



# **BOARD OF DIRECTORS AGENDA PACKET**

**Monday July 10, 2017  
2:30 p.m.**

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

## BOARD OF DIRECTORS AGENDA

*July 10, 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 June 12, 2017 meeting (ACTION)\*
  - B. **RCPA Items**
    - 3.2. **Admin** – contract for intern from CivicSpark (ACTION)\*
  - C. **SCTA Items**
    - 3.3. **Measure M** – Sonoma County Bicycle Coalition cooperative agreement amendment M71515-A3 and appropriation request for the Bicycle Safety and Education Project (ACTION)\*
    - 3.4. **Measure M** – Santa Rosa Appropriation Request for Hearn Avenue Phase 3 (ACTION)\*
    - 3.5. **Highway 101** - agreement 04-2308-A4 with Caltrans for Plans, Specification and Estimate of the Marin Sonoma Narrows project C2 (ACTION)\*
    - 3.6. **Highway 101** – agreement 04-2666 with Caltrans for Construction of the Marin Sonoma Narrows project B2 Phase 2 (ACTION)\*
    - 3.7. **MTC** – agreement with MTC related to Marin Sonoma Narrows project B2 Phase 2 funding plan (ACTION)\*
    - 3.8. **Admin** – resolution of commendation for Assembly Member Jim Frazier (ACTION)\*
4. **Regular Calendar**
  - A. **Joint SCTA/RCPA Items**
    - 4.1. Planning
      - 4.1.1. **Alternative Modes** – presentation on the Shift Sonoma County plan (ACTION)\*
      - 4.1.2. **Admin** – lease agreement SCTA18008 for new SCTA/RCPA office space (ACTION)\*
      - 4.1.3. **Activities Report** – Community Affairs Update – (REPORT)
  - B. **SCTA Items**
    - 4.2. SCTA Planning
      - 4.2.1. **Activities Report** – update on SCTA planning activities (REPORT)\*
    - 4.3. SCTA Projects and Programming
      - 4.3.1. **State Route 37** – (ACTION)\*
        - Presentation by Project Finance Advisory Limited on tolling viability

- Presentation by Bay Area Toll Authority on project delivery option
  - Status of SR37 Policy Committee and partner activities
  - Correspondence regarding next steps
- 4.3.2. **Alternative Modes** – agreement SCTA18007 with ZipCar for pilot car share program in Santa Rosa (ACTION)\*
- 4.3.3. **Alternative Modes** – grant application to MTC for a pilot bike share program on the SMART corridor (ACTION)\*
- 4.3.4. **Highways Report** – update on State Highway projects (ACTION)

## 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 **September 11, 2017**

Copies of the full Agenda Packet are available at <http://scta.ca.gov/meetings-and-events/board-meetings/>

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.

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**BOARD OF DIRECTORS MEETING**

**Meeting Minutes of June 12, 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 2:36 p.m. by Chair David Rabbitt.

*Directors Present:* Director Rabbitt, Supervisor, Second District, Chair; Director Russell, City of Cloverdale, Vice Chair; Director Coursey, City of Santa Rosa; Director Gorin, Supervisor, First District; 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.

*Directors Absent:* Director Agrimonti, City of Sonoma; Director Gurney, City of Sebastopol.

**2. Public comment on items not on the regular agenda**

Duane DeWitt referenced an article from the Rohnert Park Voice, highlighting “glamping” and suggested a new approach to combat housing in Sonoma County.

Larry Robinson, Center for Climate Protection, thanked the board for the work that has been done, and for the support on Senate Bill 775 (SB 775). Mr. Robinson requested the board to consider taking SB 775 to their respective city councils to adopt a resolution or write a letter of support to add momentum for SB775.

Anne Hancock, Center for Climate Protection, thanked the board for endorsing SB 775, highlighting the City of Santa Monica is the only

city in California to have endorsed SB775 and further requested the board to urge endorsements from city councils.

**3. Consent Calendar**

**SCTA/RCPA Concurrent Items**

- 3.1. **Admin** – Minutes of the May 8, 2017 meeting (ACTION)\*

**SCTA Items**

- 3.2. **MTC** – Master Funding Agreement between SCTA and MTC through FY27/28 (ACTION)\*
- 3.3. **MTC** – Supplement 1 to Master Funding Agreement with MTC for planning and programming activities (ACTION)\*
- 3.4. **OBAG** – Program adjustments to One Bay Area Grant (ACTION)\*
- 3.5. **OBAG** – Schedule adjustments for OBAG2 projects (ACTION)\*
- 3.6. **Measure M** – Cooperative agreement M71516-A2 with County of Sonoma, Department of Health Services and appropriation request related to Safe Routes to School (ACTION)\*
- 3.7. **Measure M** – Appropriation request from County of Sonoma Regional Parks for the Central Sonoma Valley Trail (ACTION)\*
- 3.8. **Measure M** – Cooperative agreement SCTA15001-A2 with Parsons related to design services for State Route 116/121 (ACTION)\*

3.9. **Measure M** – Cooperative agreement 04-2625 for Project Specifications and Estimates (PSE) and 04-2640 for Right-of-Way (R/W) Phases with Caltrans for State Route 116/121 (ACTION)\*

Director Gorin advocated on Items 3.7 and 3.8, and inquired on the timeline the design phase.

Suzanne Smith responded the design will take 18 months. An application for a TIGER grant has been submitted; however, the award was not received. There is a possibility SHOPP funds can be explored.

Director Gorin furthered inquired if Caltrans has identified Highways 116/121 as a priority.

Ms. Smith responded the short answer is no.

Chairman Rabbitt announced a revised edition to Item 3.5. A handout was provided to the board members.

Duane DeWitt spoke on Item 3.4, referencing the Roseland annexation. Mr. DeWitt described how Sunset Avenue could benefit from the remaining funds.

The consent calendar was approved unanimously upon a motion from Director Miller, and seconded by Director Gorin.

#### 4. Regular Calendar

##### A. SCTA Items

##### 4.1. SCTA Planning

##### 4.1.1. **Transit** – presentation on Sonoma County Transit (REPORT)

Bryan Albee, Sonoma County Transit (SCT), updated the board on recent projects and on the new SMART shuttle service. Mr. Albee explained the operations, service areas, fleet size, etc. of SCT.

Ridership has decreased, while operating costs have stabilized. Additionally, paratransit ridership has increased.

Near zero emission buses have been introduced and a new electric bus will be introduced this fall.

The Nextbus app has been implemented and is successful.

Director Zane asked about the free rides for college students and veterans, specifically inquiring on the numbers.

Mr. Albee responded 650 students from the Santa Rosa Junior College and 150 Sonoma State University students utilize the program per day. 150-200 veterans use the program per day.

Director Coursey asked about which routes were most frequently used.

Routes 20, 30, 44/48, and 60 are the most popular.

Mr. Albee continued with supporting efforts with intermodal facilities in Cloverdale, Windsor, Petaluma Transit Mall, Cotati, and Healdsburg. The current focus is coordinating with SMART. The SMART shuttles, identified as the 50 series, were described to the Board. The SCT website will be updated and launched with the new shuttle information.

The SMART shuttles will begin service on July 10<sup>th</sup>.

Director Mansell inquired on how to best coordinate the Healdsburg shuttle.

Mr. Albee suggested further conversations will be held to discuss how the needs have changed and make adjustments accordingly.

Director Salmon suggested to have more connections with the Sonoma County Airport as well, since new airlines have been added and more flights expected.

Director Miller complimented Mr. Albee on a recent experience with SCT.

Duane DeWitt expressed thanks for the veteran and student programs and advocated on bus shelters that protects against storms.

Steve Birdlebough, Transportation and Land Use Coalition, highlighted the increasing need to increase transit service, citing the loss of funding from Proposition 1B. 25-30% of an operator's budget must now go to capital replacements.

4.1.2. **MTC** – presentation on Vital Signs – the Bay Area's performance monitoring tool (ACTION)\*

Stephanie Mak, MTC, presented on Vital Signs, with specifics for Sonoma County.

Vital Signs is a data derived performing measurement describing progress made in key regional goals. An interactive website is available ([vitalsigns.mtc.ca.gov](http://vitalsigns.mtc.ca.gov)) where the data presented can be seen at a regional and city level.

Ms. Mak described the key findings: significant boom in housing, job market and unemployment figures near natural levels, economic challenges (focused on equity), and transportation, highlighting the US Highway 101 expansion has benefited the county.

Director Mackenzie commented that the data presented is reflective of 2015 figures.

Director Coursey noted housing data is important and generally available. The numbers presented are raw, and wondered how the data would be presented if they were shown as percentages.

Director Gorin expressed concern about the ranking methodology.

Director Russell complimented Ms. Mak and MTC for the work done with Vital Signs.

Director Mansell commented that more emphasis on equity and housing numbers should be considered and further commented on the evaluation of the data.

Chairman Rabbitt described the information presented as useful, and provided thoughts and commentary.

4.1.3. **MTC** – Priority Development Area and Investment and Growth Strategy – 2017 update (ACTION)\*

Janet Spilman presented an update to Priority Development Area and Investment and Growth Strategy (PDA IGS). The last update was in 2013, and will update again in four years.

Director Gorin provided her thoughts from past experiences in relation to the Springs Rural Community Investment Area and inquired how to designate another PDA area.

Ms. Spilman responded that a discussion can be held and suggested to explore this idea further.

Steve Birdlebough reminded the Board that Sonoma County is a leader in the idea of transit villages and urged for 20 minute headways to incentivize individuals to use public transit.

Director Coursey noted the lack of population density and a small population in Sonoma County, yet affirmed that Santa Rosa CityBus Reimagining system change includes 15 minute headways on higher frequency areas. The City of Santa Rosa is delivering on that element of the PDA IGS.

Chair Rabbitt thanked Ms. Spilman for the presentation and provided comments.

Director Mackenzie moved to accept the PDA IGS 2017 update, Director Russell seconded. The PDA IGS 2017 update was adopted unanimously.

4.1.4. **Activities Report** – Update on planning activities (REPORT)\*

The activities report is included in the agenda packet.

4.2. SCTA Projects and Programming  
4.2.1. **Highways Report** – Update on State Highway Projects (ACTION)

James Cameron provided an update on the local highways, highlighting Project 6: San Antonio Bridge widening project. A major traffic switch northbound has been completed and the other Marin-Sonoma Narrows projects are in progress and on track.

There was no Highway 37 policy meeting since the last board meeting. The next policy meeting is scheduled in July.

Chairman Rabbitt asked on the status of the Marin-Sonoma Narrow B2P2 project.

Mr. Cameron responded B2P2 is on track and a contractor will be beginning the construction in April 2018.

Additionally, Seana Gause updated the Board on Highway 116 construction between Cotati and Sebastopol. Ghilotti Construction was issued a pending award, and construction is expected to be completed summer 2017.

Steve Birdlebough, Sonoma County Transportation and Land Use Coalition, expressed concern that Solano County will move forward as the lead agency on Highway 37, with respects to segments prone to flooding due to rising waters.

**B. RCPA Items**

4.3. RCPA Projects and Programming

4.3.1. **Clean Air Plan-**

Presentation by Bay Area Air Quality Management District on recently adopted *Spare the Air – Cool the Climate 2017 Clean Air Plan* (REPORT)\*

Director Zane introduced Abby Young, Bay Area Air Quality Management District.

Director Zane commented that the Bay Area Air Quality Management District was founded in 1955 in San Francisco, the first in the country.

Director Zane requested a letter of support from the Chair to support a cap of greenhouse gas emissions from oil refineries in the San Francisco Bay Area. The letter of support is requested by June 21<sup>st</sup>.

Abby Young presented the history of the 2010 Clean Air Plan, focusing specifically on greenhouse emissions and climate protection efforts and goals by the Bay Area Air Quality Management District and the State of California.

Director Coursey thanked Ms. Young for the presentation and asked for the percentage of emissions from oil refineries in the Bay Area.

Ms. Young responded refineries make up 16% of the entire Bay Area GHG emissions.

Director Zane stressed there is a significant health impact for residents within a one mile radius of these refineries.

Director Mackenzie noted a benefit of the Sonoma County RCPA, citing the Climate Action 2020 document, and inquired how the other eight regional counties would benefit in attaining these goals.

Ms. Young answered there are county based models in place and there is interest in the work of the RCPA.

Director Mansell recalled a recent talk from Lt. Governor Newsom where he spoke on the power of emulation and the difference between formal authority and moral authority and complemented Suzanne Smith and Lauren Casey for the work done through the RCPA.

Director Zane added the Sonoma County Water Agency recently received the “Spare the Air” award, an award recognizing environmental business practices. This award was received due to zero carbon emissions in water delivery.

4.4. RCPA Projects and Programming  
4.4.1. **Activities Report** –  
update on RCPA activities  
(REPORT)\*

The activities report is included in the agenda packet.

Lauren Casey highlighted “We Are Still In,” a campaign in response President Trump’s withdrawal of the United States from the Paris Climate Accord, in which cities and states have pledged support for the Paris Agreement, despite President Trump’s withdrawal. Staff is available to support city councils if needed.

**C. Joint SCTA/RCPA Items**  
4.5. **Community Affairs Update** –  
(REPORT)\*

Included in the Agenda Packet.

**5. Reports and Announcements**

5.1. Executive Committee report

Suzanne Smith announced a letter has been received which suggested that Solano County would like to take the lead for improvements on segments B and C on State Route 37. This topic will be further discussed in July.

Director Mackenzie provided comments that MTC is aware of SR 37 and has designed other alternatives. The Bay Area Toll Authority has been included in the conversation.

## 5.2. Community Affairs Report

N/A

## 5.3. Regional agency reports

### *Sonoma Clean Power:*

Director Landman reported on a recent CPUC meeting titled *The Future of Retail Choice for Energy in California*. It was noted that CEO Geof Syphers is regarded well in the industry.

### *Bay Area Air Quality Management District:*

### *Bay Conservation & Development Commission:*

Director Gorin reported on a recent meeting with the SF Bay Restoration governing board. The grant criteria and timeline has been approved.

### *MTC:*

N/A

### *SMART:*

N/A

### *Golden Gate Bridge District:*

N/A

## 5.4. Advisory Committee Agendas

Included in agenda packet.

## 5.5. SCTA/RCPA staff report

Included in the Agenda Packet.

## 5.6. Announcements

N/A

## **6. Adjourn**

The meeting adjourned at 5:24 p.m.

## Staff Report

**To:** RCPA Board of Directors  
**From:** Lauren Casey, Director of Climate Programs  
**Item:** 3.2 – RCPA Agreement for Civic Spark Fellowship program  
**Date:** July 10, 2017

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**Issue:**

Shall the Board Authorize staff to execute Agreement RCPA18001 for services from the Local Government Commission (LGC) to participate in the Civic Spark Fellowship program?

**Background:**

CivicSpark is a Governor’s Initiative AmeriCorps program dedicated to building capacity for local governments to address climate change in California, administered by the Local Government Commission in partnership with the Governor’s Office of Planning and Research.

Information on the program can be found at: <http://civicspark.lgc.org/>.

The Local Government Commission will help recruit and train 50 fellows for placements around the state. The RCPA has proposed a fellowship scope focused on evaluating progress towards climate action goals through updates to communitywide greenhouse gas (GHG) inventories and measure implementation status tracking.

Adding staff capacity to collect, analyze, and report on key climate data will help RCPA and local jurisdiction staff understand what progress has been made, as well as where more work needs to be done to stay on track towards the RCPA adopted GHG reduction targets. Participation in the CivicSpark program is cost-effective way to temporarily expand staff capacity and receive additional support from LGC program staff for mentorship and training.

**Policy Impacts:**

Monitoring and tracking are part of the RCPA Mission, Goals, and Objectives.

**Fiscal Impacts:**

The cost to host a full-time CivicSpark fellow for one 11-month program cycle is \$25,500. This cost was included in the RCPA Preliminary Budget approved by the Board in May in anticipation of the opportunity to consider participation.

**Staff Recommendation:**

That the Board authorize staff to execute Agreement number RCPA18001.

**AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made and entered into as of July 10<sup>th</sup>, 2017 by and between the Sonoma County Regional Climate Protection Authority, ("Partner") and the Local Government Commission ("LGC").

**RECITALS**

- A. Partner desires to engage LGC to provide certain services through the CivicSpark program.
- B. CivicSpark is a federally funded AmeriCorps program operated by LGC, in which LGC recruits, hires, and supervises emerging professionals.
- C. The CivicSpark Program provides climate change capacity building services to local governments in California through project implementation activities performed by LGC teams; LGC staff and CivicSpark Fellows (Fellows). Fellows can only work on contracted and allowable service activities (Exhibit "A"). CivicSpark will provide this service to local governments by conducting assessments, implementing planning or action projects, engaging volunteers, and transferring knowledge to local government staff.
- D. LGC desires to provide those services and to be compensated accordingly.
- E. The Partner and LGC enter into this Agreement in order to memorialize the terms concerning LGC's performance of the services and the Partner's obligations with respect thereto.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements set forth herein, the Partner and LGC hereby covenant and agree as follows:

- 1. Appointment. The Partner hereby appoints LGC as an independent contractor to perform the services described in Exhibit "B", "Scope of Services" attached hereto. LGC hereby accepts such appointment on the terms and conditions set forth herein.

The Partner also agrees to the responsibilities and roles as described in Exhibit "C", as they relate to the Partner's participation in the CivicSpark program. The Partner hereby accepts such responsibilities on the terms and conditions set forth herein.

Neither party may vary the scope of services described in Exhibit "B" or responsibilities in Exhibit "C" except as expressly agreed to in writing by the other party. The budgets for direct labor and expenses are based on the services described in Exhibit "B." Any modification of the scope of services may affect direct labor costs and project expenses and must be approved in writing by Partner

- 2. Performance of Consulting Services. LGC shall perform the services in a diligent, competent and professional manner.
- 3. Consulting Fee; Reimbursable Expenses.

(a) The Partner shall pay LGC a fee for the services provided, as described in Exhibit "D," "Description of Compensation," attached hereto.

(b) LGC shall be entitled to reimbursement for out-of-pocket expenses incurred in the performance of this Agreement, limited to those expenses listed in Exhibit "E," "Reimbursable Expenses," attached hereto, up to the maximum amount set forth in Exhibit "E." Upon receipt of LGC's invoice, Partner shall notify LGC if it has any exceptions to LGC's invoice. When LGC and Partner are in agreement on the terms of LGC's invoice, Partner shall submit the invoice for payment. The Partner shall reimburse LGC within thirty (30) days of receiving the invoice.

4. Term. The term of this Agreement shall commence and LGC's duties and responsibilities under this Agreement shall begin as of the date first written above and shall continue, as agreed to in the timeline defined in Exhibit "F". This agreement is subject to earlier termination as provided herein, until the services are complete and all compensation and reimbursable expenses are paid to LGC.

This agreement may be terminated at anytime by either party for good cause. This agreement may be terminated by either party, without cause, upon 30 days written notice to the non-terminating party.

5. Excuse of Performance. LGC's obligation to perform the services specified in this contract shall be excused if the performance is prevented or substantially delayed due to circumstances not caused, in whole or in part, by LGC, including any such circumstances caused by the Partner.

6. Independent Contractor. It is the intent of the parties that LGC is and shall remain an independent contractor, and LGC shall (i) comply in all material respects with all the laws, rules, ordinances, regulations and restrictions applicable to the services, and (ii) pay all federal and state taxes applicable to LGC, whether levied under existing or subsequently enacted laws, rules or regulations. The parties hereto do not intend to create an employer-employee or master-servant relationship of any kind.

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

8. Indemnification. LGC agrees to accept all responsibility for loss or damage to any person or entity, including Partner, and to indemnify, hold harmless, and release Partner, its officers, agents, and employees, from any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including LGC, that arise out of, pertain to, or relate to LGC's or its agents', employees', contractors', subcontractors', or invitees' negligent performance of LGC's obligations under this Agreement. LGC agrees to provide a complete defense for any claim or action brought against Partner based upon a claim relating to such LGC's or its agents', employees', contractors', subcontractors', or invitees' performance of LGC's obligations under this Agreement. LGC's obligations under this Section apply whether or not there is concurrent or contributory negligence on Partner's part, but excluding liability due to Partner's conduct. If a conflict exists in meeting LGC's defense obligations, Partner shall have the right to select its legal counsel at LGC's expense, subject to LGC's approval, which shall not be unreasonably withheld. This indemnification

obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for LGC or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

9. Ownership of Documents. Ownership of any designs, plans, maps, reports, specifications, drawings, and other information or items produced by LGC while performing Services under this Agreement will be assigned to and owned jointly by LGC and Partner. The original of all reports, memoranda, studies, plans, specifications, drawings, materials, exhibits, maps or other similar or related documents prepared by LGC in the performance of the Services for the Partner shall be the joint property of LGC and the Partner.

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

To the Partner:

Lauren Casey  
 Sonoma County Regional Climate Protection Authority  
 490 Mendocino Avenue, Suite 206  
 Santa Rosa, CA 95401  
 707-565-5373  
 707-565-5370 fax  
 Lauren.casey@rcpa.ca.gov

To LGC:

Linda Cloud  
 Local Government Commission  
 980 9th Street, Suite 1700  
 Sacramento, CA 95814-2736  
 916-448-1198  
 916-448-8246 fax  
 lcloud@lgc.org

Either party may change its address by giving written notice thereof to the other party.

11. Attorneys' Fees. The party prevailing in any action at law or in equity necessary to enforce or interpret the terms of this Agreement shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

12. Governing Law. This Agreement shall be governed by the laws of the State of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13. Entire Agreement; Amendments. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

14. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

15. Severability. If any paragraph, section, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

16. Waiver. The waiver of any breach of any provision hereunder by any party hereto shall not be deemed to be a waiver of any preceding or subsequent breach hereunder.

17. Warranty of Authority. Each of the undersigned hereby warrants that he/she has authority on behalf of his or her principal to execute this Agreement and to bind such principal to the terms hereof.

18. Counterparts. This Agreement may be executed by electronic or hard-copy signature and in any number of counterparts, each of which shall be deemed to be one and the same instrument. The exchange of executed copies of this Agreement by facsimile, email or other electronic transmission will constitute effective execution and delivery of this Agreement for all purposes. Signatures of the parties transmitted by such methods will be treated in all respects as having the same effect as an original signature.

DATED:

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Suzanne Smith, Executive Director  
SONOMA COUNTY REGIONAL CLIMATE PROTECTION AUTHORITY

DATED:

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Linda Cloud, Managing Director  
LOCAL GOVERNMENT COMMISSION

## Exhibit “A” Contracted Performance Measures and Prohibited Activities

LGC has contracted with the Corporation of National and Community Service to implement CivicSpark as an AmeriCorps program. Fellows can only work on service outlined in performance measures approved by the Corporation for National and Community Service. These performance measures define how CivicSpark will provide service to local governments by conducting assessments, implementing planning or action projects, engaging volunteers, and transferring knowledge to local government staff. The project scope in exhibit A must align with the measures below:

- 1) Capacity Building for Local Governments – Fellow’s direct service hours should be spent building capacity for local government beneficiaries to address their need around climate change response, assisting them to develop projects that they would otherwise not be able to complete. Capacity building for Fellows will be delivered in 4 stages including gap assessments, research, action, and implementation service projects, volunteer engagement, and knowledge transition.
- 2) Volunteer Engagement – All Fellows should have the opportunity to build further capacity for local governments by engaging, recruiting, and supporting volunteers. Volunteers may be engaged only one-time, (e.g. – volunteers to assist for a specific event such as Earth Day or service activities), or on-going, such as interns.
- 3) Training and Professional Development for Fellows – Fellows can spend up to 20% of their 1700-hour service year on training. Training includes the 1-week intensive orientation at the start of the service year, continued monthly trainings, and professional development and networking opportunities. Training hours ensure that Fellows have the training and tools they need to succeed in their sustainability work.

The majority of direct service portion of the work provided by CivicSpark to local governments only involves the first two measures. The third measure is realized principally through training and professional development activities provided by LGC to Fellows. Some activities that occur while working with local governments may be considered training and professional development such as networking events and trainings that might be hosted by the local government.

In addition to only working on contracted performance measure service activities, per federal guidelines, while charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation for National and Community Service, LGC, Supervisors or Fellows may not engage in the following activities (see 45 CFR § 2520.65):

- 1) Attempting to influence legislation;
- 2) Organizing or engaging in protests, petitions, boycotts, or strikes;
- 3) Assisting, promoting, or deterring union organizing;
- 4) Impairing existing contracts for services or collective bargaining agreements;
- 5) Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- 6) Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- 7) Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating

facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;

- 8) Providing a direct benefit to—
  - a) A business organized for profit;
  - b) A labor union;
  - c) A partisan political organization;
  - d) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
  - e) An organization engaged in the religious activities described above, unless CNCS assistance is not used to support those religious activities;
- 9) Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
- 10) Providing abortion services or referrals for receipt of such services; and
- 11) Such other activities as CNCS may prohibit.

Fellows, like other private citizens, may participate in the above listed activities on their own time, at their own expense, and on their own initiative. However, the AmeriCorps logo must not be worn while doing so.

## Exhibit "B" Scope of Services

### LGC will perform the following services:

- 1) General Program Responsibilities
  - a) Provide clear guidelines to Fellow regarding AmeriCorps regulations and expectations.
  - b) Recruit and train Fellows to provide capacity building services for the region.
  - c) Work to provide support and guidance for Fellows, addressing any concerns that might develop during service year, and striving towards 90% retention of Fellows.
  - d) Manage local government service contracts.
  - e) Share outcomes from service with Partner.
- 2) Fellow Responsibilities
  - a) Pass a state and national and NSOPR background check before starting their service year.
  - b) Participate in a 1-week program orientation and complete at least 100 hours of training through dedicated Fellow training and development and service days.
  - c) Serve an average of 37 hours per week for 11 months, serving a minimum of 1700 hours overall, with at least 1300 dedicated to Partner project hours (see below).
  - d) Comply with guidelines for performance measures and abide by regulations on prohibited activities described in Exhibit A above.
  - e) Complete accurate reporting in a timely manner for as required by the National Corporation for Service for projects, including assessments, implementation, hours served, volunteers recruited and supported, and transition of knowledge to local governments.
  - f) Avoid participation in prohibited activities.
  - g) Identify as a Fellow and wear AmeriCorps lapel pins or gear during service hours.
  - h) Participate in days of national service including, but not limited to, Martin Luther King Jr. Day of Service, 9/11 Day of Remembrance, and AmeriCorps week Service Day.
- 3) Project Specific Scope of Work
  - a) The Fellow's project will comply with AmeriCorps service guidelines including prohibited activities described in Exhibit "A."
  - b) The Fellow will conduct a gap assessment to refine scope of work.
  - c) The Fellow will establish a Fellow-led volunteer engagement project.
  - d) The Fellow will support CAP progress evaluation by:
    - i) Track Climate Action Plan measure progress across the Jurisdictions
      - (1) Collect data from RCPA members through surveys and research.
      - (2) Incorporate data into excel-based tracking tool.
    - ii) Prepare updated Greenhouse Gas (GHG) inventories for Sonoma County and nine incorporated cities.
      - (1) Gather data from GHG activities.
      - (2) Incorporate into Clear Path online inventory tool.
  - e) The Fellow will participate in a transitional support activity.

## Exhibit "C" Partner Responsibilities

Partner will perform the following services:

- 1) Support Responsibilities
  - a) Support Fellow recruitment by advertising your open placement through appropriate channels and networks (e.g. websites, newsletters, etc.)
  - b) Identify one local government staff member to act as a project supervisor and point person for the Fellow and CivicSpark staff.
  - c) Project supervisor shall support project implementation and professional development by
    - i) Setting aside at least 1 hour/week to check in with fellow and provide assistance for each approved project.
    - ii) Familiarizing Fellows to organization, resources, and project scope.
    - iii) Completing an initial performance assessment of Fellow (survey and goal setting) within a month of the start of the service year, and conducting a mid-year performance review, and completing a second survey prior to the end of the service year.
    - iv) Seeking opportunities to integrate Fellow professional goals into project activities.
    - v) As appropriate, facilitating Fellow transition by introducing Fellow to relevant colleagues and networks towards the end of the service year.
    - vi) Provide adequate professional workspace for Fellow (e.g. desk, computer, phone as needed).
  - d) Develop defined project scopes and identify goals to be completed in agreed timeframe.
  - e) Support implementation of project consistent with scope above and in line with CivicSpark program goals (including supporting volunteer engagement activities and participating in transitional event)
  - f) Keep Regional Coordinators apprised of development of projects and challenges, working to redefine scopes and goals as necessary.
  - g) If challenges arise (related to professionalism, work products, etc.) provide specific written feedback to the Fellow and share with LGC staff as close in time to the incident as possible so if needed LGC staff can assess the challenges and intervene as necessary.
  - h) Assist with site visits to Partner as necessary by AmeriCorps Project Manager or Program Director.
  - i) Not displace Partner staff or volunteers through the use of CivicSpark Fellows, nor have CivicSpark Fellows perform any services or duties that would supplant the hiring of employed workers.
  - j) Not offer the CivicSpark Fellow part time work that is substantially similar to their CivicSpark scope of work, nor offer them full time employment with a start date prior to the Service Year end date.
- 2) Reporting Responsibilities
  - a) Complete applications for CivicSpark projects identifying;
    - i) Total hours desired for service work
    - ii) One or more local government beneficiaries<sup>1</sup> for each 650 hours of service being contracted for. Beneficiaries can be individual departments within a single local government or even individual staff members within the same department,

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<sup>1</sup> Beneficiaries should be identified as individual staff within local public agencies that acknowledge that they receive some direct or indirect benefit from the Fellows' project being completed. Local public agencies can be distinct agencies, or individual departments within a single agency (i.e. Public Works Dept. and Water Conservation Dept.), or separate project elements within an agency (i.e. School Garden Project and Leak Detection Project). Ideally, each fellow should serve at least

- iii) Eligibility of projects as defined as an absence of some of the following resources: A dedicated sustainability staff, an adopted climate action plan, or specific mechanisms to track adopted climate change actions
- iv) High need level of beneficiaries, defined by 2 or more of the following indicators:
  - (1) Community unemployment above the state average for current recorded year
  - (2) Key climate indicator (e.g. energy, water, waste) unimproved from the previous year.
  - (3) Local tax revenues lower than the previous year.
  - (4) CalEnviroScreen score of 23 or greater.
- b) Have local government staff involved with the project complete pre-assessment surveys to define goals for this project and baseline outlook on climate change issues and responses.
- c) Have local government staff involved in the project participate in a project interview early on (within the first 2-3 weeks) as part of the CivicSpark gap assessment process.
- d) Complete 2 professional assessments of Fellow at the beginning and end of the service year, and complete a mid-year review of performance.
- e) Complete necessary project reporting defined including having local government staff who completed the pre-assessment complete a post-assessment survey at project completion.
- f) Allow *CivicSpark* to share results for required grant reporting.

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2 beneficiaries/service year (but cannot serve more than 6). Clarifications on beneficiary definitions should be addressed as needed in concert with LGC staff.

**Exhibit "D" Description of Compensation**

Costs, total project hours<sup>2</sup>, additional prep-hours and travel budget for support options on a per Fellow basis are defined below.

The Partner agrees to contract with LGC for CivicSpark to serve for a Full Fellow support option.

LGC will receive no more than \$25,500 for performing the services of this contract.

	Half Fellow	Full Fellow
Cost	\$13,000	\$25,500
Project Hours	650	1,300+ <sup>3</sup>
Additional Resources	20-40 additional project-prep hours. Up to \$200 in project-related travel covered.	40-80 additional project-prep hours. Up to \$400 in project-related travel covered

Work completed under this contract will be performed by CivicSpark AmeriCorps Fellows.

To proceed with services, LGC requires a down payment of 10% of total agreement amount or \$2,500. The deposit will be credited against initial invoices each of which will be the total amount of the contract divided by the period of the contract and billed monthly or quarterly as needed.

Invoices will only provide the amount due in a given month, a separate remaining budget and hours to date report is provided for reference each month as well. If Partner needs invoices to include specific format, tasks, billing codes, or other details, they must inform LGC prior to the project start and give clear instructions to LGC about how time should be tracked and reported.

As LGC is committing to making the CivicSpark team available for a specific period, Partner will be invoiced for the full amount monthly regardless of Fellow activity during any given period. If for some reason, LGC is not be able to provide services for the full contract duration, Partner is only responsible for the portion of the contract amount for the period of service actually provided.

<sup>2</sup> Note that project hours include all project related activities as well as basic administrative tasks related to CivicSpark service (e.g. completing timecards, progress reports, project related communications with LGC staff).

<sup>3</sup> With Full Fellow option, any additional hours from Fellow’s total service year commitment (1700) not allocated to project work (1300), project-prep (40-80) or fellow professional development (250 - 300) will also be available for partner project needs (estimated to be 50-100 additional hours).

**Exhibit "E" Reimbursable Expenses**

LGC will cover up to \$400 for CivicSpark Fellow transportation expenses related to the service project.

Other project related expenses shall be submitted to Partner in writing for approval prior to the Partner being charged for reimbursement for an expense occurred during the completion of activities outlined in the Scope of Service as seen in Exhibit "B".

**Exhibit "F" Timeline**

All tasks enumerated in Exhibit "B" are to start on September 11, 2017 and should be completed by September 10, 2018.

## Exhibit “G” Insurance Requirements

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 below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

Partner reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

### 1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

### 2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, Partner requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Partner. Consultant is responsible for any deductible or self-insured retention and shall fund it upon Partner’s written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the Partner.
- d. “RCPA, its officers, agents, employees, and volunteers” shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of

both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).

- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

### 3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

### 4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Partner.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance.

### 5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

### 6. Documentation

- a. The Certificate of Insurance must include the following reference: CivicSpark Fellowship 2016/17 – RCPA18001.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with Partner for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma County Regional Climate Protection Authority, 490 Mendocino Ave, Ste 206, Santa Rosa, CA 95401.

- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

#### **7. Policy Obligations**

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

#### **8. Material Breach**

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. Partner, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Partner may purchase the required insurance, and without further notice to Consultant, Partner may deduct from sums due to Consultant any premium costs advanced by Partner for such insurance. These remedies shall be in addition to any other remedies available to Partner.

## Staff Report

**To:** Sonoma County Transportation Authority  
**From:** Seana L.S. Gause, Senior – Programming and Projects  
**Item:** 3.3 – Cooperative Agreement Amendment (M71515) and Request for Measure M Appropriation for the Sonoma County Bicycle Coalition (SCBC)  
**Date:** July 10, 2017

**Issue:**

Shall the Board approve an amendment (A3) to the Measure M Cooperative Agreement (M71515) for the Bicycle Safety and Education Project phases known as Safe Routes to School and Bike Month to revise the financial plan and wording in the recitals? Shall the Board subsequently appropriate funds to the Safe Routes to Schools phase and the Bike Month phases of the Bicycle Safety and Education Project under the Bicycle and Pedestrian Program of Measure M in the amounts of \$300,000 and \$15,000 respectively?

**Background:**

The Sonoma County Bicycle Coalition has an existing Measure M cooperative agreement to implement Safe Routes to School and Bike Month. The amendment revises the recitals to update the reference to the 2017 Measure M Strategic Plan. Additionally, the proposed amendment would revise the financial plan that was approved as part of the 2017 Measure M Strategic Plan programming.

County counsel has reviewed and approved the proposed amendment. The Bicycle Coalition is in the process of approving the proposed amendment.

Finally the SCTA adopted the *2017 Measure M Strategic Plan*, which sets forth the SCTA’s program and project implementation policies with regard to the use of funds provided under Measure M. Pursuant to the Strategic Plan and the associated cooperative funding agreements, each 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 has received requests dated June 8<sup>th</sup> and 9<sup>th</sup>, 2017, from the SCBC seeking an appropriations for Bicycle Safety and Education. The appropriation requests are for \$315,000 (\$300K for SRTS and \$15K for Bike Month).

Coop Funding Agreement #	Jurisdiction	Category	Description	Phase	Appropriation Amount
M71515-A3	SCBC	Bike/Ped	Bicycle Safety and Education	Safe Routes to School	\$300,000
M71515-A3	SCBC	Bike/Ped	Bicycle Safety and Education	Bike Month	\$15,000
				<b>Total</b>	<b>\$315,000</b>

**Policy Impacts:**

None. The amendment of the cooperative agreement is consistent with established policy. The appropriation is within the established policies outlined in the Measure M Strategic Plan Chapter 4. Policy 7.

**Fiscal Impacts:**

There is no fiscal impact associated with the Cooperative Agreement amendment, because the programming was approved in the 2017 Measure M Strategic Plan. Also consistent with the Strategic Plan, Measure M funds in the amount of \$315,000 will be made available to the Sonoma County Bicycle Coalition to implement Bicycle Safety and Education programs (AKA Safe Routes to Schools and Bike Month). Appropriation of these funds is consistent with the funding availability defined in the Measure M cash-flow model.

**Staff Recommendation:**

Staff recommends that the Board approve the amendment to the Measure M Cooperative Agreement M71515 -A3, and also adopt Resolution No. 2017-017, thus approving the aforementioned appropriation requests.

**SCTA Resolution No. 2017-017**  
Cooperative Agreement Number: M71515-A3  
Project Sponsor: Sonoma County Bicycle Coalition  
Amount: \$315,000  
July 10, 2017

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY TRANSPORTATION AUTHORITY, COUNTY OF SONOMA, STATE OF CALIFORNIA, APPROPRIATING MEASURE M FUNDS OF \$315,000 TO THE SONOMA COUNTY BICYCLE COALITION FOR BICYCLE SAFETY AND EDUCATION IN ACCORDANCE WITH COOPERATIVE FUNDING AGREEMENT NO. M71515-A3**

**WHEREAS**, the 2004 Sonoma County Traffic Relief Act Expenditure Plan (hereinafter “Expenditure Plan”) includes \$1,200,000 in 2004 dollars, for the Bicycle and Pedestrian funding category; and

**WHEREAS**, the Sonoma County Transportation Authority (hereinafter “Authority”) and the Sonoma County Bicycle Coalition (hereinafter “SCBC”) have entered into Cooperative Funding Agreement No. 71515-A3 (hereinafter “Cooperative Agreement”) regarding the Safe Routes to Schools and Bike Month Phases of the Bicycle Safety and Education Project (hereinafter “Project”) within the Bicycle and Pedestrian Projects Program; and

**WHEREAS**, SCBC has submitted Requests for Appropriation of Funds dated June 8, and 9, 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** that the Authority finds the Request for Appropriation of funds consistent with the Expenditure Plan, the Strategic Plan, and the Cooperative Agreement; and

**BE IT FURTHER RESOLVED**, that the Authority appropriates \$315,000 to SCBC pursuant to the Cooperative Agreement to be used for the purposes set forth in Attachment A attached hereto; and

**BE IT FURTHER RESOLVED**, that funds will be disbursed to SCBC 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**, that the funds appropriated by the Authority under the Cooperative Agreement are hereby reflected in Attachment B; and

**BE IT FURTHER RESOLVED**, that this appropriation shall expire three years from the date of this Resolution.

**THE FOREGOING RESOLUTION** was moved by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and approved by the following vote:

**Resolution No. 2017-017**

Cooperative Agreement Number: M71515-A3  
Project Sponsor: Sonoma County Bicycle Coalition  
Amount: \$315,000  
July 10, 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 July 10, 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  
RESOLUTION NO. 2017-017**

Date: July 10, 2017

Amount of Funds: \$315,000

Appropriated to: Sonoma County Bicycle Coalition

Program Category: Bicycle/Pedestrian Program

Specific Project: Bicycle Safety and Education

Appropriated For: Safe Routes to Schools Phase A (\$300,000)  
Bike Month Phase B (\$15,000)

Scope of Work: Support implementation of the bicycle safety and education project with the SRTS and Bike Month Phases and focus on educating the public and in particular, school children.

Other Conditions: None

Staff Comments: This is the ninth appropriation; for implementing Bicycle Safety and Education through the Safe Routes To Schools Phase and the Bike Month Phase.

**ATTACHMENT B**

**Chronological Listing of Fund Appropriation Resolutions**

**COOPERATIVE FUNDING AGREEMENT NO. M71515-A3**

**Between the Sonoma County Transportation Authority**

**and the Sonoma County Bicycle Coalition**

<b>Project Number</b>	<b>Resolution Number</b>	<b>Date</b>	<b>Funds Appropriated</b>	<b>Cumulative Total</b>
M71515	2008-024	July 14, 2008	\$60,000	\$60,000
M71515	2009-032	November 9, 2009	\$60,000	\$120,000
M71515	2010-043	November 8, 2010	\$60,000	\$180,000
M71515	2011-037	September 12, 2011	\$60,000	\$240,000
M71515	2013-012	April 8, 2013	\$34,000	\$274,000
M71515	2014-006	April 14, 2014	\$34,000	\$308,000
M71515	2015-004	February 9, 2015	\$34,000	\$342,000
M71515	2016-002	April 11, 2016	\$34,000	\$376,000
M71515	2017-017	July 10, 2017	\$315,000	\$691,000
<b>TOTAL FUNDS APPROPRIATED</b>				<b>\$691,000</b>



Promoting the bicycle for transportation and recreation

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**MAIL:**

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**PHONE:**

707-545-0153

**FAX:**

707-573-0147

**EMAIL:**

General inquiries:  
 info@BikeSonoma.org  
 Events:  
 events@BikeSonoma.org  
 Routes to School:  
 routes@bikesonoma.org  
 Street Skills Classes:  
 skills@BikeSonoma.org

**WEBSITE:**

www.bikesonoma.org

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

May 24, 2017



FUNDING APPROPRIATION REQUEST  
 PROJECT NAME: Bike Month Program  
 AGREEMENT NO. M71515-A2

Dear SCTA Chair Rabbitt:

The Sonoma County Bicycle Coalition has entered into a cooperative funding agreement with the SCTA (No.M71515-A2) and is working on the administration and implementation of the Bike Month program for FY 2016/2017. The Sonoma County Bicycle Coalition is requesting that the Sonoma County Transportation Authority (SCTA) take action to appropriate funds for the Bike Month Program at its next Board meeting.

<b>Project Name &amp; Description:</b>	<b>Bike Month Program</b> Bike to Work Month promotes cycling for transportation by offering a series of events during May, which is National Bike Month. The events encourage people to make riding a bicycle part of their daily transportation mix. SCBC produces Bike to Work Day, holds bicycle safety and mechanics classes, organizes family and commuter bike clinics, and provides enhanced support to bicycle commuters and students during Bike Month in order to encourage more people to use bicycles for transportation and recreation.
<b>Project Category:</b>	Bicycle/Pedestrian Project
<b>Phase Development Phase of this Appropriation:</b>	Bike Month Program
<b>Amount of Measure M Appropriation Request:</b>	\$15,000
<b>Amount of Local Funding Match:</b>	\$14,500
<b>Sources of Local Funding Match:</b>	\$2,500 - Local Business Sponsorships \$12,000 - MTC BTW Day Local Stipend
<b>Total Project Cost:</b>	\$29,500

\*Your donation may be eligible for a matching gift from your employer.  
 Find out instantly at [doublethedonation.com/scbc](http://doublethedonation.com/scbc)



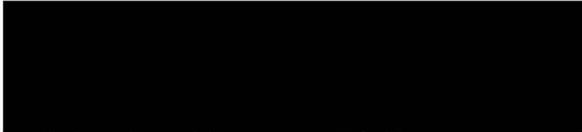
*Promoting the bicycle for transportation and recreation*

The current schedule for the Bike Month Project is as follows:

Project Development Phase	Begin	Complete
Scoping	N/A	N/A
Environmental	N/A	N/A
Right of Way	N/A	N/A
PS&E	N/A	N/A
Implementation	January 2017	June 2017

Thank you for your consideration.

Sincerely,



Alisha O'Loughlin  
Executive Director



Promoting the bicycle for transportation and recreation

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**PHONE:**

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**FAX:**

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**EMAIL:**

General inquiries:  
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Events:  
[events@BikeSonoma.org](mailto:events@BikeSonoma.org)  
Safe Routes to School:  
[saferoutes@bikesonoma.org](mailto:saferoutes@bikesonoma.org)  
Street Skills Classes:  
[skills@BikeSonoma.org](mailto:skills@BikeSonoma.org)

**WEB:**

[www.bikesonoma.org](http://www.bikesonoma.org)

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

June 9, 2017

**FUNDING APPROPRIATION REQUEST**  
**PROJECT NAME:** Bicycle Safety and Education Program  
**AGREEMENT NO.** M71515-A2

Dear SCTA Chair Rabbitt:

The Sonoma County Bicycle Coalition has entered into a cooperative funding agreement with the SCTA (No.M71515-A2) and is working on the administration and implementation of the Safe Routes to School Program for FY 2017/2018. The Sonoma County Bicycle Coalition is requesting that the Sonoma County Transportation Authority (SCTA) take action to appropriate funds for the Safe Routes to School Program at its next Board meeting.

The current schedule for the Safe Routes to School program is as follows:

<b>Project Name &amp; Description:</b>	<b>Safe Routes to School Program</b> The Sonoma County Bicycle Coalition Safe Routes to Schools program (SRTS) facilitates and encourages increased safe, active and alternative transportation to/from school in order to reduce greenhouse gas emissions, traffic congestion, and pollution, to improve public health and the environment. The Sonoma County Bicycle Coalition Safe Routes to Schools staff will provide education, encouragement, engineering, enforcement and evaluation services, materials, and technical support to eligible sites who participate in the program.
<b>Project Category:</b>	Bicycle/Pedestrian Project
<b>Phase Development Phase of this Appropriation:</b>	Safe Routes to School Program
<b>Amount of Measure M Appropriation Request:</b>	\$300,000
<b>Amount of Local Funding Match:</b>	\$0
<b>Sources of Local Funding Match:</b>	N/A
<b>Total Project Cost:</b>	\$300,000



*Promoting the bicycle for transportation and recreation*

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Project Development Phase	Begin	Complete
Scoping	N/A	N/A
Environmental	N/A	N/A
Right of Way	N/A	N/A
PS&E	N/A	N/A
Implementation	July 2017	June 2018

Thank you for your consideration.

Sincerely,



Alisha O'Loughlin  
Executive Director

**AMENDMENT NO. 3 TO COOPERATIVE AGREEMENT M71515  
BETWEEN  
THE SONOMA COUNTY TRANSPORTATION AUTHORITY  
AND  
THE SONOMA COUNTY BICYCLE COALITION**

This Amendment (the "Amendment") is made and entered into as of \_\_\_\_\_ 2017 (Effective Date) by and between the **SONOMA COUNTY BICYCLE COALITION** hereinafter referred to as "**COALITION**" and the **SONOMA COUNTY TRANSPORTATION AUTHORITY**, hereinafter referred to as "**AUTHORITY**."

**RECITALS**

1. AUTHORITY adopted that certain 2017 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 2017 Strategic Plan, as such plan may be amended from time to time, is hereinafter referred to as the "Strategic Plan".
2. Consistent with Measure M and the Strategic Plan, AUTHORITY and COALITION previously entered into Cooperative Funding Agreement No. M71515 (the "Original Agreement") to identify a bicycle safety and education project under Measure M. AUTHORITY and COALITION entered into Amendment No. 1 to the Original Agreement to amend the scope of work and Amendment No. 2 to amend the recitals and financial plan. The Original Agreement together with Amendments Nos. 1, 2 and this Amendment No. 3 are collectively referred to as the "Agreement".
3. COALITION and AUTHORITY desire to amend the Recitals and the Financial Plan (Exhibit B) to more clearly define the project and the funds available thereto.

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

**AGREEMENT**

**I. AMENDMENTS**

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

1. Reimbursement of COALITION Expenses. Consistent with its Strategic Plan, to make available Measure M funds (currently set at \$742,000 in 2004 dollars) to assist with

the Safe Routes to Schools and Bike Month Phases. AUTHORITY shall process SCBC invoices within forty-five days of receiving an invoice in a form acceptable to AUTHORITY's Executive Director.

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

1. Funding Availability and Needs. The funding available to the Project for expenditure is limited by the funds identified in Exhibit B-2 and to approved appropriations by the SCTA Board. If additional funds beyond those identified in Exhibit B-2 are necessary to complete the Project, AUTHORITY will cooperate with COALITION to identify and secure new or increased fund commitments; however, completion of the Project remains the responsibility of COALITION.

**Exhibits. The following Exhibits in the Agreement are replaced by the Exhibits attached hereto:**

Exhibit A-1 is replaced with Exhibit A-2

Exhibit B-1 is replaced with Exhibit B-2.

**II. Remainder of Agreement Unchanged.**

Except to the extent the Agreement is specifically amended or supplemented by this Amendment No. 3, the Agreement, together with exhibits and schedules, is and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of AUTHORITY or COALITION arising there under.

SONOMA COUNTY BICYCLE COALITION

SONOMA COUNTY

TRANSPORTATION AUTHORITY

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

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

SCBC President/Chair

David Rabbitt, SCTA Chair

ATTEST:

APPROVED AS TO SUBSTANCE:

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

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

Alisha O'Laughlin, Executive Director

Suzanne Smith, Executive Director

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

Legal Counsel

Authority

**COOPERATIVE FUNDING AGREEMENT NO.71515  
BETWEEN  
THE SONOMA COUNTY TRANSPORTATION AUTHORITY**

**AND**

**SONOMA COUNTY BICYCLE COALITION**

**EXHIBIT A-2**

**SCOPE OF WORK**

**SCBC SAFE ROUTES TO SCHOOL PHASE**

**PHASE A**

**Project Title:** Bicycle Safety and Education, Safe Routes to Schools Phase

**Project Summary:** Safe Routes to School is an ongoing annual program synchronized with the public school calendar. Program activities are delivered year round as needed. The goal of the Sonoma County Safe Routes to School program is to increase safe, active and alternative transportation to/from school in order to reduce greenhouse gas emissions, traffic congestion and pollution, and to improve public health and the environment. This is done through:

- Encouragement of active and alternative transportation to/from school and in the community
- Education (bicycle/pedestrian safety, benefits of active/alternative transportation)
- Engineering: identify physical improvements on and around school campuses
- Enforcement: coordinate with law enforcement (targeting unsafe or unlawful transportation behaviors around schools)
- Evaluation (tracking transportation mode shift and behavioral change)

Project Scope from July 1, 2017 – June 30, 2018 is as follows::

<b>Activities</b>	<b>Timeline</b>	<b>Person(s) Responsible</b>	<b>Measurable Deliverables</b>
<b>1. Project Management</b>			
1.1 Attend quarterly SCTA-convened SRTS Contractor Meeting.	Annually: July-Sept Oct-Dec Jan-Mar Apr-June	Director, SRTS Managers, Executive Director	4 SRTS Contractors meetings attended each year
1.2 Convene countywide SRTS workgroup (Alliance) meetings to act as advisory	Quarterly, or as needed	Director, SRTS Managers	List of meetings convened, dates

Activities	Timeline	Person(s) Responsible	Measurable Deliverables
group for the Countywide SRTS Program, and to coordinate efforts.			
1.3 Attend community and regional SRTS meetings to coordinate efforts.	July-June	Director, SRTS Managers	List of meetings attended, dates
1.4 Project Admin (budgets, staff management, reporting, program administration, website updates)	July-June	Director, SRTS Managers and Coordinators	Budget(s), invoices
<b>2. Communication and Support for Enrolled Schools</b>			
2.1 Program support & technical support (includes all communications, preparation for communications, and tech support meetings with sites)	July-June	Director, SRTS Managers	List of sites receiving program support
2.2 Coordination with Public Works/Law Enforcement/Schools	July-June	Director, SRTS Managers	List of communications/meetings with law enforcement
2.3 Promotional Materials (creation of, ordering, inventory)	July-June	Director, SRTS Managers and Coordinators	List of incentives purchased
2.4 Site assessment for barriers to active transportation	July-June	Director, SRTS Managers and Coordinators	List of sites visited or surveyed to assess barriers
2.5 GIS maps	July-Dec	Director, SRTS Managers	Completed GIS maps
<b>3 Evaluation</b>			
3.1 Student arrival/departure tallies (semi-annual) and parent surveys (bi-annual)	July-Oct March-June	Director, SRTS Managers and Coordinators	Completed student arrival departure and parent survey reports

Activities	Timeline	Person(s) Responsible	Measurable Deliverables
3.2 School Report Cards reporting on program participation & results	Annually: May-June	Director, SRTS Managers	School report card spreadsheet/ document(s)
<b>4 School Events</b>			
4.1 International Walk and Roll to School Day (coordination and participating sites)	August- October	Director, SRTS Managers and Coordinators	List of participating sites, participation #'s for each site
4.2 In-class bicycle and/or pedestrian safety (and/or benefits of) lessons	July-June	Director, SRTS Managers and Coordinators	List of sites & grade levels receiving lessons, including dates and # of students impacted
4.3 On-bicycle safety/skill training and/or support	July-June	Director, SRTS Managers and Coordinators	List of sites and grade levels receiving on- bicycle skill/safety training and/or support, including dates and # of students impacted
4.4 Bicycle Education/Encouragement station	July-June	Director, SRTS Managers and Coordinators	List of bicycle education stations, including dates & locations
4.5 Middle School youth engagement	July-June	Director, SRTS Managers and Coordinators	List of sites & activities & # of students impacted
4.6 Low cost/free helmet fitting and distribution	July-June	Director, SRTS Managers and Coordinators	List of sites receiving low cost/free helmet fitting(s), including dates
4.7 Free bike safety inspections and basic maintenance	July-June	Director, SRTS Managers and Coordinators	List of sites receiving free bike safety inspections/ maintenance, including dates
4.8 Schoolwide assembly	July-June	Director, SRTS Managers and Coordinators	List of sites receiving an assembly, including dates

Activities	Timeline	Person(s) Responsible	Measurable Deliverables
<b>5 Community and Family Services and Outreach</b>			
5.1 Family-targeted community events	July-June	Director, SRTS Managers and Coordinators	List of Family-targeted community events, with description of event, date & service provided, and number of people reached
5.2 Institutionalize program - work with Districts, PTA, ELAC, policies	July-June	Director, SRTS Leads	List of meetings &/or presentations, including dates & locations, relating to program institutionalization at the site or district level

**SCBC BIKE MONTH PHASE**

**PHASE B**

Bike Month is an ongoing annual program that encourages more people to ride bicycles for commuting to work as well as for general transportation.

**The following program activities are provided annually on a month by month schedule as follows:**

**February:**

Participate in planning meetings with Bike Month Technical Advisory Committee.  
Coordinate with local project sponsors for support and promotion of Bike To Work Day and Team Bike Challenge.

**March:**

Participate in planning meetings with Bike Month Technical Advisory Committee.  
Coordinate with local project sponsors for support and promotion of Bike To Work Day and Team Bike Challenge.  
Contact employers to organize employees for Team Bike Challenge.  
Meet with previous year Energizer Station hosts to identify locations for this year's Bike To Work Day event.

**April:**

Participate in planning meetings with Bike Month Technical Advisory Committee.  
Purchase materials and equipment for Bike To Work Day and Team Bike Challenge.  
Contact employers to organize employees for Team Bike Challenge, including tabling at places of employment when invited to do so by employers.  
Recruit volunteers for Bike To Work Day.  
Provide press releases and media appearances to promote Bike To Work Day and Team Bike Challenge.  
Map Energizer Station Locations for Bike To Work Day.

**May:**

Purchase materials and equipment for Bike to Work Day and Team Bike Challenge.  
Manage and promote Team Bike Challenge.  
Mange and promote Bike to Work Day.  
Produce "Ride Home from Work" events for riders who participated in Bike to Work Day.  
Plan Bike Month awards event.

**June:**

Produce Bike Month awards event.  
Tally results and report on participation for Bike to Work Day and Team Bike Challenge.

**COOPERATIVE FUNDING AGREEMENT NO.71515  
BETWEEN  
THE SONOMA COUNTY TRANSPORTATION AUTHORITY  
AND  
SONOMA COUNTY BICYCLE COALITION  
EXHIBIT B-2  
FINANCIAL PLAN AND SCHEDULE (2004 Dollars)**

**SCBC SAFE ROUTES TO SCHOOL PHASE**

**PHASE A**

**TOTAL BUDGET (September 2014-June 2018):**

<b>Fiscal Year</b>	<b>Prior</b>	<b>FY17/18</b>	<b>FY18/19</b>	<b>FY19/20</b>	<b>FY20/21</b>
<b>Amount</b>	\$275,000	\$300,000	\$0	\$0	\$0

**BIKE MONTH PHASE**

**PHASE B**

**TOTAL BUDGET (September 2014-June 2021):**

<b>Fiscal Year</b>	<b>Prior</b>	<b>FY17/18</b>	<b>FY18/19</b>	<b>FY19/20</b>	<b>FY20/21</b>
<b>Amount</b>	\$135,000	\$12,000	\$10,000	\$5,000	\$5,000

## Staff Report

**To:** Sonoma County Transportation Authority

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

**Item:** 3.4 Measure M Appropriation Request for Hearn Avenue Phase 3, City of Santa Rosa

**Date:** July 10, 2017

**Issue:**

Shall the SCTA appropriate funds for the Hearn Avenue, Phase 3 project in the amount of \$800,000 for the Right-of-Way (R/W) phase (letter attached)?

**Background:**

The SCTA adopted the *2017 Measure M Strategic Plan*, which sets forth the SCTA’s program and project implementation policies with regard to the use of funds provided under Measure M. Pursuant to the *Strategic Plan* and the associated cooperative funding agreements, each jurisdiction must submit an appropriation request to initiate spending of Measure M funding for the fiscal year in which the funds are programmed.

Coop Funding Agreement #	Jurisdiction	Category	Description	Phase	Appropriation Amount
M30706-A1	Santa Rosa	LSP	Hearn Ave Interchange Improvements	R/W	\$800,000
<b>TOTAL</b>					<b>\$800,000</b>

**Policy Impacts:**

The appropriation is within the established policies outlined in the Measure M Strategic Plan Chapter 4, Policy 7.

**Fiscal Impacts:**

Consistent with the *Strategic Plan*, Measure M funds in the amount of \$800,000 will be made available to the City of Santa Rosa for the Hearn Avenue Interchange Improvements. Appropriation of these funds is consistent with the funding availability defined in the Measure M cash-flow model.

**Staff Recommendation:**

Staff recommends that the Board adopt SCTA Resolution No. 2017-018 thus approving the aforementioned appropriation request.

**SCTA Resolution No. 2017-018**  
**Sonoma County Transportation Authority**  
**July 10, 2017**  
**M30706-A1**  
**City of Santa Rosa**  
**\$800,000**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY  
TRANSPORTATION AUTHORITY, COUNTY OF SONOMA, STATE OF CALIFORNIA,  
APPROPRIATING MEASURE M FUNDS OF \$800,000 TO THE CITY OF SANTA ROSA FOR  
HEARN AVENUE PHASE 3 RIGHT-OF-WAY, IN ACCORDANCE WITH COOPERATIVE  
FUNDING AGREEMENT NO. M30706-A1**

**WHEREAS**, the 2004 Sonoma County Traffic Relief Act Expenditure Plan (hereinafter "Expenditure Plan") includes \$9,000,000 in 2004 dollars, for the Hearn Avenue Interchange Improvements in Santa Rosa funding category; and

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

**WHEREAS**, City of Santa Rosa has submitted a Request for Appropriation of Funds dated June 12, 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.

**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 \$800,000 to the City of Santa Rosa pursuant to the Cooperative Agreement to be used for the purposes set forth in Attachment A attached hereto; and

**BE IT FURTHER RESOLVED**, funds will be disbursed to the City of Santa Rosa in accordance with the provisions of Cooperative Agreement but shall not exceed, on an annual basis, the amounts programmed by fiscal year, as shown in the Program of Projects in the 2017 Strategic Plan, as such plan may be amended from time to time; and

**BE IT FURTHER RESOLVED**, all 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 approval of this resolution.

**SCTA Resolution No. 2017-018**  
**Sonoma County Transportation Authority**  
**July 10, 2017**  
**M30706-A1**  
**City of Santa Rosa**  
**\$800,000**

**THE FOREGOING RESOLUTION** was moved by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and approved by the following vote:

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:

\_\_\_\_\_  
David Rabbitt, SCTA Chair

This **RESOLUTION** was entered into at a meeting of the Sonoma County Transportation Authority held on July 10, 2017 in Santa Rosa, California.

Attest:  
  
\_\_\_\_\_

Suzanne Smith, Executive Director  
Clerk, Sonoma County Transportation Authority

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

**ATTACHMENT A**  
**Use of Appropriated Funds**  
**SONOMA COUNTY TRANSPORTATION AUTHORITY**  
**RESOLUTION No. 2017-018**

Date: July 10, 2017

Amount of Funds: \$800,000

Appropriated to: City of Santa Rosa

Program Category: Local Streets Project (LSP)

Specific Project: Hearn Avenue Phase 3

Appropriated For: Right-of-Way (R/W)

Scope of Work: Complete the Right-of-Way Phase with a consultant and under partnership with Caltrans.

Other Conditions: None

Staff Comments: This is the sixth appropriation for this project

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

Project Number	Resolution Number	Date	Funds Appropriated	Cumulative Total
M30706	2006-010	June 12, 2006	\$50,000	<b>\$50,000</b>
M30706	2010-011	May 10, 2010	\$450,000	<b>\$500,000</b>
M30706	2010-019	June 14, 2010	\$1,050,000	<b>\$1,550,000</b>
M30706-A1	2015-006	April 13, 2015	\$1,150,000	<b>\$2,700,000</b>
M30706-A1	2017-002	February 6, 2017	\$1,800,000	<b>\$4,500,000</b>
M30706-A1	2017-018	July 10, 2017	\$800,000	<b>\$5,300,000</b>
<b>TOTAL FUNDS APPROPRIATED</b>				<b>\$5,300,000</b>



June 1, 2017

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

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

Dear SCTA Chair:

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

The City has entered into a cooperative funding agreement with the SCTA (Cooperative Agreement No.M30706-05) and is ready to begin work on the Right-of-Way (R/W) phase of the project. Below is the specific appropriation request information.

Project Name & Description:	<i>Hearn Avenue Interchange - Phase 3</i>
Project Category:	<i>Local Street Project</i>
Phase Development Phase of this Appropriation:	- <i>RAW (Right-of-Way)</i>
Amount of Measure M Appropriate Request:	<i>\$800,000</i>
Amount of Local Funding Match:	<i>\$800,000</i>
Sources of Local Funding Match:	<i>Capital Facilities Fees</i>
Total Project Cost:	<i>\$35,000,000</i>

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

<b>Project Development Phase</b>	<b>Begin</b>	<b>Complete</b>
Scoping	April 2010	April 2013
PAED	August 2014	December 2016
Right of Way	February 2017	November 2018
PS&E	February 2017	December 2018
Construction	July 2019	July 2021

Thank you for your consideration.  
 Sincerely,

Jason Nutt  
 Director of Transportation and Public Works

cc: Chris Catbagan  
 Nancy Adams

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

## Staff Report

**To:** Sonoma County Transportation Authority

**From:** James R. Cameron, Director Projects and Programming

**Item:** 3.5 – Highway 101 – Marin Sonoma Narrows (MSN) C2- Amendment No. 4 to Caltrans Cooperative Agreement No. 04-2308 for Plans Specifications & Estimate (PS&E)

**Date:** July 10, 2017

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### **Issue:**

Shall the SCTA enter into Amendment No. 4 to Caltrans Cooperative Agreement No. 4-2308 to increase the PS&E support funding in the amount of \$350,000?

### **Background:**

The Highway 101 Marin Sonoma Narrows (MSN) C2 Project is the northerly segment of the MSN project from just north of the Highway 101 and Highway 116 connection to 0.3 mile north of the Corona Road Overcrossing in Petaluma. The project includes sound walls, bridges, ramp widening, and median widening for High Occupancy Vehicle (HOV) lanes.

On January 11, 2010, the Board approved the selection of BKF consulting engineers to perform design services and for staff to negotiate and for the Chair to execute an agreement with BKF in an amount not to exceed \$5,000,000. An agreement in the amount of \$4,784,316 has been executed with BKF and the design is 100% complete.

On April 12, 2010, the Board authorized the Chair to execute Cooperative Agreement No. 4-2308 between SCTA and Caltrans defining responsibilities for delivering the various PS&E tasks and for identifying the project funding sources. Measure M funds will be used to fully fund the PS&E phase of the work. The cooperative agreement with Caltrans establishes that SCTA will be the lead agency for delivering the design work through BKF and establishes that Caltrans will provide only oversight and review functions at no cost to the SCTA.

On December 13, 2010, the Board authorized SCTA staff to negotiate Amendment No. 1 to the agreement with BKF to provide additional PS&E services to include the design of the Rainier Avenue Hwy 101 structure in the MSN C2 project for a not to exceed amount of \$498,000. The MSN C-2 PS&E package includes a new Hwy 101 structure at the location of the future Rainier Avenue Cross Town Connector.

On March 12, 2012, the Board approved amendment No. 2 to the BKF agreement to include scope modifications in order to meet current design standards and maintenance requirements including modifications to the East Washington Street Interchange; add northbound and southbound auxiliary lanes between the Lakeville Highway and East Washington Street Interchanges; modifications to the Lakeville Highway Interchange; relocating sound walls from the edge of pavement to the right of way line; and preparing a supplemental project report. Amendment No. 2 was approved by the Board for a not to exceed

amount of \$166,086 for additional design (PS&E) services and to extend the term of the agreement to June 30, 2013.

On June 11, 2012, the Board approved Amendment No. 3 to the BKF agreement for a not to exceed amount of \$125,000 and Amendment No. 1 to Cooperative Agreement No. 4-2308 between SCTA and Caltrans defining responsibilities for delivering the various PS&E tasks. When Amendment No. 2 to the BKF agreement was approved, it was assumed that Caltrans would perform the environmental revalidation work, however, after further evaluation, Caltrans determined they did not have the resources to perform the work. As a result, Amendment No. 3 to the BKF agreement was issued to have BKF complete the environmental revalidation.

On September 10, 2012, the Board approved Amendment No. 2 to Cooperative Agreement No. 4-2308 between SCTA and Caltrans for Caltrans to perform environmental studies beyond the original scope of work included in the BKF agreement, Amendment No. 3. The studies to be performed by Caltrans include noise, traffic forecasting, highway, operations, relocation impact and visual assessment impact for an estimated amount of \$56,700. Amendment No. 2 also included a \$20,000 contingency for a total amount of \$76,700.

On May 13, 2013 the Board approved Amendment No. 4 to the BKF agreement to extend the term of the contract through April 30, 2016 in order for BKF to complete design and environmental services.

On July 13, 2015, the Board approved Amendment No. 3 to Cooperative Agreement No. 4-2308 to reflect the actual cost Caltrans incurred to perform the environmental studies for noise, traffic forecasting, highway, operations, relocation impact and visual assessment impact which resulted in a savings of \$44,680.48.

On April 11, 2016, the Board approved Amendment No. 5 to the BKF agreement to extend the contract term through December 31, 2020 in order for BKF to complete design services and to provide design services for the right of way and construction phases should funding become available.

On December 12, 2016, the Board approved Amendment No. 2 to cooperative agreement SCTA11012 with Petaluma to advance \$7,000,000 of construction funds to fund the MSN C2 Soundwall Project (MSNC2A). The total estimated cost of the MSNC2A project is \$12,000,000. The remaining \$5,000,000 will likely be funded from an inter-program loan between the Local Street Projects Program and the Highway 101 Program. The current Cash Flow Model shows this loan being paid off in fiscal year 2021.

On May 8, 2017, the Board approved Amendment No. 6 to the BKF agreement to add scope to extract and package the MSNC2 soundwalls as a stand-alone project (MSNC2A) which will include finalizing the design and providing support during bid advertisement and the construction phase for a not to exceed amount of \$350,000.

Amendment No. 4 to Cooperative Agreement 04-2308 is needed to complete the design of the MSN C2 Soundwall Project (MSN C2A) and increase PS&E support by \$350,000. This amendment requires Caltrans to continue to provide only oversight and review functions at no cost to the SCTA.

The MSN C2A sound wall project is scheduled to go to construction in early 2019, see attached wall location map with schedule inset.

**Policy Impacts:**

None

**Fiscal Impacts:**

None, this document is only for Caltrans to provide oversight at no cost to the SCTA. The fiscal impact of \$350,000 was realized on May 8, 2017 when the Board approved the contract amendment with the consultant that is doing the PS&E work.

**Staff Recommendation:**

SCTA staff requests that the Board authorize staff to negotiate and for the Chair to execute Amendment No. 4 to Cooperative Agreement No. 4-2308 between SCTA and Caltrans to increase PS&E support by \$350,000, in substantially similar form as provided for in the attachment, subject to the final review and approval by legal counsel, and approve resolution 2017-019.

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY  
TRANSPORTATION AUTHORITY, COUNTY OF SONOMA, STATE OF CALIFORNIA,  
AUTHORIZING STAFF TO NEGOTIATE AND FOR THE CHAIR TO EXECUTE  
AMENDMENT NO. 4 TO COOPERATIVE AGREEMENT 4-2308 WITH THE CALIFORNIA  
DEPARTMENT OF TRANSPORTATION TO REFLECT THE COST OF SOUNDWALL  
PLANS, SPECIFICATION AND ESTIMATE.**

**WHEREAS**, the Sonoma County Transportation Authority (SCTA) entered into a Cooperative Agreement No. 4-2308 with Caltrans defining the responsibilities for delivering the various PS&E tasks and project funding source for the MSN C-2 Project; and,

**WHEREAS**, Amendment No. 1 to Cooperative Agreement No. 4-2320 added provisions for the SCTA to perform the revalidation work required by project scope changes; and,

**WHEREAS**, Amendment No. 2 to Cooperative Agreement No. 4-2320 added provisions for Caltrans to perform additional environmental studies required for the MSN C-2 Project since they were the best suited to prepare the studies;

**WHEREAS**, Amendment No. 3 to Cooperative Agreement No. 4-2320 updated the funding commitments to reflect the actual cost to perform environmental studies;

**WHEREAS**, SCTA can fund \$12,000,000 for construction of the MSN C2 Soundwalls as a stand-alone project including \$7,000,000 from Petaluma and \$5,000,000 from an inter-program loan between the Local Street Projects Program and the Highway 101 Program;

**WHEREAS**, Amendment No. 4 to Cooperative Agreement 4-2308 is needed to increase PS&E support by \$350,000 to complete the design of the MSN C2 Soundwalls Project.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors hereby authorizes the Chair to execute Amendment No. 4 to Cooperative Agreement No. 4-2308 to complete the design of the MSN C2 Soundwalls as a stand-alone project (MSN C2A), in substantially similar form as provided for in the attachment, subject to the final review and approval by legal counsel.

**THE FOREGOING RESOLUTION** was moved by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_ and approved by the following vote:

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**

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 July 10, 2017.

\_\_\_\_\_  
Suzanne Smith, Executive Director  
Clerk, Sonoma County Transportation Authority

**AMENDMENT NO. 4 TO COOPERATIVE AGREEMENT**

This Amendment No. 4 to Agreement (AMENDMENT), entered into, and effective on, \_\_\_\_\_ 2017, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and

Sonoma County Transportation Authority, a political subdivision of the State of California, referred to as SCTA.

**RECITALS**

1. CALTRANS and SCTA, collectively referred to as PARTNERS, entered into Agreement No. 04-2308 (AGREEMENT) on May 25, 2010, defining the terms and conditions for cooperating on the Plans, Specifications and Estimates (PS&E) phase of a highway improvement project (PROJECT) in Sonoma County. PROJECT consists of design of the northerly segment of the Marin-Sonoma Narrows project from just north of the U.S. 101 and State Route 116 connection to 0.3 mile north of the Corona Road Overcrossing in the City of Petaluma and includes sound walls, bridges, median widening and ramp widening.
2. PARTNERS entered into Amendment No. 1 to AGREEMENT on July 24, 2012 to increase funding for PS&E support in the amount of \$539,086.00, which included \$125,000.00 for work associated with an environmental revalidation effort.
3. PARTNERS entered into Amendment No. 2 to AGREEMENT on September 20, 2012 to increase PS&E support funding in the amount of \$76,700.00 for reimbursement to CALTRANS for conducting environmental studies associated with the environmental revalidation work, which included noise, traffic forecasting, highway operations, relocation impact, visual impact assessment, and maintenance support for field investigations.
4. PARTNERS entered into Amendment No. 3 to AGREEMENT on September 25, 2015 to reflect the actual expenditure of \$32,019.52 made by CALTRANS to perform the environmental studies for the environmental revalidation, resulting in a savings of \$44,680.48. The total PS&E support funding was reduced from \$5,400,102.00 to \$5,355,421.52.
5. PARTNERS now seek to enter into Amendment No. 4 to AGREEMENT to increase the PS&E support funding in the amount of \$350,000 from Measure M local funds to finalize the design of the soundwall project (MSN C2 Phase A).

**IT IS THEREFORE MUTUALLY AGREED:**

6. The attached FUNDING SUMMARY A-4 will replace FUNDING SUMMARY A-3 of AGREEMENT in its entirety.
7. The attached SPENDING SUMMARY A-4, will replace SPENDING SUMMARY A-3 of AGREEMENT in its entirety.
8. All other terms and conditions of AGREEMENT shall remain in full force and effect.
9. AMENDMENT is deemed to be included in, and made a part of, AGREEMENT.

**CONTACT INFORMATION**

The information provided below indicates the primary contact data for each partner to this agreement. PARTNERS will notify each other in writing of any personnel or location changes. These changes do not require an amendment to this agreement.

The primary agreement contact person for CALTRANS is:  
Betsy Joseph, Project Manager  
111 Grand Avenue  
Oakland, California 94126  
Office Phone: (510) 286-5097  
Mobile Phone: (510) 290-7529  
Email: betcy\_joseph@dot.ca.gov

The primary agreement contact person for SCTA is:  
James Cameron, Deputy Director of Projects and Programming  
490 Mendocino Avenue, Suite 206  
Santa Rosa, California 95401  
Office Phone: (707) 565-5373  
Email: jcameron@sctainfo.org

**SIGNATURES**

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into AMENDMENT.
3. The people signing AMENDMENT have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

SONOMA COUNTY TRANSPORTATION  
AUTHORITY

By: \_\_\_\_\_  
Helena (Lenka) Culik-Caro  
Deputy District Director - Design

By: \_\_\_\_\_  
SCTA Chair

CERTIFIED AS TO FUNDS:

Attest: \_\_\_\_\_  
SCTA Executive Director

By: \_\_\_\_\_  
Interim District Budget Manager

APPROVED AS TO FORM AND  
PROCEDURE

By: \_\_\_\_\_  
SCTA Counsel

**FUNDING SUMMARY A-4**

<b>Funding Source</b>	<b>Funding Partner</b>	<b>Fund Type</b>	<b>PS&amp;E</b>	<b>Subtotal Support</b>	<b>Subtotal Funds Type</b>
LOCAL	SCTA	Local	\$5,705,421.52	\$5,705,421.52	\$5,705,421.52
		Subtotals by Component	\$5,705,421.52	\$5,705,421.52	\$5,705,421.52

**SPENDING SUMMARY A-4**

**Design (PS&E)**

<b>Description</b>	<b>Work Partner assigned by Scope Summary</b>	<b>SCTA Local Funds</b>
PLANS, SPECIFICATIONS AND ESTIMATES (PS&E) - 3.185, 230, 235, 240, 250, 255, 260	SCTA	\$5,673,402.00
PLANS, SPECIFICATIONS AND ESTIMATES (PS&E) - 3.255.15	CALTRANS	\$32,019.52
<b>TOTAL</b>	SCTA/CALTRANS	\$5,705,421.52

Construct Soundwalls in four locations within the City of Petaluma along Highway 101



CALTRANS EA: 04-264F24

## Staff Report

**To:** Sonoma County Transportation Authority

**From:** James R. Cameron, Director Projects and Programming

**Item:** 3.6 – Highway 101 – Marin Sonoma Narrows (MSN) Median Widening B2 Phase 2 Caltrans Cooperative Agreement No. 04-2666 for Construction

**Date:** July 10, 2017

**Issue:**

Shall the SCTA enter into Cooperative Agreement No. 04-2666 with Caltrans for the construction phase of the MSN Median Widening B2 Phase 2 Project?

**Background:**

On November 20, 2012, SCTA entered into Cooperative Agreement 4-2462 with Caltrans to define the funding, roles and responsibilities necessary for the design and right of way phases needed for the Highway 101 MSN-Median Widening Contract.

On September 9, 2013, SCTA entered into Cooperative Agreement 4-2462-A1 to amend the agreement to correct an administrative error regarding the allowable Work Breakdown Structure (WBS) coding for Caltrans Right of Way Support.

In October of 2014, the project was shelved due to lack of construction funding. Since that time, SCTA has secured the funding for construction and a Cooperative Agreement with Caltrans is needed for the construction phase. Cooperative Agreement 04-2666 defines the scope, funding and responsibilities of each party for the Construction Phase of the project.

The funding for the project is as follows:

Fund Type	CON SUPPORT	CON CAPITAL	TOTAL
State		\$3,000,000	\$3,000,000
Federal	\$6,000,000	\$10,800,000	\$16,800,000
Local (Measure M)		\$15,200,000	\$15,200,000
Totals	\$6,000,000	\$29,000,000	\$35,000,000

This contract is schedule to be under construction in April of 2018 and open High Occupancy Vehicle (HOV) lanes by the end of 2019. See map attached for limits of HOV lanes that will open.

SCTA is currently working on a fund swap to replace \$12,000,000 of Measure M funds with MTC Regionally controlled Federal funds call STP/CMAQ. Staff is also requesting authorization to amend this Cooperative Agreement to reflect the fund swap once the federal funds are approved.

**Policy Impacts:**

None

**Fiscal Impacts:**

\$15,200,000 from the Measure M Highway 101 account shall fund Cooperative Agreement 04-2666 which was previously programmed and authorized for the construction phase. The funds are included in the Measure M Expenditure Plan and Cash Flow Model.

**Staff Recommendation:**

SCTA staff requests that the Board authorize staff to negotiate and for the Chair to execute proposed Cooperative Agreement 04-2666 with Caltrans for the MSN Median Widening B2 Phase 2 Project for the construction phase of the project, subject to final review and approval by legal counsel; and to authorize the Chair to execute a future amendment to Cooperative Agreement 04-2466 for the swap of up to \$12,000,000 of Measure M funds with Federal funds.

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY  
TRANSPORTATION AUTHORITY, COUNTY OF SONOMA, STATE OF CALIFORNIA,  
AUTHORIZING THE CHAIR TO EXECUTE COOPERATIVE AGREEMENT 4-2666 FOR  
CONSTRUCTION FOR THE HIGHWAY 101 MARIN SONOMA NARROWS (MSN) MEDIAN  
WIDENING B2 PHASE 2 CONTRACT**

**WHEREAS**, SCTA is authorized to provide Measure M funds for project development and construction of certain transportation projects through the California Department of Transportation (Caltrans); and

**WHEREAS**, SCTA has secured funding in the amount of \$35,000,000 for the construction of the MSN Median Widening B2 Phase 2 Project;

**WHEREAS**, Cooperative Agreement No. 4-2666 is needed for the construction phase in order to define roles, responsibilities and funding for the project;

**WHEREAS**, SCTA is negotiating a fund swap of \$12,000,000 of Measure M funds with Federal funds.

**WHEREAS**, after the \$12,000,000 of federal funds are approved, Cooperative Agreement 04-2666 will require an amendment to reflect the change in funds;

**NOW, THEREFORE, BE IT RESOLVED** that Board of Directors of the Sonoma County Transportation Authority authorizes the chair to execute Cooperative Agreement 04-2666 with Caltrans, in substantially similar form as provided for in the attachment, subject to the final review and approval by legal counsel.

**BE IT FURTHER RESOLVED** that the Board of Directors of the Sonoma County Transportation Authority authorizes the Chair to execute a future amendment to Cooperative Agreement 04-2466 for the swap of \$12,000,000 of Measure M funds with Federal funds.

**THE FOREGOING RESOLUTION** was moved by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_ and approved by the following vote:

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**

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 July 10, 2017.

\_\_\_\_\_  
Suzanne Smith, Executive Director  
Clerk, Sonoma County Transportation Authority

## **COOPERATIVE AGREEMENT**

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

Sonoma County Transportation Authority, a public corporation/entity, referred to hereinafter as SCTA.

### **RECITALS**

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code sections 114 and 130.
2. For the purpose of this AGREEMENT, *widen for HOV lanes on U.S. Highway 101 from Marin County 0.6 miles south of the Marin/Sonoma County line (PM Mrn 27.0) to 0.3 miles south of the East Washington Street Overcrossing in Sonoma County (PM Son 4.5)* will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:
  - CONSTRUCTION

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

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

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

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

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

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

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

5. The following work associated with this PROJECT has been completed or is in progress:

- CALTRANS approved the Environmental Impact Report on October 29, 2009.
- CALTRANS approved the Environmental Impact Statement on October 29, 2009.
- CALTRANS is developing the R/W Certification on August 1, 2017 (Cooperative Agreement No. 04-2462).
- SCTA is developing the Plans, Specifications and Estimate on July 20, 2017 (Cooperative Agreement No. 04-2462).

6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

## **RESPONSIBILITIES**

### **Sponsorship**

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

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

9. SCTA is the SPONSOR for the WORK in this AGREEMENT.

### **Implementing Agency**

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

- CALTRANS is the Construction IMPLEMENTING AGENCY.

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

11. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

### **Funding**

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

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

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

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

14. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
15. Federally ineligible work shall not be paid with a Federal or Local-Federal fund type, or the portion of a non-Federal fund type used as a match for a Federal or Local-Federal fund type. PARTIES shall ensure any fund type used for federally ineligible work will not exceed proportional share of fund type within PROJECT COMPONENT.
16. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
17. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

#### **CEQA/NEPA Lead Agency**

18. CALTRANS is the CEQA Lead Agency for the PROJECT.
19. CALTRANS is the NEPA Lead Agency for the PROJECT.

#### **Environmental Permits, Approvals and Agreements**

20. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTIES responsibilities in this AGREEMENT.
21. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

22. The PROJECT requires the following environmental permits/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
404, US Army Corps Of Engineers
401, Regional Water Quality Control Board
1602 California Department of Fish and Wildlife
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board

### **CONSTRUCTION**

23. As the CONSTRUCTION IMPLEMENTING AGENCY, CALTRANS is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
24. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.
25. Right-of-way conveyances must be completed prior to WORK completion, unless PARTIES mutually agree to other arrangements in writing.
26. CALTRANS will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, CALTRANS also accepts responsibility to administer the construction contract.
27. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTIES must agree in writing on a course of action within fifteen (15) working days. If no agreement is reached within fifteen (15) work days the IMPLEMENTING AGENCY will not award the construction contract.
28. CALTRANS will implement changes to the construction contract through Change Orders. PARTIES will review and concur on all Change Orders over \$50,000.
29. PARTIES confirm that upon WORK completion, no maintenance agreement will be necessary.

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

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

### **Schedule**

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

### **Additional Provisions**

#### *Standards*

33. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; FHWA standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:
- CALTRANS policies and directives
  - Project Development Procedures Manual (PDPM)
  - Workplan Standards Guide
  - Construction Manual

#### *Qualifications*

34. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.
35. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

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

Disclosures

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

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

38. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public documents. PARTIES will consult with each other prior to the release of any public documents related to the WORK.

Hazardous Materials

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

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

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

40. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.

41. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

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

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

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

43. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.
44. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

### Claims

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

Accounting and Audits

48. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
49. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

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

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

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

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

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

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

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

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

51. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
52. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with Chapter 10 of the Local Assistance Procedures Manual.

### Interruption of Work

53. If WORK stops for any reason, each PARTY will continue to implement the obligations of this AGREEMENT, including the commitments and conditions included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

### Penalties, Judgements and Settlements

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

### Environmental Compliance

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

## **GENERAL CONDITIONS**

### **Venue**

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

### **Exemptions**

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

### **Indemnification**

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

### **Non-parties**

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

### **Ambiguity and Performance**

64. SCTA will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. SCTA waives the provisions of California Civil Code section 1654.

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

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

### **Defaults**

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

### **Dispute Resolution**

67. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of SCTA will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

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

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

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

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

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

## **Prevailing Wage**

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

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

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

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

## **DEFINITIONS**

**PARTY** – Any individual signatory party to this AGREEMENT.

**PARTIES** – The term that collectively references all of the signatory agencies to this AGREEMENT.

**WORK BREAKDOWN STRUCTURE (WBS)** – A WBS is a standardized hierarchical listing of project work activities/products in increasing levels of detail. The CALTRANS WBS defines each **PROJECT COMPONENT** as a group of work activities/products. The CALTRANS Work Breakdown Structure is defined in the CALTRANS Workplan Standards Guide.

### **Contact Information**

#### **CALTRANS**

Wajahat Nyaz, Regional Project Manager  
111 Grand Avenue  
Oakland, CA 94612  
Office Phone: (510) 286-5119  
Mobile Phone: (510) 715-6450  
Email: wajahat.nyaz@dot.ca.gov

#### **SONOMA COUNTY TRANSPORTATION AUTHORITY**

James Cameron, Director of Projects and Programming  
490 Mendocino Avenue, Suite 206  
Santa Rosa, CA 95401  
Office Phone: (707) 565-5377  
Email: james.cameron@scta.ca.gov

## SIGNATURES

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

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

### STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

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

### VERIFICATION OF FUNDS AND AUTHORITY:

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Jeffrey Armstrong  
District Budget Manager

### CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:

---

Tamara Warren  
HQ Accounting Supervisor

### SONOMA COUNTY TRANSPORTATION AUTHORITY

---

David Rabbitt  
Chair, SCTA Board

Attest:

---

Suzanne Smith  
Executive Director

Approved as to form and procedure:

---

Cory O'donnell  
Attorney

**FUNDING SUMMARY NO. 01**

<b>FUNDING TABLE</b> <span style="float: right;">v. 2</span>					
<b>IMPLEMENTING AGENCY →</b>			<b>CALTRANS</b>		<b>Totals</b>
<b>Source</b>	<b>Party</b>	<b>Fund Type</b>	<b>CONST. SUPPORT</b>	<b>CONST. CAPITAL</b>	
STATE	CALTRANS	TCIF	0	3,000,000	3,000,000
LOCAL-FEDERAL	SCTA	STP/CMAQ (88.53%)	0	1,000,000	1,000,000
LOCAL-FEDERAL	SCTA	HPP (100 %)	6,000,000	9,000,000	15,000,000
LOCAL	SCTA	Measure	0	15,200,000	15,200,000
LOCAL	SCTA	TEA	0	800,000	800,000
<b>Totals</b>			<b>6,000,000</b>	<b>29,000,000</b>	<b>35,000,000</b>

<b><u>EXPENDITURE TABLE</u></b> <span style="float: right;">v. 4</span>				
<b><u>IMPLEMENTING AGENCY</u></b> →			<b><u>CALTRANS</u></b>	
Source	Party	Fund Type	CONST. CAPITAL	
			Eligible	Ineligible
STATE	CALTRANS	TCIF	X	X
LOCAL-FEDERAL	SCTA	STP/CMAQ (88.53%)	X	--
LOCAL-FEDERAL	SCTA	HPP (100 %)	X	--
LOCAL	SCTA	Measure	X	--
LOCAL	SCTA	TEA	X	X

Note: An "X" denotes the funding type is available for payment.

<b><u>SPENDING SUMMARY</u></b> <span style="float: right;">v 21</span>				
Fund Type	CONST. SUPPORT		CONST. CAPITAL	Totals
	<u>CALTRANS</u>	SCTA	<u>CALTRANS</u>	
TCIF	0	0	3,000,000	3,000,000
STP/CMAQ	0	0	1,000,000	1,000,000
HPP	6,000	0	9,000,000	15,000,000
Measure	0	0	15,200,000	15,200,000
TEA	0	0	800,000	800,000
<b>Totals</b>	6,000	0	29,000,000	35,000,000

**Funding**

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

2. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

**ICRP Rate**

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
4. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that that will change the federal share of funds.

**Invoicing and Payment**

5. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SCTA will pay invoices within five (5) calendar days of receipt of invoice.

6. If SCTA has received EFT certification from CALTRANS then SCTA will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
7. CALTRANS will draw from state and federal funds that are provided by SCTA without invoicing SCTA when CALTRANS administers those funds and CALTRANS has been allocated those funds by the CTC and whenever else possible.
8. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

CONSTRUCTION Support

9. CALTRANS will invoice and SCTA will reimburse for actual costs incurred and paid.

CONSTRUCTION Capital

10. CALTRANS will invoice SCTA for a \$55,200 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of CONSTRUCTION CAPITAL expenditures. This deposit represents one (1) months' estimated costs.

Thereafter, CALTRANS will invoice and SCTA will reimburse for actual costs incurred and paid.

# Marin Sonoma Narrows Unfunded HOV Lane Projects

Sonoma  
County

**C2**  
**\$85m**

**Lanes Open  
End of 2019**

**B1 Phase 2**  
**\$86m**

	mixed flow
	HOV built/funded
	HOV unfunded

Marin  
County

**A4**  
**\$34m**



SONOMA COUNTY TRANSPORTATION AUTHORITY

Not to scale - This graphic is provided for illustrative purposes only.



## Staff Report

**To:** Sonoma County Transportation Authority

**From:** James R. Cameron, Director Projects and Programming

**Item:** 3.7 – MTC – agreement with MTC related to Marin Sonoma Narrow Project B2 Phase 2 Funding Plan

**Date:** July 10, 2017

**Issue:**

Shall the SCTA enter into Agreement SCTA18006 with MTC for the construction phase funding of the MSN Median Widening B2 Phase 2 Project?

**Background:**

MTC and SCTA have successfully partnered on projects and programs that have resulted in delivery of critical transportation infrastructure and planning documents. MTC’s support was crucial to the current funding plan for the MSN B2 Phase 2 project, helping to secure both State and federal funds. The current fully funded delivery plan for MSN B2 Phase 2 is as follows:

Fund Type	CON SUPPORT	CON CAPITAL	TOTAL
State		\$3,000,000	\$3,000,000
Federal	\$6,000,000	\$10,800,000	\$16,800,000
Local (Measure M)		\$15,200,000	\$15,200,000
Totals	\$6,000,000	\$29,000,000	\$35,000,000

SCTA is proposing a revised funding plan to maximize project delivery for the region. Once a project is federalized it is advantageous to maximize federal funds on that project to expedite project deliver for the region. The recommended revised funding plan is as follows:

Fund Type	CON SUPPORT	CON CAPITAL	TOTAL
State		\$3,000,000	\$3,000,000
Federal	\$6,000,000	\$22,800,000	\$28,800,000
Local (Measure M)		\$3,200,000	\$3,200,000
Totals	\$6,000,000	\$29,000,000	\$35,000,000

Attached is the amended project programming request form showing the detailed funding plan revisions. Implementation of this amended funding plan requires entering into the attached Exchange Agreement with MTC. \$12 million in local Measure M funds will be exchanged with MTC’s regionally controlled federal funds

called Surface Transportation Block Grant Program and/or Congestion Mitigation and Air Quality Improvement (STP/CMAQ).

The project construction contract is schedule to be physically under construction in April of 2018 and open High Occupancy Vehicle (HOV) lanes by the end of 2019. This agreement will not affect the groundbreaking or construction schedule of the project.

**Policy Impacts:**

Approving the exchange of Measure M Funds for other fund sources that will be expended on Measure M eligible expenditures is within the policies of the SCTA and Measure M.

**Fiscal Impacts:**

The total planned and approved \$15,200,000 expenditure from the Measure M Highway 101 account remains unchanged. \$3,200,000 will be directly paid to Caltrans and \$12,000,000 shall be paid to MTC in exchange for the federal funds that will be expended by Caltrans for the delivery of the MSN B2 Phase 2 project.

**Staff Recommendation:**

SCTA staff requests that the Board authorize staff to negotiate and for the Chair to execute proposed Agreement SCTA18006 with MTC for the exchange of regional discretionary funds, such as Surface Transportation Block Grant Program and/or Congestion Mitigation and Air Quality Improvement (STP/CMAQ) funds, for Measure M Highway 101 funds currently programmed to the Median Widening B2 Phase 2 Project for the construction phase of the project, in substantially similar form as provided for in the attachment, subject to final review and approval by legal counsel.

**PROJECT PROGRAMMING REQUEST**

DTP-0001 (Revised April 2015)

General Instructions

<input type="checkbox"/> New Project					<b>Date:</b>	6/13/17
<b>District</b>	<b>EA</b>	<b>Project ID</b>		<b>PPNO</b>	<b>MPO ID</b>	<b>TCRP No.</b>
04	2640N			0360u		
<b>County</b>	<b>Route/Corridor</b>	<b>PM Bk</b>	<b>PM Ahd</b>	<b>Project Sponsor/Lead Agency</b>		
SON	101	0.0	4.5	Sonoma County Transportation Authority		
MRN	101	27	27.6	<b>MPO</b>		<b>Element</b>
				MTC		
<b>Project Manager/Contact</b>		<b>Phone</b>		<b>E-mail Address</b>		
James Cameron		707-565-5377		<a href="mailto:james.cameron@scta.ca.gov">james.cameron@scta.ca.gov</a>		
<b>Project Title</b>						
MSN B2 Phase 2 Sonoma Median Widening HOV lanes (MRN 27.0-SON 4.5)						
<b>Location, Project Limits, Description, Scope of Work</b>						<input type="checkbox"/> See page 2
Marin and Sonoma Counties: Provide median and shoulder widening between Kastania Road and just south of the county line for HOV lanes.						
<input type="checkbox"/> Includes ADA Improvements			<input type="checkbox"/> Includes Bike/Ped Improvements			
<b>Component</b>	<b>Implementing Agency</b>					
PA&ED	Caltrans					
PS&E	SCTA					
Right of Way	SCTA/Caltrans					
Construction	Caltrans					
<b>Purpose and Need</b>						<input type="checkbox"/> See page 2
Improve freight throughout and reduce congestion by adding HOV lanes on primary freight corridor.						
<b>Project Benefits</b>						<input type="checkbox"/> See page 2
Reduce congestion through a primary freight commute corridor and reduce GHG. 2,700 vehicle hours and 4,100 person hours saved per day due to increased travel speed and reduced congestion through the corridor. Reducing travel delay in the corridor will provide a direct benefit to freight throughput by reducing trucking hours lost due to congestion.						
<input checked="" type="checkbox"/> Supports Sustainable Communities Strategy (SCS) Goals			<input checked="" type="checkbox"/> Reduces Greenhouse Gas Emissions			
<b>Project Milestone</b>						<b>Proposed</b>
Project Study Report Approved						01/29/99
Begin Environmental (PA&ED) Phase						04/23/01
Circulate Draft Environmental Document				<b>Document Type</b>	EIR/EIS	10/16/07
Draft Project Report						10/09/07
End Environmental Phase (PA&ED Milestone)						10/29/09
Begin Design (PS&E) Phase						08/08/13
End Design Phase (Ready to List for Advertisement Milestone)						08/11/17
Begin Right of Way Phase						08/08/13
End Right of Way Phase (Right of Way Certification Milestone)						08/11/17
Begin Construction Phase (Contract Award Milestone)						03/06/18
End Construction Phase (Construction Contract Acceptance Milestone)						12/31/19
Begin Closeout Phase						01/01/20
End Closeout Phase (Closeout Report)						12/30/20

**ADA Notice** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**PROJECT PROGRAMMING REQUEST**

DTP-0001 (Revised April 2015)

Date: 6/13/17

District	County	Route	EA	Project ID	PPNO	TCRP No.
04	SON, MRN	101, 101	2640N		0360u	
<b>Project Title:</b> MSN B2 Phase 2 Sonoma Median Widening HOV lanes (MRN 27.0-SON 4.5)						

Proposed Total Project Cost (\$1,000s)									Notes
Component	Prior	16/17	17/18	18/19	19/20	20/21	21/22+	Total	
E&P (PA&ED)									
PS&E	2,642							2,642	
R/W SUP (CT)	20							20	
CON SUP (CT)			6,000					6,000	
R/W									
CON			29,000					29,000	
<b>TOTAL</b>	<b>2,662</b>		<b>35,000</b>					<b>37,662</b>	TCIF Amend #1 No Changes to total project costs

Fund No. 1:	Local								Program Code
Proposed Funding (\$1,000s)									Funding Agency
Component	Prior	16/17	17/18	18/19	19/20	20/21	21/22+	Total	
E&P (PA&ED)									SCTA
PS&E									Local Sales Tax - TCIF Amend #1 Reduce \$12M
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			3,200					3,200	
<b>TOTAL</b>			<b>3,200</b>					<b>3,200</b>	

Fund No. 2:	Re-Purposed Port Sonoma Earmark								Program Code
Proposed Funding (\$1,000s)									Funding Agency
Component	Prior	16/17	17/18	18/19	19/20	20/21	21/22+	Total	
E&P (PA&ED)									LL40
PS&E									FHWA
R/W SUP (CT)									Repurposed Earmark
CON SUP (CT)			6,000					6,000	
R/W									
CON			9,000					9,000	
<b>TOTAL</b>			<b>15,000</b>					<b>15,000</b>	

Fund No. 3:	SAFETEA-LU Earmark								Program Code
Proposed Funding (\$1,000s)									Funding Agency
Component	Prior	16/17	17/18	18/19	19/20	20/21	21/22+	Total	
E&P (PA&ED)									SAFETEA-LU 3762
PS&E	2,642							2,642	FHWA
R/W SUP (CT)	20							20	
CON SUP (CT)									
R/W									
CON			800					800	
<b>TOTAL</b>	<b>2,662</b>		<b>800</b>					<b>3,462</b>	

**PROJECT PROGRAMMING REQUEST**

DTP-0001 (Revised April 2015)

Date: 6/13/17

District	County	Route	EA	Project ID	PPNO	TCRP No.
04	SON, MRN	101, 101	2640N		0360u	
<b>Project Title:</b> MSN B2 Phase 2 Sonoma Median Widening HOV lanes (MRN 27.0-SON 4.5)						

Fund No. 4: Prop 1b Trade Corridor Improvement Fund (TCIF)									Program Code
Proposed Funding (\$1,000s)									TCIF
Component	Prior	16/17	17/18	18/19	19/20	20/21	21/22+	Total	Funding Agency
E&P (PA&ED)									CTC
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			3,000					3,000	
<b>TOTAL</b>			<b>3,000</b>					<b>3,000</b>	

Fund No. 5: Federal									Program Code
Proposed Funding (\$1,000s)									STP/CMAQ
Component	Prior	16/17	17/18	18/19	19/20	20/21	21/22+	Total	Funding Agency
E&P (PA&ED)									MTC
PS&E									TCIF Amend #1 Increase \$12M
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			13,000					13,000	
<b>TOTAL</b>			<b>13,000</b>					<b>13,000</b>	

Fund No. 6:									Program Code
Proposed Funding (\$1,000s)									
Component	Prior	16/17	17/18	18/19	19/20	20/21	21/22+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
<b>TOTAL</b>									

Fund No. 7:									Program Code
Proposed Funding (\$1,000s)									
Component	Prior	16/17	17/18	18/19	19/20	20/21	21/22+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
<b>TOTAL</b>									

**Agreement between the Metropolitan Transportation Commission and the Sonoma County Transportation Authority for the exchange of regional discretionary funds, such as Surface Transportation Block Grant Program and/or Congestion Mitigation and Air Quality Improvement (STP/CMAQ) funds, for Measure funds**

This AGREEMENT is entered into on the 22nd day of August, 2017, by and between the SONOMA COUNTY TRANSPORTATION AUTHORITY, (“AUTHORITY”), created under California Public Utility Code 180000 et seq. and the METROPOLITAN TRANSPORTATION COMMISSION (“MTC”), a regional transportation agency created under California Government Code Sections 66500 et seq.

RECITALS

- (1) As authorized by a ballot measure (“Measure M”) approved by the voters in the County of Sonoma (“Sonoma County”) on November 2, 2004, AUTHORITY established a sales tax (the “Measure M Sales Tax”) to establish a source of funding for traffic relief goals and improvements set out in the expenditure plan (the “Measure M Expenditure Plan”) included in Measure M.
- (2) AUTHORITY is the sponsoring agency for the Marin Sonoma Narrow B2 Phase 2 Sonoma Median Widening Project (“PROJECT”) which is part of the Highway 101 Program identified in the Measure M Expenditure Plan.
- (3) PROJECT design work is substantially complete and with adequate funds construction will commence in fiscal year 2017-18 to relieve traffic congestion in Sonoma County.
- (4) AUTHORITY has requested the assistance of MTC to identify construction funds needed for the PROJECT.
- (5) AUTHORITY has requested the assistance of MTC to expedite delivery of the PROJECT by providing \$12.0 million in Surface Transportation Block Grant Program (STP) and /or Congestion Mitigation and Air Quality Improvement (CMAQ) funds (“STP/CMAQ FUNDS”) for PROJECT in fiscal year 2017-18 in exchange for Sonoma Measure M funds (“MEASURE FUNDS”).
- (6) MTC, the transportation planning, coordinating and financing agency for the nine-county San Francisco Bay Area, is eligible to program and assign STP/CMAQ FUNDS, and has discretionary funding authority of the \$12.0 million in STP/CMAQ FUNDS.
- (7) AUTHORITY is able to provide \$12.0 million in unrestricted MEASURE FUNDS in exchange for expedited delivery of \$12.0 million in STP/CMAQ FUNDS.
- (8) AUTHORITY and MTC desire to proceed with this funding exchange immediately, as nothing in this Agreement adversely affects MTC's responsibility to program regional discretionary funds to other programmed projects in the Bay Area.

- (9) AUTHORITY and MTC mutually desire to specify the terms and conditions under which MTC is to provide STP/CMAQ FUNDS to AUTHORITY, in exchange for AUTHORITY's assignment of MEASURE FUNDS to be repaid to MTC.

Now, therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

#### Section I

##### MTC AGREES:

- (1) To perform such actions and to deliver such documents as are necessary to complete the delivery of STP/CMAQ FUNDS to AUTHORITY in accordance with this Agreement.
- (2) Upon execution of this Agreement, to ensure the programming of a maximum total of \$12.0 million of MTC-apportioned STP/CMAQ FUNDS, including authorizing apportionment and obligation authority to AUTHORITY for implementation of PROJECT (contingent upon the availability of federal apportionment), Obligation Authority, allocation capacity and required approvals by CTC.

#### Section II

##### AUTHORITY AGREES:

- (1) To make payments of MEASURE FUNDS to MTC as outlined in the payment schedule of Appendix A and to the AUTHORITY'S continued authorization to collect and expend the sales tax proceeds provided by MEASURE M.
- (2) To secure allocation/obligation, extensions, and/or reprogramming of entire amount of the STP/CMAQ FUNDS by January 31, 2018.
- (3) To pay interest at the simple annual rate of two (2) percent on the unpaid balance remaining after June 30, 2020, and before June 30, 2022, as listed in the payment schedule of Appendix A.
- (4) To pay interest at the simple annual rate of five (5) percent for any unpaid balance, including interest, greater than the amounts listed on the repayment schedule outlined in Appendix A, including any balance remaining, after June 30, 2022.
- (5) AUTHORITY shall have no obligation to make any payments unless and until such time as a contract for the construction of the Project has been awarded by the State of California, Department of Transportation ("Caltrans"). If no contract is awarded, or if the Project becomes unfunded, AUTHORITY may terminate this Agreement pursuant to the terms of Section III, Paragraph 1 below.
- (6) To meet all federal, state and regional project funding delivery requirements associated with STP/CMAQ FUNDS.

Section III

IT IS MUTUALLY AGREED:

- (1) The term of this Agreement shall commence on August 22, 2017. This Agreement shall terminate upon the satisfaction of AUTHORITY's obligation to pay MTC with MEASURE FUNDS and the completion of the PROJECT, as outlined in Section II of this Agreement. Notwithstanding the above, AUTHORITY may terminate this Agreement by written notice to MTC, if without a request from the AUTHORITY, the CTC does not amend the Marin-Sonoma Narrows (MSN) baseline agreement to replace local funds with STP/CMAQ funds or AUTHORITY has not received an obligation of the STP/CMAQ FUNDS by December 31, 2017, and no arrangement for availability of these funds after December 31, 2017 has been made by MTC to the satisfaction of AUTHORITY. AUTHORITY may also terminate this Agreement if PROJECT becomes unfunded at any time prior to project award due to cost increases or loss of other funds. If the Agreement is terminated by AUTHORITY prior to transfer of MEASURE FUNDS to MTC outlined in payment schedule in Appendix A, AUTHORITY shall secure a de-obligation of any obligated funds greater than MEASURE FUNDS transferred to MTC. MTC will reprogram the \$12.0 million in STP/CMAQ funds to other project(s).
- (2) Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, commissioners, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense, arising from the negligence of each such indemnifying party in the performance of this Agreement.
- (3) Nothing in this Agreement shall preclude AUTHORITY from making payments, including interest payments in advance of the schedule or in excess of the annual amounts outlined in Appendix A, thus reducing the balance remaining. There shall be no pre-payment penalty for any such advance or excess payments.
- (4) MTC reserves the right to withhold from AUTHORITY future regional discretionary funds otherwise allocated to AUTHORITY, after consultation with AUTHORITY, if AUTHORITY fails to meet its obligation to make payments to MTC with MEASURE FUNDS, including interest, as specified in this Agreement.
- (5) MTC and AUTHORITY acknowledge and agree that AUTHORITY's obligation to provide Measure Funds in exchange for the STP/CMAQ FUNDS is and shall constitute a Subordinate Obligation as such term is defined in the Indenture, dated January 1, 2008, as supplemented, between the AUTHORITY and The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust company, N.A., as trustee.
- (6) This Agreement shall bind and benefit the parties hereto and their heirs, successors, and permitted assigns.

- (7) MTC and AUTHORITY agree 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.
- (8) 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) All required or permitted payments, reports, demands and notices may be sent by regular mail or electronic mail. Notices that are mailed by regular mail shall be deemed delivered two (2) business days after deposited in the mail. Notices may be personally delivered and shall be deemed delivered at the time delivered to the appropriate address set forth below. Notices delivered by electronic mail shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return electronic mail or other written acknowledgment of receipt); provided that, if such notice is not sent during normal business hours of the recipient, such notice shall be deemed to have been sent at the opening of business on the next business day of the recipient. Unless and until notified otherwise in writing, a PARTY shall send or deliver all such communications relating to this Agreement to the following address:

James R. Cameron  
Sonoma County Transportation Authority  
490 Mendocino Avenue, Suite 206  
Santa Rosa, CA 95401  
james.cameron@scta.ca.gov

Ross McKeown  
Metropolitan Transportation Commission  
Bay Area Metro Center  
375 Beale Street, Suite 800  
San Francisco, CA 94105  
rmckeown@bayareametro.gov

- (10) This Agreement is the entire agreement among MTC and AUTHORITY relating to the subject matter of this Agreement. MTC and AUTHORITY acknowledge they have not relied upon any promise, representation or warranty not expressly set forth in this Agreement in executing this Agreement.
- (11) Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of MTC or AUTHORITY to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
- (12) No waiver by either party of any default or breach of any covenant by the other party shall be implied from any omission to take action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than the default specified in such waiver and then such waiver shall be operative only for the time and to

the extent stated in such waiver. Waivers of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. No waiver of any provision under this Agreement shall be effective unless in writing and signed by the waiving party.

- (13) MTC and AUTHORITY represent and warrant that they are authorized to execute this Agreement.
- (14) This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, MTC and AUTHORITY have executed this Agreement as of the date first written above.

SONOMA COUNTY  
TRANSPORTATION AUTHORITY

METROPOLITAN TRANSPORTATION  
COMMISSION

\_\_\_\_\_  
SCTA Chair

\_\_\_\_\_  
Steve Heminger, Executive Director

\_\_\_\_\_  
Suzanne Smith, Executive Director

Approved as to Form:

\_\_\_\_\_  
Adam Brand, Legal Counsel

\_\_\_\_\_

# APPENDIX A

## Agreement for federal STP Funds

### Payment Schedule

SCTA18006

Exchange Fund Source	Exchange Funding Years and Payment Dates				
	Initial Amount	Year 1	Year 2	Year 3	TOTAL
	2017	2018	2019	2020	

<i>1-Oct-2017</i>	<i>30-Jun-2018</i>	<i>30-Jun-2019</i>	<i>30-Jun-2020</i>
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Funds Provided by MTC					
STP	12,000,000				12,000,000
<b>Cumulative Total:</b>	<b>12,000,000</b>				<b>12,000,000</b>

<i>1-Oct-2017</i>	<i>30-Jun-2018</i>	<i>30-Jun-2019</i>	<i>29-Jun-2020</i>
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Exchange Funds Provided by CCTA					
SCTA Unrestricted Measure Funds - Principal		4,000,000	4,000,000	4,000,000	12,000,000
SCTA Unrestricted Measure Funds - Interest	No Payment	No Payment	No Payment	No Payment	0
<b>Total Payment:</b>	<b>0</b>	<b>4,000,000</b>	<b>4,000,000</b>	<b>4,000,000</b>	<b>12,000,000</b>
<b>Cumulative Total:</b>	<b>0</b>	<b>4,000,000</b>	<b>8,000,000</b>	<b>12,000,000</b>	<b>12,000,000</b>

S:\SCTA\14.Projects\14.06.00 SON 101 MSN\Son Phase 2 - Median Widening\Funding\Exchange\[SCTA Exchange 06-14-17\_Oct1\_Final.xlsx]SCTA Annual Payment Sched

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY  
TRANSPORTATION AUTHORITY AND REGIONAL CLIMATE PROTECTION  
AUTHORITY, COUNTY OF SONOMA, STATE OF CALIFORNIA, EXPRESSING  
APPRECIATION FOR THE CHAIRMAN OF THE CALIFORNIA STATE ASSEMBLY  
TRANSPORTATION COMMITTEE, JIM FRAZIER**

**WHEREAS**, Chairman Jim Frazier has represented the 11<sup>th</sup> Assembly District in the California State Legislature since 2012; and

**WHEREAS**, Chairman Jim Frazier has honorably served as the Chairman of the California State Assembly Transportation Committee since 2014; and

**WHEREAS**, in his role as Chairman of the Transportation Committee Assembly Member Jim Frazier has lead numerous efforts that benefit the transportation system, improve funding and advance project delivery for both State and local governments; and

**WHEREAS**, after years of strong leadership and unwavering tenacity Chairman Jim Frazier ably crafted and championed State legislation known as the Road Repair and Accountability Act of 2017; and

**WHEREAS**, the Road Repair and Accountability Act of 2017 sets forth unprecedented levels of support for the transportation network and ensures the right projects get delivered in a timely and efficient manner.

**NOW, THEREFORE, BE IT RESOLVED** that the Sonoma County Transportation Authority does hereby express appreciation for Chairman Jim Frazier and his unyielding leadership on transportation matters.

**THE FOREGOING RESOLUTION** was adopted by acclamation of the Sonoma County Transportation Authority this tenth day of July, two thousand and seventeen.

**MADOLYN AGRIMONTI**  
**SARAH GURNEY**  
**BRIGETTE MANSELL**  
**CAROL RUSSELL**

**CHRIS COURSEY**  
**MARK LANDMAN**  
**KATHY MILLER**  
**SAM SALMON**

**SUSAN GORIN**  
**JAKE MACKENZIE**  
**DAVID RABBIT**  
**SHIRLEE ZANE**

**WHEREUPON** the Chair declared the above and foregoing resolution duly adopted, and

**SO ORDERED**

## Staff Report

**To:** SCTA/RCPA Board of Directors

**From:** Lauren Casey, Director of Climate Programs

**Item:** 4.1.1 – Shift Sonoma County – Public Draft Presentation

**Date:** July 10, 2017

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**Issue:**

What feedback does the Board have on the public review draft *Shift Sonoma County Low Carbon Transportation Action Plan*?

**Background:**

The SCTA and RCPA were awarded a planning grant from the Strategic Growth Council to develop the *Shift Sonoma County Plan*, a low carbon transportation action plan. The purpose of the project was to assess the feasibility of various transportation solutions in Sonoma County, and to identify high priority local actions to implement them. The *Comprehensive Transportation Plan* and *Climate Action 2020 and Beyond* laid the foundations of this project, by identifying the role that transportation demand management, bike share, car share, and electric vehicles can play in achieving local climate and transportation goals.

For the past two years, staff have been working with technical consultants, local government staff, and community members to explore existing resources, gaps, and opportunities. The findings are summarized in the draft plan being presented today, in three parts:

- Shift Sonoma County: Low Carbon Transportation Action Plan Summary
- Mode Shift Plan
- Fuel Shift Plan

The plan provides context and information for transportation solutions in Sonoma County, and highlights actions to implement them. A number of tools were created to support anyone working to implement those actions; these tools are explained in the plan and posted separately on the project website: <http://scta.ca.gov/planning/shift/>.

In the coming months, staff will be soliciting input on the draft action plan and developing complimentary policy tools for the SCTA/RCPA to consider sharing with its members, in order to put the plan into action later this year.

Staff will present an overview of the draft and seek direction from the Board as to how to improve the plan in the final draft to be developed by later this year.

**Policy Impacts:**

Low carbon transportation options are essential to the mission of both agencies and are in alignment with the *2016 Comprehensive Transportation Plan* and *Climate Action 2020 and Beyond*.

**Fiscal Impacts:**

Work on the Shift Sonoma County Plan is funded by a Strategic Growth Council grant that must be completed by the end of 2017.

**Staff Recommendation:**

That the Board provide comment and direction on the public review draft *Shift Sonoma County Plan*.

## Staff Report

**To:** SCTA/RCPA Board of Directors

**From:** Suzanne Smith, Executive Director

**Item:** 4.1.2 – lease agreement SCTA18008 with North Bay Realty Holdings, LLC for new SCTA/RCPA office space

**Date:** July 10, 2017

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### Issue:

Shall the SCTA enter into agreement SCTA18008 with North Bay Realty Holdings, LLC for a 5-year lease for different office space located at 100 B Street in Santa Rosa?

### Background:

The SCTA/RCPA has been leasing office space at 490 Mendocino Avenue since 2007 and, as of April 1, 2017, the lease has expired. Staff has been exploring other office locations in order to address space needs and to seek a reduction in the current cost per square foot.

After many months of exploring spaces large enough to accommodate the staff and large meetings that are also centrally located near parking, transit and bike/ped facilities and come at a target cost per square foot of \$1.80-\$1.90, with tenant improvements, the search was narrowed down to 100 B Street in Santa Rosa.

Staff has been working with the Executive Committee throughout this process and has included relocation costs and adequate funds for the new lease cost in the FY17/18 preliminary budget.

The proposed contract with North Bay Realty Holdings, LLC up for consideration today will provide 6,436 square feet at \$1.88 per square foot.

The current SCTA office space is 4,011 square feet and the rate is \$2.24 per square foot.

The tenant improvements covered in the lease include new high efficiency lighting and energy efficient window coverings. The new office space will include two conference rooms, including a Board Room that will accommodate SCTA/RCPA Board meetings.

### Policy Impacts:

None.

### Fiscal Impacts:

There will be an increase in lease cost for office space but there will be more room for staff and meetings and the cost per square foot will go down substantially. The costs have been accounted for in the FY/18 SCTA Preliminary Budget. The Final Budget to be heard in October will reflect the actual costs of the new contract.

**Staff Recommendation:**

Consider authorizing the Executive Director to enter into agreement SCTA18008 based on the terms described above and substantially similar to the draft version of the contract attached once it is approved as to form by SCTA Counsel. Direct staff to proceed with relocation of the SCTA/RCPA offices.



**Office Lease**

**Between**

**North Bay Realty Holdings**

**And**

**Sonoma County Transportation Authority**

**For**

**100 B Street, Santa Rosa, CA**

**Dated:**

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## LEASE

This Lease ("Lease") is made this day of July 1, 2017 ("Effective Date"), by and between North Bay Realty Holdings, LLC, a Sonoma County Transportation Authority, a public agency (hereinafter called "Landlord"), and the COUNTY OF SONOMA, a political subdivision of the State of California (hereinafter called "Tenant"). Landlord and Tenant are sometimes collectively referred to herein as the "parties" and singularly, as "party."

### ARTICLE 1

#### REAL PROPERTY, BUILDING, AND PREMISES

1.1 Lease of Premises. Landlord hereby leases to Tenant and Tenant leases from Landlord those certain premises described in Exhibit A attached hereto ("Premises"), which are situated in that certain building commonly known as 100 B Street ("Building"), which Building is situated on that certain real property commonly known as Sonoma County Assessor's Parcel Number 010-066-017 located in the City of Santa Rosa, County of Sonoma, State of California ("Real Property"). Subject to verification as provided in Subsection 1.4.2, the Rentable Area (as defined in Section 1.4) and Usable Area (as defined in Section 1.4) of the Premises are Six Thousand Four Hundred Thirty Six (6,436) square feet, while the Rentable Area of the Building is Forty Eight Thousand Eight Hundred Seventy square feet. The Building, the areas servicing the Building, and the land on which the Building and those areas are located (as shown on the site plan attached to this Lease as Exhibit B) are sometimes collectively referred to as the "Real Property".

1.2 Appurtenant Rights. Tenant shall have the right to the non-exclusive use, in common with others, throughout the term of this Lease, of all common stairways, elevators, sidewalks, plazas and walkways, easements and service alleys surrounding the Building, delivery and loading areas and facilities of the Building, elevator lobbies, telephone equipment rooms and all other common facilities in or about the Building, and the appurtenances thereto, as the same may exist from time to time. Such use shall be for Tenant and its customers, agents, employees, assignees, subtenants, licensees and invitees, and shall be in common with the use of same by Landlord, its tenants, customers, agents, employees, licensees and invitees. Landlord covenants that all light and air now enjoyed by the Premises shall not be interrupted or disturbed by any act of Landlord during the term of this Lease.

1.3 Preparation of Premises; Acceptance. The rights and obligations of the parties regarding the construction and renovation of the Premises before the commencement of the Lease Term are stated in the Leasehold Improvement Agreement ("LIA") attached to this Lease as Exhibit C. If this Lease conflicts with the LIA, the LIA shall prevail. Landlord hereby represents and warrants to Tenant that Landlord shall complete the Premises in accordance with the terms and conditions of the LIA, even in the event that Landlord fails to obtain financing for some or all of the improvements. The General Contractor (as defined in the LIA) shall comply with the applicable provisions of California Labor Code Sections 1720.2 and 1770 et seq., regarding prevailing wages. Landlord shall cause all work under the LIA to be performed in accordance with Tenant's sustainability practices, including any third-party rating system concerning the environmental compliance of the Building or the Premises, as the same may change from time to time. Landlord further agrees to engage a qualified third-party CalGreen or

similarly qualified professional during the design phase through implementation of all work set forth in the LIA to review all plans, material procurement, demolition, construction and waste management procedures to ensure the leasehold improvement project is in full conformance with Tenant's sustainability practices, and to obtain and maintain compliance with CalGreen on or promptly after the date of Substantial Completion (as defined below).

1.31. Tenant Improvements Allowance. Tenant shall be entitled to the following tenant improvements from Landlord at Landlord's sole cost.

1. Landlord to provide an \$1.00 psf allowance for cabling the space and also the ability to cable the space to the new server room, said allowance not to exceed \$3.00psf.
2. Landlord will provide window coverings throughout.
3. Landlord to deliver new lighting per attached bid from Tenant.
4. The Tenant will require the following for kitchen/break room: sink, disposal, dishwasher and full size fridge. 6 sets of cabinets or similar sort of room for dishes, glasses, food, etc. Adequate counter space for coffee pot, dish rack, microwave, toaster oven and food prep space.

#### 1.4 Rentable Area and Usable Area.

1.4.1 Standard of Calculation. For purposes of this Lease, "Rentable Area," "Rentable Square Feet," "Rentable Square Footage," "Usable Area," "Usable Square Feet," and "Usable Square Footage" shall be calculated under the American National Standard Method for Measuring Floor Area in Office Buildings, ANSI Z65.1-2010 or successor standard(s), adopted by the Building Owners and Managers Association International ("BOMA").

1.4.2 Verification of Rentable Area and Usable Area. Within thirty (30) days after execution of this Lease Landlord's architect shall calculate and certify in writing to Landlord and Tenant the Rentable Area and Usable Area of the Premises and the Rentable Area of the Building. If Tenant disagrees with the determination of the Rentable Area or Usable Area of the Premises or the Rentable Area of the Building as calculated by Landlord's architect, Tenant shall provide Landlord with written notice of Tenant's disagreement ("Tenant's Notice of Disapproval") within thirty (30) days after the date on which Tenant receives the calculation by Landlord's architect. The parties shall diligently attempt in good faith to resolve the disagreement over the Rentable Area or Usable Area of the Premises or the Rentable Area of the Building within thirty (30) days after the date on which Landlord receives Tenant's Notice of Disapproval. If the parties are unable to resolve the disagreement within that period of time, the dispute shall be resolved by arbitration under Article 23, except that the arbitrator must be a licensed architect with a minimum of five (5) years' experience in designing office buildings similar to the Building, and the arbitrator must render a final decision within forty-five (45) days after the date on which the arbitrator is selected. Landlord shall provide written certification of the Rentable and Usable Area of the Premises and the Rentable Area of the Building at Landlord's sole cost and expense.

1.4.3 Adjustment of Rent. On the final determination of the Rentable Area of the Premises and the Building, if the Rentable Area of either is different from that stated in Section 1.1, Rent that is based on the Rentable Area shall be recalculated in accordance with that final determination. On the recalculation of Rent as provided in this Subsection 1.4.3, the parties shall execute an amendment to this Lease, stating the recalculated Rentable Area and the recalculated Rent. Execution of that amendment shall not be a condition precedent to the effectiveness of the recalculated Rent. If there is a dispute over the Rentable Area of the Premises or the Building

that has not been settled as provided in Subsection 1.4.2 by the date on which Tenant is required to begin paying Rent under this Lease, Tenant shall pay to Landlord the Rent stated in Section 4.1 until final determination of the Rentable Area of the Premises. If the Rent after final determination of the Rentable Area of the Premises is more than the Rent specified in Section 4.1, the deficiency must be paid by Tenant to Landlord, without interest, within thirty (30) days after that final determination. If the Rent after final determination of the Rentable Area of the Premises is less than the Rent in Section 4.1, Landlord shall credit the overpayment made by Tenant to the next Rent due, without interest.

1.5 First Right of Refusal. Landlord shall not lease all or any part of the remainder of the Building in which the Premises are located (throughout the term of this Lease, including any and all extensions exercised by Tenant) ("Expansion Space") to a third person for a period longer than a month-to-month basis, unless Tenant has declined to exercise its right of first refusal as described below. At any time that Landlord determines to lease or extend any existing lease covering all or part of the Expansion Space, Landlord shall notify Tenant, including, without limitation, the target commencement date of the rent for which Landlord is willing to lease the Expansion Space, or a portion of the Expansion Space to a third party, including, without limitation, the target commencement date of the lease. If Tenant, within fifteen (15) business days after receipt of Landlord's notice, indicates in writing to Landlord its agreement to lease the Expansion Space or a portion thereof, the Expansion Space or the portion thereof shall be included within the Premises upon commencement of the lease for the Expansion Space by Tenant, and the Expansion Space shall be leased to Tenant pursuant to the provisions of this Lease, including, without limitation, the provisions relating to the rights and obligations of the parties with respect to alterations. Rent for the Expansion Space shall be the Rent then in effect under this Lease at the commencement of the lease for the Expansion Space. A tenant improvement allowance and any other lease concessions, if applicable, shall be negotiated based on the amount of term remaining in the Lease. Upon commencement of the lease for occupancy of the Expansion Space, the Rent payable under this Lease shall be increased by the amount of rent attributable to the Expansion Space or portion thereof that is leased by Tenant. The parties shall execute an amendment to this Lease stating the addition of the Expansion Space that is leased by Tenant. If Tenant does not indicate within fifteen (15) business days its agreement to lease the Expansion Space on or around the target commencement date, Landlord thereafter shall have the right to lease or extend the lease covering the Expansion Space to a third party at the rent stated in the notice. The provisions of this Section 1.5 shall be operative each time Landlord determines to lease all or a portion of the Expansion Space to a third party.

## ARTICLE 2

### TERM

2.1 Term. The term of this Lease ("Lease Term") shall commence on the Commencement Date provided for in Section 2.2 below and shall end upon the expiration of five (5) years and one (1) month following said Commencement Date plus the number of days between the Commencement Date and the first day of the next successive calendar month if the Commencement Date occurs on a day other than the first day of a calendar month ("Lease Expiration Date"), subject to any option, renewal or extension rights of Tenant as provided for in this Lease.

2.2 Commencement Date. The Lease Term shall commence on the later of the

following dates (the "Commencement Date"): (a) October 1, 2017, or (b) the day that is the first Monday following the elapse of thirty (30) days from actual receipt by Tenant of written notice from Landlord that the work to be done in the Premises by Landlord pursuant to the provisions of **Exhibit C** is substantially completed. Notwithstanding the foregoing, if Tenant receives actual written notice from Landlord more than thirty (30) days prior to the date stated in subclause (a) of the preceding sentence that the work to be done in the Premises by Landlord is substantially completed and if Tenant commences operation of its business in the Premises prior to the date stated in said subclause (a), then this Lease shall commence on the date that Tenant commences operation of its business in the Premises. Upon the determination of the Commencement Date, Landlord and Tenant shall execute a written acknowledgment of the Commencement Date and shall attach it to this Lease as **Exhibit F**.

2.3 **Substantial Completion of Landlord's Work.** The work to be done in the Premises by Landlord pursuant to the provisions of **Exhibit C** shall be "substantially completed" when Landlord has delivered to Tenant a temporary or final certificate of occupancy for the Premises and Landlord's work has been substantially performed, although minor details or adjustments that do not interfere with Tenant's use of such space may have not been completed. Landlord shall diligently pursue completion of any minor details or adjustments that have not been performed at the time Landlord gives the aforesaid notice of substantial completion to Tenant. Notwithstanding anything contained herein to the contrary, if, after receiving the aforesaid notice from Landlord that the Landlord's work is substantially completed, Tenant shall be delayed in installing and completing or having installed and completed any finishing work necessary for the operation of Tenant's business in the Premises (including, without limitation, files, reproduction and other office equipment, and telephone communications facilities) or in completing the move or installation of substantially all of its furniture and other equipment into the Premises so as to be able to commence its business there, by reason of fire, casualty, acts of God, strikes, lockouts, or other labor troubles, inability to secure materials, governmental laws or regulations, or other causes of whatever kind beyond the reasonable control of Tenant, then the Commencement Date shall be deferred for a period of time equivalent to the period of such delay. Evidence of when the Landlord's work has been substantially performed shall be a certificate to that effect signed by Landlord's architect and Tenant's architect. Substantial (Completion of Landlord's Work or "substantially completed" is defined in Section 5.1 of **Exhibit C**.) Landlord agrees to use its best efforts to provide Tenant with at least thirty (30) days' advance notice of the date on which the Premises are expected to be substantially completed. Tenant shall have the right of early access to the Premises for a fixturing period of fifteen (15) business days prior to the Commencement Date for installation of Tenant's furniture, fixtures and equipment.

2.4 **Delay in Commencement.** If Landlord, for any reason whatsoever, fails to give Tenant notice by November 1, 2017 that the Landlord's work in the Premises is substantially completed, as provided for above, then the Tenant may: (a) terminate this Lease by giving Landlord five (5) days prior written notice of its intention to do so; or (b) extend Landlord's time for completion thereof and delivery of possession to Tenant, and withhold from the first rental payment and subsequent rental payments as may be necessary, as liquidated damages, an amount equal to one and one-half times the Rent otherwise due for each day after said date during which Landlord has failed to give Tenant such notice of substantial completion. Notwithstanding the foregoing, if Landlord, for any reason whatsoever, fails to give Tenant notice that the Landlord's work in the Premises is substantially completed November 15, 2017, Tenant at its option shall have the right, by giving Landlord five (5) days' prior written notice of its intention to do so, to immediately cancel this Lease, and recover the additional sum of six (6) months' rent from Landlord, as liquidated damages. This agreement for liquidated damages is

entered into because the amount is manifestly reasonable under the circumstances at the time of this Lease, and it would be extremely difficult or impossible to determine, with any degree of accuracy, the actual damages caused by such delay. Landlord's obligation to complete the Premises within the time specified in this Section 2.4 shall not be extended for any reason except delays caused by Tenant, strikes, lockouts, fires, floods, war, civil disorder or government regulations.

2.5 Option To Extend Term. Landlord grants to Tenant one (1) options to extend the Lease Term ("Extension Option") for a period of five (5) years ~~each~~ ("Option Term"), subject to the conditions described in this Section 2.5.

2.5.1 Conditions of Option. The Extension Option may be exercised only by written notice delivered by Tenant to Landlord as provided in Subsection 2.5.3 and only if, as of the date of delivery of the notice, Tenant is not in material default under this Lease after the expiration of any applicable cure periods. If Tenant properly exercises the Extension Option, the Lease Term, as it applies to the entire Premises then leased by Tenant, shall be extended for the respective Option Term. If Tenant properly exercises the second Extension Option, Landlord shall, prior to the commencement of the second Option Term, repaint the Premises and install new carpeting throughout the Premises (including lifting and moving of Tenant's furniture and equipment and relocation) during non-business hours in a manner acceptable to Tenant at Landlord's sole cost and expense.

#### 2.5.2 Option Rent.

2.5.2.1 First Option Term. The Rent payable by Tenant during the first Option Term shall be equal to the Rent per square foot of Rentable Area in effect as of the commencement of the first Option Term increased by the agreed upon Fair Market Value for rent. Fair Market Rental Value of the Premises shall be determined in the manner provided in Section 2.5.2.4.

2.5.2.2 Rental Rate of Comparable Space. In determining the rental rate of comparable space, the parties shall include all escalations and take into consideration the following concessions: (a) typical rental abatement and other concessions, if any, being granted to tenants in connection with the comparable space excluding extraordinary or unusual concessions; (b) tenant improvements or allowances provided or to be provided for the comparable space, taking into account the existing improvements in the Premises, as compared to the improvements in the comparable space, based on the age, condition, design, quality of finishes, and layout of the improvements, (c) the extent to which the precise tenant improvements existing in the Premises are specifically suitable to the Tenant; and (d) all other monetary and nonmonetary concessions, if any, being granted to tenants in connection with the comparable space.

Tenant to have one (1) 5-year option to extend with the same terms and conditions. Base Rent to be defined as 95% of the then Fair Market Rent for Office Buildings located in the greater downtown Santa Rosa area.

2.5.2.3 Adjustment for Tenant Improvement Allowance. If in determining the Fair Market Rental Value the parties determine that the economic terms of leases of comparable space include a tenant improvement allowance, Landlord may, at Landlord's sole option, elect to do the following: (a) grant some or all of the value of the tenant improvement

allowance as an allowance for the refurbishment of the Premises; and (b) reduce the base rent component of the Fair Market Rental Value to be an effective rental rate that takes into consideration the total dollar value of that portion of the tenant improvement allowance that Landlord has elected not to grant to Tenant (in which case that portion of the tenant improvement allowance evidenced in the effective rental rate shall not be granted to Tenant).

2.5.3 Exercise of Option. The Extension Options must be exercised by Tenant, if at all, only at the time and in the manner provided in this Subsection 2.5.3.

2.5.3.1 Exercise of First Option. If Tenant wishes to exercise its Extension Option with respect to the first Option Term, Tenant shall deliver written notice to Landlord no less than one hundred eighty (180) days before the expiration of the initial Lease Term.

2.5.4 Amendment to Lease. If Tenant timely exercises its Extension Options, Landlord and Tenant shall execute an amendment to this Lease, extending the Lease Term for the respective Option Term on the terms and conditions set forth in this Section 2.5. Execution of that amendment shall not be a condition precedent to the effectiveness of the respective Option Term.

## 2.6 Termination by Tenant.

2.6.1 Non-appropriation of Funds. Tenant may terminate this Lease, in accordance with Section 2.6.3 below, with respect to all or part of the Premises upon one hundred eighty (180) days' prior written notice to Landlord ("Termination Notice") on the happening of any one or more of the following events: (a) the County Board of Supervisors fails to appropriate sufficient funds for the rental of the property covered by this Lease; (b) the SCTA discontinues, in whole or in part, the program or agency for which the Premises were leased; or (c) the funding, whether County, State or Federal, for the program or agency for which the Premises were leased is reduced or withdrawn.

2.6.2 Discretionary Termination. At any time after the date which is \_\_\_\_\_ (\_\_) years from the Commencement Date, Tenant shall have the option, on notice to Landlord ("Termination Notice"), to terminate this Lease with respect to all or part of the Premises, in accordance with Section 2.6.3 below.

### 2.6.3 Termination Procedures.

2.6.3.1 Exercise of Termination Right. The Premises subject to any Termination Notice shall be referred to as the "Canceled Premises." The termination shall be effective as of one hundred eighty (180) days after Tenant delivers the Termination Notice to Landlord ("Lease Termination Date"). If Tenant terminates the Lease pursuant to this Section 2.6, Tenant's delivery of the Termination Notice to Landlord shall be accompanied by an amount equal to the Lease Termination Fee, as defined in this Subsection 2.6.3.

2.6.3.2 Lease Termination Fee. Before giving the Termination Notice, Tenant shall give Landlord a preliminary notice stating Tenant's intention to exercise the right to terminate and the proposed Lease Termination Date. Within thirty (30) days after receiving the preliminary notice from Tenant, Landlord shall notify Tenant of the amount of the Lease

Termination Fee based on the appropriate Lease Termination Date set forth in Tenant's notice. The Lease Termination Fee shall be equal to the "Unamortized Value as of the Lease Termination Date" of the "Lease Concessions," as defined in this Subsection 2.6.3.2.

2.6.3.2.a Lease Concessions. For purposes of this Subsection 2.6.3.2, "Lease Concessions" shall be equal to the sum of (a) the amount of the tenant improvement allowance and any other improvement allowance granted by Landlord in connection with Landlord's delivery of the Canceled Premises to Tenant; and (b) the amount of attorney's fees paid to Landlord's attorney to initially review and negotiate this Lease.

2.6.3.2.b Unamortized Value as of Lease Termination Date. The "Unamortized Value as of the Lease Termination Date" of the Lease Concessions shall be equal to the product of:

(a) The number of months of the Lease Term remaining after the Lease Termination Date until the original Lease Expiration Date;

(b) The Monthly Amortization Amount, as determined in Subsection 2.6.3.2.3.

2.6.3.2.c Monthly Amortization Amount. The "Monthly Amortization Amount" shall be determined as if it were a component of an annuity, using:

(a) The amount of the Lease Concessions, not including any concessions for Tenant's expansion options, as the present value of the annuity;

(b) \_\_\_\_\_percent (\_\_\_%) per annum as the future value interest factor;

(c) \_\_\_\_\_ (\_\_\_) as the number of monthly payments of the annuity, commencing on the Lease Commencement Date and ending on the Lease Expiration Date; and

(d) The Monthly Amortization Amount (the missing component) as the monthly payment amount under the annuity.

2.7 Holding Over. Any holding over by Tenant shall not be nor be construed to be a renewal of the term of this Lease but shall constitute a month to month tenancy which may be terminated by either party upon ninety (90) days' prior written notice to the other party, and shall otherwise be on the same terms and conditions herein set forth.

## ARTICLE 3

### USE OF PREMISES

3.1 Tenant's Use. Tenant shall use and occupy the Premises for any lawful business use so long as such use continues to be for standard professional office space.

3.2 Landlord's Obligations. Landlord shall lease space in the Building only for purposes consistent with the maintenance of a first class office/commercial building of the kind and character of the Building as of the date hereof.

## ARTICLE 4

### RENT

4.1 Definition of "Rent"--Limited Setoff. Commencing on the Commencement Date, Tenant shall pay to Landlord rent ("Rent") in equal monthly installments of Twelve Thousand Ninety Nine Dollars and Sixty Eight Cents (\$12,099.68), (\$1.88 per square foot of the Rentable Area per month) in arrears on or before the last day of every calendar month during the Lease Term, without any setoff or deduction except as provided in Section 5.1 and Section 20.2. Payment shall be made at the address set forth in Section 19.2 or at any other place that Landlord may from time to time designate in writing. Tenant shall not be obligated to recognize any agent for the collection of Rent until written notice of the appointment and the extent of the authority of such agent shall be provided to Tenant by Landlord. Tenant shall not be responsible for any operating expenses or operating expense pass-throughs during the Lease Term.

4.2 Initial Payment; Proration. The Rent for the first full calendar month of the Lease Term shall be paid on the Commencement Date. If any payment date (including the Commencement Date) for Rent, falls on a day other than the first day of that calendar month, or if any Rent payment is for a period shorter than one calendar month, the Rent for that fractional calendar month shall accrue on a daily basis for each day of that fractional month at a daily rate equal to 1/365 of the total annual Rent. All other payments or adjustments that are required to be made under the terms of this Lease and that require proration on a time basis shall be prorated on the same basis.

4.3 Rental Adjustments. Rent shall be adjusted as follows: Beginning on the first anniversary of the Commencement Date and on each successive anniversary thereafter during the Lease Term, Base Rent shall be increased annually by three percent (3%) fixed.

4.4 Rent Concessions. Tenant shall be entitled to a rent credit of one (1) months' rent, which shall be applied to the first rent due under this Lease.

## ARTICLE 5

### MAINTENANCE

5.1 Maintenance of Building and Premises. Except as otherwise provided in this Lease, during the Lease Term, Landlord, at its expense, agrees to maintain the Building and the Premises, in first class condition appropriate for a building of this type and in this location. This obligation shall include, but not by way of limitation, the maintenance and repair of any air conditioning, heating, ventilating, elevator, sprinkler, sewage, electrical, gas, life safety, water supply or steam system, foundation, superstructure, structural roof, roofing membrane, exterior walls, and other structural members and parts of the Building, all ordinary maintenance of the exterior portions of the Building such as painting and/or washing the exterior walls and windows, maintaining the exterior portions of the Building, polishing or waxing any exterior components,

cleaning and maintaining sidewalks adjacent to the Building, rubbish removal and all interior maintenance, repair and replacement, including, without limitation, the replacement of fluorescent and other lighting (e.g., light bulbs, ballasts) and furnishing of all restroom supplies. In addition, Landlord shall provide, for the use by Tenant and its customers, agents, employees, assignees, subtenants, licensees and invitees during Tenant's normal business hours (7:00 a.m. - 8:00 p.m.) Monday through Saturday, excluding County holidays), building utility services and elevators and building maintenance personnel who shall, at the option of Landlord, be either on duty in the Building or reasonably available to the Tenant and capable of promptly performing the services or work required. Landlord shall have thirty (30) days after notice from Tenant to perform its obligations under this Section 5.1, except that Landlord shall perform its obligations immediately if the nature of the problem presents a hazard or emergency or substantially interferes with Tenant's use of the Premises. If Landlord does not perform its obligations within the time limitations in this Section 5.1, Tenant may perform the obligations and shall have the right to be reimbursed for the sum Tenant actually expends in the performance of Landlord's obligations. If Landlord does not reimburse Tenant within fifteen (15) days after demand from Tenant, Tenant shall have the right to withhold from future Rent due the sum Tenant has expended until Tenant is reimbursed in full.

5.2 Maintenance by Tenant. Tenant shall be responsible for the maintenance, including repair and/or replacement desired by Tenant, of its interior signs, furnishings, trade fixtures installed by or on behalf of Tenant, and other personal property used in connection with the Premises. Tenant shall not be responsible for any of the items that are Landlord's responsibilities under this Lease.

## ARTICLE 6

### UTILITIES AND SERVICES

6.1 Landlord to Provide Utilities. Landlord shall provide and pay for electricity service for ordinary lighting and business machines (such as typewriters, adding machines, faxes, printers, and computer terminals), gas, water, sewer, and heat and air conditioning (in the customary periods of the year and during the customary hours (i.e., 7:00 a.m. to 8:00 p.m., Monday through Saturday, excluding County holidays)) all in reasonable amounts not to exceed the capacities of the utility systems serving the Premises making delivery to Tenant, such amounts not to be less than the amounts being used upon the commencement of this Lease plus Tenant's anticipated growth.

6.2 Failure to Furnish Utilities. Except as hereinafter provided, Landlord shall not be liable for any failure to furnish any of such services or utilities when such failure is caused by strikes, lockouts, other labor troubles or other conditions beyond Landlord's reasonable control (financial inability excepted), and Tenant shall not be entitled to any damages nor shall any such failure relieve Tenant of the obligation to pay Rent, or constitute or be construed as a constructive or other eviction of Tenant. Notwithstanding the foregoing, Rent of any kind provided in this Lease shall be equitably abated in the event Landlord, for whatever reason, is unable to supply any of the Building's sanitary, electrical, heating, air conditioning, water or other systems serving the Premises for a period of twenty-four (24) hours or more, unless the damage or defective condition relating to failure of such systems is caused by: (a) Tenant, its employees, licensees or invitees; or (b) strike, lockout or other labor troubles; or (c) other conditions beyond Landlord's reasonable control (financial inability excepted). If the damage or defective condition

is caused by one of the above three listed reasons, then the amount of such abatement shall be agreed upon by Landlord and Tenant or, in the event Landlord and Tenant are unable to agree on such abatement, the amount shall be determined in an arbitration proceeding (pursuant to the terms of Article 23) according to the extent to which such unavailability interferes with Tenant's normal business operations on the Premises. If Landlord's failure to furnish any such services or utilities to the Premises or to supply any of the Building's sanitary, electrical, heating, air conditioning, water or other systems serving the Premises for any period of time is caused by any negligence or willful act of Landlord, or Landlord's agents or contractors, there shall be an immediate abatement of Rent for the period of such failure or lack of supply. In the event of any stoppage or interruption of services, Landlord shall use commercially reasonable and diligent efforts to restore said services as soon as possible. Tenant, however, shall have the right, at its option, to terminate this Lease if any such stoppage or interruption of said services continues for any reason for more than fourteen (14) consecutive days.

6.3 Security Services. Landlord shall provide security services for the Building and Real Property in accordance with the specifications attached to this Lease as Exhibit G. Subject to the terms and conditions of the Leasehold Improvement Agreement, Tenant shall have the right to install or have installed in the Premises, a card key access system or other security system.

6.4 Janitorial Services. Landlord agrees to provide reasonable bonded cleaning service consistent with first class buildings for the Premises and for all of the public and common areas in the Building and appurtenances thereto, including the elevators and stairways. Such services shall include those set forth in Exhibit H attached hereto and incorporated herein by this reference. Tenant shall have the right for any reason whatsoever or for no reason, upon thirty (30) days' notice to Landlord, to assume responsibility for providing janitorial service and supplies to the Premises, and in said event, the Rent due under this Lease shall be reduced by the estimated amount of savings in costs for such janitorial services and supplies incurred by Landlord as a result of such performance by Tenant, as determined based on the actual costs incurred by Landlord for such janitorial service and supplies during the 12-month period ending on the last day of the last full calendar month ending before the commencement of such performance by Tenant. Landlord covenants and agrees, at its sole cost and expense: (a) to comply with all present and future laws, orders and regulations of the Federal, State, County, municipal or other governing authorities, departments, commissions, agencies and boards regulating the collection, sorting, separation, and recycling of garbage, trash, rubbish and other effuse (collectively "trash"); (b) to comply with Tenant's recycling policy where it may be more stringent than applicable law; (c) to sort and separate trash and recycling into such categories as are provided by law or Tenant's sustainability practices; (d) that each separately sorted category of trash and recycling shall be placed in separate receptacles as directed by Tenant; and (e) that Landlord shall pay all costs, expenses, fines, penalties or damages that may be imposed on Landlord or Tenant by reason of Landlord's failure to comply with the provisions of this Section 6.4.

## ARTICLE 7

### ALTERATIONS AND IMPROVEMENTS

During the term of this Lease, Tenant shall make no alterations, installations, additions, or improvements to the Premises costing more than Ten Thousand Dollars (\$10,000) without

submitting to Landlord plans and specifications therefor and obtaining Landlord's written consent, which consent will not be unreasonably withheld or delayed. Landlord, without any cost to itself, shall cooperate with Tenant in securing building and other permits and authority necessary from time to time for any work permitted under this Lease. Tenant may at any time remove any equipment and trade fixtures installed by or on behalf of Tenant in the Premises. Improvements made by Tenant at any time to the Premises during the term of this Lease shall be and remain the property of Tenant.

## ARTICLE 8

### PARKING

Included in Tenant's rental herein is the right of Tenant's employees, contractors, agents, customers and invitees to have the right to use on a non-exclusive basis and free of charge at least zero (0) parking spaces in the parking area associated with the Building. In the event Landlord installs a system of charging for parking in the parking area, Landlord shall establish and make available to Tenant no-charge validations issued to Tenant's employees, contractors, agents, customers and invitees for the use of such parking to the extent of said parking spaces in the parking area. Landlord reserves the right to grant similar nonexclusive rights to other tenants; to promulgate reasonable rules and regulations relating to the use of the parking area; and to make changes in the parking layout from time to time, provided such changes comply with all Laws and Orders and do not adversely affect Tenant's ability to utilize said zero (0) parking spaces. The parking is the responsibility of the Tenant.

## ARTICLE 9

### INSURANCE AND INDEMNITY

9.1 Fire and Extended Coverage Insurance. Landlord and Tenant shall maintain insurance as described in Exhibit I, which is attached hereto and incorporated herein by this reference.

9.2 Indemnity.

9.2.1 Indemnification of Landlord. Tenant agrees to indemnify Landlord against and save Landlord harmless from any and all loss, cost, liability, damage and expense, including, without limitation, reasonable attorneys' fees and costs that may be asserted by any party and incurred in connection with or arising from: (a) any default by Tenant in the observance or performance of any of the terms, covenants or conditions of this Lease on Tenant's part to be observed or performed; (b) the use or occupancy or manner of use or occupancy of Tenant; (c) the condition of the Premises related to Tenant's duties under this Lease, or any occurrence on the Premises from any cause whatsoever, except to the extent caused by the negligence or willful misconduct of Landlord or related to the duties of Landlord under this Lease; or (d) any acts, omissions or negligence of Tenant or of the contractors, agents, employees, visitors or licensees of Tenant in, on or about the Premises or the Building. Tenant's obligations under this Section 9.2.1 shall survive the termination of the Lease.

9.2.2 Indemnification of Tenant. Landlord agrees to indemnify Tenant against

and save Tenant harmless from any and all loss, cost, liability, damage and expense, including, without limitation, reasonable attorneys' fees and costs that may be asserted by any party and incurred in connection with or arising from: (a) any default by Landlord in the observance or performance of any of the terms, covenants or conditions of this Lease on Landlord's part to be observed or performed; (b) the use or occupancy or manner of use or occupancy of the Building by Landlord or any person or entity claiming through or under Landlord, except Tenant; (c) the condition of the Building or any occurrence in the Building from any cause whatsoever except to the extent caused by the negligence or willful misconduct of Tenant; or (d) any acts, omissions or negligence of Landlord or of the contractors, agents, employees, visitors or licensees of Landlord in, on or about the Building including, without limitation, the design and construction of the Building or the Premises. Landlord's obligations under this Section 9.11.2 shall survive the termination of the Lease.

## ARTICLE 10

### DESTRUCTION AND UNTENANTABILITY OF PREMISES

10.1 Loss -- Insured or Uninsured. Subject to the options to terminate hereinafter provided in this Article 10, if during the Lease Term, the Building or any portion thereof is damaged by fire, earthquake or other casualty or peril, Landlord shall with all due diligence (upon receipt of insurance proceeds) repair or rebuild the Building and the Premises to the condition at least equal to that existing immediately prior to said damage. In connection therewith, Landlord shall use any such insurance proceeds for such purpose, together with any insurance proceeds received by Tenant by reason of insurance on improvements made by it in excess of the actual amount needed to replace or restore Tenant's improvements, fixtures and equipment, provided that any such proceeds received by Tenant shall be used only for the replacement or restoration of Tenant's improvements, fixtures and equipment. If, by reason of the provisions of any mortgage or deed of trust executed by Landlord encumbering the Building, insurance proceeds are required to be made payable to the lienholder and/or the policies of insurance placed in its custody, Tenant hereby consents thereto, provided that the lienholder in question shall first agree in writing with Landlord to make the proceeds of said insurance available for the repair and restoration of the Building.

10.2 Major Damage. For purposes of this Article 10, "major damage" to the Building resulting from fire, earthquake or any other casualty or peril is defined as damage to such extent that the estimated cost of full repair of such damage is greater than fifty percent (50%) of the then full replacement value of the Building as required for purposes of the then existing insurance policies provided for in Article 9. Any other damage to the Building from any such casualty or risks shall be deemed to be "non-major."

10.3 Tenant's Option to Terminate in Certain Events. If during the Lease Term the Building or any portion thereof receives damage to such an extent that the cost to repair the damage exceeds twenty percent (20%) of the then full replacement value of the Building and the effect of which is to render the Premises untenable, in Tenant's opinion, for continued occupancy for a period of two hundred forty (240) days or more, then Tenant shall have the option to terminate this Lease upon thirty (30) days' notice to Landlord.

10.4 Landlord's Option to Terminate in Event of Major Damage to Building. If during the Lease Term the Building or any portion thereof receives major damage, Landlord shall have

the option to terminate this Lease on sixty (60) days' written notice to Tenant, provided that Landlord also terminates the leases of all other tenants of the Building, in which event proration of Rent shall be made to be effective upon the date of such major damage, and Landlord shall have no further obligations to Tenant. Notwithstanding the foregoing, Landlord shall have the absolute obligation to rebuild the Building after major damage in the manner set forth in Section 10.1 if either (a) the insurance proceeds are sufficient to pay for such rebuilding and Tenant does not elect to terminate this Lease pursuant to Section 10.3 above, or (b) Tenant gives notice, in writing, prior to the expiration of the 60-day period set forth above, that it desires to have the Building, or so much thereof as may be necessary to constitute a complete architectural unit, restored to a condition that will provide Tenant with suitable facilities, satisfactory in Tenant's sole opinion for its continued use of the Premises, and that Tenant will supply any additional funds, if any, that may be necessary, in addition to any insurance proceeds, to pay for such partial rebuilding. If Tenant gives such notice to Landlord, Tenant and Landlord shall each agree upon the plans and specifications for such rebuilding, the cost thereof, and the method by which Tenant shall supply to Landlord the additional funds necessary for such rebuilding, and the Rent necessary for such rebuilding, and the Rent paid by Tenant shall be equitably reduced in accordance with its contribution of additional funds toward such rebuilding by amortizing such contribution over the then remaining Lease Term. If Landlord and Tenant are unable to agree on any aspect of such rebuilding, the matter shall be submitted to arbitration in accordance with the provisions of Article 23.

10.5 Proration. In the event of termination pursuant to the provisions of this Article 10, Tenant shall surrender to Landlord possession of the Premises and shall pay to Landlord any Rent hereunder accruing to the date of such damage.

10.6 Abatement of Rent. In the event that after any damage or destruction this Lease is not terminated in accordance with its provisions, Rent shall be equitably prorated and abated during the period commencing with the date of the casualty and continuing until such repairs are completed in the proportion that the Rent of the part usable by Tenant for the normal operation of Tenant's business on the Premises bears to the rental of the total space then leased by Tenant, taking into consideration the rental rate per Rentable Square Foot for the space for which the proration is made and any adverse effects and disruptions to Tenant's business caused during the period of such repairs.

## ARTICLE 11

### EMINENT DOMAIN

11.1 Appropriation. In the event of any taking of or damage to all or any part of the Building or Premises, including any interest therein or appurtenant thereto, by reason of any exercise of the power of eminent domain, whether by a condemnation proceeding, inverse condemnation or otherwise, or in the event of any transfer, conveyance, or sale of all or any part of the Building or Premises, including any interest therein, or appurtenant thereto made in lieu of an exercise of the power of eminent domain (all of the foregoing being hereinafter referred to as "appropriation") prior to or during the Lease Term, the rights and obligations of Landlord and Tenant with respect to such appropriation, each time there is an instance of such appropriation, shall be governed by the provisions of this Article 11.

11.2 Date of Appropriation. For the purposes of this Article 11, the date of

appropriation shall be the date upon which the condemning authority takes possession of all or any part of the Building or any interest therein or appurtenant thereto, or the date upon which Tenant is required by the condemning authority to commence vacating the Premises or any portion thereof, or any interest therein or appurtenant thereto, as a result of such appropriation, whichever date shall first occur.

11.3 Appropriation of All of the Building. In the event of appropriation of all of the Building, this Lease, subject to all provisions of this Article 11 pertaining to payments to be made, shall terminate as of the date of such appropriation.

11.4 Appropriation of Less Than All of the Building or Premises.

11.4.1 General Provisions. Except as provided in this Section 11.4, in the event of appropriation of less than all of the Building or of the Premises, this Lease shall continue in full force and effect, except that, as to the portion of the Premises so appropriated, this Lease shall terminate as of the date of appropriation.

11.4.2 Right to Terminate.

(i) If the appropriation shall render the Premises unavailable or unsuitable, in Tenant's sole opinion, to continue Tenant's normal use of the Premises, Tenant shall have the right to terminate this Lease. Exercise of such right by Tenant shall be made by written notice to Landlord on or before thirty (30) days after the date of Tenant's receipt of written notice of appropriation. Any such termination shall be effective as of the date of the appropriation.

(ii) Subject to the provisions of Section 11.4.5, in the event that fifty percent (50%) or more of the rentable area of the Building (as it existed on the date of the appropriation) should become untenanted or unoccupied because the appropriation renders such space unavailable or untenanted, Landlord shall have the right to terminate this Lease, provided that Landlord also terminates the leases of all other tenants of the Building. Exercise of such right shall be made by notice to Tenant on or before thirty (30) days after the date of receipt of notice of appropriation.

11.4.3 Abatement of Rent. The Rent for the remainder of the Lease Term shall be prorated in the same proportion that part of the Premises usable by Tenant for the normal operation of its business bears to the total Premises immediately prior to the appropriation, taking into consideration the Lease rental rate per Rentable Square Foot for the space for which the proration is made. Rent shall also be abated for any portion of the Premises that is not appropriated but is rendered temporarily unusable by virtue of repairs or restoration necessitated by the appropriation of other space.

11.4.4 Restoration of Premises by Landlord. If this Lease is not terminated pursuant to Section 11.4.2 and subject to Section 11.4.5, Landlord will make any restoration of the remainder of the Building and the Premises necessitated by reason of the appropriation of less than all of the Building as promptly as reasonably practicable to as close to the same condition (as circumstances permit) as existed immediately prior to such appropriation.

11.4.5 Restoration of Premises with Tenant Funds. If Landlord would otherwise have the right to terminate this Lease pursuant to Section 11.4.2(ii), Landlord shall not have the

right to terminate this Lease if Tenant, within thirty (30) days after receipt of notice from Landlord that Landlord has elected to terminate this Lease pursuant to Section 11.4.2(ii), notifies Landlord that Tenant desires to have the Building, or so much thereof as may be necessary to constitute a complete architectural unit, restored to a condition which will provide Tenant with suitable facilities in Tenant's sole opinion for its continued use of the Premises and that Tenant will supply any additional funds, if any, that may be necessary, in addition to the net amount of the award paid to Landlord under the provisions of Section 11.6, including severance damages (without offset for special benefits) after first deducting any and all amounts which constitute Tenant's share of the award pursuant to Section 11.6. In such event, Tenant and Landlord shall each agree upon the plans and specifications for such rebuilding, the cost thereof, and the method by which Tenant shall supply to Landlord the additional funds necessary for such rebuilding, and the Rent payable by Tenant shall be equitably reduced in accordance with its contribution of additional funds toward such rebuilding by amortizing such contribution over the then remaining Lease Term. If Landlord and Tenant are unable to agree on any aspect of such rebuilding, the matter shall be submitted to arbitration in accordance with the provisions of Article 23.

11.5 Amounts Payable by Reason of Termination. If this Lease is terminated pursuant to Section 11.4.2, the entire award (less any amounts separately awarded to Tenant under subsections (1) through (6) below, and less the reasonable expenses of Landlord and Tenant incurred in such appropriation proceedings which shall be paid to Landlord or Tenant, as applicable) made with respect to the appropriation shall be paid to Landlord; provided, however, Tenant and its representative shall have the right to participate in any negotiations with respect to the amount or allocation of such award. Payment from the award shall be made first to the senior mortgage holder on the Building in an amount necessary to repay its security interest and then Tenant shall have the right to make a separate claim in the condemnation proceedings and to share in the aggregate award which is paid by the condemnor or awarded by the court specifically for: (1) the fair market value of the unexpired portion of the Lease Term (including the option to lease additional space pursuant to Section 1.5 and the options to extend the Lease Term pursuant to Section 2.5, as if all such options were fully exercised by Tenant and including Tenant's right to terminate as set forth in Section 2.6) in excess of the Rent provided for herein, exclusive of any immovable trade fixtures or improvements; plus (2) any severance damages attributable to the unexpired Lease Term; plus (3) the taking of the unamortized or undepreciated value of any leasehold improvements owned by Tenant that Tenant has the right to remove at the end of the Lease Term and that Tenant elects not to remove; plus (4) reasonable removal and relocation costs for any leasehold improvements that Tenant has the right to remove and elects to remove (if condemnor approves the removal); plus (5) relocation costs under Government Code section 7262, the claim for which Tenant may pursue by separate action independent of this Lease; plus (6) any other amount in addition to the foregoing that does not reduce the amount of the award payable to the Landlord.

11.6 Damages if Lease Not Terminated. In the event of any appropriation of less than all of the Building or the Premises, if this Lease is not terminated pursuant to provisions of Section 11.4.2, the entire award made with respect to the appropriation shall be paid to Landlord; provided, however, Tenant and its representatives shall have the right to participate in any negotiations with respect to the amount or allocation of such award. All of such award shall be used first to reimburse Landlord and Tenant for costs incurred in such appropriation proceedings, then shall be used to repair or restore the Building as provided in this Article 11, and any remaining balance shall be allocated between Landlord and Tenant pro rata in accordance with Section 11.5.

11.7 Interest. Tenant shall be entitled to the share of any interest paid on any award to the extent the same is allocable to the amounts to which Tenant is entitled.

11.8 Abatement of Monetary Obligations of Tenant. In addition to any other abatement provided for in this Lease, all monetary obligations of Tenant hereunder shall be abated in an equitable amount based upon the interference with Tenant's normal business operations at the Premises commencing with the date of the appropriation and continuing during the period of any restoration and, in addition, for the remainder of the Lease Term to the extent that the Premises are not fully restored.

11.9 Proration and Refund of Payments. If this Lease is terminated pursuant to this Article 11, the Rent shall be prorated to the date of termination. Landlord shall repay to Tenant any Rent paid by Tenant for any period beyond the date of termination to the extent same is in excess of amounts then owed by Tenant to Landlord.

11.10 Date of Payments. All payments due Tenant from Landlord by reason of an appropriation shall be paid to Tenant without prior notice or demand and on or before the expiration of a period of ten (10) days from the date on which the amount of the award is finally determined and Landlord obtains, or has the right to obtain, whichever shall first occur, such award. If Landlord shall fail to make any such payments to Tenant on or before the expiration of such ten (10) day period, in addition to any and all other remedies available to Tenant under this Lease or otherwise, Landlord shall be obligated to pay interest to Tenant on the unpaid amount of such payments at the maximum rate permitted by law.

## ARTICLE 12

### COMPLIANCE WITH LAWS

12.1 Definition of "Laws and Orders". For purposes of this Article 12, the term "Laws and Orders" includes all Federal, State, county, city, or government agency laws, statutes, ordinances, standards, rules, requirements, or orders now in force or hereafter enacted, promulgated, or issued which are applicable to the Premises, the Building and the Real Property. The term also includes government measures regulating or enforcing public access or occupational or health or safety standards for employers, employees, landlords, or tenants (including, without limitation, tenants that are public entities).

12.2 Compliance with Laws and Orders. Throughout the term of this Lease, Landlord, at Landlord's sole expense, shall comply with all Laws and Orders with respect to the Building. Landlord shall promptly make all repairs, replacements, alterations, or improvements needed to comply with all Laws and Orders.

12.3 Rent Abatement. Subject to Subsection 20.2, Tenant's Rent shall be abated while Tenant's use and enjoyment of the Premises is disrupted by any work required by Section 12.2, provided Tenant is not actually using the space.

12.4 Certified Access Specialist Disclosure. Pursuant to California Civil Code Section 1938, the subject property has not been inspected by a "Certified Access Specialist".

A Certified Access Specialist (CASP) can inspect the subject Premises and determine whether the subject Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject Premises, the commercial property owner or Landlord may not prohibit the Tenant from obtaining a CASp inspection of the subject Premises for the occupancy or potential occupancy of the Tenant, if requested by the Tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.

## ARTICLE 13

### SURRENDER

Tenant covenants that on the last day of the term or on the last day of a renewal or extension of this Lease, it will peaceably and quietly leave and surrender the Premises in as good condition as they now are, ordinary wear and tear, repairs and replacements required to be made by Landlord, loss by fire, casualty and causes beyond Tenant's control, and alterations, additions and improvements herein permitted, excepted.

## ARTICLE 14

### SUBORDINATION

This Lease may, at the option of Landlord, be made subordinate to any first mortgage or first deed of trust now or hereafter placed upon or affecting the real property of which the Premises form a part, and to all renewals, modifications, replacements and extensions thereof; provided that as a condition of such subordination, and only if: (a) such mortgage or deed of trust shall contain a covenant which shall permit the proceeds of all insurance policies covering the Building, improvements, equipment and/or appurtenances thereto, whether such proceeds are to be held by Landlord or the first mortgagee or beneficiary, to be paid and/or made available for repair, replacement and rebuilding as provided in this Lease; and (b) a separate written agreement is entered into by the mortgagee named in any such mortgage, or by the trustee and the beneficiary named in any such deed of trust, and is recorded simultaneously with said mortgage or deed of trust, providing that notwithstanding any default in the mortgage or deed of trust and any foreclosure thereof, or the enforcement by the holder thereof of any rights or remedies, including sale thereunder, or otherwise, this Lease shall be recognized, remain in full force and effect, and the Tenant shall be permitted to remain in quiet and peaceful possession of the Premises throughout the term thereof, and any extension or renewal thereof, as long as Tenant shall not be in default under this Lease, or, if Tenant is in such default, as long as Tenant's time to cure such default shall not have expired. Such agreements shall be materially in the forms of **Exhibit J** attached hereto. If Tenant has received the nondisturbance agreement and estoppel certificate in the form(s) attached hereto as **Exhibit J**, Tenant shall, within thirty (30) days after Landlord's request, execute any further instruments or assurances in recordable form that Landlord reasonably considers necessary to evidence or confirm the subordination or superiority of this Lease to any such encumbrances or underlying leases. Such subordination instrument(s) shall be strictly limited to matters contained in the nondisturbance agreement and

estoppel certificate, and no such instruments may increase any of Tenant's obligations or decrease any of Tenant's rights under this Lease. Tenant's failure to execute and deliver such instrument(s) shall constitute a default under this Lease only if Landlord has first delivered the nondisturbance agreement and estoppel certificate required hereunder to Tenant.

## ARTICLE 15

### TRANSFER OF TENANT'S INTEREST

Tenant shall have the right at any time and from time to time to assign or otherwise transfer all or any part of Tenant's interest in this Lease and to sublet the Premises, or any part thereof, provided that: (a) any assignment or subletting shall provide that the assignee or sublessee assumes and agrees to carry out and perform all of the terms and conditions of this Lease on the part of Tenant to be carried out and performed; (b) an executed copy of the assignment or subletting shall be delivered to Landlord; (c) the proposed use is consistent with the Permitted Use provisions of this Lease governing such matters; and (d) Landlord has provided its written consent, which consent shall not be unreasonably withheld in the reasonable opinion of Landlord, and the proposed new tenant has the financial strength to support the obligations imposed by the Lease. Upon any assignment of Tenant's entire interest in this Lease, Tenant shall be released from any further liability with respect thereto upon the written consent of Landlord, which consent shall not be unreasonably withheld. Landlord's consent shall be deemed to have been given if within thirty (30) days of notice of assignment to Landlord, Landlord fails to object to the new tenant by written notice to Tenant, stating in detail the reasons for such objection. Notwithstanding the foregoing, Tenant shall have the right at any time and from time to time without notice to Landlord to assign or otherwise transfer all or any part of Tenant's interest in this Lease to sublet the Premises, or any part thereof, to any entity that is affiliated with Tenant.

## ARTICLE 16

### QUIET ENJOYMENT AND TITLE

Landlord covenants and represents that it has full right and power to execute and perform this Lease and to grant the estate demised herein, and covenants that Tenant on paying the Rent herein reserved and performing the covenants hereof shall peaceably and quietly have, hold and enjoy the Premises and all appurtenances during the full term of this Lease or any extension or renewal thereof, and further covenants and represents that Landlord has a fee simple interest in the Premises. Landlord further covenants and represents that it will stand so seized on the first day of the Lease Term and will then place Tenant in actual possession of the Premises with the improvements thereon and the appurtenances thereto all in conformity with law and in a safe, clean and tenantable condition and in good order and repair.

## ARTICLE 17

### ENVIRONMENTAL REPRESENTATIONS

17.1 Definition of "Hazardous Material." As used in this Article 17, the term "Hazardous Material" shall mean any hazardous or toxic substance, material, or waste that is or becomes

regulated by the United States, the State of California, or any local government authority having jurisdiction over the Building. Hazardous Material includes:

(a) Any "hazardous substance," as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code sections 9601-9675);

(b) "Hazardous waste," as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code sections 6901-6992k);

(c) Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable Federal, State or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereafter in effect);

(d) Petroleum products;

(e) Radioactive material, including any source, special nuclear, or byproduct material as defined in 42 United States Code sections 2011-2297g-4;

(f) Asbestos in any form or condition; and

(g) Polychlorinated biphenyls (PCBs) and substances or compounds containing PCBs.

Notwithstanding the foregoing, Hazardous Materials shall not include limited quantities of standard office, building and janitorial supplies reasonably necessary in connection with Tenant's use and operation of the Premises, provided that such materials are used, stored or disposed of in accordance with applicable Hazardous Substance Laws.

17.2 Compliance with Laws. With respect to Landlord's use of the Premises, the Building and the Real Property prior to this Lease, Landlord represents and warrants to Tenant that to the best of Landlord's actual knowledge, at the commencement of the Lease, the Premises, the Building and the Real Property are in compliance with all Federal, State and local laws, regulations and standards relating to the use, occupancy, production, storage, sale, disposal, or transportation of any Hazardous Materials ("Hazardous Substance Laws").

17.3 Right of Offset. With respect to Tenant's obligations to pay Rent under the Lease, Tenant may, upon fifteen (15) days' written notice to Landlord, offset payment of Rent to Landlord for costs and expenses incurred by Tenant for any breach of Landlord's representations and warranties set forth in this Article 17.

17.4 Termination of Lease. In the event that Hazardous Materials are found to be present on the Premises, the Building or the Real Property through no fault of Tenant and such that the Premises, the Building and/or the Real Property are not in compliance with Hazardous Substance Laws, Tenant may, upon thirty (30) days' written notice to Landlord, terminate this Lease.

17.5 Indemnification. Landlord shall indemnify, defend with counsel reasonable and acceptable to Tenant, and hold Tenant fully harmless from any and all liabilities, damages, claims, penalties, fines, settlements, causes of action, cost or expense, including reasonable attorneys' fees, environmental consultant fees and laboratory fees and costs and expenses of investigating and defending any claims or proceedings resulting from or attributable to: (a) the presence, disposal, release or threatened release of any Hazardous Materials that are on, from or affecting the Premises, the Building or the Real Property, including, without limitation, the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (b) any personal injury (including wrongful death), or property damage (real or personal) arising out of or relating to any Hazardous Materials; (c) any lawsuits or administrative action brought or threatened, settlement reached or governmental order relating to any Hazardous Materials; or (d) any violation of any laws applicable to any Hazardous Materials.

17.6 Survival. Landlord's indemnification obligations under Section 17.5 above shall survive the expiration or sooner termination of this Lease.

17.7 Notices. The parties shall give each other written notice within three (3) calendar days after the date on which either party learns or first has reason to believe that: (a) there has or will come to be located on or about the Premises, the Building or the Real Property any Hazardous Materials; (b) any release, discharge or emission of any Hazardous Materials that has occurred on or about the Premises, the Building or the Real Property; (c) any (i) enforcement, cleanup, removal or other governmental or regulatory action has been threatened or commenced against Landlord or with respect to the Premises, the Building or the Real Property pursuant to any Hazardous Substances Laws; or (ii) any claim has been made or threatened by any person or entity against Landlord, Tenant, or the Premises, the Building or the Real Property on account of any alleged loss or injury claimed to result from the alleged presence or release on the Premises, the Building or the Real Property of any Hazardous Materials; or (iii) any report, notice, or complaint has been made to or filed with any governmental agency concerning the presence, use or disposal of any Hazardous Materials on the Premises, the Building or the Real Property. Any such notice shall be accompanied by copies of any such claim, report, complaint, notice, warning or other communications that is in the possession of or is reasonably available to such party.

17.8 Audits. Landlord shall, upon completion of any environmental sampling and testing of the Premises, the Building or the Real Property, the surrounding soil in any adjacent areas, any groundwater located under or adjacent to the Premises, the Building or the Real Property, and/or adjoining property, provide Tenant with copies of all reports of the results of such environmental audit.

17.9 Clean-Up. If Landlord is responsible for the clean-up of any contamination of the Premises, the Building or the Real Property, Landlord shall carry out and complete, at its own cost and expense, any repair, closure, detoxification, decontamination, or other cleanup of the Premises, the Building or the Real Property required by Hazardous Substance Laws. Should Landlord fail to implement and diligently pursue any such clean-up promptly upon receipt of notice thereof, then Tenant shall have the right, but not the obligation, to carry out such clean-up, and to recover all of the costs and expenses thereof from Landlord as a set-off against rental payments under the Lease if Tenant elects to cure.

## ARTICLE 18

## INSPECTION AND ENTRY BY OWNER

Landlord and its agents shall have the right at any reasonable time and upon at least twenty-four (24) hours' notice to Tenant, to enter upon the Premises so long as it does not interfere with the business activities of Tenant on the Premises, for the purpose of inspection, serving or posting notices, maintaining the Premises, making any necessary repairs, alterations or additions to any portion of the Premises to the extent required or permitted to Landlord under this Lease.

## ARTICLE 19

## NOTICE

19.1 Notices. All notices (including requests, demands, approvals, or other communications) unless otherwise set forth in this Lease, under this Lease shall be in writing.

19.1.1 Method of Delivery. Notice shall be sufficiently given for all purposes as follows:

- (a) When personally delivered to the recipient, notice is effective on delivery.
- (b) When mailed first class to the last address of the recipient known to the party giving notice, notice is effective on delivery.
- (c) When mailed by certified mail with return receipt requested, notice is effective two (2) days following mailing.
- (d) When delivered by overnight delivery with charges prepaid or charged to the sender's account, notice is effective on delivery.
- (e) When sent by telex or fax to the last telex or fax number of the recipient known to the party giving notice, notice is effective on transmission as long as (1) a duplicate copy of the notice is promptly given by certified mail, return receipt requested, or by overnight delivery or (2) the receiving party delivers a written confirmation of receipt. Subject to the foregoing requirements, any notice given by telex or fax shall be considered to have been received on the next business day if it is transmitted after 5 p.m. (recipient's time) or on a non-business day.

19.2 Refused, Unclaimed, or Undeliverable Notices. Any correctly addressed notice that is delivered pursuant to Section 19.1.1(b) or (d) is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

19.3 Addresses. Addresses for purposes of giving notice are set forth below:

"Tenant"	Sonoma County Transportation Authority
	Attn: Executive Director

100 B Street, Suite 210  
Santa Rosa, California 95403  
Main No. 707-565-5373

With a copy to:

“Landlord” \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARTICLE 20

DEFAULTS; REMEDIES

20.1 Landlord's Default. Landlord shall be in default of this Lease if Landlord fails or refuses to perform any provisions of this Lease that Landlord is obligated to perform if the failure to perform is not cured within thirty (30) days after notice of default has been given by Tenant to Landlord, or such shorter period if specified in this Lease. If the default cannot reasonably be cured within thirty (30) days, Landlord shall not be in default of this Lease if Landlord commences to cure the default within the thirty (30) day period and diligently and in good faith prosecutes such cure to completion.

20.2 Tenant's Remedies on Landlord's Default. Tenant, at any time after Landlord commits a material default, may terminate this Lease or may cure the default at Landlord's cost. If Tenant at any time, by reason of Landlord's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Tenant shall be due from Landlord to Tenant within thirty (30) days of written notice that the sum was paid, and if paid at a later date shall bear interest at the maximum rate the Tenant is permitted by law to charge from the date the sum is paid by Tenant until Tenant is reimbursed by Landlord. If Landlord fails to reimburse Tenant as required by this paragraph, Tenant shall have the right to withhold from future Rent due the sum Tenant has paid until Tenant is reimbursed in full for the sum and interest on it. The remedies set forth in this Section 20.2 are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Lease. In the event Landlord disputes that it is in default, Landlord shall have the right to initiate an arbitration proceeding in accordance with Article 23 except that the arbitrator shall be appointed by the presiding judge of the Sonoma County Superior Court and once appointed each side shall have five (5) business days to submit written statements and supporting documents to the arbitrator.

20.3 Tenant's Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(a) The vacating for more than thirty (30) consecutive days or abandonment of the Premises by Tenant;

(b) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, including the payment of Rent, where such failure shall continue for a period of thirty(30) days after written

notice is given by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty(30) day period and thereafter diligently prosecutes such cure to completion. The purpose of this notice requirement is to extend the notice requirements of the unlawful detainer statutes of California.

20.4 Landlord's Remedies on Tenant's Default. In the event of any default by Tenant which is not cured by Tenant, Landlord may terminate this Lease by giving Tenant thirty (30) days notice of termination. The purpose of this notice requirement is to extend the notice requirement of the unlawful detainer statutes of California. On termination of the Lease for default pursuant to this Section 20.4, Landlord shall have the right to recover from Tenant only the following amounts for any and all damages which may be the direct or indirect result of such default:

(a) The worth, at the time of the award, of the unpaid Rent that has been earned at the time of termination of this Lease;

(b) The worth, at the time of the award, of the amount by which the unpaid Rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of Rent that Landlord proves could not have been reasonably avoided;

(c) The worth, at the time of the award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of the loss of Rent that Landlord proves could not have been reasonably avoided; and

(d) Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default which Landlord proves could not have been reasonably avoided;

(e) Landlord shall have the option provided in Civil Code section 1951.4, which provides that, when a tenant has the right to sublet or assign (subject to reasonable limitations), the landlord may continue the lease in effect after the tenant's breach and/or abandonment and recover rent as it becomes due. Accordingly, if Landlord does not elect to terminate the Lease on account of any default by Tenant, Landlord may enforce all of Landlord's rights and remedies under this Lease, including the right to recover all Rent as it becomes due.

"The worth, at the time of the award," as used in "(a)" and "(b)" of this Section 20.4, is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge. "The worth, at the time of the award," as referred to in "(c)" of this Section 20.4, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

## ARTICLE 21

### SIGNAGE

Upon the commencement of this Lease, Landlord shall provide: (a) signage consistent with the existing signage program for the Building reasonably acceptable to Tenant (in conformance with all Laws and Orders (as defined in Article 12) identifying as the principal occupant of the Building;

and (b) main entry door signage. The cost of the signage and lettering shall be Landlord's responsibility. The cost of the signage and lettering shall be chargeable to the tenant improvement allowance described in **Exhibit C**.

## ARTICLE 22

### BROKERAGE

Neither party has had any contact or dealings regarding the Premises or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the Lease contemplated herein, except for Landlord's/Tenant's broker, which is Keegan & Coppin Co., Inc., whose commission, if any is due, shall be the responsibility of Landlord. In the event that any other broker or finder perfects a claim for a commission or finder's fee based upon any such contract, dealing or communication, the party through whom the broker or finder makes his or her claim shall be responsible for said commission or fee and all costs and expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same.

## ARTICLE 23

### DISPUTE RESOLUTION

23.1 Arbitration of Disputes. Any dispute that is required by the express terms of this Lease to be resolved by arbitration shall be resolved by neutral binding arbitration before a panel of three (3) arbitrators unless otherwise agreed, to be held in accordance with the commercial/real estate arbitration rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction over the dispute.

23.1.1 Qualifications of Arbitrators. The arbitrators shall be real estate appraisers, licensed in the State of California, familiar with handling commercial lease matters.

23.2 Venue. Hearings shall be held in Santa Rosa, California, or another venue determined by mutual agreement of the parties.

23.3 Demand and Limitation on Claims. Any demand for arbitration must be made in writing to the other party and to the American Arbitration Association. No demand for arbitration may be made after the date on which the institution of legal proceedings based on the claim, dispute, or other matter is barred by the applicable statute of limitations.

23.4 Provisional Remedies. The parties shall each have the right to file with a court of competent jurisdiction an application for temporary or preliminary injunctive relief, writ of attachment, writ of possession, temporary protective order, or appointment of a receiver if the arbitration award to which the applicant may be entitled may be rendered ineffectual in the absence of such relief or if there is no other adequate remedy. This application shall not waive a party's arbitration rights under this Lease.

23.5 Powers and Duties of Arbitrators. The arbitrators shall have the power to grant

legal and equitable remedies, and award damages, that may be granted or awarded by a judge of the Superior Court of the State of California. The arbitrators shall prepare and provide to the parties a written decision on all matters subject to the arbitration, including factual findings and the reasons that form the basis of the arbitrators' decision. The award of the arbitrators shall be mailed to the parties no later than thirty (30) days after the close of the arbitration hearing. The arbitration proceedings shall be reported by a certified shorthand court reporter. Written transcripts of the proceedings shall be prepared and made available to the parties.

23.6 Discovery. The parties shall have the right to discovery in accordance with Code of Civil Procedure Sections 1283.05 and 1283.1 as long as the arbitrators' permission shall not be required to take a discovery deposition and neither party may take more than three depositions nor more than one set of interrogatories or requests for admissions without the approval of the other party or the arbitrators. All discovery disputes shall be resolved by the arbitrators.

23.7 Application of California Evidence Code. The provisions of the California Evidence Code shall apply to the arbitration hearing.

23.8 Costs and Fees of Arbitrators. Costs and fees of the arbitrators shall be borne by the non-prevailing party unless the arbitrators for good cause determine otherwise.

23.9 Attorney Fees. The prevailing party shall be awarded reasonable attorney fees, expert and non-expert witness expenses, and other costs and expenses incurred in connection with the arbitration, in accordance with Article 24.

## ARTICLE 24

### ATTORNEY FEES AND COSTS

If either party undertakes litigation or arbitration against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to recover from the other party reasonable attorney fees, arbitration costs, and court costs incurred. The prevailing party shall be determined under Civil Code Section 1717(b)(1) or any successor statute.

## ARTICLE 25

### MISCELLANEOUS

25.1 Word Usage. Unless the context clearly requires otherwise: (a) the plural and singular numbers shall each be considered to include the other; (b) the masculine, feminine, and neuter genders shall each be considered to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes" and "including" are not limiting.

25.2 Counting Days. Days shall be counted by excluding the first day and including the last day. If the last day is a Saturday, Sunday, or a legal holiday as described in Government Code Sections 6700-6701, it shall be excluded. Any act required by this Lease to be performed

by a certain day shall be timely performed if completed before 5 p.m. local time on that date. If the day for performance of any obligation under this Lease is a Saturday, Sunday, or a legal holiday, the time for performance of that obligation shall be extended to 5 p.m. local time on the first following date that is not a Saturday, Sunday, or a legal holiday.

25.3 Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

25.4 Force Majeure-Specific Exceptions. Unless otherwise specified (including, without limitation Section 2.4), the time for performance of an obligation other than the payment of money under this Lease shall be extended for the period during which a party is prevented from performing by acts of God, government, or other force or event beyond the reasonable control of that party.

25.5 Binding on Successors. This Lease and all of the covenants, agreements, conditions and undertakings contained herein, shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.

25.6 Headings. The headings of the Articles and Sections hereof are for convenience only and shall not affect or be deemed to affect the meaning of any provisions hereof.

25.7 Entire Agreement. This Lease, including all exhibits, contains all of the terms, covenants, conditions and agreements between Landlord and Tenant relating in any manner to the rental, use and occupancy of the Premises. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect, and the terms, covenants, conditions and provisions of this Lease cannot be altered, changed, modified or added to, except in writing and signed by Landlord and Tenant. All references herein, directly or indirectly, to the term of this Lease shall also be deemed to include any extensions or renewals thereof provided Tenant herein, unless expressly provided to the contrary.

25.8 Governing Law. This Lease shall be governed exclusively by its express provisions and by the laws of the State of California, and any action to enforce the terms of the Lease or breach thereof shall be brought in Santa Rosa, California.

25.9 No Joint Venture. Nothing herein contained shall be deemed in any way or have any purpose whatsoever to constitute Landlord or Tenant a partner of the other in its business or otherwise, or a joint venturer or a member of a joint enterprise with the other.

25.10 Invalidity. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

25.11 Construction of Lease. This Lease shall be strictly construed neither against Landlord nor Tenant, but shall be construed according to the fair meaning of its terms. No remedy or election given by any provision in this Lease shall be deemed exclusive unless so indicated, but each shall, wherever possible, be cumulative with all other remedies in law or equity as otherwise specifically provided. Whenever the context of any provision shall require it,

the singular number shall be held to include the plural number, and vice versa, and the words "he", "his" or "him" if used with reference to Landlord shall be deemed to include the neuter or feminine gender of such pronoun. "Landlord" whenever used includes all grantors of the term, who shall be held bound jointly and severally hereby.

25.12 Signatures. This Lease may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby agree and acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Lease had been delivered.

## ARTICLE 26

### TELECOMMUNICATIONS EQUIPMENT

Installation of Telecommunications Equipment. Tenant shall have the right to install, at Tenant's cost, a satellite dish or similar antennae on the roof of the Building as set forth in this Article 26. Tenant shall have the right to install, operate and maintain telecommunications equipment on or about the Premises, the Building and the roof of the Building. In installing the telecommunications equipment, Tenant shall adhere to industry standards for installation and workmanship, all work to be completed to Landlord's reasonable satisfaction. Landlord reserves the right to have its roofing inspector supervise and review installation(s) to ensure the integrity of the roof structure is maintained. In addition, the installation of such equipment shall not cause damage to the Building and the use shall not result in excessive electrical use or diminish the rentable square footage of the Building. Tenant shall be responsible for procuring whatever consents, approvals, licenses or permits that may be required for the installation, use, operation and removal of Tenant's system. Tenant shall at all times and at Tenant's sole cost and expense be responsible for proper maintenance of the Telecommunications Equipment and all governmental permits and approvals required in connection therewith.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

“LANDLORD”: NORTH BAY REALTY HOLDINGS, LLC, a Sonoma County  
Transportation Authority, a public agency

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

“TENANT”: SONOMA COUNTY TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Executive Director

The Executive Director is authorized to execute this Lease, pursuant to the SCTA Board  
Action dated \_\_\_\_\_, 2017.

APPROVED AS TO FORM FOR TENANT:

\_\_\_\_\_  
Adam Brand, Deputy County Counsel

APPROVED AS TO CONTENT FOR TENANT:

\_\_\_\_\_  
Suzanne Smith, Executive Director  
Sonoma County Regional Climate Protection Authority  
Sonoma County Transportation Authority

CERTIFICATE OF INSURANCE ON FILE WITH DEPARTMENT:

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

EXHIBIT \*\*\***LEASEHOLD IMPROVEMENT AGREEMENT**

This Leasehold Improvement Agreement ("LIA") is dated for reference purposes only as \_\_\_\_\_, 20\_\_ ("Effective Date"), and is made by and between \_\_\_\_\_, a \_\_\_\_\_ ("Landlord"), and the **SONOMA COUNTY TRANSPORTATION AUTHORITY**, a political subdivision of the State of California ("Tenant"), as part of that certain Lease dated as of the same date as this LIA between them, affecting the real property commonly known as \_\_\_\_\_, Building \_\_\_\_\_, located in \_\_\_\_\_, State of California. Capitalized terms used, but not otherwise defined, in this LIA shall have meanings ascribed to those terms in the Lease. The following provisions are added to the Lease and, in the event of conflict between this LIA and the Lease, this LIA shall prevail.

## ARTICLE I

## DEFINITIONS

1.1 Definitions. Wherever used in this LIA, the following terms are defined as follows:

**Architect** means \_\_\_\_\_ or designee.

**Contractors** means the General Contractor and all other general contractors, design-build contractors, subcontractors, and material suppliers who provide labor and materials for construction of the Leasehold Improvements. Each Contractor shall be duly licensed by the State of California and in good professional standing.

**Construction Costs** means all costs incurred to complete the Leasehold Improvements, including, without limitation, the following:

- a. Payments to Contractors for labor, material, equipment, and fixture supplied pursuant to any construction contract entered into in accordance with this LIA;
- b. Fees paid to Designers for services required by this LIA;
- c. Taxes, fees, charges, and levies by governmental and quasi-governmental agencies for Permits or for inspections of the work;
- d. Utilities incurred in the course of the construction;
- e. Premiums for builder's risk insurance and other insurance required by this LIA;
- f. Costs incurred for the management and administration of the construction, including without limitation, wages, labor burden, and expediting, procurement, and administrative expenses; and
- g. Any and all other costs incurred to complete the Leasehold Improvements.

**Construction Documents** means this LIA and the Final Plans.

**Design and Construction Schedule** means the schedule for preparation, approval, disapproval, modification, and completion of the Final Plans and for obtaining Permits required for the

Leasehold Improvements and for the commencement, prosecution, and Substantial Completion of all Leasehold Improvements, which schedule is attached to this LIA as **Attachment A**, and incorporated into the LIA by this reference.

**Design Process** means the process for creation of the Final Plans as set forth in **Attachment B**.

**Designers** means the Architect and all other architects, structural engineers, mechanical engineers, and the other design professionals that are needed to design the Leasehold Improvements, each of whom shall be duly licensed by the State of California and in good professional standing.

**Engineered Plans** means the heating, ventilating and air conditioning system engineering plans, specifications and calculations prepared by an independent, licensed mechanical engineer acceptable to and approved in writing by Tenant and engaged by the Architect (and not any mechanical or other subcontractor). Such engineer is hereinafter referred to as the "HVAC Engineer". It is the specific intention of the parties that the heating, ventilating and air conditioning system will not be designed under a so-called 'design-build' arrangement.

**Final Plans** are those working drawings, plans, specifications, elevations, finishes and other documents, including, without limitation, the Engineered Plans, prepared by the Designers and approved by the parties in accordance with this LIA.

**General Contractor** means the general contractor selected by Landlord.

**Landlord's Representative** means \_\_\_\_\_ or such other person as Landlord shall designate in writing to Tenant as its authorized representative for the purposes of administering this LIA. Landlord's Representative shall have no right to modify any term or conditions of this LIA or the Lease.

**Laws and Orders** shall have the meaning set forth in **Section 12.1** of the Lease.

**Leasehold Improvements** means the improvements, modifications, and alterations to be constructed in or about the Premises in accordance with this LIA.

**Permits** means the permits, approvals, and consents of governmental authorities and third parties having jurisdiction over the Leasehold Improvements that are required for commencement and completion of the Leasehold Improvements, including without limitation, conditional use permits, building permits, sign permits and other permits.

**Punchlist** is defined in **Section 5.2** of this LIA.

**Substantial Completion or Substantially Completed or Substantially Complete** is defined in **Section 5.1** below.

**Scheduled Completion Date** means the scheduled date for Substantial Completion of the Leasehold Improvements as specified in **Section 2.3** of the Lease.

**Tenant Delay** means any actual delay in the Substantial Completion of the Leasehold Improvements as a consequence of:

a. Tenant's failure to fulfill its obligation as set forth in the Design and Construction Schedule, or this LIA which is not cured within twenty-four (24) hours following written notice to Tenant of the default;

b. Change Orders requested by Tenant, provided the delay will not exceed the amount of delay specified in the Change Order;

c. A willful or negligent act or omission of Tenant or Tenant's Representative, Tenant's agents, or employees that interferes with the progress of the work and which is not remedied within twenty-four (24) hours after delivery of notice from Landlord's Representative to Tenant's Representative of the interference.

**Tenant's Design Requirements** means the documents included in **Attachment C** to this LIA.

**Tenant's Representative** means \_\_\_\_\_ or such other person as Tenant shall designate in writing to Landlord as its authorized representative for the purposes of administering this LIA.

**Tenant's Work** means furniture, fixtures and equipment not shown or described in Tenant's Design Requirements or the Final Plans, telephone cable from the Building's point-of-demarcation to and within the Premises, computer cable within the Premises, interior signs not shown or described in Tenant's Design Requirements, Tenant's security system if one is to be installed, and Tenant's personal and business property.

## ARTICLE II

### DESIGNATION OF REPRESENTATIVES

2.1 Designation of Representatives. Landlord and Tenant respectively appoint Landlord's Representative and Tenant's Representative as their sole representatives for the purposes of administering this LIA. Until replaced upon written notice, Landlord's Representative and Tenant's Representative will have the full authority and responsibility to act on behalf of Landlord and Tenant, respectively, as required in this LIA, but shall have no right to modify this LIA or the Lease or to waive any material right of his or her principal under this LIA.

## ARTICLE III

### CONTRACT DOCUMENTS AND PERMITS

3.1 Retention of Architect, Design Process and Delivery of Tenant's Design Requirements. Landlord shall retain the Architect to prepare the plans and specifications for the Leasehold Improvements in accordance with the Design Process and Tenant's Design Requirements. Landlord shall also retain the HVAC Engineer to prepare the Engineered Plans in accordance with the Design Process and Tenant's Design Requirements.

3.2 Preparation and Approval of Final Plans. Landlord shall cause the Architect to prepare proposed Final Plans (which Final Plans shall include, but not by way of limitation, the Engineered Plans) which shall conform to Tenant's Design Requirements, on or before the last date specified in the Design Schedule for completion of such items. Tenant shall review the Final Plans and deliver to Landlord Tenant's written approval or disapproval of the Final Plans within the time limits stated in the Design Schedule. If Tenant disapproves in any respect the Final Plans, the parties shall confer and negotiate in good faith to reach written agreement on such item(s), using all reasonable efforts to achieve final agreement on such item(s) by the last date for agreement specified in the Design Schedule. Tenant agrees to work closely with the Architect to value engineer the proposed Final Plans, provided, however, that, such value engineering shall not compromise Tenant's Design Requirements.

3.3 Standards for Consent. Tenant shall not unreasonably withhold its approval of the Final Plans, unless the Final Plans do not conform to the Tenant's Design Requirements or unless the Leasehold Improvements are unsuitable for the conduct of Tenant's business. Any disapproval by

Tenant shall be accompanied by a written statement of the disapproved item, the reasons for disapproval, and the specific changes required to make the Final Plans acceptable. If Tenant's written notice of disapproval is not delivered in accordance with the time limits and standards set forth in this section, approval shall be deemed given.

3.4 Application for Approvals. When Tenant approves the Final Plans, Landlord shall submit them to all appropriate governmental agencies and third parties for issuance of the Permits required for the construction of the Leasehold Improvements and occupancy by Tenant of the Premises for its intended use. Landlord shall use all reasonable efforts to obtain the Permits within the time permitted by the Design Schedule.

3.5 Changes to Construction Documents. After being approved by Tenant in accordance with the foregoing, the Final Plans established in accordance with Article III, may be modified only by a written "Change Order" executed by Landlord and Tenant, which clearly describes: (a) the change; (b) the party required to perform the change; (c) any modification of the Final Plans necessitated by the Change Order; and (d) the cost or credit to Tenant, if any, of the Change Order. Neither Landlord nor Tenant shall unreasonably withhold or delay its approval of any Change Order (whether requested by a party or required by Law and Orders).

## ARTICLE IV

### PERFORMANCE OF THE WORK

4.1 Selection of Contractors. When Tenant has approved the Final Plans and Landlord has obtained the Permits required for construction of the Leasehold Improvements, Landlord shall cause the General Contractor to prepare and circulate an appropriate bid package for bidding by the various subcontractors (the "Contractors"). When the bids are received and approved by Landlord and Tenant, Landlord shall enter into a guaranteed maximum cost construction contract with the General Contractor based on the lowest qualified subcontract bids selected by Landlord, and approved by Tenant and General Contractor. No Contractor shall have any direct right or remedy against Tenant for payment of any sum or performance of any obligation with respect to the Leasehold Improvements.

4.2 Commencement and Completion of Leasehold Improvements. When all Permits for construction of the Leasehold Improvements have been obtained and Landlord and the General Contractor have entered into a construction contract in accordance with Section 4.1 above, Landlord shall cause the General Contractor to commence and to thereafter diligently prosecute the construction of the Leasehold Improvements in accordance with the Permits and the Final Plans, so that the Leasehold Improvements will be Substantially Completed on or before the Scheduled Completion Date. Landlord shall comply with the applicable provisions of California Labor Code Sections 1720.2 and 1770 et seq., regarding general prevailing wages.

4.3 Tenant's Entry. Landlord shall notify Tenant when the Leasehold Improvements are Substantially Completed and shall permit Tenant's contractors to enter into the Premises for the purpose of conducting Tenant's Work. Tenant and Landlord shall cooperate in good faith to schedule, coordinate, and perform their respective construction activities in an orderly manner and Tenant shall comply, and shall cause its contractors to comply, with all reasonable rules and regulations promulgated in writing by Landlord and provided to Tenant for the performance of Tenant's Work in the Premises.

4.4 Standards for Performance of the Work. Landlord shall cause the Leasehold Improvements to be constructed by well-trained, adequately supervised workers, in a good and workmanlike manner, free from design, material and workmanship defects in accordance with all Construction Documents and all Laws and Orders. Notwithstanding anything stated to the contrary in the Lease or this LIA, Tenant's acceptance of possession of the Leasehold Improvements shall not waive this warranty and Landlord shall promptly remedy all violations of the warranty at its sole cost and expense.

## ARTICLE V

## COMPLETION OF THE WORK

5.1 Substantial Completion. Landlord's Work shall be deemed "Substantially Complete" when: (a) construction of the Leasehold Improvements has been substantially completed in accordance with the Final Plans, the Permits, and Laws and Orders; (b) the Architect has certified that the Leasehold Improvements have been constructed in accordance with the Final Plans; (c) Landlord's Representative and Tenant's Representative agree that all work has been substantially performed, such agreement not to be unreasonably withheld; (d) there is no incomplete or defective work that unreasonably interferes with Tenant's use of the Premises; (e) the Leasehold Improvements are ready for occupancy by Tenant (including a Certificate of Occupancy, if applicable) except for the completion of Tenant's Work; and (f) all utilities are hooked up and available for use by Tenant in the Premises. The Substantial Completion Date shall not occur until the Leasehold Improvements are Substantially Completed and Tenant has had at least thirty (30) calendar days to complete Tenant's Work.

5.2 Inspection and Punchlist. Tenant's Representative and Designers shall have the right to enter the Premises at all reasonable times for the purpose of inspecting the progress of construction of the Leasehold Improvements. Landlord shall notify Tenant's Representative when the Leasehold Improvements are Substantially Completed. On receipt of such notice, Tenant's Representative, Landlord's Representative, and the Architect shall inspect the Leasehold Improvements and prepare a written list of any items that are defective, incomplete, or do not conform to the Final Plans or the Permits and Laws and Orders (the "Punchlist"). Tenant may augment the Punchlist at any time on or before sixty (60) days following the Substantial Completion Date. Tenant's failure to specify any item on the Punchlist, however, shall not waive Landlord's obligation to construct the Leasehold Improvements in accordance with this LIA. Landlord shall cause all Punchlist items to be remedied within sixty (60) days after the Substantial Completion Date.

5.3 Delay in Substantial Completion. If the Substantial Completion of the Leasehold Improvements is delayed, the provisions of Sections 2.3 and 2.4 of the Lease shall govern.

## ARTICLE VI

## PAYMENT OF CONSTRUCTION COSTS

6.1 Duty to Pay Construction Costs. The Leasehold Improvements shall be completed at the sole expense of Landlord, without reimbursement by Tenant, except as Tenant and Landlord may otherwise agree in writing after the date of this LIA. Tenant shall bear all costs of performing Tenant's Work, except as provided by Section 1.5 of the Lease.

6.2 Notice of Non-responsibility. Landlord shall provide Tenant with at least ten (10) days' prior written notice of the date of commencement of construction of the Leasehold Improvements, in order to permit Tenant to post, file, and record such Notices of Non-Responsibility and other instruments as may be necessary to protect Tenant and its property from claims by Contractors for Construction Costs that are to be paid by Landlord pursuant to this LIA.

## ARTICLE VII

## RISK OF LOSS

7.1 Builder's Risk Insurance. At all times prior to the Substantial Completion Date, Landlord shall maintain, or cause the General Contractor to maintain, so-called contingent liability and broad form

"builder's risk" insurance with coverage in an amount equal to the replacement cost of the Premises and the Leasehold Improvements to be constructed pursuant to this LIA.

7.2 Casualty. If the Premises or any portion of the Leasehold Improvements are damaged or destroyed prior to the Substantial Completion Date, the parties shall have the following rights to terminate the Lease:

a. Tenant may terminate the Lease, if (in the reasonable opinion of the Architect) the building cannot be restored and the Leasehold Improvements Substantially Completed prior to one hundred twenty (120) days after the Scheduled Completion Date.

b. If the Lease is so terminated, Landlord shall be entitled to the proceeds of the builder's risk insurance specified in Section 7.1.

c. If the Premises or the Leasehold Improvements are damaged or destroyed prior to the Substantial Completion Date and the Lease is not terminated pursuant to this section, Landlord shall promptly and diligently cause the General Contractor to restore the Premises and complete the construction of the Leasehold Improvements. Landlord shall be entitled to the proceeds of the builder's risk insurance specified in Section 7.1.

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IN WITNESS WHEREOF, Landlord and Tenant have executed this LIA, intending to be bound by it as of the Effective Date.

LANDLORD: \_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT: **COUNTY OF SONOMA**, a political subdivision of the State of California

By: \_\_\_\_\_  
Caroline Judy, Director  
General Services Department

APPROVED AS TO FORM FOR TENANT:

\_\_\_\_\_  
Elizabeth Coleman  
Deputy County Counsel

APPROVED AS TO CONTENT FOR TENANT:

\_\_\_\_\_  
\_\_\_\_\_, Director  
\_\_\_\_\_ Department

\_\_\_\_\_  
Marc McDonald, Real Estate Manager  
General Services Department

**Attachment A**

**Design and Construction Schedule**

SCHEDULE	DATE or DAYS TO COMPLETE
1. County approves final space plan	
2. County submits space plan to LL	
3. LL applies for permits and completes architectural drawings (per Board item(Intent))	
4. Architect completes Construction Drawings (approx. 3 weeks, if minor TI's)	
5. Tenant will approve, conditionally approve or disapprove the Construction Documents (within five (5) business days following Tenant's actual receipt of the Construction Documents)	
6. Architect completes the Final Plans and Specifications	
7. County orders furniture (6 weeks lead time from approximate Scheduled completion date—Item 14)	
8. Tenant will approve/disapprove the Final Plans	
9. Last day for Landlord and Tenant to agree upon and initial Final Plans (within ten (10) business days following Tenant's initial approval, conditional approval or disapproval of the Construction Documents)	
10. Last day for Landlord to obtain all Permits (approx. 6 weeks)	
11. Scheduled Completion Date of Leasehold Improvements and start of County Fixturization period	
12. Last day for Substantial Completion of Leasehold Improvements	
13. Fixturization period <u>completed</u> (3 weeks) (can start upon Substantial Completion Date)	
14. Punch list and final (walkthrough and correction)	
15. The last day that LL can give County notice that the work is substantially completed, or County may terminate	

CLIENT TARGET MOVE-IN DATE: \_\_\_\_\_

## **Attachment B**

### **Design Process**

**Tenant's** Architect is the architect and designer of record for the Leasehold Improvements. The parties agree to use all reasonable efforts to complete the design documents for the Premises. Tenant shall provide Landlord with a preliminary architectural program and outline specifications for the Leasehold Improvements (the "Program"). Based on said Program, Tenant's Architect shall provide professional architectural, engineering and other services to the Tenant as outlined below.

Schematic Design. The schematic design phase has been completed by Tenant's Architect is the architect and designer of record for the Leasehold Improvements. The parties agree to use all reasonable efforts to complete the design documents for the Premises. Tenant shall provide Landlord with a preliminary architectural program and outline specifications for the Leasehold Improvements (the "Program"). Based on said Program, Tenant's Architect shall provide professional architectural, engineering and other services to the Tenant as outlined below.

Schematic Design. The schematic design phase has been completed by \_\_\_\_\_, and is reflected by Tenant's Design Requirements attached hereto as **Attachment C**.

Design Development. Based on Tenant's Design Requirements attached hereto as **Attachment C**, the Tenant's Architect shall prepare, for approval by the Tenant, design development documents ("Design Development Documents") to fix and ascribe the size and character of the Leasehold Improvements as to architectural, structural, mechanical, electrical, and other elements. In addition, the Design Development Documents shall include the following details: (a) specific electrical, mechanical and fire sprinkler distribution plans, including, without limitation, the Engineered Plans (as defined above); (b) a reflected ceiling plan; (c) millwork and cabinet elevation drawings and door details; (d) a separate telecommunications and computer systems cabling plan; (e) three color finish boards (including specifications, swatches and samples); and (f) other details required including, without limitation, building security and safety system plans. Architect shall advise Tenant and Landlord of any adjustments to the schedule.

Final Plans (Construction Documents). Based on the approved Design Development Documents and updated schedule, Tenant's Architect shall prepare the Final Plans and Specifications for approval by the Tenant and Landlord.

## Attachment C

### Tenant's Design Requirements/Outline Specifications

I	GENERAL REQUIREMENTS	
II	CONSTRUCTION AND CODE CRITERIA	
III	DESIGN REQUIREMENTS	
Division 2	Sitework	
	A	Parking
Division 6	Wood and Plastics	
	A	Cabinets
Division 7	Thermal and Moisture Protection	
	A	Exterior Walls
	B	Roofs
Division 8	Windows and Doors	
	A	Windows
	B	Doors
	C	Hardware
Division 9	Finishes	
	A	Floors
	B	Carpet
	C	Ceilings
	D	Window Coverings
	E	Painting
Division 10	Specialties	
	A	Toilet Room Accessories
	B	Signs
	C	Modular Systems Furniture (MSF)
Division 13	Special Construction	
	A	Sound Control
Division 15	Mechanical	
	A	Plumbing
	B	HVAC
Division 16	Electrical	
Division 17	Security System	

## I - GENERAL REQUIREMENTS

A The Premises shall consist of the usable square footage described in Section 1.1 of the Lease and appurtenant facilities complete and ready for occupancy and in accordance with attached sketch plans and these outline specifications.

B The Tenant's intent is to achieve adequate standards of quality and yet to avoid unnecessary alterations so that in all cases where Tenant agrees an existing feature meets requirements specified herein, the Landlord's obligation is only to maintain that feature, as it exists.

C These specifications and design criteria describe minimum standards of quality and construction for Premises. Construction methods or materials other than those mentioned herein may be acceptable if in the opinion of the Tenant they provide equal appearance and utility. Prior approval in writing must be secured before substitution. Any deviations from the Exhibits of the Lease shall require approval from the Tenant.

D Any reference in these documents to "plans", "sketch plans", or "as shown on plans" should be construed to mean as shown or described in Exhibit A1.

E In case of conflict between the sketch plans and these "Outline Specifications" the sketch plans shall supersede these specifications. When such conflict is discovered, contact the Tenant for clarification and/or interpretation.

F Submit copies of design documents (drawings, calculations, electrical needs, lighting system, and proposed heating, ventilating, and cooling system) to Tenant for review and conceptual approval. Documents shall be retained by Tenant and shall be provided at no cost to Tenant. Submittals shall be made at two stages:

**Submittal Stage 1:** Submit documents at end of design development stage. Tenant's conceptual approval will be required prior to moving on to the working drawing phase.

**Submittal 2:** Prior to commencing construction, provide Tenant with copy of permit set of documents as approved by local building authority.

G Should the Tenant make comments with regard to working drawings and specifications, they shall be construed as advisory only and shall not relieve Landlord from sole responsibility for conformity of the Premises to all lease exhibits or attachments, or compliance with all applicable codes and regulations.

## II - CONSTRUCTION AND CODE CRITERIA

A Premises when completed shall conform to applicable codes, ordinances, and zoning laws and shall be constructed in accordance with sound engineering practices. Landlord shall obtain a building permit for required construction and tenant improvements from the local authority and, upon completion of construction, a Certificate of Occupancy. Landlord shall furnish the Tenant with copies thereof.

B Prior to beginning construction, submit proposed construction schedule for Tenant's review and approval.

C Landlord shall furnish certification from the local Fire Marshal that Premises comply with local fire regulations, as appropriate. If Tenant detects either before or after occupancy fire, safety or health hazards, Landlord shall correct them at the Landlord's sole cost and expense. Premises shall include installation and annual servicing of fire hoses and extinguishers in cabinets located as required by codes as applied by officials responsible.

D Landlord hereby guarantees that Premises, when completed and ready for occupancy, are tenantable and that mechanical, electrical, plumbing, and all other facilities and features (including architectural finishes, paint, hardware, doors, floor covering, etc.) are of quality capable of giving satisfactory service in accordance with these specifications and for the full term of the Lease. All labor shall be especially skilled for each kind of work and all workmanship must be thorough and first-class in all respects.

E Where the Tenant occupies any portion, or all of a multi-story building, the Landlord shall provide an emergency evacuation plan for the tenants. The plan shall be coordinated with the tenant agency Emergency Coordinator. In addition to any code required exit signage, Landlord shall provide sufficient "key" floor plans to clearly

delineate emergency exit routes, corridor located fire extinguishers and fire alarm pull stations. Key plans shall be located in central traffic areas, wall mounted and framed under glass, minimum size 8" x 10".

F The requirements of CCR Title 24, State Building Code relative to Access Law Compliance, and Americans with Disabilities Act (ADA), and Uniform Federal Access Standards (UFAS), must be included in the planning of these Premises. All new construction work shall be planned to comply with the above-mentioned standards. Modifications of existing conditions to reach compliance are also required unless the alterations and cost meet the qualifications for unreasonable hardship.

G Hazard Communication Program (for work in and adjacent to areas already occupied by Tenant): Always use the least hazardous material available that will achieve required results. Prior to beginning any construction in or adjacent to spaces already occupied by Tenant, Landlord shall provide the following information:

1. MSDS (Material Safety Data Sheets) or other appropriate literature on any hazardous materials (paint thinners, solvents, mastics, etc.) that will be used during construction.
2. Identify any procedures likely to produce vapors, odors, fumes, dust, etc. Such procedures shall only be undertaken during times when adjacent areas are not occupied (i.e. evenings, weekends). Provide adequate ventilation to ensure that all vapors, etc. are expelled from building prior to next business day.
3. Any safety precautions Tenant should take regarding proposed construction.

### III - DESIGN REQUIREMENTS

#### 2 – Sitework

A Parking: If parking is shown or indicated on plans or in lease documents, it shall have pre-cast concrete bumpers or curbs to protect property and pedestrians and shall be paved, including paved access from street and be properly graded for effective disposal of surface water away from building, and off site. Each stall shall have unobstructed individual access. Mark parking stalls with painted 4" wide stripes of white traffic paint or indicate by marker buttons. Provide appropriate designation of space for Tenant and ADA requirements.

B Provide accessible route between handicap-designated parking space/s and main building entry serving each tenant space.

#### 6 - Wood and Plastics

A Cabinets:

1. Provide new cabinetwork as shown and where indicated on plan. Manufacture items per the current edition of the Woodwork Institute of California (WIC) "Manual of Millwork" standards for "Custom Grade" millwork. Each item of casework and plastic laminate counter top shall be built in accordance with WIC standards. Cabinet core materials shall be veneer core hardwood plywood or 3/4" medium density fiberboard (MDF). High-density particleboard and tempered hardboard products will not be permitted. Countertop core materials shall be plywood. No product containing formaldehyde shall be used.

2. Cabinets shall be of sizes and types indicated on the plans. Unless otherwise noted, base cabinets shall have one row of drawers and one adjustable shelf below with hinged doors unless noted otherwise. Provide a 4" toe space at base cabinets. Upper cabinets shall have two rows of adjustable shelves and hinged doors unless noted otherwise. Access openings and other cutouts to plumbing and electrical fixtures and lines shall be provided by the cabinetmaker; field cutouts shall be minimized and shall be finished to match casework.

3. Counter tops and cabinets shall be covered with plastic laminate at all exposed surfaces. Counter tops shall be self-edged unless otherwise noted. Counter tops with sinks shall have a no-drip, bull-nose edge, and an integral cove, with a sanitary metal rim around the sink or a self-rim stainless steel sink. Other materials may be submitted to the Tenant for approval.

4. Where concealed, shelves may be of minimum 3/4", white melamine, per WIC Specifications. Cover exposed edges with plastic laminate or hardwood edging.

5. Face of millwork to be high-pressure decorative plastic laminate: NEMA LD-3 grades as required by **Tenant Specifications**. Use Formica, Wilsonart, Nevamar, or equal, subject to approval by Tenant.
6. Provide 3-way adjustable European-style concealed hinges and wire pulls plated to match hardware.
7. Finishes for casework shall be plastic laminate. Color to be selected by Tenant.
8. Design all casework to meet the requirements of ADA. Work surfaces and counters shall be adjustable in height wherever possible for accessibility and flexibility.

## 7 - Thermal and Moisture Protection

A Exterior walls, including door and window assemblies, shall be constructed or processed so that they are weatherproof. Seal all visible cracks that allow outside air to penetrate the building's envelope. Exterior walls shall be insulated such that the heat transfer values from the wall to the occupied space comply with CCR Title 24, Part 2.

B Roof shall be weather tight and provided with suitable drainage system that will effectively dispose of roof water without interfering with use of Premises. Roof shall be insulated such that the heat transfer values from roof to occupied area complies with CCR Title 24.

## 8 – Windows and Doors

A Windows:

Glazed openings in office partitions shall have 3'-6" high sill unless noted otherwise on plans. Glass shall be clear unless noted otherwise and shall meet all applicable code requirements. All products shall be commercial grade.

B Doors:

1. All interior doors shall be of minimum dimension 3'-0" x 6'-8" x 1-3/4" thick, flush solid core wood. Doors with mortise locksets shall be solid core. Face veneer shall be rotary cut book-matched premium birch or maple or beech suitable for stained or natural transparent finish. All double doors to be "book matched".

2. Glass view panels in interior doors shall be minimum 3/16" clear float glass, tempered as required by code.

3. Fire-rated door and frame assemblies shall be installed where noted or as required by code. Doors and frames shall bear Underwriters Laboratory (UL) label for required fire resistive rating. Modification of labeled assemblies will be subject to inspection and approval by the Office of the Fire Marshal who may require re-testing and/or re-certification.

4. Doors separating conditioned and unconditioned space shall be weather stripped or have a door gasket to effectively and reliably limit air infiltration. Adhesive foam-type or felt weather-stripping is not acceptable.

C Hardware:

1. Furnish and install hardware required for complete installation, including but not limited to, hardware for locks, latches, door butts with non-removable pins on out swinging exterior doors, door stops, and, where indicated on plan, metal thresholds, metal kick plates, metal push plates, single or double acting self-closing gravity operated gate hinges.

2. Provide lever type hardware to comply with Title 24 Access and ADA requirements. Locksets and latch sets shall be "Schlage," or approved equal. Interior office doors may have Schlage "AL" series latch sets or equal. Doors providing access to Premises, isolated storage rooms and other doors shall have a lock, shall have Schlage "D" Series or equal. **Provide 6-pin cylinder capable of being keyed to Tenant's master key system (confirm requirement with Tenant prior to installation).**

3. Provide adjustable door closers on entrance doors, doors to toilet room and their vestibules, doors between leased spaces and public areas, and on other doors where noted on the plan. Spring-loaded hinges will not be allowed in lieu of door closers.

## 9 - Finishes

### A Floors:

1. Concrete floors in janitor closets, heater or utility rooms shall be cleaned and treated with epoxy coating. Office areas throughout shall have carpet or other floor covering per Exhibit A with 4" top-set rubber base, unless otherwise specified. Floor covering shall extend under counters and cabinets. Colors and patterns shall be as selected or approved by Tenant.
2. Floors in toilet rooms shall be of nonabsorbent material impervious to moisture (such as sheet vinyl, terrazzo, ceramic tile, or approved equal material) with 6" minimum base. Provide 4' high wainscot of equal material at plumbing fixture walls, walls within water closet compartments, and walls within 24" of the front and sides of urinals. Exposed concrete floors are not acceptable in toilet rooms.

### B Carpet:

All other areas shall receive new carpeting. Carpeting may be either broadloom or carpet tiles. Approved products: Lees Commercial Grade - Lineage, Interface Carpet Mills - Quantum Plus Series, Moiré Plus Series with Protekt 2, or equal. Broadloom carpet shall be of level loop or multi-level loop broad loom, nylon face yarn, Antron or BASF with inherent static control, minimum 28 oz./sq. yd. face yarn weight. No pads will be used. Pattern and color as per drawings, or approved equal.

C Ceilings of office areas including reception, corridors, and office storage areas shall have acoustical ceilings of "T" bar systems with new acoustical lay-in panels or other approved material with equivalent acoustical qualities. Ceiling height shall be a minimum of 9'-0" and a maximum of 12'-0". If existing "T" bar system is in place, the grid shall be painted and new tiles installed.

D Window Coverings (horizontal blinds) will be provided on all exterior windows and office sidelights. Acceptable manufacturer is Riviera Dust Guard 1-inch Blind by Levolor. Include cord lock and hold down brackets.

E Painting: Unless otherwise note, all walls to be painted.

1. Colors shall be as selected or approved by Tenant. Provide 12" x 12" brush-out samples off all proposed colors prior to painting.
2. Interior walls and ceilings and painted sash, doors, and trim shall be in clean, newly painted condition.
3. Walls and plaster or gypsum board ceilings shall be finished in latex semi-gloss stipple enamel.
4. Painted doors and trim shall be finished in latex semi-gloss enamel.
5. Where existing acoustic tile is painted, it shall be finished with non-bridging paint "Off-White".
6. Stained or natural finished wood shall be finished with sealer and lacquer.
7. New partitions without factory finish shall be painted with one coat of primer/sealer and two finish coats of best quality latex semi-gloss stipple enamel.
8. Painted doors and trim shall be latex semi-gloss enamel.
9. Stained or natural finish wood shall be finished with sealer and two coats lacquer.
10. Where non-matching contiguous painted surfaces result from preparation of the Tenant's Premises, matching paint shall be applied extending to natural break points of the surfaces in question.
10. Landlord's architect to provide 3 color boards of distinctly different finishes for approval by tenant. An individual qualified to select finishes shall prepare the boards. The selected board is to be retained by the tenant for verification purposes.

## 10 – Specialties

A Toilet Room Accessories: Each toilet room shall include paper towel holder(s), waste receptacle(s), soap dispensers, and mirror with shelf below for each lavatory. Provide a Diaper Changing Station in each woman and men's public restroom. Station shall be Bobrick or equal. Each woman's toilet room shall include a coin-operated sanitary napkin dispenser. Each toilet stall shall include a toilet paper holder (single roll with continuous paper flow), toilet seat cover dispensers, inside locking device and a coat hook. In addition, in each woman's toilet stall shall include a folding purse shelf and a sanitary napkin receptacle. All dispensers to have stainless steel finish. Accessories must comply with California Accessibility Code 3105.A (6).

B Signs: It is the intent of this paragraph to provide the Tenant with proper identification for the public's information. Signage shall be placed to suit the building configuration and the entrance to the Tenant's Premises.

1. Interior: All signs to comply with California Accessibility Code. On or near entrance door, install the words "COUNTY OF SONOMA" and name of County agency and address numbers as directed. Signage shall be per building standard subject to approval by the Tenant. Painted or pressure sensitive vinyl letters are not acceptable, unless approved in writing by tenant. Provide similar agency identification signage in the building directory, if any. Each toilet room shall have required identification signs.

2. Exterior: Letters shall be of cast aluminum alloy, bronze, black anodized finish, dimensional plastic, or as approved by the Tenant. Submit catalog or sample for approval by the Tenant. The words "COUNTY OF SONOMA " shall be 6" high and the name of the department shall be 10" high. Sign shall include street address numbers 4" high.

C Modular Systems Furniture Projects (MSF) -- The Tenant may elect to provide and install MSF in lieu of traditional office furniture. MSF may be comprised of any combination of freestanding partition panels, panel supported worktops, files, components, and integrated circuitry and access raceways for provision of electrical power and voice and data cabling. The system is typically provided with a hardwired connection for phone, data, and electric service.

If the Tenant elects to use MSF as described above, it will complete all procurement procedures for purchase of MSF and will coordinate the installation of the MSF (excluding hardwiring of Landlord supplied utilities and connections). Landlord shall provide access to building and facilities to Tenant and its MSF installer as required during MSF installation period. Tenant will provide Landlord with MSF layout drawings showing panel and workstation configurations, panel sizes, point of connection (POC) for Landlord-supplied utilities (phone, data, electric), and utility requirements.

Landlord shall ensure that building electrical/mechanical systems and capacities are compatible with MSF design requirements. Landlord shall ensure MSF lay out drawings are used to coordinate location of wall-mounted equipment such as access panels, thermostats, fire extinguishers, etc., and will relocate existing equipment as required to accommodate MSF layout.

Landlord shall be responsible for coordination and delivery of electrical, service and phone/data outlet boxes and conduits to MSF "Point of Connection" (POC) - generally a junction box at wall or above ceiling) as indicated on MSF installation and wiring cable plans to be provided by Tenant. Tenant will provide Landlord with required MSF utility "whip" and Landlord shall also be responsible for hardwiring "whip" at POC. This work shall be coordinated to occur concurrently with MSF installation. Landlord shall obtain any required permits from the local jurisdiction.

Coordination of delivery and installation of MSF is critical to timely occupancy by the tenant agency, as business cannot be conducted until power, voice, and data components are fully operational. Tenant shall provide installation schedule to Landlord, and once agreed upon, both parties may not change this schedule without agreement. If Landlord fails to meet the installation date, Landlord shall be responsible for storage and associated delivery costs of MSF if delivery schedules cannot be adjusted to conform to new schedules.

Installation of modular systems furniture may not take place until construction of tenant improvements is substantially complete. Conditions required for said completion are:

- a. Building official approval of electrical and cabling systems to the point of connection.
- b. Installation of floor covering.
- c. Substantial completion of project punch list.

### **13 - Special Construction**

A Sound Control: Construction of equipment rooms and toilet rooms shall be such as to prevent transmission of sound or vibration to office areas (minimum sound transmission class (STC) rating of 50 STC). Access to mechanical rooms shall not be through office areas. All other walls shall be a of minimum STC 35 rating.

### **15 - Mechanical**

A Plumbing: If not shown on plans, provide plumbing fixtures in number and type required by the California Plumbing Code.

Provide hot and cold water at each lavatory and sink, per CPC and CCR Title 24, Part 5.

Provide one or more ADA compliant refrigerant drinking fountains within close proximity to office Premises or as indicated on plans. Soldered connections on water supply lines shall use ASTM 832, Grade 5A 95-5 Tin Antimony solder. Lead solder is not allowed.

At fixtures provided for the Tenant's exclusive use, provide the following:

1. Set temperature of hot water to lavatories and sinks at maximum 105° F.
2. Water heaters and storage tanks shall be fitted with external insulation blankets rated at a minimum thermal resistance value of R-6 unless the existing insulation jacket is in excess of R-12.

**B Heating, Ventilating, and Air Conditioning (HVAC):** A comfort conditioning system shall consist of a fully automatic heating, cooling, and ventilating system providing air continuously during occupied hours to areas designed for occupancy, including storage-work rooms, lounge, etc. Provide adequate ventilation and cooling to maintain proper operating temperature for equipment in telephone/communications room and other support spaces.

Systems shall be zoned for each exposure and for interior zones, each zone of size and shape to ensure even distribution and temperature control throughout occupied space. Each zone shall be able to be independently controlled without affecting airflows or air temperature supplied to other zones. Each zone shall require a separate air-handling unit unless Tenant specifically agrees to an alternative design.

The heating and cooling system shall maintain the following temperatures in all occupied areas: Winter 70°F; Summer 75°F.

Prior to construction, submit to Tenant detailed heating and cooling calculations (including loads for lights, occupants, and equipment), equipment data sheets. All calculations and related design documents shall be prepared and signed by licensed engineer. The cooling load for conference rooms, hearing rooms, public lobbies, waiting rooms, and employee rooms shall be based on occupancy of 25 SF per person. Cooling load for all other areas shall be based on occupancy of 100 SF per person.

Distribution ductwork shall be properly insulated in accordance with the California Mechanical Code (CMC). Ductwork shall be concealed or integrated into the architectural design of the interior space. Air distribution system shall be capable of draft less operation at acceptable noise level while handling designed flow of air. Return air shall be conducted through registers connected to ductwork or plenum above ceilings, except as otherwise approved by the Tenant. The ductwork construction and installation shall conform to the appropriate Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) low velocity, high velocity, or fibrous glass duct construction standards.

Individual supply and return air outlets shall be provided in each enclosed area. Offices between 150 and 250 square feet shall be provided with two supply and one return air register. Undercutting of doors, door grilles, or jumper ducts are not acceptable alternates to ducted returns.

Minimum outside air ventilation shall be 20 cfm per person. The complete hydronic and air system shall be checked, adjusted, and balanced during construction and re-balanced after occupancy by an established air-balancing firm in accordance with the AABC Standards. Certified balance reports shall be delivered to the Tenant upon occupancy of the building. Thereafter, out-door air damper operation and outdoor air quantities shall be verified by an established air balancing firm and a report delivered to the Tenant annually as requested by the Tenant.

A design supply airflow of .75 cfm per SF. in interior of windowless perimeter spaces is acceptable.

Toilet rooms shall be provided with a mechanical exhaust system providing a minimum of 15 air changes per hour. Replacement air shall be supplied from the building system. Individual supply ducts for sound lined jumper ducts are acceptable. Where toilet rooms have individual exhaust fans, the fan operation shall be interlocked with the toilet room light switch. Exhaust air shall be ducted to the outside.

Thermostats shall be provided for the regulation of the "daytime" temperature, in each zone without manual attention by tenant. The thermostats shall include automatic changeover from heating to cooling. "Dead-band" thermostats shall be used with adjustable range where no heating or cooling is activated. The temperature range of the thermostats shall be minimum 55F to 85F. Lockable tamperproof covers shall be provided. Thermostats shall be cleaned, calibrated. Room thermostats shall be located in representative location (out of sun, out of diffuser blow, and not on walls near return air devices). Thermostats on exterior walls shall be on insulated bases.

Provide one winter night setback thermostat for each air-handling unit. The thermostat shall cycle the heating system to maintain 55F.

One or more readily accessible, adjustable, automatic-control time clocks (7-day), battery, spring loaded, or energy management start/stop systems (micro processors) shall be provided to allow the shutoff and startup of the heating, ventilating, and cooling equipment for off-hour energy control. Locate control unit in mechanical room or as directed by the Tenant. Tenant shall determine maximum daily hours of operation. Provide one-hour bypass timers where after-hours operation is noted on plans.

Filtration shall be provided for all ventilated (outside air) and re-circulated air. Low static pressure filters shall be used, with 0.15" maximum pressure drop when clean, except in areas requiring a cleaner atmosphere.

All equipment shall be inspected for proper operation at least every month. An inspection and maintenance log for time clocks and all major equipment, including the economizer, shall be posted in the mechanical room or in a convenient building location and be available upon request for Tenant inspection.

## **16 – Electrical**

Relocate and/or provide fluorescent lighting at ceilings to provide watts/square foot required by Title 24 overall in each area. Lighting fixtures in individual offices shall be located such that illumination levels within each office are as evenly distributed as possible. Proper lighting at task locations is important.

Light fixtures are to be lamped with high efficiency lamps. New or replacement fluorescent fixtures shall have four foot 32 watt T-8 lamps with energy saving solid state electronic ballast.

Light fixtures shall be installed with a 6' flexible "pigtail" to facilitate rearrangement.

Replace incandescent lamps with compact fluorescent lamps or with circular fluorescent lamps wherever possible.

In building designed for a return air plenum, light fixtures shall be of the return air type.

Wall switches shall control lights. All light switches shall be installed within the space controlled by them or near entrances and exits to areas served. Three-way switches shall be provided in corridors and spaces with more than one entrance. Switches shall be located at the interior office wall the door opens onto and shall be mounted a maximum of 44 inches above the finished floor and between 12 and 36 inches horizontally of the end of the door in a fully open position though never behind the door itself.

Any panel switches shall have a 7-day spring or battery loaded time clock set for a maximum of 10-1/2 hours or operation daily. Time clocks shall have manual override with one-hour reset. Override shall be accessible to tenant.

Provide motion sensors for all areas.

Provide dual switching to provide even half-level lighting in enclosed areas (100sf. or larger) in accordance with Title 24, Sec. 2-5319(c).

Any parking and outdoor lights (non-security) shall have photocell control or a 7-day spring or battery loaded time clock set to suit Tenant's after-hours needs.

Duplex convenience outlets shall be 20 ampere 125 volt 3 wire grounding type.

Provide wiring and electrical switching and control equipment for heating, ventilating, and cooling equipment and other special power or heating equipment. Provide special outlets, dedicated circuits, isolated ground convenience outlets, etc., for copy machines, word processing equipment, data processing equipment, etc., where shown on plan. Dedicated circuits shall have individual black wire from outlet to panel neutral bus. Green wire shall be run to building ground via an isolated ground panel bus. (Green wire may be ganged from outlets to isolated ground panel bus.) Landlord shall furnish certification from electrical contractor that this work has been installed in compliance with specifications and vendor's equipment requirements.

Each office and open work station shall be provided with the following unless the existing conditions currently meet these requirements (note: outlets and jacks shall be located such that they are hidden from view by the desk or table (i.e. located in the area where furniture directly adjoins a wall or within 24 inches of the furniture on the user's side of the furniture):

1. Minimum one duplex outlet on the wall adjacent to each desk and data procession (DP) table. When the desk and DP table directly adjoin one another, two duplex outlets may be provided at a wall adjoining either the desk or DP table.

2. Minimum one duplex outlet per wall in each office and workspace and duplex outlet at corridors spaced at no greater than 12 feet apart.

3. Minimum one phone connection at one wall adjacent to each desk. This shall consist of an outlet box in wall with EMT conduit extending from box to 6" above finished ceiling\*. Provide nylon pull cord at each location.

4. Minimum one data connection at one wall adjacent to each DP table. This shall consist of an outlet box in wall with EMT conduit extending from box to 6" above finished ceiling\*. Provide nylon pull cord at each location.

**\*Note:** When space at ceiling is not accessible for pulling cables, extend conduit and pull wire to location that will allow Tenant to pull wires unimpeded back to phone/data distribution center.

Landlord shall provide and install all conduits, complete with pull wire, necessary for telephone installation, including conduit from exterior of building to junction box location and telephone distribution centers. Provide 2 – 2" conduit from the Main Telephone Room (MPO) to the telecom room in tenant's space. Provide telephone terminal backboard or terminal cabinet of proper size, as directed by Tenant's telephone vendor company. Provide flush cabinets or closets to enclose all telephone backboards, terminal strips, and telephone equipment except where suitable telephone-company-furnished covers will serve to conceal these items. Provide lighting and power outlet(s) in closets as required. Telephone service outlets shall be as shown and conduit provided to serve these locations. NO ELECTRICAL OR ALARM PANELS WILL BE ALLOWED IN THE TEL/COM ROOM.

Provide 30 percent additional electrical capacity to Tenant leased space for future needs.

### **17 - Security System**

Provide outlet boxes and conduit to support tenant-supplied security system, if required in the plans. Locate outlet boxes in wall adjacent to each location and extend 1/2" conduit with pull cord from outlet to space in ceiling above.

## **END OF SPECIFICATIONS**

**Attachment D**

**Landlord's Itemized Statement(s) for Actual Costs of Lease Concessions**

## Staff Report

**To:** Sonoma County Transportation Authority  
**From:** Janet Spilman, Director of Planning  
**Item:** 4.2.1 – Planning Activities Report  
**Date:** July 10, 2017

**Issue:**

Information only.

**Background:**

**PLANNING**

- **Shift Sonoma County** – The Draft Shift Sonoma County: Low Carbon Transportation Action Plan is before the Board this month for review. <http://scta.ca.gov/planning/shift>
- **Bicycle and Pedestrian Planning** - SCTA staff has updated existing bicycle and pedestrian facilities for the Countywide Bicycle and Pedestrian Master Plan maps and for the Caltrans District 4 Bicycle Plan. Staff has asked that jurisdictions submit any new locally-approved bicycle and pedestrian projects for the Countywide Bicycle and Pedestrian Master Plan by the end of September and plans to allow for new locally-approved projects to be added on an annual basis. SCTA staff has been coordinating with Caltrans and the CBPAC on the District 4 Bicycle Plan, which will focus on the gaps and barriers around the State highway system. The first round of workshops and [survey](#) for the Caltrans District 4 Bicycle Plan closed at the end of May. A second round of workshops is planned in the fall, including a North Bay workshop. Information about the plan is available online at <http://www.dot.ca.gov/d4/bikeplan/>.

**ADMINISTRATION OF ALTERNATIVE TRANSPORTATION FUNDING**

SCTA staff has submitted the adopted programs for Transportation Development Act, Article 3 and Transportation for Clean Air Fund, County Program Manager to the respective funding agencies, MTC and BAAQMD.

**PROGRAM MANAGEMENT**

- **Santa Rosa Car Share Pilot Program** –A proposed contract is before the Board this month for approval. The grant will provide operating and marketing subsidies to a car share operator for implementing new service to Santa Rosa.
- **Safe Routes to School** - SCTA staff has approved Sonoma County Bicycle Coalition’s work plan for the continuation of the Safe Routes to School Program in school year 17/18 under Measure M. Staff continues to work with the Department of Health Services and the Sonoma County Bicycle Coalition to develop an overall vision and work plan for the program funded through OBAG 2 beginning in school year 18/19.

- **Bike Share Grant** –Bike Share Capital Program grant application is before the Board for approval this month.

## **DATA MANAGEMENT AND FORECASTING**

Staff continues to work with local planning and public works staff to update the Sonoma County Travel Model and to provide training on use and application of the travel model. Current efforts are focused on wrapping up 2015 existing conditions summaries and developing 2040 forecasts that are consistent with local planning activities and the Regional Transportation Plan and Sustainable Communities Strategy.

Staff has provided data and analysis support to local jurisdictions to support project development and the preparation of grant proposal documents.

## **COORDINATION & OUTREACH**

### **Local Activities**

- SB 743 Coordination and Tracking – Generated online Vehicle Miles Traveled maps to support local implementation efforts associated with Senate Bill 743 and changing requirements to the analysis of transportation impacts in CEQA. Participated in Northern California workshops focused on SB 743 implementation and threshold setting.
- Planning Advisory Committee – The June meeting focused on Shift, SB 743 and the Sonoma County Travel Model Update.

### **Regional Coordination**

- MTC/ABAG committees: participation in Regional Advisory Working Group; Regional Equity Working Group; Regional Modeling Working Group; Transit Finance Working Group
- CMA Planning Directors – met in June

### **Policy Impacts:**

All activities are consistent with SCTA policy.

### **Staff Recommendation:**

Information only.

## Staff Report

**To:** SCTA Board of Directors  
**From:** James R. Cameron, Director of Projects and Programming  
**Item:** 4.3.1 – State Route 37 – Financial Opportunities Analysis, Delivery Options, Regional Measure 3 Legislation, Solano Transportation Authority (STA) Letters as lead agency.  
**Date:** July 10, 2017

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### **Issue:**

What are the conclusions from the financial consultant Project Finance Advisory Ltd (PFAL) on the viability of tolling State Route 37?

What is the Status of the SR 37 Transportation and Sea Level Rise Corridor Improvements (Corridor Plan and Design Alternative Analysis)?

How might the Metropolitan Transportation Commission (MTC) / Bay Area Toll Authority (BATA) help potentially deliver improvements to SR 37?

Shall the SCTA respond to the STA Lead Agency letter of June 7, 2017?

Shall the SCTA support a delivery model that includes SR 37 in the MTC Regional Measure 3 Legislation (AB 595, Beall) as the eighth toll bridge in the Bay Area?

### **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 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 two years about how local transportation authorities might play a role in advancing improvements in the corridor. The corridor is broken up into 3 segments. Segment A is from Hwy 101 to Hwy 121 with is 3.4 miles in Marin and 3.9 miles in Sonoma. Segment B is from Hwy 121 to Mare Island with 2.3 miles in Sonoma and 7 miles in Solano. Segment C is 4.4 miles entirely in Solano.

More detail is available on the SCTA web site at: <http://scta.ca.gov/projects/highway37/>

On October 12, 2015, the SCTA Board approved a memorandum of understanding 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). 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 and created the SR 37 Policy Committee on which Chair Rabbitt, Director Mackenzie and Directors Gorin serve representing the SCTA.

On March 14, 2016, the SCTA Board approved agreement 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 will present their findings. (See the attached presentation.)

At the SR 37 Policy Committee held on May 5, 2016, United Bridge Partners presented an unsolicited proposal addressing the section of highway between Highway 121 and Mare Island, but after two rounds of questions and answers with UBP they did not answer the questions with enough information to adequately evaluate their proposal. The unsolicited proposal has significant gaps in information, requires legislation, precludes a competitive process and includes significant risk to the County of Sonoma – including potentially owning 2.3 miles of Highway 37. The risks, challenges and unanswered questions of the UBP proposal make it necessary to remain open to other delivery methods.

On March 27, 2017, the SCTA Board approved amendments to SCTA 16014 to 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 scope of work is near \$1 million in consulting services, the bulk of the funding comes from MTC, and includes:

1. Corridor Plan from Hwy 101 to Hwy 80
  - i. Data Collection
  - ii. High level frame work
    1. Capacity Constraints
    2. Sea level rise, Storm Surge, Flooding
  - iii. Identify Priority Segments
2. Design Alternative Assessment of Priority Segment for near and long term projects
  - i. Definition and detailed analysis:
    1. Traffic operation
    2. Design
    3. Cost Estimates
    4. Environmental Screening

The Corridor Plan will be released at the September 7, 2017, SR 37 Policy Committee meeting. Caltrans has hired MIG as a communications consultant to carry out several public outreach components that will take place starting in September. On September 28<sup>th</sup>, from 6pm-8pm, at the Sonoma Veterans Memorial Hall (126 1st St W, Sonoma, CA 95476) there will be a Public Open House focusing on the Corridor Plan. The DAA will be released this winter followed by another public workshop, an online survey, focus groups and a telephone town hall.

On a separate track, MTC is working on Regional Measure 3 (AB 595, Beall). This legislation will grant MTC authority to place a bridge toll increase on the ballot in the Bay Area in 2018. There is an opportunity to include in the legislation an option for BATA to establish the bridge over Sonoma Creek as a future toll bridge. The proposed language in the bill would not commit to the BATA delivery model or require immediate tolling but would keep the option open and streamline future delivery if the BATA model is selected. Andrew Fremier from MTC/BATA will present on this alternate delivery method.

At the SR 37 Policy Committee held on May 4, 2017, Supervisor James Spring of Solano County and Chair of the Solano Transportation Authority (STA), announced STA plans to proceed as the lead agency for Segments B and C. At the May 10, 2017, STA Board meeting they acted to support this approach and transmitted letters to the other North Bay Counties indicating their desire (see attached letters along with STA Board item).

There are several next steps to advance improvements in the corridor once the DAA is completed. The first priority is to fund the environmental document for the long term solution. The SR 37 Policy Committee, with input from MTC and Caltrans, will evaluate and implement both near and long term solutions for traffic operations, sea level rise, storm surge and flooding.

**Policy Impacts:**

This action keeps delivery options open and does not commit the SCTA to any one solution for Highway 37 but will advance the option to have MTC/BATA serve as the lead for the project and as a primary funding partner.

**Fiscal Impacts:**

No addition financial commitment.

**Staff Recommendation:**

Staff recommends the following actions:

- The Board authorize the SCTA Chair to sign a response letter to Chair Spering at STA.
- The Board direct staff to continue to pursue all viable options to delivering Highway 37 improvements through the SR 37 Policy Committee including possible amendments to SB595 that would advance the concept of the bridge on Highway 37 over Sonoma Creek as potentially the Bay Area's eighth toll bridge.



# SR 37: AFFORDABILITY ANALYSIS & FINANCING OPTIONS



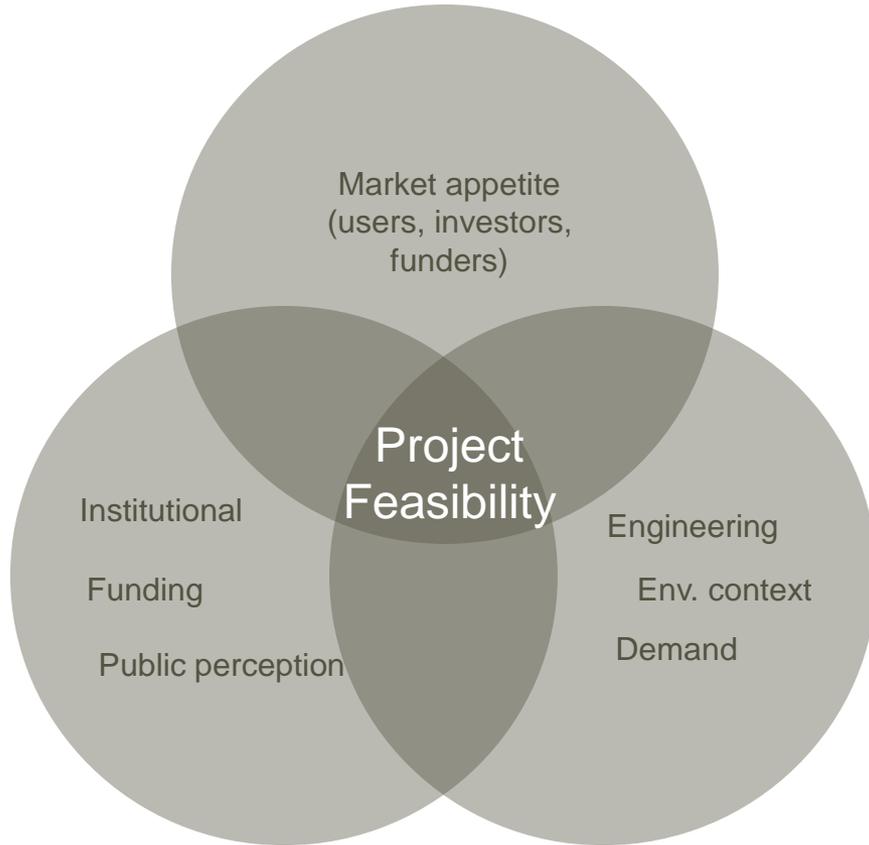
# AGENDA

1. Introduction
2. Affordability analysis
3. Next steps
4. Q&A

# PFAL ROLE & SCOPE

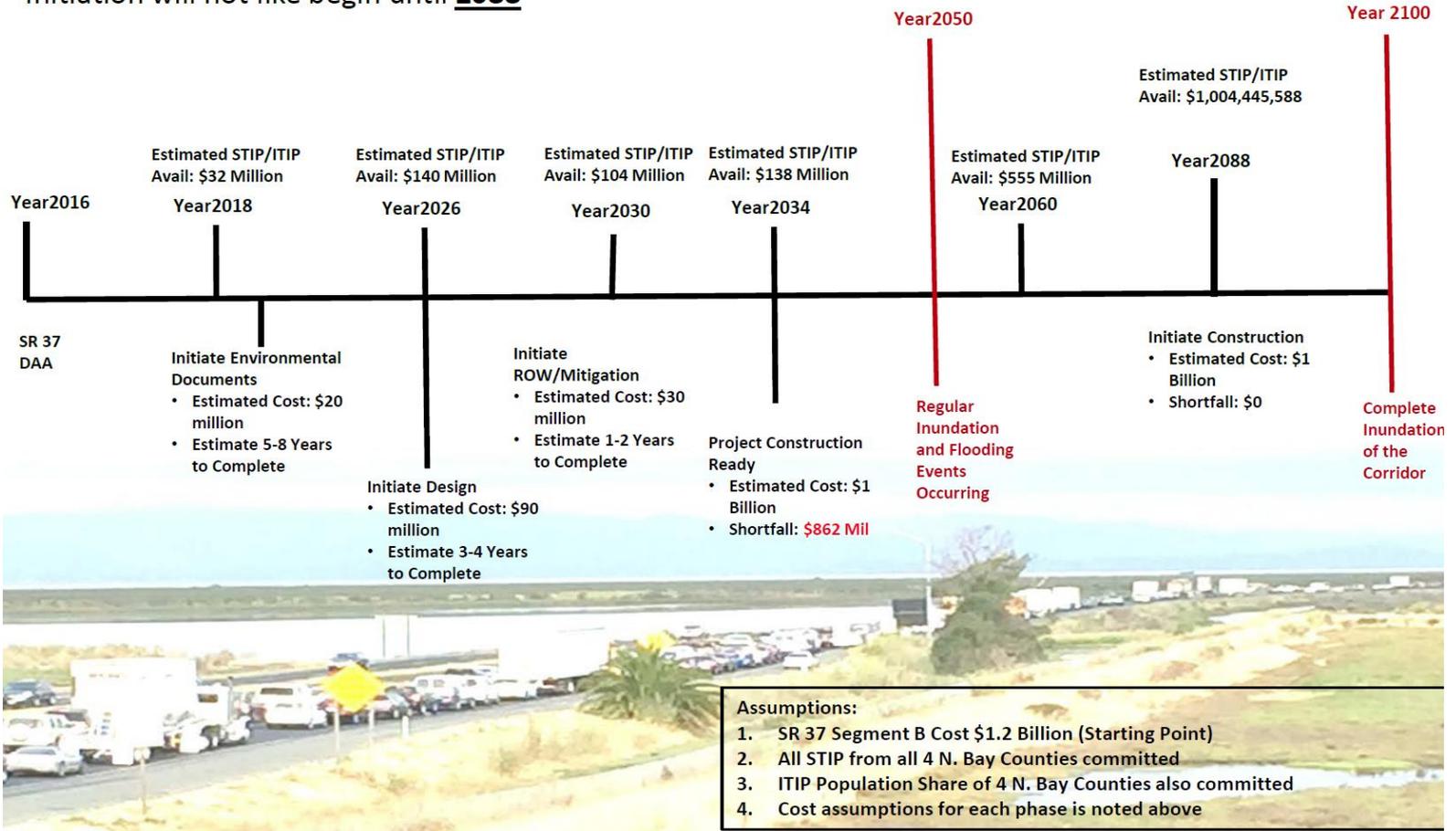
- Financial and policy resource expertise for the SR 37 Policy Committee and Transportation Authorities of Marin, Napa, Solano and Sonoma Counties
- Scope included:
  - Deriving lessons learned from case studies (6) for similar facilities
  - Creating a decision making roadmap for project delivery alternatives
    - Traditional design-bid-build
    - Public Private Partnership (P3)
    - Bay Area Toll Authority Model (public-public)
    - Privatization
  - Sampling investor and developer market interest and feedback for a new project of this size and type
  - Developing high-level revenue forecasts for different tolling concepts
  - Defining financial affordability thresholds to define a project “feasibility envelope”

# FEASIBILITY ENVELOPE



# RATIONALE

Traditional Public Finance Option Timeline:  
 Under Ideal Traditional Funding Circumstances, Construction  
 Initiation will not like begin until **2088**



# GETTING TO THIS POINT

## May 2016

- Education & Background

## Jul.-Aug. 2016

- Six Case Studies

## January 2017

- Key Revenue & Affordability Concepts

## March 2017

- Revenue & Affordability Analysis

## April 2017

- Industry/ Market Outreach & Feedback

## May 2017

- Summary Findings & Next Steps

# PROCESS OVERVIEW



# TOLLING CONCEPTS



“Toll Road”

**Three toll locations**

Toll charge per mile travelled

Segment	Toll
A	\$1.70
B	\$2.25
C	\$1.05
Total	\$5.00



“Toll Bridge”

**One toll location**

Toll charge per “crossing”

Segment	Toll
A	-
B	\$5.00
C	-
Total	\$5.00

# ALTERNATIVE TOLL REVENUE GENERATION SCENARIOS TESTED

Scenario	Toll Rate	Toll Option	Total Revenue
Four lanes tolled	\$5 ⇄	Toll Road (3 locations)	\$12.5 b
		Toll Bridge (1 location)	\$9.3 b
Two lanes tolled one direction	\$7 →	Toll Road (3 locations)	\$9.4 b
		Toll Bridge (1 location)	\$7.5 b
One reversible lane tolled	\$5 ⇄	Toll Bridge (1 location) AM – westbound PM - eastbound	\$0.3 b

\* Total revenue generated over 50 years of tolling. Toll rate escalated over this period.

Order-of-magnitude comparison, for illustrative purposes only.

e/w = each way; o/w = one way

# TOLL REVENUE CONCLUSIONS

## Tolling

### Necessary to Accelerate Project Delivery

- Tolling is required to fund a replacement project.
- There are scenarios that generate enough toll revenue to fund a major replacement project.

## Revenue Potential

### Preliminary Analysis Supports Business Case

- Toll revenue generated is \$300 million to \$12.5 billion over 50 years depending on tolling strategy (i.e. toll road vs. toll bridge), toll rates and number of tolled lanes.

## Tolling Two Lanes

### Necessary to Support Project Costs

- Tolling at least two lanes in one direction is necessary to fund a viable project.
- Tolling only one reversible lane (i.e. leaving at least one lane free in each direction) is insufficient to fund the lowest cost \$1 billion solution.

## Additional Cash

### Surplus Expected in the Long Term

- Potential for “additional cash” beyond initial investment scope, which could be used for other project improvements in the corridor.

## Traffic Diversion

### Next Phase of Study

- Further analysis required to assess the impact of increased traffic diversion to “free” alternatives, if a toll is imposed on the SR 37 facility.

## FINANCING THE PROJECT - NEXT STEPS

Q1: What financing strategy(ies) should we pursue?

The strategy will determine what project size we can afford using a combination of tolling and financing options.

# TECHNICAL ALTERNATIVES



## 1. Levee/Embankment

Segment	Construction Cost in 2030	Construction Cost in 2022
A	\$0.5 b	\$0.4 b
B	\$0.7 b	\$0.5 b
C	\$0.1 b	\$0.1 b
<b>Total</b>	<b>\$1.3 b</b>	<b>\$1.0 b</b>



## 2. Slab Bridge Causeway

Segment	Construction Cost in 2030	Construction Cost in 2022
A	\$1.3 b	\$1.0 b
B	\$2.2 b	\$1.7 b
C	\$0.3 b	\$0.3 b
<b>Total</b>	<b>\$3.8 b</b>	<b>\$3.0 b</b>



## 3. Box Girder Causeway

Segment	Construction Cost in 2030	Construction Cost in 2022
A	\$1.4 b	\$1.1 b
B	\$2.5 b	\$2.0 b
C	\$0.4 b	\$0.3 b
<b>Total</b>	<b>\$4.3 b</b>	<b>\$3.4 b</b>

Source: UC Davis Study, 2016

# DELIVERY OPTIONS

## 1. Traditional

- **Revenue:** non-tolled facility
- **Facility Ownership:** public
- **Contract:** traditional inter-agency agreements
- **Funding:** only public funds (local/state/fed grants)
- **Delivery Method:** Design-Bid-Build (DBB)

## 2. Public-private partnership (P3)

- **Revenue:** tolls, sales tax
- **Facility Ownership:** public
- **Contract:** long term lease with private partner (e.g. 30 to 50 years)
- **Funding:** mix of public funds (local/state/fed grants) and private funds (equity & debt)
- **Delivery Method:** Design-Build-Finance-Operate-Maintain (DBFOM), DBFM and DBF

## 3. Public-Public

- **Revenue:** tolls, sales tax
- **Facility Ownership:** public
- **Contract:** Cooperative Agreement e.g. Bay Area Toll Authority (BATA)
- **Funding:** publicly financed (e.g. revenue bonds), grants
- **Delivery Method:** DBB, DB

## 4. Privatization

- **Revenue:** tolls
- **Facility Ownership:** private
- **Contract:** Acquisition & Development Agreement
- **Funding:** 100% privately financed (equity & debt)
- **Delivery Method:** full private responsibility for asset

Goals/Objectives:  
Roles &  
Responsibilities

Determine  
“Best Value”  
approach via  
Value-for-  
Money  
Assessment

Industry/Market  
Feedback

# AFFORDABILITY CONCLUSIONS

## Minimum Toll Rate

- Toll Road: \$6 one-way or \$3 each-way funds \$1 billion solution for Segment A, B & C.
- Toll Bridge: \$4 one-way or \$ 2 each-way funds \$500 million solution for Segment B.

## Upper End Toll Rate

Comparable to other Bay Area toll facilities

- Toll Road: \$7 each-way funds \$2.6 billion project.
- Toll Bridge: \$7 each-way funds \$1.9 billion project.

## Responsibilities & Transfer of Risk

Opportunities to create efficiencies in delivery

- Identify acceptance and transfer of risk.
- Desire for risk transfer needs to be balanced with a potential to have a higher or lower investment return.

Note: affordability assessment includes funding design, construction, O&M, full lifecycle and financing costs for years 1-50

# DELIVERY - NEXT STEPS

Q1: What risks and responsibilities can the public sector transfer to the private sector?

Q2: How will the public sector fund the risks and responsibilities it chooses to retain?

Trade-off analysis (considering cost, availability of funding, level of control and revenue sharing potential) will determine which delivery method is most appropriate.

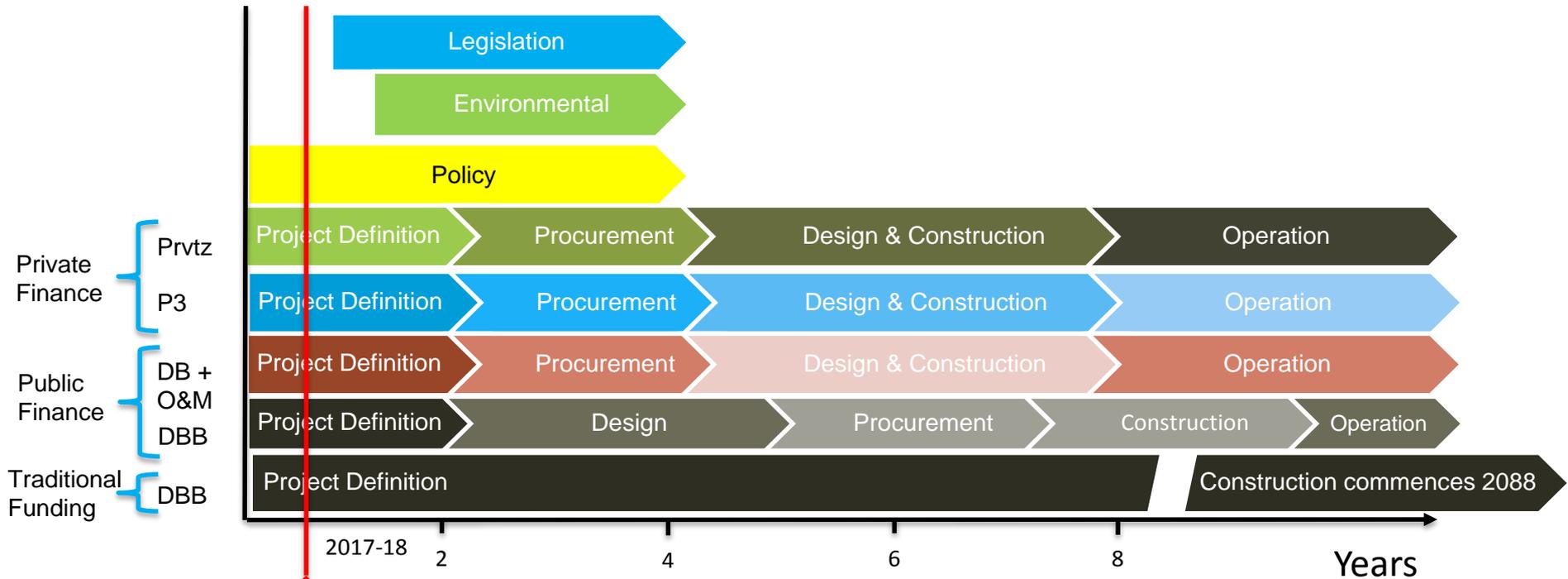
# RISK TRANSFER

Typical risk transfer and funding responsibility under alternative delivery methods. Trade-offs include availability of public funding, level of control and revenue sharing.

Delivery Option	Project Definition	Environmental	Design	Construction	Operations & Maintenance	Toll Revenue
Traditional (DBB)	Public					N/A
P3 (DBFOM)	Public	Private				Public or Private
Public (DBB or DB)	Public	Private*			Public	Public
Privatization	Private					Private

\* Private sector does not fund or finance but is compensated on a “pay-go” basis

# PROJECT DEVELOPMENT INDICATIVE TIMELINES



Delivery models: Prvtz = Privatization, P3 = Public Private Partnership Design-Build-Finance-Operate-Maintain, DB = Design Build, O&M = Operate & Maintain, DBB = Design Bid Build

Private finance means private debt/equity e.g. developer/infrastructure funds, bank debt, private placement, PABs;

Public finance means municipal/federal debt e.g. revenue bonds, TIFIA loan;

Traditional funding means the highway is not tolled e.g. federal/state/local funding such as STIP/ITIP;

# Q&A

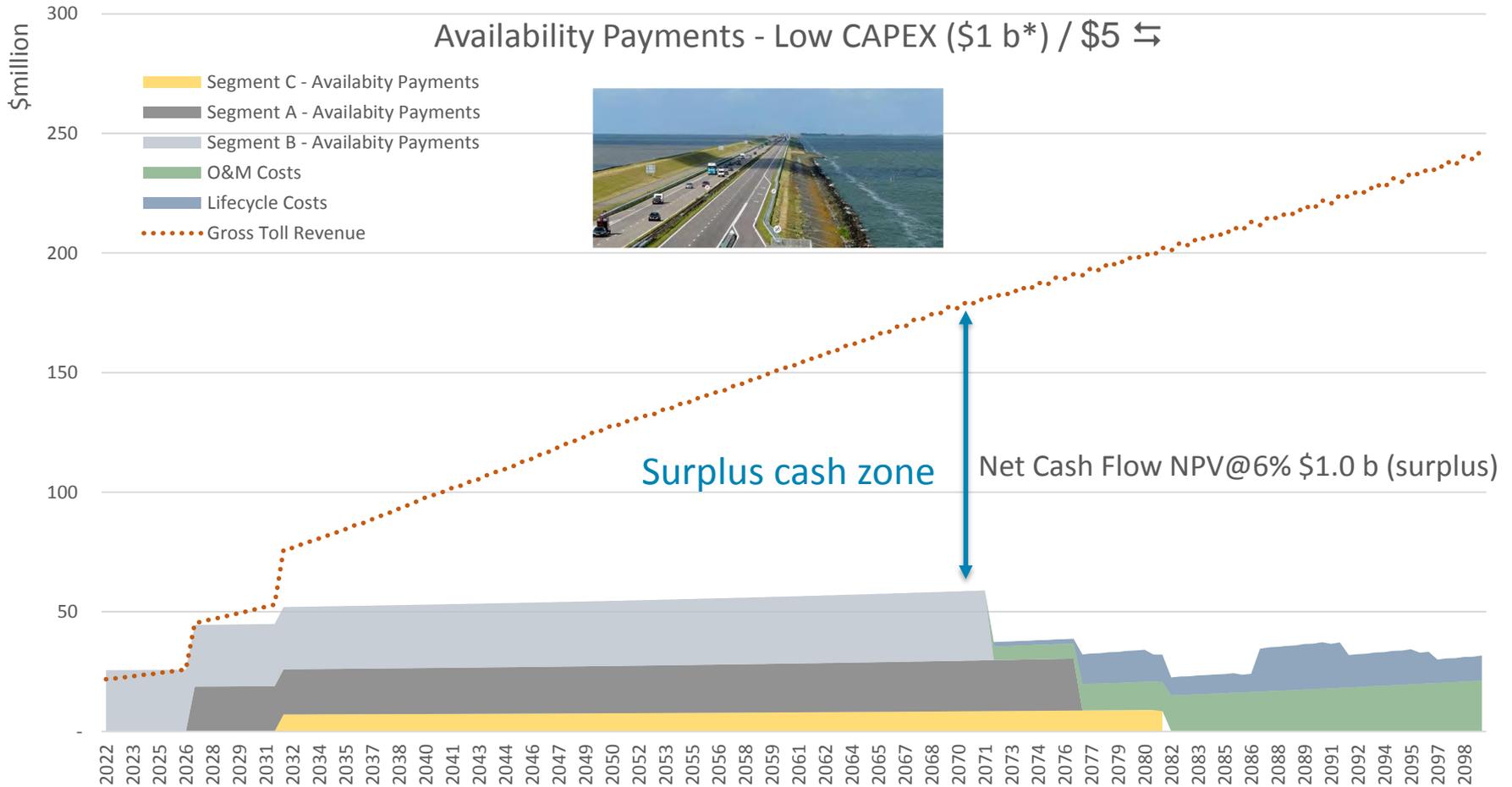
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# CASE STUDY: KEY DATA POINTS

Theme	SBX	US-36	Presidio	I-4	S. Norfolk*	G. Bush
<b>Project Size</b>	• \$635 million	• \$497 million	• \$1.1 billion	• \$2.9 billion	• \$142 million	• \$1.2 billion
<b>Project Delivery Performance</b>	• 12 year delay	• On-time	• On-time	• Under construction	• 9 months after planned	• On-time
<b>Toll Rate Setting Control</b>	• Private sector sets toll up to 18.5% cap on equity return	• Private sector sets dynamic toll to achieve specified service requirement	• No tolls	• Public sector sets dynamic toll to achieve specific service level	• Private sector set toll rates with no defined limit	• Public sector
<b>Revenue Control</b>	• Shared with public sector beyond a defined limit	• Shared with public sector beyond a defined limit	• Not applicable	• Public sector	• Private sector	• Public sector
<b>Established Traffic History</b>	• No • Greenfield	• Yes • Expansion	• Yes • Replacement	• Yes • Expansion	• Yes • Replacement	• No • Greenfield
<b>Competitive Procurement Process</b>	• Partial (RFQ only)	• Yes	• Yes	• Yes	• No	• No
<b>Environmental Approval Process Responsibility</b>	• Private sector, initiated post award	• Public sector, substantially completed prior to procurement	• Public sector	• Public sector	• Private sector	• Public sector

\*Note: some facts have been disputed by UBP

# P3: FULLY FUNDED PROGRAM



\* Construction costs from the UC Davis Study, 2016.  
NPV means Net Present Value.



DATE: May 1, 2017  
TO: STA Board  
FROM: Daryl K. Halls, Executive Director  
RE: Authorization to Serve as Lead Agency for Delivery of State Route 37 (SR 37)  
Corridor Segments B and C

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**Background:**

Recognizing current and future congestion and sea level rise challenges facing the SR 37, Napa, Marin, Solano and Sonoma County Transportation Authorities have agreed to partner in planning near term and long term solutions for the corridor. In December 2015, a Memorandum of Understanding (MOU) was signed by all four North Bay County Transportation Authorities and the four county transportation authorities have been meeting for the past 16 months to begin identifying options for funding improvements to SR 37 and to determine initial phased improvements. In 2016, the SR 37 Corridor MOU, called the SR 37 Policy Committee, made progress in three specific areas.

First, the SR 37 Policy Committee now serves as the forum for discussion of the SR 37. This has been particularly beneficial during the recent winter storms during the month of January 2017 when portions of Segment A in Marin County and the off ramp at Mare Island in Segment in C were closed on several occasions due to a combination of heavy rains and King Tides. Attachment A denotes the three segments. Caltrans has regularly updated the Policy Committee on the status of flood protection efforts which resulted in an \$8 million repair project in Segment A in Marin County.

Second, the SR 37 Policy Committee formally requested the Metropolitan Transportation Commission (MTC) assist in providing funding for a Project Initiation Document (PID) equivalent, and was successful. Funding from MTC and the four transportation authorities has enable the initiation of a SR 37 Corridor Study that will identify necessary improvements to the entire SR 37 Corridor and an initial set of projects to be initiated by the appropriate project sponsors. Subsequently, Caltrans stepped up to fund the public outreach component for this Corridor Study. This Study is scheduled to conclude by the end of 2017 with initial recommendations expected in September 2017.

Finally, the four county transportation authorities funded a consultant study to assess the potential options for funding improvements to the corridor that looked preliminarily at the potential for public private partnerships, public financing, and facility tolling. This analysis concluded that if facility tolling is implemented that some combination of public, public/private or private financing would generate enough revenue to fund a viable first phase of project improvements for SR 37.

Concurrently, all four North County Transportation Authorities have submitted the SR 37 as a new priority project as part of the new Regional Transportation Plan, called Plan Bay Area.

**Discussion:**

SR 37 is 21 miles in length from Hwy 101 in Marin to I-80 in Solano. It has been divided into three Segments, Segment A which is located in Marin and Sonoma Counties, Segment B which is located in Solano and Sonoma Counties, and Segment C which is located in Solano County. Most of the immediate traffic problems occur in Segment B which is the two lanes Segment, while Segments A and C have four to six lanes (2/4 in each direction). All three Segments are projected to be impacted by future sea level rise and are vulnerable to near-term flooding.

The primary focus of the SR 37 Corridor Study is Segment B, from SR 37/SR 121 intersection in Sonoma County to the Mare Island Interchange in Solano County. The majority of Segment B is located in Solano County (approximately 70% of the corridor between Mare Island and SR 121 is within Solano County). In addition, early traffic analysis indicated that nearly 70% of the Average Annual Daily Traffic originates from Solano County. Segment C is located within Solano County and the majority of this Segment was elevated and widened to four lanes by Caltrans and STA back in 2005. A priority for this Segment is access improvements and flood protection at the Mare Island Interchange and access improvements at Fairgrounds Drive near Six Flags.

A critical next step once the Corridor Study is completed will be to begin advancing the project. This will require the designation of a lead agency that would be responsible for working with Caltrans, the Bay Area Toll Authority (BATA), and the SR 37 Policy Committee to advance the initial set of projects on SR 37 that will be identified in the SR 37 Corridor Study. Designation of a lead agency for the project will also enable more meaningful consideration on various options for financing the first set of SR 37 Corridor projects. This would include discussions with BATA, Caltrans, CalSTA, and potential private sector partners.

Based on recent discussions with Solano County's three representatives on the SR 37 Policy Committee, STA staff is recommending the STA Board authorize the STA to serve as the lead agency for Segments B and C of the SR 37 Corridor. The past ten years, STA staff has developed extensive experience in the various phases of project delivery. This has included completing nine environmental documents, 10 design documents, right of way activities for seven projects, and managed six construction projects. Equally important, the STA Board has exhibited the political leadership to provide policy direction and take action in support of these efforts.

STA project delivery staff has outlined the next steps necessary to transition from the Corridor Study to delivering the project. An important task will be to identify funding for the environmental phase of SR 37 project improvements.

**Fiscal Impact:**

None at this time.

**Recommendation:**

Authorize the STA to serve as the lead agency for Segments B and C of the SR 37 Corridor.

Attachment:

- A. SR 37 Fact Sheet

# State Route 37



## Corridor Description

SR 37 follows 21 miles along the northern shore of San Pablo Bay linking US 101 in Novato, Marin County with Interstate 80 (I-80) in Vallejo, Solano County. It serves as a vital connection between Marin, Sonoma, Solano and Contra Costa and the Central Valley. It is the northernmost non-mountainous east-west link between US 101 and I-5 (via I-80 and I-505) in the State.

## Congestion and Traffic Forecasting

Growing housing demand in the North Bay counties has produced a housing market that a high percentage of household cannot afford. Consequently, many have to live far away from their jobs. This jobs/housing imbalance is one cause of congestion Bay Area wide, and specifically for SR 37. Average Annual Daily Trips are projected to increase from 45,000 in 2013 to 58,000 by 2040.

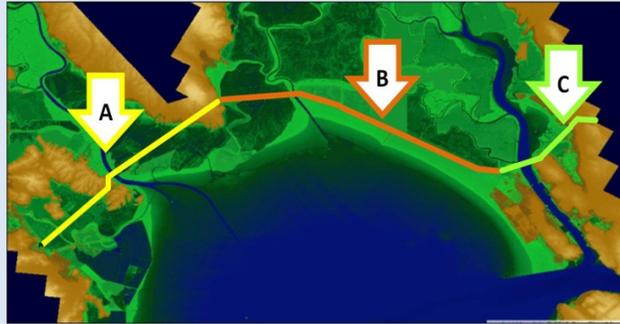
## Sea Level Rise

SR 37 is protected by a complex system of interconnected levee which makes the corridor vulnerable to Sea Level Rise inundation and flooding now and in future.

## SR 37 Policy Committee

In December 1, 2015, the Congestion Management Agencies (CMA) of Marin, Napa, Solano and Sonoma Counties have agreed to form the Policy Committee through a Memorandum of Understanding (MOU) to develop an expedited funding, financing and project implementation strategy for the reconstruction of SR 37 to withstand rising seas and storm surges while improving mobility and safety along the route.

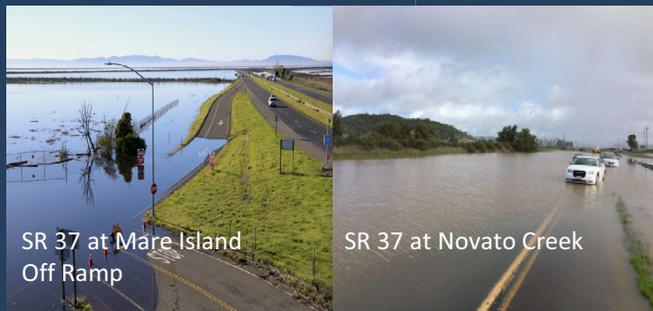
The SR 37 Policy Committee membership include 3 elected officials from Marin, Napa, Solano and Sonoma Counties.



Source: UC Davis/Caltrans SR 37 Sea Level Rise Analysis

SEG	2013 VOLUMES		2040 FORECASTS	
	2013 AADT		2040 AADT	
	EB	WB	EB	WB
A	20,300	20,100	34,650	37,500
B	20,350	19,100	35,800	34,500
C	49,200	45,200	56,000	58,200

Source: Caltrans SR 37 TCR (2015)

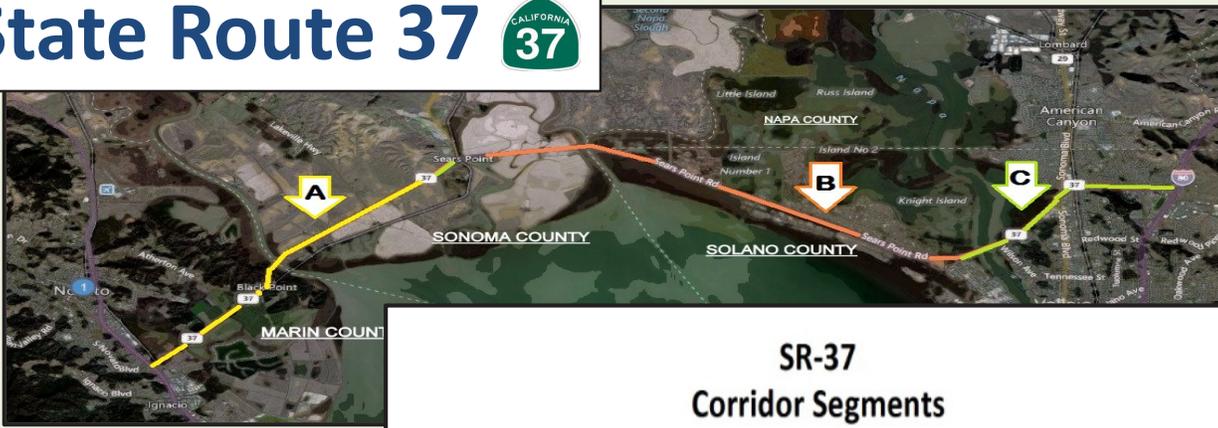


January and February 2017 Corridor Closure

For more information please contact:  
 Robert Guerrero  
 STA Senior Project Manager  
 707.399.3211  
[rguerrero@sta.ca.gov](mailto:rguerrero@sta.ca.gov)



# State Route 37



## SR-37 Corridor Segments

- Segment A** — US 101 (NOVATO) IN MARIN COUNTY TO SR 121 (SEARS POINT) IN SONOMA COUNTY
- Segment B** — SR 121 (SEARS PT.) IN SONOMA COUNTY TO MARE ISLAND (VALLEJO) IN SOLANO COUNTY
- Segment C** — MARE ISLAND (VALLEJO) TO I-80 INTERCHANGE IN SOLANO COUNTY

## Corridor Characteristics

SEGMENT	A	B	C	COMMENTS
LANE MILES	7.1	9.3	4.4	
GENERAL PURPOSE LANES	4-E	2-C	4-F	(E=EXPRESSWAY, C=CONVENTIONAL HIGHWAY, F=FREEWAY)
NATIONAL HIGHWAY SYSTEM	YES	YES	YES	
STAA TRUCK RTE	YES	YES	YES	
POSTED SPEED LIMIT	65 mph	55 mph	65 mph	
IMPACTED BY SEA LEVEL RISE	YES	YES	YES	

Source: Caltrans SR 37 TCR

## Toll Revenue Consideration

Even under optimal traditional transportation funding circumstances, **construction initiation will not likely begin until 2088**. Therefore, the SR 37 Policy Committee agreed to consider non traditional financing options such as a toll road or toll Bridge.

The recent **SR 37 Affordability Analysis** developed by Project Financial Advisory Limited (PFAL) estimated a potential toll revenue range of **\$4.6 Billion to \$16.9 Billion** based on several scenarios considered.



Toll Road Option



Toll Bridge Option

June 7, 2017

Page 1 of 2

Supervisor David Rabbitt  
**Sonoma County Board of Supervisors, 2<sup>nd</sup> District**  
Chair, Sonoma County Transportation Authority  
Chair, SR 37 Policy Advisory Committee (PAC)

Supervisor Susan Gorin  
**Sonoma County Board of Supervisors, 1st District**  
Member, SR 37 Policy Advisory Committee (PAC)

Mayor Jake Mackenzie  
**City of Rohnert Park**  
Chair, Metropolitan Transportation Commission  
Member, SR 37 Policy Advisory Committee (PAC)

**RE: 1. STA Taking on Lead Agency for SR 37 Corridor Segments B and C**  
**2. Partnership with STA for Delivery of Improvements to Segments B and C of SR 37 Corridor**

Dear Supervisor Rabbitt, Supervisor Gorin, and Mayor Mackenzie:

I am writing to follow up with you, as the Sonoma County members of the SR 37 Policy Advisory Committee, to report that on May 10, 2017, the Solano Transportation Authority (STA) Board unanimously supported a recommendation from City of Vallejo Mayor Bob Sampayan, and myself, for STA to take responsibility for serving as lead agency for the delivery of Segments B and C of the SR 37 Corridor. STA would like to invite the Sonoma County Transportation Authority (SCTA) to partner with us in the project delivery and development of a funding strategy for segment B which is located in both Solano and Sonoma Counties and Segment C which is located within Solano County.

The past year, STA has worked in partnership through the SR 37 Corridor Memorandum of Understanding (MOU) with SCTA, the Transportation Authority of Marin (TAM) and the Napa Valley Transportation Authority (NVTA) to conduct an initial financial assessment of the SR 37 Corridor and to fund a SR 37 Corridor Study with assistance from the Metropolitan Transportation Commission (MTC). STA is ready to start the work necessary to advance the initial project into the various stages of project development (environmental, design, etc.), to pursue both initial funding to initiate the environment process for the first phase of corridor improvements to Segments B and C of SR 37, and to examine in more detail potential financing options in order to determine a preferred strategy for financing these initial set of SR 37 corridor improvements.

STA remains committed to the continuation of our proactive participation in the SR 37 Corridor MOU group at both the policy and staff level and we look forward to reviewing and discussing the results and recommendations from the SR 37 Corridor Study with initial recommendations scheduled to be ready by September of this year. At the same time, our STA Board is of the opinion that the longer we wait, the longer it will take to deliver the initial set of SR 37 projects.

STA Ltr. dated June 7, 2017 re. STA Taking on Lead Agency & Partnership with STA for  
Delivery Improvements for SR 37 Corridor Segments B/C

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With the recent flooding episodes that closed segments of SR 37 on multiple occasions this year in Marin County and in the City of Vallejo and recent data that identifies drivers on SR 37 are now regularly experiencing trips with 80 minutes of delay in the eastbound direction (100 minutes versus 20 minutes during free flow) and 25 minutes of delay in the westbound direction (45 minutes versus 20 minutes of free flow), the time to begin advancing improvements is now.

Segment B, specifically, has a combination of capacity, design, sea level rise vulnerability, flooding, and environmental issues and constraints. Advancing improvements for SR 37 from concept to reality will be arduous and challenging. STA policymakers and staff would like to begin working with SCTA policymakers and staff so that we can transition from discussion to project implementation. We plan to begin coordinating and communicating with the Bay Area Toll Authority (BATA), Caltrans, private investments groups, and other potential financial and project delivery partners.

Similar to SCTA, STA has extensive experience in delivery of large capital projects. Since 2005, STA has delivered 9 environmental documents, completed 10 design documents, successfully completed 7 project related right of way activities totaling over 90 properties, and managed 6 construction projects. This has included partnering with Napa Valley Transportation Authority (NVTa) and Caltrans to design, fund and construct the award winning SR 12 Jameson Canyon Widening Project and our current partnership with the Bay Area Toll Authority (BATA) and Caltrans to environmentally clear and design 18 miles of the I-80 Express Lanes.

Having our two agencies work together to deliver improvements to Segments B and C will help ensure that local needs and issues are addressed as part of the environmental and design phases of the project which is particularly important for both Solano and Sonoma counties as improvements to the SR 37/SR 121 Intersection and SR 37 Mare Island Interchange are intended to be included as part of the initial phases of SR 37 Corridor improvements.

We look forward to discussing the delivery and financing of improvements to the SR 37 Corridor with you and your Sonoma County colleagues. Please give me call at (707) 784-6136, if you have any questions regarding this invitation to partner with the STA in support of SR 37.

Sincerely,



James P. Spering, Chair  
Solano Transportation Authority  
3<sup>rd</sup> District Supervisor, Solano County Board of Supervisors

Cc: Supervisor Erin Hannigan, 1st Supervisorial District and Vice-Chair, SR 37 PAC  
Mayor Bob Sampayan, City of Vallejo and Member of SR 37 PAC  
Suzanne Smith, Executive Director, SCTA



Solano Transportation Authority

... working for you!

SOLANO TRANSPORTATION AUTHORITY

Member Agencies:

Benicia • Dixon • Fairfield • Rio Vista • Suisun City • Vacaville • Vallejo • Solano County

One Harbor Center, Ste. 130, Suisun City, CA 94585-2473 • Phone (707) 424-6075 / Fax (707) 424-6074  
Email: info@sta.ca.gov • Website: sta.ca.gov

June 8, 2017



Page 1 of 2

Supervisor Damon Connolly  
**Marin County Board of Supervisors, 1st District**  
Board Member, Metropolitan Transportation Commission  
Member, SR 37 Policy Advisory Committee (PAC)

RECEIVED

JUN 12 2017

Supervisor Judy Arnold  
**Marin County Board of Supervisors, 5th District**  
Member, SR 37 Policy Advisory Committee (PAC)

Transportation Authority of Marin

Vice Mayor Stephanie Moulton  
**City of Mill Valley**  
Member, SR 37 Policy Advisory Committee (PAC)

- RE:**
- 1. STA Taking on Lead Agency for SR 37 Corridor Segments B and C**
  - 2. Continued Partnership in SR 37 Memorandum of Understanding (MOU)**

Dear Supervisor Connolly, Supervisor Arnold, and Vice Mayor Moulton:

I am writing to follow up with you, as the Marin County members of the SR 37 Policy Advisory Committee, to report that on May 10, 2017, the Solano Transportation Authority (STA) Board unanimously supported a recommendation from City of Vallejo Mayor Bob Sampayan and myself for STA to take responsibility for serving as lead agency for the delivery of Segments B and C of the SR 37 Corridor. STA would also like to convey that we remain committed to continuing to partner with the Transportation of Marin (TAM) and the transportation authorities of Napa and Sonoma through the SR 37 Memorandum of Understanding (MOU) at both the policy and staff level.

The past year, STA has worked in partnership through the SR 37 Corridor Memorandum of Understanding (MOU) with TAM, the Napa Valley Transportation Authority (NVTA), and the Sonoma County Transportation Authority (SCTA) to conduct an initial financial assessment of the SR 37 Corridor and to fund a SR 37 Corridor Study with assistance from the Metropolitan Transportation Commission (MTC). We look forward to reviewing and discussing the results and recommendations from the SR 37 Corridor Study with initial recommendations scheduled to be ready for review by September of this year.

STA is ready to start the work necessary to advance the initial project into the various stages of project development (environmental, design, etc.), to pursue initial funding to initiate the environment process for the first phase of corridor improvements to Segments B and C of SR 37, and to examine in more detail potential financing options in order to determine a preferred strategy for financing these initial set of SR 37 corridor improvements. We are supportive of TAM's efforts to also advance efforts for segment A of the SR 37 corridor.

STA Ltr. To TAM dated June 8, 2017 re. STA Taking on Lead Agency & Partnership with  
STA for Delivery Improvements for SR 37 Corridor Segments B/C

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At the same time, our STA Board is of the opinion that the longer we wait, the longer it will take to deliver the initial set of SR 37 projects. With the recent flooding episodes that closed segments of SR 37 on multiple occasions this year in Marin County and in the City of Vallejo and recent data that identifies drivers on SR 37 are now regularly experiencing trips with 80 minutes of delay in the eastbound direction (100 minutes versus 20 minutes during free flow) and 25 minutes of delay in the westbound direction (45 minutes versus 20 minutes of free flow), the time to begin advancing improvements is now.

Segment B, specifically, has a combination of capacity, design, sea level rise vulnerability, flooding, and environmental issues and constraints. Advancing improvements for SR 37 from concept to reality will be arduous and challenging. STA policymakers and staff would like to transition from discussion to project implementation. We plan to begin coordinating in more detail with SCTA in order to determine the specifics of improvements to segments B that are located in Solano and Sonoma counties, will continue to coordinate with the NVTa which is adjacent to segment C and to begin communicating with the Bay Area Toll Authority (BATA), Caltrans, private investments groups, and other potential financial and project delivery partners.

We look forward to discussing the delivery and financing of improvements to the SR 37 Corridor with you and your Marin County colleagues. Please give me call at (707) 784-6136, if you have any questions.

Sincerely,



James P. Spering, Chair  
Solano Transportation Authority  
3<sup>rd</sup> District Supervisor, Solano County Board of Supervisors

Cc: Supervisor Erin Hannigan, 1st Supervisorial District and Vice-Chair, SR 37 PAC  
Mayor Bob Sampayan, City of Vallejo and Member of SR 37 PAC  
Dianne Steinhauser, Executive Director, TAM

June 8, 2017

Page 1 of 3

Supervisor Alfredo Pedroza  
**Napa County Board of Supervisors, 4th District**  
Board Member, Metropolitan Transportation Commission  
Member, SR 37 Policy Advisory Committee (PAC)

Supervisor Belia Ramos  
**Napa County Board of Supervisors, 5th District**  
Member, SR 37 Policy Advisory Committee (PAC)

Mayor Leon Garcia  
**City of American Canyon**  
Member, SR 37 Policy Advisory Committee (PAC)

**RE: 1. STA Taking on Lead Agency for SR 37 Corridor Segments B and C**  
**2. Partnership with STA for Delivery of Improvements to Segments B and C of SR 37 Corridor**

Dear Supervisor Pedroza, Supervisor Ramos, and Mayor Garcia:

I am writing to follow up with you, as the Napa County members of the SR 37 Policy Advisory Committee, to report that on May 10, 2017, the Solano Transportation Authority (STA) Board unanimously supported a recommendation from City of Vallejo Mayor Bob Sampayan and myself for STA to take responsibility for serving as lead agency for the delivery of Segments B and C of the SR 37 Corridor. STA would like to invite the Napa Valley Transportation Authority (NVTa) to continue to partner with us in the delivery of initial SR 37 project improvements and in the development of a funding strategy for segment B which is located in both Solano and Sonoma Counties and Segment C which is located within Solano County in recognition of the close proximity of Napa County to SR 37.

The past year, STA has worked in partnership through the SR 37 Corridor Memorandum of Understanding (MOU) with NVTa, the Sonoma County Transportation Authority (SCTA), and the Transportation Authority of Marin (TAM) to conduct an initial financial assessment of the SR 37 Corridor and to fund a SR 37 Corridor Study with assistance from the Metropolitan Transportation Commission (MTC). STA is ready to start the work necessary to advance the initial project into the various stages of project development (environmental, design, etc.), to pursue initial funding to initiate the environment process for the first phase of corridor improvements to Segments B and C of SR 37, and to examine in more detail potential financing options in order to determine a preferred strategy for financing these initial set of SR 37 corridor improvements.

STA remains committed to the continuation of our proactive participation in the SR 37 Corridor MOU group at both the policy and staff level and we look forward to reviewing and discussing the results and recommendations from the SR 37 Corridor Study with initial recommendations

STA Ltr. To NVTA dated June 8, 2017 re. STA Taking on Lead Agency & Partnership with STA  
for Delivery Improvements for SR 37 Corridor Segments B/C

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scheduled to be ready by September of this year. At the same time, our STA Board is of the opinion that the longer we wait, the longer it will take to deliver the initial set of SR 37 projects. With the recent flooding episodes that closed segments of SR 37 on multiple occasions this year in Marin County and in the City of Vallejo and recent data that identifies drivers on SR 37 are now regularly experiencing trips with 80 minutes of delay in the eastbound direction (100 minutes versus 20 minutes during free flow) and 25 minutes of delay in the westbound direction (45 minutes versus 20 minutes of free flow), the time to begin advancing improvements is now.

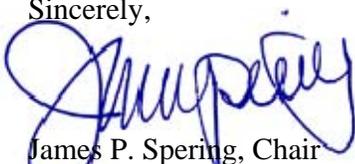
Segment B, specifically, has a combination of capacity, design, sea level rise vulnerability, flooding, and environmental issues and constraints. Advancing improvements for SR 37 from concept to reality will be arduous and challenging. STA policymakers and staff would like to transition from discussion to project implementation. We plan to begin coordinating in more detail with the Sonoma County Transportation Authority (SCTA) in order to determine the specifics of improvements to segments B that are located in Solano and Sonoma counties and to begin communicating with the Bay Area Toll Authority (BATA), Caltrans, private investments groups, and other potential financial and project delivery partners.

In recent years, STA has obtained extensive experience in delivery of large capital projects. Since 2005, STA has delivered 9 environmental documents, completed 10 design documents, successfully completed 7 project related right of way activities totaling over 90 properties, and managed 6 construction projects. This has included our award winning partnership with Napa Valley Transportation Authority (NVTA) and Caltrans to design, fund and construct the picturesque SR 12 Jameson Canyon Widening Project and our current partnership with the Bay Area Toll Authority (BATA) and Caltrans to environmentally clear and design 18 miles of the I-80 Express Lanes.

We have scheduled meeting with you and your staff in the forthcoming months to discuss issues pertaining to SR 37 segments B and C. Having our two agencies continue to work together to deliver improvements to Segments B and C will help ensure that local needs and issues are addressed as part of the environmental and design phases of the project. We would also be interested in coordinating with NVTA's Vine Transit and Solano County Transit (SolTrans), of which STA is a member, to plan for future transit service along this congested corridor. In recent years, STA and NVTA have successfully partnered to fund the Vine 21 transit service that provides transit service, with growing ridership, between the City of Napa and the cities of Fairfield and Suisun City and the Solano Napa Commuter Information (SNCI) program that provides rideshare services for employers and employees from both Napa and Solano Counties.

We look forward to discussing the delivery and financing of improvements to the SR 37 Corridor with you and your Napa County colleagues. Please give me call at (707) 784-6136, if you have any questions regarding this invitation to partner with the STA in support of SR 37.

Sincerely,



James P. Spering, Chair  
Solano Transportation Authority  
3<sup>rd</sup> District Supervisor, Solano County Board of Supervisors

STA Ltr. To NVTA dated June 8, 2017 re. STA Taking on Lead Agency & Partnership with STA  
for Delivery Improvements for SR 37 Corridor Segments B/C

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Cc: Supervisor Erin Hannigan, 1st Supervisorial District and Vice-Chair, SR 37 PAC  
Mayor Bob Sampayan, City of Vallejo and Member of SR 37 PAC  
Kate Miller, Executive Director, NVTA

## Staff Report

**To:** Sonoma County Transportation Authority  
**From:** Dana Turrey, Transportation Planner  
**Item:** 4.3.2 - Santa Rosa Car Share Pilot Program, Contract for Services  
**Date:** July 10, 2017

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### Issue:

Shall the Board authorize the Executive Director to negotiate final terms for and execute the attached draft agreement with Zipcar for services related to the Santa Rosa Car Share Pilot Program?

### Background:

SCTA was awarded \$170,130 in Congestion Mitigation and Air Quality (CMAQ) funds from the Metropolitan Transportation Commission's (MTC) Climate Initiatives Program to implement a pilot car share program in Santa Rosa. On January 8, 2015, the Board authorized SCTA staff to obligate the grant funds for the Santa Rosa Car Share Pilot Program. The grant will provide operating and marketing subsidies for a new car share service in Santa Rosa and funding for program administration. If successful in Santa Rosa, the program may continue and expand without subsidies.

Car sharing allows members to rent cars by the hour, for as short a time as 30 minutes up to a full weekend, and is primarily used for short distance trips. Car sharing can save families and individuals hundreds of dollars every month in car payments, insurance, gas, registration and repairs by enabling members to avoid owning a personal vehicle or additional vehicles. Car sharing can encourage individuals to choose alternative commute options by providing short-term car rentals near work or school for shorter trips such as errands and business meetings.

SCTA completed a draft Car Share Feasibility Study, a Site Assessment and Request for Proposals for the Santa Rosa Pilot Program through the Shift Sonoma County project. These efforts helped inform priority locations for initial car share service as well as procurement needs.

Zipcar was selected by an evaluation panel made up of SCTA and City of Santa Rosa staff after interviewing on May 16, 2017. The standard agreement and proposed work scope and budget are provided as attachments to this staff report. The agreement provides up to \$144,640 in operating and marketing subsidies, including free memberships, to Zipcar. SCTA will utilize up to \$25,490 from the grant for program administration.

The proposed initial locations for the car share program are at the Railroad Square SMART Station in City-owned Lot D at 9<sup>th</sup> Street and in the downtown area in City-owned Lot 10 at 730 5<sup>th</sup> Street. Zipcar will enter into a separate agreement with the City of Santa Rosa for the reserved parking spaces and will identify the exact parking stalls through that process.

The attached agreement allows for an evaluation of the program utilization after the initial year prior to renewing the contract. Zipcar will provide membership and usage data to SCTA and will work with SCTA on a marketing and outreach strategy.

Staff is coordinating with Caltrans on approval of the proposed agreement and a public interest finding allowing a non-competitive consultant selection, which is required when fewer than three bids are received.

**Policy Impacts:**

Car sharing reduces the need for vehicle ownership and reliance on single-occupancy vehicle travel, thereby reducing vehicle miles traveled and GHG emissions. Implementing the Santa Rosa Car Share Pilot Program supports the Comprehensive Transportation Plan goal to reduce greenhouse gas emissions through a reduction in vehicle miles travel.

**Fiscal Impacts:**

The total MTC grant is \$170,130. Of this, up to \$144,640 will go toward marketing and operating subsidies and \$25,490 is set aside for SCTA staff time for program administration.

**Staff Recommendation:**

SCTA staff requests that the Board authorize staff to negotiate and for the Executive Director to execute proposed Agreement SCTA18007 with Zipcar to implement the Santa Rosa Car Share Pilot Program, in substantially similar form as provided for in the attachment, subject to final review and approval by Caltrans and legal counsel.

**Attachment:**

Proposed Agreement SCTA18007

## Agreement for Santa Rosa Car Share Pilot Program

### AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of \_\_\_\_\_, 2017 ("Effective Date") is by and between the Sonoma County Transportation Authority (hereinafter "SCTA"), and Zipcar, Inc. (hereinafter "Contractor").

### R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified car share operator, experienced in the operations of car share systems, including retail, repair, rental, marketing, customer service, and related services; and

WHEREAS, SCTA has received a Congestion Mitigation Air Quality (CMAQ) Grant through the Metropolitan Transportation Commission's Climate Initiatives Program (MTC Resolution No. 4035, Revised, hereinafter referred to as the "Grant Agreement"), attached hereto as Exhibit "E", the Santa Rosa Car Share Pilot Program, to establish a car sharing program of up to nine vehicles in up to four areas of Santa Rosa; and

WHEREAS, in the judgment of the SCTA, it is necessary and desirable to employ the services of Contractor for providing all aspects of car sharing operations through the Santa Rosa Car Share Pilot Program.

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

### A G R E E M E N T

#### 1. Scope of Services.

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

1.2 Cooperation With SCTA. Contractor shall cooperate with SCTA and SCTA staff in the performance of all work hereunder.

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

#### 1.4 Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time SCTA, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from SCTA.
- b. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

1.5 Compliance With Grant Agreement. Contractor agrees to comply with the terms of the Grant Agreement, attached hereto as Exhibit "E", including, but not limited to, provisions B, C, F, H, I, K, and L under Section 2 of the Grant Agreement.

## 2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit "B", provided, however, that total payments to Contractor shall not exceed \$72,300 per year, without the prior written approval of SCTA. Contractor shall submit its bills in arrears on a monthly basis in a form approved by SCTA's Auditor and the Head of the SCTA. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Reimbursable materials/ expenses are limited to the following:

- a. Direct costs associated with designated parking, including permits, signage and stencils.
- b. Direct costs for parking charged by the City of Santa Rosa.

- c. Costs and services directly applicable to operations, including maintenance, fuel, and insurance, which are not otherwise covered by membership and usage fees.
- d. Direct costs for marketing, outreach and education, including commercial printing, materials, special contractors, and similar services.
- e. Identifiable communication services such as long-distance telephone, telegraph, cable, express services and postage other than for general correspondence.
- f. Reasonable and necessary living and traveling expenses of employees when away from home office on business directly connected with the Project.
- g. Automobile expenses per the current Caltrans Travel Guide for Non-Represented Employees.

The following costs are ineligible for reimbursement:

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

## 2.1 Payment Procedure for Contractor's Services.

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

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

2.2 Compliance With Federal Contract Cost Principles and Procedures. All or part of this Agreement will be paid with Federal awards. As a pass-through entity, SCTA is required to provide certain information regarding Federal award(s) to Contractor as a sub recipient. In signing this Agreement, Contractor acknowledges receipt of the following information regarding Federal award(s) that will be used to pay this Agreement:

DOT Title: Santa Rosa Car Share

DOT Number: CMLNI-6364(018)

Award Year: 2016

Federal Agency: California Department of Transportation, Division of Local Assistance

Pass-Through Agency: Sonoma County Transportation Authority

As a sub recipient of Federal awards, Contractor is subject to the provisions of U.S. Office of Management and Budget Circular A-133, *Audits of states, Local Governments, and Non-Profit Organizations* (hereinafter "OMB Circular A-133"). In signing this Agreement, Contractor acknowledges that it understands and will comply with the provisions of OMB Circular A-133. One provision of OMB circular A-133 requires a sub recipient that expends \$500,000 in Federal awards during its fiscal year to have an audit performed in accordance with OMB Circular A-133. If such an audit is required, Contractor agrees to provide SCTA with a copy of the audit report within nine months of Contractor's fiscal year end. Questions regarding OMB Circular A-133 can be directed to the Sonoma County Auditor-controller Treasurer-Tax Collector's Office – General Accounting Division.

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

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

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

3. Term of Agreement. The term of this Agreement shall be from \_\_\_\_\_, 2017 to \_\_\_\_\_, 2018 unless terminated earlier in accordance with the provisions of Article 4 below. At

the end of the initial term, Contractor and SCTA will in good faith review utilization, member growth, and other key performance indicators to determine whether the term will be renewed for another year.

#### 4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, SCTA shall have the right, in its sole discretion, to terminate this Agreement by giving thirty (30) days written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor or SCTA fail to cure a material breach of any of their respective obligations under this Agreement within ten (10) days after written notice has been given of the breach, the other party may immediately terminate this Agreement by giving the breaching party written notice of such termination, stating the reason for termination.

#### 4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to SCTA all survey and data collection reports, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, contractors, and other agents in connection with this Agreement and shall submit to SCTA an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.3 Change in Funding. Contractor understands and agrees that SCTA shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state or federal agency or other funder reduces, withholds or terminates funding which SCTA anticipated using to pay Contractor for services provided under this Agreement or (2) SCTA has exhausted all funds legally available for payments due under this Agreement.

4.4 Payment Upon Termination. Upon termination of this Agreement by SCTA, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if SCTA terminates the Agreement for cause pursuant to Section 4.2, SCTA shall deduct from such amount the amount of damage, if any, sustained by SCTA by virtue of the breach of the Agreement by Contractor.

4.5 Authority to Terminate. The Board of Directors of SCTA has the authority to terminate this Agreement on behalf of the SCTA. In addition, the Executive Director, in consultation with Counsel, shall have the authority to terminate this Agreement on behalf of the SCTA.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including SCTA, and to indemnify, hold harmless, and release SCTA, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', or subcontractors' negligence or willful misconduct in performing obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against SCTA based upon a claim relating to such Contractor's or its agents', employees', contractors', or subcontractors' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent or contributory negligence on SCTA's part, but to the extent required by law, excluding liability due to SCTA's conduct. SCTA shall promptly notify Contractor of any claim for which it seeks indemnification. If the tender of any claim covered under this Section by SCTA to the Contractor is accepted, SCTA shall give Contractor sole control over the defense and settlement of the claim (using counsel approved by SCTA, such approval not be unreasonably withheld), and shall assist Contractor in the defense of the claim at Contractor's expense. Neither party shall settle any claim without the other party's prior written consent, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, contractors, and other agents to maintain, insurance as described in Exhibit "C", which is attached hereto and incorporated herein by this reference.
7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.
8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Executive Director of SCTA in a form approved by Counsel. The Board of Directors of SCTA must authorize all other extra or changed work. The parties expressly recognize that SCTA personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly

waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the SCTA.

9. Representations of Contractor.

9.1 Standard of Care. SCTA has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor 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 Contractor's work by SCTA shall not operate as a waiver or release.

9.2 Status of Contractor. The parties intend that Contractor, 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. Contractor is not to be considered an agent or employee of SCTA and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits SCTA provides its employees. In the event SCTA exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

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

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

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

9.6 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under

state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by SCTA, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with SCTA disclosing Contractor's or such other person's financial interests.

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

9.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, SCTA's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

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

9.10 Ownership and Disclosure of Survey and Data Collection Reports. All survey and data collection reports, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of SCTA. SCTA shall be entitled to immediate possession of such data upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to SCTA all such data, which have not already been provided to SCTA in such form or format, as SCTA deems appropriate. Such data shall be and will remain the property of SCTA without restriction or limitation. Contractor may retain copies of the above-described data but agrees not to disclose or discuss any data gathered, discovered, or generated in any way through this Agreement without the express written permission of SCTA. Contractor shall make all survey and data collection reports acquired or developed pursuant to this Agreement available for inspection upon request by the California Department of Transportation, as stipulated in the Grant Agreement Exhibit "E", at the time designated by the California Department of Transportation.

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

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

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented. Notwithstanding the foregoing, Contractor shall have the right to assign this Agreement without such consent to its successor in a merger, acquisition or other change of control, including without limitation the sale of all or substantially all of its assets, stock or business to which this Agreement relates, provided that the successor agrees in writing to comply with all the terms of this Agreement and has the financial ability to continue performance under the Agreement.

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

TO: SCTA:	Suzanne Smith, Executive Director Sonoma County Transportation Authority 490 Mendocino Avenue, Suite 206 Santa Rosa, CA 95401
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TO: CONTRACTOR:	General Manager Zipcar, Inc. 191 2 <sup>nd</sup> Street San Francisco, CA 94105
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With a copy to Legal:	Legal Department Zipcar, Inc. 35 Thomson Place Boston, MA 02210
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When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Content Online Accessibility. SCTA 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.

13.1 Standards. All contractors responsible for preparing content intended for use or publication on a SCTA-managed or SCTA-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>.

13.2 Certification: Contractors must complete the Document Accessibility Certification Form attached hereto as Exhibit "D" 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.)

13.3 Alternate Format: When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Contractor shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Contractor agrees to cooperate with SCTA 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.

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

- a. Terminate this Agreement pursuant to the provisions of Article 4; and/or

- b. In the case of custom EIT developed by Contractor for SCTA, SCTA 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 SCTA in connection with such changes or repairs.

13.5 SCTA's Rights Reserved. Notwithstanding the foregoing, SCTA may accept deliverables that are not strictly compliant with SCTA's Accessibility Standards if SCTA, in its sole and absolute discretion, determines that acceptance of such products or services is in SCTA's best interest.

14. Miscellaneous Provisions.

14.1 No Waiver of Breach. The waiver by SCTA of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Except as expressly provided herein, Contractor makes no warranties with respect to the services or the subject matter of this Agreement and hereby disclaims all other warranties, express or implied, or statutory, including warranties of merchantability, fitness for a particular purpose, title and non-infringement. Contractor will be liable for any indirect, incidental, special or consequential damages, including lost profits, loss of data, or interruption of business, even if advised of the possibility of such loss and Contractor's maximum liability shall not exceed the greater of the fees paid to Contractor hereunder. The foregoing limitation shall not apply to Contractor's indemnification obligations under Section 5 of this Agreement, or a party's gross negligence or willful misconduct for which liability shall be unlimited.

14.2 Disclaimer; Limitation of Liability. Except as expressly provided herein, Contractor makes no warranties with respect to the services or the subject matter of this Agreement and hereby disclaims all other warranties, express or implied, or statutory, including warranties of merchantability, fitness for a particular purpose, title and non-infringement. Contractor will not be liable for any indirect, incidental, special or consequential damages, including lost profits, loss of data, or interruption of business, even if advised of the possibility of such loss and Contractor's maximum liability shall not exceed the fees paid to Contractor hereunder in the twelve months immediately preceding the date the cause of action arose. The foregoing limitation shall not apply to Contractor's indemnification obligations under Section 5 of this Agreement, or a party's gross negligence or willful misconduct for which liability shall be unlimited.

14.3 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. Contractor and SCTA acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement

will not be construed against one party in favor of the other. Contractor and SCTA acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

14.4 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.

14.5 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.

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

14.7 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.

14.8 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. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

14.9 Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

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

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

CONTRACTOR: ZIPCAR, INC.

SCTA: SONOMA COUNTY  
TRANSPORTATION AUTHORITY

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Department Head

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM FOR SCTA:

By: \_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_



## Exhibit A - Scope of Work

### Task 1: Program Management

- a. Implementation coordination – As described in Attachment 1, implementation timeline and marketing plan.
- b. Coordination and communication with SCTA through monthly progress reports and quarterly check-in calls.
- c. Performance monitoring, data collection and reporting, including:
  1. Provide real-time reporting tools to SCTA to monitor vehicle utilization, memberships, driving behavior, member growth, etc.
  2. Monitor viability of additional vehicles based off KPIs, including vehicle utilization, member growth and community feedback.
  3. Administer surveys including Joiner’s Survey, First Driver Survey, Random QA Survey, and Annual Membership Survey.

*Timeline: Up to 48 months from contract execution*

### Task 2: Operations and Maintenance

#### Task 2.1: Pod Installation and Vehicle Placement

##### Year 1

- a. Place initial two (2) vehicles at the following locations:
  - Location 1 (Railroad Square): Lot D, 9 4<sup>th</sup> Street
  - Location 2 (Downtown): Lot 10, 730 5<sup>th</sup> Street
- b. Select high profile/visible parking stalls in collaboration with City of Santa Rosa.
- c. Additional vehicles may be added or relocated to locations specified in the RFP, upon agreement with the property owner and SCTA.
- d. Signage - Work with the City of Santa Rosa to complete required encroachment permits. Signage shall be installed on existing sign posts, walls, etc. and/or pavement stenciling in accordance with City of Santa Rosa guidelines.
- e. Parking - Work with the City of Santa Rosa to execute agreement for parking designation.
- f. Determine makeup of fleet at each location in collaboration with SCTA.

*Timeline: Within six (6) weeks of contract execution, guided by implementation timeline (Attachment 1), for a duration of at least 12 months.*

##### Year 2

- g. If year 1 utilization for either of the two initial vehicles averages 15% or less, that vehicle may be removed or relocated to other sites specified in the RFP.

- h. Additional vehicles may be added to locations specified in the RFP, upon agreement with the property owner and notification to SCTA.

*Timeline: 13-24 months from initial vehicle placement.*

#### Years 3 and 4

- i. Depending on viability identified through analysis of membership and use, vehicle pods may be removed, relocated, or added to other sites specified in the RFP. Only marketing expenses may be reimbursed during this period, under Task 4 - Extended Marketing budget.

*Timeline: 25-48 months from initial vehicle placement.*

#### Task 2.2: Ongoing Operations and Maintenance

- a. Operate and maintain car share vehicles according to Zipcar standard practices and services.
- b. Provide secure online and app-based reservation system to members 24 hours a day, seven days a week, including holidays. Provide a fully automated, self-service system for reservations, pick up and drop off.
- c. Provide full member services, vehicle maintenance, security, and insurance programs for vehicles under this pilot program.

*Timeline: Up to 48 months from initial vehicle placement.*

#### Task 3: Marketing

- a. Launch/Kick-off Event – Provide on-site Zipcar representatives at event to educate residents about Zipcar's services and get them excited about joining.
- b. Develop Marketing Plan jointly with the SCTA that includes the following elements:
  1. Advertising - Program advertising will focus on those media venues that communicate to and reflect the community served. Strategically placed ads in neighborhood newspapers, transit benches, and community centers, along with postcard mailings and digital ads are all examples of the types of advertising opportunities that we could pursue as we launch in each new neighborhood area
  2. Promotional Efforts - Promotional efforts will encourage membership, promote vehicle use and build relationships with key institutions and businesses within the community. These include email and social media campaigns, as well as adding Zipcar as a transportation option on websites. Conduct regular car-donation campaigns by partnering with a local non-profit, encouraging car-owners to donate their cars and incentivizing them with a 1-year free Zipcar membership and \$150 in driving credit. Send emails to existing members in nearby areas informing the members that new cars are now near them.
  3. Partnerships - Marketing will target partnering and creating affiliates with various channels to include but not limited to Chamber of Commerce, higher education facilities, local organizations, and neighborhood/business groups. These partners can also be offered discounted memberships. Partner with the neighborhood associations and community organizations to identify these advocates and ensure all are aware of the convenience of Zipcar.

4. Roles and responsibilities include the following:

The SCTA will -

- Work with Zipcar to determine the most effective ways to spread the word to the local community. These can include but are not limited to: newsletters to residents, have a link placed on their website, and developing a mutually beneficial social media plan
- Facilitate the necessary community connections for program success and expansion opportunities
- Connect Zipcar with city organizations and groups
- Place Zipcar's logo on the website -with a brief overview of the relationship
- Work with Zipcar to identify public relations opportunities (e.g., news stories in the local media), where the program partnerships and car share community benefits can be highlighted
- Help promote the use of car share in Santa Rosa. Promotional methods may include: email messages, informational mailings sent to city/county employees, and online program details providing a link to a "Zipcar Santa Rosa" website

Zipcar will –

- Work closely with the SCTA to finalize the marketing outreach plan and promote the program
- Create a "Zipcar Santa Rosa" website where all Santa Rosa residents can join with the same promotional sign up offer; it will feature the SCTA's logo and a brief overview of the relationship
- Zipcar will tap into Zipcar for Business relationships with existing accounts to encourage awareness and engagement from employees and commuters
- Provide a variety of marketing and outreach materials (brochures, posters, postcards, emails, etc.) for placement at businesses, and distribution to neighborhood residents

- c. Membership giveaways and discounts - Offer a minimum of 200 free memberships and a minimum of 100 discounted memberships to Santa Rosa residents and employees through launch events and special promotions in year 1. Provide additional free and discounted memberships as appropriate in years 2-4.

*Timeline: Guided by implementation timeline and marketing plan (Attachment 1) for a period of up to 48 months from initial vehicle placement.*

#### Task 4: Extended Marketing

- a. If the program continues beyond the initial 24 months, per agreement with SCTA and the property owner, any remaining funds may be used for reimbursement of ongoing marketing expenses.

*Timeline: Up to 48 months from initial vehicle placement, ending no later than December 2021.*

## Attachment 1 to Scope of Work

### SCHEDULE FOR START-UP PERIOD

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Our proven launch and management plan allows us to effectively deliver the two new locations for the Santa Rosa Car Share Pilot Program in under 6 weeks from contract signing. Zipcar would work with the city to set up a timeline to make the introduction of the car share program to the Santa Rosa community appear seamless, transparent, and involve all the relevant partners from the beginning. Zipcar customizes each program work-plan to suit the specific needs of its partners.

- Launch event: the day the cars arrive and are placed, Zipcar will be on site to do an event wherever the press event is being held. We will provide discounts and driving credit to members who sign up that day, hand out Zipcards right away, answer questions, and educate the general public. Santa Rosa City employees may also sign up with us on the spot to receive their Zipcards immediately after submitting an application
- Goals must be realistic. Adoption typically starts to trend upwards over a three-month period and the program begins to expand generally around the six-month mark

Zipcar is proposing a partnership approach to implementation in Santa Rosa. Within 6 weeks, Zipcar would have the initial two car share vehicles launched and ready for members.

Our proposed implementation timeline and marketing plan for Santa Rosa follows:

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WEEK 1

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Launch Meeting – After a contract is finalized, Zipcar will coordinate a launch call to introduce the launch team and key contacts from local leadership. The goal of the launch meeting will be to establish a timeline with actionable items for Zipcar and the partner to achieve for a successful launch. At this time, new partners may also ask questions to further their knowledge of car share and best practices.

Weekly Calls – Weekly calls will be established to ensure constant communication throughout the launch process. Calls will review completed tasks for the week, marketing planning, and upcoming deadlines for future weeks.

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WEEK 2

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Marketing Call – There are two objectives for the marketing call(s):

- Brainstorming and establishing logistics around the launch event.
- Create a year at a glance and 90-day marketing plan based on best practices to ensure ongoing success of the new program. Marketing materials and creative proofs will be developed after this meeting.

Fleet Call & Site Visit – Zipcar will introduce our proprietary technology and discuss basic fleet operations with city staff. We will also arrange site visits with the city to accurately and efficiently select high profile/visible parking. A collaborative effort will determine the makeup of the fleet and what car will be most appropriate for each location.

PR Call – Zipcar’s PR Team provides support to partners throughout the launch. Zipcar will introduce community/ city leadership to our agency and create a tailored press release and yearlong strategy to announce the partnership.

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WEEK 3

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Locations Established – The location of the vehicles is one of the most important decisions in the entire process. They play a critical role in program awareness. Once locations are determined, descriptions, and directions will be created for [zipcar.com](http://zipcar.com).

To build a strong car share program in the City of Santa Rosa, our team will concentrate on high-foot traffic pedestrian areas as well as current and future transit hubs.

As the program progresses, we will continue to evaluate other potential sites to compliment or supplement existing availability and/or move existing Zipcar vehicles to locations that better serve the community.

Location Signage Arrives – Zipcar will provide City-approved signage and markings for each designated Zipcar parking location, based on mutual agreement. Zipcar locations typically include two 2’ x 2’ Zipcars “Live Here” signs and one 12” x 18” tow away sign.

WEEK 4

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Signage Installed – Zipcar will install signage after obtaining approval from the SCTA and City of Santa Rosa.

Vehicles Arrive – Zipcars will arrive 1-2 weeks prior to the launch of the program. Vehicles arrive fully prepped, enabled with Zipcar technology and GPS, branding, and ready to drive.

WEEK 5

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Website Goes Live – One week prior to the launch, the website “Zipcar Santa Rosa” goes live. The website will highlight special program features and the city logo. This website is where people can learn more about the program and sign up to become a member of Zipcar.

Press Kit – Our PR Agency can send out press kits to key press. Press kits can include the final press release, Zipcar company overview, Zipcar FAQ, an environmental benefits document, and press contact information.

WEEK 6

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Zipcar Team Arrives – Zipcar will send out a team of 2-4 team members to kick off the new program. Zipcar team members will meet with program partners, place vehicles in dedicated locations, and finalize marketing/PR event logistics.

DAY OF

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Marketing and PR Event – Congratulations and welcome to Zipcar! The launch event in/or around the new locations will be coordinated to create buzz and excitement. Local city officials, businesses, and community members will have the opportunity to check out vehicles, learn about the Zipcar program, and speak with the Zipcar team for additional questions. Press will also be on site to speak with potential new members, business members, and community/city leaders.

POST LAUNCH

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The City may want to provide an Account Manager. During the length of this agreement, the Santa Rosa car share pilot program will be well supported by a dedicated team of car sharing experts, vendors, marketing/fleet managers, and local team members, all charged with the success of your program.

Zipcar has developed an internal, online survey system that allows us to create, modify, and gather survey data from our members. We currently use these surveys to collect qualitative and quantitative data such as vehicle miles travelled, primary mode of commuting, and personal car ownership. We carry out the following surveys automatically:

- A Joiner’s Survey – to ascertain current travel behaviour
- First Driver Survey – to ascertain first view of the service
- Random QA Survey – looks at car, cleanliness, availability, etc.

Zipcar proposes that, as part of this program, it will conduct an annual membership survey in coordination with the City of Santa Rosa. The exact timing of the survey will be mutually agreed to and

the survey will be conducted in conjunction with a region-wide car share survey in concert with local jurisdictions. The survey will be provided to all Zipcar members that use Zipcar in Santa Rosa and the results will be provided to a mutually agreed upon contact. The survey will contain mutually agreed upon content that will include (at a minimum) the following:

- How many vehicles owned prior to Zipcar membership?
- Was the purchase of a vehicle planned prior to membership and then abandoned due to Zipcar membership?
- What was the number of vehicle miles driven per month before Zipcar membership?
- What is the number of vehicle miles driven per month after Zipcar membership?
- What was the frequency of auto trips before and after joining Zipcar?
- Has the number of walking, biking and transit trips increased, declined or remained the same after Zipcar membership?

Data Collection and Reporting - Zipcar has an extensive resource of reports available for review with its partners. Zipcar is the only provider that can offer real-time reporting tools to the City of Santa Rosa. Many of these reports are designed to specifically look at vehicle and location/pod utilization, tracking member signups and member activation. Below is a list of the high-level reports that we feel you will find useful. Since these are strategic and other providers do not have detailed reporting systems, we have not listed the entire list of reports due to the open nature of this RFP. Reports include:

- Historical overview – high level view of the program (members, driving behavior)
- Four-week utilization – by zone or hourly/daily
- Vehicle miles travelled
- Member rate plan overview
- Application details (Details application behavior and growth)
- Corporate and affiliate usage & applications

Upon activation of the vehicles, these detailed reports will be submitted to an assigned SCTA/City administrator on a monthly, quarterly or on need basis. If you are looking for additional reports that are not readily available, we will work with our reporting team to create custom reports. We are very excited to be able to provide these reports to you. They truly demystify the car sharing program performance and allow us to react to member demand in hours not months.

## Exhibit B - Budget

		7/2017- 6/2018	7/2018- 6/2019	7/2019- 6/2020	7/2020- 6/2021
Task		Year 1	Year 2	Year 3*	Year 4*
1	Program Management	\$ -	\$ -	\$ -	\$ -
2	Operations and Maintenance	\$ 36,300	\$ 36,000	\$ -	\$ -
3	Marketing	\$ 36,000	\$ 36,300	\$ -	\$ -
4	Extended Marketing*			\$40	\$ -
	<b>TOTAL</b>	<b>\$ 72,300</b>	<b>\$ 72,300</b>	<b>\$ 40</b>	<b>\$ -</b>

\*Funds for extended marketing may be available in years 3 and 4, if Operations and Maintenance and/or Marketing funds are not fully expended in years 1 and 2.

## Exhibit C

Contractor shall maintain and require all of its subcontractors and other agents to maintain the insurance listed below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Contractor shall not commence work, nor allow its employees, subcontractors or anyone to commence work until the required insurance has been submitted and approved by SCTA. Any requirement for Contractor to maintain insurance after completion of the work shall survive this Agreement.

SCTA reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. SCTA's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or SCTA's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

### 1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against SCTA.
- e. Required Evidence of Insurance:
  - i. Subrogation waiver endorsement; and
  - ii. Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

### 2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be satisfied by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, SCTA requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If

the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by SCTA. Contractor is responsible for any deductible or self-insured retention and shall fund it upon SCTA's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the SCTA.

- d. Insurance shall be continued for one (1) year after completion of the Work.
- e. [insert exact name of additional insured] shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement. .
- f. [Owners of properties on which pod-based car stations are located] shall be endorsed as additional insureds with respect to their ownership of the properties.
- g. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- h. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- i. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against SCTA.
- j. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- k. Required Evidence of Insurance:
  - i. Copy of the additional insured endorsements or policy language granting additional insured status;
  - ii. Copy of the endorsement or policy language indicating that insurance is primary and non-contributory; and
  - iii. Subrogation waiver endorsement.
  - iv. Certificate of Insurance.

### 3. Automobile Liability Insurance

- a. Minimum Limit: \$2,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned, hired and non-owned autos.
- c. Required Evidence of Insurance: Certificate of Insurance.

### 4. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

### 5. Documentation

- a. The Certificate of Insurance must include the following reference: [insert contract number or project name].
- b. Contractor shall submit all required Evidence of Insurance prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with SCTA as specified in Sections 1 – 3 above.

- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: **[insert exact name and address]**.
- d. Contractor shall submit required Evidence of Insurance for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, Contractor shall provide certified copies of required insurance policies within thirty (30) days.

## **6. Policy Obligations**

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

## **7. Material Breach**

If Contractor fails to maintain insurance which is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. SCTA, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, SCTA may purchase the required insurance, and without further notice to Contractor, SCTA may deduct from sums due to Contractor any premium costs advanced by SCTA for such insurance. These remedies shall be in addition to any other remedies available to SCTA.

## Staff Report

**To:** Sonoma County Transportation Authority  
**From:** Dana Turrey, Transportation Planner  
**Item:** 4.3.3 - Marin-Sonoma SMART Access Bike Share Pilot Grant Application  
**Date:** July 10, 2017

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### **Issue:**

Shall the SCTA Board of Directors authorize the submittal of a grant application for the Marin-Sonoma SMART Access Bike Share Pilot Program to the Metropolitan Transportation Commission (MTC)?

### **Background:**

Over the past decade, bike sharing has expanded to dozens of communities throughout the country, including several Bay Area cities. Bike share offers a network of bicycles for on-demand short-term rentals and is flexible form of public transportation that can provide first/last mile connections to transit. SCTA has researched bike share systems and potential market demand in Sonoma County through the *Shift Sonoma County Bike Share Feasibility Study* (<http://bit.ly/bikesharestudy>).

In May 2016, MTC announced a grant opportunity aimed at expanding bike share in Bay Area communities that were not included a 2015 expansion in Berkeley, Emeryville, Oakland, San Francisco, and San Jose. SCTA partnered with the Transportation Authority of Marin (TAM) to submit a Letter of Interest for a system focused on first/last mile connections to and from the SMART Phase 1 stations.

In April 2017, MTC released a call for projects for a Bike Share Capital Program with \$2 million in federal Congestion Mitigation and Air Quality (CMAQ) funds and invited SCTA and TAM to apply based on the SMART Phase 1 station access concept in the joint Letter of Interest. With the understanding that MTC's Bike Share Capital Grant Program is a one-time opportunity and is particularly well suited for the suburban communities of Sonoma County to complement and support ridership on SMART, SCTA and TAM staff prepared a grant application. SCTA staff held meetings with agency partners, including the cities of Petaluma, Cotati, Rohnert Park, Santa Rosa, and SMART to confirm support for the program and to develop application details. Partner cities have provided letters of support for the proposed program pledging commitment to providing staff assistance with site identification and permitting, and public right-of-way for stations where appropriate.

### **Proposed Program:**

On June 30, SCTA and TAM submitted a joint application for a proposed network of GPS enabled "smart bikes" located in both Marin and Sonoma Counties at SMART stations and key nearby destinations. The proposal and cost estimate is based on a 200-bike system implemented in phases over a three year pilot period. The program may continue and expand beyond the pilot period if there are sufficient revenues from ridership and sponsorship.

If awarded a grant through this program, SCTA and TAM would work to develop plans, scopes, schedule and budget for the equipment, operations, governance structure, and funding of the proposed system. A

procurement process would identify the bike share vendor and model for equipment and operations. The vendor selected for supplying capital equipment and rollout may also operate a program or the operations may be carried out through a separate contract. The vendor and operating model will ultimately determine the number of bicycles and stations that can be funded through this grant.

In addition to ongoing operating revenue from ridership and sponsorship, SCTA may look to grant funding such as the Bay Area Air Quality Management District's Transportation Fund for Clean Air (TFCA) to help support the program operation during the pilot period. While operating costs for many bike share programs are fully covered through ridership and sponsorship, it is currently unknown whether additional funding would be needed for operations. Some bike share companies work closely with lead agencies to secure ongoing sponsorship.

**Policy Impacts:**

Bike share has the potential to shift trips from motor vehicles to active transportation and has shown to increase transit ridership in other suburban communities. Implementation of a bike share program would support the Comprehensive Transportation Plan goals for reducing greenhouse gas emissions.

**Fiscal Impacts:**

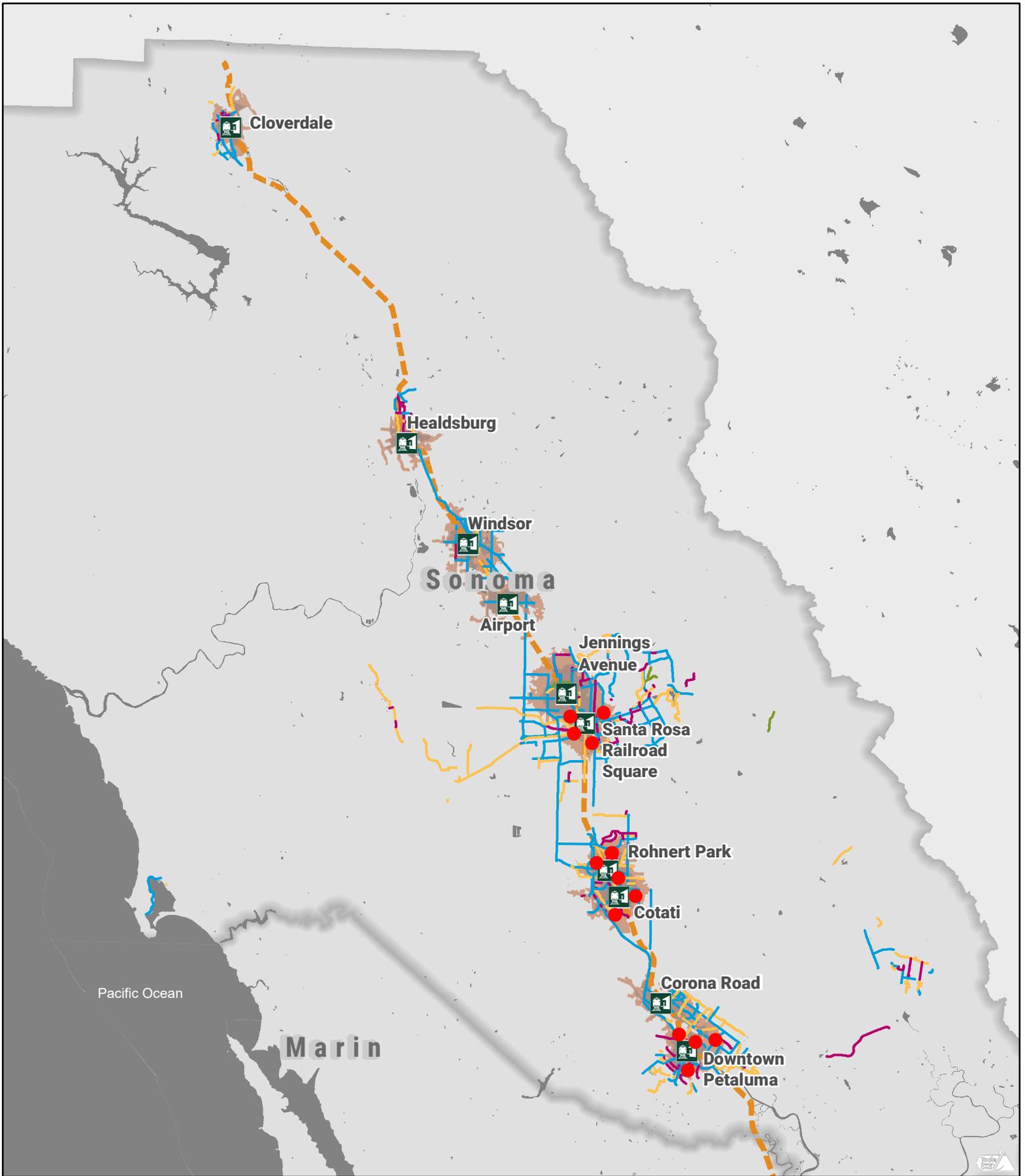
If awarded, TAM and SCTA could jointly receive up to \$1,046,767 to implement a two-county bike share program. Approximately half of the grant funds would go to the Sonoma County portion of the program. The estimated local match for Sonoma County's portion of the system with the full grant ask is \$67,810. This local match would come from in-kind staff time for project development and management. SCTA may seek additional funds from the competitive portion of the TFCA County Program Manager fund to cover a shortfall of operating subsidies during the pilot period.

**Staff Recommendation:**

Staff recommends that the Board of Directors authorize staff to submit the Marin-Sonoma SMART Access Bike Share Pilot Program application to MTC. If awarded, staff would seek a resolution of local support from the Board of Directors to receive the funds and pursue the proposed program.

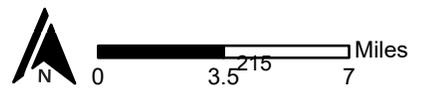
**Attachment:**

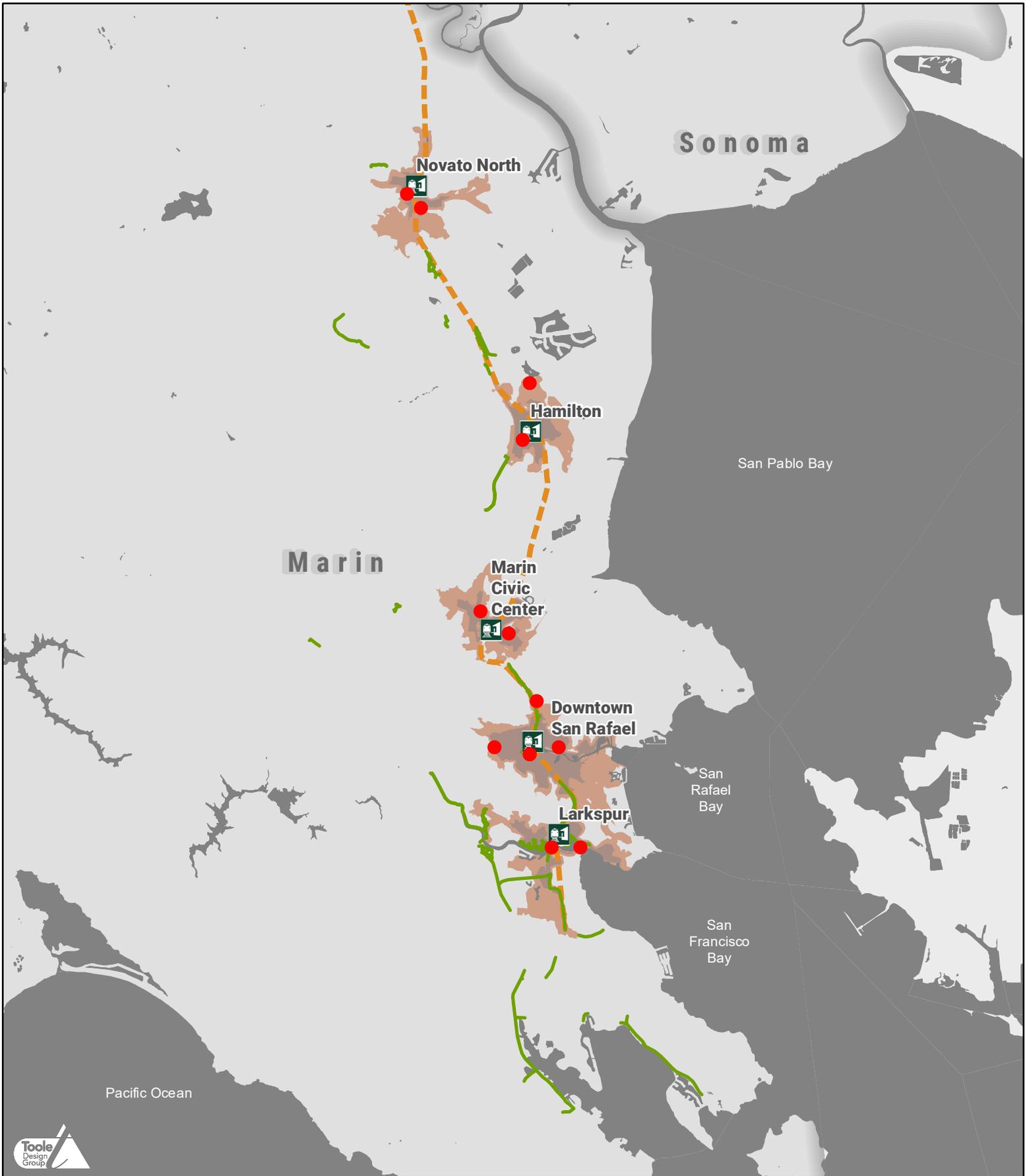
Proposed Marin-Sonoma SMART Access Bike Share Pilot Program System Map.



# Sonoma County Proposed Bike Share Station Locations

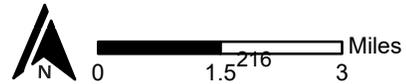
- Stations
- Rail Line
- Class I
- Class II
- Class III
- Trail
- Biked Shared Two Miles
- Biked Shared Three Miles
- Generalized Bikeshare Station Location





-  SMART Stations
-  Rail Line
-  Off-Street Bicycle Facilities
-  Generalized Bikeshare Station Location
- Bikeshed**
-  Two Miles
-  Three Miles

## Marin County Proposed Bike Share Station Locations



**Citizens Advisory Committee  
MEETING AGENDA**

***June 26, 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 April 24, 2017\* - ACTION
4. Measure M – DISCUSSION/ACTION
  - a. Measure M Projects
    - i. Petaluma River Trail (Petaluma)
    - ii. Bicycle Safety and Education, Safe Routes to Schools Phase (DHS)
    - iii. Bicycle Safety and Education, Safe Routes to Schools Phase (SCBC)
    - iv. Bicycle Safety and Education, Bike to Work Phase (SCBC)
  - b. Measure M Financial Reports\*
5. Shift Presentation
6. Highway Updates
7. Announcements
8. Adjourn

\*Materials attached.

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The next **SCTA** meeting will be held **July 10, 2017**  
The next **CAC** meeting will be held **July 31, 2017**

Copies of the full Agenda Packet are available at [www.sctainfo.org](http://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.

## Planning Advisory Committee

**June 15, 2017 – 9:00 a.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
    - 3.1. Approval of the agenda – changes, additional discussion items- ACTION
    - 3.2. Review Meeting Notes from May 18, 2017\* – ACTION
  4. SHIFT Plan presentation\*
  5. SB 743 – VMT Mapping Resources\*
  6. Sonoma County Travel Model Update – Draft 2015 Existing Conditions and Status Report\*
  7. Climate Action 2020 update – no updates at present
  8. Round table members discussion
  9. Grant opportunities
  10. Upcoming Events INFORMATION
  11. Other Business /Next agenda
  12. Adjourn
- \*Attachment

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The next **SCTA** meeting will be held **July 10, 2017**

The next **PAC** meeting will be held **August 17, 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.

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## Transit – Technical Advisory Committee

### MEETING AGENDA

**June 14, 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: May 10, 2017 – **ACTION\***
3. Measure M Reauthorization – Discussion
4. Preparation for SMART Service - Discussion
5. Transit Operator Updates - Discussion
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

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The next **SCTA/RCPA** meeting will be held July 10, 2017

The next **T-TAC** meeting will be held July 12, 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 Transit-Technical 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.

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TO REDUCE GHG EMISSIONS: Please consider carpooling or taking transit to this meeting. For more information check [www.511.org](http://www.511.org), [www.gosonoma.org](http://www.gosonoma.org)