BOARD OF DIRECTORS
AGENDA PACKET

Monday, July 9th, 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 June 11, 2018 meeting (ACTION)*
    3.2. Admin – resolution of commendation for Julian Ruzzier-Gaul (ACTION)

    B. SCTA Items
    3.3. Measure M – Central Sonoma Valley Trail amendment to the cooperative agreement and appropriation (ACTION)*
    3.4. Transit – agreement for professional services with Nelson Nygaard related to the Transit Integration and Efficiency Study (ACTION)*

4. Regular Calendar

    A. SCTA/ RCPA Items
    4.1. Bike Share –
        • Presentation on project approach and schedule (REPORT)
        • Funding agreements with MTC and Transportation Authority of Marin (ACTION)*
    4.2. Community Affairs Report – (REPORT)*
    4.3. Legislative – update on legislation (ACTION)

    B. RCPA Items
    4.4. RCPA Projects and Planning
        4.4.1. GHG Inventory – comprehensive 2015 GHG inventory (ACTION)*
        4.4.2. RCPA Activities Report – (REPORT)*

    C. SCTA Items
    4.5. SCTA Planning
        4.5.1. Planning Activities Report – (REPORT)*
    4.6. SCTA Projects and Programming
        4.6.1. SB1 – 2019 Local Partnership Program formulaic funds proposed programming (ACTION)*
        4.6.2. Highways Report – update on State Highway projects (REPORT)

5. Reports and Announcements

    5.1. Executive Committee report
    5.2. Regional agency reports
    5.3. Advisory Committee agendas*

490 Mendocino Ave. #206, Santa Rosa, CA | 707.565.5373 | scta.ca.gov | rcpa.ca.gov
5.4. SCTA/RCPA staff report
5.5. Announcements

6. Adjourn

*Materials attached.

The next SCTA/RCPA meeting will be held September 10, 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.

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
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 2:30 p.m. by Chair Carol Russell.

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

*Directors Absent:* Director Rabbitt, Supervisor, Second District.

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

N/A

3. **Consent Calendar**

   A. **SCTA/RCPA Concurrent Items**

   3.1. **Admin** – Minutes of the May 14, 2018 meeting (ACTION)*

   B. **SCTA Items**

   3.2. **Measure M** – amend contract with KNN Financial Consultants to extend on-call services (ACTION)*

   3.3. **Measure M** – cooperative amendment and appropriation – Santa Rosa Creek Trail, Dutton Avenue Access West Side (ACTION)*

   3.4. **Measure M** – cooperative agreement and appropriation request, City of Rohnert Park, access across 101.

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

Director Gurney, Vice Chair Gorin, and Director Zane were not present during the approval of the consent calendar.

4. **Regular Calendar**

   A. **SCTA/RCPA Items**

   4.1. **SR 37** – presentation from Resilient by Design team on vision for the corridor (REPORT)

   Erik Prince, from TLS Landscape Architecture who is part of Team Common Ground from the Resilient by Design Challenge, presented on the vision of the Highway 37 corridor.

   Mr. Prince provided context and background on Resilient by Design Bay Area Challenge and the organizations involved.

   State Route 37 (SR 37) is a significant East-West connector. Nearly two-thirds of trips on SR 37 are by individuals earning at or below the median income.

   Although the East-West connections are indeed small (alternatively Highway 12 to the north; Interstate 580 to the South), they are vital to the transportation network in the North Bay due to the lack of public transportation along the corridor.

   Mr. Prince discussed the ecological background and vitality in the corridor. There is an interest to
restore the Baylands and include community access points.

Outreach efforts were conducted throughout the Bay Area, in which feedback was summarized into four themes: identity, mobility, adapting ground, and expanding the constituency.

The Grand Bayway concept was developed to address these elements and is aimed to assist develop the location’s identity, as residents are unaware of the features and ability to visit the area for recreation.

Mr. Prince further discussed the mobility challenges, potential alternatives and described national models in regional land conservation that supports economic development, ecological health, mitigation, and identity creation.

The two alternatives recommended are: the northern alignment, which reroutes the existing roadway north along the (SMART) rail line, and, two, restore the highway along the existing right of way with the construction of a scenic causeway.

The Grand Bayway’s design principles prioritize elevated causeway structure, improve habitat and hydrologic connectivity, respond to intrinsic qualities of the landscape, and make an iconic front door to the Baylands open space.

The Grand Bayway premise allows for the creation of an elevated roadway which aspires for the revival of the ecology in the wake of climate change, restoring the railway corridor, and creating a series of pedestrian routes for recreation.

Chair Russell opened for public comment.

Steve Birdlebough, Sonoma County Transportation and Land Use Coalition, expressed appreciation to see the study acknowledged input from members of the community and the integration of these ideas that came forward with professional evaluation.

Mr. Birdlebough wondered why the focus was entirely on the marshland areas and did not take into account the question on how to meet the State’s goals to reduce greenhouse gas emissions, especially since adding an additional lane to the highway is considered.

Mr. Prince responded by explaining the mobility challenges, with the rail element, would connect communities through microtransit services with goals to link centralized connections.

Vice Chair Gorin commented on the traffic challenges experienced on SR 37 and asked how to collectively talk about the potential of what can be and if there are any thoughts on how to improve/expanded the capacity on an affordable budget.

Mr. Prince acknowledged the price of the project is the crux of the problem and explained the efforts to bring other individuals and organizations together to contribute to the funding.

Director Mackenzie recalled attendance as Chair of MTC to conference that discussed this project, among other projects, and highlighted the role that Plan Bay Area 2040 plays as a guiding document in this region.

Director Mackenzie continued discussing Regional Measure 3 as a source of funding for SR 37 and provided comments on various governance structures that will need to work in concert with one another.

Director Mansell expressed appreciation for the work on SR 37 and echoed the comment by Mr. Birdlebough that the public’s input on reducing fuel consumption is important to consider.
Director Mansell further asked when this specific project began, with a nod to the importance of the work and the faith in the future.

Mr. Prince responded the Grand Bayways project started roughly six months ago and has become a conversation starter in the community.

Director Landman said this is a beautiful project in the imagination, appreciated the presentation, and wondered how this project will be funded.

Director Landman further commented on the need to consider the long term values of projects to this magnitude, citing the building of the downtowns in Cloverdale and Cotati.

Director Miller expressed the vision is beautiful and is pleased with the idea of including a bicycle/pedestrian route that is separate from the roadway.

Chair Russell recalled conversations on a recent vacation to the New York City area and concluded if this project can be created, “let’s do it.”

Director Gurney appreciated that the discourse has been elevated to something more inspirational and appreciated the focus on alternative means of transportation, such as a separated bicycle/pedestrian route from roadways.

Mr. Prince concluded that more information can be found online at:
http://www.resilientbayarea.org/

4.2. **Electric Vehicles** – resilience strategy for charging infrastructure; partnership with PG&E in implementation plan

Brant Arthur reported the Board of Directors the idea for resilient charging locations, introduced by PG&E.

The California Public Utilities Commission (CPUC) is collaborating with the California Air Resources Board (CARB) and the California Energy Commission to implement requirements set forth in Senate Bill 350 that supports widespread transportation electrification.

PG&E will be preparing a short term project proposal to assist with rebuilding efforts in disaster-effected areas, notably aiming to address the limited electric vehicle (EV) charging network in Napa and Sonoma Counties.

The project aspires to develop an EV charging network that is resilient and widespread to support residents during emergencies and evacuation operations.

PG&E is planning to submit a proposal to the CPUC in mid-July for the DC-level charging stations and have expressed interest in mobile charging carts that can be deployed to places in need.

SCTA will be reaching out to city staff, and have presented to the SCTA Planning Advisory Committee.

This concept is within the work plan of the Sonoma County RCPA through the Shift Sonoma County implementation plan.

A list of potential charging locations was included in the agenda packet.

Director Gorin spoke on the resistance from developers on constructing charging stations and added that the City of Sonoma Veterans Memorial building was used as an evacuation center during the wildfires.

Director Zane explained the Bay Area Air Quality Management District Board has adopted an ambitious goal, Diesel Free by ‘33, which will be launching in collaboration with CARB and suggested to identify the nexus between what is
being done locally and how to develop partnership with other regional boards.

Director Mackenzie commented on the absence of Cotati and Rohnert Park in the site locations.

Mr. Arthur responded that PG&E wishes to focus on Highway 12 in the Sonoma Valley.

Director Mackenzie further added that during evacuations, individuals would be heading south and would be worth considering Rohnert Park and Cotati in this proposal.

Director Landman supported Director Mackenzie’s comments and added support of high work place scores.

Director Agrimonti talked about an event with the Sonoma Senior Center where preparedness was discussed and is supportive of this idea.

Director Miller highlighted the southern area of the Highway 101 corridor is underrepresented and asked if the Petaluma Veterans Center was considered.

Mr. Arthur responded that the Veterans Center was considered and that staff examined the proximity of high-medium fire risk areas in this proposal.

Director Miller suggested a proactive process should be championed, rather than a reactive. The entire county is at risk of fire danger.

Director Gurney added that the City of Sebastopol was an evacuation center, along with the City of Petaluma, and supported Director Miller’s comments.

Director Gurney suggested the Sebastopol Community Center as a key location to consider in the proposal.

Chair Russell expressed agreement with the other director’s comments and added that Northern Sonoma County/Cloverdale have locations that are critical during emergencies.

Director Coursey added that Elsie Allen High School was an evacuation center during the wildfires.

Director Salmon inquired, in terms of grant opportunities and the jurisdictions not listed, if PG&E will plan use this plan/proposal for their studies in awarding grants.

Mr. Arthur responded this list was developed as an example. If approved, staff would revisit the list and work with the jurisdictions. Furthermore, as this list builds, hopefully it can be used as a resource.

4.3. Community Affairs Report – (REPORT)*

Brant Arthur reported on the recent Senate Bill 1 funding awarded for the HOV lanes on Highway 101 in Petaluma.

Additionally, the Grand Bayways video on Facebook received positive feedback.

Mr. Arthur also reported on the Advance Energy Rebuild. This partnership with Sonoma Clean Power, PG&E, and the Bay Area Air Quality Management District aims to help homeowners rebuild energy efficient, sustainable homes. Funding is set to expire in 2019.

Furthermore, the California Transportation Foundation (CTF) has recognized Santa Rosa CityBus and Sonoma County Transit for their role and response to the October 2017 wildfires (Emergency Response Project of the Year).

SMART was also recognized for Rail Project of the year.

Director Coursey wondered, in relation to the Advanced Energy Rebuild, if the program is
popular and how many individuals are taking advantage of the incentives.

Mr. Arthur responded that the participation is currently unknown, but will look into it; however explained that previous, similar programs have not received a significant amount of participation.

Director Coursey further commented on the attendance at the CTF awards ceremony on behalf of the city and county transit.

Director Gurney asked about electric busses.

Mr. Arthur responded that Sonoma County Transit has two electric busses on order.

Director Gurney announced that Sebastopol will be the host to the first electric bus for their city-circulator route (Route 24) and also announced that the Sebastopol City Council has adopted a fare subsidy program for one year.

Mr. Arthur also added that Santa Rosa CityBus is considering the purchase of two electric busses.

4.4. Legislative – update on legislation.

Suzanne Smith updated the Board of Directors on Assembly Bill 2267 (Wood). This legislation is related to housing post-wildfire, not specific to rebuild, but more focused on building and CEQA streamlining.

A summary of the draft legislation was provided to the Board of Directors. The legislation will be heard by the California Senate Environmental Quality Committee on June 20th.

The legislation has three key points:

- CEQA exemptions for amendments to existing Specific Plans, and a focus on Priority Development Areas. The exemption would expire January 1, 2024.

- Expedited resolution of CEQA lawsuits challenging local agency approvals of land use plans in the “RED Area.”

- Limited CEQA exemption for “RED leadership Development Projects.”

Chair Russell opened for public comment.

Teri Shore, Greenbelt Alliance, commented that the legislation was received today and environmental groups are now reviewing.

At first glance, Ms. Shore acknowledged there seems to be good items in the legislation. Greenbelt Alliance generally supports developments in downtowns and PDAs, and has questions about the Airport area, resource enterprise districts, and the provisions described.

Ms. Shore requested to see in the legislation that the provisions have already been defined, not to be defined in the future.

Director Coursey explained the joint Ad Hoc committee between the County and the City of Santa Rosa and commented on the process and work that created the RED.

Director Salmon commented on the potential development in airport area and the interesting challenge is poses for Windsor to address livability in a community.

Director Landman inquired on the definition used to define a major transit stop and commented on the legislation.

Ms. Smith answered the SMART stations are defined by MTC as transit priority areas.

Director Zane commented on a recent speech to design architects where density versus suburban sprawl and “NIMBYism” (Not In My Back Yard) at the local level were discussed.
Vice Chair Gorin conveyed appreciation on the work by Directors Coursey and Zane, who are on the Ad Hoc committee. This legislation does not help those who lost their home rebuild, rather this expedites the building of homes in the specified area.

Vice Chair Gorin also expressed a concern in an attempt to limit public dissent/disagreement when a project is proposed.

Director Mackenzie regarded the legislation as a sensible approach, expressing the legislation is specific and helps build on transit oriented development, which is also a vision of SMART.

Director Mansell acknowledged the impact of tourism in Sonoma County and spoke on a growth management amendment that will be placed on the ballot for Healdsburg residents.

Director Mansell urged the Board of Directors to be vigilant as a county when it comes to tourism and second homes/vacation rentals.

Chair Russell discussed a recent article that described younger individuals are moving away from the region.

**B. SCTA Items**

4.5. SCTA Planning

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

Janet Spilman reported a clarification in the activities report.

Staff had intended to release the Request for Proposals for the Safe Routes to Schools program; however, due to a change in approach under the “Disadvantaged Business Enterprises” by Caltrans, the RFP remains under review.

There are no milestones to highlight in this month’s activities report and Staff is available for any questions.

Director Mackenzie inquired on the bike share grant and if implementation reflects the changes and availability of equipment.

Dana Turrey responded that Staff continues discussions with the Transportation Authority of Marin and a Request for Information will be released to study what is available in the bicycle share industry.

Director Zane suggested e-bikes and to study where users are.

Suzanne Smith added that the RCPA was recently awarded a grant by the Bay Area Air Quality Management District that could potentially enable an e-bike incentive program.

**4.6. SCTA Projects and Programming**

4.6.1. **MTC** – results of Regional Measure 3 (REPORT)*

Suzanne Smith reported to the Board of Directors on the passing of Regional Measure 3. The tolls on the state-owned bridges will increase on January 1st, 2019.

Funding will be distributed in Sonoma County for the Marin-Sonoma Narrows, Highway 37, SMART’s extension to Windsor and Healdsburg, and transit access in the North Bay.

Director Mackenzie commented on Regional Measures 1 and 2, recalling that both measures did not include Sonoma County.

This is a new funding source for Sonoma County.

The projects are identified, an oversight committee has been established, and now the question of priorities will be determined.
4.6.2. **Measure M** – report from ad hoc committee related to 2018 ballot measure (ACTION)

Suzanne Smith reported the Measure M Ad Hoc was charged with assessing when to go to the ballot for reauthorization of the sales tax measure.

After a year of meeting, with the goal of placing the measure on the November 2018 ballot, the Ad Hoc has decided not to move ahead with placing the measure on the ballot due to Senate Bill 1 repeal effort, the uncertainly of RM3, and acknowledging voter confusion.

The Ad Hoc committee is seeking to place the reauthorization measure on the November 2020 ballot.

Vice Chair Gorin commented on the other measures seeking for a November 2020.

Director Coursey explained that extending Measure M is critical and highlighted the voter confusion and fatigue with competing measures on the ballot.

Director Miller agreed with Director Coursey, and added there is time to fully identify the information to develop the reauthorization measure.

Director Landman conveyed the need to explain the value and importance, even during tough economic times, that self-help counties receive with sales tax measures.

Chair Russell opened for public comment.

Willard Richards recommended that the reauthorization of Measure Q (2008; SMART sales tax measure) should be presented to voters after Measure M is reauthorized.

4.6.3. **Measure M** – programming for projects in the 2019 Strategic Plan update (ACTION)*

Seana Gause described the proposed programming for projects for the 2019 Strategic Plan update. Staff is seeking approval of proposed programing.

The Measure M Strategic Plan is a five year plan, and is updated every two to three years.

This plan will be programming Local Street and Bicycle and Pedestrian Program (LSP and BP) projects for FY18/19 to FY22/23.

Ms. Gause described the program’s projects and highlighted that all projects submitted came in within the existing capacity.

Director Landman moved to accept the programming for projects in the 2019 strategic plan update, Director Mackenzie seconded.

The motion was approved unanimously.

4.6.4. **Highways Report** – update on State Highway projects

James Cameron briefly updated the Board of Directors on the state highway projects.

**Project 10 – MSN C-2**

A full funding plan is now established. The designer has resubmitted the drawings to Caltrans.

The right of way is moving forward and is on schedule to be completed by the end of the year.

**Project 11: MSN B2 Phase 2**

The contract with Ghilotti Construction was approved in April 2018. Construction work on clearing has started and will begin work on the median divide later this month.
**State Route 37 Corridor Protection and Enhancement Project**

The policy committee will meet on July 20. The committee will discuss the passing of Regional Measure 3.

Caltrans will also report on the consultant conducted focus groups.

**Highway 116/121 Intersection Improvements**

Seana Gause reported the Project Approval and Environmental Documents are completed. The Environment Impact Report is available online.

C. **RCPA Items**

4.7. RCPA Projects and Planning

4.7.1. **RCPA Activities Report**

Aleka Seville reported on the Climate Action Staff Working Group. RCPA staff will be working with city staff to understand how to provide technical, policy, and funding assistance to support 2020 GHG reduction goals.

Ms. Seville further updated on BayREN activities. The CPUC recently approved the updated BayREN budget, which included the Regional Water Bill Savings budget. The budget will be available July 1st, 2018.

Lastly, Ms. Seville announced staff is seeking input on AB 617 from residents of Sonoma County on issues and challenges around air quality. This will result in new money, new grants, and new programs.

Director Zane commented that this is a critical time to be looking at health impacts in relation to air quality.

5. **Reports and Announcements**

5.1. Executive Committee report

The executive committee did not meet in June.

5.2. Regional agency Report

Sonoma Clean Power:

Director Landman announced the Drive Evergreen will be coming back for another year and promotions will be beginning.

Bay Area Air Quality Management District:

Director Zane announced the approval of $4.2 million in climate protection grants. $250,000 has been awarded to the RCPA.

Also, an international conference on climate change hosted by Governor Brown will be held in San Francisco in September.

Bay Conservation & Development Commission:

Vice Chair Gorin reported on the Restoration Authority recent projects. The matching grant funding has been identified for bay restoration projects.

5.3. Advisory Committee agendas*

Included in the agenda packet.

5.4. SCTA/RCPA staff report

N/A

5.5. Announcements

Director Agrimonti announced attendance at a press conference at Medtronic, where it was announced they are partnering with Habitat for Humanity to construct temporary cottages on the campus.

6. **Adjourn**

Meeting adjourned at 5:06 p.m.
Staff Report

To: Sonoma County Transportation Authority

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

Item: 3.3– Measure M Bicycle / Pedestrian Cooperative Agreement Amendment and Appropriation Request: Central Sonoma Valley Trail

Date: July 9, 2018

Issue:
Shall the SCTA approve an amendment to Cooperative Funding Agreement M70310-A1? Shall the Board subsequently approve an appropriation of funds for the Measure M Bicycle and Pedestrian Project Central Sonoma Valley Trail (M70310) in the amount of $20,000 for the construction phase (letter attached)?

Background:
The SCTA previously entered into Cooperative Funding Agreement #M70310 with the Sonoma County Regional Parks for the completion of the Central Sonoma Valley Trail Phases 1B and 1C, Bicycle and Pedestrian project. The cooperative funding agreement financial page and project delivery schedule have been revised to bring them up to date. Staff is seeking approval of the second revision of the amended cooperative agreement (A2)

The SCTA also adopted the 2019 Measure M Strategic Plan Programming, which sets forth the SCTA’s program and the 2017 Measure M Strategic Plan project implementation policies with regard to the use of funds provided under Measure M. Pursuant to the 2017 Measure M 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. The Sonoma County Regional Parks Department has submitted an appropriation request (attached) dated June 14, 2018 in the amount of $20,000 for the Central Sonoma Valley Trail, Phase 1B and 1C. The appropriation request is summarized below:

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Policy Impacts:
The appropriation is also within the established policies outlined in the Measure M Strategic Plan Chapter 4, Policy 7.
**Fiscal Impacts:**

Consistent with the Strategic Plan, Measure M funds in the amount of $20,000 will be made available to the Sonoma County Regional Parks Department for the Central Sonoma Valley Trail project. Appropriation of these funds is consistent with the funding availability defined in the Measure M cash-flow model.

**Staff Recommendation:**

Staff recommends that the Board adopt SCTA Resolution No. 2018-012 thus approving the aforementioned appropriation request.
AMENDMENT NO. 2 TO COOPERATIVE AGREEMENT M70310
BETWEEN
THE SONOMA COUNTY TRANSPORTATION AUTHORITY
AND
THE COUNTY OF SONOMA REGIONAL PARKS DEPARTMENT

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

RECITALS

1. AUTHORITY adopted that certain 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 COUNTY previously entered into Cooperative Funding Agreement No. M70310 in May 18, 2008 (the “Agreement”), which was amended April 15, 2015 to identify a bicycle and pedestrian improvement project under Measure M.

3. COUNTY and AUTHORITY desire to amend Sections II and III and the Financial Plan (Exhibit B) to more clearly define the project and the funds available thereto.

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

AGREEMENT

I. AMENDMENTS

Paragraph 1 to Section 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-2 and to approved appropriations by the SCTA Board. If additional funds beyond those identified in Exhibit B-2 are necessary to complete the Project, AUTHORITY will cooperate with COUNTY to identify and secure new or
increased fund commitments; however, completion of the Project remains the responsibility of COUNTY.

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

Exhibit B-1 is replaced with Exhibit B-2. Exhibit B-2 is incorporated into the Agreement by this reference.

II. Remainder of Agreement Unchanged.

Except to the extent the Agreement is specifically amended or supplemented by this Amendment No. 2, the Agreement, together with exhibits and schedules, is and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of AUTHORITY or COUNTY arising there under.
COUNTY OF SONOMA

By: _______________________
James Gore, Board of Supervisors, Chairperson

ATTEST:

By: _______________________
Clerk of the Board of Supervisors

APPROVED AS TO LEGAL FORM

FOR COUNTY:

By: _______________________
Diana Gomez, COUNTY Attorney

SONOMA COUNTY TRANSPORTATION AUTHORITY

By: _______________________
Carol Russell, SCTA Chair

APPROVED AS TO SUBSTANCE:

By: _______________________
Suzanne Smith, Executive Director

FOR AUTHORITY:

By: _______________________
Adam Brand, Legal Counsel Authority
COOPERATIVE FUNDING AGREEMENT NO. M70310
BETWEEN
THE SONOMA COUNTY TRANSPORTATION AUTHORITY
AND
COUNTY OF SONOMA REGIONAL PARKS DEPARTMENT

EXHIBIT B-2

FINANCIAL PLAN AND SCHEDULE (2004 Dollars)

TOTAL BUDGET (September 2014-August 2018):

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SCHEDULE UPDATE

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June 14, 2018

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

FUNDING APPROPRIATION REQUEST
CENTRAL SONOMA VALLEY BIKEWAY – CON
AGREEMENT NO. M70310

Dear Chair Russell:

The Sonoma County Regional Parks Department hereby requests that the Sonoma County Transportation Authority (SCTA) take action to appropriate Fiscal Year 2018-2019 funds at its next Board meeting for the Central Sonoma Valley Bikeway project.

The County has entered into a cooperative funding agreement with the SCTA (Cooperative Agreement No. M70310) and construction for Phase 1B Flowery School to Depot Road and Phase 1C Verano Avenue – Sonoma Creek to Main Street segments of the Central Sonoma Valley Bikeway project is scheduled to be completed by the end of summer 2018. Below is the specific appropriation request information.

<table>
<thead>
<tr>
<th>Project Name &amp; Description:</th>
<th>Central Sonoma Valley Bikeway</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Category:</td>
<td>Bicycle/Pedestrian Project</td>
</tr>
<tr>
<td>Phase Development Phase of this</td>
<td>Construction</td>
</tr>
<tr>
<td>Appropriation:</td>
<td></td>
</tr>
<tr>
<td>Amount of Measure M Appropriate</td>
<td>$20,000</td>
</tr>
<tr>
<td>Request:</td>
<td></td>
</tr>
<tr>
<td>Amount of Local Funding Match:</td>
<td>$665,500</td>
</tr>
<tr>
<td>Sources of Local Funding Match:</td>
<td>MTC Lifeline, Park Mitigation Fees</td>
</tr>
<tr>
<td>Total Project Cost:</td>
<td>$1,900,000</td>
</tr>
</tbody>
</table>
The current schedule for the Central Sonoma Valley Bikeway, Phase 1B and 1C is as follows:

<table>
<thead>
<tr>
<th>Project Development Phase</th>
<th>Begin (MO/yr)</th>
<th>End (MO/yr)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental</td>
<td>7/2013</td>
<td>10/2016</td>
</tr>
<tr>
<td>Right of Way (ROW)</td>
<td>6/2007</td>
<td>3/2017</td>
</tr>
<tr>
<td>PS&amp;E</td>
<td>10/2013</td>
<td>5/2016</td>
</tr>
<tr>
<td>Construction</td>
<td>6/2017</td>
<td>8/2018</td>
</tr>
</tbody>
</table>

Thank you for your consideration.

Sincerely,

Bert Whitaker
Director

cc: Johannes Hoeverts, Transportation and Public Works Director
    Suzanne Smith, SCTA Executive Director
RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY TRANSPORTATION AUTHORITY, COUNTY OF SONOMA, STATE OF CALIFORNIA, APPROPRIATING MEASURE M FUNDS OF $20,000 TO THE COUNTY OF SONOMA REGIONAL PARKS DEPARTMENT FOR CENTRAL SONOMA VALLEY TRAIL CONSTRUCTION, IN ACCORDANCE WITH COOPERATIVE FUNDING AGREEMENT NO. M70310-A2

WHEREAS, the 2004 Sonoma County Traffic Relief Act Expenditure Plan (hereinafter "Expenditure Plan") includes $1,900,000 in 2004 dollars, for the Central Sonoma Valley Trail in the Bicycle and Pedestrian funding category; and

WHEREAS, the Sonoma County Transportation Authority (hereinafter “Authority”) and the County of Sonoma Regional Parks Department (hereinafter “County”) have entered into Cooperative Funding Agreement No. M70310-A2 (hereinafter “Cooperative Agreement”) regarding the Central Sonoma Valley Trail (hereinafter “Project”); and

WHEREAS, County has submitted a Request for Appropriation of Funds dated June 14, 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.

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 $20,000 to the County pursuant to the Cooperative Agreement to be used for the purposes set forth in Attachment A attached hereto; and

BE IT FURTHER RESOLVED, that funds will be disbursed to the County in accordance with the provisions of Cooperative Agreement but shall not exceed, on an annual basis, the amounts programmed by fiscal year, as shown in the Program of Projects in the 2019 Strategic Plan Programming, as such plan may be amended from time to time; and

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

BE IT FURTHER RESOLVED, that this appropriation shall expire three years from approval of this resolution.
THE FOREGOING RESOLUTION was moved by Director Miller, seconded by Director Gorin, 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:

Carol Russell, SCTA Chair

This RESOLUTION was entered into at a meeting of the Sonoma County Transportation Authority held on July 9, 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
Date: July 9, 2018
Amount of Funds: $20,000
 Appropriated to: County of Sonoma Regional Parks Department
Program Category: Bicycle and Pedestrian Program
Specific Project: Central Sonoma Valley Trail
Appropriated For: Construction: $20,000
Scope of Work: Construction of Phases 1B (Flowery School to Depot Road) and 1C (Verano Avenue - Sonoma Creek to Main Street).
Other Conditions: None
Staff Comments: This is the fifth appropriation for this project.
ATTACHMENT B
Chronological Listing of Fund Appropriation Resolutions
COOPERATIVE FUNDING AGREEMENT NO. M70310-A2
Between the Sonoma County Transportation Authority
And the County of Sonoma Regional Parks Department

<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>M70310</td>
<td>2008-006</td>
<td>April 14, 2008</td>
<td>$63,000</td>
<td>$63,000</td>
</tr>
<tr>
<td>M70310</td>
<td>2011-007</td>
<td>March 14, 2011</td>
<td>$50,000</td>
<td>$113,000</td>
</tr>
<tr>
<td>M70310</td>
<td></td>
<td>May 14, 2012</td>
<td>-$50,000</td>
<td>$63,000</td>
</tr>
<tr>
<td>M70310-A1</td>
<td>2015-008</td>
<td>April 13, 2015</td>
<td>$15,000</td>
<td>$78,000</td>
</tr>
<tr>
<td>M70310-A1</td>
<td>2017-015</td>
<td>June 12, 2017</td>
<td>$85,000</td>
<td>$163,000</td>
</tr>
<tr>
<td>M70310-A2</td>
<td>2018-012</td>
<td>July 9, 2018</td>
<td>$20,000</td>
<td>$183,000</td>
</tr>
<tr>
<td><strong>TOTAL FUNDS APPROPRIATED</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$183,000</strong></td>
</tr>
</tbody>
</table>
Staff Report

To: Sonoma County Transportation Authority

From: Dana Turrey, Transportation Planner

Item: 3.4 - Transit Integration and Efficiency Study Contract

Date: July 9, 2018

Issue:
Shall the Board authorize the Executive Director to negotiate final terms for and execute the attached draft agreement for consulting services related to the Transit Integration and Efficiency Study for Sonoma County?

Background:
In June 2018, SCTA entered into funding agreements with the Metropolitan Transportation Commission (MTC) and the City of Santa Rosa to support development of the Transit Integration and Efficiency Study (Transit Study). The purpose of the Transit Study is to improve bus transit throughout Sonoma County in both the near-term and over the next fifteen-year period. The overarching goal of the Transit Study is to identify feasible strategies that will improve passenger experience, reduce operating and capital costs, and better integrate the existing operating systems.

SCTA staff will be the lead on the Study, steering committee coordination, data collection, and contract management. The Study will be developed in close coordination with the steering committee, which is made up of SCTA, MTC, Santa Rosa CityBus, Santa Rosa Public Works, Sonoma County Transit, Sonoma County Public Works, Petaluma Transit, and Petaluma Public Works staff and directors.

A panel of SCTA staff and partner transit agencies selected the project team with Nelson Nygaard as the prime and McGuire Management a sub-consultant after interviewing in June. The draft standard agreement and work scope are attached to this staff report.

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

Policy Impacts:
The Transit Integration and Efficiency Study is a technical study and will not have policy impacts. Future decisions to move forward with implementation of recommendations from the study may result in policy impacts.

Fiscal Impacts:
The total budget for this study is $150,000, of which MTC will fund 50 percent and the City of Santa Rosa will fund 50 percent. One hundred percent of the budget is for consultant services.
**Staff Recommendation:**

Staff recommends that the Board approve the attached contract with Nelson Nygaard as a draft and authorize SCTA to negotiate the final terms of the contract, scope of work, and budget by task.

**Attachment:** Standard Agreement for Transit Integration and Efficiency Study
AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), dated as of __________, 2018 ("Effective Date") is by and between the Sonoma County Transportation Authority, a political subdivision of the State of California (hereinafter "SCTA"), and Nelson Nygaard (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified, experienced in the preparation of transit integration and efficiency studies and related services; and

WHEREAS, in the judgment of the Sonoma County Transportation Authority, it is necessary and desirable to employ the services of Consultant for technical assistance in development of the Transit Integration and Efficiency Study.

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

A G R E E M E N T

1. Scope of Services.

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

1.2 Cooperation With SCTA. Consultant shall cooperate with SCTA and SCTA staff in the performance of all work hereunder.

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

1.4 **Assigned Personnel.**

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

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

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

2. **Payment.**

For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B, provided, however, that total payments to Consultant shall not exceed $150,000, without the prior written approval of SCTA. Consultant shall submit its bills in arrears on a monthly basis in a form approved by SCTA’s Auditor and the Executive Director of SCTA. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

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

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

3. Term of Agreement. The term of this Agreement shall be from July 1, 2018 to September 30, 2019 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to SCTA all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant’s subcontractors, consultants, and other agents in connection with this Agreement and shall submit to SCTA an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by SCTA, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if SCTA terminates the Agreement for cause pursuant to Section 4.2, SCTA shall deduct from such
amount the amount of damage, if any, sustained by SCTA by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of SCTA has the authority to terminate this Agreement on behalf of the SCTA. In addition, the Executive Director of SCTA, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the SCTA.

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

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

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes which do not change the scope of work or significantly lengthen time schedules may be executed by the Executive Director of SCTA in a form approved by Counsel. The Board of Directors of SCTA must authorize all other extra or changed work. The parties expressly recognize that SCTA personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly
waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the SCTA.

9. **Representations of Consultant.**

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

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

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

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

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

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

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

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

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

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

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

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

10. Content Online Accessibility. SCTA follows the County policy that requires all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.

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

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

10.3 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 SCTA staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s), e.g. embedding the document with alt-tags that describe complex data/tables.

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

   a. Cancel any delivery or task order;
   b. Terminate this Agreement pursuant to the provisions of Article 4;
   c. In the case of custom EIT developed by Consultant for SCTA, SCTA may have any necessary changes or repairs performed by itself or by another contractor. In such
event, contractor shall be liable for all expenses incurred by SCTA in connection with such changes or repairs; and/or

d. Document Accessibility Certification Form.

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. Nothing in this Article limits SCTA’s right to terminate this Agreement pursuant to Article 4.

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

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

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

TO: CONSULTANT:

__________

__________

__________

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


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

14.2 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.

14.3 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.

14.4 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.

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

14.6 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.

14.7 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.
14.8. **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.

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

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

CONSULTANT: NELSON NYGAARD

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

SCTA: SONOMA COUNTY TRANSPORTATION AUTHORITY

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

By: ________________________
Executive Director

Date: ________________

APPROVED AS TO FORM FOR SCTA:

By: ________________________
County Counsel

Date: ________________
Approach to Completing Scope of Work

Task 1  Project Management and Administration

As discussed above, we believe a robust project management plan is crucial for this study. While our team can make recommendations in the final plan, when the effort is over, it will be up to each of the project partners to take the actions necessary to implement the plan. Only with comprehensive communication can the consulting team ensure the members of the Project Steering Committee are ready to take on implementation of the plan recommendations. Communication and collaboration opportunities between the Steering Committee and the consulting team are outlined in the project management plan (PMP). The PMP includes regular bi-weekly project progress calls, pre-established Steering Committee meeting dates and a specific plan to engage project partners in the course of the study.

1.1  Project Management Plan

The plan will detail tasks, approaches, responsibilities, timelines, and processes for reviewing and finalizing technical documents that will comprise the study. With multiple agencies being involved in the study, our team will propose an approach to reviewing project deliverables that works for relevant stakeholders. This is particularly important for ensuring project progress. Given the limited staff resources at the partner agencies, the approach may need to be different than our standard approach which is a single set of consolidated comments resulting from the review of interim deliverables. The project management plan will include a full outreach plan that establishes the timing, tactics, and strategies to be employed in the outreach and will be integrated with overall project milestones. Our experience with this type of project suggests that project schedule delays are almost always tied to the timing of interaction with public outreach plan and coordinating the public outreach efforts. The delay factor can be further compounded by the availability of the Project Steering Committee to attend meetings. Our intent is to include specific dates for meetings of the Project Steering Committee in the project schedule. Our intent is to also include draft topical agendas for each meeting of the Steering Committee. Timing and appropriate means to engage other project partners in the study effort will be identified, as well. After the kick-off meeting we will issue a draft final project management plan that will include the detailed project schedule and the draft final public outreach plan.

1.2  Project Steering Committee Meetings

We will work with SCTA to organize a project kickoff meeting with the Project Steering Committee. The purpose of this meeting will be to discuss the draft project management plan, review the data provided, discuss gaps in the data, and how we intend to approach each subject matter area. The discussion of the Project Management Plan will include discussion of the detailed project schedule and the draft outreach plan. We will use the kick-off meeting to set key milestones with specific dates for future meetings of the Project Steering Committee. The kick-off meeting also presents an opportunity for each of the agencies to brief the consulting team on the present overall policy outlook of each agency as well as current events in each community that may influence study outcomes, or that may be opportunities for greater integration. Examples might include topics such as the evolution of fire recovery plans or findings from the first few months of SMART operations.

The timing and agendas for future meetings of the Project Steering Committee will be addressed in the project management plan. We anticipate as many as ten Project Steering Committee meetings over the course of the study. Early meetings will be staged to provide topical focus to discuss analysis and proposals.
related to opportunities to meet project goals. These are ordered more topically to allow the possibility of involving subject area experts for that topical area in each meeting. A general plan of meetings might look like:

1. Kick-off Meeting
2. Focus area – Governance and Administrative opportunities
3. Focus area – Labor opportunities
4. Focus Area – Fixed route service, customer information, and fares
5. Focus area – paratransit service and eligibility
6. Summary and Comprehensive Review of Opportunities to be carried into Task 3
7. Results of Comparative Evaluation of Opportunities
8. Interim report on outreach progress – internal and policy level reaction – prepare for external outreach
9. Report on external outreach and discussion of modifying recommendations
10. Project wrap up and finalization of recommendations following presentation to transit boards.

1.3 Bi-Weekly Project Progress Meetings

The purpose of these meetings will be to monitor project progress and discuss project issues as they might arise through the life of the study. Each meeting will have an agenda and notes to document project decisions and follow-up items. Some bi-weekly meeting may be superseded by Steering Committee meetings.

1.4 Monthly Project Progress Reports

Monthly progress reports will identify progress on each sub-task, total number of hours worked, project budget status, project accomplishments, project timing status, and specific project issues. The progress reports will accompany the monthly invoice for the project.

Deliverables:

- Project Management Plan
- Project Steering Committee Meetings
- Monthly Progress Reports
- Bi-weekly Project Progress calls

Task 2 Review of Integration and Efficiency Opportunities

To get started, a full accounting of how each agency operates, and what they bring to the table—including values and goals—must be documented to determine feasibility of integration projects. Data collection in this task will include concrete analytical and planning tools that can be referenced and updated as the process progresses.

2.1 Background Review

The results of this study will be a complement to the planning work and reflect the values of the local communities that SCTA encompasses. The review will include local planning documents and case studies.
of best practices from relevant peers. Examples include those mentioned in the original scope language, along with SPUR’s Seamless Transit, the SCTA Transportation Mode Shift Action Plan, and TCRP Report 173: Improving Transit Integration Among Multiple Providers.

At the kickoff meeting we will also determine which peers should be reviewed for their best practices. Learning from others can help us be more flexible, nimble, and thoughtful about the ideas and assumptions we hold about integration complexities, timelines, costs, and outcomes.

- We will determine at project kickoff which peers should be used for best practices comparisons

### 2.2 Financial Review

In this task we will explore the operational financial condition (revenues and expenditures) of each transit operation, based on the current level of service. During the interviews detailed in Task 4.1 we will ask the appropriate representatives at each agency about goals, unmet operating and capital needs and unmet funding for their ideal operating budgets. This will include actions that are anticipated to impact transit finances.

We will also review the capital plan of each agency to look for opportunities for efficiencies to be gained in the acquisition and management of capital assets.

- The scope requires that the consulting team identify trends or actions that are anticipated to positively or negatively impact transit finances in Sonoma County in the near-term, including changes to funding availability or distribution.

SCTA has a robust system of tracking various funding sources available and allocated to each operator. Our team will also work to understand the assumptions behind those funding allocations as well as review the last five years of financial history.

### 2.3 Physical Asset Review

During the kickoff meeting we will ask each agency to provide us with a list of existing assets and those projected in capital plans. Once we have them in hand, our team will compile a master list that will be updated as needed. Coordinated to be timed during the interviews in Task 4.1 below, we will meet on-site with the appropriate staff at each agency, to take tours and learn about unfunded asset needs. We will document projected or proposed policy changes or actions that will have an impact on asset integration projects, such as goals for fleet electrification.

### 2.4 Technology System Review

Our team will compile a master list of software used for automatic vehicle location devices (AVL), passenger counters, farebox collection, asset management, fixed-route and paratransit transit planning, map publication, and communications systems. We will note each vendor, and any pertinent contract information that may impact integration efforts. In Task 3 our team follow up with staff involved in contracts, legal, and using the programs.

### 2.5 Labor Force Review

The consulting team will analyze the organizational structure issues related to each transit provider and the possible efficiencies to be realized by integrating the organizations. This analysis will take into account the mix of in-house and contracted services and consider staffing at all levels both administration, operations, and maintenance. Administrative structures will be carefully reviewed for existing efficiencies as well as for opportunities to improve overall performance.
The team will carefully examine labor issues. The differences in existing structure between operators will be 
carefully reviewed, and we will highlight differences in approach to personnel deployment and overall 
management. Among the focal points will be the implications of integrating in-house and contracted 
workforces as well as different labor organizations. The team will also be alert to opportunities to improve 
efficiency by changing provisions in labor contracts. Due to the fact that these may become the basis for 
future negotiations, these items will be specifically committed to separate confidential memoranda and 
delivered to the executive management of the appropriate organization.

Issues and deficiencies with the current structure will be examined. Important in this review will be both 
financial differences between operators and also work rule issues that can affect operating cost. 
Approaches to greater efficiency through contract realignment and revisions to labor provisions will be 
presented. In addition, considerations around consolidation of agreements, such as different union locals 
and which unions represent the agencies’ employees will be explored and recommendations formulated. 
The importance of these details in terms of the type and degree of integration and even coordination cannot 
be overstated. The State of California has very strong laws to protect employees’ collective bargaining 
rights which have a direct bearing on the jurisdiction of the work to be accomplished and the rights of the 
established collective bargaining agent. Ensuring those details are very well understood and thoroughly 
considered in the formation of potential integration strategies is crucial to their potential success.

The Nelson\Nygaard team and McGuire Management Consultancy have accomplish extensive work with 
organized labor. Some of these efforts have been to examine opportunities for efficiency, others for 
potential to consolidate and others include negotiation of contracts, both public and private.

2.6 Fixed Route Service Review

As a starting point in our analysis of existing fixed-route services, we will summarize service hours/miles, 
scheduled trips, ridership and costs for the most recent five years. The purpose of this analysis is to assess 
the efficiency and effectiveness of the system as a whole.

Nelson\Nygaard will then conduct a detailed review of each fixed-route in the system. Existing schedules 
and recently validated automatic passenger counter (APC) data (provided by the agencies in the existing 
conditions memo) will be used to create system and route ridership maps. The existing transit network will 
also be evaluated in terms of route design, system design, and facilities/amenities:

<table>
<thead>
<tr>
<th>Route Design</th>
<th>System Design</th>
<th>Facilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Directness and deviations</td>
<td>Service coverage</td>
<td>Intermodal facility operations</td>
</tr>
<tr>
<td>Length and running time</td>
<td>Route spacing and duplication</td>
<td>Bus stop spacing and placement</td>
</tr>
<tr>
<td>Land use and trip generators</td>
<td>System connectivity</td>
<td>Bus stop accessibility and amenities</td>
</tr>
<tr>
<td>Terminal point(s) and layover(s)</td>
<td>Regional connectivity</td>
<td></td>
</tr>
</tbody>
</table>
Abbreviated route profiles will be developed for each route. The route profiles will consist of the following:

- A description of the route’s alignment and service patterns
- Span of service and headways
- Ridership, revenue hours, and productivity
- Route length, stop spacing and average speed
- On-time performance (if available in existing data)
- Ridership maps depicting boarding and alighting information
- An overall assessment of opportunities to improve integration with other nearby routes

Nelson\Nygaard will identify any connectivity gaps that exist, including access to SMART and or Golden Gate Transit, employment, grocery stores, health care, and schools/education. Maps and comparative tables will be developed to depict and compare a variety of topics, such as access to grocery stores, medical facilities and higher education institutions from areas of high transit need. Travel time comparison (transit vs. automobile) to major destinations from various points in the service area. We will also identify potential opportunities to reduce service duplication and improve overall efficiency. These graphics will be used during outreach in Task 4.

We will document existing service design guidelines and describe practices that attract the most riders, balance competing demands, and provide greater opportunities for integration between agencies. Recommended guidelines will focus on route design, scheduling, stop amenities, and rider information. Performance metrics and standards will be identified by agency. These metrics will provide baseline data for future services. Performance standards will include the methodology by which existing, new, and modified transit services are evaluated and modified. The identified performance measures will rely on readily available operating data and support a straightforward performance monitoring program. This will include any action plans for both underperforming and successful services. Over the course of this project, performance criteria will be established based on peer statistics and transit industry standards and may vary based on service type or function.
2.7 Paratransit, Demand Response Systems Review

The consulting team will undertake a complete review of current paratransit operating procedures and policies to evaluate the impact of differing approaches on overall operational efficiency. The assessment will be document policies (such as eligibility, fares, and scheduling requirements) procedures, fleet (also listed in Task 2.4 Physical Asset Review), current operating costs as well as efficiency and performance measures. Clearly understanding the overlapping obligations and operations of Golden Gate Transit also have a bearing on opportunities in Sonoma County and the degree to which Golden Gate may also need to become a primary partner in this study.

This will be done from two perspectives: the riding public and each individual agency. We will examine how riders are impacted by differing operator procedures relative to travel efficiency impact on trip length, etc., and how current operating practices and procedures contribute to or detract from system-wide efficiency. The team will also carefully analyze paratransit operations details to identify efficiencies. The other major consideration in this study is consideration of standardization, potentially consolidation, of processes related to paratransit among the four transit agencies with paratransit obligations.

2.8 Customer Service and Marketing Review

Branding, marketing and customer service are at the heart of what users think of when they think of transit agencies. Identifying opportunities to integrate any of the more public facing aspects of customer service and marketing pieces of an organization will require face-to-face discussions among the providers. But before that, our team will document aspects about each agency that could be potential sources of future integration, such as regional transit maps, transit schedules and brochures, a call-center and website with regional trip planning functions, marketing campaigns, shared bus stops and program passes.

2.9 Governance and Coordination Review

Efficiencies in the governance structure of transit in Sonoma County will be carefully evaluated through the study process. A number of recent transit governance restructures have demonstrated the value of considering the efficiency of alternative structures. The consulting team will evaluate several potentially viable approaches. Important in this evaluation is the relation of the customer to the decision making level of the organization. It is necessary to evaluate the actual and perceived availability and accountability of decision makers to the riding public. There are very different circumstances for the role of the governing board in relating to the riding public. The team will review alternative structures and present the implications of alternative approaches for the effectiveness of the governance structure. In this regard, it will be important for the consulting team to obtain a sense of the political perspectives of key decision makers in evaluating alternative approaches. Interviews with key officials and comparisons to other recent agency structure evaluations will provide guidance on this critical area.

Beyond potential changes to governance structure is the concept of coordination, this can take many forms and may only apply in certain functional areas, such as procurement or fare collection. The team will examine current structures and opportunities for coordination between transit agencies, as well as with other jurisdictional divisions and stakeholders. An example is fuel procurement for all public agencies in Sonoma County.

2.10 Customer Experience Review

Customers have an opportunity to directly benefit from integration that relates to service delivery, fares, and information. We will review and summarize previous survey efforts that illustrate perceptions about the agencies and user trends. We do not recommend new data collection at this stage, but we will highlight
opportunities for modified or new themes or survey questions that could help gauge customer experience trends.

Next we will summarize, graphically, when possible, information gathered in subtasks 2.4 Technology System Review, 2.6 Fixed-Route Service Review, 2.7 Paratransit, Demand Response Systems Review, and 2.8 Customer Service and Marketing Review to discuss how the current level of seamless travel (through availability of information, fares, routes, transfers, and facilities and amenities), and the availability of transportation (through service area, service hours, span of service, and duplicated service provides gaps or opportunities.

Deliverables:

- Technical Memo #1 - Review of Existing Conditions and Opportunities
- This memo will be delivered in draft sections represented by each of the listed subtasks and based on timing established in the PMP. Following client review, the sections will be bound into a single document and presented as a draft final for another round of review.

Task 3 Evaluation of Opportunities and Approaches

We are proposing to add an additional dimension to this scope item. As written in the RFP, we believe this item needs to also focus on a variety of potential outcomes and emerging trends that are beyond the direct control of the transit agencies. We propose to establish three future “scenarios” to evaluate the matrix of potential opportunities for integration and improved efficiency. One the scenarios would represent a status quo of external influences, another might include an alternative view of the service area in terms of population and employment arising from plans for fire recovery, a third might be the emergence of alternate modes, such as app-based ride sharing, and/or car sharing, perhaps autonomous vehicles. The point of this effort is to examine each potential strategy to see how it might be influenced by differing future conditions to assess the degree to which outside influences will affect the agencies and the effect of the efficiency strategy.

To begin this effort we will prepare a matrix of potential opportunities for integration and improved efficiency with estimated level of fiscal and operational impacts, and recommendation for near-term, mid-term, or long-term implementation for the status quo scenario. We will work with the Steering Committee to develop one or two preferred approach(es) for future transit service based on a combination of opportunities identified in the matrix. The Consultant will develop a detailed review of the preferred approach(es). The opportunities and approaches will include considerations of various levels of integration within the following range of categories:

- Increased communication and coordination of existing providers;
- Increased collaboration of existing service providers; and
- Integration of select services (i.e., paratransit, customer service, marketing, etc.) or all elements of transit operations to a single county-wide service provider.

Each approach, or option, will be evaluated in terms of the following key areas of study and will fully assess the strengths, weaknesses, opportunities, and threats of each option. The assessment of each option should also include an analysis of financial implications, sharing and/or use of existing and future physical assets, technologies, staff, and service performance and integration.
3.1 **Financial Comparison**

We will evaluate the operational financial condition of each option presented in the matrix and each matrix item in each of the three future scenarios. For each item that has a financial component that is measureable we will:

- Develop conceptual budgets for each option using all pertinent transit cost factors;
- Determine how each option would affect all permanent and one-time revenue sources used for both capital and operating expenses anticipated for each option; specifically, the use of federal and state transit dedicated fund sources will be fully assessed;
- Project five-year fiscal impacts and benefits for each option based on current levels of service (if service changes are anticipated, incorporate those in projections);
- Summarize implementation issues associated with the integration and/or transfer of each operational service contract or implementation of new contracts for each option, as needed. Summary should include potential labor/union issues;
- Highlight foreseeable potential challenges, including legal feasibility, insurance coverage, etc., of each option;
- Summarize financial implications and forecasts for each option based on current and proposed levels of service; and
- Compare each option to the status quo and then compare the options based on the scenarios of differing external factors.

3.2 **Physical Asset Comparison**

Building off of the information gathered in Task 2.3, and the interviews in Task 4.1 we will outline identified gaps or opportunities for meeting physical asset needs. We will list potential tactics for integrating physical assets in a matrix that fall along the continuum of integration: communication, coordination, collaboration, and consolidation. Examples include joint bus or equipment purchases, shared passenger or maintenance facilities, and regional transit fleet. Next we will detail the capital needs or changes that would need to take place to achieve each option.

3.3 **Technology Comparison**

Building off of the analysis from Task 2.4 and the interviews in Task 4.1 we will build a matrix that outlines potential methods for integrating technology systems. These methods will include projects that fall along the continuum of integration: communication, coordination, collaboration, and consolidation. Examples include integrated passenger information systems, coordinated scheduling, shared software purchases and licensing, shared IT staff, and common technologies shared by providers.

3.4 **Labor Force Comparison**

The Consultant will develop and assess the required organizational personnel needs and staffing levels of each option. This will entail the following tasks:

- Forecast staffing levels of each option by cost, FTE, fund source and function;
- Identify the functional responsibilities of each staff person;
- Develop proposed organization structures, job descriptions and financial summary of each of the proposed options;
Consider potential drawbacks of proposed organization structures, including interaction between administrative staff, operations management and staff, and other city/county departments; and

Evaluate the costs and coverage of each of the options to the status quo. Where feasible, use comparably structured transit agencies as benchmarks.

The consulting team has considerable experience in evaluating transit staffing structures. This has been a key part of system analysis. The team will define all administrative positions in all participating agencies and assess the comparability of positions among all participants. In the process, the team will review all personnel structures, position descriptions, agency performance, and the cost of each position. Alternative structures will be defined and then analyzed relative to criteria for job performance and the resulting financial implications. In all of this analysis and that related to the review of labor implications the focus will be on the practicality of alternative approaches. The team will consider the potential difficulties of alternative implementations. This could include mixing different labor organizations, different approaches to administration, and important to all of this, the role of contract management in the efficient deployment of service and the fulfillment of administrative duties.

Members of the consulting team have had personal experience with transit service integration and in the management of selected approaches. This experience goes beyond a general understanding of "what could happen" with different approaches to the full realization and experience with system integration management. Specifically, Phil McGuire has guided the review and formation of three successful transit agency formation projects and advised on others. This experience will provide local decision makers with insights that will greatly contribute to an understanding of the implications of various courses of action.

### 3.5 Fixed-Route Service Comparison

Transit can be provided in many ways, but for it to be most effective, appropriate balances must be met between service coverage and intensity. To determine the best way to both improve individual routes and overall system connectivity, we propose to develop and vet different service alternatives that will represent different approaches with each including changes, such as:

- **Improved service coordination and timed transfers** to facilitate transfers by reducing passenger wait times. In the case of less frequent service, convenient connections are particularly important.
- **Route re-alignments** to provide more effective, efficient, and attractive service.
- **Changes to service frequencies** to match service levels with demand, and facilitate connections.
- **Revised spans of service** to maximize access to jobs and education in a cost-effective manner.
- **Potential service to new areas** identified as transit-supportive in the market analysis.

We will package cost-neutral service alternatives in formats that are easy to understand using maps and written descriptions, but at the same time describe the critical elements of each alternative, including specific benefits and potential negative impacts.

Finally, it should be noted that the alternatives will be developed to represent different combinations of approaches, rather than entire packages that would need to be selected as a whole. Instead, the purpose would be to determine which individual projects or combinations of projects in each scenario would generate the highest levels of support, and then to subsequently combine the best elements of each scenario into the final recommendations.

Once service scenarios have been developed, we will evaluate the individual components on ridership, as attracting more riders will be a major focus of our effort.
Following public outreach of the initial alternatives, we will refine service alternatives in close collaboration with SCTA staff. Our experience from other projects shows that when client staff members work closely with the consulting team, there are much better opportunities to address operating and other issues, and the resulting recommendations are much stronger. This process also helps to develop buy-in from the staff that will ultimately be responsible for implementing the recommendations.

Recognizing each agency has a Short Range Transit Plan, we will use those as the basis to develop a 5 to 10-year service plan that summarizes each operating element of the preferred alternative that is based on improving overall service and efficiency, including the following:

- Route alignment
- Route length
- Service span
- Service headway
- Annual operating costs
- Vehicle requirements
- Projected ridership
- A statement describing the reasons for any modifications to existing services or describing the needs being met by the implementation of a new service

Service expansion recommendations will be prioritized based on ridership, community feedback, observations, and discussions with SCTA staff. After concurrence by staff on the preferred alternative, an implementation plan will be developed. The implementation plan will include a prioritized list of recommended actions, a checklist of support activities and outreach recommendations to assure the continued involvement in future service expansion and modification efforts.

3.6 **Paratransit Service Comparison**

Potential integration of paratransit services will be a key element of this project. A full side-by-side comparison of service policies of the participating agencies from Task 2.7 will lead to identifying opportunities for service integration. Further, at the operating level, a review of existing approaches to the use of scheduling and other technology will offer insights as to the potential for service and efficiency improvement. Because the consulting team has personal experience in ADA paratransit operations, they will be in a position to guide the technical participants in a dialogue regarding integration options. Further, the team has a great deal of experience at the policy level (agency governing level) regarding paratransit service deployment options and the role of new technology options including technology networking companies (TNC’s) in the delivery of paratransit service. Perhaps more importantly, the team has unparalleled experience in the role of human service agencies in paratransit service delivery. Team members have done a great deal of service planning and implementation in service delivery involving human service agencies and in creative use of such agencies a Consolidated Transportation Service Agencies (CTSA) in meeting ADA paratransit service requirements.

3.7 **Customer Service and Marketing Comparison**

Building on Task 3.8 and the workshops in Task 4.2 we will identify improvements that can be made through integration. Each option will be compared to the status quo. Examples include: joint marketing and single points of contact for rider information: websites, apps, and call centers; regionally distributed surveys; and rebranding. Our team will identify where cost savings may be realized, where costs may be shared, how buying power can be leveraged, and as with ____

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3.8 Governance and Coordination Comparison

The Consultant will develop options to govern and/or coordinate the transit operations outlined in each option. This would include:

- Summarize alternative governance structures (as outlined in state legislation) and/or coordination structure that are the most appropriate for each option;
- Specifically propose and define possible governance structures and/or coordination structures for each of the potential options; and
- Compare each option to the status quo.

There are many options and opportunities to consider differing structures of governance for transit agencies. Each of these can meet a range of objectives depending on the circumstances. For example, formation of a Coordinated Transportation Services Agency (CTSA) may allow greater efficiency in provision of paratransit and not entail a consolidation of agency governance. The important part of considering coordination versus consolidation is to understand the complication and the benefits of each as they may apply to the situation. As acknowledged in the project understanding, there are often factors beyond efficiency to consider when contemplating re-arranging the policy and governance structure of an agency. We will work with the Steering Committee, incorporating information from Task 2 and from the outreach in Task 4 to determine what could best fit for Sonoma County.

3.9 Customer Experience Comparison

Building on Task 2.10, and feedback from Task 4 focus groups and interviews our team will develop a matrix of integration projects that could serve to improve the customer experience on transit. These methods will include projects that fall along the continuum of integration: communication, coordination, collaboration, and consolidation. Examples include coordinated service or schedules, information or tools (overlapping from Task 3.7), simplified fare structures, improved passenger facilities, unified branding, and regionalization of paratransit service and fixed routes.

3.10 Summary Report of Comparisons

Our team will develop a memorandum to describe the matrix of opportunities. It will be a culmination of the findings from the previous subtasks in Task 3. This summary will then be shared with the Steering Committee. The feedback and outcomes from that meeting will serve as the basis for the first round of public outreach. A Draft Evaluation Report for Preferred Approaches, a document that leads to the next stage of planning and outreach will follow.

Deliverables:


Task 4 Public Input and Meetings

Integration projects are intended to have long-term positive impacts on the region. To get there, it takes time, patience, and commitment. Moving from a feasibility study to implementation requires that people trust the objectives, goals, leadership, and the process. This task addresses how our team will gather qualitative feedback to complement the quantitative analysis required to determine the feasibility of different integration solutions. This task lays the foundation for future public input that will guide the process.
4.1 Stakeholder Workshop

We will host an initial workshop to gather input on the study. It will involve each partner transit agency and relevant regional planning bodies. We will introduce the project and lead a discussion about values, goals, and the vision. We will look for similarities and differences and stress the importance of open dialogue. We will lay out the types of integration that can be pursued, challenges of integration like focusing on leadership, incremental progress, building trust, the fear of the loss of local control, revenue and cost sharing, discrepancies in business practices or operations, and how to deal with disagreement about strategies and solutions. This workshop is intended to be the beginning of a long-term dialogue among partner agencies. We will focus on graphics and interaction as we think about the kinds of projects that might make the most sense, and the types of challenges they think they’ll face. We will use examples from peer agencies to show how others have overcome the barriers.

4.2 Interviews/Focus Groups

Our team will meet with key representatives from each agency to explain the purpose of this project and present summary findings from Task 2. It will include an informal interview to talk candidly about goals, objectives, ideal outcomes and other qualitative feedback. This may look different depending on the organizational structure of the agencies, but the information we seek to understand will be the same. It is our intent that these interactions also include key policy-making members of the governing boards of each agency.

4.3 Optional Task – Additional Outreach

As Task 3 reaches a conclusion we will confer with the Project Steering Committee regarding the potential for additional outreach with the general public. The strategies and tactics will be directly dependent on the content of the findings and draft recommendations. From that we will forward a recommendation on additional outreach and how we would propose to conduct that outreach. Depending on the recommendations it could be as simple as placing the draft recommendations on SCTA’s website with an invitation for people to comment, or a far more robust outreach effort that includes pop-up meetings, formal presentation, workshops, a website, and an on-line survey. This round of outreach is being proposed as optional. A plan will be devised and a cost associated with the plan will be established so that SCTA and the Steering Committee can make an informed decision on whether or not to proceed.

4.4 Presentation of Findings

Our team will present findings of the initial data gathering in Task 3 and the summary of outreach in this Task to the Steering Committee (see task 1.2) and up to two other committees, which will be defined in the Project Management Plan and discussed at the kickoff meeting. Additional presentations can be added for an additional cost.

Deliverables:

- Summary of results from outreach
- Task 2 Stakeholder Workshop
- Task 2 Interviews and Focus Groups (up to eight)
- Task 3 Summary of Findings
- Recommendations for additional outreach following Task 3
- Presentation of Findings
Task 5  Final Evaluation Report

A final Evaluation Report will be prepared and will incorporate public and decision-maker input, and describe the preferred option(s) regardless of the outcome. The Evaluation Report will rest heavily on two tasks, the Summary Report of Options, Outcomes and Scenarios and the reaction to that summary as a result of outreach with a variety of stakeholders. In some cases, what may seem to be the most logical and efficient options may not be the most optimal from the viewpoint of stakeholders. Also important is that the implementation of more complex options will require champions from among project participants. If there is no champion, implementation will be more difficult and may not ever happen. It is important, then that the final plan be reflective of the outlook and perspective of the stakeholders. In terms of timing this means the Final Evaluation report will follow project outreach efforts and the outreach efforts will need to be tailored specifically to assess those outlooks and opinions.

The Evaluation Report will include short, mid, and long-term strategies that can be used to achieve a more coordinated system for the users of the fixed-route bus transit and paratransit in Sonoma County. Specific elements of the report will include:

- A detailed explanation of the proposed organizational and service structure from the preferred option(s), if different from the existing structure;
- Informational materials about the preferred recommendation(s);
- A summary of next steps to achieve the preferred option(s).

Deliverables:

- Final Evaluation Report and Recommendations

Project Schedule

We are committed to completing the work within SCTA's 12-month timeline. We are also able to accelerate or decelerate the timeline to accommodate SCTA’s schedule. Our proposed project schedule, including milestones and deliverables, is detailed on the following page in Figure 1.

Project Budget

The total fee for this project is $149,620 including all tasks in the scope presented in this revised scope of work. Note that additional outreach following Task 3 is optional. Scope and budget for that task will be determined at a later date in the project and those costs are not included in the proposal. The budget in Figure 2 shows the breakdown of costs by task, and includes billing rates and level of involvement for each team member.
# Transit Integration and Efficiency Study
## Revised Scope and Budget
### Sonoma County Transportation Authority

**Figure 1  Project Schedule**

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**EXHIBIT B: BUDGET**

Transit Integration and Efficiency Study | Revised Scope and Budget

Sonoma County Transportation Authority

Nelson\Nygaard Consulting Associates, Inc. | 15

**Figure 2 Project Budget**

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EXHIBIT C 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.

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

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

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

2. General Liability Insurance
   a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   b. Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, SCTA 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 SCTA. Consultant is responsible for any deductible or self-insured retention and shall fund it upon SCTA’s written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the SCTA.
   d. Sonoma County Transportation Authority, its officers and employees; Metropolitan Transportation Commission, its officers and employees; City of Santa Rosa, its
officers and employees: County of Sonoma, its officers and employees; and City of Petaluma, 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.

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

4. **Professional Liability/Errors and Omissions Insurance**
   a. Minimum Limits: $1,000,000 per claim or per occurrence; $1,000,000 annual aggregate.
   b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by SCTA.
   c. If Consultant’s services include: (1) programming, customization, or maintenance of software; or (2) access to individuals’ private, personally identifiable information, the insurance shall cover:
      i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
      ii. Claims against Consultant arising from the negligence of Consultant, Consultant’s employees and Consultant’s subcontractors.
   d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
   e. 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.

f. **Required Evidence of Insurance**: Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. **Standards for Insurance Companies**

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

6. **Documentation**

   a. The Certificate of Insurance must include the following reference: [insert contract number or project name].

   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 SCTA for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.

   c. The names and addresses for Additional Insured endorsements and Certificates of Insurance are:

      i. Sonoma County Transportation Authority, 490 Mendocino Avenue, Suite 206, Santa Rosa, CA 95401,
      
      ii. Metropolitan Transportation Commission, Metropolitan Transportation Commission, 375 Beale Street, Suite 800, San Francisco, CA 94105,
      
      iii. City of Santa Rosa, Transit Operations Bldg., 45 Stony Point Road, Santa Rosa, CA 95401,
      
      iv. County of Sonoma, Transit, 355 West Robles Avenue, Santa Rosa, CA 95407,
      

   d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

   e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

   f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. **Policy Obligations**

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

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. SCTA, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, SCTA may purchase the required insurance, 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.
County of Sonoma
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).

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<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
<table>
<thead>
<tr>
<th>Standard</th>
<th>Source(s)</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Does each non-text element on the page 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 the non-text element?</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 non-text elements have meaningful text equivalents while others do not.</td>
<td>WCAG 2.0</td>
<td></td>
</tr>
<tr>
<td>c. No, none of the non-text elements have text equivalents.</td>
<td>Guideline 1.1</td>
<td></td>
</tr>
<tr>
<td>d. N/A. There are no non-text elements on the page.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Fully Compliant Response(s): a, d

| 3. For any multimedia content, is text captioning provided for all audible output and audible output provided for all important visual information? | Section 508                   |          |
| a. Yes.                                                                 | § 1194.22 (b)                 |          |
| b. Yes and no. Text captioning is not provided for audible output, but audio descriptions are provided for all important visual information. | WCAG 2.0                      |          |
| c. Yes and no. Audio descriptions are not provided for all important visual information, but text captioning is provided for audible output. | Guideline 1.1                 |          |
| d. No, neither is provided.                                              | Guideline 1.2                 |          |
| e. N/A. There is no multimedia content on the page.                      |                               |          |

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>4. Are all audio descriptions and text captions synchronized with their associated dynamic content?</strong></td>
<td><strong>Section 508</strong>&lt;br&gt;• § 1194.22 (b)</td>
<td><strong>Fully Compliant Response(s): a, e</strong></td>
</tr>
<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>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>
<tr>
<td>Standard</td>
<td>Source(s)</td>
<td>Response</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>--------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>5. If any audio plays automatically for more than 3 seconds, is there a</td>
<td><strong>WCAG 2.0</strong></td>
<td></td>
</tr>
<tr>
<td>mechanism available to pause or stop the audio, or to control volume</td>
<td>● Guideline 1.4</td>
<td></td>
</tr>
<tr>
<td>independently from the overall system volume?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Yes, there is audio that automatically plays for more than 3 seconds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>and there is a mechanism available to control the volume of the audio</td>
<td></td>
<td></td>
</tr>
<tr>
<td>without affecting the overall system volume.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Yes, there is audio that automatically plays for more than 3 seconds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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</td>
<td></td>
<td></td>
</tr>
<tr>
<td>but there is no mechanism to stop, pause or alter the volume without</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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</td>
<td></td>
<td></td>
</tr>
<tr>
<td>than 3 seconds.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

6. **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?**

   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.
   
   b. Yes, sufficient contrast has been applied to assist those that have difficulty differentiating or identifying individual colors.
   
   c. Yes, any use of color as to imply meaning or information is easily understood without color.
   
   d. No, the page does not use color appropriately.

Fully Compliant Response(s): a

<table>
<thead>
<tr>
<th>Source(s)</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 508</td>
<td>§ 1194.22 (c)</td>
</tr>
<tr>
<td>WCAG 2.0</td>
<td>Guideline 1.4</td>
</tr>
</tbody>
</table>

7. **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.)?**

   a. Yes.
   
   b. No.
   
   c. N/A. The page does not use cascading style sheets (CSS).

Fully Compliant Response(s): a,c

<table>
<thead>
<tr>
<th>Source(s)</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 508</td>
<td>§ 1194.22 (d)</td>
</tr>
<tr>
<td>WCAG 2.0</td>
<td>Guideline 1.3</td>
</tr>
</tbody>
</table>

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\(^1\) 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.
### Website Accessibility Questionnaire, County of Sonoma

<table>
<thead>
<tr>
<th>Standard</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>
<td></td>
<td></td>
</tr>
<tr>
<td>Fully Compliant Response(s): a,c</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**9. If any page includes server-side image maps, are duplicate text links provided for all links within the server-side image maps?**

<p>| a. Yes, each link in the server-side image maps is duplicated by a separate text link. | Section 508                         |                           |
| b. Yes and no. Some of the links from the server-side image maps are duplicated in separate text links while others are not. | • § 1194.22 (e)                        |                           |
| c. No, redundant text links are not provided for any link from the server-side image maps. |                                  |                           |
| d. N/A. The page does not include any server-side image maps.                  |                                  |                           |
| Fully Compliant Response(s): a,d                                              |                                  |                           |</p>
<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>&lt;br&gt;a. Yes.&lt;br&gt;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.&lt;br&gt;c. No. None of the non-text elements associated with the image map(s) have text equivalents or meaningful text descriptions.&lt;br&gt;d. N/A. The page does not include any client-side image maps.</td>
<td>Section 508&lt;br&gt;• § 1194.22 (a)</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>&lt;br&gt;a. Yes, all simple data tables have row/column headers identified and all non-data tables do not identify row/column headers.&lt;br&gt;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.&lt;br&gt;c. N/A. The page does not include simple tables.</td>
<td>Section 508&lt;br&gt;• § 1194.22 (g)</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>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?</td>
<td><img src="#" alt="Table" /></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></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>Fully Compliant Response(s): a,c</td>
<td>Section 508</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• § 1194.22 (h)</td>
<td></td>
</tr>
<tr>
<td>13. If the page uses frames, does each frame have a title that meaningfully describes it?</td>
<td><img src="#" alt="Table" /></td>
<td></td>
</tr>
<tr>
<td>a. Yes.</td>
<td>Section 508</td>
<td></td>
</tr>
<tr>
<td>b. No.</td>
<td>• § 1194.22 (i)</td>
<td></td>
</tr>
<tr>
<td>c. N/A. The page does not use frames.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fully Compliant Response(s): a,c</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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?</td>
<td><img src="#" alt="Table" /></td>
<td></td>
</tr>
<tr>
<td>a. Yes.</td>
<td>WCAG 2.0</td>
<td></td>
</tr>
<tr>
<td>b. No.</td>
<td>• Guideline 2.3</td>
<td></td>
</tr>
<tr>
<td>Fully Compliant Response(s): b</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?**

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.

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

**Source(s)**

Section 508  
- § 1194.22 (a)

**WCAG 2.0**  
- Guideline 1.1
- Guideline 1.2

---

**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?**

a. Yes, while the page uses applets, it contains the same information and functionality in an accessible format.

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

**Source(s)**

Section 508  
- § 1194.22 (a)

**WCAG 2.0**  
- Guideline 1.1
- Guideline 1.2
<table>
<thead>
<tr>
<th>Standard</th>
<th>Source(s)</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>17. Is every web page capable of full functionality via only the keyboard?</strong></td>
<td><strong>WCAG 2.0</strong></td>
<td></td>
</tr>
<tr>
<td>a. Yes, all functionality of the content is operable through a keyboard interface and if focus can be shifted to a component via the keyboard, then keyboard interface can also be used to shift focus away from that component.</td>
<td>• Guideline 2.1</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
### Standard

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 programatically determined; states, properties, and values that can be set by the user can be programatically 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 programatically determined; states, properties, and values that can be set by the user can be programatically 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.

### Source(s) and Response

- **WCAG 2.0**
  - Guideline 4.1

**Fully Compliant Response(s):** a
<table>
<thead>
<tr>
<th>Standard</th>
<th>Source(s)</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>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?</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

<table>
<thead>
<tr>
<th>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?</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>c. N/A. The page does not include any links to .pdf files.</td>
</tr>
</tbody>
</table>

**Fully Compliant Response(s): a,c**

<table>
<thead>
<tr>
<th>Source(s)</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Section 508</strong></td>
<td></td>
</tr>
<tr>
<td>• § 1194.22 (a)</td>
<td></td>
</tr>
<tr>
<td>• § 1194.22 (c)</td>
<td></td>
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<tr>
<td>• § 1194.22 (g)</td>
<td></td>
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<tr>
<td>• § 1194.22 (h)</td>
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<tr>
<td>• § 1194.22 (n)</td>
<td></td>
</tr>
<tr>
<td><strong>WCAG 2.0</strong></td>
<td></td>
</tr>
<tr>
<td>• Guideline 1.1</td>
<td></td>
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<tr>
<td>• Guideline 1.2</td>
<td></td>
</tr>
<tr>
<td>Standard</td>
<td>Source(s)</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td><strong>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?</strong></td>
<td><strong>Section 508</strong>&lt;br&gt;• § 1194.22 (n)</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></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>
</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>
</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>
</tr>
<tr>
<td>e. N/A. The page does not contain any forms designed to be completed online.</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>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?</strong></td>
<td>Section 508 • § 1194.22 (a) • WCAG 2.0 • Guideline 1.1</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fully Compliant Response(s): a,c</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>23. Are labels and instructions provided for all forms? If data validation occurs, are the errors identified and described in text?</strong></td>
<td>WCAG 2.0 • Guideline 3.3</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 contain any forms designed to be completed online.</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>
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<td>----------</td>
</tr>
<tr>
<td><strong>24. If any page includes navigational links to other web pages within the same website, is there a link allowing users of screen readers to skip over those links?</strong>&lt;br&gt;a. Yes.&lt;br&gt;b. No.&lt;br&gt;c. N/A. The page does not contain any navigational links to other web pages within the same website.</td>
<td>Section 508&lt;br&gt;• § 1194.22 (o)</td>
<td>Fully Compliant Response(s): a,c</td>
</tr>
<tr>
<td><strong>25. Is the navigation designed to assist users in finding content and determine where they are (e.g. breadcrumbs)?</strong>&lt;br&gt;a. Yes.&lt;br&gt;b. No.</td>
<td>WCAG 2.0&lt;br&gt;• 2.4</td>
<td>Fully Compliant Response(s): a</td>
</tr>
</tbody>
</table>
### Standard

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?

<table>
<thead>
<tr>
<th>Response</th>
<th>Source(s)</th>
</tr>
</thead>
</table>
| a. Yes. | Section 508  
- § 1194.22 (p)  

WCAG 2.0  
- Guideline 1.2  
- Guideline 2.2 |
| 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><strong>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?</strong></td>
<td><strong>Section 508</strong>&lt;br&gt;• § 1194.22 (a)</td>
<td>a. Yes.</td>
</tr>
<tr>
<td></td>
<td><strong>WCAG 2.0</strong>&lt;br&gt;• Guideline 1.1</td>
<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>
</tr>
<tr>
<td></td>
<td></td>
<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>
</tr>
<tr>
<td></td>
<td></td>
<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>
</tr>
<tr>
<td></td>
<td></td>
<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>
</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)

Updated: September 19, 2011
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)
Staff Report

To: Sonoma County Transportation Authority
From: Dana Turrey, Transportation Planner
Item: SMART Access Bike Share Pilot Program, MTC Funding Agreement and SCTA/TAM Cooperative Agreement
Date: July 9, 2018

Issue:
Shall SCTA approve the funding agreement between Metropolitan Transportation Commission (MTC) and SCTA for the Bike Share Capital Program? Shall SCTA approve the Cooperative Agreement between SCTA and the Transportation Authority of Marin for the Bike Share Program?

Background:
Grant Award

On November 15, 2017, the Metropolitan Transportation Commission (MTC) approved award of the Bike Share Capital Program Grant to the SCTA and the Transportation Authority of Marin’s (TAM) proposal for a bike share system focused around SMART Phase 1 Stations in Sonoma and Marin counties. MTC awarded SCTA and TAM a total of $826,000 for the proposed SMART Access Bike Share program based on the capital costs estimated in the proposal plus 18% for outreach.

Funding from MTC was reduced from original requests for all recipients in order to fund three projects. MTC will be using 3% of the total funding to administer the grant and provide technical assistance. Approximately half of the grant funds would go to the Sonoma County portion of the program and half would go to the Marin County portion of the program. Funds will become available after July 1, 2018 and will be administered by SCTA.

Grant requirements include commitment to the following safety, equity, and inter-operability policies:

- A service area that includes at least 20% within ¼ mile of a Community of Concern (COC), Community Air Risk Evaluation (CARE) Program Area, or in communities with a developed community based transportation plan for low income or disadvantaged communities;

- Use of Clipper as a membership identifier;

- Bicycle safety standards which meet or exceed International Organization for Standardization (ISO) 4210: Safety Requirements for City and Trekking Bicycles;

- Quarterly trip and membership data sharing with MTC; and

- Annual Program data and analysis related to mode shift, safety, public health and equity.

Note that these requirements apply to the system as a whole, rather than individual agencies or jurisdictions.
Proposed Program
The SCTA/TAM application proposed a network of GPS enabled “smart bikes” located in both Marin and Sonoma Counties at SMART stations and key nearby destinations. Program goals include supporting train riders in getting to and from SMART stations, support vehicle miles traveled and greenhouse gas reduction goals, support economic development, provide a low-cost alternative transportation option, support reduced automobile dependency and healthy lifestyles, and provide the benefits of bicycle transportation without the barriers of maintenance, storage, or transporting a bicycle on transit.

Funding Framework
The grant proposal cost estimate of $1,170,000 was based on a 200-bike system using 2016 capital cost estimates from Social Bicycles plus outreach, start-up, planning design and engineering, and project management. The SMART Access Bike Share program was awarded $826,000. The vendor and operating model will ultimately determine the number of bicycles and the service area that can be funded through this grant. If operating subsidies are needed, SCTA may seek additional funds from grant programs such as the competitive portion of the Transportation Fund for Clean Air County Program Manager fund, in addition to private sponsorship. SCTA and TAM must provide a local match of 11.47% or $94,700, which may be in-kind staff time divided between the two agencies.

Program Implementation
Due to the rapid evolution in bike share models and technology, SCTA and TAM propose beginning the procurement process with solicitation of vendor information through a joint Request for Information (RFI). SCTA and TAM will then convene a two-county policy steering committee to review the responses to the RFI and determine preferred elements to include in a Request for Proposals (RFP) that reflects the latest technologies, models, and costs basis for bike share vendors confirmed through the RFI process. Vendor procurement would be advised by the policy steering committee.

SCTA and TAM will develop a Public Outreach and Marketing Plan, per commitment outlined in the MTC Funding Agreement. Public outreach and station and/or service area planning will be conducted after vendor procurement. Program planning and implementation will be conducted in collaboration with a local agency and transit district technical advisory committee.

SCTA and TAM seek commitment of operations for a minimum of a one-year period, with program evaluation at the six-month and one-year milestones. SCTA and TAM will develop a framework for ongoing evaluation and program expansion.

Policy Impacts:
None.

Fiscal Impacts:
The MTC Bike Share Funding Agreement provides $826,000 to SCTA and TAM for implementation of a bike share pilot program. The Cooperative Agreement with TAM establishes a shared funding and project management arrangement of the grant award from MTC, where up to $413,000 of the funds in the MTC Bike Share Funding Agreement may be used by TAM, or on behalf of TAM, to benefit the Marin County portion of the bike share program. SCTA and TAM must provide a local match of 11.47% or $94,700, which may be in-kind staff time divided between the two agencies.
**Staff Recommendation:**

Staff recommends that the SCTA Board of Directors authorize the attached MTC Funding Agreement and the attached SCTA/TAM Cooperative Agreement for the SMART Access Bike Share Pilot Program.

**Attachments:**

1. Proposed Supplement 3 to Master Funding Agreement (MTC/SCTA)
2. Proposed Cooperative Agreement Between SCTA and TAM
SUPPLEMENT 3 TO MASTER FUNDING AGREEMENT

This Supplement No. 3 to Master Funding Agreement (“Supplement” or “Agreement”) is entered into this 14th day of July, 2018, by and between the Metropolitan Transportation Commission (hereafter “MTC”) and the Sonoma County Transportation Authority (hereafter “AGENCY”), dated July 1, 2017.

Pursuant to this Supplement, MTC agrees to provide an amount not to exceed eight hundred, twenty-six thousand dollars ($826,000) in MTC Exchange Program Funds to AGENCY to fund a Bike Share Capital Program (as more fully described in Annex I hereto, the “Supplement Project”). The estimated budget and payment provisions for the Supplement Project scope of work is attached as Annex II hereto.

MTC will reimburse AGENCY for its actual eligible costs incurred for completed Supplement Project milestones, deliverables, or provisions described in Annex II hereto.

The Supplement Project work will commence July 1, 2018, and be completed no later than June 30, 2023.

The clauses selected below and attached as exhibits to the Master Funding Agreement shall apply to AGENCY’s performance of the applicable Supplement Project scope of work hereunder:

- Exhibit B-1, Additional Terms and Conditions (General), Paragraph A
- Exhibit B-1, Additional Terms and Conditions (General), Paragraph B
- Exhibit B-2, Additional Terms and Conditions (Federally Required Clauses)
- Exhibit B-3, Additional Terms and Conditions (State Required Clauses)
- Exhibit B-4, Additional Terms and Conditions (Prevailing Wage Rates, Apprenticeships, and Payroll Records, Non-Federally-Funded Agreements)
- Exhibit B-5, Additional Terms and Conditions (Prevailing Wage Rates, Apprenticeships, and Payroll Records, Federally-Funded Agreements)
- Exhibit B-6, Additional Terms and Conditions (Regional Toll Funds including RM1, RM2, and AB1171)
- Exhibit B-7, Additional Terms and Conditions (Regional Discretionary Federal Funds including STP and CMAQ)

The MTC Commission approved this project on November 8, 2017. The MTC Programming and Allocations Committee approved the funding agreement on February 14, 2018. The funding arrangements are further described under MTC Resolution Nos, 3925, revised, 3989, revised, 4035, Revised, and 4202, Revised.

To the extent requested by the MTC Project Manager, AGENCY shall submit communications and required documentation, including but not limited to invoices, requests for contract modifications, and information on payments received and made to subconsultants, subconsultant utilization, and if applicable, certified payrolls, to the MTC Project Manager or his or her designee via one or more web-based systems designated by MTC to which MTC will provide AGENCY with system access. MTC may withhold payment of invoices pending receipt of such communications and required documentation via the applicable web-based system.
Except for invoices submitted by AGENCY, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered, mailed, emailed, or faxed to such party at their respective addresses as follows:

To MTC:  
Attention: Kara Oberg  
Metropolitan Transportation Commission  
375 Beale Street, Suite 800  
San Francisco, CA  94105  
Email: koberg@bayareametro.gov

To AGENCY:  
Attention: Dana Turrey  
Sonoma County Transportation Authority  
490 Mendocino Avenue #206  
Santa Rosa, CA 95401  
Email: dana.turrey@scta.ca.gov

This Supplement is supplemental to the Master Funding Agreement; all terms and conditions of the Master Funding Agreement, as may be amended, remain unchanged hereby.

Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Master Funding Agreement.

**METROPOLITAN TRANSPORTATION COMMISSION**  
Steve Heminger, Executive Director

**SONOMA COUNTY TRANSPORTATION AUTHORITY**  
Suzanne Smith, Executive Director
ANNEX I: SCOPE OF WORK

MTC/SCTA BIKE SHARE CAPITAL PROGRAM AGREEMENT

DETAILED SCOPE FOR TASKS AND PRODUCTS

Project Title

Bike Share Capital Program

Project Manager(s)

<table>
<thead>
<tr>
<th>Name</th>
<th>Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dana Turrey</td>
<td>SCTA (AGENCY)</td>
</tr>
<tr>
<td>Kara Oberg</td>
<td>MTC</td>
</tr>
</tbody>
</table>

Overview & Description

The goal of the Bike Share Capital Program is to expand bicycle access and use through bike sharing and to facilitate multimodal transportation in connection with transit and other regional bike share operators. This funding is intended to help project sponsors with capital purchases and implementation costs, including outreach. Ongoing bike share operations are not eligible. Efforts will be made to ensure staff time and resources will be spent only on transportation equipment and outreach activities that meet local needs while being adaptable to any unforeseen circumstances.

Fiscal Management

Pursuant to this Supplement and subject to annual appropriations and/or obligation of funding, MTC agrees to provide an amount not to exceed eight hundred, twenty-six thousand dollars ($826,000) in MTC Exchange Program funds. The AGENCY shall not incur expenses of funds until after the effective date of the Notice to Proceed (NTP) by MTC. A NTP will be issued for each fiscal year, issuance of which is subject to MTC’s receipt of bridge toll funding.

Previous and Ongoing Work

Project shall be consistent with previous and ongoing work, including:

- Regional Transportation Plan, Countywide Transportation Plans, and Countywide Bicycle and Pedestrian Master Plans
- Corridor Management Plans, corridor studies and related planning activities
- Coordinated land use and travel forecasting

Key Tasks

Consistent with the region’s long-term goals and objectives as established in the Bike Share Capital Program, AGENCY shall conduct the following tasks.

Task 1: Program Development

RECIPIENT shall launch a bike sharing system in a service area which includes cities along the SMART Corridor in Sonoma and Marin County within 24-months of the Effective Date. To help
promote safety, equity and bike interoperability in the Bay Area, RECIPIENT’s bike share system must include the following:

1. A service area that includes at least 20% within a ¼ mile of a Community of Concern (COC), Community Air Risk Evaluation (CARE) Program Area, or in communities with a developed community-based transportation plan for low income or disadvantaged communities;
2. Use of Clipper as a membership identifier;
3. Bicycle safety standards which meet or exceed International Organization for Standardization (ISO) 4210: Safety Requirements for City and Trekking Bicycles;
4. Quarterly trip and membership data sharing with MTC; and
5. Annual Program data and analysis related to mode shift, safety, public health and equity.

RECIPIENT shall develop targets related to safety, equity, and mode share, such as reducing adverse health impacts associated with road safety and physical inactivity, decreasing the share of lower income resident’s household income consumed by transportation and increasing non-auto mode share, as similarly stated in the Plan Bay Area’s 2040 Target Assessment1. Once the targets are set, RECIPIENT shall create plans for:

1. Outreach – RECIPIENT shall produce and submit an outreach plan. RECIPIENT acknowledges that approximately 18% of the capital funding, or $126,000 shall be spent on tasks related to Outreach. Following submittal and MTC feedback, the system shall conduct outreach in accordance with such plan.
2. Marketing – RECIPIENT shall produce and submit a marketing plan. The marketing and outreach plans may be produced as one combined document and shall include at a minimum, demonstration events, social media outreach, programs, partnership and other efforts to educate residents about bike share. A portion of the marketing plan shall include marketing and outreach to low-income communities, disadvantaged communities, and communities for which English is not the native language.
3. Data - RECIPIENT shall collect, analyze and report annual Program data related to mode shift, safety, public health and equity to evaluate the Program’s effectiveness in meeting Program targets.
4. Funding - RECIPIENT shall provide a detailed funding plan and commit to ongoing operations costs, including staff time, for the duration of this Agreement.

**Deliverables:**
1.a Program targets for mode shift, safety, public health and safety
1.b Outreach Plan
1.c Marketing Plan
1.d Data Plan
1.e Funding Plan
1.f. Bi-monthly participation in meetings with MTC

**Task 2: Program Implementation:**

1

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1 Plan Bay Area 2040, Goals and Targets
https://www.planbayarea.org/2040-plan/plan-details/goals-and-targets
2.a Program Manager – RECIPIENT shall identify a full-time staff as Program Manager and primary MTC point of contact
2.b RFQ, RFP or RFI - RECIPIENT shall select a vendor that meets the contract terms listed in the Agreement, through a RFP/RFQ or Permit.
2.c Vendor Scoring Panel - RECIPIENT shall create a vendor scoring panel to help evaluate vendor options.
2.d Implementation of Outreach Plan – RECIPIENT shall conduct outreach for implementing a bikeshare system.

**Deliverables:**
2.b RFQ, RFP or RFI
2.c Vendor Scoring Panel
2.d Implementation of Outreach Plan

**Task 3. Capital Purchase/ Lease:**
3.a Capital Purchase – RECIPIENT shall be reimbursed for vendor costs, including engineering or preconstruction activities, permitting/agreements and technical analysis, up to 10-15% of the capital purchase total or $105,000, and the capital leases or purchases, which when totaled will not to exceed $700,000.

**Deliverables:**
3.a Receipt for Capital Purchase, or lease, and vendor costs.

**Task 4. Reporting and Evaluation**
4.a Quarterly User Reports - RECIPIENT shall submit quarterly user reports to MTC.
4.b Annual Program Goals/Targets Reporting and Analysis – RECIPIENT shall submit annual reporting on status of Program goals and targets.
4.c Draft Final Evaluation Report - RECIPIENT shall submit a draft Evaluation Report detailing the system usage, and the Outreach, Marketing and Data plans, status of reaching goals, as well as lessons learned.
4.d Final Evaluation Report – RECIPIENT shall submit a final Evaluation Report detailing the system usage, and the Outreach, Marketing and Data plans and, status of reaching goals, as well as lessons learned. The Report shall incorporate feedback from MTC. The Report shall be submitted within 24-months of the bike share system launch.

**Deliverables:**
4.a Quarterly User Reports
4.b Annual Program Goals/Targets Reporting and Analysis
4.c Draft Final Evaluation Report
4.d Final Evaluation Report
Schedule

<table>
<thead>
<tr>
<th>Products/ Deliverables/ Tasks</th>
<th>Delivery Date(s)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.a Program targets for mode shift, safety, public health and safety</td>
<td>June 30, 2019</td>
</tr>
<tr>
<td>1.b Outreach Plan</td>
<td>June 30, 2019</td>
</tr>
<tr>
<td>1.c Marketing Plan</td>
<td>June 30, 2019</td>
</tr>
<tr>
<td>1.d Data Plan</td>
<td>June 30, 2019</td>
</tr>
<tr>
<td>1.e Funding Plan</td>
<td>June 30, 2019</td>
</tr>
<tr>
<td>1.f Bi-monthly participation in meetings with MTC</td>
<td>Bi-monthly</td>
</tr>
<tr>
<td>2.b RFQ, RFP or RFI</td>
<td>December 31, 2018</td>
</tr>
<tr>
<td>2.c Vendor Scoring Panel</td>
<td>June 30, 2019</td>
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<tr>
<td>2.d Implementation of Outreach Plan</td>
<td>Ongoing</td>
</tr>
<tr>
<td>3.a Receipt for Capital Purchase, or lease, and vendor costs.</td>
<td>Ongoing</td>
</tr>
<tr>
<td>4.a Quarterly User Reports</td>
<td>Quarterly</td>
</tr>
<tr>
<td>4.b Annual Program Goals/Targets Reporting and Analysis</td>
<td>Annual</td>
</tr>
</tbody>
</table>

* Dates may be changed by mutual agreement of MTC and AGENCY

Reporting Requirements

AGENCY must provide summary of work accomplished with each invoice submitted, and how activities achieve the tasks outlined in this Annex. Additional invoicing requirements are listed in Annex II.

Additional Terms and Conditions

Annex II Cost Reimbursement
Annex IV Special Conditions Relating to Personally Identifiable Information
ANNEX II:
BUDGET AND PAYMENT PROVISIONS

COST REIMBURSEMENT

MTC shall reimburse AGENCY for all expenses deemed reasonable and necessary by MTC incurred in the performance of this Agreement in an amount not to exceed eight hundred and twenty-six thousand dollars ($826,000). Estimated costs are shown in the table below. Such reimbursement shall include travel and personal expenses incurred by employees or agents of AGENCY in accordance with 48 Code of Federal Regulations Part 31 or Office of Management and Budget Circular A-122, as applicable.

<table>
<thead>
<tr>
<th>Project Tasks</th>
<th>Estimated Reimbursement Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1: Program Development</td>
<td>$0</td>
</tr>
<tr>
<td>Task 2: Program Implementation of Outreach</td>
<td>$126,000</td>
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<tr>
<td>Task 3: Capital Purchase / Lease</td>
<td>$700,000</td>
</tr>
<tr>
<td>Task 4: Reporting and Evaluation</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total not to exceed:</strong></td>
<td><strong>$826,000</strong></td>
</tr>
</tbody>
</table>

AGENCY shall submit invoices for services rendered on a monthly basis covering fees and expenses for a single calendar month, identifying the work for which payment is requested; the hours worked; any authorized expenses, together with receipts for such expenses; the amount requested; and the cumulative amount billed and paid under this Agreement. If applicable, AGENCY’s final invoice must include the certification that all Personally Identifiable Information (PII) has been destroyed in accordance with Annex IV, Special Conditions Relating to Personally Identifiable Information.

All invoices shall be submitted electronically via email to MTC at acctpay@bayareametro.gov or in writing and delivered or mailed to MTC as follows:

Attention: MTC Accounting Section
Bay Area Metro Center
375 Beale Street, Suite 800
San Francisco, CA 94105

Payment shall be made by MTC within thirty (30) days of receipt of an acceptable invoice, approved by the Project Manager or a designated representative.
ANNEX III

INSURANCE PROVISIONS

A. Minimum Coverages. The insurance requirements specified in this section shall cover AGENCY’s own liability and the liability arising out of work or services performed under this Agreement by any subconsultants, subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that AGENCY authorizes to work under this Agreement (hereinafter referred to as “Agents.”) AGENCY or its Agents shall, at their own respective expense, obtain and maintain in effect at all times during the life of this Agreement the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement.

AGENCY is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverage with appropriate limits and endorsements to cover such risks. To the extent that an Agent does not procure and maintain such insurance coverage, AGENCY shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling AGENCY’s indemnity obligation as to itself or any of its Agents in the absence of coverage.

In the event AGENCY or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that AGENCY’s insurance be primary without right of contribution from MTC.

Prior to beginning work under this contract, AGENCY shall provide MTC with satisfactory evidence of compliance with the insurance requirements of this section.

1. Workers’ Compensation Insurance with Statutory limits, and Employer’s Liability insurance with a limit of not less than $1,000,000 per employee and $1,000,000 per accident, and any and all other coverage of AGENCY’s employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as AGENCY is a sole proprietor or a corporation with stock 100% owned by officers with no employees.

2. Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the premises and operations, and products and completed operations of AGENCY and AGENCY’s officers, agents, and employees and with limits of liability which shall not be less than $1,000,000 combined single limit per occurrence with a general aggregate liability of not less than $1,000,000, a products/completed operations aggregate liability limit of not less than $1,000,000 and
Personal & Advertising Injury liability with a limit of not less than $1,000,000. Such policy shall contain a Waiver of Subrogation in favor of MTC.

Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

MTC and those entities listed in Part 3 of this Attachment C (if any), and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds for ongoing and completed operations. Such insurance shall be primary and non-contributory, and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from AGENCY’s operations.

3. Business Automobile Insurance for all automobiles owned (if any), used or maintained by AGENCY and AGENCY’s officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than $1,000,000 combined single limit per accident.

4. Excess or Umbrella Insurance in the amount of $1,000,000 providing excess limits over Employer’s Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.

5. Errors and Omissions Professional Liability Insurance for errors and omissions and the resulting damages, including, but not limited to, economic loss to MTC and having minimum limits of $1,000,000 per claim.

The policy shall provide coverage for all work performed by AGENCY and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the AGENCY. No contract or agreement between AGENCY and any subcontractor/consultant shall relieve AGENCY of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by AGENCY and any subcontractor/consultant working on behalf of AGENCY on the project.

6. Property Insurance. Property Insurance covering AGENCY’S own business personal property and equipment to be used in performance of this Agreement AND materials or property to be purchased and/or installed on behalf of MTC (if any). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC.

MTC (and those entities listed in Part 2 of this Attachment C, if any), and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds.
7. **Employee Dishonesty/Crime Insurance.** An Employee Dishonesty insurance policy covering RECIPIENT’s employees for loss of or damage to money, securities or other property resulting from theft. The following limits of liability should apply: (a) Employee Dishonesty - $250,000; and (b) Client Property Blanket Bond - $250,000. RECIPIENT shall reimburse MTC for any and all losses within the deductible, for insured losses, the cost to prove the loss, accountants’ fees, defense costs including attorneys’ fees and any other fees associated with a claim. In lieu of a Client Property Blanket Bond, the policy shall contain a Joint Loss Payee endorsement or other Third Party coverage naming MTC.

   B. **Acceptable Insurers.** All policies will be issued by insurers acceptable to MTC, generally with a Best’s Rating of A- or better with a Financial Size Category of VIII or better.

   C. **Self-Insurance.** AGENCY’s obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to MTC.

   D. **Deductibles and Retentions.** AGENCY shall be responsible for payment of any deductible or retention on AGENCY’s policies without right of contribution from MTC. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

   In the event that MTC seeks coverage as an additional insured under any AGENCY insurance policy that contains a deductible or self-insured retention, AGENCY shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of AGENCY, subconsultant, subcontractor, or any of their employees, officers or directors, even if AGENCY or subconsultant is not a named defendant in the lawsuit.

   E. **Claims Made Coverage.** If any insurance specified above is written on a “Claims-Made” (rather than an “occurrence”) basis, then in addition to the coverage requirements above, AGENCY shall:

   1. Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of this Agreement or the beginning of any work under this Agreement;

   2. Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and

   3. If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, AGENCY shall purchase “extended reporting” coverage for a minimum of three (3) years after completion of the work.

   F. **Failure to Maintain Insurance.** All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of AGENCY’s personnel, subcontractors, and equipment have been removed from MTC’s property, and the work or services have
been formally accepted. AGENCY must notify MTC if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

G. Certificates of Insurance. Prior to commencement of any work hereunder, AGENCY shall deliver to Ebix, MTC’s authorized insurance consultant, insurance documentation (including Certificates of Liability Insurance, Evidences of Property Insurance, endorsements, etc.) verifying the aforementioned coverages. Such evidence of insurance shall make reference to all provisions and endorsements referred to above and shall be signed by the authorized representative of the Insurance Company shown on the insurance documentation. The Project name shall be clearly stated on the face of each Certificate of Liability Insurance and/or Evidence of Property Insurance.

AGENCY shall submit certificates of insurance to:

Ebix BPO
P.O. Box 100085-M8
Duluth, GA 30096-9302

or

Email to mtc@ebix.com

or

Fax to 1-888-617-2309

H. Disclaimer. The foregoing requirements as to the types and limits of insurance coverage to be maintained by AGENCY are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by AGENCY pursuant hereto, including, but not limited to, liability assumed pursuant to Section 9 of this Agreement.

PART 2

The following entities are to be named as Additional Insureds under applicable sections of this Attachment C and as MTC Indemnified Parties, pursuant to Section 9 of the Agreement.

Metropolitan Transportation Commission
ANNEX IV

SPECIAL CONDITIONS RELATING TO PERSONALLY IDENTIFIABLE INFORMATION

AGENCY will have access to personally identifiable information (“PII”) in connection with the performance of the Agreement. PII is any information that is collected or maintained by MTC or AGENCY that identifies or describes a person or can be directly linked to a specific individual. Examples of PII include name, address, phone or fax number, signature, credit card information, bank account number, or travel pattern data. The following special conditions related to the confidentiality and use of PII apply to this Agreement:

1. Right to Audit
AGENCY shall permit MTC and its authorized representatives to audit and inspect: (i) AGENCY’s facilities where PII is stored or maintained; (ii) any computerized systems used to share, disseminate or otherwise exchange PII; and (iii) AGENCY’s security practices and procedures, data protection, business continuity and recovery facilities, resources, plans and procedures. The audit and inspection rights hereunder shall be for the purpose of verifying AGENCY’s compliance with this Agreement, and all applicable laws.

2. General Confidentiality of Data
All PII made available to or independently obtained by AGENCY in connection with this Agreement shall be protected by AGENCY from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to MTC. This includes, but is not limited to, the secure transport, transmission and storage of PII used or acquired in the performance of this Agreement.

AGENCY agrees to properly secure and maintain any computer systems (hardware and software applications) that it will use in the performance of this Agreement. This includes ensuring all security patches, upgrades, and anti-virus updates are applied as appropriate to secure PII that may be used, transmitted, or stored on such systems in the performance of this Agreement.

AGENCY is prohibited from storing PII on portable media including, but not limited to, laptops, thumbdrives, disks and so forth.

Notwithstanding anything to the contrary in Article 14. Records, of this Agreement, AGENCY agrees to retain PII for no longer than 30 days. At the conclusion of this retention period, AGENCY agrees to use Department of Defense (“DoD”) approved methods to permanently remove PII from any files. Discarded PII will be unavailable and unrecoverable following the purge on any storage media including, but not limited to, magnetic disk, optical disk, and memory chips (“Storage Media”). AGENCY agrees to destroy hard-copy documents containing PII by means of a cross-cut shredding machine. AGENCY also agrees to use DoD approved methods to sanitize any Storage Media prior to discarding or when useful life has ended, whichever comes first. At the conclusion of the performance period of this Agreement, AGENCY shall submit a certification to the MTC Project Manager as follows: “All PII whether in electronic or hard-copy format, has been destroyed in accordance with the requirements contained in Section 2. General Confidentiality of Data of this Attachment D, Special
Conditions Relating to Personally Identifiable Information.” These requirements shall survive termination or expiration of this Agreement.

3. Compliance with Statutes and Regulations
AGENCY agrees to comply with the information handling and confidentiality requirements outlined in the California Information Practices Act (Civil Code sections 1798 et.seq.) and in the California Streets and Highways Code Section 31490. In addition, AGENCY warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders of the United States, the State of California and MTC relating to the handling and confidentiality of PII, including the terms and conditions contained in this Attachment D, Special Conditions Relating to Personally Identifiable Information and agrees to indemnify MTC against any loss, cost, damage or liability by reason of AGENCY’s violation of this provision.

4. Subconsultants
MTC approval in writing is required prior to any disclosure by AGENCY of PII to a subconsultant or prior to any work being done by a subconsultant that entails receipt of PII. Once approved, AGENCY agrees to require such subconsultant to sign an agreement in substantially identical terms as this attachment, binding the subconsultant to comply with its provisions.

5. AGENCY Guarantees
AGENCY shall not, except as authorized or required by its duties by law, reveal or divulge to any person or entity any PII which becomes known to it during the term of this Agreement.

AGENCY shall keep all PII entrusted to it completely secret and shall not use or attempt to use any such information in any manner which may injure or cause loss, either directly or indirectly, to MTC.

AGENCY shall comply, and shall cause its employees, representatives, agents and subcontractors to comply, with such directions as MTC may make to promote the safeguarding or confidentiality of all its resources.

If requested by MTC, AGENCY shall sign an information security and confidentiality agreement provided by MTC and attest that its employees, representatives, agents, and subcontractors involved in the performance of this Agreement shall be bound by terms of a confidentiality agreement with AGENCY substantially the same in its terms.

AGENCY shall immediately notify MTC when it discovers that there may have been a breach in security which has or may have resulted in compromise to PII. For purposes of this section, immediately is defined as within two hours of discovery. The MTC contact for such notification is as follows:

Privacy Officer
privacyofficer@bayareametro.gov
(415) 778-6700
COOPERATIVE AGREEMENT BETWEEN
SONOMA COUNTY TRANSPORTATION AUTHORITY
AND
THE TRANSPORTATION AUTHORITY OF MARIN

This agreement is made between the SONOMA COUNTY TRANSPORTATION AUTHORITY, hereinafter referred to as "SCTA" and the TRANSPORTATION AUTHORITY OF MARIN, hereinafter referred to as "TAM."

RECITALS

WHEREAS, in November 2017, the Metropolitan Transportation Commission (MTC) adopted Resolution number 3925, Revised, awarding grants totaling $2.6 million to three projects for Phase I of the two phase Bike Share Capital Program to expand bike share to emerging communities. Through this process, MTC awarded $826,000 to SCTA and TAM for Bicycle Sharing Capital and Outreach along the SMART Corridor under the Innovative Grants program; and

WHEREAS, SCTA, as a Congestion Management Agency ("CMA") for Sonoma County, has assumed the role of Lead Agency for the SMART Corridor Bike Share Program (referred to hereinafter as "PROJECT"). As the Lead Agency for the PROJECT, SCTA has entered into a funding agreement with MTC (SCTA-MTC Bike Share Funding Agreement) on ____________ for the SMART Corridor Bike Share Program; and

WHEREAS, TAM will work cooperatively with SCTA to implement the PROJECT and receive payment of Bicycle Sharing Capital and Outreach funds in accordance with the agreement between SCTA and MTC and this AGREEMENT; and

WHEREAS, SCTA and TAM desire to enter into a cooperative agreement to establish a clear understanding of PROJECT scope, schedule and budget, and for payment of MTC Bicycle Sharing Capital and Outreach funds from SCTA to TAM for costs related to work performed on PROJECT; and

WHEREAS, the APPROVAL DATE for expenditure of funds under this AGREEMENT is the date upon which SCTA approves this AGREEMENT;

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration the adequacy of which is hereby acknowledged, SCTA and TAM do hereby agree as follows:

SECTION I

TAM AGREES:

1. **Scope of Work.** To undertake, approximately 50% of the staff-level work (whether qualifying for reimbursement through the SCTA-MTC Bikeshare Funding Agreement or not) required to complete the PROJECT as described in the Scope of Work in the SCTA-MTC Bike Share Funding Agreement attached hereto as EXHIBIT A, and to apply MTC funds received under this AGREEMENT to said PROJECT consistent with the terms and conditions specified in this AGREEMENT and in accordance with the
funding amounts specified in Section III, Article 16 of this AGREEMENT. The 50%-50% division of work shall be arranged by informal meetings between SCTA and TAM. Both SCTA and TAM agree to meet in good faith and to make best efforts to allocate the outstanding PROJECT work 50%-50% when such a meeting is requested by either party.

2. **Compliance with Laws.** With regard to administering and completing the Project, TAM shall at all times comply with all applicable laws of the United States, the State of California, the County, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this AGREEMENT.

3. **Compliance with Funding Restrictions.** That as the joint controllers and managers of PROJECT, TAM and SCTA shall be responsible for complying with the funding and use restrictions established by MTC, by other applicable federal laws and regulations, by applicable state laws and regulations, and by this AGREEMENT.

4. **Local Match.** To comply with the local match requirement of 11.47% of the total project cost for the MTC funds. TAM shall contribute not less than the required match amount toward the cost of the PROJECT and shall document such expenditures in accordance with the procedures shown in EXHIBIT B attached hereto.

5. **Invoices.** Should TAM desire reimbursement of its expenses in connection with this AGREEMENT, TAM shall do so by providing invoices for payment to SCTA consistent with the procedures and formats set forth in EXHIBIT B attached hereto. TAM acknowledges that the reimbursement of such expenses by SCTA with MTC funds under this AGREEMENT shall be subject to and not due hereunder unless and until SCTA has received such funds from MTC.

6. **Progress Reports.** To submit to SCTA Narrative Progress Reports in the format set forth in EXHIBIT A no later than 10 days prior to the schedule established in EXHIBIT A during the period in which the PROJECT is either ongoing, or any MTC funds thereon have yet to be reimbursed. In addition, TAM agrees to provide SCTA with monthly or quarterly progress reports and financial information as may be reasonably requested by SCTA or MTC.

7. **Project Management and Cooperation.** To provide management of certain components of the PROJECT that may require TAM’s oversight, including responsibility for schedule, budget, and oversight of services performed by others and to be responsible for evaluation, selection, and management of consultants and contractors. TAM understands and acknowledges that the PROJECT is part of a larger multi-jurisdictional program and agrees to coordinate closely with the other agencies involved in the larger program. However, SCTA shall serve as the program sponsor for the funding agreement between MTC and SCTA.

8. **Project Completion.** TAM acknowledges that SCTA or MTC may redirect funds in the event that PROJECT is delayed or fails to be completed. TAM shall use its best efforts to notify SCTA in writing in the
event that it encounters difficulty that is expected to delay the timely performance of the PROJECT, and SCTA agrees to cooperate with TAM to work out a mutually satisfactory course of action with TAM and MTC.

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

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

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

**SECTION II**

SCTA AGREES:

1. **Reimbursement of TAM Expenses.** To reimburse TAM for reimbursable eligible expenses incurred by TAM in connection with the PROJECT. SCTA payment to TAM shall be consistent with SECTION I, paragraph 5 and with the procedures specified in EXHIBIT B. Reimbursement of TAM’s eligible expenses shall be conditioned upon SCTA’s prior receipt of such MTC FUNDS and limited to the amounts set forth in Section III, paragraph 16.

2. **Notice of Audit.** To provide timely notice if any audit which is to be conducted relating to this AGREEMENT and TAM’s receipt of MTC FUNDS.

**SECTION III**

IT IS MUTUALLY AGREED:

1. **Term.** The Termination Date for this AGREEMENT shall be 60 months from the effective date this AGREEMENT as first set forth above unless terminated earlier by the written consent of all the parties hereto. The Termination Date may be modified only if mutually agreed to in writing by TAM and SCTA. Any appropriated but unexpended funds related to this AGREEMENT as of the Termination Date shall revert first to SCTA and shall be available for other eligible uses within the scope of the PROJECT.

2. **Discharge.** This AGREEMENT shall be subject to discharge as follows:
a. Any party may terminate this AGREEMENT at any time for cause pursuant to a power created by the AGREEMENT or by law, otherwise than for breach, by giving written notice of termination to the other party which shall specify both the cause and the effective date of termination. Notice of termination under this provision shall be given at least ninety (90) days before the effective date of such termination. Payment shall be made by the SCTA for all services rendered by TAM pursuant to this AGREEMENT up to the time of termination, subject to any expenditure limits applicable to this AGREEMENT.

b. This AGREEMENT may be canceled by a party for breach of any obligation, covenant, or condition hereof by the other party, upon written notice to the breaching party. With respect to any breach that is reasonably capable of being cured, the breaching party shall have 30 days from the date of the notice to initiate steps to cure.

c. If the breaching party diligently pursues cure, such party shall be allowed a reasonable time to cure, not to exceed thirty (30) days from the date of the initial notice, unless a further extension is granted by the non-breaching party. On cancellation, the nonbreaching party retains the same rights as a party exercising its right to terminate under the provisions of Section III, paragraph 2(a), except that the canceling party also retains any remedy for breach of the whole contract or any unperformed balance.

d. By written consent of all the parties, this AGREEMENT may be terminated at any time.

3. Funding. Qualified expenditures for the PROJECT under this AGREEMENT shall be eligible for reimbursement in accordance with EXHIBIT A when incurred after the APPROVAL DATE, provided they are consistent with the terms and conditions of this AGREEMENT and applicable federal and state laws and regulations, provided further that all requests for reimbursement are submitted to SCTA staff no later than the date which is 58 months from the APPROVAL DATE. In no event shall any portion of FUNDS exceed the FUNDS amount set forth in Section III, paragraph 16. All funding by SCTA will be provided in accordance with EXHIBIT B, and Section I, paragraph 5 of this AGREEMENT.

4. Indemnity. It is mutually understood and agreed, relative to the reciprocal indemnification of SCTA and TAM:

   a. TAM shall indemnify, defend, and hold harmless SCTA and SCTA’s board, representatives, agents, officers and employees from and against all claims, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of TAM, its officers, employees or agents, or subcontractors or any of them by reason of anything done or omitted to be done by TAM under or in connection with any work, authority or jurisdiction delegated to TAM under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, TAM shall fully indemnify and hold SCTA harmless from any liability imposed for injury and damages (as defined by Government Code Section 810.8) or environmental obligations or duties occurring by reason of anything done or omitted to be done
b. SCTA shall indemnify, defend, and hold harmless TAM and TAM’s board, representatives, agents, officers and employees from and against all claims, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of SCTA, its officers, employees or agents, or subcontractors or any of them by reason of anything done or omitted to be done by SCTA under or in connection with any work, authority or jurisdiction delegated to SCTA under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, SCTA shall fully indemnify and hold TAM harmless from any liability imposed for injury and damages (as defined by Government Code Section 810.8) or environmental obligations or duties occurring by reason of anything done or omitted to be done or imposed by obligation of law or assumed by SCTA under this AGREEMENT or in connection with any work, authority, or jurisdiction delegated to SCTA under this AGREEMENT.

5. Notice. 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 by the parties hereto.

SCTA:

SONOMA COUNTY TRANSPORTATION AUTHORITY
490 Mendocino Avenue, Suite 206
Santa Rosa, CA 95401

TAM:

TRANSPORTATION AUTHORITY OF MARIN
900 Fifth Avenue, Suite 100
San Rafael, CA 94901

By executing this AGREEMENT, each of the parties acknowledges and agrees that the persons identified above, or any other person designated by a party to this AGREEMENT by notice to the other parties, is authorized to execute documents and to bind such party with respect to this AGREEMENT in accordance with the procedures set forth in Section III, paragraphs 6 through 12 below.

6. Additional Acts and Documents. Each party agrees to do all such things and take all such actions and to make, execute, and deliver such other documents and instruments as shall be reasonably requested to carry out the provisions, intent, and purpose of the AGREEMENT.

7. Integration. This AGREEMENT represents the entire AGREEMENT of the parties with respect to the subject matter hereof. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein or in other contemporaneous written agreements.

8. Amendment: This AGREEMENT may not be changed, modified, or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this AGREEMENT shall be void and of no effect.
9. **Independent Agency.** TAM and SCTA renders its services under this AGREEMENT as an independent agency. None of the agents or employees of a party shall be agents or employees of the other parties.

10. **Assignment.** This AGREEMENT may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other parties.

11. **Successors.** This AGREEMENT shall be binding upon the successor(s), assignee(s) or transferee(s) of the SCTA or TAM as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this AGREEMENT other than as provided above.

12. **Severability.** Should any part of this AGREEMENT be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this AGREEMENT which shall continue in full force and effect, provided that the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

13. **Limitation:** All obligations of SCTA under the terms of this AGREEMENT are expressly subject to the SCTA’s continued authorization to pass-through FUNDS for PROJECT pursuant to applicable funding mechanisms through MTC. If for any reason SCTA’s right to the FUNDS should be reduced, terminated, or suspended in whole or part, SCTA shall promptly notify TAM, and the parties shall consult on a course of action. If, after twenty-five (25) business days, a course of action is not agreed upon by the parties, this AGREEMENT shall be deemed terminated by consent of the parties without further obligation or liability to SCTA.

14. **Exhibits.** Exhibits A through B are hereby incorporated by reference and made a part of this AGREEMENT. The exhibits are as follows:

   - **EXHIBIT A:** SCTA-MTC Bike Share Funding Agreement
   - **EXHIBIT B:** Invoicing Procedure.

15. **Survival:** The following provisions in this AGREEMENT shall survive the discharge or termination of this AGREEMENT:

   a. As to TAM: Section I, paragraphs 7, 8 and 11.
   b. As to SCTA: Section II, paragraphs 1 and 2.
   c. As to both parties: Section III, paragraphs 2, 4, 5 and 15.

16. **Total Cost.** The total funding commitment of this AGREEMENT is $826,000 and will not exceed that amount unless amended in writing by all parties. Funds for the MTC Funding portion shall be made available through this AGREEMENT by SCTA to TAM. Funds for Local Match shall be expended by TAM and documentation of Local Match expenditures shall be submitted to SCTA in accordance with EXHIBIT B. The following table shows the total MTC funding allocation for PROJECT. The local match of 11.47% is in addition to the MTC funding shown below and must be expended in advance of, or concurrent with the expenditure of MTC funds by TAM. MTC funding must be expended in accordance with the provisions in EXHIBIT A. It is anticipated that MTC funding will be expended on equipment and services
under a single contract with SCTA for benefit of both Sonoma and Marin counties. The MTC funding in the cost table below reflects the funding directed to benefit each agency, rather than to be expended by each agency.

### Cost Table

<table>
<thead>
<tr>
<th></th>
<th>TAM</th>
<th>SCTA</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MTC Funding</td>
<td>$413,000</td>
<td>$413,000</td>
<td>$826,000</td>
</tr>
<tr>
<td>Local Match</td>
<td>$47,350</td>
<td>$47,350</td>
<td>$94,700</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$460,500</td>
<td>$460,500</td>
<td>$921,000</td>
</tr>
</tbody>
</table>

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

TRANSPORTATION AUTHORITY OF MARIN

By: ___________________________
SCTA Chair

ATTEST:

By: ___________________________
Executive Director

APPROVED AS TO LEGAL FORM

FOR TAM:

By: ___________________________
Legal Counsel TAM

APPROVED AS TO SUBSTANCE:

By: ___________________________
SCTA Chair

APPROVED AS TO LEGAL FORM

FOR SCTA:

By: ___________________________
Legal Counsel SCTA
EXHIBIT B

INVOICING PROCEDURE

PROCEDURE FOR INVOICES PREPARED BY TAM FOR SUBMITTAL TO SCTA:

1. TAM shall prepare and submit invoices to SCTA on a calendar quarterly basis within 20 calendar days of the close of each quarter;

2. Each invoice shall include a cover letter signed by TAM’s authorized representative that includes the following:
   − reference to this AGREEMENT, including Cooperative Agreement number;
   − a sequential billing number (1, 2, 3, ... etc.)
   − the quarterly period for which the invoice applies;
   − a breakdown of costs incurred by TAM staff and Project Manager, consultant costs, total costs incurred, costs for which TAM is seeking reimbursement and local match;
   − Expenditure Summary Report described in paragraph 4 below;
   − a listing of attachments;
   − contact person and information.

3. SCTA shall reimburse TAM for costs of staff time expended to fulfill the responsibilities of Project Manager, Project Administrator, and technical and administrative support. Costs incurred by TAM staff, Project Manager, and Project Administrator shall be shown on a separate attachment and shall list the name of each person, position title, hours worked, and rate charged. Overhead rate for TAM staff and Project Manager costs shall not exceed 50% above actual hourly wages paid. Costs other than staff costs are non-reimbursable. TAM’s staff costs may also be used to fulfill the local match requirement. Local match expenditures must be incurred prior to seeking reimbursement for services provided.

4. EXPENDITURE SUMMARY REPORT

The invoice shall include an Expenditure Summary Report that includes the following information by task:

4.1. Budget
4.2. Previous Expenditures
4.3. Total Expenditures This Period
II. INVOICING PROCEDURE FOR REIMBURSEMENT OF EXPENSES INCURRED BY TAM'S CONSULTANT(S)

SCTA shall reimburse TAM for consultant costs incurred for the performance, in part or in whole, of the Scope of Work shown in EXHIBIT A. TAM shall ensure that consultant invoices are prepared in accordance with the invoicing procedure set forth below.

1. GENERAL REQUIREMENTS

   1.1. Consultant shall prepare invoices on a monthly basis for each complete calendar month. Invoices shall be submitted within 30 calendar days after months' end to the Project Administrator.

   1.2. Each invoice shall bear the following identification:

      1.2.1. Contract number.
      1.2.2. The sequential billing number under the Agreement with TAM (1, 2, 3, etc.).
      1.2.3. Consultants' internal invoice number.
      1.2.4. Date of invoice.
      1.2.5. Calendar period covered by invoice.

   1.3. The invoice should bear the following certification signed by an officer of the firm:

         "I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed."

         Signed_________________
         Title___________________
         Date___________________
         Invoice No._____________

   1.4 The invoice must be accompanied by the following:

      1.4.1 A transmittal letter, stating the period covered and briefly highlighting overall project status and any significant scope, schedule or budget issues.
      1.4.2 Monthly Progress Report.
      1.4.3 Budget Status Summary by task. (See item 4)

2 LABOR COSTS (INCLUDING FEE)
Labor Costs shall be based on Federal Acquisition Regulations (FAR), and shall include three elements: the Direct Salary Costs (actual wages paid), the Multiplier, and the Fee. All should be shown on the invoice by Task in the following manner:

2.1 The Direct Salary Cost calculations should be shown as follows:
   2.1.1 Employee name and position.
   2.1.2 Hourly rate paid.
   2.1.3 Number of hours worked.
   2.1.4 Total amount paid to employee.
   2.1.5 Sum of all amounts paid to all employees.

2.2 The FAR Multiplier should be stated and applied to the result obtained in item 2.1.5.

2.3 The Fee (not to exceed 10%) should be applied to the result obtained in item 2.2. The results of this operation are the Total Direct Labor Costs.

2.4 The Total Multiplier (FAR plus fee) shall not exceed 3.00.

3. DIRECT COSTS

Direct Costs are those costs directly identifiable with the performance of the specific work of the Agreement which are not included in the Direct Salary Costs, the Multiplier or the Fee. Costs not identified as Direct Costs in the Agreement will not be reimbursed. Direct Costs should be invoiced by Task as follows:

3.1 For items for which a unit rate exists in the Agreement, show the following:
   3.1.1 Description of item.
   3.1.2 Rate per unit in Agreement.
   3.1.3 Number of units for which compensation is claimed.
   3.1.4 Total charge for item.
   3.1.5 Sum of all charges for all items having a unit rate in the Agreement.

3.2 For items such as sub-consultants chargeable under the Agreement at the actual cost invoiced to consultant (usually furnished by a third party), show and provide the following:
   3.2.1 Description of item.
   3.2.2 Name of provider of item.
   3.2.3 Amount being charged for each item.
   3.2.4 A copy of the invoice for an item or a single month's billing of $500 or more.
   3.2.5 Sum of all charges for "at invoiced cost" items.

3.3 Show the sum of items 3.1.5 and 3.2.5.

3.4 Apply the handling fee, not to exceed five percent (5%), to the result obtained in item. The results are the Total Direct Costs.
4. BUDGET STATUS SUMMARY

4.1 The invoice shall include a Budget Status Summary that includes the following by task:

a. Amount Budgeted
b. Previously Invoiced Amount
c. Current Invoice Amount
d. Total Invoiced to Date including this invoice
e. Percent Expended
f. Percent Complete (qualitative)
g. Balance Remaining assuming payment of the invoice with no changes
Staff Report

To: SCTA/RCPA Board of Directors  
From: Brant Arthur, Community Affairs Specialist  
Item: 4.2 – Community Affairs Report  
Date: July 9, 2018

News

Hwy 101 Petaluma River Bridge Wins Award

Caltrans awarded the Excellence in Partnering Award to the Highway 101 Petaluma River Bridge in recognition of “open and honest communication, trust, understanding and teamwork” on a key Sonoma County transportation project made possible through work at the SCTA.

SB1 funds at work in Sonoma County

Pavement improvement projects, including the recent overlay on Barnes Road by Sonoma County Transportation and Public Works, are the latest example of new funds from Senate Bill 1 flowing into Sonoma County.

PG&E EV Charge Network rolling out

PG&E’s EV Charge Network program was approved in 2016 by the California Public Utilities Commission, with the intent of installing 7,500 EV charging ports over a three-year period focusing workplaces and multi-unit dwellings. Through the program PG&E will pay for the infrastructure to supply electricity to each EV parking space, and for a portion of the charging equipment. Applications are being considered on a first-come, first-served basis. As of June 2018, PG&E had activated 60 charging ports through the program, with another 844 ports in design or construction (15 of those being in Sonoma County).

Upcoming Events

- 7/13/18 – RCPA Climate Action Advisory Committee, Santa Rosa, CA  
  http://rcpa.ca.gov/meetings-and-events/
- 7/17/18 – Forum: Getting to 5 Million Electric Vehicles by 2030, San Francisco, CA  
  http://www.veloz.org/events/
- 8/28-29/18 – California Adaptation Forum, Sacramento, CA  
  http://www.californiaadaptationforum.org/
Partner news

Electric vehicle incentives for Sonoma Clean Power

The Drive EV program from Sonoma Clean Power (SCP) will again offer incentives for a final time from August 1 to November 16, 2018. SCP Staff have negotiated discounts on 10 different models of electric and plug-in cars. The Drive EV program will provide a $2,000 incentive to SCP customers on select EVs, with an additional $2,000 for low-income CARE & FERA qualified customers, for a total of $4,000 for CARE/FERA qualified customers. A $1,000 incentive for used EVs will also be offered with an additional $1,000 for low-income CARE & FERA qualified customers for a total of $2,000 for CARE/FERA qualified customers.

Social media / Community outreach

SCTA Facebook:
- 504 page likes
- 2,487 people reached in the last month
- 433 post engagements in the last month

RCPA Facebook:
- 558 page likes
- 917 people reached in the last month
- 159 post engagements in the last month

CA37 Facebook:
- 549 page likes
- 619 people reached in the last month
- 427 post engagements in the last month

Newsletter:
- Monthly newsletters for SCTA and RCPA were sent June 5, 2018
- The SCTA newsletter was sent to 335 recipients with a 33% open and 11% click rate
- The RCPA newsletter was sent to 234 recipients with a 37% open and 8% click rate

Other notes:
- SCTA website is averaging 135 visits/day
- RCPA website is averaging 161 visits/day
- Top SCTA webpages are the Homepage, Measure M, Staff, Meetings, and Library.
- Top RCPA webpages are the Homepage, CA2020, GHG Inventory, Staff and Data Blog.
- Twitter has relatively low public interest (SCTA 76 followers, RCPA 121 and SR37 11)
Relevant news

Years of North Bay transportation construction ahead with Regional Measure 3 ballot win
Sonoma Index-Tribune – June 7, 2018

Sonoma lauded as ‘bike friendly’
Sonoma Index-Tribune – June 7, 2018

With new bridge toll, Hwy. 101 project fully funded
Argue Courier – June 17, 2018

6th grade climate champions
Sonoma Index-Tribune – June 18, 2018

City moves forward on growth management ordinance amendment
The Healdsburg Tribune – June 20, 2018
Staff Report

To: RCPA Board of Directors
From: Julian Ruzzier-Gaul, CivicSpark Fellow
Item: 4.4.1 – 2015 Greenhouse Gas Inventory Update
Date: July 9, 2018

Issue:
Information only.

Background:
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 ICLEI’s U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions.

Historic data revealed a decline in total and per capita emissions since 1990, but the 2015 inventory update and forecasts show that in the absence of new actions, local GHG emissions will rise. The work of the RCPA, its members, and partners, focuses on driving a continued downward trajectory in community-wide emissions, towards the short-term goal of 25% below 1990 levels by 2020 and long-term goal of 80% below 1990 levels by 2050.

2015 GHG Inventory

The RCPA has released the comprehensive 2015 update to Sonoma County’s community-wide GHG inventory to help track progress towards achieving our short and long-term emissions reduction goals. This update focuses on the primary sources of emissions in each community that the actions of local governments and regional entities can readily influence.

Countywide emissions in 2015 remained 9% below 1990 levels while population grew about 4% and gross domestic product (GDP) increased 22%. This local trend of GDP and population growth decoupling from emissions is positive and in-line with statewide trends. Yet, without increasing the speed at which we reduce GHG emissions, we will not achieve the countywide reduction goal of 25% below 1990 levels by 2020.

The attached presentation provides further detail on the 2015 GHG Inventory Update. The full report is available online at rcpa.ca.gov/emissions.
**Policy Impacts:**
None.

**Fiscal Impacts**
None.

**Staff Recommendation:**
Information only.
2015 Greenhouse Gas Inventory Update

Overview

- Background – 2015 is a critical milestone
  - Climate action Timeline
- Countywide emissions
- Jurisdictional Data
- Next Actions
- Request for Board input
Background

Climate Action 2020 and Beyond

- Countywide Goals
  - 25% below 1990 levels by 2020
  - 40% below 1990 levels by 2030
  - 80% below 1990 levels by 2050

Align with state legislation

Timeline

- Climate Action 2020 Adopted by this Board: July 2016
  - Baseline 2010 Inventory
- Lawsuit decision: September 2017
- RCPA Board adopts resolution reestablishing CA202 measures and goals: November 2017
  - All member jurisdictions, except for the County, have adopted a similar resolution
- Shift Plan Adopted: January 2018
- 2015 Greenhouse Gas Inventory Report Released: July 2018
Emissions sectors:

- Building Energy
- Transportation and Land Use
- Solid Waste
- Water and Wastewater
- Livestock and Fertilizer

Sonoma Clean Power inception lead to 33% reduction in GHGs from building energy use.

Countywide emissions remain around 9% below 1990 levels.

260,000 more miles were driven in 2015 when compared to 2010.

Sonoma Clean Power inception lead to 33% reduction in GHGs from building energy use.
Emissions increased in each sector except Building Energy and Water & Wastewater.
### Per Capita Emissions

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<thead>
<tr>
<th>Location</th>
<th>2010</th>
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<tr>
<td>Cloverdale</td>
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<td>Unincorporated County</td>
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### Next Steps For RCPA

- Implementation Status Updates (2018)
  - Member Services Meetings
- Needs Assessment (2018)
- 2030 Goals and Planning Update (2019)
- CA 2030 Update and 2018 Inventory Release (Q1 2020)
- Implementation Support (Ongoing)
Next Steps for RCPA

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Full report online at rcpa.ca.gov/emissions
Questions?
Staff Report

To: RCPA Board of Directors

From: Aleka Seville, Director of Climate Programs

Item: 4.4.2 – RCPA Activities Report

Date: July 9, 2018

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**Issue:**

Information only.

**Background:**

**Planning and Coordination**

*RCPA Coordination Committee*

The June Coordination Committee met to discuss green rebuilding incentives and resources in Sonoma County. Sonoma Clean Power staff delivered a presentation on the Advanced Energy Rebuild program. RCPA staff and Coordination Committee members discussed additional programs and efforts that are available for Sonoma County property owners affected by the wildfires. The Coordination Committee provides an opportunity for coordination between the cities, county agencies and various RCPA member representatives and partners engaged on different aspects of the RCPA Mission.

*Climate Action Staff Working Group*

The Staff Working Group will meet on July 25th to discuss the 2015 Greenhouse Gas (GHG) Inventory Update. RCPA staff will provide an overview of the update, key takeaways and jurisdiction specific details and then will open the meeting for questions from staff. RCPA staff continue to meet individually with members of the Staff Working Group to discuss their Community Profiles from CA 2020 and the status of their implementation efforts. These discussions will inform RCPA staff understanding of how we can best provide technical, policy and funding assistance to each member city staff as we move closer to our 2020 GHG reduction goals.

*Fire Recovery*

The Bay Area Air Quality Management District, Pacific Gas and Electric Company, and Sonoma Clean Power (SCP) have partnered to offer an integrated incentive program that gives customers access to multiple funding sources through one application process. Advanced energy rebuild incentives are available for property owners in Sonoma and Mendocino counties who are rebuilding homes lost in...
the October 2017 wildfires. Fire survivors can receive up to $17,500 in incentives for including energy efficient features and equipment, renewable energy systems, electric vehicle charging stations, and water-efficient landscaping design. [https://sonomacleanpower.org/advancedenergyrebuild/](https://sonomacleanpower.org/advancedenergyrebuild/)

RCPA staff continue to assist government and community partners with information resources and staff support for recovery and planning needs. RCPA staff and BayREN are currently identifying opportunities to offer Certified Energy Analysts at no cost to the City of Santa Rosa Resilient City Permit Center and the County of Sonoma Resiliency Permit Center to answer questions and assist with energy code issues and plan reviews at least one half day per week.

**Energy Program Coordination**

Staff continues to meet with Energy and Sustainability Division staff monthly to coordinate events and program details relating to energy programs.

**Statewide Energy Efficiency Collaborative Forum**

Staff participated in the 2018 Annual Statewide Energy Efficiency Forum in Sacramento on June 20-21, 2018. The forum provided learning, sharing, and networking opportunities to help local governments save energy, reduce greenhouse gas emissions in their communities, and catalyze climate action. The forum featured informative sessions to help staff learn about innovative projects and strategies, share best practices, and troubleshoot challenges.

**2018 Sustainable Enterprise Conference**

Staff participated in the Sonoma County Sustainable Enterprise Conference held on June 22, 2018 and joined attendees in promoting sustainable operating practices, kickstarting regional collaborations, and building a network of professionals working for more sustainable and resilient communities. Staff highlighted RCPA and member jurisdictions climate action efforts.

**Electric Vehicle Coordination**

RCPA staff participated in PG&E’s Q2 2018 Clean Transportation Program Advisory Council Meeting where PG&E staff provided updates on the EV Charge Network Program marketing, procurement and construction efforts as well as an overview of SB 350 priority review projects. RCPA staff continue to work with PG&E to inform their EV infrastructure planning.

**Implementation**

**Greenhouse Gas Inventory**

CivicSpark Fellow, Julian Ruzzier-Gaul has completed the 2015 GHG Inventory Update with jurisdictional level data. Complete details are provided in the staff report item 4.1.1.

Staff is incredibly appreciative of Julian’s fellowship through CivicSpark and his dedication to building capacity at the SCTA/RCPA. Julian has skillfully prepared a GHG inventory for Sonoma County and the jurisdictions, analyzing 2010 and 2015 GHG emission data sets and organizing the data into public facing presentations. During his CivicSpark Fellowship, Julian has helped build long term capacity by working with SCTA and RCPA staff to create best practices for incorporating GHG
data into local planning. He has supported staff in their understanding of GHG trends and performed his work knowledgably with enthusiasm, commitment and humor.

Staff would like to thank Julian for his service year as a CivicSpark Fellow focused on communitywide GHG data and evaluation and climate action measure implementation.

**BAAQMD Climate Protection Program Grants**

The Bay Area Air Quality Management District (BAAQMD) has awarded RCPA’s proposed E-bike Bulk Discount and Incentive Program $250,460 in funding from the Air District’s Climate Protection Grant Program. This proposal was modeled after Sonoma Clean Power’s Drive EV incentive program and seeks to address barriers to E-bike deployment such as high cost and lack of awareness and familiarity with E-bikes. RCPA staff will be working with BAAQMD staff to develop a scope of work for the project in the coming weeks.

**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. As of May 31, 2018, there are 11 multifamily properties in Sonoma County currently receiving no-cost energy efficiency technical assistance from the program, accounting for a total of 942 units.

**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.

Staff attended the Codes and Standards Regional Forum “Innovative Approaches to Improving Energy Code Compliance” on June 28, 2018 to learn about new strategies and tools for energy code compliance.

RCPA staff continues to attend Redwood Empire Association of Code Officials (REACO) monthly meetings and scheduling energy code classes with jurisdictions. A course on Residential New Construction Energy Code was held on June 29, 2018 in Petaluma for building department staff.

**Water Bill Savings Program**

RCPA staff continues to work with BayREN staff to support the development of a regional water bill savings program, an on-bill repayment of efficiency retrofits that the RCPA has helped to pioneer in California, enabled by the Water Bill Savings Act (SB 564 – McGuire). RCPA staff is working with Grounded Research and Consulting team who is conducting a Process Evaluation Study on the Water Bill Savings Program that will inform the development of a Regional Water Bill Savings Program. RCPA staff will present the Regional Program Model concept to ABAG’s Executive Board in September to gather input and feedback on proposed program scope, governance structure and financing options.
Policy Impacts:
None.

Fiscal Impacts:
None.

Staff Recommendation:
Information only.
Staff Report

To: Sonoma County Transportation Authority
From: Janet Spilman, Director of Planning
Item: Planning Activities Report
Date: July 9, 2018

Issue:
Information only.

Background:

PLANNING

- **Transit Integration and Efficiency Study** – The interview panel selected a consulting team to conduct the study. The proposed contract is included in this agenda packet.

- **Plan Bay Area 2050** – Staff is participating in early stages of update.

- **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.

PROGRAM MANAGEMENT

- **Santa Rosa Car Share Pilot Program** – Average monthly Zipcar reservations from January through April 2018 were 66 percent higher than the average monthly reservations from September through December 2017. In early July, SCTA staff and Zipcar will determine whether the current agreement expiring in August 2018 will be extended. 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** – Request for Proposals for this OBAG funded program was released the last week of June. Staff continues to work with Sonoma County Bicycle Coalition to administer the gap year (2017/2018) Measure M funded SRTS program.

- **Bike Share Grant** – SCTA staff, MTC, and the Transportation Authority of Marin (TAM) have finalized proposed funding and cooperative agreements for the Sonoma-Marin bike share program. The proposed agreements are included in this agenda packet.

ADMINISTRATION OF ALTERNATIVE TRANSPORTATION FUNDING

- **Transportation Development Act, Article 3 (TDA3)** - Agreements between sponsors and MTC for Fiscal Year 2018-2019 projects are underway.

- **Transportation for Clean Air Fund, County Program Manager (TFCA, CPM)** – SCTA is undergoing a routine fiscal audit of the TFCA CPM program. SCTA received the Fiscal Year 2018-2019 Funding Agreement and is routing it for review and signature. [Next – SCTA fund transfer agreements with project sponsors for Fiscal Year 2018-2019.](#)
• **Lifeline Transportation Program (LTP) Cycle 5** – Next – MTC staff will present the LTP Cycle 5 program to the Commission in July. The program will likely be amended in the fall to reflect additional State Transit Assistance revenues due to the increase in the price of diesel fuel.

**DATA MANAGEMENT AND FORECASTING**

• **Travel Model Update** – Travel model validation and recalibration is underway. Work has focused on updating current conditions such as transit networks and road capacities and collecting traffic count and other observed data which will be used to review model output. Staff presented a cost-sharing plan to the TAC and PAC for additional model improvements and the preparation of a travel behavior study for Sonoma County. These improvements and the travel behavior study would focus on supporting general plan updates and other local planning work and provide support for SB 743 compliance.

• **Pending and Permitted Development Tracking** – Local planners reviewed and updated housing related entries in the Sonoma County Pending and Permitted Development Database and updated project status, CEQA clearance, and provided information on project constraints. As of May 30, 14,767 housing units are in various stages of the planning pipeline according to the database and data as provided by local planning departments.

• **Modeling and analysis support** - Data, analysis, and mapping support has been provided for projects located in the Highway 101 corridor, the City of Cotati, and for the County of Sonoma. Staff has assisted City of Santa Rosa staff with the deployment and installation of automated bicycle and pedestrian counting equipment in the field. Staff has worked with local planning staff to prepare for SB 743 compliance. Online maps providing support for housing production and wildfire recovery have been updated and maintained.

• **UrbanFootprint** – Staff was a webinar panelist on a national Sustainable City Network titled “Agile and Sustainable City Planning”. The webinar focused on UrbanFootprint and how this tool can be used to streamline local planning and the visualization and analysis of a variety of data sources. Staff is also working with the UrbanFootprint team to analyze short term housing production goals and targets in Sonoma County.

**COORDINATION & OUTREACH**

**Local Activities**

• Spare the Air Resources Team – Worked with the Resources Team on outreach to employers on commute programs and website improvements.

**Regional Coordination**

• MTC/ABAG committees: Regional Advisory Working Group, Regional Modeling Working Group; Transit Finance Working Group, Active Transportation Working Group, Transportation Demand Management 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. Regional efforts include the investigation of VMT estimation tools and techniques, discussion of possible mitigation, and discussions on how regional agencies could support local agencies with compliance.

• CMA Planners meetings

• North Bay Transportation Officials meeting

**Policy Impacts:**

All activities are consistent with SCTA policy.

**Staff Recommendation:**

Information only.
Staff Report

To: Sonoma County Transportation Authority

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

Item: Local Partnership Program (LPP) Formulaic Funds FY19/20

Date: July 9, 2018

Issue:

Shall the SCTA approve the proposed project for inclusion in the 2019 Local Partnership Formulaic Program?

Background:

On October 18, 2017 the California Transportation Commission adopted the 2018 Local Partnership Program Guidelines in response to the Road Repair and Accountability Act. The objective of the Local Partnership Formulaic Program is to reward counties, cities, districts, and regional transportation agencies in which voters have approved fees or taxes solely dedicated to transportation improvements.

SCTA programmed the first round of LPP funding to projects that were immediately ready to receive funding in order to meet the tight turn around in the 2018 Program. The first round projects needed to be able to receive allocation and incur expenditures in FYs 17/18 and 18/19. Projects selected were focused on Fire Recovery (funding went to bicycle and pedestrian improvements in the area of Coffey Park and Highway 101 to ease congestion to already plagued commute ways that were further burdened by the loss of housing).

Recently, the CTC published the updated guidelines for the LPP formulaic portion that included a revised schedule for delivery of the next round of the program. In order to provide the most visible benefit to the state’s aging roads and highways, the schedule was accelerated somewhat to have projects programmed prior to the November election cycle. Delivery of the 2019 LPP formulaic funds follows the schedule below:

<table>
<thead>
<tr>
<th>Formulaic Program Cycle 2 (FY2019/20)</th>
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<tbody>
<tr>
<td>Publish proposed amended guidelines and formulaic distribution shares</td>
<td>June 15, 2018</td>
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<tr>
<td>Commission adopts amended guidelines and formulaic distribution shares</td>
<td>June 27-28, 2018</td>
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<tr>
<td>Call for project applications</td>
<td>June 29, 2018</td>
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<td>Project applications due</td>
<td>August 29, 2018</td>
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<tr>
<td>Release staff recommendations</td>
<td>September 26, 2018</td>
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<tr>
<td>Commission adopts program</td>
<td>October 17-18, 2018</td>
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Again, the turn-around for submittals is very short. The SCTA Board must adopt the program prior to any submittals from Sonoma County to the CTC. The Board does not meet in August, thus the LPP projects to be
submitted need to be approved no later than the July Board meeting. Staff, in coordination with the County of Sonoma, has identified a project to propose for approval for submittal to the CTC in order to make this extremely constricted schedule for application submittal. The project has two components:

Pedestrian safety improvements at two locations and pavement of various roadways in and around low income housing areas of unincorporated Sonoma County. The pedestrian improvements are to install High Intensity Activated Crosswalks (HAWK) on Airport Blvd near the SMART station and Old Redwood Highway at Lark Center Drive. The total amount of funding expected to be available to Sonoma County for FY 19/20 is $551,000 and requires a 1:1 match of non-SB-1 funding. This proposal was presented to the Technical Advisory Committee on June 28, 2018.

**Policy Impacts:**
None, it is within Policy for the Board to approve projects for funding in SB-1 programs.

**Fiscal Impacts:**
Funding in the amount of $551,000 would be made available to the County Transportation and Public Works Department for the above referenced project. If SB-1 is repealed in November, the funds would no longer be available.

**Staff Recommendation:**
Staff recommends that the Board approve the above referenced project for inclusion in the 2019 Local Partnership Formulaic Program.
Citizens Advisory Committee
MEETING AGENDA

June 25th, 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 April 30th, 2018* - ACTION

4. Measure M – DISCUSSION/ACTION
   a. Measure M Projects - Bicycle Safety and Education – Sonoma County Bicycle Coalition
   b. Measure M Projects – Petaluma River Trail – City of Petaluma
   c. Measure M Project presentations – FY 18/19 schedule*
   d. Measure M Monthly Financial Reports*

5. Highway Updates - DISCUSSION

6. Announcements

7. Adjourn

*Materials attached

The next SCTA meeting will be July 9th, 2018
The next CAC meeting will be July 30th, 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 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

June 28, 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, May 24, 2018*
4. Measure M DISCUSSION / ACTION
   4.1. Measure M Invoicing/Obligation Status*
   4.2. SB-1 2019 Local Partnership Formulaic Program*
   4.3. SB-1 Local Streets and Roads Funding Program 2018 Reporting Guidelines:
5. Regional Information Update INFORMATION
   5.1 PMP Certification Status*
   5.2. 2017 Regional Pavement Condition Summary Report*
   5.3 FFY17/18 Local Federal Aid Obligation Plan*
   5.4 Highway Bridge Program (HBP) Training – July 25, 2018, Caltrans District 04, Oakland
      Sign up no later than July 13, 2018 by contacting Jose Reyes at jose.reyes@dot.ca.gov or (510) 286-5233
   5.5 FY2018-19 Preliminary Obligation Plan for FHWA Funded Projects*
   5.6 Federal Inactive Obligations list updated weekly: http://www.dot.ca.gov/hq/LocalPrograms/Inactiveprojects.htm
      Currently Inactive: Sonoma County TPW, Cotati, Sebastopol, Windsor
6. SB743 Update - Example of VMT Estimation/Evaluation Tool – City of San Jose: http://www.sanjoseca.gov/vmt
7. Rail Update DISCUSSION
8. Other Business / Comments / Announcements DISCUSSION
9. Adjourn ACTION

*Materials attached.
**Materials handed out at meeting

The next S C T A meeting will be held July 9th, 2018
The next T A C meeting may be held on July 26th 2018
Copies of the full Agenda Packet are available at www.scta.ca.gov

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TAC Voting member attendance – (6 Month rolling 2017/2018)

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*One Vote
**One Vote

NB: No meeting held in December or February
Planning Advisory Committee

Thursday, June 21, 2018 – 9:00 a.m.
SCTA Large Conference Room
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401

ITEM

1. Introductions

2. Administrative
   2.1. Approval of the agenda – changes, additional discussion items- (ACTION)
   2.2. Review Meeting Notes from April 19, 2018 * – (ACTION)
   2.3. SCTA Planning Activities update*

3. Updates from group - DISCUSSION

4. Sonoma County Travel Behavior Study – Scope and Funding Plan*

5. Housing updates
   5.1. Permitting database*
   5.2. Roundtable discussion on creative approaches or regulatory fixes to incentivize or fill gaps in housing production.
   5.3. Housing legislation
      5.3.1. AB 2267 Sonoma County housing legislation – see attached summary and full text of the bill at https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201720180AB2267
      5.3.2. State housing bill presentation by Goldfarb Lipman Attorneys to BAPDA May 4, 2018 http://bapda.net/events/2018spring/Understanding_the_2017_Housing_Bills.pdf

6. SB743 Update – Example of VMT Estimation/Evaluation Tool – City of San Jose: http://www.sanjoseca.gov/vmt

7. Other Business /Next agenda

8. Public Comment

9. Adjourn -(ACTION)

*Attachment

The next SCTA meeting will be July 9, 2018
The next PAC meeting will be August 16, 2018

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Transit – Technical Advisory Committee

MEETING AGENDA

June 13, 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: May 9, 2018 – ACTION*
3. Transit Operator Updates – Discussion
4. Clipper Update, if available – Discussion
5. Technology Update (real-time information, AVL, passenger counters, fare apps, etc.) – Discussion
6. Measure M Reauthorization Update – Discussion
7. Regional Measure 3 Results – Discussion
8. Electric Bus Infrastructure Needs - Discussion
9. Agenda Items for July 17 TPCC and July 11 T-TAC - Discussion
10. Other Business / Comments / Announcements
11. Adjourn - ACTION

*Materials attached
**Materials to be handed out

The next SCTA/RCPA meeting will be held July 9, 2018
The next T-TAC meeting will be held July 11, 2018

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