BOARD OF DIRECTORS
AGENDA PACKET

Monday, February 5th, 2018
2:30 p.m.

City of Santa Rosa City Council Chambers
Santa Rosa City Hall
100 Santa Rosa Avenue
Santa Rosa, California
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 December 11, 2017 meeting (ACTION)*
      3.2. Admin – contract for State advocacy with Dunn Consulting (ACTION)*
      3.3. Admin – contract with wpONcall for on-call web site support (ACTION)*
   B. RCPA Items
      3.4. Admin – Resolution of Commendation for Lauren Casey (ACTION)*
      3.5. BayREN – 2018 contracts with Association of Bay Area Governments for BayREN activities (ACTION)*
   C. SCTA Items
      3.7. Measure M – Petaluma River Trail cooperative agreement (ACTION)*
      3.8. Planning – Request for Proposals for consultant services for the 2018 travel model update (ACTION)*

4. Regular Calendar
   A. SCTA/RCPA Items
      4.1. Admin – Election of Officers for 2018 (ACTION)*
      4.2. Admin – FY16/17 SCTA/RCPA Annual Report (ACTION)*
      4.3. Legislation – (ACTION)*
         • 2018 SCTA and RCPA Legislative Principles (ACTION)*
         • Federal infrastructure bill (REPORT)
      4.4. Wildfire Recovery
         • Update on planning, community building, resiliency and funding (REPORT)
         • Vision for energy systems for rebuild (ACTION)*
         • Post-fire traffic analysis (REPORT)*
      4.5. Community Affairs Report – (REPORT)*
B. RCPA Items
   4.6. RCPA Projects and Planning
      4.6.1. GHG Inventory – report on energy sector (REPORT)*
      4.6.2. Activities Report – (ACTION)*

C. SCTA Items
   4.7. SCTA Planning
      4.7.1. Activities Report – (REPORT)*
   4.8. SCTA Projects and Programming
      4.8.1. Hwy 101 – Marin/Sonoma Narrows C-2 project programming and Solutions for Congested Corridors application (ACTION)*
      4.8.2. Measure M – FY16/17 Annual Report (ACTION)*
      4.8.3. Highways – update on State Highway projects (ACTION)

5. Reports and Announcements
   5.1. Executive Committee report
   5.2. Regional agency reports
   5.3. Advisory Committee agendas*
   5.4. SCTA/RCPA staff report
   5.5. Announcements

6. Adjourn

   *Materials attached.

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The next SCTA/RCPA meeting will be held March 12, 2018

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 the 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 December 11th, 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 2:32 p.m. by Chair David Rabbitt.

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

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

Sheila Baker, City of Petaluma, expressed frustration in the Petaluma Transit Mall as a bicyclist and as a user of public transportation, describing the difficulties the allowance of vehicles cause vis-a-vis safety and congestion. Ms. Baker referenced the prohibition of vehicles in Santa Rosa Transit Mall and urged more attention to be paid towards road planning.

Duane DeWitt, Roseland, recalled a personal theme of “Trees, please.” A series of reference books on environmentalism were displayed. *The Nature Principle* by Richard Low described the nature deficit for individuals and the City of Copenhagen’s green initiative was explained with regards to the RCPA’s mission to reduce greenhouse gas emissions.

Mr. DeWitt noted the recent wildfires now provide a chance to think differently about greenhouse gas emissions and suggested for a public park in the Rincon Ridge area.

3. **Consent Calendar**

   **A. SCTA/RCPA Concurrent Items**

3.1. **Admin** – Minutes of the November 13, 2017 meeting (ACTION)*

3.2. **Admin** – FY 16/17 Final Audits for SCTA, RCPA, and Measure M

   **B. SCTA Items**

3.3. **Measure M** – amendment to agreement SCTA08014 with URS for Marin Sonoma Narrows B2 design services during construction (ACTION*)

**Admin** – 2018 meeting schedule (ACTION)*

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

4. **Regular Calendar**

   **A. SCTA/RCPA Items**

4.1. **Comprehensive Planning** – presentation on land use planning toll Urban Footprint (REPORT)*

Lauren Casey outlined the presentation and introduced Joe Distefano, Calthorpe Analytics.

Joe Distefano presented the Sonoma County Scenarios and Analysis and provided context to the presentation. The urban footprint tool allows users to understand what is currently on the
ground today, assess existing conditions (parcel data, policy data, transportation systems), and provides understanding related to future growth and impacts.

This tool is poised to help inform decision makers, practitioners, and public agencies.

The project was completed within the past year, and provided land use, policy, and resource planning analytics for decision makers at the county level.

The project was explained to the Board of Directors.

Mr. Distefano explained the scenarios the project considered accommodates a projected growth of 20% in population, households, and jobs to 2040.

Scenario alternatives considers:
1. No Urban Growth Boundaries (UGBs)
2. The Trend
3. Local Plans “Stitch”
4. Plan Bay Area/ SCS 2013
5. Max Infill & Conservation

A series of maps were displayed to illustrate the scenarios in the City of Santa Rosa, where development is modeled to occur within the UGBs under the Max Infill scenario.

The land use pattern for development was categorized into standard suburban, compact walkable, and urban and each were described. Sonoma County is currently 92% Standard Suburban; for comparison, Max Infill would account for 38% of the county as standard suburban and 56% as compact walkable in 2040.

Mr. Distefano further explained the scenarios with regards to land consumption, household driving (VMT), costs of driving, public health and active transportation, energy use, and greenhouse gas emissions.

Director Landman commented the logic of providing goods and services in dense areas (Plan Bay Area, Max Infill) is understood with regards to the reduction of travel and congestion, as well as the economic benefits for individuals. However, the area which surround the urban areas will not be able to be easily access these goods and services, and since major transportation routes go through the cities, individuals would still need to travel to these services.

Director Landman wondered if there are unintended consequences for infill development in these surrounding areas, if this was modeled, and asked if this would push development in these surrounding areas.

Mr. Distefano responded the role of public bodies is to help identify where the public should invest in infrastructure for where development occurs. Services will not necessarily be removed from suburban locations, rather services will be included in areas that are intensifying.

Mr. Distefano further conveyed investment in active transportation benefits developments as individuals will be living closer to services.

Vice-Chair Russell express strong recommendation for Peter Calthorpe’s TED Talk, 7 principles for building better cities and suggested those who watch the talk would gain a stronger understanding of the topic presented.

Director Miller noted the presentation highlighted reduced household costs in growth from PDAs in the UGBs. In the City of Petaluma, for example, the closer one lives to the downtown core, the more expensive the housing is, which would impact the lowering of household cost. While citing the
challenge of upward mobility in the county, and region, for housing. Director Miller asked how real estate prices/affordability were considered in the analysis.

Mr. Distefano responded the model did not consider real estate costs, non-mortgage/rental costs. The model considered the non-mortgage/rental costs.

Director Gorin noted the SMART train has potential for Sonoma County to reconsider the land use patterns in relation to the train hubs. However, the Sonoma Valley and West County are not located near the SMART corridor. Director Gorin asked how one would start the conversation for higher density, multi-modal development, since currently it is unable to provide efficient transit on the outlying areas to improve the connectivity.

Mr. Distefano responded the types of developments one expects to see are not “one size fits all.” Examples exist of non-transit oriented, walkable communities.

Director Gorin further asked what would be the density necessary to provide the multi model hub benefits, specifically how dense does the Sonoma Valley need to be to provide transit.

Mr. Distefano responded the short hand answer is 12 units an acre is the current standard.

Director Zane recalled previous conversations and policies that support the presentation, noting that more individuals recognize the importance and benefits of high density, transit oriented development provides. Director Zane asked how one would use the data presented since policy makers and the public alike are already supportive of this concept.

Mr. Distefano reiterated the information would be available to assist with the decisions for development. It is aimed to help inform the decision makers and to provide a clearer idea of the impacts of a given development decision.

Director Mackenzie provided comments on the presentation in relation to SMART, adding that SMART is within the vision of Peter Calthrope’s work. The study adopted by the SCTA was the genesis for the ballot measure and adoption of the sales tax which resulted in committed rail service in the North Bay.

Additionally, the other element of the study was transit oriented development and city center development. Urban growth boundaries were established by the cities and are currently being readopted. Director Mackenzie also spoke on the efforts to create a downtown in Rohnert Park at the old State Farm property next to the SMART station.

In sum, Director Mackenzie asked how the data stays updated and if conversations have been held with MTC.

Mr. Distefano responded the data is updated via work with the county staff to ensure all the data is reflected correctly. If there is county- or city level data that one would like to be sure a local jurisdiction or practitioner has access to, Urban Footprint will update. Additionally, conversations with MTC have not been held in the past 12 months, which is attributed to adoption of Plan Bay Area.

Director Gurney thanked Mr. Distefano for the presentation and thanked Director Zane for the comment on how to change individual’s hearts, adding the importance of speaking to the younger generation, and commented on challenges communities face in these ideas.
Director Gurney asked when the data would be available to city planners.  
Mr. Distefano responded the long term answer is the data can be available to city planners, but details still need to be worked out to understand how to specifically provide the data.  
Director Mansell recalled the joint Healdsburg city council-planning commission meeting in the previous week, highlighting no environmental planning discussions were held. Until the data starts to be applied, Director Mansell expressed apprehension if this will be employed at the city level and urged for more discussions with the City’s planners.  
Furthermore, Director Mansell mentioned a high-end development project is being considered next the Healdsburg SMART hub, further expressing that mixed use does not equal mixed income. These developments are resorts and hotels, and are not necessarily density being built to aid in affordability.  
Director Salmon thanked Mr. Distefano for the presentation and provided comments on the topic, specifically referencing the mixed use development on Sebastopol Road in Santa Rosa.  
Chair Rabbitt promoted that all have the tools to carry out this vision. The numbers are interesting to know, if we are looking at a transit oriented design, data is necessary to help the public understand what services are needed. The downtown Petaluma core was cited as an example to support the compact walkable concept.  
Director Coursey conveyed appreciation for the information and tools it provides. Individuals understand the need for housing in Sonoma County – especially affordable housing. Affordable housing is promoted by increasing density and providing incentives to developers, and understanding the difference between building housing and building housing that increases quality of life.  
Director Zane added commentary on the quality of life in relation how urban housing, citing the book The Vancouver Achievement by John Punter.  
Vice Chair Russell noted the challenge of language when speaking of housing. In order to change the thinking of individuals in promoting these ideas, one needs to change the language used.  
Chair Rabbitt added the opportunities exist for transit oriented designs; although acknowledging development is not embraced by some residents in Sonoma County. Comments on how to continue to promote these types of developments were provided.  
Chair Rabbitt opened for public comment.  
Willard Richards, Santa Rosa, commented on the significance of the information presented and promoted the need for the promotion of this information to the public. Since Sonoma County voters support UGBs, with more than 70% of voters approving the UGB ballot measure (Town of Windsor, November 2017), there are questions of the preservation of the areas outside the UGBs.  
The data in the presentation helps describe how to develop high density homes near transit within the UGBs. Mr. Richards encouraged Scenario 2 as the base case for Sonoma County, as this scenario provides more realistic benefits in the county.  
Steve Birdlebough, Sierra Club, commented on the risk of housing fire victims outside the UGBs. Sonoma County has a good history of policies adopted; however, there needs to be attention to how these policies are being adopted.
There are three elements which need to be considered:

- Safe streets for bicycles and pedestrians;
- Parking minimums are a hurdle to compact development and should not exist; and
- the benefits of form based codes.

Duane DeWitt, Santa Rosa, spoke on the political will of the elected officials and suggested the idea for PSAs to promote these ideas to the public. The tallest buildings in Santa Rosa are for senior living and advocated for Scenario 5.

Linda Picton, Santa Rosa, walked from Downtown Santa Rosa to the PRMD Hearing Room. Ms. Picton spoke on the unacceptable nature of the transportation system in Sonoma County and shared her experience of using the public transit, sharing moments of the possibility of being stranded in the Sonoma Valley.

Ms. Picton expressed frustration the public transportation is not appealing, the transfers between agencies are not uniform, and there needs to be better service for everyone; for example, making it hospitable and provide change for fares.

4.2. **Wildfire Recovery** – (ACTION)

Dana Turrey introduced this item to recognize and acknowledge the crucial role transit operators play in emergencies, in some cases acting as first responders, and in our communities.

All of the major transit providers in Sonoma County were involved in some way in the response to the wildfires, including Santa Rosa CityBus, Sonoma County Transit, SMART, Golden Gate Transit, and Petaluma Transit.

Three of these operators were directly involved with the evacuations, while Petaluma Transit and SMART were instrumental in assisting individuals in the weeks through the wildfires by providing free service and special shuttles between evacuation centers.

Ms. Turrey announced Sonoma County Transit, Santa Rosa CityBus, and Golden Gate Transit will be presenting their experience through the wildfires.

**Sonoma County Transit**

Bryan Albee provided an overview of the response during the wildfire. Sonoma County Transit (SCT) operated under the director of the Sonoma County Operations Center (EOC) from October 9th through October 22nd, 2017. The EOC first requested busses at 2 a.m. on October 9th for evacuations. Within one hour, busses were dispatched. For the first time in the 37 years of operation, there was no regular scheduled service on October 9th.

SCT assisted in evacuations from Sutter Hospital, Kaiser Hospital, Sonoma State University, Summerfield Health Care Center, Spring Lake Village, and the Sonoma County Youth Detention Center.

Mr. Albee explained a detailed summary of the two weeks of services provided during wildfires and explained the challenges ahead as the population along major intercity routes have been reduced.

Staff will be evaluating the route structure, specifically Routes 30 and 60, as low ridership in the burn areas will continue to compound an already decreasing ridership base. However, paratransit has been unaffected and ridership continues to increase.

Mr. Albee recalled previous assistance with evacuations during floods and preparations for
earthquakes, and conveyed the magnitude of the wildfires was something no one ever imagined.

Mr. Albee expressed sincere appreciation to Transdev, who operates SCT, and to the staff of SCT, some of whom lost their homes as they were arriving to work in the middle of the night.

Santa Rosa CityBus

Rachel Ede shared the story from Santa Rosa CityBus’s perspective. Ms. Ede shared the story of an operator who assisted with evacuations through the night. Upon completing the shift in the morning, he discovered his own home had been destroyed; and then arrived to work the next day.

A series of images from the on-board video system were displayed. These scenes show the glow of the fire and the embers being blown by the wind.

CityBus was in service at 2am providing evacuation support. Approximately 400 individuals were evacuated in the first 12 hours. Saturday level service was restored on October 10th, and Santa Rosa CityBus operated fare-free for two weeks.

Ms. Ede expressed acknowledgment to the administrative staff who worked full time with the EOC Public Information and Logistics teams.

Ms. Ede further explained the impacts on fare revenue and ridership, and the changing travel patterns. Routes will be reevaluated to see how to better serve the community post-fire.

Ms. Ede further described the lessons learned. First, the emergency planning and training activities worked. Secondly, the communication between the other Sonoma County operators were regarded as excellent.

Moving forward, evaluations will be focused on communication to riders and how future emergencies would affect CityBus’s response, i.e. lack of power, fueling, etc.

Golden Gate Transit

Mona Babauta provided context of Golden Gate Transit’s (GGT) service in Sonoma County. GGT is a regional bus service providing service to four counties – Sonoma, Marin, San Francisco, and Contra Costa.

The GGT division office in Santa Rosa was closed during the wildfires, as the division resides directly in the middle of the fire zone. This closure created difficulty to operate service and the impact were felt throughout the whole system.

Operators and staff were on site by 2 a.m. to provide evacuation support in Oakmont. However, the challenge with busses is that they are not low-floor busses – some evacuated individuals were carried onto the bus since using the wheelchair ramp would take significant time.

Ms. Babauta expressed appreciation to GGT’s staff for their dedication and mobilization.

Chair Rabbitt thanked the transit operators for all the service during the wildfires.

Director Gorin echoed Chair Rabbitt’s appreciation and further stated that the community could not have got through tragedy without the quick action from the transit operators in providing evacuations to the seniors and to the Sonoma Developmental Center. Many more fatalities could have been witnessed had the operators not been as quick and prepared as they were.

Chair Rabbitt also noted the level of evacuations the transit operators assisted with: two hospitals, Sonoma State University, Sonoma County Youth Detention Center, senior living areas, and various other evacuation centers.
Director Mackenzie noted SMART can be used as well for evacuation efforts in terms of future planning: SMART can be an alternate if Highway 101 is closed down.

Suzanne Smith briefly reported to the Board of Directors on activities within SCTA in reference to the wildfire.

The federal supplemental bill, which would include funds for Sonoma County, is still currently under consideration. $4.4 billion has been requested from Washington, D.C. for the Northern California wildfires.

Another supplemental funding request is under consideration for the emergencies declared in Southern California, and there could be a possibility to have the Northern California Wildfires included in the bill.

Staff continues to work with federal and state lobbying teams.

Lauren Casey described a summary of the energy systems vision for rebuilding, and the interest to identify and to remove barriers for homeowners.

Chair Rabbitt stressed coordination among staff and partnering agencies.

Director Gorin noted one comment that continue to be express is the ability to place utilities underground and wonder what help might be provided during the rebuilding stages.

Ms. Casey responded homeowners are unsure whether they have previous plans, or need to redesign; or rebuild with a developer or alone. However, there are architects and developers willing to provide support to rebuilding.

Furthermore, Ms. Casey explained possible incentive opportunities – through the state, PG&E, Sonoma Clean Power – for homeowners wishing to rebuild more energy efficient homes.

Director Coursey noted the rebuilding to present code will be beneficial for everyone and the aspiration to identify zero-net energy incentives to homeowners before 2020.

Chair Rabbitt discusses the concerns and commented on the discussion.

Director Mansell wondered about the current coordination and asked if there is an established system of tracking those who are rebuilding and who are not.

Chair Rabbitt responded these are individual decisions and mentioned the possibility of FEMA having this information.

Ms. Smith added there could be a combination of the real estate listings or permits pulled, and SCTA will be tracking permits of units built.

Director Coursey reminded the body the recovery efforts are still early and there is no set tracking system yet. However, one can infer from number of building permits issued.

Director Gorin agreed with the previous comments, that homeowners’ decisions of what to do changes every day, thus creating the difficulty to create a tracking system.

Chair Rabbitt reaffirmed the commitment to support homeowners on all fronts.

Chair Rabbitt opened for public comment.

Steve Birdlebough commented on the need to consider rebuilding in more density in the areas that are less exposed to wildfire.
4.3. **Community Affairs Report**

(_REPORT)*

Brant Arthur updated the Board of Directors on recent activities:

A survey for Highway 37 users, who use the highway a couple times a month to every day, is available until mid-January. So far 1,000 responses have been made.

Additionally, a phone survey on Regional Measure 3 for responses on potential projects in the North Bay are underway. Results are expected early in 2018.

A multifamily building enhancement workshop with BayREN will be held on December 14th and outreach efforts are ongoing.

Mr. Arthur highlighted a recent article in the Press Democrat on a bicycle share grant, in partnership with Transportation Authority of Marin, which was received by MTC. The bike share program is set to be placed along the SMART corridor.

Director Landman announced the Drive Evergreen program has sold closer to 600 electric vehicles, partly due to more car dealerships’ involvement in the program and more vehicles available.

### B. **RCPA Items**

4.4. RCPA Projects and Planning

4.4.1. **Activities Report**

(_REPORT)*

Lauren Casey featured a few items on the programmatic, implementation, and coordination efforts. A set of handouts were provided to Board of Directors.

Ms. Casey explained the 2017 Climate Change Scoping Plan. There is a significant change to the guidance to provide assistance to local governments.

Suzanne Smith commended Lauren Casey and Vern Ball for the efforts and the work with the Climate Action Plan (CAP).

The second handout presented is a letter in support for a federal carbon fee and dividend program.

Director Gorin expressed interest to work with other counties in the nation to support this direction.

Director Gurney commend Ms. Casey for appearing at the recent Sebastopol City Council meeting as they adopted a climate action resolution, modeled after the CAP.

Vice-Chair Russell added the Cloverdale City Council has requested to consider adopting a climate action resolution in January.

The Board of Directors expressed no opposition to sending the letter supporting a federal carbon fee and dividend program to the congressional delegation representing Sonoma County.

### C. **SCTA Items**

4.5. SCTA Planning

4.5.1. **Activities Report**

(_REPORT)*

Janet Spilman reported on the recent planning activities.

Ms. Spilman announced to the Board of Directors Dana Turrey, Seana Gause, and herself arrived in the ZipCar and spoke highly of the experience.

Additionally, a database has been created, with the assistance of city and county planners, to track all issued permits. This will help identify where
developments are going, what current obstacles exist, and what the trends are describing.

Director Mackenzie asked if other counties in the Bay Area are doing a similar database and expressed interest in promoting a regional database to track permitted projects.

Ms. Spilman responded that there is interest in the Bay Area.

4.6. SCTA Projects and Programming

4.6.1. **SB1** – initial programming for the Local Partnership Program funds for FY17/18 and FY 18/19 (ACTION)

Suzanne Smith reported on recent action from the CTC. There is a formula and a competitive element to this program. The staff report presented to the Board of Directors describes that SCTA is eligible to receive $579,000 in FY 17/18 and $573,000 in FY 18/19.

These funds must be programmed in FY 18/19 and staff have explored options for which projects that could be deliver.

Staff requests authorization to submit programming LLP funds for Highway 101 Marin-Sonoma Narrows C2 Phase in Petaluma, and OBAG 2 Bicycle and Pedestrian project in the City of Santa Rosa.

Applications for the projects are due December 15th, 2017.

Director Coursey moved to direct staff to submit the application with the two projects listed, Director Landman seconded. The motion was approved unanimously.

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

Seana Gause briefly updated the Board of Directors on the state highway projects.

Listed on the handout:

- **Project 6 – MSN B-3 (San Antonio Creek Bridge at Sonoma/Marin County Line)**
  - A set of photos of the deck of the San Antonio Bridge pouring were included in the handout.

- **Project 13 – State Route 37 Corridor**
  - The potential items for the January 4th policy committee meeting were described.

- **Project 16 – Highway 116/121 Intersection Improvements**
  - The approved EIR is now anticipated in spring 2018.
  - Additionally, paving on Highway 116 has been postponed until after the new year in cooperation with the City of Sebastopol.

5. Reports and Announcements

5.1. Executive Committee report

N/A

5.2. Regional agency Report

Sonoma Clean Power:

Briefly discussed under Item 4.3.

Bay Area Air Quality Management District:

N/A

Bay Conservation & Development Commission:

N/A
MTC:
Director Mackenzie reported on Regional Measure 3. Polling is currently under way and MTC will present the data on the December 20th Commission meeting. This will guide the January meeting to decide whether to send the legislation to the nine Bay Area counties Board of Supervisors for consideration to be placed on the June ballot.

SMART:
N/A

Golden Gate Bridge District:
N/A

5.3. Advisory Committee agendas*
Included in the agenda packet.

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

5.5. Announcements
The Board of Directors meeting location has been changed to the City of Santa Rosa Council Chambers. The next SCTA-RCPA Board of Directors meeting will be February 5th.

6. Adjourn
The SCTA/RCPA Board of Directors meeting adjourned at 5:41 p.m.
Staff Report

To: RCPA Board of Directors
From: Suzanne Smith, Executive Director
Item: 3.2 – Dunn Agreement for climate change policy advocacy
Date: February 5, 2018

Issue:
Shall the Board authorize staff to execute the attached agreement for professional services from Dunn Consulting?

Background:
Keith Dunn has been retained by the RCPA in several previous years to support legislative efforts including SB 1030 (McGuire) RCPA Sunset Removal and SB 564 (McGuire) Water Bill Savings Act, as well as to keep staff informed about developments related to the RCPA and SCTA legislative principles.

Staff found the support to be extremely useful and wishes to retain Dunn Consulting again in 2018 to maintain a strong awareness of and presence in Sacramento, especially to track policy developments that may increase funding for local programs or affect RCPA/SCTA members.

Policy Impacts:
Legislative engagement is necessary to advance the Mission, Goals, and Objectives of the RCPA and SCTA.

Fiscal Impacts:
The FY17/18 RCPA and SCTA budgets anticipated funding for legislative support services in the amount $15,000.

Staff Recommendation:
That the Board authorize the Executive Director to execute the attached agreement for consulting support.
Professional Services Agreement for Assistance with Climate Change Policy Advocacy

This agreement ("Agreement") is by and between Sonoma County Regional Climate Protection Authority ("RCPA") and Dunn Consulting, a sole proprietorship ("Consultant"). The Effective Date of this Agreement is January 1, 2018.

RECITALS

A. Consultant represents that he is duly qualified with expertise in climate change policy, advocacy, legislative strategy, and related services in the State of California.

B. Consultant will provide consulting services to RCPA in support of monitoring legislative activity, representing RCPA in various forums related to policy advocacy, and providing policy advice, strategy and implementation ideas in partnership RCPA staff and Board members.

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

AGREEMENT

1. RECITALS

1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

2.1. The following exhibits are attached hereto and incorporated herein:
   a. Exhibit A: Scope of Work
   b. Exhibit B: Insurance Requirements

3. SCOPE OF SERVICES

3.1. Consultant’s Specified Services: Consultant shall perform the services described in Exhibit A (Scope of Work), within the times or by the dates provided for in Exhibit A and pursuant to Article 9 (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.

3.2. Cooperation with RCPA: Consultant shall cooperate with RCPA in the performance of all work hereunder. Consultant shall coordinate the work with RCPA’s Project Manager. Contact information and mailing addresses:
3.3. RCPA Consultant

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<tr>
<td>Project Manager: Suzanne Smith</td>
<td>Contact: Keith Dunn</td>
</tr>
<tr>
<td>490 Mendocino Ave, Ste 206</td>
<td>1115 11th Street</td>
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<tr>
<td>Santa Rosa, CA 95401</td>
<td>Sacramento, CA 95814</td>
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<tr>
<td>Phone: 707-565-5374</td>
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<tr>
<td>Email: <a href="mailto:Suzanne.Smith@scta.ca.gov">Suzanne.Smith@scta.ca.gov</a></td>
<td>Email: <a href="mailto:keithdunn@me.com">keithdunn@me.com</a></td>
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3.4. Performance Standard and Standard of Care: Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of Consultant’s work by RCPA shall not operate as a waiver or release. RCPA has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. If RCPA determines that any of Consultant’s work is not in accordance with such level of competency and standard of care, RCPA, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with RCPA to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 6 (Termination); or (d) pursue any and all other remedies at law or in equity.

4. PAYMENT

4.1. Total Costs: Total costs under this Agreement shall not exceed $15,000.

4.2. Method of Payment: Consultant shall be paid in accordance with the following terms:
   a. Consultant shall receive a monthly retainer not to exceed $1,250.
   b. Expenses not expressly authorized by the Agreement shall not be reimbursed.

4.3. Invoices: Consultant shall submit its bills in arrears on a monthly basis, based on monthly retainer cap of $1,250.

4.4. Monthly Reports with Invoices: Payment of invoices is subject to receipt of the monthly reports required under Exhibit A.
5. **TERM OF AGREEMENT**

5.1. This Agreement shall expire on December 31, 2017, unless terminated earlier in accordance with the provisions of Article 6 (Termination).

6. **TERMINATION**

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

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

6.3. *Delivery of Work Product and Final Payment Upon Termination*: In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to RCPA all materials and work product subject to Paragraph 11.7 and shall submit to RCPA an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

6.4. *Payment Upon Termination*: Upon termination of this Agreement by RCPA, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination times the applicable hourly or daily rate; and further provided, however, that if RCPA terminates the Agreement for cause pursuant to Paragraph 6.2, RCPA shall deduct from such amounts the amount of damage, if any, sustained by RCPA by virtue of the breach of the Agreement by Consultant.

6.5. *Authority to Terminate*: RCPA’s right to terminate may be exercised by RCPA’s Executive Director.

7. **INDEMNIFICATION**

7.1. Consultant agrees to accept responsibility for loss or damage to any person or entity, including RCPA, and to defend, indemnify, hold harmless, and release RCPA, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person
or entity, including Consultant, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its agents, employees, contractors, subcontractors, or invitees hereunder, whether or not there is concurrent negligence on RCPA’s part, but, to the extent required by law, excluding liability due to RCPA’s conduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents, employees, contractors, subcontractors, or invitees under workers’ compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

8. **INSURANCE**

8.1. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit B (Insurance Requirements).

9. **PROSECUTION OF WORK**

9.1. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant’s performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

10. **EXTRA OR CHANGED WORK**

10.1. 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 RCPA’s Executive Director in a form approved by County Counsel. The parties expressly recognize that RCPA personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum merit for any and all extra work performed without such express and prior written authorization of RCPA.
11. REPRESENTATIONS OF CONSULTANT

11.1. Status of Consultant: The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of RCPA and is not entitled to participate in any pension plan, worker’s compensation plan, insurance, bonus, or similar benefits RCPA provides its employees. In the event RCPA exercises its right to terminate this Agreement pursuant to Article 6 (Termination), Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

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

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

11.4. Conflict of Interest: Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by RCPA, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with RCPA within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.

11.5. Nondiscrimination: Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
11.6. Assignment of Rights: Consultant assigns to RCPA all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to RCPA in this Agreement, and to refrain from taking any action which would impair those rights. Consultant’s responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as RCPA may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of RCPA. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of RCPA.

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

12. DEMAND FOR ASSURANCE

12.1. 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 12 limits RCPA’s right to terminate this Agreement pursuant to Article 6 (Termination).
13. **ASSIGNMENT AND DELEGATION**

13.1. **Consent:** 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.

13.2. **Subcontracts:** Notwithstanding the foregoing, Consultant may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.

13.3. **Change of Subcontractors or Subconsultants:** If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 13.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 13.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 13.2 above:

   a. Prior to entering into any contract with subconsultant, Consultant shall obtain RCPA approval of subconsultant. RCPA’s Board of Directors must approve the selection of any subconsultant if the amount payable to subconsultant under the agreement exceeds $25,000. In connection with such approval, Consultant shall provide RCPA with copies of the responses to Consultant’s Request for Proposals (RFP) to subconsultants, the names of key personnel who will be performing work under the agreement, and an explanation of Consultant’s reasons for choosing the recommended subconsultant based upon the criteria in the RFP.

   b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of RCPA in substantially the same form as that contained in Article 7, (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.

13.4. **Summary of Subconsultants’ Work:** Consultant shall provide RCPA with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.3. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

14. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS**

14.1. **Method of Delivery:** All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.
14.2. **Receipt:** 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 electronic means, 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 deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission 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 Article 14.

15. **MISCELLANEOUS PROVISIONS**

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

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

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

15.4. **No Third-Party Beneficiaries:** Except as provided in Article 7 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

15.5. **Applicable Law and Forum:** This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the city of Santa Rosa, in the County of Sonoma.
15.6. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

15.7. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

15.8. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

15.9. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Approved as to form:

By: __________________________
   Cory O’Donnell, RCPA Counsel

Date: __________________________

Sonoma County Regional Climate Protection Authority

By: __________________________
   Suzanne Smith
   Executive Director, RCPA

Date: __________________________

Dunn Consulting

By: __________________________
   Keith Dunn
   President, Dunn Consulting

Date: __________________________

Insurance Documentation is on file with RCPA
Exhibit A

Scope of Work

1. **TASKS**

1.1. Develop an advocacy strategy to help advance climate change policy matters important to RCPA;

1.2. Identify key stumbling blocks to successfully achieving policy advocacy and strategize how to overcome them;

1.3. Provide lobbying services specifically related to energy efficiency, renewable energy, drought, municipal financing and reducing GHG emissions from the transportation sector;

1.4. Work with RCPA representatives to implement the lobbying strategy;

1.5. Work with Sonoma County’s legislative delegation on climate change related policy activities;

1.6. Provide updates on the status of climate change legislation and related matters;

1.7. Inform policy and advocacy strategies for the Highway 37 corridor, adaptation funding for infrastructure and related financing and funding mechanisms;

1.8. Organize meetings in Sacramento as needed;

1.9. Provide monthly reports, letter format acceptable, along with invoices to RCPA;

1.10. File with state or federal officials any forms or reports required of lobbyists under state or federal law.
Exhibit B

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.

RCPA 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. **INSURANCE**

   1.1. **Workers Compensation and Employers Liability Insurance**
   a. Required if Consultant has employees.
   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.
   e. If Consultant currently has no employees, Consultant 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.

   1.2. **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 Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, RCPA 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 RCPA. Consultant is responsible for any deductible or self-insured retention and shall fund it upon RCPA’s written
request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the RCPA.

d. Sonoma County RCPA, its officers, agents, and employees, shall be additional insured(s) 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 Insurance Services Office 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.

1.3. **Automobile Liability Insurance**
   a. Minimum Limit: $300,000 Combined Single Limit per Accident; or Bodily Injury: $100,000 per person/$300,000 per accident and Property Damage: $50,000 per accident.

b. Required Evidence of Insurance:
   i. Copy of Auto Policy Declarations Page; or
   ii. Certificate of Insurance.

1.4. **Standards for Insurance Companies**
   a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best’s rating of at least A:VII.

1.5. **Documentation**
   a. The Certificate of Insurance must include the following reference: TW 13/14-152.

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 RCPA for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, or 1.3, above.

c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County RCPA, its officers, agents, and employees, 490 Mendocino Avenue, Suite 206, Santa Rosa, CA 95403-9019.
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.

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

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

To: SCTA/RCPA Board of Directors
From: Brant Arthur, Community Affairs Specialist
Re: 3.3 – Contract for website services with wpONcall
Date: February 5, 2018

Issue:

Shall the Board approve the proposed agreement with wpONcall to provide website security monitoring, backups and content support for the SCTA and RCPA websites?

Background:

SCTA staff has addressed all website updates and support needs for several years. There is an identified need for additional technical support to ensure that the SCTA and RCPA website remain functional and fully protected. Staff investigated several options for Wordpress maintenance and had previously reviewed Santa Rosa based wpONcall during the RFP for web design in 2016.

wpONcall provides a Premier Support plan that is used by several local non-profit and government websites. Services provided for the SCTA and RCPA websites would include:

- Website Plugin Updates - made on daily basis
- WordPress Updates - as they become available
- Daily Cloud Backups - for quick site restoration
- Daily Security Scan - with malware cleanup if needed
- Unlimited 30 minute tasks per month - this may include, but not limited to content updates, functionality fixes and miscellaneous support related to the website.

Policy Impacts:

None.

Fiscal Impacts:

The proposed annual fee to support SCTA and RCPA websites is $2,430 (10% off the monthly rate of $225).

Staff recommendation:

Staff recommends the Board authorize the Chair to execute the attached agreement.
This agreement is between wpONcall and Sonoma County Transportation Authority, herein referred to as Client.

**Client Information:**

**Organization:** Sonoma County Transportation Authority  
**Website(s):** the contact cover two (2) websites: scta.ca.gov and rcpa.ca.gov

1. **Authorization.**  
The above-named Client is engaging wpONcall as an independent contractor for the specific purpose of website maintenance services, herein after referred to as “Website Maintenance.”

2. **Scope of Monthly Work.**  
This contract covers the following website maintenance services:

- **Website Plugin Updates** - made on daily basis  
- **WordPress Updates** - as they become available  
- **Daily Cloud Backups** - for quick site restoration  
- **Daily Security Scan** - with malware cleanup if needed  
- **Unlimited 30 minute tasks per month** - this may include, but not limited to content updates, functionality fixes and miscellaneous support related to the website. 30 minutes of time is allowed for each request. Requests over 30 minutes are quoted as an hourly project at $85 per hour.

3. **Copyrights and Trademarks.**  
The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to wpONcall for inclusion are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend wpONcall and its subcontractors from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

4. **Payment Schedule.**  
Payment for services shall be made in accordance with the conditions contained in this contract. The Client and wpONcall agree that the services described in this contract, shall
be completed for $225 per month. The Client agrees to pay annually for maintenance service (which includes a 10% discount), totaling $2430 per year. This contract covers a period of one year, starting at the date the contract is signed and yearly payment is made. The contract will automatically convert to a month to month contract after one year unless renewed on an annual basis. All amounts must be in U.S. Dollars.

9. Legal Notice.
Notwithstanding anything to the contrary contained in this contract, neither wpONcall nor any of its employees or agents, warrants that the functions contained in the Website Maintenance will be uninterrupted or error-free. The entire risk as to the quality and performance of the Website Maintenance is with the Client. In no event will wpONcall and/or wpONcall be liable to the Client or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, the Hosting Service or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate this Website Maintenance, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, yours or your site visitor's computer or Internet software, even if wpONcall has been advised of the possibility of such damages.

10. This Agreement.
This agreement constitutes the sole agreement between wpONcall and the Client regarding this Website Maintenance. Any additional work not specified in this contract or any other amendment or modification to this contract must be authorized by a written request signed by both Client and wpONcall.

The undersigned hereby agree to the terms, conditions and stipulations of this agreement on behalf of his or her organization or business. This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

AGREED TO:

Client
Name (Printed)_____________________________________ Date ________________

Signed____________________________________________

wpONcall
Name (Printed)_____________________________________ Date________________

Signed____________________________________________
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 YEARS OF SERVICE OF LAUREN CASEY AS THE DIRECTOR OF CLIMATE PROGRAMS FOCUSED ON COMMUNITYWIDE CLIMATE ACTION

WHEREAS, Lauren Casey has served as staff to the RCPA since November 2012; and

WHEREAS, in her time at the RCPA Lauren Casey has initiated, managed and completed numerous efforts that advanced programs and projects focused on energy efficiency, renewable energy, clean transportation and climate planning; and

WHEREAS, Lauren Casey has been an exemplary public servant; she performs her work knowledgeably with enthusiasm, commitment, and creativity; and

WHEREAS, as Director of Climate Programs, Lauren Casey has led countywide efforts to reduce greenhouse gas emissions and prepare for local climate change impacts, administered programs relating to climate change, facilitated strong collaboration with local jurisdictions and agencies, participated in state and regional collaboratives to advance climate action, administered multiple grants, and has worked with many partners to build a climate ready future for Sonoma County; and

WHEREAS, Lauren Casey has performed the abovementioned tasks and many more in a manner that instilled confidence, juggled unique needs, and provided results; and

WHEREAS, Lauren Casey has been a remarkable champion for climate issues and an exemplary leader of the RCPA team; she will be greatly missed by her co-workers who value her expertise, thoughtfulness, and humanity; in addition to her wit, brilliance, and positive attitude.

NOW, THEREFORE, BE IT RESOLVED that the Sonoma County Transportation Authority and Regional Climate Protection Authority do hereby express appreciation for the years of service given by Lauren Casey as the Director of Climate Programs.

THE FOREGOING RESOLUTION was adopted by acclamation of the Sonoma County Transportation Authority and Regional Climate Protection Authority this fifth day of February, two thousand and eighteen.

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

SO ORDERED

MADOLYN AGRIMONTI  CHRIS COURSEY  SUSAN GORIN
SARAH GURNEY  MARK LANDMAN  JAKE MACKENZIE
BRIGETTE MANSELL  KATHY MILLER  DAVID RABBITT
CAROL RUSSELL  SAM SALMON  SHIRLEE ZANE
Staff Report

To: RCPA Board of Directors
From: Carolyn Glanton, Climate Action Coordinator
Item: 3.5 – Bay Area Regional Energy Network Agreements for 2018
Date: February 5, 2018

**Issue:**
Should the RCPA execute the Funding and Implementation Agreement for 2018 - BayREN Program Implementation Plan between RCPA and the Association of Bay Area Governments (ABAG)? Should the RCPA execute the Agreement with Frontier Energy for continued services related to the Bay Area Regional Energy Network Pay As You Save (PAYS®) program?

**Background:**
The Bay Area Energy Network (BayREN) is a collaboration of the nine counties of the Bay Area created to administer energy efficiency programs funded by the California Public Utilities Commission (CPUC). BayREN programs are administered by ABAG in partnership with the RCPA and similar county agencies from the region. Info can be found at [www.bayren.org](http://www.bayren.org).

The CPUC currently authorizes program budgets annually on a calendar year so ABAG must update the agreement for local program implementers each year to reflect the current approved budget. Funding for BayREN is passed to ABAG through PG&E. This agreement with ABAG is necessary to deliver BayREN programs in 2018. BayREN programs administered in Sonoma County include single family and multifamily programs, codes and standards, commercial PACE and the water bill savings program (formerly Pay As You Save). Subcontracting with Frontier Energy is necessary for the water bill savings program. The funding for the 2018 agreement represents a similar level as previous years and was forecasted in the RCPA budget.

The BayREN Business Plan is awaiting approval from the CPUC; the updated plan would include additional funds for wildfire recovery efforts through codes and standards.

**Policy Impacts:**
BayREN programs advance the RCPA Mission, Goals, and Objectives.

**Fiscal Impacts:**
The FY17/18 budget anticipated BayREN funding in the amount awarded, $408,718.

**Staff Recommendation:**
That the Board approve agreement RCPA18006 with ABAG and RCPA18007 with Frontier Energy.
This BayREN Member: Sonoma County Regional Climate Protection Authority  
Address:  
490 Mendocino Ave.  
Suite 206  
Santa Rosa, CA 95401  

Contact: Suzanne Smith, Executive Director  
Phone: (707) 565-5373  
Email: suzanne.smith@scta.ca.gov  

Effective Date: January 1, 2018  

Background  

A. BayREN. The San Francisco Bay Area Regional Energy Network (BayREN) consists of ten (10) public entities: Association of Bay Area Governments (ABAG), City and County of San Francisco (SF), Energy Council (StopWaste), County of Contra Costa (Contra Costa), County of Marin (Marin), County of Napa (Napa), County of San Mateo (San Mateo), County of Santa Clara (Santa Clara), County of Solano, (Solano), and Regional Climate Protection Authority (“RCPA”), on behalf of Sonoma County, (referenced collectively or generically as Members) that have entered into Restated and Revised Memorandum of Understanding with regards to the San Francisco Bay Area Regional Energy Network (MOU).  

B. CPUC Decision. On October 28, 2016 the California Public Utilities Commission (CPUC) issued D.15-10-028 (2016 Decision) approving, among other things, budget to fund implementation of activities through 2025. The Decision also directed Pacific Gas & Electric Company (PG&E) to enter into an annual contract with BayREN to provide funding for the activities identified in the existing Program Implementation Plan (PIP).  

1. Definitions.
   (a) ‘Assigned 2018 Scope of Work (SOW)’ means the tasks and requirements of the PIP that are initially assigned to RCPA in this 2018 Agreement as it may be modified from time to time under this Agreement.
   (b) ‘2018 Allocated Budget’ means the funds available under the 2018 Funding Agreement that are initially allocated to RCPA in this Agreement for implementing the Assigned 2018 SOW as it may be modified from time to time under this 2018 Agreement.
   (c) ‘Incentives’ means the funds available to pay property owners or contractors upon successful completion of an approved energy efficiency project that meets the requirements of the PIP.
   (d) ‘Guarantees’ means the funds available for allocation to lending institutions as security against defaults on eligible energy efficiency loans pursuant to the PIP.
   (e) ‘Revolving Loans’ means funds available as loans to property owners to be used to pay for approved energy efficiency retrofits, and then repaid to ABAG to make subsequent loans pursuant to the PIP.

2. PIP Implementation. All Members, including RCPA, agree that the primary purpose of this 2018 Agreement is to successfully implement the PIP that the coordinated and collaborative process set forth in the Restated and Revised MOU is the agreed upon means for the Members to do so and that strategic management of the implementation is a critical part of the approach.
   (a) As of the Effective Date, the Members, including RCPA, have agreed on the initial overall assignment of tasks and requirements of the PIP, and the allocation of the associated funding, to individual Members including RCPA, set forth in Attachment 1 for 2018.
   (b) As of the Effective Date, the Members, including RCPA, have agreed on the initial assignment of tasks and requirements for individual programs in all the 2018 SOWs, and the allocation of the associated funding, to individual Members. If RCPA has been assigned tasks, requirements and budgets for a particular program, then an attachment describing the corresponding scope of work and budget will be attached to this 2018 Agreement and numbered as follows:
      (1) Single Family Scope of Work and Budget, Attachment 1A for 2018
      (2) Multifamily Scope of Work and Budget, Attachment 1B for 2018
      (3) Codes and Standards Scope of Work and Budget, Attachment 1C for 2018
      (4) Commercial PACE (Property Assessed Clean Energy) Scope of Work and Budget, Attachment 1D for 2018
      (5) Pay-as-you-Save Scope of Work and Budget, Attachment 1E for 2018
   (c) The maximum hourly rates for each labor category for RCPA’s employees performing under this 2018 Agreement are set forth in Attachment 3 for 2018. RCPA may invoice for the actual employee hours expended in performing under this 2018 Agreement at an hourly rate up to the maximum rate.
   (d) RCPA acknowledges that:
      (1) Other Members, except ABAG, are third party beneficiaries of this 2018 Agreement;
(2) ABAG and each of the other Members will enter into an agreement comparable to this 2018 Agreement whereby each other Member, including ABAG, will accept the initial assignment of tasks and requirements of the 2018 PIP and the associated allocation of funding set forth in Attachment 1 for 2018 and Attachment 1A through Attachment 1F, if any, and
(3) RCPA is a third party beneficiary of each agreement described in subsection (b)(2).

(e) As of the Effective Date, RCPA is a signatory to the Restated and Revised MOU. RCPA intends to participate in the activities conducted under the Restated and Revised MOU throughout the term of this 2018 Agreement.

3. Changes to PIP Implementation. Under the Restated and Revised MOU, RCPA will work with the other Members to coordinate and collaborate on implementation of the PIP and to monitor PIP implementation.

4. Implementation Process. RCPA will implement the 2018 SOW in conformity with this 2018 Agreement and the 2018 Funding Agreement, including without limitation, the following provisions of the 2018 Funding Agreement:
   (a) applicable provisions of Exhibit A, Contingency Provisions, to the General Conditions,
   (b) section 2, Program Requirements, of the Specific Conditions,
   (c) section 6, Approval of Marketing Materials and Media that Include PG&E Name, Trademark or Logo, of the Specific Conditions, and
   (d) section 7, Substantiation of Claims Using PG&E's Logo, of the Specific Conditions.

5. Maximum Budget and Allocated Budget.
   (a) The initial Allocated 2018 Budget is Four-Hundred Eight Thousand, Seven Hundred Eighteen Dollars ($408,718) as described in Attachment 1.
   (b) Draws on Incentives, Guarantees and Revolving Loans funds are not included in the Maximum or Allocated Budget.

   (a) ABAG will reimburse RCPA based on time expended in implementing the 2018 SOW. The amount of the reimbursement will be based on the invoices submitted by RCPA in accordance with subsection (c). RCPA will not charge, and ABAG will not pay, any additional sums for work performed, except for allowed reimbursable costs.
   (b) RCPA will be paid in arrears, based upon invoices submitted by RCPA to ABAG. RCPA will submit invoices for payment no more frequently than once monthly. ABAG will promptly review RCPA's invoices, approve or disapprove them for payment and submit approved invoices to PG&E. ABAG will pay RCPA within ten (10) working days after receipt of payment from PG&E. Each invoice shall specify the hourly rates for the individuals, or categories of individuals, as the case may be, that are listed in Attachment 3.
for 2018. The invoice will separately itemize reimbursable costs and other allowable charges with supporting documentation attached.

7. Assurances and Warranties Regarding Implementation of PIP. RCPA acknowledges that under the 2017 Funding Agreement, ABAG provided PG&E certain assurances and warranties regarding implementation of the PIP and that such assurance and warranties rest upon the actions of individual Members’ implementation of their assigned tasks and requirements. RCPA acknowledges that ABAG entered into the 2017 Funding Agreement and this Agreement and that each of the Members entered into an agreement comparable to this Agreement in reliance on RCPA’s representations and warranties.

(a) RCPA represents and warrants to each of the other Members, including ABAG, that it will implement, or cause to be implemented, the 2018 SOW in conformity with the Decision and all applicable Federal, State (CPUC), and local statutes, regulations and administrative decisions, rulings and guidelines.

(b) RCPA warrants to each of the other Members, including ABAG, that it will implement, or cause to be implemented, the 2018 SOW with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the 2018 SOW is implemented so as to ensure that the services performed are correct and appropriate for the purposes contemplated in this 2018 Agreement and related specifications.

8. Infringement Protection. RCPA represents to each of the other Members, including ABAG, that the material to be prepared under this 2018 Agreement will not infringe upon the copyright, patent or license, or otherwise violate the proprietary rights, including trade secret rights, of any person or entity. RCPA agrees to indemnify and hold each of the other Members, the CPUC and PG&E (for the purposes of this section only, Indemnitees) harmless from and against any and all liabilities, costs and damages arising out of any such infringement, and from any suit, demand or claim made against Indemnitees alleging any such infringement or violation. In addition to the foregoing, if there is such a suit, demand or claim, RCPA agrees, as soon as possible, to either procure for the affected Indemnitee(s) the right to continue using the material, replace the material with non-infringing material or modify it so it becomes noninfringing; provided, however that the replaced or modified material shall be equal to that contracted for hereunder and satisfactory to the affected Indemnitee(s). RCPA further agrees to pay any judgment or reasonable settlement offer resulting from a suit, demand or claim.

9. Indemnification. All Members, including RCPA, acknowledge that under the 2017 Funding Agreement ABAG has agreed, on behalf of the Members, to indemnify, hold harmless and defend the CPUC and PG&E. In recognition of this obligation, RCPA shall indemnify, hold harmless and defend the CPUC, PG&E and their respective members, affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees (for the purposes of this section only, Indemnitees), from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any:
(a) injury to or death of persons
(b) injury to property;

(c) violation of local, state, or federal common law, statute or regulation, including but not limited to environmental laws or regulations;

(d) strict liability imposed by any law or regulation;

so long as such injury, violation, or strict liability (as set forth in subsections (a) - (d) above) arises from RCPA's performance of, or failure to perform, this Agreement, however caused excepting only such loss, damage, cost, expense, liability, strict liability, or violation of law or regulation that is caused by the sole negligence or willful misconduct of the Indemnitees.

10. **Termination.** This Agreement will terminate effective December 31, 2018 or the date the 2017 Funding Agreement is terminated, whichever occurs earlier.

11. **Records/Audit.** RCPA shall keep complete and accurate books and records of all financial aspects of its relationship with ABAG in accordance with generally-accepted accounting principles. RCPA shall permit authorized representatives of ABAG and/or PG&E or the CPUC to inspect, copy, and audit all data and records of RCPA relating to its performance of services under this Agreement. RCPA shall maintain all such data and records in accordance with the requirement of the 2017 Funding Agreement.

12. **Headings.** The descriptive headings used in this 2018 Agreement are for convenience only and shall not control or affect the meaning or construction of any of its provisions.

13. **Governing Law.** This 2018 Agreement will be construed and enforced in accordance with the laws of the State of California.

14. **Severability.** Should any part of this 2018 Agreement be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this 2018 Agreement, which shall continue in full force and effect; provided that, the remainder of this 2018 Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
IN WITNESS WHEREOF, RCPA has duly executed this Agreement, or caused it to be duly executed, and ABAG has duly executed this Agreement, or caused it to be duly executed.

RCPA

Dated: ________________________   __________________________________

Suzanne Smith
Executive Director

Dated: ________________________   __________________________________

Steve Heminger
Metropolitan Transportation Commission
Executive Director
Acting pursuant to the Contract for Services dated May 30, 2017

Approved as to Legal Form:

____________________________

Adrienne D. Weil
Metropolitan Transportation Commission
General Counsel

J:\CONTRACT\Contracts-New\CON 17-18\ABAG\Energy\BayREN\Calendar Year 2018\Sonoma-RCPA\BayREN Implementation Agreement 2018 RCPA final.docx
APPENDIX A for 2018

FUNDING AND IMPLEMENTATION AGREEMENT

BAYREN PROGRAM IMPLEMENTATION PLAN 2018
Contract Work Authorization (CWA) Change Order

This is Change Order ("CO") No. 2 to Contract Work Authorization No. 2501329994 dated 01/06/2016 issued under and pursuant to the Blanket Agreement or Master Service Agreement No. 4400007460 dated 02/11/2013 (the "MSA") between the below-named Contractor ("Contractor"), a California corporation, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's Legal Name: Association of Bay Area Governments (ABAG)
Contractor's Address: PO Box 2050
Oakland, CA 94604

Project Name: Bay Area Regional Energy Network (BayREN)- Single and Multi-family Incentive Payments
Job Location: Various PG&E Territories

CHANGES: The Parties hereby modify the Contract Work Authorization referenced above as follows:
This Change Order does the following:

1. Revises the value of the CWA per Pricing Changes below;
2. Extends the Term date of the CWA until 12/31/2019.

ATTACHMENTS: The following are attached to this CWA Change Order and incorporated herein by this reference.
Attachment No. N/A

This Change Order represents full and final consideration for the changes described herein, including but not limited to all adjustments to price, schedule, guaranteed dates, and performance criteria.

**PRICING CHANGES:**

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All other terms and conditions of the CWA, as it may have been amended by previous CWA Change Order(s), if any, shall remain the same.

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CWA CHANGE ORDER.

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<tr>
<td>Name</td>
<td>Steven Coleman</td>
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<tr>
<td>Title</td>
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<tr>
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| Signature                        |                                                                 |
| Name                             | Brad Paul                                             |
| Title                            | Acting Executive Director                             |
| Date                             | 1/4/17                                                 |

L.W.

62-1689 CWA (12-1-08) Sourcing
### ADMINISTRATION

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<th>PG&amp;E Negotiator</th>
<th>Contractor Representative</th>
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<tr>
<td>Ana Milena Gergen</td>
<td>Jennifer Berg</td>
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</tbody>
</table>

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<td><a href="mailto:JennyB@dpag.ca.gov">JennyB@dpag.ca.gov</a></td>
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<td>V.P.</td>
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Contract Work Authorization (CWA) Change Order

This is Change Order ("CO") No. 3 to Contract Work Authorization No. 250132995 dated 01/06/2016 issued under and pursuant to the Blanket Agreement or Master Service Agreement No. 4400007460 dated 02/11/2013 (the "MSA") between the below-named Contractor ("Contractor"), a California corporation, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's Legal Name: Association of Bay Area Governments (ABAG)

Contractor's Address: PO Box 2050
Oakland, CA 94604

Project Name: Bay Area Regional Energy Network (BayREN)

Job Location: Various PG&E Territories

Changes: The Parties hereby modify the Contract Work Authorization referenced above as follows:

This Change Order 1 does the following:

1. Revises the value of the CWA per Pricing Changes below;
2. Extends the Term date of the CWA until 12/31/2019.

Attachments: The following are attached to this CWA Change Order and incorporated herein by this reference.

Attachment No. N/A

This Change Order represents full and final consideration for the changes described herein, including but not limited to all adjustments to price, schedule, guaranteed dates, and performance criteria.

Pricing Changes:

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All other terms and conditions of the CWA, as it may have been amended by previous CWA Change Order(s), if any, shall remain the same.

The Parties, by signature of their authorized representatives, hereby agree to the terms of this CWA Change Order.

Pacific Gas and Electric Company

Contractor: Association of Bay Area Governments (ABAG)

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<td>Name</td>
<td>Steve Coleman</td>
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<td>Title</td>
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PG&E

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<tr>
<td>Name</td>
<td>Brad Paul</td>
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<tr>
<td>Title</td>
<td>Acting Executive Director</td>
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<tr>
<td>Date</td>
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| Accounting Reference  |                                           |                            |                  |

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</table>

62-1689 CWA (12-1-08)   Sourcing
ATTACHMENT 1 for 2018

FUNDING AND IMPLEMENTATION AGREEMENT

BAYREN PROGRAM IMPLEMENTATION PLAN 2018
Single-Family Program

The **Single Family** Program will continue to implement the Energy Upgrade California™ Home Upgrade program in the nine Bay Area counties. Home Upgrade helps you identify ways to strengthen a home’s energy efficiency, including teaching homeowners how heating, air conditioning, insulation, water, and other systems work together and which improvements will most effectively improve a home’s comfort and reduce energy consumption.

Home Upgrade has a network of specially trained Participating Contractors in the Bay Area. Services offered through the Single Family program include:

- Marketing and outreach (regional and local)
- Targeted Audit Incentives for completed PG&E Advanced Home Upgrade program
- Home Upgrade Advisor
- Home Upgrade Rebate Program
- Contractor training, mentoring, and outreach

<table>
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<tr>
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**2018 Initial Budget**

|                      | $343,260.00    | $1,210,409.00 | $594,580.00         | $5,025,000.00 | $7,173,249.00 |

*The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for bill-payer funded Energy Efficiency work.*
**Multifamily Program**

Energy Upgrade California’s Bay Area Multifamily Building Enhancements offers cash rebates and no-cost energy consulting for multifamily properties that undertake energy and water upgrades. The program assists in planning energy saving improvements designed to save 15% or more of a building’s energy and water usage and provides $750 per unit in rebates to help pay for the upgrade. The program is open to multifamily buildings with five or more attached dwelling units in the nine county Bay Area.

The BayREN members will provide services in their jurisdictions to support the BayREN Multifamily program. These tasks include local outreach to recruit property owners, support to the consultant providing technical assistance services to local property owners, assistance with recruiting contractors for trainings, and coordination with the BayREN Multifamily Committee. San Francisco will provide technical assistance to multifamily properties in the City and County of San Francisco.

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**2018 Initial Budget**  
$396,400.00  $2,181,700.00  $148,500.00  $3,750,000.00  $6,476,600.00

*The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for bill-payer funded Energy Efficiency work.*
Codes & Standards Program

The Codes and Standards program promotes an integrated, measurement-driven management process for enhancing energy code compliance. Members will assist with local trainings, regional forums and compliance assessment. The program’s goals include:

- Examine existing energy code compliance rates in the Bay Area
- Assist in the creation and sharing of best practices for increasing compliance with Energy Code and Green Building standards
- Direct Bay Area building professionals to existing trainings and create additional trainings where gaps exist
- Promote “reach codes” that strengthen local agency efforts to improve energy efficiency standards and encourage greater use of renewable and sustainable materials in building construction

BayREN trainings are designed to educate both local officials and the private sector building community in key aspects of code compliance and enforcement. Training topics are offered as a series and each training series addresses specific energy code compliance strategies and best practices. Trainings can be delivered as one 60-90 minute Short Course or as a 3-4 hour Long Course.

### Codes & Standards Program

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The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for bill-payer funded Energy Efficiency work.

Funding and Implementation Agreement
Attachment 1 for 2018
Financing Programs

Commercial Property Assessed Clean Energy (PACE)

Property Assessed Clean Energy was first piloted in the City of Berkeley in 2008 as a way to help property owners install more clean energy projects, such as high efficiency HVAC and solar panels, by overcoming the high "first-cost" barrier. PACE programs allow qualified property owners in a community to obtain affordable, long-term financing for energy efficiency, renewable energy, and water conservation improvements, and repay it through their secured property tax bills. The PACE structure builds on decades of land-secured financing experience and provides security to project investors, enabling easy access to capital at competitive rates and longer payment periods than traditional loans.

PACE also offers many advantages over other types of financing for clean energy projects:

- PACE is a customer-oriented program, with an emphasis on quality projects, highly trained contractors, and unique consumer protection measures.
- If a property owner has a positive payment history for the mortgage and property taxes, and has equity in the property, they probably qualify for PACE.
- Application processes are simple and straightforward, and approvals are quick.
- Under State law, a PACE assessment automatically stays with the property upon transfer of ownership.

### Commercial PACE

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| 2018 Initial Budget     | $37,300.00     | $209,205.00    | $5,000.00           | $0         | $251,505.00   |

The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for bill-payer funded Energy Efficiency work.
Financing Programs

Pay As You Save (PAYS)

The BayREN PAYS® (Pay As You Save®) program is a joint effort of Bay Area cities and counties and their water agencies to partner in the implementation of a unique on-bill program that allows municipal water utility customers to pay for efficiency improvements through a monthly charge attached to their meter, with no up-front costs and the assurance that their utility bill savings will exceed the program charge.

PAYS on-bill programs certify contractors and products to deliver projects that will produce enough customer bill savings to cover the costs of installation, capital, and program management. An independent Program Operator typically supports the Utility with Contractor oversight and project quality assurance activities to ensure proper measure installation and provide for data tracking and reporting. The Utility may use internal resources, or a third-party Capital Provider, to fund the up-front costs of measures. All program costs are paid back over time by the Customer.

With PAYS, utilities can rapidly increase customer participation in resource efficiency programs with minimal cost and risk to the utility. PAYS can help utilities:

- Serve all types of customers (single and multifamily, commercial, and municipal)
- Increase program effectiveness to meet or exceed program goals
- Free up existing rebate funds so they can be used for more strategic purposes

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2018 Initial Budget: $35,610.00 $256,085.00 $69,451.00 $0 $361,146.00

The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for bill-payer funded Energy Efficiency work.
Financing Programs

Multifamily Capital Advance

Multifamily property owners can access zero percent interest capital to make energy efficiency improvements to multifamily buildings located within the Bay Area. The BAMCAP program works collaboratively with its customers and Participating Lenders to establish the appropriate collateral structure for each transition. Each Participating Lender has a different minimum loan amount.

The program’s share of the financing is limited to no more than 50% of the cost of the approved scope of work minus any program incentives. In addition, the share of the financing is up to $5,000 per unit or $500,000 per project, whichever is less.

In order to benefit from BAMCAP, your lender must agree to participate in the program. The program consultants will work with you to develop a qualifying scope. Scopes that qualify for the BAMBE cash rebate or for PG&E’s Multifamily Upgrade Program will qualify for this financing offer.

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The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for bill-payer funded Energy Efficiency work.
ATTACHMENT 1A for 2018

FUNDING AND IMPLEMENTATION AGREEMENT

BAYREN PROGRAM IMPLEMENTATION PLAN 2018
ATTACHMENT 1A for 2018
RCPA, on behalf of Sonoma County

Scope of Work
BayREN Single Family Program

Budget NTE: $53,772

The BayREN Counties will provide services in their jurisdictions to support the BayREN Single Family program. These tasks include local outreach to single family homeowners; contractor recruitment, support and engagement and coordination with the BayREN Single Family Committee and Coordinating Circle. The total budget for Sonoma County is $53,772. Tasks below are based on local budget and capacity to deliver services.

1. **Admin - Cross Link for Sonoma County**
   Purpose: Representing Sonoma County context within BayREN
   Role Accountabilities:
   - Removing constraints within BayREN that limit its ability to collaborate and deliver effective programs
   - Seeking to understand Tensions conveyed by any of Sonoma County’s stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into Coordinating Circle for processing
   - Sharing the perspective of Sonoma County stakeholders
   - Communicating with Sonoma County’s stakeholders about BayREN programs and activities
   - Sharing progress, performance, and strategic data and information with the Coordinating Circle
   - Coordinating with local Energy Watch/Local Government Partnership and other Sonoma County programs.
   - Establishing that member has been selected by its county to act on its behalf
   - Ensuring that member has expertise and experience in energy-related project management and implementation
   - Ensuring invoices and reporting are submitted to Program Administrator in a timely manner
   - Developing and reviewing program performance, and program and pilot recommendations
   - Reviewing and authorizing program changes
   - Coordinating with other Regional Energy Networks, e.g., program implementation tactics, program design, program performance, mutual objective-building, etc.
   - Implementing BayREN communication strategies in Sonoma County
2. **Marketing & Outreach – Single Family Local Outreach**  
**Purpose:** Support the Single Family program at the county level  
**Role Accountabilities:**  
- Provide program support and information to potential and participating contractors.  
- Maintaining and develop relationships with local real estate associations and groups by presenting at eight relevant realtor meetings.  
- Organize two realtor networking events to promote Home Upgrade and one local contractor roundtable or networking event.  
- Coordinate tabling and outreach at one event.  
- Coordinate four presentations to homeowner community groups, organizations, and/or employers.  
- Establish one partnerships with a local organization to promote Home Upgrade.  
- Identify one homeowner case study.  
- Create and/or maintain stakeholder partnerships such as local cities, Energy Watch programs, Marin Clean Energy and Community Based Organizations to assist in outreach of the program.  
- Printing of program collateral.  
- Hosting program information on local website(s).  
- Providing Program Lead with local information, contacts and data that support and promote the Program.  
- Reporting on best and highest performing activities to the Single Family Circle.  
- Analyzing local program performance to identify gaps and recommendations to Program Lead.

**Budget**

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ATTACHMENT 1B for 2018

FUNDING AND IMPLEMENTATION AGREEMENT

BAYREN PROGRAM IMPLEMENTATION PLAN 2018
ATTACHMENT 1B for 2018
RCPA, on behalf of Sonoma County

Scope of Work
BayREN Multifamily Program
Budget NTE: $20,600

Each of the BayREN participating members, including Sonoma, will provide services in their jurisdictions to support the BayREN Multifamily program. These tasks include local outreach to recruit property owners, support to the consultant providing technical assistance services to local property owners, assistance with recruiting contractors for trainings, and coordination with the BayREN Multifamily Committee and Coordinating Circle. The total budget for Sonoma is $20,600.

1. Admin - Cross Link for Sonoma County
   Purpose: Representing Sonoma County context within BayREN
   Role Accountabilities:
   - Removing constraints within BayREN that limit its ability to collaborate and deliver effective programs
   - Seeking to understand Tensions conveyed by any of Sonoma County’s stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into Coordinating Circle for processing
   - Sharing the perspective of Sonoma County stakeholders
   - Communicating with Sonoma County’s stakeholders about BayREN programs and activities
   - Sharing progress, performance, and strategic data and information with the Coordinating Circle
   - Coordinating with local Energy Watch/Local Government Partnership and other Sonoma County programs.
   - Establishing that member has been selected by its county to act on its behalf
   - Ensuring that member has expertise and experience in energy-related project management and implementation
   - Ensuring invoices and reporting are submitted to Program Administrator in a timely manner
   - Developing and reviewing program performance, and program and pilot recommendations
   - Reviewing and authorizing program changes
   - Coordinating with other Regional Energy Networks, e.g., program implementation tactics, program design, program performance, mutual objective-building, etc.
   - Implementing BayREN communication strategies in Sonoma County
2. **Marketing and Outreach – Local Outreach**

**Purpose:** Support the multifamily program at the county level

**Role Accountabilities:**

- Recruiting property owners and contractors through local activities and events
- Ensuring outreach is done in all jurisdictions within the member county (towns, cities, unincorporated areas, etc.)
- Planning and organization of one local outreach activity
- Coordinating with cities within the County, Energy Watch/Local Government Partnership, and other local programs
- Hosting program information on local website(s) and suggesting local media and social media outlets for program content
- Providing Program Lead with local information, contacts and data that support and promote the Program
- Gathering information needed for assembling workable multifamily property owner contact lists
- Reporting on best and highest performing activities to the Multifamily Circle
- Coordinating with local jurisdictions on ways to recognize past multifamily program participants.
- Supporting lead link with market analysis studies by providing outreach data requested
- Working with local jurisdictions to distribute case study content through available media (press releases, websites, newsletters, social media, etc.)

**Budget**

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ATTACHMENT 1C for 2018
RCPA, on behalf of Sonoma County

Scope of Work
BayREN Codes & Standards Program
Budget NTE: $29,700

The BayREN Counties will provide services in their jurisdictions to support the BayREN Codes & Standards Program. These tasks include: coordination with the BayREN Codes and Standards Committee and Coordinating Circle; promotion of trainings, over the counter and electronic compliance improvement tools, regional forums, and reach code and zero net energy (ZNE) policy resources; and engagement with the Bay Area chapters of the International Code Council (ICC), City and County Board of Supervisors, local governments within their respective County and other key stakeholders (local contractor and building professional groups/associations, property owner and building operator associations, etc.). The total budget for the Sonoma for is $29,700. Tasks below are assigned based on local budget and capacity to deliver services.

1. **Admin - Cross Link for Sonoma County**
   **Purpose:** Representing Sonoma County context within BayREN
   **Role Accountabilities:**
   - Removing constraints within BayREN that limit its ability to collaborate and deliver effective programs
   - Seeking to understand Tensions conveyed by any of Sonoma County’s stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into Coordinating Circle for processing
   - Sharing the perspective of Sonoma County stakeholders
   - Communicating with Sonoma County’s stakeholders about BayREN programs and activities
   - Sharing progress, performance, and strategic data and information with the Coordinating Circle
   - Coordinating with local Energy Watch/Local Government Partnership and other Sonoma County programs.
   - Establishing that member has been selected by its county to act on its behalf
   - Ensuring that member has expertise and experience in energy-related project management and implementation
   - Ensuring invoices and reporting are submitted to Program Administrator in a timely manner
   - Developing and reviewing program performance, and program and pilot recommendations
   - Reviewing and authorizing program changes
2. **Implementation – Local Outreach**

**Purpose:** Support the Codes & Standards program at the county level

**Role Accountabilities:**

- Communicating with County of Sonoma stakeholders about BayREN programs and activities
-Seeking to understand tensions conveyed by any of County of Sonoma stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into Coordinating Circle for processing
- Sharing the perspective of County of Sonoma stakeholders
- Coordinating with local Energy Watch/Local Government Partnership and other County programs
- Coordinating with other Regional Energy Networks, e.g., program implementation tactics, program design, program performance, mutual objective-building, etc.
- Providing email, phone and other marketing for regional forum events
- Recruiting local governments for hosting trainings from the BayREN curriculum or specialty trainings developed in the program
- Researching, supporting, and advocating for specific energy policy at the local government level
- Providing local coordination and assistance in follow up for jurisdictions that may benefit from or be interested in BayREN compliance improvement tools
- Providing Program Lead with local information, contacts and data that support and promote the Program
- Reporting on best practices and highest performing activities to the Codes and Standards Committee
- Analyzing local program performance to identify gaps and recommendations to Program Lead

**Implementation - Reach Codes Subcommittee**

**Purpose:** Support C&S program reach code activities

**Role Accountabilities:**

- Participate in reach codes committee and manage ZNE pilot program
### Budget

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ATTACHMENT 1D for 2018
Sonoma County
Scope of Work
BayREN Commercial PACE Program
Budget NTE: $700

Sonoma will provide administrative tasks in its capacity as a Cross Link and for participation in the Coordinating Circle, as well as providing regulatory participation. The total budget is $700.

1. **Admin - Cross Link for Sonoma County**
   
   **Purpose:** Representing Sonoma County context within BayREN

   **Role Accountabilities:**

   - Removing constraints within BayREN that limit its ability to collaborate and deliver effective programs
   - Seeking to understand Tensions conveyed by any of Sonoma County’s stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into Coordinating Circle for processing
   - Sharing the perspective of Sonoma County stakeholders
   - Communicating with Sonoma County’s stakeholders about BayREN programs and activities
   - Sharing progress, performance, and strategic data and information with the Coordinating Circle
   - Coordinating with local Energy Watch/Local Government Partnership and other Sonoma County programs.
   - Establishing that member has been selected by its county to act on its behalf
   - Ensuring that member has expertise and experience in energy-related project management and implementation
   - Ensuring invoices and reporting are submitted to Program Administrator in a timely manner
   - Developing and reviewing program performance, and program and pilot recommendations
   - Reviewing and authorizing program changes
   - Coordinating with other Regional Energy Networks, e.g., program implementation tactics, program design, program performance, mutual objective-building, etc.
   - Implementing BayREN communication strategies in Sonoma County
## Budget

<table>
<thead>
<tr>
<th>Task</th>
<th>Budget</th>
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<tbody>
<tr>
<td>Administration</td>
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<tr>
<td>Implementation</td>
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<tr>
<td>Marketing &amp; Outreach</td>
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<td><strong>Total</strong></td>
<td><strong>$700.00</strong></td>
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ATTACHMENT 1E for 2018
Sonoma County
Scope of Work
BayREN PAYS™ Program
Budget NTE: $303,946

Sonoma will provide local partner utility support for implementation and marketing in its capacity for PAYS Local Outreach. Sonoma will provide administrative tasks in its capacity as a Cross Link and for participation in the Coordinating Circle. The total budget is $303,946.

1. Admin - Pay As You Save (PAYS) Lead Link

Purpose: Optimize PAYS program performance

Role Accountabilities:
- Allocating PAYS resources incorporating the input from circle members
- Assigning PAYS roles, monitoring fit for role, providing feedback to enhance fit and removing Partners from roles incorporating the input from circle members
- Assessing and defining priorities and strategies for the PAYS
- Defining and assigning metrics for the program incorporating the input from circle members
- Informing BayREN member(s) of relevant activities within county
- Providing oversight for PAYS Coordination & day-to-day implementation
- Managing consultants
- Providing for PAYS Accounting & proper handling of ratepayer funds
- Monitoring and forecasting budget, expenditures, and receivables
- Adhering to regulatory requirements and guidelines
- Processing sub-consultant and partner utility invoices
- Submitting monthly invoices and reporting

Admin – PAYS Coordination

Purpose: Day-to-day program implementation

Role Accountabilities:
- Coordinating with Lead Link, Rep Link, and Cross Links, BayREN Administrator, PAYS technical team, partner utilities, PG&E, CPUC, and EM&V consultants
- Reporting on program progress and supporting Program Administrator in responding to data requests
- Overseeing PAYS planning and meetings; monthly meetings anticipated:
• One PAYS Program Circle meeting with Rep Link, Local Outreach, Coordination, Technical Assistance, and BayREN Administrator
• Two Administrative meetings per month with Rep Link and BayREN Administrator
• Four Management meetings with Lead Link and PAYS Coordinator
• Two PAYS design meetings with Coordinator and Technical Assistance team
• One Coordinating Circle
• Managing technical sub consultant team
• Adapting and adjusting program as needed
• Monitoring regulatory activities that impact program and representing Program in relevant stakeholder groups, committees and advisory groups

2. Implementation – PAYS Technical Assistance
   Purpose: Provide excellent service and value to partner utilities through the development and delivery of PAYS programs
   Role Accountabilities:
   • Advising and assisting participating utilities in developing PAYS program concepts
   • Ensuring that program design meets projected energy savings targets
   • Determining target customer and building sector(s), and targeted measures
   • Developing and refining program software tools
   • Developing and refining operational procedures for start-up, measure delivery, QA/QC, financial operations, etc.
   • Updating previously developed contracts and forms
   • Assisting partner utilities through procurement of capital, contractors, vendors, and other PAYS services as needed
   • Develop and implement training curriculum for utilities, contractors, vendors, etc.
   • Support partner utility customer marketing campaign
   • Conducting onsite surveys of potential projects and quality assurance on completed projects
   • Support EM&V efforts for BayREN reporting

3. Marketing & Outreach – PAYS Local Outreach
   Purpose: Support the PAYS program at the county level
   Role Accountabilities:
   • Participating in PAYS planning and meetings as requested by Lead; monthly meetings anticipated: one per partner utility plus one PAYS Program Circle
   • Serving as a local contact for PAYS utilities in the County for questions about BayREN
   • Providing Program Lead with local information, contacts and data that support and promote the Program
- Analyzing local program performance to identify gaps and recommendations to Program Lead
- Supporting PAYS partner utilities in outreach to elected officials, staff, customers, the general public, and other stakeholders

### Budget

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<th>Task</th>
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ATTACHMENT 2 for 2018

FUNDING AND IMPLEMENTATION AGREEMENT

BAYREN PROGRAM IMPLEMENTATION PLAN 2018
## Attachment 2 for 2018

Regional Climate Protection Authority, on behalf of the County of Sonoma

January 1, 2018 to December 31, 2018

<table>
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<th>Classification</th>
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*** These are fully loaded rates Including salary, benefits and overhead.
AGREEMENT FOR CONSULTANT SERVICES WITH FRONTIER ENERGY, INC. DBA BEVILACQUA-KNIGHT, INC

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

RECITALS

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

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

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

WHEREAS, under the PIP and the Funding and Implementation Agreement between ABAG and RCPA (Implementation Agreement, which is attached and marked Appendix 1), RCPA is tasked with expanding the Water Bill Savings Program on-bill water and energy efficiency financing program. The BayREN Water Bill Savings Program will support existing utility partners and explore the creation of a regional program in the nine-county BayREN region. It will continue to build upon the Better Buildings Program/Department of Energy funded Windsor Efficiency Pay As You Save (PAYS®) pilot; and

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

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

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

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

1.2 PERFORMANCE STANDARD: CONSULTANT shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONSULTANT’s profession. If any of CONSULTANT’s work is not in accordance with such level of competency and standard of care, RCPA shall have the right to do any or all of the following: (a) require CONSULTANT to meet with RCPA to review the quality of the work and resolve matters of concern; (b) require CONSULTANT to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to paragraph 4.2; or (d) pursue any and all other remedies at law or in equity.

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

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

- Jay Zarnikau, Vice President – Frontier Energy
- Chris Bradt, Senior Program Manager – Frontier Energy
- Lacey Tan, Program Manager – Frontier Energy
- Edgar Ventura, Program Consultant – Frontier Energy
- Lauren Hotell, Senior Program Coordinator – Frontier Energy
- Quashaun Vallery, Senior Program Coordinator - Frontier Energy
- Tatiana Gefter, Program Coordinator – Frontier Energy
- Clair Keleher, Program Coordinator - Frontier Energy
1.5 **SUBCONTRACTING:** CONSULTANT shall perform the work contemplated with resources available within its own organization or the subcontractors identified in Attachment I. No other subcontractors may be used by the CONSULTANT without the written authorization by RCPA’s Executive Director. Any subcontract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants or subcontractors. Any substitution of subconsultants or subcontractors shall be approved in writing by RCPA’s Executive Director in advance of assigning work to a substitute subconsultant or subcontractor.

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

2. **COMPENSATION:**

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

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

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

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

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

3. TERM OF AGREEMENT: The term of this Agreement shall be from January 1, 2018 to December 31, 2018 unless terminated earlier in accordance with the provisions of Paragraph 4 below.

4. TERMINATION:

4.1 TERMINATION WITHOUT CAUSE: At any time and without cause, RCPA, in its sole discretion, shall have the right to terminate this Agreement by giving CONSULTANT ten (10) business days written notice of termination. In such event, as full payment for all services hereunder, RCPA shall pay CONSULTANT for work satisfactorily performed and reimbursable expenses properly incurred up to the date of termination. Such payment shall be made in the manner provided in paragraph 4.3.

4.2 TERMINATION FOR CAUSE: Should CONSULTANT fail to perform any of its obligations hereunder, within the time and in the manner provided herein, or otherwise violate any of the material terms of this Agreement, RCPA may terminate this Agreement immediately by giving CONSULTANT written notice of termination, stating the reason for termination, with a reasonable opportunity to cure. In such event, as full payment for all services hereunder, RCPA shall pay CONSULTANT for work satisfactorily performed and reimbursable expenses properly incurred up to the date of termination, less the amount of actual damages, if any, sustained by RCPA by virtue of CONSULTANT’s breach of this Agreement. Such payment shall be made in the manner provided in paragraph 4.3.

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

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

6. **INDEMNIFICATION:** Consultant agrees to accept responsibility for loss or damage to any person or entity, including RCPA, BayREN Members, PG&E, CPUC, and any public entity to which RCPA may assign this Agreement (“Indemnified Parties”) and to defend, indemnify, hold harmless, and release Indemnified Parties, their officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out the negligence, recklessness, or willful misconduct of Consultant hereunder, but excluding liability due to Indemnified Parties sole or active negligence or willful misconduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnification obligation shall survive the expiration or earlier termination of this Agreement. In no event shall either party be liable to the other for any indirect, consequential, exemplary, special, incidental or punitive damages including, without limitation, lost profits or revenues even if such damages are foreseeable or the damaged party has been advised of the possibility of such damages.

7. **INSURANCE:** With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Attachment II, which is attached hereto and incorporated herein by this reference.

8. **PROSECUTION OF WORK:** CONSULTANT shall be authorized to proceed with the performance of this Agreement only upon the issuance by RCPA’s Executive Director of written Notice to Proceed. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, or other delay beyond CONSULTANT’s reasonable control and which CONSULTANT could not have reasonably foreseen and guarded against, the time for CONSULTANT’s performance of this Agreement shall be extended by a number of days equal to the number of days CONSULTANT has been delayed.
9. **DELAYS AND EXTENSIONS OF TIME:**

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

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

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

10. **EXTRA OR CHANGED WORK:** Extra or changed work may be authorized in writing by RCPA’s Executive Director, subject to the following limitation: the cost of work authorized by the Executive Director shall not exceed $25,000 per task and shall not exceed an overall cap for the term of the contract of $50,000. RCPA CONSULTANT acknowledges and agrees that, except as otherwise expressly provided herein, only the Board of Directors of RCPA may authorize extra or changed work hereunder and RCPA staff are without authorization to order extra or changed work or to waive Agreement requirements. Failure of CONSULTANT to secure written authorization for extra or changed work beyond the scope of this contract shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter CONSULTANT shall be entitled to no compensation whatsoever for the performance of such work. CONSULTANT further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization.

11. **REPRESENTATIONS AND WARRANTIES OF CONSULTANT:**

11.1 **STANDARD OF CARE:** RCPA has relied upon the professional ability and training of CONSULTANT as a material inducement to enter into this Agreement. CONSULTANT hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of CONSULTANT’s work by RCPA shall not operate as a waiver or release. CONSULTANT further represents that all products of whatsoever nature which CONSULTANT delivers to RCPA pursuant to this Agreement will be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing in CONSULTANT’s profession.

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

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

11.4 **TAXES:** CONSULTANT agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, without limitation, state and federal income and FICA taxes. CONSULTANT agrees to indemnify and hold RCPA harmless from any liability which RCPA may incur to the United States or to the State of California as a consequence of CONSULTANT’s failure to pay, when due, all such taxes and obligations. In case RCPA is audited for compliance regarding any withholding or other applicable taxes, CONSULTANT agrees to furnish RCPA with proof of payment of taxes on these earnings.

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

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

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

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

12. **DEMAND FOR ASSURANCE:** Each party to this Agreement undertakes the obligation that the other’s expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if
commercially reasonable, suspend any performance for which the agreed return has not been received. “Commercially reasonable” includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party’s right to demand adequate assurance of future performance.

13. ASSIGNMENT AND DELEGATION: Except as otherwise provided herein, neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

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

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

TO CONSULTANT: Chris Bradt  
Frontier Energy, Inc DBA Bevilacqua-Knight, Inc  
1000 Broadway, Suite 410  
Oakland, CA 94607  
(510) 463-6127

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

15. CONFIDENTIAL INFORMATION: All data, documents, discussions, or other information developed or received by or for CONSULTANT in performance of this Agreement are confidential and shall not be disclosed by CONSULTANT to any person except as authorized by RCPA, or as required by law. Confidential Information excludes information in the Public Domain or information disclosed to the Consultant by a third party with no connection this Agreement.
16. **OWNERSHIP OF WORK PRODUCT**: All reports, original drawings, graphics, design computations, plans, specifications, studies, copies of correspondence, maps and other data or documents, in whatever form or format, assembled or prepared by CONSULTANT or CONSULTANT's subconsultants, subcontractors and/or other agents (collectively CONSULTANT) exclusively in connection with this Agreement shall be the property of RCPA, excluding software. CONSULTANT shall deliver such materials to RCPA upon either the expiration or termination of this Agreement in such form or format as RCPA deems appropriate, unless directed otherwise by RCPA. Such materials shall be and will remain the property of RCPA without restriction or limitation. CONSULTANT shall not be liable for claims, liabilities, or losses arising out of, or connected with, any use by RCPA of such materials on other projects, excepting only such use as may be authorized in writing by CONSULTANT. This paragraph does not convey ownership or any intellectual property rights to work product that CONSULTANT developed, in whole or in part, prior to this agreement.

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

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

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

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

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

(a) Cancel any delivery or task order;
(b) Terminate this Agreement pursuant to the provisions of Article 4; and/or

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

18. MISCELLANEOUS PROVISIONS:

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

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

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

18.4 NO THIRD PARTY BENEFICIARIES: Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

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

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

18.7 MERGER: This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement pursuant to Code of Civil Procedure section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

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

18.9 NUMBER AND GENDER: Wherever used herein, unless the provision or context otherwise requires, the singular number shall include the plural and the plural the singular, and the masculine gender shall include the feminine and neuter.
18.10 **DAY AND BUSINESS DAY:** Wherever used herein, the term “day” shall mean any calendar day, and the term “business day” shall mean any calendar day on which the offices of RCPA are open for regular business.

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

Dated_________________  By_________________________________

Larry Brand, President
Frontier Energy, Inc.

Dated: _________________  By_________________________________

Suzanne Smith, Executive Director
REGIONAL CLIMATE PROTECTION AUTHORITY

Dated: ____________  By__________________________________

Cory O’Donnell, County Counsel
APPROVED AS TO FORM

Attachment I – Scope of Work
Attachment II – Insurance Requirements
Attachment III – Document Accessibility Certification Form
Appendix 1 – Funding and Implementation Agreement
Frontier Energy will provide services in delivering Water Bill Savings Program (Program) Coordination and Technical Assistance roles. RCPA will provide oversight to Frontier Energy in its capacity as Program Lead Link. The total budget assigned to Frontier Energy is $237,236. Services will be delivered according to the 2018 rates identified below.

I. Implementation

   A. Program Coordination

   **Purpose:** Day-to-day program implementation

   **Role Accountabilities:**

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

   B. Program Technical Assistance

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

   **Role Accountabilities:**

   - Advising and assisting participating utilities in developing Program concepts
II. Marketing & Outreach

A. Program Coordination

Purpose: Day-to-day program implementation

Role Accountabilities:
- Coordinating with Lead Link, Rep Link, and Cross Links, BayREN Administrator, Program technical team, partner utilities, PG&E, CPUC, and EM&V consultants
- Onboarding new Program manager with Program background and coordinating on 2018 objectives

B. Program Technical Assistance

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

Role Accountabilities:
- Support partner utility customer marketing campaign with activities that may include:
  - Marketing collateral templates for program utilities and qualified contractors
  - Web content
- Conducting onsite surveys of potential projects and quality assurance on completed projects
2018 Budget

<table>
<thead>
<tr>
<th>Task</th>
<th>2018 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Labor</td>
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<td>Administration</td>
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<td>Implementation</td>
<td>$172,585</td>
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<td>Marketing and Outreach</td>
<td>$63,651</td>
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<tr>
<td>Total</td>
<td>$236,236</td>
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2018 Rates

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<tr>
<td>President</td>
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<tr>
<td>Vice-President</td>
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<tr>
<td>Director</td>
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<tr>
<td>Senior Program Manager</td>
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<tr>
<td>Program Manager</td>
<td>$153</td>
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<tr>
<td>Senior Program Consultant</td>
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<tr>
<td>Program Consultant</td>
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<tr>
<td>Senior Program Coordinator</td>
<td>$102</td>
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<tr>
<td>Program Coordinator</td>
<td>$87</td>
</tr>
<tr>
<td>Administrative</td>
<td>$75</td>
</tr>
</tbody>
</table>
Attachment II

Sonoma County Regional Climate Protection Authority
BayREN Water Bill Savings Program
Implementation for 2018

Frontier Energy 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.

The Sonoma County Regional Climate Protection Authority (RCPA) 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.

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.

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 or equivalent.
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.
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 RCPA. Consultant is responsible for any deductible or self-insured
   retention and shall fund it upon RCPA’s written request, regardless of whether
   Consultant has a claim against the insurance or is named as a party in any action
   involving the RCPA.

d. The Sonoma County Regional Climate Protection Authority, its officers and employees,
   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.

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.

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 RCPA.

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.

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.

Documentation

a. The Certificate of Insurance must include the following reference: BayREN PAYS Agreement No. RCPA17005.

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 RCPA 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.

Policy Obligations

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

Sonoma County Regional Climate Protection Authority

BayREN Water Bill Savings Program

Implementation for 2018

Web Accessibility Questionnaire
County policy requires that all County websites, web content and web-based applications must be accessible to staff members and members of the public with disabilities. For more information regarding the details of this policy, please see Web Accessibility Policy, published in the County of Sonoma’s Web Standards site (http://webstandards.sonoma-county.org/content.aspx?sid=1014&id=1300).

<table>
<thead>
<tr>
<th>Standard</th>
<th>Source(s)</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Rate the overall level of accessibility compliance of your website, web content or web-based application:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Fully compliant – All content and functionality meet or exceed the criteria delineated in Section 508 and WCAG 2.0 Level AA.</td>
<td>Section 508</td>
<td></td>
</tr>
<tr>
<td>b. Partially compliant – Some content or functionality meet or exceed the criteria delineated in Section 508 and WCAG 2.0 Level AA while other content or functionality are only compliant to Section 508 and WCAG 2.0 Level A.</td>
<td>WCAG 2.0</td>
<td></td>
</tr>
<tr>
<td>c. Partially compliant – All content and functionality are fully compliant with Section 508 and WCAG 2.0 Level A.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Partially compliant – All content and functionality are fully compliant with Section 508.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. Not compliant.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Fully Compliant Response(s): a
### Standard

| 2. Does each non-text element on the page have a text equivalent via "alt" (alternative text attribute) or does the page otherwise include a meaningful description of the non-text element in the text accompanying the non-text element? |
|---|---|---|
| a. Yes. |
| b. Yes and no. Some non-text elements have meaningful text equivalents while others do not. |
| c. No, none of the non-text elements have text equivalents. |
| d. N/A. There are no non-text elements on the page. |

Fully Compliant Response(s): a, d

<table>
<thead>
<tr>
<th>Source(s)</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 508</td>
<td>§ 1194.22 (a)</td>
</tr>
<tr>
<td>WCAG 2.0</td>
<td>Guideline 1.1</td>
</tr>
</tbody>
</table>

| 3. For any multimedia content, is text captioning provided for all audible output and audible output provided for all important visual information? |
|---|---|---|
| a. Yes. |
| b. Yes and no. Text captioning is not provided for audible output, but audio descriptions are provided for all important visual information. |
| c. Yes and no. Audio descriptions are not provided for all important visual information, but text captioning is provided for audible output. |
| d. No, neither is provided. |
| e. N/A. There is no multimedia content on the page. |

Fully Compliant Response(s): a, e

<table>
<thead>
<tr>
<th>Source(s)</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 508</td>
<td>§ 1194.22 (b)</td>
</tr>
<tr>
<td>WCAG 2.0</td>
<td>Guideline 1.1</td>
</tr>
<tr>
<td>WCAG 2.0</td>
<td>Guideline 1.2</td>
</tr>
</tbody>
</table>
### Standard

<table>
<thead>
<tr>
<th>4. Are all audio descriptions and text captions synchronized with their associated dynamic content?</th>
<th>Source(s)</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Yes, text captioning for audible output and audible output for visual information is completely synchronized with changes in the dynamic content of the page.</td>
<td><strong>Section 508</strong>&lt;br&gt;• § 1194.22 (b) <strong>WCAG 2.0</strong>&lt;br&gt;• Guideline 1.2</td>
<td></td>
</tr>
<tr>
<td>b. Yes and no. Text captioning is not completely synchronized with audible output as the dynamic content of the page changes or is not provided, but the audio descriptions are synchronized to the important visual information they describe.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Yes and no. Audio descriptions are not synchronized to the important visual information they describe or they are not provided, but text captioning is synchronized with the audible output as the dynamic content of the page changes.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. No. Both are provided but neither is synchronized.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. N/A. There is no multimedia content on this page.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Fully Compliant Response(s): a, e
<table>
<thead>
<tr>
<th>Standard</th>
<th>Source(s)</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>5. If any audio plays automatically for more than 3 seconds, is there a mechanism available to pause or stop the audio, or to control volume independently from the overall system volume?</strong></td>
<td>WCAG 2.0</td>
<td></td>
</tr>
<tr>
<td>a. Yes, there is audio that automatically plays for more than 3 seconds and there is a mechanism available to control the volume of the audio without affecting the overall system volume.</td>
<td>Guideline 1.4</td>
<td></td>
</tr>
<tr>
<td>b. Yes, there is audio that automatically plays for more than 3 seconds and there is a mechanism available to pause or stop the audio.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. No. There is audio that automatically plays for more than 3 seconds but there is no mechanism to stop, pause or alter the volume without affecting the system volume.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. N/A. There is no automatic audio or the automatic audio plays for less than 3 seconds.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Fully Compliant Response(s): a,b,d
<table>
<thead>
<tr>
<th>Standard</th>
<th>Source(s)</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>6. <strong>Is every page capable of being understood and navigated even if users do not have the ability to identify specific colors or differentiate between colors?</strong></td>
<td><strong>Section 508</strong>&lt;br&gt;• § 1194.22 (c)&lt;br&gt;<strong>WCAG 2.0</strong>&lt;br&gt;• Guideline 1.4</td>
<td></td>
</tr>
<tr>
<td>a. Yes, any use of color as to imply meaning or information is easily understood without color and sufficient contrast has been applied to assist those that have difficulty differentiating or identifying individual colors.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Yes, sufficient contrast has been applied to assist those that have difficulty differentiating or identifying individual colors.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Yes, any use of color as to imply meaning or information is easily understood without color.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. No, the page does not use color appropriately.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fully Compliant Response(s): a</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. <strong>If any page uses cascading style sheets (CSS)(^1), is it viewable without style sheets (style sheets turned off, not supported by the browser, etc.)?</strong></td>
<td><strong>Section 508</strong>&lt;br&gt;• § 1194.22 (d)&lt;br&gt;<strong>WCAG 2.0</strong>&lt;br&gt;• Guideline 1.3</td>
<td></td>
</tr>
<tr>
<td>a. Yes.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. No.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. N/A. The page does not use cascading style sheets (CSS).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fully Compliant Response(s): a,c</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

\(^1\) Cascading Style Sheets (CSS) can be associated a webpage in multiple ways: declared within the webpage, embedded via a separate file, or added dynamically via JavaScript.
### Standard

<table>
<thead>
<tr>
<th>Question</th>
<th>Source(s)</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>8. If any page uses cascading style sheets (CSS)(^1), is it designed so that it does not interfere with style sheets set by the browser?</strong></td>
<td>WCAG 2.0</td>
<td></td>
</tr>
<tr>
<td>a. Yes, it works without interfering with style sheets set by the browser.</td>
<td>Guideline 1.3</td>
<td></td>
</tr>
<tr>
<td>b. No, it interferes with any style sheets that have been set by the browser.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. N/A. The page does not use cascading style sheets (CSS).</td>
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<td></td>
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</table>

Fully Compliant Response(s): a,c

<table>
<thead>
<tr>
<th>Question</th>
<th>Source(s)</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>9. If any page includes server-side image maps, are duplicate text links provided for all links within the server-side image maps?</strong></td>
<td>Section 508</td>
<td></td>
</tr>
<tr>
<td>a. Yes, each link in the server-side image maps is duplicated by a separate text link.</td>
<td>§ 1194.22 (e)</td>
<td></td>
</tr>
<tr>
<td>b. Yes and no. Some of the links from the server-side image maps are duplicated in separate text links while others are not.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. No, redundant text links are not provided for any link from the server-side image maps.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. N/A. The page does not include any server-side image maps.</td>
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<td></td>
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</tbody>
</table>

Fully Compliant Response(s): a,d
<table>
<thead>
<tr>
<th>Standard</th>
<th>Source(s)</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>10. If any page includes one or more client-side image maps, does each map region have a text equivalent via &quot;alt&quot; (alternative text attribute) or does the page otherwise include a meaningful description of the non-text element in the text accompanying it?</strong></td>
<td>Section 508</td>
<td></td>
</tr>
<tr>
<td>a. Yes.</td>
<td>§ 1194.22 (a)</td>
<td></td>
</tr>
<tr>
<td>b. Yes and no. Some of the non-text elements associated with the image map(s) have text equivalents or a meaningful text description, while others do not.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. No. None of the non-text elements associated with the image map(s) have text equivalents or meaningful text descriptions.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. N/A. The page does not include any client-side image maps.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fully Compliant Response(s): a,d</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>11. If any page includes a simple table (single level of row/column headers), are the row/column headers identified?</strong></td>
<td>Section 508</td>
<td></td>
</tr>
<tr>
<td>a. Yes, all simple data tables have row/column headers identified and all non-data tables do not identify row/column headers.</td>
<td>§ 1194.22 (g)</td>
<td></td>
</tr>
<tr>
<td>b. Yes and no. Some simple data tables exist but either the row or column header is not identified or some simple non-data tables exist but either the row or column header is identified.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. N/A. The page does not include simple tables.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fully Compliant Response(s): a,c</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Standard</td>
<td>Source(s)</td>
<td>Response</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td><strong>12. If any page includes a complex data table (2 or more logical levels of row or column headers), does each cell provide association with row and column headers?</strong></td>
<td>Section 508</td>
<td></td>
</tr>
<tr>
<td>a. Yes, complex tables exist and each cell within the table includes identification of its row and column headers.</td>
<td>§ 1194.22 (h)</td>
<td></td>
</tr>
<tr>
<td>b. No, complex tables exist, but some cells within the table fail to identify row and column headers.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. N/A. The page does not include complex data tables.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Fully Compliant Response(s): a,c</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>13. If the page uses frames, does each frame have a title that meaningfully describes it?</strong></td>
<td>Section 508</td>
<td></td>
</tr>
<tr>
<td>a. Yes.</td>
<td>§ 1194.22 (i)</td>
<td></td>
</tr>
<tr>
<td>b. No.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. N/A. The page does not use frames.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Fully Compliant Response(s): a,c</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>14. Does any page include content (such as applets or content requiring plug-ins) that may cause the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz?</strong></td>
<td>WCAG 2.0</td>
<td></td>
</tr>
<tr>
<td>a. Yes.</td>
<td>Guideline 2.3</td>
<td></td>
</tr>
<tr>
<td>b. No.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Fully Compliant Response(s): b</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Standard

15. If the page uses scripts, such as JavaScript or scripts in Macromedia Flash content, and if the scripts affect any content displayed to the user, is there equivalent text provided by the page or the script that is accessible to a screen reader?

<table>
<thead>
<tr>
<th>Response</th>
<th>Source(s)</th>
</tr>
</thead>
</table>
| a. Yes. The page contains JavaScript or Macromedia Flash content that affects the content displayed to the user, but the page or script contains equivalent text that is accessible to a screen reader. | Section 508
- § 1194.22 (a)  

WCAG 2.0
- Guideline 1.1
- Guideline 1.2 |
| b. No. While the page contains JavaScript or Macromedia Flash content that affects the content displayed to the user, neither the page nor the script contains equivalent text that is accessible to a screen reader. |
| c. N/A. The page does not use JavaScript or Macromedia Flash content. |

Fully Compliant Response(s): a,c

16. If the web page uses applets, such as downloadable Java applets, does it also contain the same information and functionality in an accessible format?

<table>
<thead>
<tr>
<th>Response</th>
<th>Source(s)</th>
</tr>
</thead>
</table>
| a. Yes, while the page uses applets, it contains the same information and functionality in an accessible format. | Section 508
- § 1194.22 (a)  

WCAG 2.0
- Guideline 1.1
- Guideline 1.2 |
| b. No, although the page uses applets, it does not contain the same information and functionality in an accessible format. |
| c. N/A. The page does not use any applets. |

Fully Compliant Response(s): a,c
<table>
<thead>
<tr>
<th>Standard</th>
<th>Source(s)</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>17. Is every web page capable of full functionality via only the keyboard?</td>
<td>WCAG 2.0</td>
<td>Guideline 2.1</td>
</tr>
<tr>
<td>a. Yes, all functionality of the content is operable through a keyboard</td>
<td></td>
<td></td>
</tr>
<tr>
<td>interface and if focus can be shifted to a component via the keyboard,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>then keyboard interface can also be used to shift focus away from the</td>
<td></td>
<td></td>
</tr>
<tr>
<td>component.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. No, some functionality is not operable via a keyboard interface alone.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Fully Compliant Response(s): a
### 18. Is every web page designed for maximum compatibility with the current and future user agents, including assistive technologies?

- **a.** Yes, content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features. For all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies.

- **b.** Yes and no, content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features.

- **c.** Yes and no, for all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies.

- **d.** No, some content or interface components do not comply with this guideline in at least one area.

Fully Compliant Response(s): a
<table>
<thead>
<tr>
<th>Standard</th>
<th>Source(s)</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>19. If the page uses other programmatic objects (such as Flash, Shockwave, RealAudio, or RealVideo content), or otherwise requires the use of plug-ins or programmatic support for the browser, does the page include a link to the plug-in or programmatic item required for accessing the content of the page and is that plug-in or programmatic item itself accessible to people with disabilities?</strong></td>
<td>Section 508 • § 1194.22 (m)</td>
<td></td>
</tr>
<tr>
<td>a. Yes, the page uses such programmatic objects and includes a link to the plug-ins or other items required for accessing the content of the page and those plug-ins or programmatic items are accessible to people with disabilities.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Yes and no. While the page uses such programmatic objects and includes a link to the plug-ins or other items required for accessing the content of the page, those plug-ins or programmatic items are not accessible to people with disabilities.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. No, while the page uses such programmatic objects, it does not include a link to the plug-ins or other items required for accessing the content of the page.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. N/A. The page does not use such programmatic objects.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Fully Compliant Response(s): a,d
### Standard

20. **If the page includes links to .pdf (Adobe Acrobat's portable document format) files, were those .pdf files created in a way that is likely to maximize their accessibility for people with disabilities?**

   a. Yes. While the page includes links to .pdf files, the files were converted from Microsoft Word or by scanning something into .pdf and then running them through an optical character recognition (OCR) process. The structure and tags of each document has been verified as accessible.

   b. No, the page includes links to .pdf files that were created by scanning files into .pdf and were not put through an OCR process.

   c. N/A. The page does not include any links to .pdf files.

<table>
<thead>
<tr>
<th>Source(s)</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Section 508</strong></td>
<td>§ 1194.22 (a)</td>
</tr>
<tr>
<td></td>
<td>§ 1194.22 (c)</td>
</tr>
<tr>
<td></td>
<td>§ 1194.22 (g)</td>
</tr>
<tr>
<td></td>
<td>§ 1194.22 (h)</td>
</tr>
<tr>
<td></td>
<td>§ 1194.22 (n)</td>
</tr>
<tr>
<td><strong>WCAG 2.0</strong></td>
<td>Guideline 1.1</td>
</tr>
<tr>
<td></td>
<td>Guideline 1.2</td>
</tr>
</tbody>
</table>

Fully Compliant Response(s): a,c
<table>
<thead>
<tr>
<th>Standard</th>
<th>Source(s)</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>21. If the page includes one or more electronic forms that is designed for completion online, does each form permit users of assistive technology to access the information, field elements, and functionality required for completion and submission of the form including all directions and cues?</td>
<td>Section 508</td>
<td></td>
</tr>
<tr>
<td>a. Yes, the page contains one or more forms designed to be completed online. Each such form complies with all of the accessibility requirements that are the subject of this questionnaire and has been tested for usability by persons using assistive technologies.</td>
<td>§ 1194.22 (n)</td>
<td></td>
</tr>
<tr>
<td>b. Yes, but... The page contains one or more forms designed to be completed online. While each such form complies with all of the accessibility requirements that are the subject of this questionnaire, one or more of them has not been tested for usability by persons using assistive technologies.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Yes, but... The page contains one or more forms designed to be completed online. We have tested each of the forms using assistive technology, but we are not sure that each such form complies with all of the accessibility requirements that are the subject of this questionnaire.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. No. The page contains one or more forms designed to be completed online, but at least one of these forms is inaccessible to people with disabilities, at least in one respect.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. N/A. The page does not contain any forms designed to be completed online.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Fully Compliant Response(s): a,e
<table>
<thead>
<tr>
<th>Standard</th>
<th>Source(s)</th>
<th>Response</th>
</tr>
</thead>
</table>
| **22. If any page contains one or more forms that is designed to be completed online but that is inaccessible to people with disabilities in some respect, does the page include an alternate accessible form or a link to an alternate accessible form?**  
  a. Yes. While the page contains one or more forms that is designed to be completed online but that is inaccessible to people with disabilities in some respect, the page includes an alternate accessible form or a link to an alternate accessible form.  
  b. No. The page contains one or more forms designed to be completed online but that is inaccessible to people with disabilities in some respect and the page does not contain an alternate accessible form or a link to an alternate accessible form.  
  c. N/A. The page does not include one or more forms that are designed to be completed online or it does include such forms, but they are accessible to people with disabilities in all respects. | Section 508  
  - § 1194.22 (a)  
  WCAG 2.0  
  - Guideline 1.1 | Fully Compliant Response(s): a,c |
| **23. Are labels and instructions provided for all forms? If data validation occurs, are the errors identified and described in text?**  
  a. Yes.  
  b. No.  
  c. N/A. The page does not contain any forms designed to be completed online. | WCAG 2.0  
  - Guideline 3.3 | Fully Compliant Response(s): a,c |
<table>
<thead>
<tr>
<th>Standard</th>
<th>Source(s)</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>24. If any page includes navigational links to other web pages within</strong></td>
<td><strong>Section 508</strong></td>
<td></td>
</tr>
<tr>
<td><strong>the same website, is there a link allowing users of screen readers to</strong></td>
<td>§ 1194.22 (o)</td>
<td></td>
</tr>
<tr>
<td><strong>skip over those links?</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Yes.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. No.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. N/A. The page does not contain any navigational links to other web</td>
<td></td>
<td></td>
</tr>
<tr>
<td>pages within the same website.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fully Compliant Response(s): a,c</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>25. Is the navigation designed to assist users in finding content</strong></td>
<td><strong>WCAG 2.0</strong></td>
<td></td>
</tr>
<tr>
<td><strong>and determine where they are (e.g. breadcrumbs)?</strong></td>
<td>2.4</td>
<td></td>
</tr>
<tr>
<td>a. Yes.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. No.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fully Compliant Response(s): a</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
26. If any page requires users to respond within a fixed amount of time before the user is "timed out," is the user alerted that he or she will be timed out and given sufficient time to indicate that more time is required before actually being timed out?

a. Yes.

b. Yes and no. While the page warns users that they are about to be timed out, it does not give them an option to extend the length of time that the page will be kept open.

c. No. The page will time out users but does not provide prior warning or the ability to extend the length of time it will be kept open.

d. N/A. The page does not "time out" users, no matter how long a page is kept open.

Fully Compliant Response(s): a,d

<table>
<thead>
<tr>
<th>Standard</th>
<th>Source(s)</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>26. If any page requires users to respond within a fixed amount of time</td>
<td>Section 508</td>
<td></td>
</tr>
<tr>
<td>before the user is &quot;timed out,&quot; is the user alerted that he or she will</td>
<td>§ 1194.22 (p)</td>
<td></td>
</tr>
<tr>
<td>will be timed out and given sufficient time to indicate that more time</td>
<td>WCAG 2.0</td>
<td></td>
</tr>
<tr>
<td>is required before actually being timed out?</td>
<td>Guideline 1.2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Guideline 2.2</td>
<td></td>
</tr>
</tbody>
</table>
27. Taking into consideration your responses to the previous questions, if the reviewed page(s) likely contains barriers to access for people with disabilities, do you have an alternative text-only page that contains the same information and is updated as often as the reviewed page?

<table>
<thead>
<tr>
<th>Standard</th>
<th>Source(s)</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Yes.</td>
<td>Section 508</td>
<td></td>
</tr>
<tr>
<td>b. Yes and no. While the page appears to contain barriers to access for people with disabilities and we have established a text-only alternate page, the text-only alternate page does not include the same information or is not updated as often as the reviewed page.</td>
<td>§ 1194.22 (a)</td>
<td></td>
</tr>
<tr>
<td>c. No. While the page appears to contain barriers to access for people with disabilities, we do not have an alternate text-only page.</td>
<td>WCAG 2.0</td>
<td>Guideline 1.1</td>
</tr>
<tr>
<td>d. N/A. The page does not appear to contain any barriers for people with disabilities, so we do not have an alternate text-only page.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. N/A. Even though the page does not appear to contain any barriers to access for people with disabilities, we still maintain an alternate text-only page that contains the same information and is updated as often as the reviewed page.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Fully Compliant Response(s): a,d,e
28. **Test your page(s) for accessibility to persons with disabilities using assistive technology**  
   a. Describe the testing method and tools used.

   b. Describe the results of this test.

29. **Describe the accessibility successes and challenges you identified during your evaluation and any plans you have for addressing any problems on these and similar pages within your website:**

Responses reviewed and approved by:

______________________________________________

(Signature of department representative / Date)
References

1. Section 508 Standards (http://www.section508.gov/index.cfm?fuseAction=stdsdoc#Web)

2. WCAG Guidelines (http://www.w3.org/TR/WCAG/#guidelines)

3. County of Sonoma
   a. Web Standards (http://webstandards.sonoma-county.org)
   b. Accessibility Assistance (http://webstandards.sonoma-county.org/content.aspx?sid=1014&id=1113)
Appendix 1

Funding and Implementation Agreement between ABAG and RCPA
Staff Report

To: Sonoma County Transportation Authority  
From: James R. Cameron, Director of Projects and Programming  
Item: 3.6 – Measure M - 2018 Bond Disclosure Reports - Series 2011 and 2015  
Date: February 5, 2018

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

Background:
The attached Continuing Disclosure Annual Reports are provided by the Office of the County Auditor-Controller-Treasurer-Tax Collector. The report contains reference to the audited financial report of the SCTA, a debt service schedule, and Measure M sales tax revenues for fiscal years ended June 30, 2006 through June 30, 2017.

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

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

Policy Impacts:
None

Fiscal Impacts:
The sales tax revenues for FY 16/17 increased 4.43% compared to FY 15/16 per audited financials.

SCTA staff prepared the FY17/18 Measure M budgets with anticipated sales tax revenue increasing 3% over actual FY16/17 EFS revenues.

Sales tax revenue projections are currently at approximately 94% of the 2004 Expenditure Plan Estimates.

Staff Recommendation:
None, this is an informational item only.
CONTINUING DISCLOSURE

ANNUAL REPORT

January 31, 2018
CONTENTS OF REPORT

(1) The comprehensive audited financial report of the Sonoma County Transportation Authority for the period July 01, 2016 through June 30, 2017 is posted as a separate document on the DAC Website.

(2) Table "Debt Service Schedule" contained in the Official Statement, dated November 2, 2007. (See page 3.)

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

The following table sets forth the annual debt service requirements for the Series 2008 Bonds and the Series 2011 Bonds:

<table>
<thead>
<tr>
<th>Fiscal Year Ending</th>
<th>Series 2008 Bonds</th>
<th>Series 2011 Bonds</th>
<th>Combined Annual Debt</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Principal</td>
<td>Interest</td>
<td>Principal</td>
</tr>
<tr>
<td>June 30</td>
<td>Amount</td>
<td>Payment (1)</td>
<td>Amount</td>
</tr>
<tr>
<td>2011</td>
<td>$ -</td>
<td>$ 2,207,350.00</td>
<td>$ 387,478.30</td>
</tr>
<tr>
<td>2012</td>
<td>$ -</td>
<td>$ 2,207,350.00</td>
<td>$ 1,108,937.50</td>
</tr>
<tr>
<td>2013</td>
<td>$ -</td>
<td>$ 2,207,350.00</td>
<td>$ 1,098,337.50</td>
</tr>
<tr>
<td>2014</td>
<td>$ 2,880,000.00</td>
<td>$ 2,135,350.00</td>
<td>$ 1,109,262.50</td>
</tr>
<tr>
<td>2015</td>
<td>$ 3,025,000.00</td>
<td>$ 1,987,725.00</td>
<td>$ 1,076,187.50</td>
</tr>
<tr>
<td>2016</td>
<td>$ 3,185,000.00</td>
<td>$ 1,832,475.00</td>
<td>$ 1,020,712.50</td>
</tr>
<tr>
<td>2017</td>
<td>$ 3,345,000.00</td>
<td>$ 1,669,225.00</td>
<td>$ 922,462.50</td>
</tr>
<tr>
<td>2018</td>
<td>$ 3,515,000.00</td>
<td>$ 1,497,725.00</td>
<td>$ 829,887.50</td>
</tr>
<tr>
<td>2019</td>
<td>$ 3,700,000.00</td>
<td>$ 1,317,350.00</td>
<td>$ 743,887.50</td>
</tr>
<tr>
<td>2020</td>
<td>$ 3,890,000.00</td>
<td>$ 1,127,600.00</td>
<td>$ 642,837.50</td>
</tr>
<tr>
<td>2021</td>
<td>$ 4,085,000.00</td>
<td>$ 928,225.00</td>
<td>$ 525,337.50</td>
</tr>
<tr>
<td>2022</td>
<td>$ 4,295,000.00</td>
<td>$ 718,725.00</td>
<td>$ 401,837.50</td>
</tr>
<tr>
<td>2023</td>
<td>$ 4,515,000.00</td>
<td>$ 498,475.00</td>
<td>$ 285,587.50</td>
</tr>
<tr>
<td>2024</td>
<td>$ 4,725,000.00</td>
<td>$ 291,100.00</td>
<td>$ 177,387.50</td>
</tr>
<tr>
<td>2025</td>
<td>$ 4,915,000.00</td>
<td>$ 98,300.00</td>
<td>$ 61,093.75</td>
</tr>
</tbody>
</table>

| Total              | $ 46,075,000.00   | $ 20,724,325.00   | $ 10,371,234.55     | $ 102,370,559.55 |

(1) Totals may not add due to rounding.

- There have not been any unscheduled redemptions, retirements or defeasances of the 2011 Bonds.

- On June 23, 2015, the Authority defeased the 2008 Bonds maturing annually through 2025 with proceeds from the issuance of $49,265,000 Sonoma County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2015.

- On June 23, 2015 the Authority closed the Series 2015 Sales Tax Revenue Bonds which were issued on parity with the 2011 Bonds.

- On January 26, 2011, the Authority closed the Series 2011 Sales Tax Revenue Bonds which were issued on parity with the 2008 Bonds. On June 23, 2015, the 2008 Bonds were defeased.

- Disclosure documents for the Series 2008 & 2015 Bonds are also available on the DAC website.
Sonoma County Open Space Authority Measure C Sales Tax Revenues
Fiscal Years Ended June 30, 1997 through June 30, 2005

Sonoma County Transit Authority Measure M Sales Tax Revenues
Fiscal Years Ended June 30, 2006 through June 30, 2017

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Measure C Sales Tax Revenues</th>
<th>Measure M Sales Tax Revenues</th>
<th>% Increase/Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>1996-97</td>
<td>$11,316,594</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>1997-98</td>
<td>$12,304,491</td>
<td>(2)</td>
<td>n/a</td>
</tr>
<tr>
<td>1998-99</td>
<td>$13,659,318</td>
<td>n/a</td>
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</tr>
<tr>
<td>1999-00</td>
<td>$14,901,427</td>
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<tr>
<td>2000-01</td>
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<td>(4)(5)</td>
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<tr>
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<td>5.50%</td>
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<tr>
<td>2015-16</td>
<td>$22,066,336</td>
<td>3.17%</td>
<td></td>
</tr>
<tr>
<td>2016-17</td>
<td>$23,044,870</td>
<td>4.43%</td>
<td></td>
</tr>
</tbody>
</table>

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

Source: Office of the County Auditor-Controller-Treasurer-Tax Collector.
COUNTY OF SONOMA

$49,265,000
Sonoma County Transportation Authority
Sales Tax Revenue Bonds (Limited Tax Bonds),
Series 2015

CONTINUING DISCLOSURE
ANNUAL REPORT
January 31, 2018
CONTENTS OF REPORT

(1) The comprehensive audited financial report of the Sonoma County Transportation Authority for the period July 01, 2016 through June 30, 2017 is posted as a separate document on the DAC Website.

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

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

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

<table>
<thead>
<tr>
<th>Fiscal Year Ending</th>
<th>Series 2011 Bonds</th>
<th>Series 2015 Bonds</th>
<th>Combined Annual Debt Service</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Principal Amount</td>
<td>Interest Payment</td>
<td>Principal Amount</td>
</tr>
<tr>
<td>June 30</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2015</td>
<td>$380,000</td>
<td>$1,076,188</td>
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<tr>
<td>2016</td>
<td>$1,915,000</td>
<td>$1,020,713</td>
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<td>2017</td>
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<td>$922,463</td>
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<td>2018</td>
<td>$2,110,000</td>
<td>$829,888</td>
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</tr>
<tr>
<td>2019</td>
<td>$2,190,000</td>
<td>$743,888</td>
<td>$4,495,000</td>
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<td>2020</td>
<td>$2,290,000</td>
<td>$642,838</td>
<td>$4,725,000</td>
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<tr>
<td>2021</td>
<td>$2,410,000</td>
<td>$525,338</td>
<td>$4,955,000</td>
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<tr>
<td>2022</td>
<td>$2,530,000</td>
<td>$401,838</td>
<td>$5,215,000</td>
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<td>2023</td>
<td>$2,650,000</td>
<td>$285,588</td>
<td>$5,480,000</td>
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<tr>
<td>2024</td>
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<td>$177,388</td>
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<tr>
<td>2025</td>
<td>$2,875,000</td>
<td>$61,094</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$24,125,000</strong></td>
<td><strong>$6,687,219</strong></td>
<td><strong>$49,265,000</strong></td>
</tr>
</tbody>
</table>

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

- **There have not been any unscheduled redemptions, retirements or defeasances of the 2011 Bonds.**

- **On June 23, 2015, the Authority defeased the 2008 Bonds maturing annually through 2025 with proceeds from the issuance of $49,265,000 Sonoma County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2015.**

- **On June 23, 2015 the Authority closed the Series 2015 Sales Tax Revenue Bonds which were issued on parity with the 2011 Bonds.**

- **On January 26, 2011, the Authority closed the Series 2011 Sales Tax Revenue Bonds which were issued on parity with the 2008 Bonds. On June 23, 2015, the 2008 Bonds were defeased.**

- **Disclosure documents for the Series 2008 & 2011 Bonds are also available on the DAC website.**
Sonoma County Open Space Authority Measure C Sales Tax Revenues  
Fiscal Years Ended June 30, 1997 through June 30, 2005  
Sonoma County Transit Authority Measure M Sales Tax Revenues  
Fiscal Years Ended June 30, 2006 through June 30, 2017

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Measure C Sales Tax Revenues</th>
<th>Measure M Sales Tax Revenues</th>
<th>% Increase/Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>1996-97</td>
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<tr>
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<td>(2)</td>
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<tr>
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<td>$13,659,318</td>
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Source: Office of the County Auditor-Controller-Treasurer-Tax Collector
Staff Report

To: Sonoma County Transportation Authority
From: Seana L. S. Gause, Senior – Programming and Projects

Item: Measure M Cooperative Agreement Amendment and Appropriation Request for Petaluma River Trail

Date: February 5, 2018

Issue:
Shall the Board approve an amendment (A1) to the existing Cooperative Agreement (M70604) for the Measure M Project Petaluma River Trail (PRT)? Shall the Board subsequently approve an appropriation in the amount of $32,000 for Design Phase for Phase IV of the project?

Background:
The Board originally approved a cooperative agreement (M70604) with the City of Petaluma to implement the PRT in 2006. The City delivered Phase III of the project with previous Measure M funds. (Phases I and II were delivered using City only funds). The cooperative agreement needs to be updated to include the newest schedule, scope and cost of the Measure M PRT project.

County counsel has reviewed and approved the proposed amendment. The Petaluma City council approved the amendment at its January 22 council meeting.

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 jurisdiction must submit an appropriation request to initiate spending of Measure M funding for the fiscal year in which the funds are programmed. Petaluma City staff have submitted an appropriation request dated January 22, 2018 for $32,000 to implement the design phase of this fourth Phase of PRT.

<table>
<thead>
<tr>
<th>Coop Funding Agreement #</th>
<th>Jurisdiction</th>
<th>Category</th>
<th>Description</th>
<th>Phase</th>
<th>Appropriation</th>
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</thead>
<tbody>
<tr>
<td>M70604-A1</td>
<td>Petaluma</td>
<td>Bike/Ped</td>
<td>Petaluma River Tr.</td>
<td>IV</td>
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<td></td>
<td></td>
<td>$32,000</td>
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<p>| | | | | | |</p>
<table>
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<tr>
<th></th>
<th></th>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$32,000</td>
</tr>
</tbody>
</table>

Policy Impacts:
None, it is within established policy to amend the cooperative funding agreement. The appropriation is within 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 $32,000 will be made available to the City of Petaluma to reimburse expenditures incurred during completion of the design of the fourth phase of the PRT. The City was granted “advanced funding” per Policy 4.8 of the Strategic Plan, which allows a sponsor to provide its own funding immediately and receive reimbursement at a later date based on programming in a future year. Appropriation of these funds is consistent with the funding availability defined in the Measure M cash-flow model.

Staff Recommendation:

Staff recommends that the Board approve the aforementioned cooperative agreement amendment (M70604-A1) to update the financial plan, scope and schedule, and subsequently to adopt Resolution Number 2018-000 thus approving the appropriation request.
AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT M70604
BETWEEN
THE SONOMA COUNTY TRANSPORTATION AUTHORITY
AND
THE CITY OF PETALUMA

This Amendment (the “Amendment”) is made and entered into as of ________________2018 (Effective Date) by and between the CITY OF PETALUMA, hereinafter referred to as “CITY” and the SONOMA COUNTY TRANSPORTATION AUTHORITY, hereinafter referred to as “AUTHORITY.”

RECATALS

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 CITY previously entered into Cooperative Funding Agreement No M70406 (the “Original Agreement”).

3. CITY and AUTHORITY desire to amend the recitals, project information (Exhibit A), financial plan and schedule (Exhibit B) in order to update terms and reflect programming changes.

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

AGREEMENT

I. AMENDMENTS

Paragraph 7 of Recitals is amended to read as follows:

7. Pursuant to the Strategic Plan and Measure M, Authority is committed to make available up to $2,000,000 (two million dollars) to assist with the Project.

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

1. **Reimbursement of City Expenses.** Consistent with its Strategic Plan, to make available Measure M funds, currently set at $2,000,000 in 2004 dollars to assist with the Project. Authority shall process City invoices within forty-five (45) days of receiving an invoice in a form reasonably acceptable to Authority’s Executive Director.

Paragraph 1 of Section III to read as follows:

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

Paragraph 5 of Section III is amended to read as follows:

5. Notices. Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

To CITY:
Dan St. John
Public Works Director
City of Petaluma
North McDowell Blvd
Petaluma, CA 94954
707-778-4467
dstjohn@ci.petaluma.ca.us

To AUTHORITY:
Suzanne Smith
Executive Director
Sonoma County Transportation Authority
490 Mendocino Ave, Suite 206
Santa Rosa, CA 95401
707-565-5373
suzanne.smith@scta.ca.gov

Exhibits. The following Exhibits in the Original Agreement are replaced by the Exhibits attached hereto: Exhibit A is replaced with Exhibit A-1; and Exhibit B is replaced with Exhibit B-1. All references in the Original Agreement to Exhibit A shall be read to refer to Exhibit A-1, and all references in the Original Agreement to Exhibit B and shall be read to refer to Exhibit B-1.

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

DESCRIPTION

The Petaluma River Trail, when completed, will be a Class 1 multi-use pathway from the Eastside urban limits to the Historic Downtown Area utilizing the creek and River natural corridors, including approximately 2 miles of the Petaluma River. This project carries out a portion of the Petaluma River Access and Enhancement Plan approved by City Council in 2000.

Phase I

In the summer of 2005, the first phase of this project was completed which extended the Lynch Creek Trail across Washington Creek, with a new ADA accessible prefabricated bike/pedestrian bridge, continuing downstream along the Petaluma River to just past Edith Street. Quarry fines were used on top of base rock for the pathway surface, which have proven to hold up very well. Lighting was installed along this portion as well as access points at main streets. This portion of the project was entirely funded by the Petaluma Community Development Commission (PCDC, the Economic Development and Redevelopment Agency).

Phase II

This phase replaced two failing retaining walls along the River near Washington Street to support the River Trail. The replacement wall was a sheetpile wall to match the floodwalls the Army Corps of Engineers installed upstream. Construction was completed in 2006.

Phase III

This phase of the project utilized Measure M Grant to continue the River Trail from Lakeville Street towards Washington Street. The work included the construction of an ADA accessible prefabricated bike/pedestrian across the Petaluma River. The project did not complete the pathway to Washington Street on the west side of the river due to access issues.

Phase IV

The final phase will utilize Measure M Grant to complete the River Trail from the prefabricated bridge at the Petaluma River to Washington Street. The work will include the installation of a new retaining wall, handrail, asphalt pathway and striping.
COOPERATIVE FUNDING AGREEMENT NO. M70604

Between the SONOMA COUNTY TRANSPORTATION AUTHORITY

And CITY OF PETALUMA

EXHIBIT B-1: PROJECT PLAN

<table>
<thead>
<tr>
<th>Phase I Measure M</th>
<th>Prior</th>
<th>17/18</th>
<th>18/19</th>
<th>19/20</th>
<th>20/21</th>
<th>Totals</th>
</tr>
</thead>
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<td></td>
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<tr>
<td>Phase II Measure M</td>
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<tr>
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<td>$331,000</td>
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<td>$2,000,000</td>
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</table>

Phase I Completed Prior to Measure M

Phase II Completed Prior to Measure M

Phase III

<table>
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<th>Project Development Phase</th>
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<th>End</th>
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<tbody>
<tr>
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<td>December 2004</td>
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<td>Project Approval/Env Doc (PAED)</td>
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<td>December 2004</td>
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<td>Right of Way</td>
<td>April 2006</td>
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<td>Construction</td>
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<td>September 2013</td>
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Phase IV

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<th>End</th>
</tr>
</thead>
<tbody>
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<td>September 2017</td>
</tr>
<tr>
<td>Project Approval/Env Doc (PAED)</td>
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<td>July 2018</td>
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<tr>
<td>Right of Way</td>
<td>September 2017</td>
<td>June 2018</td>
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<tr>
<td>Plans Specs, Estimates (PSE)</td>
<td>September 2017</td>
<td>June 2018</td>
</tr>
<tr>
<td>Construction</td>
<td>September 2018</td>
<td>December 2018</td>
</tr>
</tbody>
</table>
January 22, 2018

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

FUNDING APPROPRIATION REQUEST
PROJECT NAME: Petaluma River Trail
AGREEMENT NO. M70604

Dear SCTA Chair:

The City of Petaluma hereby requests that the Sonoma County Transportation Authority (SCTA) take action to appropriate funds at its next Board meeting for the Petaluma River Trail.

The City has entered into a cooperative funding agreement with the SCTA (Cooperative Agreement No. M70604) and is ready to begin work on the design phase of the project. Below is the specific appropriation request information.

<table>
<thead>
<tr>
<th>Project Name &amp; Description:</th>
<th>The Petaluma River Trail is a multi-segment and multi-phase program. Prior Measure M funding was used to design and construct the majority of the segment of the trail from Washington Street to Lakeville. Due to the City's inability to acquire the property rights from one property owner, the trail was stopped short of the connection to the sidewalk on Washington Street. Since a parcel adjacent to the parcel from which the city needs rights is within the development process, that developer is in negotiations with the property owner to obtain rights needed to complete the trail segment. The scope of work is to complete the right of way acquisition and complete the design to close the gap from the prior project to the existing pedestrian walkway along Washington Street.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Category:</td>
<td>Bicycle/Pedestrian Project.</td>
</tr>
<tr>
<td>Phase Development Phase of this Appropriation:</td>
<td>Right of Way Capital &amp; PS&amp;E,</td>
</tr>
<tr>
<td>Amount of Measure M Appropriate</td>
<td>$32,000.00</td>
</tr>
</tbody>
</table>
Request:
- Amount of Local Funding Match: $0
- Sources of Local Funding Match: N/A
- Total Project Cost: $32,000

The current schedule for the River Trail Project is as follows:

<table>
<thead>
<tr>
<th>Project Development Phase</th>
<th>Begin</th>
<th>Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scoping</td>
<td>Complete</td>
<td>Complete</td>
</tr>
<tr>
<td>Environmental</td>
<td>10/2/17</td>
<td>4/28/18</td>
</tr>
<tr>
<td>Right of Way</td>
<td>10/2/17</td>
<td>4/28/18</td>
</tr>
<tr>
<td>PS&amp;E</td>
<td>10/2/17</td>
<td>4/28/18</td>
</tr>
<tr>
<td>Construction</td>
<td>2/1/19</td>
<td>4/1/19</td>
</tr>
</tbody>
</table>

Thank you for your consideration.

Sincerely,

Jeff Slutsman
Senior Civil Engineer

CC:
RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY TRANSPORTATION AUTHORITY, COUNTY OF SONOMA, STATE OF CALIFORNIA, APPROPRIATING MEASURE M FUNDS TO THE CITY OF PETALUMA IN ACCORDANCE WITH COOPERATIVE FUNDING AGREEMENT NO. M70604

WHEREAS, the 2004 Sonoma County Traffic Relief Act Expenditure Plan (hereinafter “Expenditure Plan”) includes $19,000,000 in 2004 dollars, for the Bicycle and Pedestrian funding category; and

WHEREAS, the Sonoma County Transportation Authority (hereinafter “Authority”) and the City of Petaluma (hereinafter “City”) have entered into Cooperative Funding Agreement No. 70604 –A1 (hereinafter “Cooperative Agreement”) regarding the Petaluma River Trail (hereinafter “Project”); and

WHEREAS, the City has submitted a Request for Appropriation of Funds dated January 22, 2018 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 $32,000 to the City pursuant to the Cooperative Agreement to be used for the purposes set forth in Attachment A attached hereto; and

BE IT FURTHER RESOLVED, that funds will be disbursed to the City 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 Agrimonti, seconded by Director Coursey, and approved by the following vote:

<table>
<thead>
<tr>
<th>Director Agrimonti</th>
<th>Director Mansell</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director Coursey</td>
<td>Director Miller</td>
</tr>
<tr>
<td>Director Gorin</td>
<td>Director Rabbitt</td>
</tr>
<tr>
<td>Director Gurney</td>
<td>Director Russell</td>
</tr>
<tr>
<td>Director Landman</td>
<td>Director Salmon</td>
</tr>
<tr>
<td>Director Mackenzie</td>
<td>Director Zane</td>
</tr>
</tbody>
</table>

Ayes: Noes: Absent: Abstain:

____________________________________
David Rabbitt, Chair

This RESOLUTION was entered into at a meeting of the Sonoma County Transportation Authority held February 5, 2018 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
Resolution No. 2018-001
Cooperative Agreement Number: M70604
Project Sponsor: City of Petaluma
Amount: $32,000
February 5, 2018

ATTACHMENT A
Use of Appropriated Funds

SONOMA COUNTY TRANSPORTATION AUTHORITY
RESOLUTION NO. 2015-001

Date: February 5, 2015

Amount of Funds: $32,000

Appropriated to: City of Petaluma

Program Category: Bicycle/Pedestrian Program

Specific Project: Petaluma River Trail

Appropriated For: Plans Specifications and Estimates: $32,000

Scope of Work: Phase IV – Complete the River Trail from the prefabricated bridge at the Petaluma River to Washington Street. The work will include the installation of a new retaining wall, handrail, asphalt pathway and striping.

Other Conditions: None

Staff Comments: This is the eighth appropriation for this project.
Resolution No. 2018-001  
Cooperative Agreement Number: M70604  
Project Sponsor: City of Petaluma  
Amount: $32,000  
February 5, 2018

**ATTACHMENT B**

Chronological Listing of Fund Appropriation Resolutions

**COOPERATIVE FUNDING AGREEMENT NO. M70604-A1**

Between the Sonoma County Transportation Authority  
and the City of Petaluma

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Resolution Number</th>
<th>Date</th>
<th>Funds Appropriated</th>
<th>Cumulative Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>M70604</td>
<td>2006-015</td>
<td>June 12, 2006</td>
<td>$150,000</td>
<td>$150,000</td>
</tr>
<tr>
<td></td>
<td>2007-008</td>
<td>April 09, 2007</td>
<td>$50,000</td>
<td>$200,000</td>
</tr>
<tr>
<td></td>
<td>2007-027</td>
<td>Dec 10, 2007</td>
<td>$50,000</td>
<td>$250,000</td>
</tr>
<tr>
<td></td>
<td>2008-023</td>
<td>July 14, 2008</td>
<td>$165,000</td>
<td>$415,000</td>
</tr>
<tr>
<td></td>
<td>2009-019</td>
<td>July 20, 2009</td>
<td>$85,000</td>
<td>$500,000</td>
</tr>
<tr>
<td></td>
<td>2012-018</td>
<td>June 11, 2012</td>
<td>$315,000</td>
<td>$815,000</td>
</tr>
<tr>
<td></td>
<td>2015-005</td>
<td>March 9, 2015</td>
<td>$847,775</td>
<td>$1,662,775</td>
</tr>
<tr>
<td>M70604</td>
<td>Board Action/No Reso</td>
<td>Jan 11, 2016</td>
<td>-$26,672</td>
<td>$1,636,103</td>
</tr>
<tr>
<td>M70604-A1</td>
<td>2018-001</td>
<td>Feb 5, 2018</td>
<td>$32,000</td>
<td>$1,668,103</td>
</tr>
</tbody>
</table>

TOTAL FUNDS APPROPRIATED $1,668,103
Staff Report

To: Sonoma County Transportation Authority
From: Chris Barney, Senior Transportation Planner
Item: 3.8 – Sonoma County Travel Model – Request for Proposals for Model Validation and Sonoma County Travel Behavior Study
Date: 2/12/2018

Issue:
The Sonoma County Travel Model (SCTM) was last updated and revalidated in 2012 in preparation for the 2016 Comprehensive Transportation Plan Update. SCTM base year land use inputs have been updated from 2010 to 2015 and model forecasts are being updated to reflect the most recent regional forecasts and local planning activity. Staff proposes revalidating, or ground-truthing, the travel model using a 2015 base year and 2015 real world transportation activity data in preparation for the next CTP update and other local plan updates and to ensure that the travel model reflects recent travel patterns and activity. Staff recommends collecting additional data and information on local travel behavior and trends as part of the model validation effort and to support other SCTA and local planning activities.

Background:
The Sonoma County Travel Model is used to evaluate the performance of the Comprehensive Transportation Plan, estimate travel demand impacts of new development and transportation improvements, and forecast the travel demand impacts of population and employment growth. The model is routinely used to analyze transportation impacts of development projects, road improvements, and local planning documents. This analysis is often performed to support project development work, to support local planning, or is completed as part of the environmental review process. State requirements, such as pending SB 743 requirements, may require that the model be used to analyze additional transportation impacts with a focus on broader regional impacts to the transportation system and vehicle miles traveled.

The travel model is updated every 4-5 years proceeding each comprehensive transportation plan update. The travel model was last updated and revalidated in 2012 using a base year of 2010. Updated estimates of housing and employment growth, land use distributions, traffic counts, transit ridership estimates, travel survey data, and census and other demographic data are used to update the travel model as part of this regular update cycle. Model forecasts are revised so that they accurately represent the most recent General Plans, Regional Transportation Plan, and other local planning activities. Model representations of road, highway, transit, and non-motorized transportation facilities are revised as part of the model update cycle so that recent improvements and changes to the existing transportation system and any planned future system improvements are represented in the travel model.

SCTA has worked with local planning and public works/engineering staff over the past year to update the base year land use and transportation system inputs for the Sonoma County Travel Model (SCTM) from 2010
to 2015. Model forecasts of population and employment have been updated to reflect the most recent Plan Bay Area 2040 forecasts and to be in line with current local general and area specific plans. Staff has worked with the SCTA PAC and local planning staff to develop a countywide database of permitted and pending development projects which will be reflected in travel model forecasts.

Now that model inputs have been updated, staff recommends that SCTA retain the services of an independent consultant team to validate, or ground-truth, the travel model using observed data such as traffic counts and transit ridership data. Staff recommends that the consultant team conduct a study of Sonoma County travel behavior to support travel model improvement and to support other SCTA and local transportation and land use planning activities. The consultant team would be asked to provide estimates on possible model improvements and enhancements which would improve the scope and scale of the model, and to improve the model’s ability to support SB743 implementation and climate protection planning.

**Travel Model Validation and Reasonableness Checking:**

SCTM was last calibrated and validated using a base year of 2010. The model will be recalibrated and revalidated to a base year of 2015. Sensitivity and reasonableness checks will be performed in order to ensure that the model is able to accurately represent current and future travel conditions in Sonoma County.

Model calibration is the process of adjusting model formulas and constants until predicted travel matches the observed travel within the study area for the base year. Model validation tests the ability of the model to predict current and future travel behavior and highlights possible errors that should be corrected. As part of the validation process, model forecasts will be compared to real world observations of travel behavior such as traffic counts, travel surveys, and transit ridership counts. Calibration and validation is an iterative process, and model parameters are adjusted based on model validation comparisons. Once model output and observed data are in acceptable agreement, the model will be considered validated. Staff will work with local and regional staff to gather recent traffic count, transit ridership, and travel survey information to be used in model validation.

**Travel Behavioral Study:**

Staff proposes that SCTA conduct a Travel Behavior Study to gather information on trends and changes to travel behavior in Sonoma County to support the travel model update and to provide information and analysis that will inform other transportation planning activities in the county. This study would investigate Sonoma County travel flows, trends and traveler behavior using emerging methods and data sources. This study could provide valuable information on countywide trip origins and destinations, commute and non-work travel flows, visitor and tourist travel, freight and goods movement, travel modes, weekend travel, seasonal travel variation, vehicle occupancies, congestion, and travel bottlenecks. Staff recommends that a baseline study be conducted now, and that smaller scale studies refreshing this baseline data be conducted as part of the future model update cycle (every 4-5 years) or as local needs require.

Similar studies have been recently completed in Napa and Marin counties. Links to reports discussing the results of these studies are provided below:

*Napa County Travel Behavior Study:*

http://www.nvta.ca.gov/sites/default/files/Napa%20County%20Travel%20Behavior%20Study.pdf
Model Enhancement and Improvement:

Staff recommends that the following model improvements be investigated as part of the model update:

1. **Weekend Model**: The Sonoma County Travel Model currently estimates travel for average workdays (Tues-Thurs). A consultant would be directed to develop weekend daily and weekend peak travel estimates and to develop a weekend sub-model.

2. **Enhanced representation of Visitor/Tourism travel**: Visitor destinations in Sonoma County are not explicitly represented by a specific tourism/visitor use type in the travel model and are represented in the model as commercial, institutional, or large scale park/recreational area land uses. A consultant would be directed to gather information and data on visitor travel in Sonoma County and to assess how this could be represented in the travel model.

3. **Enhanced representation of Winery/Agricultural uses**: Wineries and agricultural uses are currently represented as industrial, retail, or special generator uses in the SCTM. A consultant would incorporate winery, agri-tourism, and agricultural land uses and trip generation rates into the travel model.

4. **SB743 Reporting and Analysis**: SB 743 has changed the way transportation impacts are required to be analyzed in CEQA. This legislation is shifting the focus of transportation analysis away from congestion and roadway level of service to concentrate on overall travel/system usage using Vehicle Miles Traveled as the preferred metric to measure transportation impacts. Consultants would be directed to recommend possible features that may be necessary to meet SB743 analysis requirements and that could streamline SB743 reporting.

5. **Expanded model boundaries**: The Sonoma County Travel Model currently extends to the Sonoma County line with a basic representation of a limited number of external zones. County gateway flows from external zones are used to estimate travel into and out of Sonoma County in the model. A consultant would be directed to recommend and provide cost estimates for expanding model boundaries while not significantly increasing model run times. Recommendations could include but would not necessarily be limited to including regional detail from the MTC regional model for all other Bay Area counties, and using land use inputs from these models for these areas in SCTM.

**Timing:**

The Sonoma County Travel Model has been historically updated and revalidated in conjunction with the 4-5 year CTP update cycle. The last major Sonoma County Travel Model update and validation was completed in 2012 proceeding the last SCTA CTP update. Countywide land use, travel, and planning conditions have changed since the last model update, and the current model update will capture these changes and bring model assumptions in line with recent regional, state, and local planning documents. SCTA and local data analysis and modeling needs have changed since the last model update. The recommended model improvements and enhancements will help SCTA’s modeling program better meet these needs and requirements.
The project scope of work has been circulated for comment at SCTA advisory committees. Consultant selection and project work would proceed after board approval. Staff recommends that all model update, model validation and improvements, and data collection be completed by December of 2018 so that the updated and enhanced travel model and Travel Behavior Study will be available to support the next SCTA CTP update and other major planning document updates.

**Policy Impacts:**

The SCTM is used to measure Comprehensive Transportation Plan performance, to provide information on the current and future performance of the countywide transportation system, and to analyze transportation and emissions impacts of projects and planning documents. When it is completely updated and revalidated, the updated version of SCTM will be used for all SCTA travel demand modeling activities.

**Fiscal Impacts:**

Staff has completed a portion of the travel model update in-house and has coordinated with local planning and public works staff to review updated model inputs including existing land use, housing and employment forecasts, transportation networks, and local travel trends. Consultants will be retained to assist with model recalibration and validation, with the implementation of recommended model improvements, and with the preparation of a travel behavioral study for Sonoma County. The previous travel model improvement and validation contracts was completed with a budget of $50,000. The cost of a travel behavior study will depend on the final scope of work and proposals received.

**Staff Recommendation:**

Consider approving the attached Request for Proposals and associated Scope of Work for model validation, model improvement, and the collection of travel behavior data for Sonoma County. If approved staff will release the RFP and begin the collection of proposal and consultant selection process. A final consultant contract will be presented to the board for review and final approval.
REQUEST FOR PROPOSALS

Sonoma County Travel Model 2018 Update

SONOMA COUNTY
TRANSPORTATION AUTHORITY
490 Mendocino Avenue, Suite 206
Santa Rosa, CA 95401
(707) 565-5373

Key RFP Dates
Issued: February 6, 2018
Responses Due: February 27, 2018
Interviews: March 13-16, 2018
February 6, 2018

NOTICE OF REQUEST FOR PROPOSALS
SONOMA COUNTY TRAVEL MODEL 2018 UPDATE

Interested Parties:
The Sonoma County Transportation Authority invites proposals from qualified consultants to submit proposals for the 2018 update of the Sonoma County Travel Model (SCTM). The project scope of work includes the following tasks:

- Revalidation/calibration of SCTM
- Travel Behavior Study for Sonoma County
- Model improvements and enhancements

Proposals must be submitted at or before 5:00 p.m. on February 27, 2018.

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

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

Proposals and amendments to proposals received after the date and time specified above will be returned unopened. Questions regarding this RFP will be accepted through February 13, 2018 and should be directed in writing to Chris Barney via email, cbarney@sctainfo.org, or at the address shown above. Copies of this RFP will be available online at www.scta.ca.gov.

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

Sincerely,

Chris Barney
Sonoma County Transportation Authority
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SECTION 1. OVERVIEW

A. INTRODUCTION

The Sonoma County Transportation Authority is the transportation planning and fund-programming agency for Sonoma County.

The Sonoma County Transportation Authority (hereinafter referred to as the "Authority" or “SCTA”) is seeking consultant services to update the Sonoma County Travel Model:

- **Task 1** Recalibrate/revalidate the Sonoma County Travel Model to 2015 using current travel data and updated land use scenarios.
- **Task 2** Travel Behavior Study for Sonoma County
- **Task 3** Implement model improvements and enhancements

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

It is the intent of the Authority to award a contract to the best-qualified firm that demonstrates experience in travel model estimation, validation, and analysis.

The Authority also reserves the right to reject any or all of the proposals, to investigate the qualifications of all firms under consideration, to confirm any part of the information furnished by a respondent, or to obtain additional evidence of managerial, financial or other capabilities which are considered necessary for successful performance under the contract.

B. BACKGROUND

The Sonoma County Transportation Authority, SCTA, was legislatively formed in 1990 to serve as the coordinating and advocacy agency for transportation funding for Sonoma County. Since 2004 SCTA has administered Measure M funds generated within Sonoma County through a local sales tax for specific transportation projects in the County. SCTA partners with other agencies to improve transportation within the County, including Highway 101, local streets, transit, bicycle and pedestrian facilities.

SCTA oversees the operation and development of the Sonoma County Travel Model (SCTM) as part of its transportation planning and coordination activities. SCTM is used to forecast future travel patterns and demand based on changes in the transportation system, land use changes, and changing demographics.

SCTM is a conventional 4-step travel model covering all of Sonoma County. Travel to and from Sonoma County is represented by 18 gateway zones at major road crossings at the Sonoma County Line. Key elements of the current SCTM include:

- The model uses Cube software.
- The current validated base year of the model is 2010 and the forecast year is 2040.
- Three time periods are included in the model: AM peak hour, PM peak hour, and Daily.
- 803 active traffic analysis zones (TAZs)
- Road, transit, and non-motorized networks.
- Land Use assumptions based on Plan Bay Area 2040 and local planning documents and input.

SCTA has recently completed a major update to the base year land use database for the SCTM. Base year assumptions have been updated from 2010 to 2015. A parcel level existing land use dataset was developed as part of the land use update. TAZ boundaries have been
revised in order to: ensure consistency with census geography, match jurisdictional boundaries and spheres of influence, account for large future development projects, correct issues with travel barriers, and to improve network loading in the travel model.

SCTM was last calibrated and validated using a base year of 2010. The attached scope of work proposes recalibrating and revalidating the model to a base year of 2015, performing sensitivity and reasonableness checks on the future year modeling scenarios, implementing model improvements, and collecting travel behavioral data for Sonoma County.

Model calibration is the process of adjusting model formulas and constants until predicted travel matches the observed travel within the region for the base year. Model validation tests the ability of the model to predict future travel behavior. Validation requires comparing model forecasts with real world observations of travel behavior such as traffic counts, travel surveys, and transit ridership counts. Calibration and validation is an iterative process, and model parameters are adjusted based on model validation comparisons. Once model output and observed data are in acceptable agreement, the model can be considered validated.

C. ELIGIBILITY REQUIREMENTS
This RFP is open to any firm that provides consulting services that complies with all conditions identified within this RFP and certifies in its cover letter that it meets the following conditions:

1. Is not in litigation adverse to SCTA or the County of Sonoma or in other litigation that may have a significant and adverse impact on the ability to perform services for SCTA.

2. Does not represent clients in litigation adverse to SCTA or the County of Sonoma or in other litigation that may have a significant and adverse impact on the ability to perform services for SCTA.

3. Has the resources and commitment to complete all components of the project in a timely manner, as outlined in the Scope of Work and also including, but not limited to, attending Board and advisory meetings of the SCTA and advising staff on matters specific to the Sonoma County Travel Model 2018 Update.

4. SCTA requires that the professional who signs the proposal as the manager of the professional contract with SCTA shall certify that he or she will be present at all meetings requested by SCTA staff members and will fully participate in the day-to-day management of the contract.

D. PROPOSAL CONTENT
Respondents are asked to respond to the questions outlined below. Please be as brief and concise as possible. You are requested to limit your response to 30 pages. To facilitate the evaluation, all proposals should be in the format described below.

1. Cover Letter
   Signed by an official authorized to bind the consultant.

2. Title page
   Identify the RFP subject, name of the Proposer’s firm including sub consultants (if any) local address, name and telephone number of contact person, and the date.

3. Table of Contents

4. Overview and Summary. This section should clearly convey the consultant’s understanding of the nature and purpose of the work and the general approach to be taken, including the method for revalidating the Sonoma County Travel Model,
implementing model improvements, and collecting travel behavior data for Sonoma County.

5. Management Approach. This section should describe the consultant’s approach to management of the work. If subconsultants are to be used, provide similar information for each subconsultant. This section should discuss the consultant’s organization for this project, how the work assignments are to be structured, and the staffing. The staffing discussion should include the names and a brief summary of the qualifications of the key personnel involved in each aspect of the project. The current work commitment of the Project Manager and key staff should also be presented. A chart showing the amount of time each key team member is devoting to the project should be included along with billing rates. Discuss the firm/team’s approach for completing the services for this project within budget.

The proposal should include a staffing plan and an estimate of the total hours detailed by position. The staffing plan should also identify the hours required to complete each of the tasks listed in Section II above and the total hours for the overall project.

6. Personnel Qualifications. This section should include a summary of the resumes of the team members that would be assigned to the project. Specific relevant experience should be highlighted for each team member. This should include previous work on travel model estimation, calibration, validation, and development, collection of travel behavior information, and familiarity with Sonoma County.

7. Qualifications of the Firm. This section should provide a short description of previous projects which significantly relate to the consultant’s qualifications for this project. This should include previous work on model estimation, calibration, validation, and development, and work outlined in the project Scope of Work. This description should identify the role, if any, of the key personnel assigned to conduct the project. Provide a list of five former or current clients for whom the firm has performed services similar to those described in this RFP, along with names and telephone numbers of persons who may be contacted as references, and the consultant team member who performed the work. If subconsultants are to be used, provide similar information for each subconsultant.

E. APPENDICES

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

F. EXCEPTIONS/DEVIATIONS

State any exceptions to or deviations from the requirements of this RFP and segregate "technical" exceptions from "contractual" exceptions. Where Proposers wishes to propose alternative approaches to meeting the Authority's technical or contractual requirements, these should be thoroughly explained.

SECTION 2. INSTRUCTIONS TO PROPOSERS

A. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the Authority’s Scope of Work as set forth in Exhibit A.
B. ADDENDA
Any Authority changes to the requirements of this RFP will be made by written addenda. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to, or deviations from, the requirements set forth in this RFP as the result of oral instructions.

C. CLARIFICATIONS
1. Examination of Documents:
   All relevant documents pertaining to the Authority can be found at www.scta.ca.gov.
2. Submitting Requests
   a. All questions must be put in writing and must be received by the Authority no later than 5:00PM on February 13, 2018. Thereafter the Authority will enforce a Blackout period, see Blackout Notice attached as Exhibit B.
   b. Any of the following methods of delivering written questions are acceptable as long as the questions are addressed to Chris Barney, and are received no later than the date and time specified above:
   c. U.S. Mail: Sonoma County Transportation Authority, 490 Mendocino Avenue, Suite 206, Santa Rosa, California 95401.
   d. Personal Courier: Sonoma County Transportation Authority, 490 Mendocino Avenue, Suite 206, Santa Rosa, California 95401.
   e. Facsimile: The Authority's fax number is (707) 565-5370.
   f. E-Mail: e-mail address is cbarney@sctainfo.org.
3. Authority Responses: Responses from the Authority will be posted on the SCTA website no later than 5:00PM, February 16, 2018. A pre-submittal meeting will be scheduled for February 13, 2018 if determined necessary by SCTA staff.

D. SUBMISSION OF PROPOSALS
1. Date and Time
   Proposals must be submitted at or before 5:00 p.m. on February 27, 2018. Proposals received after the above-specified date and time will be returned to Proposers unopened.
2. Address
   Proposals delivered by mail or in person shall be submitted to the following:
   **Sonoma County Transportation Authority**
   490 Mendocino Avenue, Suite 206
   Santa Rosa, California 95401
   Attention: Sonoma County Travel Model 2018 Update
3. Identification of Proposals
   Proposer shall submit an original and five (5) hard copies of its proposal in a sealed package, and one (1) digital copy on CD or DVD.
4. Acceptance of Proposals
   The Authority reserves the right to:
a. Accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals or in the selection process;

b. Request additional information of Proposers at its discretion;

c. Withdraw this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Proposer responding to this RFP; and

d. The Authority reserves the right to postpone proposal openings for its own convenience.

5. Confidentiality of Proposals

Proposals received shall remain confidential until the contract, if any, resulting from this RFP is awarded. Thereafter, all information submitted in response to this request shall be deemed a public record. In the event that the Proposer desires to claim portions of its proposal as exempt from disclosure, it is incumbent on the Proposer to clearly identify those portions with the word “confidential” printed on the lower right-hand corner of the page. SCTA will consider a Proposer’s request for exemption from disclosure; however, SCTA will make its decision based on applicable laws. An assertion by the Proposer that the entire proposal is exempt from disclosure will not be honored.

E. PRE-CONTRACTUAL EXPENSES

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

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

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

F. JOINT OFFERS

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

G. INSURANCE AND AGREEMENT PROVISIONS

The Proposer must satisfy the insurance requirements of the proposed Agreement for Consulting Services. Please return the Insurance Questionnaire (Exhibit C) with the proposal.

The successful Proposer will be required to adhere to the provisions, terms, and conditions of the attached standard Agreement for Consulting Services (Exhibit D). Objections to any provisions must be identified in the proposal. No response will signify that the agreement is acceptable as written.
H. LEVINE ACT
The selected consultant team will be required to disclose on the record any contribution of $250.00 or more which they have made to an SCTA Board member within the twelve-month period preceding submission of the RFP. This applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation, which is part of your team. If you have made a contribution which needs to be disclosed, you must provide written notice of the date, amount and receipt of the contribution(s) in writing to the SCTA Executive Director, Suzanne Smith. This information will need to be provided before the SCTA can approve any contract.

SECTION 3. EVALUATION AND AWARD

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

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

- Relevant experience of the key personnel assigned to the project (20 points);
- Qualifications of the Firm, including relevant experience with projects of this type (10 points);
- Experience with model estimation, calibration, validation, and implementation (20 points);
- Experience collecting travel behavioral data and information (20 points);
- Project understanding and approach (20 points); and
- Experience and examples of project documentation (10 points).

During the evaluation period, the Authority may interview some or all of the proposing firms. Interviews will be scheduled during the period of March 13-16. No other interview dates will be provided; therefore, if a Proposer is unable to attend the interview on this date its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Proposer after which the evaluation committee will ask questions related to the firm’s proposal and qualifications. The committee will use pre-established criteria during the interview process to score and make their final recommendation.

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

The SCTA reserves the right to select a consultant based solely on written submittals and not convene oral interviews. If oral interviews are necessary, the selected Proposer will be requested to make a formal presentation. The Evaluation Committee will recommend one consultant from those interviewed. The recommendation will then be forwarded to the Executive Director for action.
B. AWARD
Acceptance of a proposal or other material during the selection process does not constitute a contract and does not obligate the SCTA to award funds. Funding is subject to final contract approval by the SCTA Board of Directors. SCTA reserves the right to reject any and all responses without penalty and to act in the best interest of the SCTA.

The Authority will evaluate the proposals received and will submit the proposal considered to be the most competitive to the Authority’s Board of Directors, for consideration and selection. The Authority may also negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the Authority.

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

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

SECTION 4. SCHEDULE
The following is a tentative project schedule and milestone requirement for the project.

Release RFP: Tuesday February 6, 2018
Pre-Submittal Meeting*: Tuesday February 13, 2018 10:00 a.m.
Proposals Due: February 27, 2018, 5 p.m. at SCTA offices
Interview Dates: March 13 - 16, 2018
Consultant Selection: March 23, 2018
Project Completion: December 21, 2018

*The intent of the pre-submittal meeting is to respond to all questions regarding the model and SCTA requirements. Additional information on the Sonoma County Travel Model 2018 Update will not be made available before this meeting.
LIST OF ATTACHMENTS

Exhibit A. Scope of Work
Exhibit B. Blackout Notice
Exhibit C. Insurance Questionnaire
Exhibit D. Standard Agreement for Consulting Services
PROJECT OBJECTIVE

The Sonoma County Transportation Authority (SCTA) uses a combination of digital databases, computer software, and scientific theory to replicate the real world transportation system in the Authority’s travel demand modeling program. SCTA’s travel demand model is used to forecast future travel patterns and demand based on changes to the transportation system (new roads, changes in capacity, etc.), housing and employment growth (changes in residential densities, or locations, new job sites, etc.), and changing demographics and travel preferences.

SCTA is currently updating base year land use inputs for the Sonoma County Travel Model (SCTM) from 2010 to 2015. Model forecasts of population and employment are currently based on 2040 estimates from Plan Bay Area 2040 and local general and area specific plans. Model traffic analysis zones and highway/road and transit networks have been updated to reflect changes to the transportation system and to reflect future changes to the countywide road and transit network.

The current SCTM was last calibrated and validated, or ground-truthed using observed data, for a base year of 2010. SCTA proposes recalibrating and revalidating the model to a base year of 2015 and performing sensitivity and reasonableness checks on updated future year model scenarios.

SCTA wishes to gather information on trends and changes to travel behavior in Sonoma County to support the travel model update and to provide information and analysis that will inform other planning efforts in the county. New methods and data sources are available that could streamline the process of providing updated information on travel, traveler behavior, and use of the Sonoma County Transportation System. Proposing organizations are asked to consider and discuss how these methods and data could be used to enhance the SCTM and provide valuable information on Sonoma County travel flows, trends, and traveler behavior that can help SCTA and other local organizations meet their transportation and planning goals.

TASK 1: 2015 MODEL CALIBRATION/VALIDATION

Travel demand models are calibrated and validated in order to ensure that they provide reasonable estimates of current and future travel. Model calibration is the adjustment of constants and other model parameters in estimated or asserted models in order to make the models replicate observed data for a base year. Model validation is the application of the calibrated model and comparison of the results against observed data. SCTM was last calibrated and validated to a base year of 2010 and should be recalibrated and revalidated to a base year of 2015 using travel and traffic data from that year.

A number of evaluation and reasonableness checks should be performed to enhance the model’s forecasting ability, and validation work should follow the guidelines provided in *Travel Model Validation and Reasonableness Checking Manual Second Edition* (Federal Highway Administration 2010).

Before work begins on the SCTM 2018 update the consultant and SCTA staff shall review this scope of work and revise as necessary based on the recommendations of the consultant.
Calibration:

Each step of the SCTM should be recalibrated using the most recent available versions of the US Census (TPP, Journey to Work, etc.), CA SWTS, National Travel Survey, Bay Area Travel Survey, HPMS, Caltrans traffic counts, local traffic counts, local transit ridership data and other travel data as recommended by the consultant.

Sonoma County has experienced significant economic “boom” and “bust” periods over the past decade. The consultant should account for abnormal economic conditions that may be observed for the calibration/validation year and the past decade and propose a method for ensuring that the base year validation can reasonably be used to forecast the future under a variety of economic conditions.

Validation:

Upon completion of the first round of calibration, the consultant should perform a model validation by comparing the calibrated model to year 2015 observed traffic counts and transit boarding data. Upon evaluating the first round of validation results, model components may need to be adjusted. The consultant should recommend and implement model revisions in all rounds of calibration and validation, and recommend the number of model revision iterations that should be performed to ensure adequate model validation. Model validation should include static and dynamic validation testing.

Static validation tests should include evaluation of the following along with other static validation tests as recommended by the consultant:
- Trip length frequency by purpose
- Average travel times by purpose
- Mode split by purpose
- Roadway segment model-to-count ratios
- Screenline ratios
- Model speed vs. observed speed
- Transit system ridership

Dynamic validation tests should include testing model input changes of the following with other dynamic validation tests as recommended by the consultant:
- Household location, density, diversity, and other household attributes
- Employment location, density, diversity, and type
- Roadway network
- Transit service
- Parking and other pricing policies
- Travel demand management programs

Forecast Year Reasonableness/Sensitivity Testing:

The SCTM currently includes a future forecast year of 2040 based on regional Plan Bay Area 2040 estimates of future housing and employment growth. SCTA and local jurisdiction planning staff are updating SCTM’s future forecast year to 2040 using current local planning estimates and the most recent Plan Bay Area Sustainable Communities Strategy population and employment estimates being developed by the MTC and ABAG. The consultant should perform
reasonableness and sensitivity tests on the future forecast year scenario, recommend, and then execute model revisions based on future year model testing.

Deliverables:

- Recalibrated and revalidated travel model.
- Model validation report documenting the final model parameters, model calibration results, model validation results, as well as the basic process followed for model calibration and validation, and major decisions made during the process. This validation report should include base year validation and should include a chapter discussing future year reasonableness and sensitivity testing. Two (2) hard copies and one (1) digital copy of this report should be provided.
- Digital media copies of model files including all travel data collected as part of this project.

OPTIONAL TASKS:
The project proposal should provide cost estimates and project approaches for Tasks 2-4. Tasks 2-3 and elements of Task 4 may be combined into a single effort if it makes sense to combine these tasks into a single work effort.

TASK 2: ORIGIN-DESTINATION AND TRAVEL BEHAVIOR ANALYSIS

The collection of detailed origin-destination data for Sonoma County and surrounding areas will provide insights on regional travel patterns on highway and road systems, transit, travel flows and trends, and highlight areas county residents are traveling from and where they and other travelers are travelling to.

Proposed origin-destination and travel behavior analysis project tasks:

- Meet with agency staff to finalize project scope and solidify a schedule for completing the project. Elements of the project must be completed on a timely basis and data must be captured on specific intervals in order to understand seasonal travel and school travel.
- Work with agency staff and SCTA advisory committees to gather feedback on project approach and deliverables of the project.
- Gather existing available data for Sonoma County including: transportation, employment, school, freight, and tourism data, and review with staff and committees to identify data gaps.
- With input from agency staff and committees, design a data approach for obtaining countywide origin-destination and travel flow information; data sources may include but are not limited to the following:
  - Vehicle counts at county gateways and other important intersections
  - License plate scanning
  - Mobile device data
  - Onboard GPS data
  - Video detection
  - Travel monitoring data
- The study should summarize daily and peak hour trips by Sonoma County Travel Model traffic analysis zone (TAZ), and jurisdiction.
• The study should identify external and internal travel flows and identify concentrations of specific activities by trip purpose (work, school, visitor, other trips).

• Collect data and analyze:
  - The number of trips per day and origins and destinations that are associated with visitors, residents, and workers.
  - The number of trips by travel mode – car, bus, bike, etc.
  - The number of trips per day produced by and attracted to origins and destinations that are associated with major employers in Sonoma County.
  - The number of work and visitor trips observed on weekdays and weekends.
  - Identify internal and external commute flows, summarize by county and jurisdiction.
  - Summaries of other trips coming into Sonoma County, leaving Sonoma County, and passing through the county (i.e. XI, IX, and XX trips).
  - The travel characteristics associated with major tourist destinations in the county which could include: number of trips per day, origins and destinations, seasonal variations, etc.
  - The number of trips per day, origins and destinations, that are associated with Santa Rosa Junior College, Sonoma State University, and other schools to be identified by staff and advisory committees.
  - Vehicle occupancies by trip purpose.
  - Temporal and seasonal variations of travel including peak travel times of each day/week and seasonal variations of travel.
  - Summary of trip purpose including work, school, non-home based, other, and visitor trips.
  - Percentage of commuters/visitors traveling to Sonoma County separated by the county of origin and vice versa.
  - Estimates of goods movement and/or freight movement flows in and through Sonoma County.

• Review the collected data and proposed conclusions with agency staff and committees.
• Prepare and provide edits for an Administrative Draft report for review and comment, a Public Draft, and a Final Report for approval by the SCTA Board.

The proposed work should build on other related work performed recently in the Sonoma County area including:

- Sonoma County Transportation Authority – Highway 37 Origin and Destination Analysis;
- Sonoma County Transportation Authority – Comprehensive Transportation Plan;
- Napa County Transportation and Planning Agency – Napa County Travel Behavior Study;
- Caltrans – Integrated Traffic, Infrastructure and Sea Level Rise Analysis (Hwy 37);
- California Statewide Travel Survey;
- Plan Bay Area 2040;
- Transportation Authority of Marin – TAM Origin-Destination Data Collection Draft Report; and
TASK 3: TRAVEL SURVEYS

SCTA seeks to gather additional information on travel behavior in Sonoma County. Data collected and presented as part of work performed in Task 2: Origin-Destination and Travel Behavior Analysis could be enhanced by collecting additional traveler information through in-person, online, or other survey techniques. The proposal should assess the possible benefits and costs of collecting additional traveler behavioral information using surveys or similar approaches.

Proposed project tasks:

- Meet with agency staff to determine the benefits of obtaining survey information in addition to data collected as part of Task 2. Finalize scope and solidify a schedule for completing the project. Elements of the project must be completed on a timely basis and data must be captured on specific intervals in order to understand seasonal travel and school travel.
- The consultant should present new technologies and data methods that are cost effective in obtaining the desired travel behavioral data in place of surveying such as travel data generated from cell phones, GPS, and other mobile devices etc.
- Work with agency staff and advisory committees to gather feedback on project approach and deliverables of the project.
- With input from agency staff and committees, design a data approach for obtaining countywide travel behavioral information which should include information collected as part of other tasks and additional approaches including but not limited to:
  - Online or in person surveys;
  - Traffic counts at important visitor locations; and
  - Use of data from public and private tourist destinations.
- Survey tools should include basic demographic information (gender, race, income).
- Surveys should include basic questions about willingness to use alternative modes for work and non-work trips (transit, vanpool, private excursion services such as limousine, etc.).
- Surveys should include follow-up on why drivers have not shifted to alternate modes, and what would incentivize them to use transit, vanpool/carpool, or other options.
- Review the collected data and proposed conclusions with agency staff and committees.
- Prepare and provide edits for an Administrative Draft report for review and comment, a Public Draft, and a Final Report for approval by the SCTA Board.

The proposed work should build on other related work performed recently in the Sonoma County area including:

- Sonoma County Transportation Authority – Comprehensive Transportation Plan;
- California Statewide Travel Survey;
- Plan Bay Area 2040; and
- Napa County Transportation and Planning Agency – Napa County Travel Behavior Study.
TASK 4: TRAVEL MODEL ENHANCEMENTS

SCTA requests that the consultant provide estimates for the following optional model upgrades or improvements:

1. **Weekend Model:** The Sonoma County Travel Model currently estimates travel for average workdays (Tues-Thurs). The consultant should provide estimates for providing weekend daily and weekend peak travel estimates by developing a full weekend sub-model, or by factoring workday travel estimates.

2. **Enhanced representation of Visitor/Tourism travel:** Visitor destinations in Sonoma County are not explicitly represented by a specific tourism/visitor use type in the travel model and are coded as primarily commercial, institutional, or large scale park/recreational area land uses. The consultant should provide an estimate for gathering information and data on visitor travel in Sonoma County and how this could be represented in the travel model.

3. **Enhanced representation of Winery/Agricultural uses:** Wineries and agricultural uses are currently represented as industrial, retail, or special generator uses in the SCTM. The consultant should provide an estimate for incorporating winery, agri-tourism, and agricultural land uses and trip generation rates into the travel model.

4. **SB743 Reporting and Analysis:** SB 743 has changed the way transportation impacts will be analyzed in CEQA. This legislation is shifting the focus of transportation analysis away from congestion and roadway level of service to concentrate on overall travel/system usage using Vehicle Miles Traveled as the preferred metric to measure transportation impacts. Consultants should recommend possible features that may be necessary to meet SB743 analysis requirements and that streamline SB743 reporting.

5. **Expanded model boundaries:** The Sonoma County Travel Model currently extends to the Sonoma County line with a basic representation of a limited number of external zones. County gateway flows from external zones are used to estimate travel into and out of Sonoma County in the model. SCTA desires to include a more detailed representation of external travel and external trip origins and destinations in the model. The consultant should recommend and provide cost estimates for expanding model boundaries while not significantly increasing model run times. Recommendations could include but should not necessarily be limited to including Bay Area Metro Travel Model TAZs for all other Bay Area counties, and using land use inputs from these models for these areas in SCTM.
EXHIBIT B

BLACKOUT NOTICE

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

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

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

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

INSURANCE QUESTIONNAIRE

REQUEST FOR QUALIFICATIONS FOR CONSULTANT SERVICES FOR
SONOMA COUNTY TRANSPORTATION AUTHORITY

Organization Name: _________________________ Telephone: ___________________

Address: ___________________________________

___________________________________

___________________________________

Contact Person: _____________________________

Workers' Compensation

Do you have limits as required by the Labor Code of the State of California?

______________________________________________________________________

General Liability Insurance

Existing Limits: _________________________________________________________

If your existing limits are less than required by SCTA, what limits can/will you obtain for this contract?

______________________________________________________________________

Automobile Liability Insurance

Existing Limits: _________________________________________________________
If your existing limits are less than required by SCTA, what limits can/will you obtain for this contract?

_______________________________________________________________________

Professional Liability Insurance

Existing Limits: ____________________________________________________________

If your existing limits are less than required by SCTA, what limits can/will you obtain for this contract?

_______________________________________________________________________
This Agreement is made by and between ___________________ (hereinafter referred to as “CONSULTANT”), and the Sonoma County Transportation Authority (hereinafter referred to as “SCTA”) for the purpose of providing skilled and knowledgeable professional consulting services in connection with _____________.

RECITALS

WHEREAS, Consultant represents that it is a duly qualified and licensed ________, experienced in the preparation of _______________________________ and related services; and

WHEREAS, in the judgment of the SCTA Board of Directors, it is necessary and desirable to employ the services of Consultant for ______________________________;  

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

AGREEMENT

1. GENERAL PROVISIONS

1.1 SCOPE OF AGREEMENT: SCTA retains CONSULTANT to provide _______________________________. The scope of services to be provided by CONSULTANT is more specifically defined in “Exhibit A,” attached hereto and incorporated herein by reference. In case of any conflict between Exhibit A and this Agreement, the terms of this Agreement shall prevail. CONSULTANT shall work closely with SCTA and SCTA staff in the performance of all work pursuant to this Agreement.

1.2 PERFORMANCE STANDARD: CONSULTANT shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONSULTANT’s profession. If any of CONSULTANT’s work is not in accordance with such level of competency and standard of care, SCTA shall have the right to do any or all of the following: (a) require CONSULTANT to meet with SCTA to review the quality of the work and resolve matters of concern; (b) require CONSULTANT to repeat the work
at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to paragraph 4.2; or (d) pursue any and all other remedies at law or in equity.

1.3 **ASSIGNED PERSONNEL:** CONSULTANT shall assign only competent personnel to perform work hereunder. In the event that at any time, and for any reason, SCTA desires the removal of any person or persons assigned by CONSULTANT to perform work hereunder, CONSULTANT shall remove such person or persons immediately upon receiving written notice from SCTA.

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

___________________________  ____________________________

1.4 **SUBCONTRACTING:** CONSULTANT shall perform the work contemplated with resources available within its own organization, and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by SCTA’s Executive Director, except that which is expressly identified in this Agreement. Any subcontract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants or subcontractors. Any substitution of subconsultants or subcontractors shall be approved in writing by SCTA’s Executive Director in advance of assigning work to a substitute subconsultant or subcontractor.

2. **COMPENSATION:**

2.1 **PAYMENT FOR CONSULTANT’S SERVICES:** For all services and incidental costs required hereunder, CONSULTANT shall be paid no more than ____________________. Payment shall be made in accordance with the payment terms set forth in Exhibit __, attached hereto and incorporated herein by reference. Payment shall be made to CONSULTANT in the manner provided in Paragraph 2.2 below.

2.2 **PAYMENT PROCEDURE:** CONSULTANT shall submit an invoice to SCTA on a monthly basis, containing the following information: (A) the amount of the current billing and a description of the associated work performed; (B) the total amount of the previous bill; (C) the total billings to date; and (D) any and all relevant receipts or other appropriate cost documentation. Within fifteen (15) business days following receipt of the invoice by SCTA, SCTA shall determine whether CONSULTANT has satisfactorily performed the work identified in the invoice and whether the costs are properly documented. If SCTA determines that CONSULTANT
has not satisfactorily performed such work, SCTA shall inform CONSULTANT in writing of such fact and may proceed pursuant to Paragraph 1.2. Subject to the provisions of Paragraph 13, SCTA shall cause payment to be made to CONSULTANT within thirty (30) business days following SCTA’s determination that CONSULTANT has satisfactorily performed the work for which CONSULTANT has invoiced SCTA and that the invoice is supported by relevant receipts or other appropriate cost documentation. CONSULTANT shall be paid for services rendered, subject to the total compensation limit set forth in Paragraph 2.1, at the billing rates specified in Exhibit __.

3. **TERM OF AGREEMENT:** The term of this Agreement shall be from _________ to _____________, unless terminated earlier in accordance with the provisions of Paragraph 4 below.

4. **TERMINATION:**

   4.1 **TERMINATION WITHOUT CAUSE:** At any time and without cause, SCTA, in its sole discretion, shall have the right to terminate this Agreement by giving CONSULTANT ten (10) business days written notice of termination. In such event, as full payment for all services hereunder, SCTA shall pay CONSULTANT for work satisfactorily performed and reimbursable expenses properly incurred up to the date of termination. Such payment shall be made in the manner provided in paragraph 4.3.

   4.2 **TERMINATION FOR CAUSE:** Should CONSULTANT fail to perform any of its obligations hereunder, within the time and in the manner provided herein, or otherwise violate any of the material terms of this Agreement, SCTA may terminate this Agreement immediately by giving CONSULTANT written notice of termination, stating the reason for termination, with a reasonable opportunity to cure. In such event, as full payment for all services hereunder, SCTA shall pay CONSULTANT for work satisfactorily performed and reimbursable expenses properly incurred up to the date of termination, less the amount of actual damages, if any, sustained by SCTA by virtue of CONSULTANT’s breach of this Agreement. Such payment shall be made in the manner provided in paragraph 4.3.

   4.3 **DELIVERY OF WORK PRODUCT AND FINAL PAYMENT UPON TERMINATION:** In the event of termination, CONSULTANT shall, within ten (10) days following the date of termination, deliver to SCTA all materials subject to the provisions of paragraph 15 and submit to SCTA an invoice for work performed and reimbursable expenses incurred up to the date of termination. The invoice shall contain the information specified in paragraph 2.2. Upon receipt thereof, SCTA shall determine whether CONSULTANT has satisfactorily performed the work and properly incurred the reimbursable expenses identified in the invoice and cause payment to be made to CONSULTANT for such work and reimbursable expenses that SCTA determines CONSULTANT has satisfactorily performed or properly incurred; provided, in the case of termination for cause, SCTA shall deduct from the sum otherwise due CONSULTANT the amount of actual damages, if any, sustained by SCTA by virtue of CONSULTANT’s breach of this Agreement.
5. **INDEMNIFICATION:** CONSULTANT agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to the SCTA, and to defend, indemnify, hold harmless, and release SCTA, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses, including reasonable attorneys' fees, that may be asserted by any person or entity, including CONSULTANT, arising out of or in connection with the performance of CONSULTANT hereunder, whether or not there is concurrent negligence on the part of SCTA, but, to the extent required by law, excluding liability due to the sole or active negligence or willful misconduct of SCTA. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONSULTANT or its agents under workers’ compensation acts, disability benefit acts, or other employee benefit acts. This indemnification obligation shall survive the expiration or earlier termination of this Agreement.

6. **INSURANCE:** With respect to the performance of work hereunder, CONSULTANT shall maintain, and, with the exception noted in Section 6(h), shall require all of its subcontractors, subconsultants, and other agents to maintain, insurance as described below:

   (a) **Workers’ Compensation Insurance:** Workers’ compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

   “This policy shall not be canceled or materially changed without first giving thirty (30) days’ prior written notice to the Sonoma County Transportation Authority.”

   (b) **General Liability Insurance:** Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than one million dollars ($1,000,000.00) combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

   (1) “The Sonoma County Transportation Authority, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.”

   (2) “The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company’s liability.”

   (3) “The insurance provided herein is primary coverage to the Sonoma County Transportation Authority with respect to any insurance or self-insurance programs maintained by SCTA.”
(4) “This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Sonoma County Transportation Authority.”

(c) **Automobile Insurance**: Automobile liability insurance covering bodily injury and property damage in an amount no less than one million dollars ($1,000,000.00) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

“This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Sonoma County Transportation Authority.”

(d) **Professional liability insurance**: Professional liability insurance for all negligent and professional activities of CONSULTANT arising out of or in connection with this Agreement in an amount no less than one million dollars ($1,000,000.00) combined single limit for each occurrence. Said policy shall be endorsed with the following specific language or contain equivalent language in the policy:

“This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Sonoma County Transportation Authority.”
(e) **Documentation:** The following documentation shall be submitted to SCTA:

1. Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to SCTA’s execution of this Agreement.

2. Signed copies of the specified endorsements required for each policy. Said endorsement copies shall be submitted within thirty (30) days of SCTA’s execution of this Agreement.

3. Upon SCTA's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of SCTA’s request.

(f) **Policy Obligations:** CONSULTANT’s indemnification and other obligations shall not be limited by the foregoing insurance requirements.

(g) **Material Breach:** If CONSULTANT, for any reason, fails to maintain the insurance coverage required by this Agreement, the same shall be deemed a material breach of contract. SCTA, in its sole discretion, may terminate this Agreement pursuant to the provisions of paragraph 4.2 and obtain damages from CONSULTANT resulting from said breach. Alternatively, SCTA may purchase such required insurance coverage, and without further notice to CONSULTANT, SCTA may deduct from sums due to CONSULTANT any premium costs advanced by SCTA for such insurance. These remedies shall be in addition to any other remedies available to SCTA.

7. **PROSECUTION OF WORK:** CONSULTANT shall be authorized to proceed with the performance of this Agreement only upon the issuance by SCTA’s Executive Director of written Notice to Proceed. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, or other delay beyond CONSULTANT’s reasonable control and which CONSULTANT could not have reasonably foreseen and guarded against, the time for CONSULTANT’s performance of this Agreement shall be extended by a number of days equal to the number of days CONSULTANT has been delayed.

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

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

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

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

9. EXTRA OR CHANGED WORK: Extra or changed work may be authorized in writing by SCTA’s Executive Director, subject to the following limitation: the cost of work authorized by the Executive Director shall not exceed _____ per task and shall not exceed an overall cap for the term of contract of _____. CONSULTANT acknowledges and agrees that, except as otherwise expressly provided herein, only the Board of Directors of SCTA may authorize extra or changed work hereunder and SCTA staff are without authorization to order extra or unchanged work or to waive Agreement requirements. Failure of CONSULTANT to secure written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter CONSULTANT shall be entitled to no compensation whatsoever for the performance of such work. CONSULTANT further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization.

10. REPRESENTATIONS AND WARRANTIES OF CONSULTANT:

10.1 STANDARD OF CARE: SCTA has relied upon the professional ability and training of CONSULTANT as a material inducement to enter into this Agreement. CONSULTANT hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of CONSULTANT’s work by SCTA shall not operate as a waiver or release. CONSULTANT further represents that all products of whatsoever nature which CONSULTANT delivers to SCTA pursuant to this Agreement will be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing in CONSULTANT’s profession.

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

10.3 STATUS OF CONSULTANT: The parties intend that CONSULTANT, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. CONSULTANT is not to be considered an agent or employee of SCTA and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits SCTA provides its employees. In the event SCTA exercises its right to terminate this Agreement pursuant to paragraph 4, CONSULTANT expressly agrees that it shall have no recourse or right of appeal under laws, ordinances, rules, or regulations applicable to employees. This paragraph does not in any way infringe upon or limit CONSULTANT’s recourse, if any, otherwise available under California law.

10.4 TAXES: CONSULTANT agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, without limitation, state and federal income and FICA taxes. CONSULTANT agrees to indemnify and hold SCTA harmless from any liability which SCTA may incur to the United States or to the State of California as a consequence of CONSULTANT’s failure to pay, when due, all such taxes and obligations. In case SCTA is audited for compliance regarding any
withholding or other applicable taxes, CONSULTANT agrees to furnish SCTA with proof of payment of taxes on these earnings.

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

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

10.7 CONFLICT OF INTEREST: CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. CONSULTANT further covenants that in the performance of this Agreement no person having any such interest shall be knowingly employed. In addition, if requested to do so by SCTA, CONSULTANT shall complete and file and shall require any other person doing work hereunder to complete and file a “Statement of Economic Interest” with SCTA disclosing CONSULTANT’s or such other person’s financial interests.

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

11. 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.

12. ASSIGNMENT AND DELEGATION: Except as otherwise provided herein, neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
13. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS: All notices, bills, and payments shall be made in writing and may be given by personal delivery, facsimile, overnight or one-day delivery service, or by mail. Payments sent by mail shall be addressed as follows:

TO SCTA: Chris Barney  
Sonoma County Transportation Authority  
490 Mendocino Avenue, Suite 206  
Santa Rosa, California 94501  
Fax: (707) 565-5373

TO CONSULTANT: __________________________  
__________________________  
__________________________

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

14. CONFIDENTIAL INFORMATION: All data, documents, discussions, or other information developed or received by or for CONSULTANT in performance of this Agreement are confidential and shall not be disclosed by CONSULTANT to any person except as authorized by SCTA, or as required by law.

15. OWNERSHIP OF WORK PRODUCT: All reports, original drawings, graphics, design computations, plans, specifications, studies, copies of correspondence, maps and other data or documents, in whatever form or format, assembled or prepared by CONSULTANT or CONSULTANT’s subconsultants, subcontractors and/or other agents in connection with this Agreement shall be the property of SCTA. CONSULTANT shall deliver such materials to SCTA upon either the expiration or termination of this Agreement in such form or format as SCTA deems appropriate, unless directed otherwise by SCTA. Such materials shall be and will remain the property of SCTA without restriction or limitation. CONSULTANT shall not be liable for claims, liabilities, or losses arising out of, or connected with, any use by SCTA of such materials on other projects, excepting only such use as may be authorized in writing by CONSULTANT.

16. MISCELLANEOUS PROVISIONS:  

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

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

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

16.4 **NO THIRD PARTY BENEFICIARIES:** Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

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

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

16.7 **MERGER:** This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement pursuant to Code of Civil Procedure section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

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

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

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

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

Dated_________________  By_________________________________

SONOMA COUNTY
TRANSPORTATION AUTHORITY

Dated: _________________  By_________________________________

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

Dated:__________________  By_________________________________

APPROVED AS TO FORM:

Dated:__________________  By_________________________________
Staff Report

To: SCTA/RCPA Board of Directors

From: Suzanne Smith, Executive Director

Item: 4.1 – Election of Officers 2018

Date: February 5, 2018

Issue:
Who shall be the 2018 officers of the SCTA/RCPA?

Background:
The Sonoma County Transportation Authority Ordinance No. 3 and Regional Climate Protection Authority Ordinance No. 1 require that at the first meeting of each calendar year, the SCTA elect a Chair and Vice-Chair to serve during the upcoming year. SCTA Ordinance No. 3 states that, “The position of Chair shall be rotated bi-annually and no person shall serve consecutive terms as Chair. At no time should two Members from the Board of Supervisors (BOS) or two Members from City or Town Councils hold both the Chair and Vice Chair positions.”

- In 2017 the Chair was David Rabbitt, BOS; Vice Chair was Carol Russell, City of Cloverdale
- In 2016 the Chair was David Rabbitt, BOS; Vice Chair was Carol Russell, City of Cloverdale
- In 2015 the Chair was Sarah Gurney, Sebastopol; Vice Chair was David Rabbitt, BOS
- In 2014 the Chair was Sarah Gurney, Sebastopol; Vice Chair was David Rabbitt, BOS
- In 2013 the Chair was Mike McGuire, BOS; Vice Chair was Sarah Gurney, Sebastopol
- In 2012 the Chair was Valerie Brown, BOS; Vice Chair was Sarah Gurney, Sebastopol
- In 2011 the Chair was Jake Mackenzie, Rohnert Park; Vice Chair was Valerie Brown, BOS
- In 2010 the Chair was Jake Mackenzie, Rohnert Park; Vice Chair was Valerie Brown, BOS

The selection of the Executive Committee takes place at the first meeting of the year as well. Ordinance No. 3 states, “The Executive Committee shall have two members, in addition to the Chair, Vice-Chair and one alternate. The selection of the Executive Committee shall take place annually, in conjunction with the selection of the Chair and Vice-Chair of the Board. The Board shall individually nominate members of the Executive Committee, and each nominee shall be appointed after receiving a majority vote of the full Board.”

The current Executive Committee members are Chair Rabbitt, Vice Chair Russell, and Directors Landman and Miller. Director Coursey was the alternate.

Policy/Fiscal Impacts:
Not applicable.

Staff Recommendation:
Accept nominations for and elect officers to serve as Chair, Vice Chair and the Executive Committee for 2018. No resolution is required although an action must be recorded in the meeting minutes.
Staff Report

To: Sonoma County Transportation Authority
From: Janet Spilman, Director of Planning
Item: 4.2 – FY16/17 SCTA/RCPA Annual Report
Date: February 5, 2018

**Issue:**
Shall the Board approve the SCTA/RCPA Annual Report for FY16/17?

**Background:**
Every year the SCTA/RCPA produces a report of agency activities from the previous fiscal year. This Annual Report provides information on activities, programming and financial information for fiscal year 2016/2017.

To read the document please see the SCTA website here:

**Policy Impacts:**
The Annual Report serves as review of the previous year.

**Fiscal Impacts:**
No fiscal impacts.

**Staff Recommendation:**
Staff recommends that the Board approve the FY16/17 SCTA/RCPA Annual Report.
2018 Legislative Principles

CLIMATE CHANGE

1. Monitor the federal and State processes related to climate change, renewable energy and energy efficiency bills.

2. Advocate for funding opportunities to implement climate change projects and programs that will help Sonoma County reach its emission reduction and adaptation goals. Options may include:
   - CPUC activities related to energy and energy efficiency
   - Cap and trade
   - Public goods charge
   - Carbon pricing
   - Climate adaptation and resource protection
   - Climate smart infrastructure investments

3. Monitor and participate in the development and issuance of implementation rules and regulations by State agencies such as the California Air Resources Board, the State Office of Planning and Research, California Public Utilities Commission and the California Energy Commission.

4. Monitor and participate in the implementation of SB350 – the Clean Energy and Pollution Reduction Act – that aims to establish 50% utility power coming from renewable energy and 50% increase in energy efficiency in existing buildings by 2030. Track other renewable energy and energy efficiency legislative efforts.

5. Monitor and participate in discussions related to fire recovery and rebuild efforts at a local, regional, State and federal level.

6. Oppose efforts to reduce or divert funding from climate protection and support efforts to protect, preserve and enhance climate protection funding.
2017 Legislative Principles

TRANSPORTATION

1. Monitor the development of a new federal infrastructure bill and advocate for funding a policy measures that align with local priorities for Highway 101, SMART, bus transit, SR37, local road maintenance and bicycle/pedestrian projects.

2. Monitor any efforts at the federal and State level to implement funding or financing mechanisms that could impact transportation.

3. Engage in administrative deliberations on project delivery and implementation at the federal and State level. Advocate for efficiencies in project delivery and cost cutting measures that enable more projects to be built.

4. Support the implementation and preservation of SB1 – the Road Repair & Accountability Act.

5. Support Regional Measure 3 bridge toll proposal.

6. Monitor legislative or administrative proposals to increase overall funding levels for transportation infrastructure, operations and maintenance in Sonoma County. Options may include:
   - Cap and trade revenue
   - Road user charge
   - Fuel tax
   - Regional bridge tolls
   - Carbon tax
   - Statewide bonds

7. Advocate for reduction of the voter threshold for special sales tax measures.

8. Oppose efforts to reduce or divert funding from transportation projects and support efforts to repay, protect and preserve transportation funding.

9. Focus on advocacy for funding distribution approaches that support local needs and priorities.

10. Explore opportunities to provide funding for maintenance of the system including new ideas such as incentives to communities that prioritize low carbon transportation options.
Californians depend on a safe and reliable transportation network to support our quality of life and a strong economy. In April 2017, California passed Senate Bill 1 (SB 1) – which will provide more than $5 billion annually to make road safety improvements, fill potholes, repair local streets, freeways, tunnels, bridges and overpasses and invest in public transportation in every California community. Road safety and transportation improvement projects are already underway or planned in every community, but this long-awaited progress could come to a halt unless voters take action in 2018.

The Coalition to Protect Local Transportation Improvements has formed to support the June 2018 constitutional amendment protecting transportation funds from being diverted and to oppose the November 2018 measure to repeal transportation funds. Here’s how you can help:

**SUPPORT ACA 5:**

June 2018 ballot measure: Prohibits the Legislature from raiding new transportation funds and ensures funds can only be used for transportation projects.

- ACA 5 extends constitutional protections to the new revenues generated by SB 1 that aren’t currently protected and ensures these funds can only be used for transportation improvement purposes.
- The measure would prohibit the Legislature from borrowing or diverting these revenues for non-transportation purposes. This will ensure that all revenues from SB 1 can only be used for transportation improvement purposes.

**OPPOSE SB 1 Repeal:**

November 2018 ballot measure: Would repeal SB 1 and rob our communities of vital local road safety and transportation improvement funds.

Certain politicians are currently collecting signatures to try to repeal the Road Repair and Accountability Act of 2017 (SB 1) and stop critical investments in future transportation improvement projects. We need to build a strong coalition to oppose this measure now because its passage would:

- **Jeopardize public safety.** According to the National Highway Traffic Safety Administration, poor roadways were a contributing factor in more than half of the 3,623 roadway fatalities on California roads in 2016. Currently, 89% of California counties have roads that are in poor or at-risk condition, and 25% of local bridges show significant deterioration. Roadway improvements at the state and local level will save lives and increase safety for the traveling public. This measure will cut funding currently dedicated to fixing roads and upgrading freeways, bridges, tunnels and overpasses to make them safer.
OPPOSE the November 2018 ballot measure that would repeal SB 1 and rob our communities of vital local road safety and transportation improvement funds.

- **Take away road improvement funds dedicated to every community.** SB 1 guarantees funds to every city and county to fix potholes, make safety improvements, ease traffic congestion and improve public transportation. These funds are already being put to use and California cities and counties have already identified 4,000 local projects for funding in 2017-18 and into the future. This measure would rob funding currently benefiting every California community and stop thousands of local road improvement projects from moving forward. Our local roads, streets and state highways already face a backlog of $132 billion and this measure will only worsen the crisis.

- **Make traffic congestion worse.** Our freeways and major thoroughfares are among the most congested in the nation, and Californians spend too much time stuck in traffic away from family and work. This measure would make our traffic worse by repealing SB 1 funds that are dedicated to reducing traffic congestion.

- **Cost drivers and taxpayers more money in the long-run.** Repealing the gas tax and vehicle fee will only save the average driver $10 per month. But it will cost drivers much more in the long-run because of the wear and tear on our vehicles caused by bad roads. The average driver spends $762 per year on front end alignments, body damage, shocks, tires and other repairs because of bad roads. It is important to fix our roads now vs. later as it costs 8 times more to fix a road than to maintain it.

- **Would hurt job-creation and our economy.** A reliable transportation infrastructure is critical to get people to work, to move goods and services to the market and to support our economy. Furthermore, every $1 billion invested in transportation infrastructure supports 13,000 jobs a year. By repealing funding for road repairs and transportation improvements, this measure would eliminate 650,000 good-paying jobs and $100 billion dollars in economic growth that will be created fixing our roads over the next decade.

Paid for by the Coalition to Protect Local Transportation Improvements, sponsored by business, labor, local governments, transportation advocates and taxpayers

Committee Major Funding from
California Alliance for Jobs

Funding details at www.fppc.ca.gov
To: Sonoma County Transportation Authority  
From: Chris Barney, Senior Transportation Planner  
Item: Sonoma County Wildfires – Post Fire Traffic Patterns Analysis  
Date: 2/5/2012

Issue:
SCTA staff has examined post fire traffic conditions to assess possible short term changes to Sonoma County traffic patterns after the October 2017 Sonoma County wildfires.

Data Sources:
The following data sources were used to analyze Sonoma County traffic conditions before and after the October 2017 wildfire event:

1. Caltrans PeMS (Performance Measurement System): Summarizes data collected from in-road sensors to estimate congestion (hours of delay), travel speeds, and vehicle miles traveled. PeMS data is available for the Hwy 101 corridor in Sonoma County.

2. INRIX (RITIS data): Uses data collected from in-road sensors, connected vehicles, GPS locator services, and anonymized mobile data to estimate real-time and historical speeds, congestion levels (% of free flow speed), and bottlenecks. This data is available for highways and a number of major local roadways in Sonoma County.

Countywide Congestion Trends:
Countywide congestion was generally lower during the month of October on most days and in most directions. Congestion has been measured as travel occurring at slower than free-flow or uncongested speeds represented as a percentage of free-flow speed. Congestion on Fridays appears to have remained roughly the same or to have improved slightly after the wildfire event. Countywide aggregate congestion is noticeably worse post-fire. Localized traffic conditions have changed in many parts of the county, especially in the City of Santa Rosa and Hwy 101 corridor. Some of these changes appear to be in line with trends or increases that were occurring before the wildfire event, but it is apparent that many of these changes are new and should be attributed to wildfire impacts.

Local Congestion Trends – Santa Rosa:
Overall city wide congestion appears to be generally worse, and average travel speeds are lower than pre-fire conditions citywide. Congestion during the PM peak appears particularly impacted, especially in the southbound direction. AM peak (6am – 10am) appears particularly worse on the weekends and during the early parts of the work week (Monday and some Tuesdays). PM peak (3pm – 7pm) travel speeds have
degraded on most days and in all directions post-fire, with southbound midweek congestion levels particularly degraded.

**Local Congestion Trends – Hwy 101 Corridor:**

In the Highway 101 corridor congestion in the morning and evening peak periods increased noticeably after October. PM peak delay has been historically much higher than AM peak delay, and AM delay is higher when school is in session. Southbound PM peak travel on Highway 101 between Windsor and downtown Santa Rosa has been extremely congested (average speeds of 10 mph or less) since the October 2017 wildfire event. Highway 101 segments that were congested before the fires remained congested in November.

**Local Congestion Trends – Hwy 12 Corridor:**

Congestion and speeds in the Highway 12 corridor connecting Santa Rosa and Sonoma (US-101 to Leveroni Rd) have generally returned to pre-fire conditions with slight increases in congestion observed on Saturdays, and Mondays in the westbound travel direction. Increased congestion in this corridor appears relatively minor and is focused on the PM peak travel period between 4pm – 6pm.

**Policy Impacts:**

None at this time.

**Fiscal Impacts:**

None at this time.

**Staff Recommendation:**

This report is for your information only. No action requested at this time.
How has displacement related to the October 2017 Wildfire Event impacted Sonoma County Traffic Conditions and Patterns?

- Over 100,000 acres burned
- Roughly 7,000 structures destroyed
- Almost 500 structures damaged
- Over 5,000 housing units lost
- Over 10,000 people displaced
- Goal was to examine pre and post wildfire event congestion and speed data to assess possible impacts.
**Data Sources**

- **CalTrans PeMS** (Performance Measurement System): Uses information from in-road sensors to estimate:
  - Congestion (hours of delay)
  - Speeds
  - VMT

- **INRIX** congestion and speed estimates: Uses information collected from in-road sensors, anonymized mobile phone location data, connected vehicles, GPS locator services to estimate:
  - Real-time and historical speeds
  - Congestion (% of free flow speed)
  - Bottlenecks

**Areas of Interest**

- Countywide
- Hwy 101 Corridor
- Hwy 12 Corridor
- Santa Rosa/Central Sonoma County
Countywide Congestion

- **October** congestion generally lower than earlier months.
- More congested in **November** overall in most directions and on most days. Fridays appear less impacted than other days.
- **AM Peak** - more impacts on weekends and Mondays.
- **PM Peak** - more congestion overall in all directions and days, and congestion degradation more pronounced in PM peak period.
- More intense local congestion in some areas and corridors.
- Peak congested periods appear to have “spread out” or begin and last longer than then did previously.

Highway 101 Corridor

- Noticeable increase in delay in the morning and evening peak periods in both directions.
- More northbound delay before and after the fire.
- **PM peak delay** much higher overall than AM peak delay.
- AM peak delay much higher during the school year.
- November delay is higher in both peak periods in both directions.
- The evening peak appears particularly congested post-fire with southbound Hwy 101 between **Windsor and downtown Santa Rosa** extremely congested (average speeds of 10 mph or less) after the October wildfires.
- Hwy 101 segments that were heavily congested in September remain congested in November (NB between Rohnert Park and Santa Rosa, and NB through Petaluma)
Highway 12 Corridor

- Highway 12 between Santa Rosa and Sonoma has generally returned to pre-fire conditions.
- Westbound travel on Saturdays and Mondays appears higher post-fire.
- Congestion impacts appear relatively minor and are focused on the PM peak occurring between 4-6pm.
- Morning peak speeds have actually improved in the corridor, with higher eastbound travel through Agua Caliente/Boys Hot Springs during midweek mornings.
- Evening weekday peak travel speeds have been slightly slower through the Oakmont/Kenwood area in November, though the Highway 12 evening commute appears very similar post-fire.
Santa Rosa Local Conditions

- Citywide congestion appears to be worse post-fire, with PM peak travel particularly impacted.
- Southbound PM peak travel has been hit the hardest.
- Evening traffic and congestion is worse everyday. Friday evenings appear to be a possible exception in some cases.
- Morning slowdowns appear to be focused on the weekends and Mondays. Highway 101 between Windsor and Santa Rosa, and between Rohnert Park and Santa Rosa, along with parts of Steele Lane are morning congestion hot spots.
- Midday workweek travel appears to have returned to pre-fire conditions.
- Evening southbound congestion through much of the city, but focused on Hwy 101, has been particularly intense in the post-fire period.
Conclusions

- Displacement and fire damage appears to have had countywide and localized impacts on congestion and travel speeds.
- Impacts are focused on the Santa Rosa area and Hwy 101 corridor.
- Impacts in the Highway 12 corridor are limited.
- Santa Rosa is the most impacted, especially during the evening peak period.
- Northbound and southbound travel has been more heavily impacted by the fire and displacement. This suggests that displaced residents have generally relocated along the N/S Hwy 101 corridor, probably to the south of the affected areas.
- Hwy 101 Southbound between Windsor in the evening weekday peak period appears to be the most heavily impacted location in the post-fire period.
- Staff will continue to monitor countywide and facility conditions for changes going forward using these data sources.
Staff Report

To: RCPA Board of Directors
From: Suzanne Smith, Executive Director
Item: 4.4 – Fire recovery support update
Date: February 5, 2018

Issue:
Shall the RCPA use the attached energy systems recovery vision document as a tool to advocate for funding and regulatory support for projects in support of a low carbon recovery?

Background:
Staff from the SCTA/RCPA have been invited to participate in a number of meetings with both government, private, and community based partners who are working to support homeowners through the recovery process. Staff have been hearing very similar issues across all of them: a desire to support rebuilding better without further burdening affected residents.

The attached one-page outline of the vision for a recovery and rebuild that delivers a resilient grid and carbon free buildings, is staff’s attempt to synthesize the vision shared by organizations working on recovery. Specifically, this attempts to reflect elected official and staff comments from: the County of Sonoma, the City of Santa Rosa, Pacific Gas & Electric, Sonoma Clean Power, building industry professionals, and non-governmental organizations.

If a vision like this can be agreed upon and shared, Sonoma County may be in a stronger position to receive philanthropic funding to advance projects.

Among the needs discussed is providing information on green rebuilding to support homeowners, contractors and developers who are interested in incorporating features into their homes. An initial list of features that can be considered when rebuilding for a healthy, resilient, and efficient home is attached. The list is not meant to be exhaustive and should link to a website with more resources. This list can be shared with jurisdictions affected by the fires to offer to their community.

Policy Impacts:
The energy vision is in alignment with policies developed in Climate Action 2020.

Fiscal Impacts:
There is no fiscal impact to the RCPA taking this action.

Staff Recommendation:
Consider authorizing staff to publish and share the energy systems recovery vision.

**Vision:** all Sonoma County residents have access to safe, modern homes and carbon free energy

**Purpose of this doc:** coordinate and align local energy recovery needs and resources around shared goals, identify discrete projects

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<tr>
<th>Vision: building for the 21st century</th>
<th>Status quo approach</th>
<th>Vision recovery needs: WHAT</th>
<th>Recovery strategies: HOW (&amp;WHO*)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recovery investments enable a modern, distributed, and carbon free system.</td>
<td>Distribution infrastructure is rebuilt like for like with some upgrades to current technology and code.</td>
<td>Agreement in principal from public and private leadership to pursue the vision for energy systems recovery.</td>
<td>Advocate for a resilient grid plan. (PG&amp;E, SCP)</td>
</tr>
<tr>
<td>Electric distribution infrastructure is resilient to the impacts of climate change, via undergrounding, disconnection, and other best practices.</td>
<td>Buildings are rebuilt like for like, up to current code, many homeowners are underinsured even to get there.</td>
<td>Grid experts to plan for and manage investments necessary to be ready for maximum distributed energy resources and resilient operation.</td>
<td>Advocate for the funding needed for the marginal cost of grid resilience measures and distributed energy resource capacity. (PG&amp;E, SCP, CPUC, CEC)</td>
</tr>
<tr>
<td>Rebuilt (and new) homes are safe, healthy, comfortable, durable, and low cost to operate: they have optimally efficient envelopes, smart and all-electric systems, electric vehicle charging infrastructure, and are powered by renewable energy.</td>
<td>Only extremely motivated homeowners or those with significant financial resources pursue advanced technologies and construction practices.</td>
<td>Incentives, financing tools, and technical assistance for single family homeowners to build safe and better homes, with expanded housing capacity at no additional financial or emotional cost.</td>
<td>Provide incentives for advanced homes and accessory dwelling units, tailored to survivor needs. (PG&amp;E, SCP, water utilities)</td>
</tr>
<tr>
<td>Housing capacity, accessibility, and affordability expand significantly.</td>
<td>Individual organizations work alone to develop and share resources, and to implement their elements of recovery.</td>
<td>A Community Energy Resource Center in a visible downtown area, that demonstrates technologies, provides technical assistance and connections to local resources including green building professionals.</td>
<td>Create a collaborative Community Energy Resource Center. (PG&amp;E, SCP, County ESD)</td>
</tr>
<tr>
<td>Local jurisdictions, PG&amp;E, SCP, regional agencies, private industry partners, and non-profits are working together to align resources and investments.</td>
<td>Existing resources within government and professional networks are deployed to limited effect (low historic rate of carbon free building adoption).</td>
<td>New local policies to encourage carbon free buildings and expanded housing, including early ZNE code adoption, incentives or requirements for all electric, accessory dwelling units, low impact development, etc.</td>
<td>Provide a set of pre-approved home designs that meet recovery vision goals. (green building pros, local gov, PG&amp;E)</td>
</tr>
</tbody>
</table>
| The local policy environment, building industry, and real estate professionals are ready for and supportive of advanced buildings in both the affected and unaffected areas. | Lost Opportunities:  
- Resilience to future catastrophes  
- Long term cost savings  
- Deeper greenhouse gas reductions  
- Integrated and efficient use of community resources | Collaboration with building industry, equipment vendors, and real estate professionals to develop broad knowledge of resilient building practices and technologies, and underwriting advanced buildings. | Provide credit enhancements and underwriting support to 21st century homes. (banks, real estate) |
| Distribution infrastructure is rebuilt like for like with some upgrades to current technology and code. | | Enable local policy changes with draft language, cost effectiveness studies, community engagement, and incentives. (local/regional/state gov) | Expand workforce development programs. (collaboration) |
| Buildings are rebuilt like for like, up to current code, many homeowners are underinsured even to get there. | | Each of these strategies needs public-private partnerships, and funding beyond insurance and emergency funds. | |

*RCPA guess at lead entities
Features to Consider When Rebuilding for a Healthy, Resilient, and Efficient Home

Updated building codes have created healthier, safer homes that resist extreme weather, are more durable and are less expensive to operate. This list includes additional measures to consider that can be incorporated into a new home’s design to create a more resilient home that can better withstand whatever comes its way, while providing inhabitants with what they need to survive and thrive.

Building Envelope – Well-insulated walls and attics, and high performance windows will provide more comfort inside your home and reduce noise. High performance windows will often be fire rated, meaning they can withstand high temperatures and add protection to your home.

Passive design - If looking to change the footprint of your home, consider orientating it in a way that uses the sun’s energy for the heating and cooling of the house. A well-designed passive solar home reduces or eliminates the need for mechanical heating or cooling by allowing the sun’s free heat into the home in the winter and block unwanted solar heat in the summer. Passive design can save you money, provide more comfort, and supply abundant natural lighting during power outages.

Go Electric! – Ultra-efficient electric appliances (e.g. heat pump water heaters, ovens, ranges, dryers, etc.) can save money, increase your homes efficiency, and safety by eliminating potentially harmful combustion fuels on site. You can ensure your home is ready for 21st century transportation by installing or being ready for a future electric vehicle charging station.

Gas Appliances – For replacement gas appliances, high efficiency appliances are the way to go. Look for direct vent, sealed combustion gas appliances and install and use properly sized kitchen exhaust fans for gas ranges and ovens to keep unhealthy exhaust gases out of the home.

Solar or Solar Ready - Consider adding solar or designing for future solar installations. Solar panels harness the energy from the sun to provide power for your home while saving money on utility bills.

Energy Storage - Solar panel systems paired with battery banks for energy storage creates the greatest resiliency. Battery backup can be used in emergencies for appliances such as refrigerators, select lights and outlets to continue charging cell phones, laptops, and/or power emergency medical equipment. If not ready to install energy storage systems now, consider dedicating space to allow for future installations.

Water - Sonoma County has experienced and will continue to see drought conditions. An easy way to save water and money is to install high-efficiency fixtures, clothes washers, and toilets.

Landscape - Landscape can include fire safe best practices including low-growing fire-retardant plants and 30-100 feet of defensible space. Including rainwater tanks can provide a great backup water supply. The Sonoma-Marin Water Saving Partnership is developing six to eight base planting and irrigation plan sets and specifications with associated engineered estimates of costs. These designs with ensure compliance with Water Efficient Landscaping Ordinances, encourage Russian-River and Bay-Friendly sustainable landscaping practices, and can incorporate green infrastructure (stormwater elements). Available April 2018.
Adaptable design - Thinking about long-term future needs, homeowners can design a home that can accommodate change with as little cost and disruption as possible. Incorporate universal design strategies that ensure buildings can be used by virtually everyone regardless of age and regardless of the occupant’s level of ability or disability.

Sustainable and fire-resistant building materials – A variety of building materials such as metal or clay tile roofs, stucco, concrete, rammed earth and prefabricated steel-framed wall panels can reduce waste and labor costs while accelerating construction and adding protection from wildfires. For new roofs, the Sonoma County Community Wildfire Protection Plan recommends using only materials such as Class-A asphalt shingles (including composition), slate, clay tile, metal or concrete products. The Wildland-Urban Interface practices are a great resource.

Accessory dwelling units - An accessory dwelling unit is a small permanent home in addition to the main house on a residential property, often called a granny unit. Adding an additional compact efficient living space can enhance opportunities to gain income via rent or to house a family member. Interested but not ready to build one now? Consider the space needed and outline it on the building plans.
Staff Report

To: SCTA/RCPA Board of Directors
From: Brant Arthur, Community Affairs Specialist
Re: 4.5 – Community Affairs Update
Date: February 5, 2018

News

Results from SR37 survey

The SR 37 Survey closed on 1/15/18. We received a total of 3,770 survey responses over the entire duration of the survey. This response was beyond the team’s expectations. Full results will be shared when possible.

RM3 survey results

Results of an MTC-commissioned opinion poll released in December 2017 showed strong support among Bay Area voters for raising tolls by as much as $3 on the region’s state-owned toll bridges, with the proceeds used to finance a $4 billion suite of projects to improve mobility in the toll bridge corridors and along their approach routes.

Results of the poll, conducted by EMC Research from Nov. 27 to Dec. 11, were presented at a special Commission workshop held Dec. 20 at the Bay Area Metro Center in San Francisco. In Sonoma County, the funds would support the extension of SMART to Windsor and Healdsburg, SR 37 improvements and HOV gap closure along the Hwy 101 Marin-Sonoma Narrows.

PG&E launches EV Charge Network program

PG&E’s EV Charge Network program launched January 17, 2018. It will support the adoption of EVs by increasing access to charging in locations where it has traditionally been limited and where cars often sit for longer periods of time, like workplaces and apartment buildings.

PG&E will install 7,500 EV chargers at condominiums, apartment buildings and workplaces across Northern and Central California, including at sites in disadvantaged communities. The three-year program officially starts in 2018, and continues through 2020, with a budget of $130 million. More at: pge.com/evchargenetwork

Together at the Table

RCPA staff presented at two events as part of the Sonoma County Library’s focus on climate change, held January 10, 2018 in Rohnert Park and January 22, 2018 in Sonoma. The events were part of Together at the Table, which is a new series of events where the Sonoma County Library encourages the community to come together to voice thoughts and opinions on important topics with decision makers.
Upcoming Events


Partner news

Sonoma Clean Power developing incentives for new homes affected by the Sonoma County wildfires

RCPA staff has coordinated with Sonoma Clean Power as they worked to develop incentives to rebuild homes destroyed in the recent wildfires to be resilient, energy efficient and carbon free. Sonoma Clean Power and PG&E have outlined a program that could expand upon and streamline PG&E’s existing California Advanced Homes Program (CAHP) and create a stretch goal option for totally carbon free homes.

Social media / Community outreach / Media coverage

SCTA Facebook:
- 464 page likes
- 738 people reached in the last month

RCPA Facebook:
- 540 page likes
- 6,348 people reached in the last month

CA37 Facebook:
- 500 page likes
- 5,426 people reached in the last month

Newsletter:
- Monthly newsletters for SCTA and RCPA were sent December 8, 2017
- The SCTA newsletter was sent to 341 recipients with a 34% open and 9% click rate
- The RCPA newsletter was sent to 219 recipients with a 40% open and 10% click rate

Other notes:
- SCTA website is averaging 154 visits/day
- RCPA website is averaging 150 visits/day
- Top RCPA webpages are the Homepage, CA2020, Staff, and Board pages.
- Top SCTA webpages are the Homepage, Staff, Hwy 37, Contact and About pages.
- Twitter has relatively low public interest (SCTA 73 followers, RCPA 108 and SR37 8)
Media
Napa-to-Sonoma bus service ends Dec. 29
Vallejo Times-Herald – December 22, 2017

How A Forest in Sonoma Helps California Meet Its Climate Goals
Bay Nature – January 2, 2018
https://baynature.org/article/forest-sonoma-helps-california-meet-climate-goals/

Sonoma County’s coastal cliffs no match for rising seas
Press Democrat – January 6, 2018

2017 was costliest year ever in U.S. for weather, climate disasters
SF Chronicle – January 8, 2018

Taxes eyed for critical Petaluma highway projects
Argus Courier – January 13, 2018
Photos

Drone footage of the Marin-Sonoma Narrows Deck Pour on 11/29/17

Sonoma Environmental Education Collaborative Climate Education Workshop, 1/22/18

Together at the Table series on Climate Change (Sonoma Valley), 1/22/18
Methodology

- Telephone/web hybrid survey of likely June 2018 voters in the nine-county San Francisco Bay Area
- Conducted November 27 – December 11, 2017
- The survey was available in English, Chinese, and Spanish
- Telephone interviews were conducted on both landlines and cellphones
- 4,151 total interviews
- Three-way split to test three different toll measures; the margin of error for each sample is ± 2.6 percentage points
- Margin of error in each county/subregion is approximately ± 4.0 percentage points. Marin/ Sonoma and Napa/ Solano counties combined into two subregions
- Overall results are weighted proportionally to represent the June 2018 nine county Bay Area electorate

As with any opinion research, the release of selected figures from this report without the analysis that explains their meaning would be damaging to EMC. Therefore, EMC reserves the right to correct any misleading release of this data in any medium through the release of correct data or analysis.

Please note that due to rounding, percentages may not add up to exactly 100%.
Key Findings

- Housing and transportation are top of mind concerns for Bay Area voters, and the majority agree that traffic in the area has gotten worse over the last year.
- There is widespread support for a regional transportation measure, and the amount of the increase appears to have little impact on opinion.
- Voters rate a wide variety of projects that would be funded by the measure as important. Projects involving BART make up three of the five top projects tested Bay Area wide.
Voter Mood
Bay Area Right Direction/Wrong Track

Voter optimism is divided.

Right Direction  Wrong Track


*Poll conducted by FM3

Q4. Do you feel that things in the Bay Area are generally going in the right direction or do you feel things have gotten pretty seriously off on the wrong track?
Among Bay Area voters, concerns around affordable housing and transportation rise to the top.

- Affordable housing: 27%
- Traffic/Public transportation/Infrastructure: 21%
- Homelessness: 9%
- Taxes/The Economy: 8%
- Government/Government officials: 6%
- Crime/Safety/Police: 5%
- Overcrowding, sustainable growth: 4%
- Cost of living: 4%
- Immigration: 4%
- Social/moral issues: 2%
- Environment: 2%
- Education/Schools: 1%
- Health care: 1%
- Other/Don't Know/Refused: 6%
Q5: What do you think is the most pressing issue of major concern in Bay Area?
Open-ended: Respondents were allowed to volunteer any response.
Note: Size of word corresponds with frequency of mentions from respondents

Traffic and Housing are the two top of mind concerns for Bay Area voters.
Bay Area Traffic and Transportation
Traffic in the Bay Area

There is overwhelming agreement that traffic in the Bay Area has gotten worse over the last year.

Thinking back over the last year or so, would you say the traffic in the Bay Area has gotten better or gotten worse?

2004 (Prior to RM2)
- Better: 23%
- Worse: 59%

2017
- Better: 1%
- Worse: 85%
Transit Mode

Most commuters drive alone; 12% report taking transit as their primary transportation.

What is your primary mode of transportation during commute hours, meaning the one you use most often?

60% Drivers

12% Transit Users

7% Walk/Bike

21% Other

- Drive alone
  - 60%
- Public bus or light rail
  - 5%
- BART
  - 5%
- Train (Caltrain, Amtrak, ACE, etc.)
  - 1%
- Ferry
  - 0%
- Walking
  - 4%
- Bike
  - 2%
- Carpool
  - 8%
- Rideshare (Lyft, Uber, etc.)
  - 1%
- Employee bus shuttle
  - 1%
- Taxi
  - 0%
- Other
  - 7%
- Don’t Know
  - 5%
Transit Mode Demographics

San Francisco and Alameda have the lowest percentage of drivers.

<table>
<thead>
<tr>
<th>Region</th>
<th>Drivers</th>
<th>Transit users</th>
<th>Walk/ Bike</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bay Area Wide</td>
<td>60%</td>
<td>12%</td>
<td>7%</td>
<td>21%</td>
</tr>
<tr>
<td>Santa Clara County (24%)</td>
<td>68%</td>
<td>5%</td>
<td>6%</td>
<td>21%</td>
</tr>
<tr>
<td>Alameda County (19%)</td>
<td>51%</td>
<td>20%</td>
<td>8%</td>
<td>21%</td>
</tr>
<tr>
<td>Marin/ Sonoma subregion (15%)</td>
<td>68%</td>
<td>3%</td>
<td>5%</td>
<td>24%</td>
</tr>
<tr>
<td>Contra Costa County (14%)</td>
<td>62%</td>
<td>13%</td>
<td>3%</td>
<td>22%</td>
</tr>
<tr>
<td>San Francisco County (11%)</td>
<td>33%</td>
<td>30%</td>
<td>17%</td>
<td>20%</td>
</tr>
<tr>
<td>San Mateo County (9%)</td>
<td>69%</td>
<td>7%</td>
<td>6%</td>
<td>18%</td>
</tr>
<tr>
<td>Napa/ Solano subregion (8%)</td>
<td>71%</td>
<td>3%</td>
<td>3%</td>
<td>23%</td>
</tr>
</tbody>
</table>

Q45. What is your primary mode of transportation during commute hours, meaning the one you use most often?
Regional Measure 3: Bay Area Regional Traffic Relief Plan
BAY AREA REGIONAL TRAFFIC RELIEF PLAN. Shall voters authorize a plan to reduce traffic, improve commutes, relieve crowding on BART, reduce freeway bottlenecks, build carpool lanes, and improve bus, ferry, BART and commuter rail service and reliability, by approving a $1 toll increase, effective in 2019, with a $1 toll increase effective in 2019, and a $1 increase in 2023, and a $1 increase in 2027, on all Bay Area toll bridges except the Golden Gate Bridge, with independent oversight and all funds staying in the Bay Area?
Bay Area Regional Traffic Relief Plan: Initial Vote

Support for the first and second options is nearly identical; support for the third option is only slightly lower.

Q7. If the election were held today, would you vote yes to approve or no to reject this measure?
Bay Area Regional Traffic Relief Plan: RM2 Comparison

Support for all three proposals is similar to the actual vote on Regional Measure 2.

Q7. If the election were held today, would you vote yes to approve or no to reject this measure?
RM3 Initial Vote by County

Support falls below a majority in Contra Costa County.

Q7. If the election were held today, would you vote yes to approve or no to reject this measure?
Support for both the $1 and $1 + $1 measures is high in San Mateo County. Support is similar for each measure in San Francisco County.

Q7. If the election were held today, would you vote yes to approve or no to reject this measure?
Frequency of Toll Bridge Usage

16% drive across a toll bridge at least once a week. About half rarely drive across a toll bridge.

How often do you drive across a Bay Area toll bridge, not including the Golden Gate Bridge?

- 16% Frequent toll payers
- 25% Occasional toll payers
- 58% Rare toll payers
- 2-3 times a week or more: 9%
- About once a week: 7%
- A few times a month: 25%
- A few times a year: 43%
- Never: 14%
- Don’t Know: 1%
Santa Clara County voters report the lowest level of bridge usership; those in the Napa/ Solano subregion use bridges the most.

Q46. How often do you drive across a Bay Area toll bridge, not including the Golden Gate Bridge?

- Frequent toll payers
- Occasional toll payers
- Rare toll payers

<table>
<thead>
<tr>
<th>Location</th>
<th>Frequent</th>
<th>Occasional</th>
<th>Rare</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bay Area Wide</td>
<td>16%</td>
<td>25%</td>
<td>58%</td>
</tr>
<tr>
<td>Santa Clara County (24%)</td>
<td>3%</td>
<td>15%</td>
<td>82%</td>
</tr>
<tr>
<td>Alameda County (19%)</td>
<td>23%</td>
<td>25%</td>
<td>53%</td>
</tr>
<tr>
<td>Marin/ Sonoma subregion (15%)</td>
<td>18%</td>
<td>28%</td>
<td>55%</td>
</tr>
<tr>
<td>Contra Costa County (14%)</td>
<td>21%</td>
<td>29%</td>
<td>50%</td>
</tr>
<tr>
<td>San Francisco County (11%)</td>
<td>20%</td>
<td>33%</td>
<td>48%</td>
</tr>
<tr>
<td>San Mateo County (9%)</td>
<td>14%</td>
<td>28%</td>
<td>58%</td>
</tr>
<tr>
<td>Napa/ Solano subregion (8%)</td>
<td>28%</td>
<td>33%</td>
<td>39%</td>
</tr>
</tbody>
</table>
RM3 Initial Vote by Bridge Usership

Frequent toll payers support the measure at a similar level as those who cross the bridge less frequently.

<table>
<thead>
<tr>
<th></th>
<th>% Yes ($1)</th>
<th>% Yes ($1 + $1)</th>
<th>% Yes ($1 + $1 + 1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>9-County Bay Area</td>
<td>56%</td>
<td>57%</td>
<td>54%</td>
</tr>
<tr>
<td>Frequent toll payers (16%)</td>
<td>55%</td>
<td>55%</td>
<td>55%</td>
</tr>
<tr>
<td>Occasional toll payers (25%)</td>
<td>58%</td>
<td>62%</td>
<td>55%</td>
</tr>
<tr>
<td>Rare toll payers (57%)</td>
<td>56%</td>
<td>56%</td>
<td>54%</td>
</tr>
</tbody>
</table>

Q7. If the election were held today, would you vote yes to approve or no to reject this measure?
RM3 Initial Vote by Income

Among those who report their annual household income, support is above a majority for all three proposals across income brackets.

Q7. If the election were held today, would you vote yes to approve or no to reject this measure?
# Projects – Bay Area Wide

Projects involving BART make up three of the five top projects across the region.

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Very important</th>
<th>Somewhat important</th>
<th>Total important</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reducing truck traffic congestion and improving air quality</td>
<td>50%</td>
<td>29%</td>
<td>79%</td>
</tr>
<tr>
<td>Extending BART to San Jose and Silicon Valley</td>
<td>51%</td>
<td>25%</td>
<td>76%</td>
</tr>
<tr>
<td>Purchasing new BART cars to run more frequent trains and reduce crowding</td>
<td>45%</td>
<td>31%</td>
<td>76%</td>
</tr>
<tr>
<td>Improving transbay bus service and carpool access to improve commute times across bridges</td>
<td>34%</td>
<td>37%</td>
<td>71%</td>
</tr>
<tr>
<td>Planning and designing a second transbay rail crossing to provide additional capacity for BART and other rail service</td>
<td>34%</td>
<td>33%</td>
<td>68%</td>
</tr>
</tbody>
</table>

Q8-16: Now I’d like to read you some specific projects that would be funded by the Bay Area Regional Traffic Relief Plan. After each one, please tell me whether that project is very important, somewhat important, not too important, or not at all important to you.
Projects – Bay Area Wide

Other Bay Area wide projects have less intense support.

<table>
<thead>
<tr>
<th>Project</th>
<th>Very important</th>
<th>Somewhat important</th>
<th>Total important</th>
</tr>
</thead>
<tbody>
<tr>
<td>Developing and transitioning to the next generation of the Clipper transit card to support a universal, seamless public transit fare payment system</td>
<td>35%</td>
<td>32%</td>
<td>67%</td>
</tr>
<tr>
<td>Improving bike and pedestrian access to train stations and ferry terminals</td>
<td>32%</td>
<td>33%</td>
<td>65%</td>
</tr>
<tr>
<td>Building more carpool lanes</td>
<td>23%</td>
<td>32%</td>
<td>55%</td>
</tr>
<tr>
<td>Building new ferry terminals, upgrading ferry facilities and buying more boats</td>
<td>21%</td>
<td>32%</td>
<td>53%</td>
</tr>
</tbody>
</table>

Q8-16: Now I’d like to read you some specific projects that would be funded by the Bay Area Regional Traffic Relief Plan. After each one, please tell me whether that project is very important, somewhat important, not too important, or not at all important to you.
## All Projects in Santa Clara County (24% of Bay Area)

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Very important</th>
<th>Somewhat important</th>
<th>Total important</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extending BART to San Jose and Silicon Valley</td>
<td>62%</td>
<td>20%</td>
<td>82%</td>
</tr>
<tr>
<td>Reducing truck traffic congestion and improving air quality</td>
<td>47%</td>
<td>28%</td>
<td>76%</td>
</tr>
<tr>
<td>Redesigning and expanding Diridon Station to accommodate current and future BART, Caltrain, Amtrak, and high speed rail services</td>
<td>41%</td>
<td>26%</td>
<td>66%</td>
</tr>
<tr>
<td>Extending Caltrain to the Transbay Transit Center in downtown San Francisco</td>
<td>32%</td>
<td>33%</td>
<td>66%</td>
</tr>
<tr>
<td>Purchasing new BART cars to run more frequent trains and reduce crowding</td>
<td>38%</td>
<td>26%</td>
<td>65%</td>
</tr>
<tr>
<td>Improving bike and pedestrian access to train stations and ferry terminals</td>
<td>33%</td>
<td>32%</td>
<td>65%</td>
</tr>
<tr>
<td>Improving transbay bus service and carpool access to improve commute times across bridges</td>
<td>28%</td>
<td>35%</td>
<td>63%</td>
</tr>
<tr>
<td>Planning and designing a second transbay rail crossing to provide additional capacity for BART and other rail service</td>
<td>30%</td>
<td>31%</td>
<td>62%</td>
</tr>
<tr>
<td>Developing and transitioning to the next generation of the Clipper transit card to support a universal, seamless public transit fare payment system</td>
<td>31%</td>
<td>30%</td>
<td>62%</td>
</tr>
<tr>
<td>Improving travel time in the Dumbarton Bridge corridor through better transit options and highway improvements</td>
<td>23%</td>
<td>37%</td>
<td>60%</td>
</tr>
<tr>
<td>Improving Amtrak Capitol Corridor service by reducing travel times and improving system safety</td>
<td>31%</td>
<td>27%</td>
<td>57%</td>
</tr>
<tr>
<td>Making improvements to the interchange of Highway 101 and State Route 92 in San Mateo County</td>
<td>23%</td>
<td>33%</td>
<td>57%</td>
</tr>
<tr>
<td>Extending Santa Clara Valley Transportation Authority light rail from the Alum Rock station to the Eastridge Transit Center</td>
<td>24%</td>
<td>28%</td>
<td>52%</td>
</tr>
<tr>
<td>Building more carpool lanes</td>
<td>26%</td>
<td>27%</td>
<td>52%</td>
</tr>
<tr>
<td>Building new ferry terminals, upgrading ferry facilities and buying more boats</td>
<td>13%</td>
<td>25%</td>
<td>38%</td>
</tr>
</tbody>
</table>
Q8-16: Now I’d like to read you some specific projects that would be funded by the Bay Area Regional Traffic Relief Plan. After each one, please tell me whether that project is very important, somewhat important, not too important, or not at all important to you.

- Extending BART to San Jose and Silicon Valley: 62% very important, 20% somewhat important, 82% total important
- Reducing truck traffic congestion and improving air quality: 47% very important, 28% somewhat important, 76% total important
- Redesigning and expanding Diridon Station to accommodate current and future BART, Caltrain, Amtrak, and high speed rail services: 41% very important, 26% somewhat important, 66% total important
- Extending Caltrain to the Transbay Transit Center in downtown San Francisco: 32% very important, 33% somewhat important, 66% total important
- Purchasing new BART cars to run more frequent trains and reduce crowding: 38% very important, 26% somewhat important, 65% total important
## All Projects in Alameda County (19% of Bay Area)

<table>
<thead>
<tr>
<th>Project Description</th>
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<tbody>
<tr>
<td>Purchasing new BART cars to run more frequent trains and reduce crowding</td>
<td>60%</td>
<td>27%</td>
<td>87%</td>
</tr>
<tr>
<td>Reducing truck traffic congestion and improving air quality</td>
<td>54%</td>
<td>30%</td>
<td>84%</td>
</tr>
<tr>
<td>Extending BART to San Jose and Silicon Valley</td>
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<td>23%</td>
<td>80%</td>
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<td>Improving transbay bus service and carpool access to improve commute times across bridges</td>
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<td>Developing and transitioning to the next generation of the Clipper transit card to support a universal, seamless public transit fare payment system</td>
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<td>64%</td>
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<tr>
<td>Improving Amtrak Capitol Corridor service by reducing travel times and improving system safety</td>
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<td>32%</td>
<td>62%</td>
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<td>57%</td>
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<tr>
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<td>33%</td>
<td>56%</td>
</tr>
<tr>
<td>Making improvements to the interchange of Highway 101 and State Route 92 in San Mateo County</td>
<td>24%</td>
<td>31%</td>
<td>55%</td>
</tr>
</tbody>
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### Top Projects in Alameda County (19% of Bay Area)

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<td>74%</td>
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<tr>
<th>Project Description</th>
<th>Very important</th>
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<th>Total important</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adding a direct connector from northbound Highway 101 to the Richmond-San Rafael Bridge (Marin only)</td>
<td>62%</td>
<td>24%</td>
<td>86%</td>
</tr>
<tr>
<td>Making improvements to State Route 37 to improve mobility, safety, and long-term resiliency to sea level rise and flooding</td>
<td>58%</td>
<td>25%</td>
<td>83%</td>
</tr>
<tr>
<td>Constructing northbound and southbound carpool lanes on Highway 101 in the Marin/Sonoma Narrows</td>
<td>59%</td>
<td>23%</td>
<td>82%</td>
</tr>
<tr>
<td>Reducing truck traffic congestion and improving air quality</td>
<td>50%</td>
<td>28%</td>
<td>78%</td>
</tr>
<tr>
<td>Improving transbay bus service and carpool access to improve commute times across bridges</td>
<td>36%</td>
<td>38%</td>
<td>74%</td>
</tr>
<tr>
<td>Extending the SMART or Sonoma-Marin Area Rail Transit system to Windsor and Healdsburg</td>
<td>43%</td>
<td>27%</td>
<td>70%</td>
</tr>
<tr>
<td>Replacing and modernizing the San Rafael Transit Center in downtown San Rafael to improve SMART train access (Marin only)</td>
<td>31%</td>
<td>36%</td>
<td>67%</td>
</tr>
<tr>
<td>Making improvements to the Richmond-San Rafael Bridge toll plaza and the Richmond Parkway interchange on Highway 580 (Marin only)</td>
<td>38%</td>
<td>29%</td>
<td>67%</td>
</tr>
<tr>
<td>Improving bike and pedestrian access to train stations and ferry terminals</td>
<td>35%</td>
<td>31%</td>
<td>67%</td>
</tr>
<tr>
<td>Purchasing new BART cars to run more frequent trains and reduce crowding</td>
<td>31%</td>
<td>36%</td>
<td>66%</td>
</tr>
<tr>
<td>Extending BART to San Jose and Silicon Valley</td>
<td>35%</td>
<td>28%</td>
<td>63%</td>
</tr>
<tr>
<td>Planning and designing a second transbay rail crossing to provide additional capacity for BART and other rail service</td>
<td>30%</td>
<td>33%</td>
<td>63%</td>
</tr>
<tr>
<td>Developing and transitioning to the next generation of the Clipper transit card to support a universal, seamless public transit fare payment system</td>
<td>33%</td>
<td>29%</td>
<td>62%</td>
</tr>
<tr>
<td>Building new ferry terminals, upgrading ferry facilities and buying more boats</td>
<td>24%</td>
<td>35%</td>
<td>58%</td>
</tr>
<tr>
<td>Building more carpool lanes</td>
<td>22%</td>
<td>35%</td>
<td>58%</td>
</tr>
<tr>
<td>Making improvements along State Route 29 including Soscol Junction (Sonoma only)</td>
<td>11%</td>
<td>23%</td>
<td>33%</td>
</tr>
</tbody>
</table>
## Top Projects in Marin/ Sonoma Subregion (15% of Bay Area)

<table>
<thead>
<tr>
<th>Project</th>
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</tr>
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<tbody>
<tr>
<td>Adding a direct connector from northbound Highway 101 to the Richmond-San Rafael Bridge (Marin only)</td>
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Q8-16: Now I’d like to read you some specific projects that would be funded by the Bay Area Regional Traffic Relief Plan. After each one, please tell me whether that project is very important, somewhat important, not too important, or not at all important to you.
### All Projects in Contra Costa County (14% of Bay Area)

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Very important</th>
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<th>Total important</th>
</tr>
</thead>
<tbody>
<tr>
<td>Making improvements to the Interstate 680/State Route 4 interchange to improve safety and reduce congestion</td>
<td>52%</td>
<td>28%</td>
<td>80%</td>
</tr>
<tr>
<td>Purchasing new BART cars to run more frequent trains and reduce crowding</td>
<td>52%</td>
<td>28%</td>
<td>80%</td>
</tr>
<tr>
<td>Reducing truck traffic congestion and improving air quality</td>
<td>49%</td>
<td>28%</td>
<td>77%</td>
</tr>
<tr>
<td>Improving transbay bus service and carpool access to improve commute times across bridges</td>
<td>32%</td>
<td>40%</td>
<td>72%</td>
</tr>
<tr>
<td>Planning and designing a second transbay rail crossing to provide additional capacity for BART and other rail service</td>
<td>37%</td>
<td>34%</td>
<td>71%</td>
</tr>
<tr>
<td>Extending BART to San Jose and Silicon Valley</td>
<td>42%</td>
<td>28%</td>
<td>70%</td>
</tr>
<tr>
<td>Developing and transitioning to the next generation of the Clipper transit card to support a universal, seamless public transit fare payment system</td>
<td>35%</td>
<td>34%</td>
<td>69%</td>
</tr>
<tr>
<td>Purchasing AC Transit buses and making other improvements to reduce travel times and increase service frequency along key corridors</td>
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<td>39%</td>
<td>65%</td>
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<tr>
<td>Expanding express bus service in the Bay Bridge corridor</td>
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<td>35%</td>
<td>59%</td>
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<tr>
<td>Improving Amtrak Capitol Corridor service by reducing travel times and improving system safety</td>
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<td>58%</td>
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</tr>
<tr>
<td>Making improvements to the Richmond-San Rafael Bridge toll plaza and the Richmond Parkway interchange on Highway 580</td>
<td>23%</td>
<td>33%</td>
<td>56%</td>
</tr>
<tr>
<td>Widening lanes and constructing a median safety barrier on Vasco Road</td>
<td>29%</td>
<td>24%</td>
<td>53%</td>
</tr>
<tr>
<td>Adding a direct connector from northbound Highway 101 to the Richmond-San Rafael Bridge</td>
<td>19%</td>
<td>33%</td>
<td>52%</td>
</tr>
<tr>
<td>Building more carpool lanes</td>
<td>18%</td>
<td>32%</td>
<td>50%</td>
</tr>
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### Top Projects in Contra Costa County (14% of Bay Area)

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**Q8-16:** Now I’d like to read you some specific projects that would be funded by the Bay Area Regional Traffic Relief Plan. After each one, please tell me whether that project is very important, somewhat important, not too important, or not at all important to you.
### All Projects in San Francisco County (11% of Bay Area)

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<tr>
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<tbody>
<tr>
<td>Purchasing new BART cars to run more frequent trains and reduce crowding</td>
<td>54%</td>
<td>32%</td>
<td>86%</td>
</tr>
<tr>
<td>Purchasing new San Francisco MUNI trains and buses to expand service, reduce crowding, and improve reliability</td>
<td>52%</td>
<td>33%</td>
<td>85%</td>
</tr>
<tr>
<td>Reducing truck traffic congestion and improving air quality</td>
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<td>Improving transbay bus service and carpool access to improve commute times across bridges</td>
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<td>34%</td>
<td>67%</td>
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<tr>
<td>Planning and designing a second transbay rail crossing to provide additional capacity for BART and other rail service</td>
<td>30%</td>
<td>36%</td>
<td>66%</td>
</tr>
<tr>
<td>Redesigning and expanding Diridon Station to accommodate current and future BART, Caltrain, Amtrak, and high speed rail services</td>
<td>28%</td>
<td>29%</td>
<td>57%</td>
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<tr>
<td>Building more carpool lanes</td>
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<td>30%</td>
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<tr>
<th>All Projects in Napa/ Solano Subregion (8% of Bay Area)</th>
<th>Very important</th>
<th>Somewhat important</th>
<th>Total important</th>
</tr>
</thead>
<tbody>
<tr>
<td>Making improvements to State Route 37 to improve mobility, safety, and long-term resiliency to sea level rise and flooding (Napa only)</td>
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<td>23%</td>
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<td>38%</td>
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<td>Constructing northbound and southbound carpool lanes on Highway 101 in the Marin/Sonoma Narrows (Napa only)</td>
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<tr>
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<tr>
<td>Building new ferry terminals, upgrading ferry facilities and buying more boats</td>
<td>32%</td>
<td>34%</td>
<td>66%</td>
</tr>
<tr>
<td>Constructing a Red Top Road interchange and a westbound Interstate 80 to southbound Interstate 680 connector</td>
<td>37%</td>
<td>28%</td>
<td>65%</td>
</tr>
<tr>
<td>Improving bike and pedestrian access to train stations and ferry terminals</td>
<td>27%</td>
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<tr>
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<td>28%</td>
<td>35%</td>
<td>62%</td>
</tr>
<tr>
<td>Extending the SMART or Sonoma-Marin Area Rail Transit system to Windsor and Healdsburg (Napa only)</td>
<td>31%</td>
<td>29%</td>
<td>61%</td>
</tr>
<tr>
<td>Making improvements along State Route 29 including Soscol Junction</td>
<td>36%</td>
<td>24%</td>
<td>60%</td>
</tr>
<tr>
<td>Developing and transitioning to the next generation of the Clipper transit card to support a universal, seamless public transit fare payment system</td>
<td>24%</td>
<td>32%</td>
<td>56%</td>
</tr>
<tr>
<td>Expanding express bus service in the Bay Bridge corridor (Solano only)</td>
<td>30%</td>
<td>25%</td>
<td>55%</td>
</tr>
<tr>
<td>Building more carpool lanes</td>
<td>25%</td>
<td>30%</td>
<td>55%</td>
</tr>
</tbody>
</table>
## Top Projects in Napa/ Solano Subregion (8% of Bay Area)

<table>
<thead>
<tr>
<th>Project</th>
<th>Very important</th>
<th>Somewhat important</th>
<th>Total important</th>
</tr>
</thead>
<tbody>
<tr>
<td>Making improvements to State Route 37 to improve mobility, safety, and long-term resiliency to sea level rise and flooding (Napa only)</td>
<td>58%</td>
<td>23%</td>
<td>81%</td>
</tr>
<tr>
<td>Reducing truck traffic congestion and improving air quality</td>
<td>50%</td>
<td>28%</td>
<td>78%</td>
</tr>
<tr>
<td>Making improvements to the Interstate 680/State Route 4 interchange to improve safety and reduce congestion (Solano only)</td>
<td>46%</td>
<td>32%</td>
<td>78%</td>
</tr>
<tr>
<td>Purchasing new BART cars to run more frequent trains and reduce crowding</td>
<td>35%</td>
<td>38%</td>
<td>73%</td>
</tr>
<tr>
<td>Constructing northbound and southbound carpool lanes on Highway 101 in the Marin/Sonoma Narrows (Napa only)</td>
<td>42%</td>
<td>29%</td>
<td>71%</td>
</tr>
</tbody>
</table>

Q8-16: Now I’d like to read you some specific projects that would be funded by the Bay Area Regional Traffic Relief Plan. After each one, please tell me whether that project is very important, somewhat important, not too important, or not at all important to you.
Bay Area Regional Traffic Relief Plan: After Projects

Support for the measure increases significantly after voters learn about the projects.

Q37. Now that you’ve heard a little more about what it would fund, would you vote yes to approve or no to reject a measure that reads...

- $1 increase
  - Initial Vote: Yes 56%, No 40%, DK 4%
  - After Projects: Yes 60%, No 37%, DK 1%

- $1 + $1 increase
  - Initial Vote: Yes 57%, No 39%, DK 4%
  - After Projects: Yes 64%, No 34%, DK 2%

- $1 + $1 + $1 increase
  - Initial Vote: Yes 54%, No 42%, DK 2%
  - After Projects: Yes 60%, No 37%, DK 3%
There is a small, but significant, percentage that are supportive after hearing information that were not supportive initially.

Overall
- Yes before and after projects: 53%
- Move to yes after projects: 9%
- Total: 61%

$1
- Yes before and after projects: 53%
- Move to yes after projects: 7%
- Total: 60%

$1 + $1
- Yes before and after projects: 54%
- Move to yes after projects: 9%
- Total: 64%

$1 + $1 + $1
- Yes before and after projects: 51%
- Move to yes after projects: 9%
- Total: 60%
Change in Support by County

After hearing projects that would be funded by the measure, support for each in Contra Costa is above a majority.

<table>
<thead>
<tr>
<th>County</th>
<th>$1</th>
<th>$1 + $1</th>
<th>$1 + $1 + $1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Santa Clara County (24%)</td>
<td>50%</td>
<td>56%</td>
<td>52%</td>
</tr>
<tr>
<td></td>
<td>8%</td>
<td>10%</td>
<td>6%</td>
</tr>
<tr>
<td></td>
<td>58%</td>
<td>65%</td>
<td>58%</td>
</tr>
<tr>
<td>Alameda County (19%)</td>
<td>61%</td>
<td>61%</td>
<td>53%</td>
</tr>
<tr>
<td></td>
<td>6%</td>
<td>9%</td>
<td>9%</td>
</tr>
<tr>
<td></td>
<td>67%</td>
<td>69%</td>
<td>62%</td>
</tr>
<tr>
<td>Marin/ Sonoma subregion (15%)</td>
<td>55%</td>
<td>53%</td>
<td>56%</td>
</tr>
<tr>
<td></td>
<td>7%</td>
<td>10%</td>
<td>6%</td>
</tr>
<tr>
<td></td>
<td>62%</td>
<td>64%</td>
<td>62%</td>
</tr>
<tr>
<td>Contra Costa County (14%)</td>
<td>45%</td>
<td>47%</td>
<td>42%</td>
</tr>
<tr>
<td></td>
<td>7%</td>
<td>13%</td>
<td>14%</td>
</tr>
<tr>
<td></td>
<td>52%</td>
<td>60%</td>
<td>56%</td>
</tr>
</tbody>
</table>
### Change in Support by County

*Hearing projects that would be funded by a measure brings support in the Napa/Solano subregion to right around a majority.*

<table>
<thead>
<tr>
<th></th>
<th>Yes before and after projects</th>
<th>Move to yes after projects</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1</td>
<td>$1 + $1</td>
</tr>
<tr>
<td><strong>San Francisco County (11%)</strong></td>
<td>59%</td>
<td>58%</td>
</tr>
<tr>
<td></td>
<td>5%</td>
<td>9%</td>
</tr>
<tr>
<td></td>
<td>64%</td>
<td>66%</td>
</tr>
<tr>
<td><strong>San Mateo County (9%)</strong></td>
<td>59%</td>
<td>60%</td>
</tr>
<tr>
<td></td>
<td>5%</td>
<td>4%</td>
</tr>
<tr>
<td></td>
<td>64%</td>
<td>64%</td>
</tr>
<tr>
<td><strong>Napa/ Solano subregion (8%)</strong></td>
<td>40%</td>
<td>39%</td>
</tr>
<tr>
<td></td>
<td>9%</td>
<td>9%</td>
</tr>
<tr>
<td></td>
<td>50%</td>
<td>48%</td>
</tr>
</tbody>
</table>
There is little variance in informed vote for the different proposals among frequent toll payers.

- **Frequent toll payers (16%)**
  - $1: 54% Yes before, 7% Move, 61% Total
  - $1 + $1: 53% Yes before, 6% Move, 59% Total
  - $1 + $1 + $1: 55% Yes before, 7% Move, 62% Total

- **Occasional toll payers (25%)**
  - $1: 55% Yes before, 7% Move, 61% Total
  - $1 + $1: 60% Yes before, 9% Move, 69% Total
  - $1 + $1 + $1: 52% Yes before, 10% Move, 62% Total

- **Rare toll payers (57%)**
  - $1: 53% Yes before, 7% Move, 60% Total
  - $1 + $1: 52% Yes before, 11% Move, 63% Total
  - $1 + $1 + $1: 49% Yes before, 9% Move, 59% Total
Conclusions

- There is support for a regional transportation measure among the June 2018 electorate.
- There is not a statistically significant difference in support between the three measures.
- A small, but significant, percentage of the electorate that were not supportive initially support the measure after hearing about the projects it will fund.
Contacts

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510.550.8924

Chelsea Sektnan
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510.550.8815
Staff Report

To: RCPA Board of Directors
From: Julian Ruzzier-Gaul, CivicSpark Fellow
Item: 4.6.1 - Building Energy Inventory Updates
Date: February 5, 2018

Issue:
Information only.

Background:

Greenhouse Gas Inventory

Tracking greenhouse gas (GHG) emissions data and trends is critical to understanding the role local communities play in reducing GHG emissions while planning for growth and prosperity. Through the Climate Action 2020 project, the RCPA evaluated historic, baseline, and future emissions in Sonoma County using internationally accepted community scale protocols and locally specific emissions data.

Historic data revealed a decline in total and per capita emissions since 1990, but the forecasts showed that in the absence of new actions, local GHG emissions will again rise. The work of the RCPA, its members, and partners, is focused on driving a continued downward trajectory in community-wide emissions, towards the long-term goal of 80% below 1990 levels by 2050.

The 2010 baseline inventory (based on the detailed data available in that census year) gives a clear picture of where to find the biggest opportunities to reduce local contributions to climate change: transportation and building energy use cause over 85% of local GHG emissions.

The RCPA has begun the first update to the community-wide GHG inventory, based on 2015 data. Over the coming months, the RCPA will provide the Board of Directors with updates to each of the five main emission sources (Building Energy, Water & Wastewater, Transportation & Land Use, Solid Waste, and Livestock & Fertilizer) identified in Climate Action 2020. This report highlights the reductions resulting from the impacts of projects and programs developed to reduce GHG emissions from building energy use.

Building Energy Findings

2015 building energy sector data analysis revealed emissions dropped approximately 429,582 MTCO2e, or 34% since 2010, confirming Sonoma County has far exceeded the near-term, building energy sector specific, emissions reduction target two years early. In the baseline year of 2010, emissions from building energy use accounted for about 34% of total countywide GHG emissions. Climate Action 2020 established the near-term reduction target of 322,500 metric tons of carbon dioxide equivalent (MTCO2e) from building energy use by 2020.
The attached fact sheet includes further detail and graphics comparing 2010 and 2015 building energy use emissions. This comparison is accompanied by information on the emissions trend since the backcast year of 1990 and to the forecast year of 2020.

2015 Progress Highlights

A variety of factors (i.e., societal shifts and cleaner emissions factors) contributed to the high reduction in countywide GHG emissions from building energy use. Several local government investments played an important role. Below are specific actions taken by RCPA member jurisdictions and partners that contributed to this significant reduction:

- **Sonoma Clean Power (SCP) supplied about 77% of the countywide electricity load in 2015.** Created in 2014, SCP offers Sonoma County residents the choice of purchasing lower-carbon and zero-carbon electricity delivered through PG&E power lines. The large majority of residents did not opt out of SCP’s power supply resulting in SCP supplying the majority of the County with electricity. *

- **Multiple local government programs attribute to reduced GHG emissions countywide.** These programs provide community members the opportunity to increase the energy efficiency of their homes and businesses. The following highlights the metrics from the local government programs:
  
  o 1,873 commercial properties and residential units participated in Sonoma County Energy Independence Programs between 2010 and 2015. This participation accounted for about a 47,527 MTCO2e countywide GHG emissions reduction between 2010 and 2015.

  o **115 businesses received certification through the Sonoma Green Business Program.** Each of these businesses implemented practices that reduced their carbon footprint and contribute to the decreased level of countywide GHG emissions.

  o **849 single-family properties and 173 multi-family units utilized the incentives provided through the Bay Area Regional Energy Network (BayREN) in 2013 through 2015.** These single and multi-family properties had an average of 15% energy savings by implementing the retrofits incentives provided through these BayREN programs.

* When the baseline inventory was completed in 2010, PG&E was the only electricity provider in Sonoma County. Also, Healdsburg Electric continues to be the sole provider of electricity and natural gas for buildings in the City of Healdsburg.

Policy Impacts:

None.

Fiscal Impacts

None.

Staff Recommendation:

Information only.
In 2010, energy used in buildings contributed about 34% of local greenhouse gas emissions, the second largest source in Sonoma County. In the near term, increasing the use of renewable energy combined with higher energy efficiency have been the most promising GHG emissions reductions strategies.

**GHG emissions from buildings decreased while countywide population increased.**

34% reduction or **429,582** metric tons of carbon dioxide equivalent (MTCO2e) emissions reduced from 2010 to 2015, far exceeding the 2020 goals of 322,500 MTCO2e.
Local energy provides cleaner, more efficient energy to Sonoma County.

The large reduction in emissions from building energy is largely attributed to the creation of Sonoma Clean Power (SCP). Created in 2014, SCP offers Sonoma County and Mendocino communities the choice of purchasing lower-carbon and zero-carbon electricity delivered through PG&E power lines.

Cleaner emissions factors translate to lower local GHG emissions from building energy use.

A per capita and total emissions evaluation shows each jurisdiction has reduced emissions from building energy use.
Staff Report

To: RCPA Board of Directors
From: Carolyn Glanton, Climate Action Coordinator
Item: 4.6.2 – RCPA Activities Report
Date: February 5, 2018

Issue:
Information only.

Background:

Planning and Coordination

RCPA Coordination Committee
The RCPA Coordination Committee met in December to outline desired meeting topics for 2018. The January Coordination Committee featured a presentation from the Santa Rosa Junior College on sustainability efforts including goals in the 2030 Facilities Master Plan to be Zero Net Energy Source, Zero Non Potable Water and below its watershed Budget and Carbon Neutral Operation (Scope 1 & 2) by 2030.

Climate Action Staff Working Group
The Staff Working Group met on January 31st to discuss the Model Resolution for RCPA members and local climate efforts. RCPA staff will continue to support member jurisdiction staff in developing agenda items and presenting to their jurisdiction.

Sonoma County Zero Waste Task Force
RCPA staff attended the Zero Waste Task Force meeting on January 12th to discuss a Zero Waste Policy for Sonoma County Cities and County for consideration. Staff will continue to bring updates on that effort to the Board and RCPA committees.

Fire Recovery
RCPA staff continue to assist government and community partners with information resources and staff support for recovery and planning needs. Staff participate in meetings including Green North Bay Rebuild, American Institute of Architects (AIA), Construction Specifications Institute (CSI), Redwood Empire Association of Code Officials (REACO) and the Greening the North Bay Rebuilding Workshop on December 1st, 2017.

Applied Solutions
RCPA staff continues to track Sonoma County efforts within Applied Solutions, a network of local governments working on implementing clean and efficient energy and water-use projects. In 2015 and 2016, staff brought two items to the Board to provide more information on this network and how it relates to the
RCPA and to ask if RCPA should assume a role in its ongoing management. It was identified that the mission of the RCPA and Applied Solutions are strongly aligned and the network could be a benefit to the RCPA as a source of climate action case studies and best practices. Closer collaboration on conferences and more efforts were desired. Applied Solutions has begun partnering with National Council for Science and the Environment (NCSE), and RCPA staff have focused on bringing resources to Sonoma County.

NCSE, founded in 1990, works with universities and research institutes across the nation and increasingly the world, to advance and increase the use of science in environmental decision and policymaking. As a nonpartisan nonprofit organization, NCSE works to make the latest research, data and technologies accessible to policymakers at all levels of government.

By partnering, NCSE and Applied Solutions recognize that their value for science and service will accelerate the ability to provide access to best practices and learning networks to take on new challenges and embrace change. The integration of local governments and the science and academic communities through a shared platform led by NCSE and Applied Solutions introduces an entirely different level of potential to advance the clean economy, science and service.

RCPA staff and Director Zane attended NCSE’s annual conference Science, Business, and Education of Sustainable Infrastructure: Building Resilience in a Changing World in January. Director Zane was a featured speaker in several plenaries and sessions including Using Science to Inform Policy: Cross Sector Solutions to Sustainable Infrastructure and Innovations and Success Stories in Sustainable Water Management at the Federal, State, and Local Levels.

RCPA staff is working with Applied Solutions and NCSE to bring the 2018 Inaugural NCSE Applied Solutions Science Policy Institute to Sonoma County. Co-hosted by Applied Solutions, NCSE and the Sonoma County Water Agency, the Institute will bring together policy makers with scientists to focus on a set of leading challenges and identify solutions options at the implementation and policy levels that can accelerate positive impact trough focused study, learning and engagement.

Implementation

Bay Area Regional Energy Network

Bay Area Multifamily Building Enhancement Program

The Bay Area Multifamily Building Enhancement Program is now offering Resiliency Technical Assistance Pilot for 5-10 multifamily properties in Sonoma County. Property owners will receive relevant resiliency findings and recommendations in the energy audit report.

Codes and Standards

RCPA staff works with BayREN to support the efforts of local residents, businesses, and governments to help buildings comply with energy code and achieve zero net carbon emissions. RCPA staff continues to attend Redwood Empire Association of Code Officials (REACO) monthly meetings and support energy code training. Staff is currently working to schedule energy code trainings for 2018.

Funding

BAAQMD Charge! Program

The Bay Area Air Quality Management District solicitation to fund the installation of electric vehicle charging stations has now been extended through March 9th, 2018. The grant program will offset up to 75% of the cost.
of purchasing, installing, and operating new publicly available electric vehicle charging stations at qualifying facilities within BAAQMD’s jurisdiction. $5M is available on a first-come, first-served basis to public agencies and private businesses and is reimbursed after the project has been completed. RCPA are available to help develop and coordinate applications in Sonoma County, and have promoted this opportunity through the Planning Advisory Committee and Staff Working Group.

**Policy Impacts:**
None.

**Fiscal Impacts:**
None.

**Staff Recommendation:**
Information only.
Staff Report

To: Sonoma County Transportation Authority
From: Janet Spilman, Director of Planning
Item: 4.7.1 – Planning Activities Report
Date: February 5, 2018

Issue:
Information only.

Background:

PLANNING

• **Bicycle and Pedestrian Planning** - SCTA staff has collected updates to the bicycle and pedestrian project list for Appendix A of the Countywide Bicycle and Pedestrian Master Plan and updated it accordingly. Revised bicycle and pedestrian maps are underway. SCTA staff has been coordinating with Caltrans and the CBPAC on the District 4 Bicycle Plan, which focuses on bicycle network gaps and barriers around the State highway system. [http://www.dot.ca.gov/d4/bikeplan/](http://www.dot.ca.gov/d4/bikeplan/)

• **MTC Call for Applications** for PDA Planning Program, PDA Technical Assistance Program, PDA Staffing Assistance Program. For existing PDAs only. [https://mtc.ca.gov/our-work/plans-projects/focused-growth-livable-communities/priority-development-areas/call](https://mtc.ca.gov/our-work/plans-projects/focused-growth-livable-communities/priority-development-areas/call)

ADMINISTRATION OF ALTERNATIVE TRANSPORTATION FUNDING

• **Transportation Development Act, Article 3 (TDA3)** funds may be used for bicycle lanes, bicycle and pedestrian paths, and related planning and marketing efforts. Sonoma County’s cities/towns and the County of Sonoma are eligible to apply. A call for projects was be released on January 16, 2018 with applications due by March 19, 2018. [http://scta.ca.gov/projects/funding/](http://scta.ca.gov/projects/funding/)

• **Transportation for Clean Air Fund, County Program Manager (TFCA, CPM)** funds may be used for cost-effective projects that reduce on-road motor vehicle emissions within the Bay Area Air Quality Management District’s jurisdiction. Eligible project types include trip reduction, clean air vehicles and infrastructure, arterial management, and bicycle projects. A call for projects will be released in early 2018. [http://scta.ca.gov/projects/funding/](http://scta.ca.gov/projects/funding/)

• **Lifeline Transportation Program (LTP)** funds projects that improve mobility for the region’s low-income communities. Eligible project types include (but are not limited to) operations of new or enhanced transit service, and capital purchases of vehicles or other infrastructure improvements that improve access for residents of low-income communities. A call for projects will be released in early 2018. [http://scta.ca.gov/projects/funding/](http://scta.ca.gov/projects/funding/)
PROGRAM MANAGEMENT

- **Santa Rosa Car Share Pilot Program** – Since Zipcar began service in downtown Santa Rosa and Railroad Square in late August, reservations have averaged fourteen per month with an average of eight unique users. Outreach and marketing efforts in January have included web-based advertising, SMART Station platform advertising at Downtown Santa Rosa, NextDoor post, tabling at Wednesday Night Market, and press releases. SCTA staff and Zipcar are working on additional promotion efforts to raise awareness that car share is available. Santa Rosa residents and employees can take advantage of complementary annual Zipcar memberships subsidized by the grant. [Zipcar.com/SantaRosa](http://Zipcar.com/SantaRosa)

- **Safe Routes to School** - Staff continues to work with Sonoma County Bicycle Coalition to administer the gap year Measure M funded SRTS program. Staff has submitted a request for authorization in the process of obligating OBAG 2 funds through Caltrans to fund the upcoming 5-year cycle.

- **Bike Share Grant** – Staff from SCTA and the Transportation Authority of Marin (TAM) are working with MTC on a funding agreement and a project timeline.

DATA MANAGEMENT AND FORECASTING

Staff refined the scope of work and request for proposals for the 2017 Model Validation and Travel Behavior Study Project. Work continues on preparing the travel model for revalidation and recalibration in 2018. Staff continued to refine the countywide permitted and pending development database which is being used to develop 2040 housing and development forecasts for the travel model. Additional information on future projects and development intensities has been provided by local planners and is being integrated into model inputs for existing and forecasted conditions.

Staff has provided data and analysis support to local jurisdictions to support project development, implementation, and assessment. Data, analysis, and mapping support has been provided for projects located in the unincorporated county and Cotati, the Highway 101 corridor, and related to fire impact and recovery.

Staff is working with RCPA to update countywide VMT and GHG estimates as part of the Climate Action tracking process.

COORDINATION & OUTREACH

**Local Activities**

- Staff provided planning and public works staff from Santa Rosa and Sonoma County data and analysis assessing post fire traffic patterns and travel demand impacts.

- Planning Advisory Committee – There were multiple meetings in November focusing on Wildfire Recovery.

**Regional Coordination**

- MTC/ABAG committees: Regional Advisory Working Group, Regional Modeling Working Group; Transit Finance Working Group

- SB743 – Staff is coordinating with regional and local planning and public works staff on SB743 implementation, which directs lead agencies to shift CEQA transportation impact analysis from LOS to VMT.
• CMA Planners meetings
• Caltrans District 4 Bicycle Plan – Continued coordination between CBPAC members and the Caltrans Bike Plan team on plan development and the project list.

Policy Impacts:
All activities are consistent with SCTA policy.

Staff Recommendation:
Information only.
Staff Report

To: Sonoma County Transportation Authority

From: James R. Cameron, Director Projects and Programming

Item: 4.8.1– Highway 101 – Marin Sonoma Narrows (MSN) C2 Project Programming and SB1 Solutions for Congested Corridor Program (SCCP) application

Date: February 5, 2018

Issue:

Shall the SCTA:

1) Approve revised Measure M Highway 101 programing for MSN C2 to complete a full funding plan including a Measure M inter-program loan of up to $6,000,000 from the Local Street Program to the Highway 101 Program?

2) Authorized the Executive Director to submit SB 1 Road Repair and Accountability Act Solutions to Congested Corridors Program (SCCP) Application for MSN C2?

Background:

SCTA and external partners including Caltrans have been working on the Marin Sonoma Narrows since 2001. 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 miles north of the Corona Road Overcrossing in Petaluma. The project includes sound walls, bridges, auxiliary lane, ramp widening and median widening for High Occupancy Vehicle (HOV) lanes.

Since January 11, 2010 the MSN C2 Plans Specification and Estimate (PS&E) have been under development. The MSN C2 HOV project was shelved in 2015 at 95% design due to lack of construction funding.

Since March 10, 2014 Caltrans under Cooperative Agreement 04-2309 with SCTA has been acquiring right of way from willing sellers for MSN C2 project.

SCTA has been working on a strategy to fully fund the construction of the MSN C2 project. The following actions have taken place as part of the strategy to deliver and fund the MSN C2 project:

On December 12, 2016, the Board approved Amendment No. 2 to cooperative agreement SCTA11012 with Petaluma to advance $7,000,000 of construction funds.

On November 13, 2017 Cooperative Agreement 04-2308 for PS&E and the Consultant agreement were amended to fully fund the design to prepare the bid package for public advertisement to Contractors in 2019.

On December 11, 2017 the SCTA Board committed $579,000 in SB-1 LPP formula funds to the MSN C2 project.

On January 10, 2018 MTC Programming and Allocations Committee approved MSN C2 as one of the four Bay Area applicants for SB1 SCCP funding.
The culmination of all the action above along with the voters approving Measure M in 2004 and the fact that the MSN project is listed in the SB1 legislation make MSN C2 a leading candidate to receive SB1 SCCP funding which will complete the full funding plan.

The full funding plan below proposes $13,263,000 in Measure M Highway 101 programming in addition to the anticipated SB1 SCCP funding.

<table>
<thead>
<tr>
<th>Project Development Phase</th>
<th>Local M Funds*</th>
<th>SB-1 LPP</th>
<th>Petaluma</th>
<th>SCWA</th>
<th>SB-1 SCC Funds**</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>PA&amp;ED</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>PS&amp;E</td>
<td>$7,455</td>
<td></td>
<td></td>
<td></td>
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<td>$7,455</td>
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<tr>
<td>R/W Sup</td>
<td>$2,500</td>
<td></td>
<td></td>
<td></td>
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<td>$2,500</td>
</tr>
<tr>
<td>CON Sup</td>
<td>$0</td>
<td>$1,400</td>
<td></td>
<td></td>
<td>$12,600</td>
<td>$14,000</td>
</tr>
<tr>
<td>R/W Capital</td>
<td>$4,507</td>
<td>$2,063</td>
<td></td>
<td></td>
<td></td>
<td>$6,570</td>
</tr>
<tr>
<td>CON Capital</td>
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<td>$9,800</td>
<td>$579</td>
<td>$7,000</td>
<td>$1,430</td>
<td>$72,191</td>
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<tr>
<td>Total</td>
<td>$14,462</td>
<td>$13,263</td>
<td>$579</td>
<td>$7,000</td>
<td>$1,430</td>
<td>$84,791</td>
</tr>
</tbody>
</table>

* LSP Loan up to $6.0 M in FY 2021
** FY18/19 CON and CON SUP only

The proposed programming will fully fund the entire project. The right of way Cooperative Agreement 04-2309 with Caltrans will be amended at a future Board meeting, adding the new funds programmed due to the increase in cost of property acquisitions. The future Board Action will also address the programming of the Construction matching funds.

SCTA is operating in anticipation of successfully competing for final construction funding from SB1 SCCP; successful projects will be announced in May 2018. Once SB1 SCCP funds are confirmed in May 2018 SCTA and Caltrans will enter into a Construction Cooperative agreement for Caltrans to Advertise, Award and Administer (AAA) the construction project. The Construction Cooperative agreement and the SB-1 SCCP application require fund sources to be identified to address cost overruns on the project. Staff recommends STIP, SB1 LPP formula funds and/or Regional Toll funding to address overruns.

Once construction funds are secured and prior to advertisement in 2019, a further amendment to the BKF agreement will be needed to add bid support and design services during construction.

See the attached Fact Sheet for additional project details. The proposed MSN C2 delivery schedule includes Caltrans plan reviews, environmental permits and acquisition of over 100 parcels (includes temporary construction easements, full and partial acquisitions) which will result in substantial construction underway in Early 2020 and Lanes opened by the end of 2022.

**Policy Impacts:**

None, this action is in accordance with existing policy including policy 4.3 Use of Bond Financing and policy 4.4 Use of Inter-Program Loans

**Fiscal Impacts:**
The additional programming of $13,263,000 for MSN C2 has been input in the Measure M Highway 101 Cash flow model. The Measure M – 101 remaining program capacity will be approximately negative $4,500,000 in Quarter 2 of FY 2021. To maintain a minimum positive cash balance of $1,500,000 (policy 4.3), an LSP inter-program loan (policy 4.4) of up to $6.0 M will be required. After repaying the LSP inter-program loan in FY 24/25 the Highway 101 program will have an ending cash balance of approximately $4,000,000. This funding action is necessary to meet the SB1 SCCP requirements of a competitive application fully funded in all phases except construction and with matching local funds for construction.

**Staff Recommendation:**

1) SCTA staff requests that the Board approve additional Measure M Highway 101 programing for MSN C2 in the amount of $13,263 to complete a full funding plan including approval of a Measure M inter-program loan of up to $6,000,000 from the Local Street Program to the Highway 101 Program.

2) SCTA staff requests that the Board authorize the executive director to submit an SB 1 Road Repair and Accountability Act Solutions to Congested Corridors Program application for the MSN C2 project and sign a letter in substantially similar form to the attached draft letter.
January xx, 2018

Ms. Susan Bransen  
Executive Director  
California Transportation Commission  
1120 N Street, MS-52  
Sacramento, CA 95814

Dear Ms. Bransen:

The California Department of Transportation (Caltrans), the Metropolitan Transportation Commission (MTC), and the Sonoma County Transportation Authority (SCTA) are pleased to submit this application for the Marin-Sonoma Narrows (MSN) Segment C2 High Occupancy Vehicle (HOV) Lanes Gap Closure Project (Project) under the Senate Bill 1 (SB1) Solutions for Congested Corridors Program (SCCP). The request is for $84,791,000 (construction only) SCCP funding with $42,395,500 from the State share and $42,395,500 from the regional share. Local funds of $36,734,000 are 100 percent committed to deliver this $121,525,000 project. Design was completed in 2015, but the project was stalled due to lack of funding. Caltrans will be the implementing agency for the project. Any cost overruns above the allocated amounts for the Project will be covered by SCTA in partnership with MTC, from State Transportation Improvement Program (STIP), SB1 Local Partnership Program (LPP) formula funds, or regional toll funds.

The project will construct HOV lanes in the northbound and southbound directions of US 101 in the City of Petaluma, Sonoma County from the US 101/SR 116 (Lakeville Highway) Interchange to 0.3 miles north of the Corona Road Overcrossing. Congestion in this segment of US 101 occurs seven days a week due to the bottleneck and substandard vertical curves that slow traffic and impede merging. Construction of HOV lanes is expected to increase person-throughput and reduce delay for both HOVs, including transit buses and single occupancy vehicles.

The Project is a key element of the overall MSN project which adds HOV facilities along US 101 from the junction of State Route 37 in the City of Novato to just north of the Corona Road Overcrossing in the City of Petaluma, a distance of about 16 miles. This Project will complete an approximately $1 billion investment in Sonoma County’s US 101 HOV network, which began with Sonoma County’s first HOV lane project breaking ground in
2001. Approximately $175 million is from Measure M, Sonoma County’s 2004 voter-approved sales tax for transportation administered by SCTA.

In addition, the Project is part of a larger multi-modal approach to congestion relief in the corridor, which includes Sonoma Marin Area Rail Transit (SMART), a passenger rail system that began initial operations in August 2017 and its parallel bike and pedestrian pathway. Various transit services also exist along the corridor. By providing continuous HOV lanes, the Project improves the bus, vanpool, and personal vehicle modal options in this corridor. Caltrans and its partners are committed to continuing to invest in the corridor by completing the MSN improvements in Marin County, a priority of the Transportation Authority of Marin (TAM). TAM is using local funds to jump-start the design of the MSN improvements in the County and is pursuing other funding to complete the Plans, Specifications, and Estimates (PS&E).

We greatly appreciate the California Transportation Commission’s consideration of the requested investment in this Project, as it is a critical component of the transportation infrastructure for the Bay Area. The Project is a strong candidate for SB 1 SCCP funding and was included in the SB 1 authorizing legislation.

The signatures below confirm support from Caltrans, MTC, and SCTA, and that the information within the application and the Project Programming Request form is complete, including the project description, funding profile and completion dates.

Sincerely,

BIJAN SARTIPI      Date  STEVE HEMINGER      Date
District 4 Director  Executive Director
California Department of Transportation  Metropolitan Transportation Commission

SUZANNE SMITH      Date  MALCOLM DOUGHERTY      Date
Executive Director  Director
Sonoma County Transportation Authority  California Department of Transportation
MARIN-SONOMA NARROWS
CONTRACT C2

This contract is part of the Marin Sonoma Narrows high-occupancy vehicle (HOV) project in “Segment C”. The MSN C2 project is located in the City of Petaluma, Sonoma County, from approximately the US 101/State Route 116 (Lakeville Highway) Separation to just north of the Corona Road Overcrossing. The project is 3.3 miles long and will provide 6.6 miles of new HOV lanes (northbound & southbound).

COMPLETION OF ALL PLANNED HOV IN SONOMA COUNTY

**Reduce travel time**
Improves experience for carpoolers and transit users during peak commute periods on Highway 101.

**Improve safety**
Makes highway safer by addressing current deficiencies, such as sight distance, unsafe curves and narrow shoulders.

**Facilitate multi-modal uses**
Encourages the use of express buses, vanpools, and carpools by enhancing the level of service for these modes.

**Improve highway operations**
Increases efficiency by installing ramp metering and Traffic Operations System (TOS) hardware.
IMPROVEMENTS

- New HOV Lanes along NB and SB US 101 (PM 4.0 to 7.3)
- Two New Bridge Structures and Two Widened Bridge Structures
- Four Sound Walls
- New auxiliary Lane – NB US 101 between SR 116/Lakeville Highway and East Washington Street
- Install Ramp Metering, Extinguishable Message Signs (EMS), Changeable Message Signs (CMS), Closed Circuit Television (CCTV), traffic-monitoring stations and other Intelligent Transportation System (ITS) elements

PROJECT SCHEDULE

- Begin Environmental Phase: 01/01/01
- End Environmental Phase (EIR/EIS – PA&ED Milestone): 10/30/08
- Begin Design (PS&E) Phase: 5/25/10
- Begin Right of Way Phase: 3/28/14
- End Design Phase (Ready to List for Advertisement): 12/30/18
- End Right of Way Phase (Right of Way Certification Milestone): 12/30/18
- CTC – SB1 SCCP Allocation: 3/21/19
- Begin Construction Phase (Contract Award Milestone): 8/21/19
- End Construction Phase (Construction Contract Acceptance Milestone): 8/21/22

EXISTING LANES

PROPOSED LANES

COST ESTIMATE

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<th>Amount ($1,000s)</th>
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<td>Local Funds:</td>
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<td>• Sonoma County Transportation Authority Measure M</td>
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<tr>
<td>• City of Petaluma</td>
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<td>SB1-SCC (Solutions for Congested Corridor)</td>
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<td><strong>Total</strong></td>
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- This project is ready to go to construction in 18/19.
- There is a considerable amount of local funds committed to this project
- This project is a gap closure of HOV lanes in Sonoma County
Staff Report

To: Sonoma County Transportation Authority
From: Seana L. S. Gause, Senior – Programming and Projects
Item: 4.8.2 – Measure M Annual Report FY16/17
Date: February 5, 2018

Issue:
Shall the Board approve the Measure M Annual Report for FY16/17?

Background:
Every year the SCTA produces a report of Measure M activities from the previous fiscal year. This Annual Report provides information on activities, programming and financial information for fiscal year 2016/2017.

To read the document please see the SCTA website here:

Policy Impacts:
The Annual Report serves as review of the previous year. The CAC has also reviewed this report and concurs with its content.

Fiscal Impacts:
No fiscal impacts.

Staff Recommendation:
Staff recommends that the Board approve the SCTA 2016-2017 Measure M Annual Report.
Climate Action Advisory Committee
MEETING AGENDA

January 5, 2018 at 11:30 a.m.
Sonoma County Regional Climate Protection Authority
Manzanita Conference Room
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401

ITEM

1. Introductions
2. Public Comment
3. Administrative – Approval of prior meeting notes: October 6th, 2017*
4. Report-out from attendees (1 minute each)
5. Urban Footprint Scenario Planning Model Presentation
6. Proposal for reoccurring agenda item: Climate actions in development
7. Announcements
   7.1. SCTA/RCPA 2018 Committee Meeting Dates*
8. Adjourn

*Materials attached.

The next SCTA/RCPA meeting will be held February 5, 2018
The next CAAC meeting will be held in April 6, 2018

Copies of the full Agenda Packet are available at www.rcpa.ca.gov

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 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 Climate Action Advisory Committee after distribution of the agenda packet are available for public inspection in the Regional Climate Protection 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.
Citizens Advisory Committee
MEETING AGENDA (REVISED)

January 29, 2018 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 November 27, 2017* - ACTION
4. Measure M – DISCUSSION/ACTION
   a. Measure M Projects - Hearn Avenue Interchange Improvements, Fulton Ave Improvements, Santa Rosa Creek Trail – City of Santa Rosa
   b. Measure M Annual Report*
   c. Measure M Financial Reports*
      i. 2018 Bond Disclosure Reports– Staff report* by James Cameron
         1. Bond 2011 Series-2018 Disclosure*
         2. Bond 2015 Series-2018 Disclosure*
      ii. Audit Services – Contract Extension with Pisenti & Brinker, LLP*
      iii. Monthly Financials*
5. Highway Updates - DISCUSSION
6. Sonoma County Post Fire Traffic Analysis* - DISCUSSION
7. Announcements
   a. SCTA Board of Directors: New meeting location -Santa Rosa City Council Chambers, 100 Santa Rosa Avenue, Santa Rosa 95404
8. Adjourn
*Materials attached.

The next SCTA meeting will be February 5, 2018 Santa Rosa City Council Chambers, 100 Santa Rosa Avenue, Santa Rosa
The next CAC meeting will be February 26, 2018 in SCTA Conference Room

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

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

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

MEETING AGENDA
SCTA Headquarters Office

January 25, 2018 – 1:30 p.m.
Sonoma County Transportation Authority
Large Conference Room
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401

ITEM

1. Introductions

2. Public Comment

3. Approval of Minutes, November 9, 2017*

4. Measure M DISCUSSION / ACTION
   4.1. Measure M Invoicing/Obligation Status*
   4.2. LSR/LBT 2018/19 Estimates*
   4.3. Strategic Plan Update Schedule*
   4.4. Maintenance of Effort (MOE) Tracking Log

5. Regional Information Update DISCUSSION
   5.1 Statewide Local Street and Road Needs Assessment Survey*
      “The 2018 Statewide Local Street and Road Needs Assessment is now underway and each jurisdiction’s participation in the information-gathering survey is required. The on-line survey will be open in mid-January and will close on March 30th, 2018. Please see the attached memo and sample survey letter for additional information.”
   5.2 FFY2016-17 Annual Listing of Federally Obligated Projects
      (The FFY2016-17 Annual Listing of Federally Obligated Projects was submitted to FHWA on December 27, 2017 and is available online at:
   5.3 Office of Local Assistance Training (attachment)
      (http://www.dot.ca.gov/hq/LocalPrograms/training.html)
   5.4 2019 TIP Review of Non-Exempt Projects**

6. TFCA/TDA3 DISCUSSION / ACTION
   6.1 Quarterly Report*
   6.2 TDA3 Call for Projects*
7. Sonoma County Travel Model **DISCUSSION**
   7.1 Model Validation and Travel Behavioral Study*
   7.2 2018 Model Validation RFP
8. SB 743 Update **DISCUSSION**
   8.1 Update*
   8.2 SB 743 New Section 15064.3 Analyzing Transportation Impacts Implementation*
9. Sonoma County Post Fire Traffic Analysis **DISCUSSION**
10. Rail Update **DISCUSSION**
11. Other Business / Comments / Announcements **DISCUSSION**
   11.1 2018 Committee Meeting Dates
12. Adjourn **ACTION**

*Materials attached.
**Materials handed out at meeting

The next **S C T A** meeting will be held **February 5th, 2018**
The next **T A C** meeting may be held **February 22nd, 2018**

Copies of the full Agenda Packet are available at www.scta.ca.gov

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 **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.

Pagers, cellular telephones, and all other communication devices should be turned off during the committee meeting to avoid electrical interference with the sound recording system.
TAC Voting member attendance – (6 Month rolling 2017)

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*One Vote
**One Vote

NB: June and October meetings were cancelled. November meeting held in Early November. December meeting will be held if necessary.
Countywide Bicycle & Pedestrian Advisory Committee

MEETING AGENDA

January 23, 2018– 1:30 p.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: November 28, 2017 - DISCUSSION / ACTION*

3. Public Comment

4. Election of Officers for 2018 - DISCUSSION / ACTION*

5. Roundtable updates – Discussion

6. TDA3 FY 2019 Call for Projects – Discussion*

7. TDA3/TFCA FY2018 Quarter 2 Report – Information*

8. Bike Share Capital Grant Update – Discussion

9. Countywide Bicycle and Pedestrian Master Plan, Draft Project List and Map Update – Discussion**

10. Caltrans District 4 Bike Plan – Discussion

11. FHWA Rescission of Interim Approval for RRFBS - Discussion

12. Active Transportation Program, Cycle 4 – Information

13. Other Business / Comments / Announcements – Discussion

14. Adjourn – ACTION

*Materials attached
**Materials to be handed out

The next SCTA/RCPA meeting will be held February 5, 2018
The next CBPAC meeting will be held March 27, 2018

Copies of the full Agenda Packet are available at www.scta.ca.gov.

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
Planning Advisory Committee

Thursday, January 18, 2018 – 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. Administrative
   2.1. Election of Chair - DISCUSSION/ACTION
   2.2. Approval of the agenda – changes, additional discussion items- (ACTION)
   2.3. Review Meeting Notes from November 16, 2017* – (ACTION)
   2.4. SCTA Planning Activities update*
   2.5. 2018 SCTA-RCPA Committee Schedule*

3. Updates from group - DISCUSSION

4. Priority Development Area – (PDA) Planning Program Call for Applications* - DISCUSSION/ACTION
   PDA Planning, Technical Assistance program and Staffing Assistance program. Applications due March 5.

5. Update on SB 743*- DISCUSSION/ACTION

6. Air District CEQA Guidelines and Thresholds Update* - presentation from BAAQMD- DISCUSSION/ACTION


8. Other Business /Next agenda – DISCUSSION/ACTION

9. Public Comment

10. Adjourn -(ACTION)

*Attachment

The next SCTA meeting will be held February 5, 2018
The next PAC meeting will be held February 15, 2018

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

490 Mendocino Ave. #206, Santa Rosa, CA | 707.565.5373 | scta.ca.gov | rcpa.ca.gov
Transit Paratransit Coordinating Committee

MEETING AGENDA

January 16, 2018 – 1:30 p.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: November 21, 2017 - DISCUSSION / ACTION*

3. Smoking Ordinances, Ellen Swedberg, Sonoma County Department of Health – Presentation*

4. Officer Elections for 2018 - DISCUSSION / ACTION*

5. Member Roster and Recommendation - DISCUSSION / ACTION*

6. Accessible Transit Website and Sign Project, CityBus and Earle Baum Center - Presentation

7. Roundtable Updates - Discussion
   7.1. Transit / Paratransit Operators
   7.2. Mobility Partners

8. Public Comment - Discussion

9. Items for Next Agenda – Discussion
   9.1. Clipper overview, including potential for paratransit payment in version 2.0

10. Other Business / Comments / Announcements

11. Adjourn - ACTION
*Materials attached
**Materials to be handed out

The next SCTA/RCPA meeting will be held February 5, 2018
The next TPCC meeting will be held March 20, 2018

Copies of the full Agenda Packet are available at www.scta.ca.gov.

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 Transit Paratransit Coordinating 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.

490 Mendocino Ave. #206, Santa Rosa, CA | 707.565.5373 | scta.ca.gov | rcpa.ca.gov
Transit – Technical Advisory Committee

MEETING AGENDA

January 10, 2018 – 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: December 13, 2017 – ACTION*

3. Travel Model Presentation – Discussion

4. Transit Operator Updates – Discussion

5. Clipper Update, if available – Discussion

6. Technology Update (real-time information, AVL, passenger counters, fare apps, etc.) – Discussion

7. Emergency Relief Funding for Transit Capital and Operating Losses - Discussion

8. MTC’s SB1 - STA Population-Based Funds Proposal – Discussion**

9. Coordinated Claim, Update on FY 2019 TDA/STA Claim – Discussion**

10. Measure M Reauthorization Update, if available – Discussion

11. Other Business / Comments / Announcements

12. Adjourn - ACTION

*Materials attached
**Materials to be handed out

The next SCTA/RCPA meeting will be held February 5, 2018
The next T-TAC meeting will be held February 14, 2018

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

TO REDUCE GHG EMISSIONS: Please consider carpooling or taking transit to this meeting. For more information check www.511.org, www.gosonoma.org
Transit – Technical Advisory Committee

MEETING AGENDA

December 13, 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: November 8, 2017 – ACTION*
3. Travel Model Revalidation and Travel Behavior Study RFP – Discussion*
4. Transit Operator Updates – Discussion
5. Clipper Update, if available – Discussion
6. Technology Update (real-time information, AVL, passenger counters, fare apps, etc.) – Discussion
7. Emergency Relief Funding for Transit Capital and Operating Losses - Discussion
8. Lifeline Cycle 5 Update – Discussion**
9. Measure M Reauthorization Update, if available – Discussion
10. MTC SB1 Proposal, STA Population-Based Funds and Means-Based Fares – Discussion**
11. Other Business / Comments / Announcements
12. Adjourn - ACTION

*Materials attached
**Materials to be handed out

The next SCTA/RCPA meeting will be held February 5, 2017
The next T-TAC meeting will be held January 10, 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. Pagers, cellular telephones and all other communication devices should be turned off during the committee meeting to avoid electrical interference with the sound recording system.

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