BOARD OF DIRECTORS
AGENDA PACKET

Monday, September 10th, 2018
2:30 p.m.

City of Santa Rosa City Council Chambers
Santa Rosa City Hall
100 Santa Rosa Avenue
Santa Rosa, California
BOARD OF DIRECTORS AGENDA

September 10, 2018 – 2:30 p.m.

Santa Rosa City Council Chambers
Santa Rosa City Hall, 100 Santa Rosa Avenue, Santa Rosa, CA 95404

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 July 9, 2018 meeting (ACTION)*
      3.2. Admin – Amendment of Conflict of Interest Codes for SCTA Resolution No. 2018-013 and RCPA Resolution No. 2018-004 (ACTION)*
      3.3. Shift – Center for Climate Protection amendment to contract for service related to Shift implementation (ACTION)*
      3.4. Shift – Santa Rosa Car Share Pilot Program, Amendment 1 to Agreement SCTA18007 with Zipcar (ACTION)*

   B. RCPA Items
      3.5. Admin – audit adjustment to FY17/18 RCPA budget (ACTION)*
      3.6. BayREN – amendment to contract budget for Association of Bay Area Governments (ACTION)*

   C. SCTA Items
      3.7. Measure M – SMART multi-use path amendment to cooperative agreement M71300-A1 and appropriation request (ACTION)*
      3.8. Measure M – contract with Fremier Enterprises, Inc. for project and program management services (ACTION)*
      3.9. Measure M – de-obligation of Measure M funds for the Sonoma County Department of Health Services (DHS) Safe Routes to School Phase of the Bike Safety and Education Project
      3.10. Travel Model – contract with Fehr and Peers to conduct a travel behavior study (ACTION)*

4. Regular Calendar

   A. SCTA/ RCPA Items
      4.1. Admin – SCTA/RCPA office relocation; approval of lease for 411 King Street (ACTION)*
      4.2. Air District – Diesel Free by 2033 initiative (ACTION)*
      4.3. Community Affairs Report – (REPORT)*

   B. RCPA Items
      4.4. RCPA Projects and Planning
           4.4.1. RCPA Activities Report – (REPORT)*
C. **SCTA Items**

4.5. SCTA Planning

4.5.1. **Housing** – housing projects in the pipeline and update on housing items (REPORT)*

4.5.2. **Plan Bay Area** – solicitation for transformative projects (ACTION)*

4.5.3. **Planning Activities Report** – (REPORT)*

4.6. SCTA Projects and Programming

4.6.1. **Safe Routes to School** – contract with Sonoma County Bicycle Coalition for program implementation (ACTION)*

4.6.2. **SB1** – position on Proposition 6 (ACTION)*

4.6.3. **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*

5.4. SCTA/RCPA staff report

5.5. Announcements

6. **Adjourn**

*Materials attached.

The next **SCTA/RCPA** meeting will be held **October 8, 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 the SCTA/RCPA at least 72 hours prior to the meeting to ensure arrangements for accommodation.

SB 343 DOCUMENTS RELATED TO OPEN SESSION AGENDAS: Materials related to an item on this agenda submitted to the SCTA/RCPA after distribution of the agenda packet are available for public inspection in the SCTA/RCPA office at 490 Mendocino Ave., Suite 206, during normal business hours.

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BOARD OF DIRECTORS MEETING
Meeting Minutes of June 11, 2018

1. Call to order the meeting of the Sonoma County Transportation Authority (SCTA) and the Sonoma County Regional Climate Protection Authority (RCPA)

Meeting called to order at 2:33 p.m. by 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 Landman, City of Cotati; Director Mackenzie, City of Rohnert Park; Director Mansell, City of Healdsburg; Director Miller, City of Petaluma; Director Rabbitt, Supervisor, Second District; Director Salmon, Town of Windsor; Director Zane, Supervisor, Third District.

Directors Absent: Director Gurney, City of Sebastopol.

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 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 (ACTION)*

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

4. Regular Calendar

A. SCTA/RCPA Items

4.1. Bike Share –

- Presentation on project approach and schedule
- Funding agreements with MTC and Transportation Authority of Marin

Dana Turrey updated the Board of Directors on the Bike Share program. The grant for the program was awarded to SCTA and the Transportation Authority of Marin (TAM) by MTC.

This will be a pilot program set to be placed along the SMART corridor to support SMART ridership by providing an option for the first and last mile to and from the stations, as well as supporting VMT and GHG reduction goals, support economic development in PDAs, reduce automobile dependency, and to provide an additional low-cost alternative option in Communities of Concern.

The safety, equity, and interoperability requirements were described to the Board of Directors, including standards for the bike share industry. Clipper is set to be used as the membership identifier and quarterly trip and membership data will be shared with MTC. This
data will also be useful in the annual program analysis relating to mode shift.

The proposed program includes both Marin and Sonoma Counties and the locations of the bicycles are focused on SMART’s Phase 1 stations with downtown destinations, university connections, and links to employment centers.

The proposal includes over 160 bicycles in seven cities along the SMART corridor with project partnerships with the City of Santa Rosa, Rohnert Park, Cotati, Petaluma, Novato, San Rafael, and Larkspur.

Public outreach will further seek to identify service areas after vendor selection.

The program implementation outline was described, adding that a recommendation for a Request for Information (RFI) to confirm the latest technology to be issued. The Bike Share industry is increasing as more than 120 cities in North America have launch such systems.

Furthermore, a two-county Policy Advisory Committee will be established to review the responses to the RFI and determine preferred elements to include in the Request for Proposals.

Staff requested the Chair to appoint members from the Board of Directors to the steering committee.

Ms. Turrey further described the funding framework. $826,000 was awarded by MTC and an 11.47% match is required. Sponsorships and additional grants maybe also be required for the unfunded operating costs – the responses for the RFI will help determine these potential unfunded areas.

Ms. Turrey outlined the action items presented before the Board of Directors: a funding agreement between MTC and SCTA and a Cooperative Agreement between SCTA and TAM.

Chair Russell recommended Directors Mackenzie, Landman, Coursey, and Miller as representatives on the Ad-Hoc Policy Advisory Committee.

Director Mansell recalled the continued experience with Zagster, the bike share program currently in operation in Healdsburg, and suggested consideration of private-public partnership, citing the need for additional revenues via advertisements, and to learn from other experiences with bike share programs that will provide service to everyone who will use it.

Director Rabbitt agreed with the Private-Public Partnership for advertisement, and wondered about the utilization of the first- last mile concept and if staff considered the idealization of the bicycles – the difference between using a bicycle to bike to work or as recreation.

Additionally, Director Rabbitt spoke on the fares to use the bicycles and if a transfer credit would be available for the use of public transit; noting this is something to think about moving forward.

Director Coursey asked if there is an estimated time on when the bicycles would be available.

Ms. Turrey responded that it is hard to say when the bicycles would be available for use, however there is an ambitious hope to have them available in the summer 2019. The RFI is aimed to be released at the end of the month.

Director Coursey asked if SMART has a role in this program.

Ms. Turrey responded that SMART will be included on the Technical Advisory Committee, so if there is a need for physical infrastructure on their property, they would then have an interest in the
model of the system and how it interacts with the train.

Vice Chair Gorin expressed excitement for the bike share program and referred to it as an important step for Sonoma County as another form of transportation.

Vice Chair Gorin recalled ambitions during her time as Mayor of Santa Rosa for a bike share program and stated that this is a perfect environment for a bicycle share program. The City of Sonoma was also recently named a bicycle friendly community.

Vice Chair Gorin wondered if this program is successful, when will the opportunity for cities not currently in SMART corridor, such as Sebastopol, Healdsburg, and the Sonoma Valley, be a part of the bike share network.

Ms. Turrey responded there is a plan to work with a vendor to establish a mechanism for expansion, if it becomes a possibility.

Vice Chair Gorin further stated the Sonoma Valley Trail is a good link for the bike network in the Sonoma Valley.

Director Zane commented that there is never a bad time to do a bike share program and there would be increased SMART ridership if there were more bicycles available. Questioned on the type of docking system that will house the bicycles, such as if the bike share program will have dockless bicycles.

Ms. Turrey responded that decision has not been made and described the options between docked and dockless bikes that will both have GPS and reservation equipment on the bike.

Director Zane further commented on the time needed for residents to try something new and the importance to do a data gathering with SMART. The third SMART train car was added because the bicycles were running out of room on the train.

Director Zane questioned the distribution of funding between Sonoma and Marin counties.

Director Landman expressed support for the RFI and suggested to request additional information about the potential customers – what works, what does not work in the bike share industry and the short term versus long term uses.

Director Miller expressed interest in additional feedback from other jurisdictions on docked versus dockless systems for the bicycles and what the jurisdictions are doing to address the problems with dockless.

Director Mackenzie stated this is a changing field and is intrigued by geo fencing. Sonoma County is still a quasi-rural county and the program needs to look at the audience who will use the bicycles.

Director Mackenzie further stated that SMART is close to capacity vis-a-vie commuters bringing on their bicycles.

Chair Russell expressed amazement on the bike share program in New York City area, and is hopeful that challenges in Sonoma County can be dealt with.

Director Mansell echoed similar concerns regarding funding that was risen by Director Zane and wondered when this can be talked about.

Suzanne Smith responded this is a joint application with TAM for the grant with a theory of assessing the needs. This concept is new in the area and a 50/50 spilt in funding between the two counties was deemed fair as this program is introduced.
Director Zane spoke in the connector routes and connectivity for transit, and suggested the need for similar connection routes for bicycles.

Director Landman commented on the topic of advertising and when the time comes, consider the costs associated with and without advertisements.

Chair Russell looked to the Board of Directors for a motion to approve the funding agreements with MTC and TAM.

Director Landman moved for approval, Director Miller seconded.

The funding agreements were unanimously approved.

4.2. **Community Affairs Report** – (REPORT)*

Brant Arthur updated the Board of Directors on an award recently received.

The Highway 101 Petaluma River Bridge was awarded the Excellence in Partnering Award by Caltrans. This is regarded as a great award for the staff, as the award embodies “open and honest communication, trust, understanding and teamwork.”

Director Mackenzie announced that MTC will be visiting jurisdictions to ensure that the technical information is available that can be used for messaging the importance of SB-1.

Director Rabbitt asked how soon the project signs can be placed on the road- and highways.

Suzanne Smith responded that staff will look into this and highlighted the importance of the language “your gas tax dollars at work.”

Mr. Arthur also updated on the Sonoma Clean Power’s DriveEV program. The RCPA will be supporting the program and is set to launch August 1st.

Director Miller commented on SB-1 and encouraged to have jurisdictions utilize social media on what the gas tax funds are being used for to help residents understand the impact of the potential repeal.

As well, Director Miller was pleased to see Petaluma dealerships included with the DriveEV program.

Director Agrimonti asked how drivers of electric vehicles will know where all the EV chargers will be installed.

Mr. Arthur responded that, in reference to PG&E’s EV Charge Network, staff is working to identify the locations in Sonoma County.

Mr. Arthur announced the Santa Rosa Junior College was awarded $5 million for a microgrid demonstration project.

4.3. **Legislative** – update on legislation.

Suzanne Smith updated the Board of Directors on AB 2267 (Wood). The bill passed the Senate Environmental Quality Committee. Negotiations continue, and the bill will next be presented to the Senate Appropriations Committee.

Director Mackenzie announced a lawsuit against Regional Measure 3 (RM3) was received. The Howard Jarvis Taxpayers Association has sued the Bay Area Toll Authority because the voters should have passed RM3 by a two-thirds vote, not a simple majority. The association is arguing the toll increase is a tax, and not a fee. To the best of the understanding, there has not been litigation in the past on this topic and no case law to reference.
Director Miller asked if an injunctive relief was requested.

Director Mackenzie responded no action has been taken as of now and the toll increases are still set to increase in January 2019.

B. RCPA Items

4.4. RCPA Projects and Planning

4.4.1. GHG Inventory

– comprehensive 2015 GHG inventory (ACTION)*

Julian Ruzzier-Gaul presented the 2015 Greenhouse Gas Inventory (GHG) to the Board of Directors. This presentation, and document, includes the final findings and data specific to each jurisdiction.

The Climate Action 2020 Plan was aligned to work alongside the state GHG reduction goals.

Mr. Ruzzier-Gaul described the timeline which outlined actions that were taken regarding GHG reduction measures, recalling the adoption of the Climate Action 2020 and the Shift Sonoma County Plan.

The GHG inventory calculated emissions from the building energy, transportation and land use, solid waste, water and wastewater, and livestock and fertilizer sectors. The update followed the ICLEI U.S. Community Protocol for Accounting and Reporting GHG emissions, which remains consistent with the 2010 update.

The three main emissions considered are carbon dioxide, methane, nitrous oxide.

The countywide emissions levels for 2010 and 2015 were briefly described, and the 2015 update illustrated the countywide GHG emissions remain 9% below 1990 levels. GHG inventory updates are planned for every three years.

The two highlights for this update are that transportation continues to be the major contributor of GHG emissions in the county since more vehicles are driving further distances – totaling more than 260,000 miles were driven per day when compared to the 2010 update.

The second main highlight is the decrease of 33% in the building energy sector, which is attributed to the inception of Sonoma Clean Power.

The jurisdiction details were described. Generally, only four jurisdictions, Cloverdale, Healdsburg, Petaluma, and the City of Sonoma, saw emissions increase. Notwithstanding, the per capita emissions are in alignment with the GHG emissions.

The full report is available online at: rcpa.ca.gov/emissions

Aleka Seville expressed appreciation for Mr. Ruzzier-Gaul for his work on this report. The report is going to benefit the county for the years to come.

Ms. Seville discussed the next steps. Staff has been meeting with member jurisdictions to understand the needs and barriers on implementation efforts, noting the level of support the RCPA can provide.

There is an expression of desire for implementation. With all the programmatic work that has been completed, Ms. Seville acknowledged there is a direct link between what member jurisdictions are doing on the ground and which jurisdictions are in need of support.

There is an interest to do an update to the Climate Action 2020 Plan. While considering implementation, this update will focus on status updates and will be associated with the next GHG inventory update. The GHG Inventory update will be done every three years.
Director Mackenzie called attention to the methodology, citing the Center for Climate Protection using a different method and data source and asked if there is synchronization in the methodology.

Mr. Ruzzier-Gaul responded this inventory uses more data, is more detailed, and studies deeper in emissions. There has been conversations with the Center on Climate Protection on how these inventory processes can be aligned moving forward.

Director Mackenzie commented on the importance for a synchronization instead of two separate entities for these reports.

Suzanne Smith expressed agreement and added the ability to provide a deeper dive in these studies can be a role the RCPA should and will play.

Director Zane commented on the Bay Area Air Quality Management District’s role in climate change and announced a new initiative “Diesel Free by ‘33” to reduce GHG emissions.

Director Zane further commented on the rebounding economy, the trends of the three cities with the highest per capita emissions seem to have the highest per capita income, and the level of toxins that are emitted from the oil refineries.

Director Mansell commented on the role the housing challenge is in the County, and cited an individual who lives in Rohnert Park seeking a job in Healdsburg.

Director Mansell further thanked Staff for this report, referring to the inspiration the document brings, and mentioned the Healdsburg City Manager has announced the closure of City Hall on Fridays for GHG emissions.

Director Mansell championed housing, as this element is the most significant challenge when thinking about the increase of driving in Sonoma County.

Vice Chair Gorin spoke on the three cities with the highest per capita income, citing the tourism these cities experience, and conveyed the reliance of driving due to an ineffective public transportation system to, and around, the Sonoma Valley, and conveyed these GHG increases are more than just income.

Director Agrimonti spoke on one apartment complex with 48 units that is set to break ground in 2019. The increase on GHG emissions issue is outside Sonoma (city) and expressed agreement with Vice Chair Gorin’s comments.

Chair Russell commented on the lack of a public transportation system in Sonoma County. The economy point is worth mentioning, especially in regards to the changing environment of working from home. The statistics on working from home are promising in an aim to reduce GHG emissions.

Chair Russell expressed complete appreciation with the work conducted by the RCPA.

Director Rabbitt wondered if there is, on occasion, a comparison study (on GHG emissions) with other jurisdictions, such as Marin County.

Ms. Smith responded that staff will look into the compartmental data, adding that MTC collects emissions data.

Ms. Seville supported the comment by Director Rabbitt and added that there are more areas to look into considering the next update in the three years.

Chair Russell opened for public comment.
Steve Birdlebough, Sonoma County Transportation and Land Use Coalition, commended staff for the work on the report. There will always be fine print to deal with around numbers and understanding how to reconcile the data between researchers. In time, those will be resolved and this report is an example what other counties should do.

Mr. Birdlebough also commend the Board of Directors for their work.

260,000 more miles per day driven in 2015 than in 2010 is a concern, as there is suspect the trend will not entirely reduce by 2020.

Mr. Birdlebough suggested the reliance on price signals, i.e. the cost to ride a bicycle versus driving a car, and to consider subsidizing transit.

Teri Shore, Greenbelt Alliance, thanked the RCPA for the easy-to-read/understand report. It will be interest to see the impacts on GHG emissions in the next update with SMART in operation and the effects of the wildfires.

Ms. Shore expressed the interest of Greenbelt Alliance for the next update to look at the land use polices and the impact of the GHG emissions through VMT.

Additionally, in reference of the renewal of Measure M, Ms. Shore recalled the idea to tie the funds to how well jurisdictions are doing to reduce VMT. The county and cities are committed to maintain UGBS.

Lastly, Ms. Shore expressed excitement to see Sebastopol’s free shuttle around town and suggested the benefits of these shuttles around Sonoma County.

Rick Coats, EcoRain, commented on his service on the policy advisory council with MTC and discussed the contribution of congestion on the highways that tourism brings.

Mr. Coats suggested a SMART train that also catered to tourism would help the levels of congestion and cited the money spent on Highway 101 that will induce demand, and increase congestions and VMT. Mr. Coats suggested for more funding for transit connections.

Director Salmon spoke on land use and the process for reviewing land use decisions and the suburban versus infill models as transportation is showing to be the driver for the increased GHG emissions.

4.4.2. **RCPA Activities Report**

Aleka Seville noted this information will be presented to groups going forward.

The EV coordination with PG&E continues. Ms. Seville recalled at the previous SCTA/RCPA Board of Directors meeting, Staff reported on work with PG&E on Resilient Charging Stations. PG&E has decided not to file with the CPUC for a new program; rather, this is aimed to achieve the same goals through other existing programs.

BAAQMD has awarded the RCPA $250,460 for an E-bike incentive program. The scope of the program will be presented in the fall and is modelled after the Sonoma Clean Power’s DriveEV program.

Director Landman expressed support for the E-bike incentive program, stating this is a good idea.
C. SCTA Items

4.5. SCTA Planning

4.5.1. Planning Activities Report (REPORT)*

Janet Spilman drew attention to the Safe Routes to School program. The RFP has been released and a deadline for July 31, 2018 has been set. There is an anticipation for contract to be presented before the Board of Directors in September.

Director Coursey spoke on the Zipcar Car Share program. In reference to the expiration of the contract in August, Director Coursey wondered if there is any reason why the Zipcar Car Share program should not keep going.

Dana Turrey answered there is no desire to end the program, but Staff continues to work with Zipcar and added there were 27 reservations in the month of April.

Director Coursey continued by asking if there is more marketing than through the app and advertisements at SMART stations.

Ms. Turrey added there are digital advertisings on media outlets as well as print advertisements.

4.6. SCTA Projects and Programming

4.6.1. SB1 – 2019 Local Partnership Program formulaic funds proposed programming (ACTION)*

Seana Gause introduced the 2019 Local Partnership Program formulaic funds. These funds come from Senate Bill 1. The first round of projects were programmed by this Board to aid in fire recovery efforts – bicycle and pedestrian improvements in the area of Coffey Park and to highway 101 to aid in the increased congestion brought on by the loss of housing.

For the upcoming cycle, the CTC has approved a somewhat accelerated program schedule. This was made to ensure projects were programmed ahead of the November election. Staff has worked with the jurisdictions to meet this accelerated schedule. The call for projects application is due on August 29, 2018.

The proposed list of projects presented to the SCTA Board of Directors include pedestrian safety improvements and pavement improvements of various roadways in the unincorporated areas of Sonoma County.

The pedestrian safety improvements include the installation of the High Intensity Activated Crosswalks (HAWK) on Airport Boulevard near the Airport SMART station and at Old Redwood Highway and Lark Center Drive.

The SCTA Technical Advisory Committee has reviewed and approved the proposed list.

Director Landman was thankful for the clear report and expressed hope that for the next cycle there will be enough time for stakeholders to review proposed list of projects; otherwise, is supportive of the proposed list of projects to be submitted.

Director Miller supported the comments by Director Landman.

Director Zane added that countdown on the pedestrian meters are needed as well, as there is a concern that pedestrian improvements are not catching up with the aging population in Sonoma County.

Chair Russell commented on the concern of the short timers in crosswalks.

Director Salmon

Vice Chair Gorin spoke on the near completion of the Springs Specific Plan and spoke on the
activated pedestrian crosswalks along the corridor. Vice Chair Gorin asked if there is there a potential to lump some improvements in crosswalks into action in the future.

Ms. Gause responded that if it is done through a call for projects, a standard process would incorporate anything any jurisdictions would like.

Suzanne Smith added that if Senate Bill 1 is not repealed in November, then a call for projects can be conducted. If Senate Bill 1 is repealed, there will be no funding available.

Director Miller moved for adoption of the 2019 Local Partnership Program formulaic funds, Director Salmon seconded.

The motion was approved unanimously.

4.6.2. Highways Report – (REPORT)

James Cameron reported to the Board of Directors on the State highways.

**Project 10: MSN C-2 (Central Petaluma HOV lanes)**

Staff is working on the revalidation of the EIR to allow utility relocation, which includes facilities belonging to the City of Petaluma, Sonoma County Water Agency, and PG&E.

The draft environmental permits have been completed and are pending comment and approval. Furthermore, the CTC approved the Resolution of Necessity which allows the Right of Way acquisition to be completed by the end of the calendar year.

**Project 11: MSN B2 Phase 2 – Sonoma Median Widening**

The contractor has now established a staging and coordination plan that will create ease for the two contractors to perform construction with access and egress.

**State Route 37 Corridor Protection and Enhancement Project**

The final corridor plan is posted on the SCTA website. Mr. Cameron highlighted two minor technical changes were made based on stakeholders input on the Environmental Resources exhibit and the Bicycle-Pedestrian Access exhibit.

5. Reports and Announcements

5.1. Executive Committee report

Chair Russell reported on the Executive Committee meeting, reporting on the priorities of the new fiscal year, the evaluation of the Executive Director, and discussed the draft goals for 2018/2019.

5.2. Regional agency Report

**MTC:**

Director Rabbitt spoke on a recent attendance in Sacramento where housing and transportation topics were discussed and spoke on the SB-1 repeal effort.

**SMART:**

Chair Russell announced the recent SMART Board of Director’s meeting was cancelled.

**Golden Gate Bridge District:**

Director Rabbitt announced the Golden Gate Bridge District will be looking into purchasing a ferry for service and reported on the suicide deterrent net for the Golden Gate Bridge.
5.3. Advisory Committee agendas*

The agendas for the SCTA advisory committees were included in the agenda packet for the Board of Directors’ information.

5.4. SCTA/RCPA staff report

Included in the agenda packet.

5.5. Announcements

The SCTA/RCPA Board of Directors meeting will not be held in August; the next meeting will be on September 10th, 2018.

6. Adjourn

Meeting adjourned at 4:50 p.m.
Staff Report

To:  SCTA/RCPA Board of Directors
From:  Suzanne Smith, Executive Director
Item:  3.2 – Amendment of Conflict of Interest Codes for SCTA and RCPA
Date:  September 10, 2018

Issue:
Shall the Sonoma County Transportation Authority (SCTA) and the Sonoma County Regional Climate Protection Authority (RCPA) amend the conflict of interest code?

Background:
The Political Reform Act requires every local government agency to review its conflict of interest code biennially. No later than October 1, 2018 each agency must submit a biennial notice to the office of the Sonoma County Board of Supervisors indicating whether or not an amendment is necessary.

If an amendment to an agency’s conflict of interest code is needed, the amended code should be approved by the agency’s board of directors or commissioners prior to being forwarded to the County Board of Supervisors for approval within 90 days of biennial notice due date (December 30, 2018). The County Board of Supervisors is the code reviewing body for county agencies and other government agencies solely within the county. An agency’s amended code is not effective until it has been approved by the County Board of Supervisors. Once the amended code is approved the agency will receive notice of the effective date of approval.

The SCTA and the RCPA have reviewed its conflict of interest code and determined that amendments are required for both entities. The amendment to the SCTA conflict of interest code is necessary to add the title of an existing position – Senior Project/Program Specialist. The position title was revised and approved by the SCTA/RCPA Board of Directors on October 12, 2015. The position is vacant at the present time. The amendment to the RCPA conflict of interest code is necessary to revise the description of the consultant disclosure category.

Policy Impacts:
This action will amend the conflict of interest codes that are legally required for the SCTA and the RCPA to operate.

Fiscal Impacts:
This action has no fiscal impact to the SCTA or the RCPA.

Staff Recommendation:
Review and consider adopting the SCTA Resolution No. 2018-013, and the RCPA Resolution No. 2018-004, amending the conflict of interest codes for both agencies; the Sonoma County Transportation Authority, and the Sonoma County Regional Climate Protection Authority.
RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY TRANSPORTATION AUTHORITY, COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING A CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act, Government Code sections 81000 et seq., requires state and local government agencies to adopt Conflict of Interest Codes, and to review those codes every two years; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard conflict of interest code and which can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments to the Political Reform Act, and

WHEREAS, the Sonoma County Transportation Authority wishes to adopt this standard code and designate which officers and employees should disclose financial interests and describe which interests must be disclosed, and

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix A and Appendix B, in which members and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of the Sonoma County Transportation Authority, and

2. Pursuant to Section 4 of the standard code, board members shall file statements of economic interest with the Sonoma County Transportation Authority clerk, who shall retain a copy and forward the original for filing with the Clerk of the Sonoma County Board of Supervisors. Designated employees shall file statements with the Sonoma County Transportation Authority clerk who shall retain them at the main place of business of the Sonoma County Transportation Authority. Any Sonoma County Transportation Authority board member or other designated employee already required to submit a disclosure statement (Form 700) pursuant to Government Code section 87203 may submit a copy of that statement in lieu of any filing required by this code provided that no additional disclosure would be required by this code.

THE FOREGOING RESOLUTION was moved by Director ____, seconded by Director ____, and approved by the following vote:

Director Agrimonti ______________________ Director Mansell ______________________
Director Coursey _______________________ Director Miller ______________________
Director Gorin _________________________ Director Rabbitt ______________________
Director Gurney ________________________ Director Russell ______________________
Director Landman ______________________ Director Salmon ______________________
Director Mackenzie ____________________ Director Zane ______________________

Ayes:      Noes:      Absent:    Abstain:
Resolution No. 2018-013
Sonoma County Transportation Authority
Santa Rosa, California
September 10, 2018

SO ORDERED

I, the undersigned, certify that the foregoing resolution was duly adopted at a regular meeting of the Board of Directors of the Sonoma County Transportation Authority held on September 10, 2018.

______________________________________
Suzanne Smith, Executive Director
Clerk, Sonoma County Transportation Authority
# APPENDIX A

<table>
<thead>
<tr>
<th>Designated Positions</th>
<th>Disclosure Categories</th>
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<tbody>
<tr>
<td>Member of the Board of Directors</td>
<td>1, 2</td>
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<tr>
<td>Executive Director</td>
<td>1, 2</td>
</tr>
<tr>
<td>Director of Projects and Programs</td>
<td>1, 2</td>
</tr>
<tr>
<td>Director, Planning &amp; Public Outreach</td>
<td>1, 2</td>
</tr>
<tr>
<td>Director of Climate Programs</td>
<td>1, 2</td>
</tr>
<tr>
<td>Senior Planner</td>
<td>1</td>
</tr>
<tr>
<td>Planner</td>
<td>1</td>
</tr>
<tr>
<td>Project/Program Specialist</td>
<td>1</td>
</tr>
<tr>
<td><strong>Senior Project/Program Specialist</strong></td>
<td>1</td>
</tr>
<tr>
<td>Consultants</td>
<td>*</td>
</tr>
</tbody>
</table>

*Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code, subject to the following:

The Chairperson may determine in writing that a particular consultant, although in a “designated position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of the disclosure requirements. The Chairperson’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.
APPENDIX B

Disclosure Categories ¹

Category 1: Sources of income from, and investments and business positions in, business entities that engage in land development, construction, or the acquisition or sale of real property; and all interests in real property.

Category 2: Sources of income from, and investments and business positions in, business entities that provide services, supplies, material, machinery, or equipment of the type utilized by SCTA or in projects funded by SCTA.

¹ Only investments in and sources of income from business entities, and sources of income, which do business in the geographic area of the County, or real property interests located in the County, need to be reported.
RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY REGIONAL CLIMATE PROTECTION AUTHORITY, COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING ITS CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act, Government Code sections 81000 et seq., requires state and local government agencies to adopt conflict of interest Codes, and

WHEREAS, the Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard conflict of interest code and which can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments to the Political Reform Act, and

WHEREAS, the Sonoma County Regional Climate Protection Authority wishes to adopt this standard code and designate which officers and employees should disclose financial interests and describe which interests must be disclosed, and

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix A and Appendix B, in which members and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of the Sonoma County Regional Climate Protection Authority, and

2. Pursuant to Section 4 of the standard code, board members shall file statements of economic interest with the Sonoma County Regional Climate Protection Authority clerk, who shall retain a copy and forward the original for filing with the Clerk of the Sonoma County Board of Supervisors. Designated employees shall file statements with the Sonoma County Regional Climate Protection Authority clerk who shall retain them at the main place of business of the Sonoma County Regional Climate Protection Authority. Any Sonoma County Regional Climate Protection Authority board member or other designated employee already required to submit a disclosure statement (Form 700) pursuant to Government Code section 87203 may submit a copy of that statement in lieu of any filing required by this code provided that no additional disclosure would be required by this code.

THE FOREGOING RESOLUTION was moved by Director ___, seconded by Director ___, and approved by the following vote:

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

Ayes: _  Noes: _  Absent: _  Abstain: _
Resolution No. 2018-004
Sonoma County Regional Climate Protection Authority
Santa Rosa, California
September 10, 2018

SO ORDERED

I, the undersigned, certify that the foregoing resolution was duly adopted at a regular meeting of the Board of Directors of the Sonoma County Regional Climate Protection Authority held on September 10, 2018.

Suzanne Smith, Executive Director
Clerk, Sonoma County Regional Climate Protection Authority
Resolution No. 2018-004
Sonoma County Regional Climate Protection Authority
Santa Rosa, California
September 10, 2018

APPENDIX A

<table>
<thead>
<tr>
<th>Designated Positions</th>
<th>Disclosure Categories</th>
</tr>
</thead>
<tbody>
<tr>
<td>Member of the Board of Directors</td>
<td>1, 2</td>
</tr>
<tr>
<td>Consultants</td>
<td>*</td>
</tr>
</tbody>
</table>

*Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code, subject to the following:

The Chairperson may determine in writing that a particular consultant, although in a “designated position” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of the disclosure requirements. The Chairperson’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

The positions of Executive Director of SCTA, Director of Climate Programs at SCTA, and Project/Program Specialist of SCTA, and Senior Project/Program Specialist, assigned to RCPA projects shall function as consultants to RCPA and report any interests in Disclosure Categories 1 and 2.
Appendix B

Disclosure Categories ¹

**Category 1:** Sources of income from, and investments and business positions in, business entities that engage in land development, construction, or the acquisition or sale of real property; and all interests in real property.

**Category 2:** Sources of income from, and investments and business positions in, business entities that provide services, supplies, material, machinery, or equipment of the type utilized by RCPA or in projects funded by RCPA.

¹ Only investments in and sources of income from business entities, and sources of income, which do business in the geographic area of the County, or real property interests located in the County, need to be reported.
Staff Report

To: RCPA Board of Directors
From: Brant Arthur, Community Affairs Specialist

Item: 3.3 – Center for Climate Protection amendment to contract for service related to Shift implementation

Date: September 10, 2018

Issue:
Shall the Board authorize staff to execute the first amendment to Agreement RCPA18004 with the Center for Climate Protection (CCP) for additional assistance to increase awareness of Zero Emission Vehicles (ZEVs) among large- and medium-sized employers in Sonoma County?

Background:
The RCPA was awarded a $300,000 EV Readiness Plan implementation grant by the California Energy Commission (CEC) for implementation of the Shift Sonoma County Low-Carbon Transportation Plan. The work plan included scope for several sub-contractors to assist with implementation and provide key skills. As the CCP provided comprehensive plug-in electric vehicle knowledge and familiarity with project stakeholders and the public; the original agreement covered the development of a local knowledge base and help desk as part of the CEC work plan.

In order to complete the scope of work, the RCPA requires additional sub-contractor support to increase awareness of Zero Emission Vehicles (ZEVs) among large- and medium-sized employers in Sonoma County. The Center for Climate Protection (CCP) has extensive experience working with local employers, including dedicated staff, and would leverage its Business for Clean Energy (BCE) network to maximize the impact of the grant funds.

Policy Impacts:
None.

Fiscal Impacts:
The expanded budget for this amendment is $48,000, which will be reimbursed by a $300,000 EV Readiness Plan implementation grant by the California Energy Commission, and is included in the Draft Budget for FY18/19.

Background:
Staff recommends that the Board authorize staff to execute the first amendment to agreement RCPA18004 subject to final review and approval by legal counsel.
FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment ("Amendment"), dated as of September 11, 2017, is by and between the Sonoma County Regional Climate Protection Authority (hereinafter “RCPA”), and the Center for Climate Protection, a non-profit organization (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, RCPA and Consultant entered into that certain Agreement, dated September 11, 2017, for the purpose of providing skilled and knowledgeable professional consulting services to develop a community electric vehicle knowledge base; and

WHEREAS, County and Consultant desire to amend the Agreement to provide additional services, to increase awareness of Zero Emission Vehicles (ZEVs) among large- and medium-sized employers in Sonoma County;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Paragraph 3.4.2 shall be amended to read as follows:

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 RCPA to be key personnel whose services were a material inducement to RCPA to enter into this Agreement, and without whose services RCPA would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of RCPA. With respect to performance under this Agreement, Consultant shall employ the following key personnel:

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Job Classification / Title</th>
<th>Labor Rate ($ per hour)</th>
<th>Estimated # of Hours</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doron Amiran</td>
<td>Electric Vehicle Program Manager</td>
<td>$52</td>
<td>812.5</td>
<td>$42,250</td>
</tr>
<tr>
<td>Barry Vesser</td>
<td>Business for Clean Energy Program Manager/ Deputy Director</td>
<td>$74</td>
<td>35</td>
<td>$2,590</td>
</tr>
<tr>
<td>Susan Shelton</td>
<td>Business for Clean Energy Coordinator</td>
<td>$52</td>
<td>60</td>
<td>$3,120</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$47,960</strong></td>
</tr>
</tbody>
</table>

2. **4.1 Total Costs** shall be amended to read as follows:

Total costs under this Agreement shall not exceed $48,000.
2. **Exhibit A – Scope of Work** shall be amended to read as follows:

   1. **Tasks** – The Center for Climate Protection will participate in a kick-off meeting to develop a specific work plan with associated deliverables to deliver on the following goals:

      a. Support the RCPA in creating a knowledge base with comprehensive information on meeting PEV needs in Sonoma County.
      b. Supply content and help test a new website to host the PEV Knowledge Base.
      c. Assisting in developing methods to track countywide progress in accelerating PEV adoption.
      d. Support the launch of a PEV Knowledge Base for Sonoma County.
      e. Support the launch of a Public-facing PEV website.
      f. Contribute to monthly progress reports in compliance with grant requirements.
      g. Coordinate one workshop for local business leaders and employers.
      h. Engage in at least 10 one-on-one consultations with key stakeholders in the business community.
      i. Conduct a survey of program participants to measure program success.
      j. Prepare an Interim Report on workplace charging in Sonoma County.
      k. Prepare a Final Report on workplace charging.

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

   3. This Amendment shall be governed by and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

RCPA AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date.
Center for Climate Protection

By: ________________________
    Ann Hancock, Executive Director

Date: ______________________

Sonoma County Regional Climate Protection Authority

Certificates of insurance are on file with and approved as to substance.

By: ________________________
    Suzanne Smith, Executive Director

Date: ______________________

APPROVED AS TO FORM FOR RCPA:

By: ________________________
    Cory O’Donnell, RCPA Counsel

Date: ______________________
Staff Report

To: Sonoma County Transportation Authority
From: Dana Turrey, Transportation Planner
Item: 3.4 – Santa Rosa Car Share Pilot Program, Amendment 1 to Agreement with Zipcar
Date: September 10, 2018

Issue:
Shall the SCTA Board ratify Zipcar Amendment SCTA18007-A1 for time extension only?

Background:
In December 2016, Caltrans approved a work plan for SCTA’s Congestion Mitigation and Air Quality (CMAQ) grant from the Metropolitan Transportation Commission’s (MTC) Climate Initiatives Program to implement a pilot car share program in Santa Rosa. The work plan includes up to $144,640 for contractor reimbursement of operating and marketing expenses, including free memberships and other incentives.

In August 2017, SCTA entered into a one-year agreement with Zipcar to put into service two vehicles in Santa Rosa. This agreement allotted Zipcar up to $72,300 annually in reimbursements for costs relating to operations and marketing. The attached amendment to the agreement extends the term of this agreement for one year, with no change to the annual budget limit.

Per requirements of the grant, SCTA may use any unexpended funds remaining after the initial two-year period for car share marketing, outreach, and education. Expenditures in the first year were under budget; therefore, funds will be available after the initial two-year period. SCTA and Zipcar will assess the program prior to the end of the amended term of the agreement to determine whether a second amendment to the agreement will be needed to continue funding these elements of the program.

Policy Impacts:
Car sharing reduces the need for vehicle ownership and reliance on single-occupancy vehicle travel, thereby reducing vehicle miles traveled and GHG emissions. Continuing the Santa Rosa Car Share Pilot Program supports the Comprehensive Transportation Plan goal to reduce greenhouse gas emissions through a reduction in vehicle miles travel.

Fiscal Impacts:
The amendment to the agreement with Zipcar does not result in any fiscal impacts, as the budget does not exceed the original total allotment of $144,640 or annual allotment of $72,300 for contractor reimbursements.

Staff Recommendation:
Staff recommends that the Board of Directors ratify the attached Amendment No. 1 to Contract SCTA18007 with Zipcar for time extension only.

Attachment:
SCTA18007-A1 – First Amendment to Agreement for Santa Rosa Car Share Pilot Program
FIRST AMENDMENT TO  
AGREEMENT for SANTA ROSA CAR SHARE PILOT PROGRAM  
ZIPCAR, INC. (CONTRACTOR) AND SONOMA COUNTY TRANSPORTATION AUTHORITY (SCTA)  

The Agreement for the Professional Services in Providing Car Share Services (Agreement) between Zipcar, Inc. (Contractor) and Sonoma County Transportation Authority (SCTA) is hereby amended as follows:  

A. Section 3, Term of Agreement, is amended to extend the term to August 14, 2019.  

B. The budget for contractor reimbursement in Exhibit B is replaced by that in the attached revised budget (Attachment I).  

C. This Amendment is effective August 14, 2018.  

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

Dated: 8/6/18  
Suzanne Smith, Executive Director, SCTA  

Dated: August 1, 2018  
Authorized  
Representative, Zipcar, Inc.  

Approved as to form:  

Adam Brand, Legal Counsel, SCTA
## Exhibit B-1: Budget

### Santa Rosa Zipcar Program

**Year 2 Budget: August 14, 2018 - August 14, 2019**

<table>
<thead>
<tr>
<th>Task Summary:</th>
<th>Budget</th>
<th>Cost</th>
<th>Units</th>
<th>Annual Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 2</td>
<td>Pilot project subsidy</td>
<td>$72,300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2B Parking fee subsidy</td>
<td></td>
<td>$140</td>
<td>12</td>
<td>$1,680</td>
</tr>
<tr>
<td>2C Parking fee subsidy - RRSQ</td>
<td></td>
<td>$140</td>
<td>12</td>
<td>$1,680</td>
</tr>
<tr>
<td>2C Parking fee subsidy - D&amp;5th</td>
<td></td>
<td>$140</td>
<td>12</td>
<td>$1,680</td>
</tr>
<tr>
<td>2C Operations subsidy - revenue guarantee*</td>
<td></td>
<td>$1,400</td>
<td>24</td>
<td>$33,600</td>
</tr>
<tr>
<td>2D Pilot period Marketing, outreach and education</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Free first-year memberships</td>
<td></td>
<td>$70</td>
<td>120</td>
<td>$8,400</td>
</tr>
<tr>
<td>Discounted second-year memberships</td>
<td></td>
<td>$35</td>
<td>30</td>
<td>$1,050</td>
</tr>
<tr>
<td>Local marketing</td>
<td></td>
<td>$2,150</td>
<td>12</td>
<td>$25,800</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$72,210</strong></td>
</tr>
</tbody>
</table>

* SCTA will guarantee Zipcar $1,400 in monthly revenue for each vehicle. This will be offset by any vehicle usage revenue. Full documentation of usage and revenue to be included in monthly invoices.

### Years 3-4 Budget: August 14, 2019 - August 14, 2021

<table>
<thead>
<tr>
<th>Task Summary:</th>
<th>Budget</th>
<th>Cost</th>
<th>Units</th>
<th>Annual Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 2</td>
<td>Pilot project subsidy</td>
<td>TBD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2E Extended Marketing, Outreach and Education*</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td></td>
</tr>
</tbody>
</table>

*Funds for extended marketing may be available in years 3 and 4 if Operations, Maintenance, and Marketing funds are not fully expended in years 1 and 2.*
Staff Report

To: SCTA-RCPA Board of Directors
From: Suzanne Smith, Executive Director
Item: RCPA FY2017/2018 Budget Adjustment to Legal Expenditures
Date: September 10, 2018

Issue:
Shall the RCPA adopt Resolution No. 2018-005 approving a budget adjustment necessary to allow for increased Legal services expense in the Final SCTA FY17/18 Budget?

Background:
The FY17/18 Final Budget approved on November 13, 2017 reflected legal expenses estimated at $163,456.

We divided the costs associated with the legal settlement with California River Watch over two fiscal years. We included 50% of the settlement amount in the FY17/18 RCPA budget and made the first payment as required. Since the remaining 50% was due in FY18/19, we included it in the preliminary FY18/19 RCPA budget. However, we were recently informed that accounting practices required us to budget the full expense in FY17/18 in order to record a liability for the second payment.

This proposed budget adjustment would increase the total FY 17/18 Legal services budget by $30,000 to $193,456.

Policy Impacts:
There are no new policy impacts resulting from the proposed FY17/18 final budget adjustment.

Fiscal Impacts:
There are no fiscal impacts. This adjustment is required in order to record the liability in the year in which it was incurred. The second installment of the settlement agreement will be paid in FY18/19, as originally budgeted.

Staff Recommendation:
Staff recommends that the Board adopt RCPA Resolution No. 2018-005 approving the final budget adjustment and authorize the Executive Director to sign the budgetary adjustment form.
RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY REGIONAL CLIMATE PROTECTION AUTHORITY, COUNTY OF SONOMA, STATE OF CALIFORNIA, ADOPTING AN ADJUSTMENT TO THE FINAL RCPA BUDGET FOR FISCAL YEAR 2017/2018 RELATED TO AN INCREASE IN RECORDING LIABILITY OF LEGAL EXPENSES

WHEREAS, a Final RCPA Budget for Fiscal Year 2017/2018 was prepared by the Executive Director and approved by the Sonoma County Regional Climate Protection Authority on November 13, 2018; and

WHEREAS, the Final RCPA Budget for Fiscal Year 2017/2018 approved on November 13, 2018 had insufficient appropriations to properly record the full liability of legal expenditures in the year in which the event occurred, and

WHEREAS, the Final RCPA Budget for Fiscal Year 2017/2018 requires a budgetary adjustment to accurately reflect the increase in legal costs, and record the legal liability at the fiscal year end, and

WHEREAS, the adjustment to the Final RCPA Budget for Fiscal Year 2017/2018 shall be processed as described in the Budgetary Adjustment Request Form attached hereto and incorporated herein as Attachment A.

NOW, THEREFORE, BE IT RESOLVED, that the Final RCPA Budget for Fiscal Year 2017/2018 be adjusted to accurately account for increase in legal expenses.

BE IT FURTHER RESOLVED, that the Executive Director, acting as Clerk of the Authority, shall deliver a certified copy of this resolution to the Sonoma County Auditor-Controller.

THE FOREGOING RESOLUTION, was moved by Director __, seconded by Director __, and approved by the following vote:

Director Agrimonti _______________ Director Mansell _______________
Director Coursey _______________ Director Miller _______________
Director Gorin _______________ Director Rabbitt _______________
Director Gurney _______________ Director Russell _______________
Director Landman _______________ Director Salmon _______________
Director Mackenzie _______________ Director Zane _______________

Ayes: Noes: Absent: Abstain:

SO ORDERED

I, the undersigned, certify that the foregoing resolution was duly adopted at a regular meeting of the Board of Directors of the Regional Climate Protection Authority held on September 10, 2018.

____________________________________
Suzanne Smith, Executive Director
Clerk, Sonoma County Regional Climate Protection Authority
WHEREAS, The 2017-2018 budget had insufficient appropriations to record a payable for the second installment of the California River Watch settlement

WHEREAS, 2017-2018 appropriations now are needed to record the payable

THEREFORE, BE IT RESOLVED, the County Auditor be and he is hereby authorized and directed to make the above appropriations within the authorized budget of Sonoma County Regional Climate Protection Authority

The foregoing resolution was introduced by DIRECTOR (   ) TRUSTEE (   )

, who moved its adoption, seconded by

, and adopted on roll call by the following vote:

DIRECTORS (   ) TRUSTEES (   )

NAME VOTE

AYES:_____ NOES:_____ ABSENT OR NOT VOTING: _____

WHEREUPON, the Chair declared the foregoing resolution adopted, and

Date ______________ SO ORDERED

Attested:
Signature: ___________________________ Signature: __________________________
Secretary/Clerk of the Board Chair

PS REV 07/14
## Exhibit A

**Sonoma County Regional Climate Protection Authority**  
**FY 2017-18 Final Budget - Budget Adjustment 9/10/18**  
**Budget Fund #74600**

### Revenues

<table>
<thead>
<tr>
<th></th>
<th>Actual 2015-16</th>
<th>Actual 2016-17</th>
<th>Final 2017-18</th>
<th>Amount of Change</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Federal</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>County</td>
<td>130,827</td>
<td>56,820</td>
<td>56,820</td>
<td>56,838</td>
<td>18</td>
</tr>
<tr>
<td>Other Governments</td>
<td>436,551</td>
<td>574,000</td>
<td>640,000</td>
<td>66,000</td>
<td>10.31%</td>
</tr>
<tr>
<td>Cities</td>
<td>83,139</td>
<td>165,714</td>
<td>165,686</td>
<td>(28)</td>
<td>-0.02%</td>
</tr>
<tr>
<td>Interest</td>
<td>1,685</td>
<td>1,400</td>
<td>1,800</td>
<td>400</td>
<td>22.22%</td>
</tr>
<tr>
<td>State Grants</td>
<td>288,246</td>
<td></td>
<td>135,000</td>
<td>100.00%</td>
<td></td>
</tr>
<tr>
<td>Donations/ Reimbursements</td>
<td>31</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Revenue Applic to PY</td>
<td>2,547</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>943,025</td>
<td>791,639</td>
<td>999,324</td>
<td>201,390</td>
<td>20%</td>
</tr>
</tbody>
</table>

### Expenditures

#### Outside Contracts/Services

<table>
<thead>
<tr>
<th></th>
<th>Actual 2015-16</th>
<th>Actual 2016-17</th>
<th>Final 2017-18</th>
<th>Amount of Change</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Audit</td>
<td>6,974</td>
<td>6,326</td>
<td>7,000</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Fiscal Accounting Services</td>
<td>5,560</td>
<td>5,770</td>
<td>5,150</td>
<td>529</td>
<td>9.32%</td>
</tr>
<tr>
<td>Legal Services</td>
<td>24,376</td>
<td>122,460</td>
<td>193,456</td>
<td>93,456</td>
<td>48.31%</td>
</tr>
<tr>
<td>RCPA Staff Time</td>
<td>411,602</td>
<td>382,339</td>
<td>460,000</td>
<td>90,000</td>
<td>19.57%</td>
</tr>
<tr>
<td>Mail Services County</td>
<td>-</td>
<td>500</td>
<td>-</td>
<td>(500)</td>
<td>N/A</td>
</tr>
<tr>
<td>County Services</td>
<td>2,174</td>
<td>1,299</td>
<td>2,500</td>
<td>(6,000)</td>
<td>-240.00%</td>
</tr>
<tr>
<td>EFS Charges</td>
<td>-</td>
<td>8,000</td>
<td>1,500</td>
<td>(6,500)</td>
<td>-433.33%</td>
</tr>
<tr>
<td>Contract/Consultant Services</td>
<td>365,481</td>
<td>260,989</td>
<td>310,000</td>
<td>49,000</td>
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</tr>
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<td><strong>SUBTOTAL</strong></td>
<td>816,167</td>
<td>781,684</td>
<td>980,135</td>
<td>219,985</td>
<td>22%</td>
</tr>
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</table>

#### Operational Expenditures

<table>
<thead>
<tr>
<th></th>
<th>Actual 2015-16</th>
<th>Actual 2016-17</th>
<th>Final 2017-18</th>
<th>Amount of Change</th>
<th>Percent Change</th>
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<tbody>
<tr>
<td>Liability Insurance</td>
<td>4,293</td>
<td>4,412</td>
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<td>Printing Services</td>
<td>27,454</td>
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<td>Rents/Leases-Bldgs/Imp</td>
<td>6,000</td>
<td>9,164</td>
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<td>Publications &amp; Legal Notices</td>
<td>-</td>
<td>255</td>
<td>-</td>
<td>-</td>
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<td>Travel</td>
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<td>20,000</td>
<td>20,000</td>
<td>(8,000)</td>
<td>-66.67%</td>
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<td>Memberships</td>
<td>2,500</td>
<td>150</td>
<td>7,500</td>
<td>2,650</td>
<td>(4,850)</td>
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<td>Office Supplies</td>
<td>1,362</td>
<td>1,748</td>
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<tr>
<td>Postage</td>
<td>295</td>
<td>-</td>
<td>500</td>
<td>(500)</td>
<td>N/A</td>
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<td>Sponsorships/Public Outreach</td>
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<td>Professional Development</td>
<td>1,867</td>
<td>4,000</td>
<td>7,300</td>
<td>3,300</td>
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<td><strong>SUBTOTAL</strong></td>
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<td>26,995</td>
<td>86,500</td>
<td>(6,550)</td>
<td>-8.19%</td>
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### TOTAL EXPENDITURES

<table>
<thead>
<tr>
<th></th>
<th>Actual 2015-16</th>
<th>Actual 2016-17</th>
<th>Final 2017-18</th>
<th>Amount of Change</th>
<th>Percent Change</th>
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</thead>
<tbody>
<tr>
<td><strong>Starting Fund Balance</strong></td>
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<td>255,049</td>
<td>238,009</td>
<td>238,009</td>
<td>20.13%</td>
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<td><strong>Total Revenue</strong></td>
<td>943,025</td>
<td>846,650</td>
<td>1,060,085</td>
<td>213,435</td>
<td>20.13%</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>(877,092)</td>
<td>(808,679)</td>
<td>(846,650)</td>
<td>(1,060,085)</td>
<td>-</td>
</tr>
<tr>
<td><strong>Adjustments</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Change in Fund Balance</strong></td>
<td>65,934</td>
<td>(144,035)</td>
<td>(48,716)</td>
<td>(60,761)</td>
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<td>189,293</td>
<td>177,248</td>
<td>177,248</td>
<td>-</td>
</tr>
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</table>
Staff Report
To: RCPA Board of Directors
From: Aleka Seville, Director of Climate Programs
Item: 3.6 – BayREN Contract Amendments (ACTION)*
Date: September 10, 2018

Issue:
Shall the Board authorize staff to execute the Amendment No. 1 to the funding and implementation agreement (RCPA17004-A1) between the RCPA and the Association of Bay Area Governments (ABAG) for the implementation of the Bay Area Regional Energy Network (BayREN) Water Bill Savings Program (formerly the PAYS program) and the Green Labeling Program?

Background:
The RCPA represents the communities of Sonoma County in the implementation of BayREN programs, which are administered by ABAG.

This Amendment and Attachments 1E and 1G for the agreement with ABAG address the following:

- Revises the budget for the Water Bill Savings program from $303,946 to $877,417 to enable the expansion of the program throughout the Bay Area
- Creates a new budget for the Green Labeling program of $10,000 to support RCPA staff in conducting outreach to local building professionals and local real estate associations to promote program trainings.

Policy Impacts:
Participation in BayREN programs supports the RCPA goal to increase community resilience and energy efficiency through reduction in energy and water use.

Fiscal Impacts:
This adds $573,471 to the Water Bill Savings Program budget and creates a new budget for the Green Labeling program of $10,000.

Staff Recommendation:
Staff recommends that the Board authorize staff to execute Amendment No. 1 to agreement RCPA17004-A1 to implement BayREN Water Bill Savings Program and Green Labeling Programs.
AMENDMENT NO. 1 TO FUNDING AND IMPLEMENTATION AGREEMENT
Between ASSOCIATION OF BAY AREA GOVERNMENTS
And REGIONAL CLIMATE PROTECTION AUTHORITY
For BAYREN PROGRAM – PROGRAM IMPLEMENTATION PLAN FOR 2018

THIS AMENDMENT, effective as of July 1, 2018 is Amendment No. 1 to the Agreement by and between the Association of Bay Area Governments ("ABAG") and the Sonoma County Regional Climate Protection Authority ("CONSULTANT"), dated January 1, 2018.

NOW, THEREFORE, the parties agree to modify the subject Agreement as follows:

1. Terms and Conditions, Article 5(a), Maximum Budget and Allocated Budget, is revised, as follows:
The Allocated 2018 Budget is amended to increase the maximum payment under the Agreement by Five Hundred Eighty-Three Thousand Four Hundred Seventy-One dollars ($583,471) to Nine Hundred Ninety-Two Thousand One Hundred Eighty-Nine dollars ($992,189) as detailed on Page 2 of this Amendment.

2. Attachment 1E for 2018 is superseded by Attachment 1E for 2018, Revision 1.

2. Attachment 1G is added.

Retention of Contract Provisions. Except as provided herein, all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the day and year first written above.

ASSOCIATION OF BAY AREA GOVERNMENTS

REGIONAL CLIMATE PROTECTION AUTHORITY

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

Suzanne Smith, Executive Director
# Regional Climate Protection Authority – Calendar Year 2018

<table>
<thead>
<tr>
<th>Category</th>
<th>Existing Budget</th>
<th>Contract Amendment #1</th>
<th>Updated Not-to-Exceed Budget</th>
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<td>$0.00</td>
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<td>$0.00</td>
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<td><strong>Green Labeling</strong></td>
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<td>$10,000.00</td>
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<td>$0.00</td>
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<td>$10,000.00</td>
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<tr>
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<td>$0.00</td>
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<td>$0.00</td>
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<td>-</td>
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</tr>
<tr>
<td>Implementation</td>
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<td>$0.00</td>
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<tr>
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<td>$1,610.00</td>
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<tr>
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</tbody>
</table>

1 Previously titled “PACE” in Contract for Services
2 Previously titled “PAYS” in Contract for Services
ATTACHMENT 1E for 2018, rev 1
RCPA, on behalf of Sonoma County
Scope of Work
BayREN Water Bill Savings Program
Revised Budget NTE: $877,417

RCPA will provide local partner water utility support for implementation and marketing in its capacity for Water Bill Savings Program (formerly known as “PAYS”) Local Outreach. RCPA will provide administrative tasks in its capacity as a Cross Link and for participation in the Coordinating Circle. The total revised budget is $877,417.

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

**Admin – WBSP Coordination**
**Purpose:** Day-to-day program implementation
**Role Accountabilities:**
- Coordinating with Lead Link, Rep Link, and Cross Links, BayREN Administrator, WBSP technical team, partner utilities, PG&E, CPUC, and EM&V consultants
- Reporting on program progress and supporting Program Administrator in responding to data requests
• Overseeing WBSP planning and meetings; monthly meetings anticipated:
  • One WBSP Program Circle meeting with Rep Link, Local Outreach, Coordination, Technical Assistance, and BayREN Administrator
  • Two Administrative meetings per month with Rep Link and BayREN Administrator
  • Four Management meetings with Lead Link and WBSP Coordinator
  • Two WBSP design meetings with Coordinator and Technical Assistance team
  • One Coordinating Circle
• Managing technical sub consultant team
• Adapting and adjusting program as needed
• Monitoring regulatory activities that impact program and representing Program in relevant stakeholder groups, committees and advisory groups
• Refining near-term priorities to enable a regional program model and provide access to centralized funding and administration through ABAG/MTC.

2. Implementation – WBSP Program Design & Technical Assistance

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

Role Accountabilities:
• Advising and assisting participating utilities in developing WBSP program concepts
• Developing utility partner template participation agreements and other required documentation for enrollment in partner utility on-bill programs
• Ensuring that program design meets projected energy savings targets
• Continuing to identify and address common program barriers to better serve commercial and municipal accounts
• Determining target customer and building sector(s), and targeted measures
• Developing and refining program software tools
• Developing and refining operational procedures for start-up, measure delivery, QA/QC, financial operations, etc.
• Facilitating the adoption of model tariffs and on-bill program design for market consistency
• Updating previously developed contracts and forms
• Facilitating the growth of the list of eligible improvements to provide increased opportunities for deeper retrofits and greater environmental and economic benefits
• Assisting partner utilities through procurement of capital, contractors, vendors, and other WBSP services as needed
• Develop and implement training curriculum for utilities, contractors, vendors, etc.
• Support partner utility customer marketing campaign
• Conducting onsite surveys of potential projects and quality assurance on completed projects
• Support EM&V efforts for BayREN reporting

3. **Marketing & Outreach – WBSP Local Outreach**

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

*Role Accountabilities:*

• Participating in WBSP planning and meetings as requested by Lead; monthly meetings anticipated: one per partner utility plus one WBSP Program Circle
• Serving as a local contact for WBSP utilities in the County for questions about BayREN
• Providing Program Lead with local information, contacts and data that support and promote the Program
• Analyzing local program performance to identify gaps and recommendations to Program Lead
• Supporting WBSP partner utilities in outreach to elected officials, staff, customers, the general public, and other stakeholders
• Developing relationships with multifamily property owners and groups, the real estate and finance industries, and efficiency-as-a-service companies/organizations
• Presenting at multiple meetings of relevant networks and groups, including local water districts, community based organizations, and real estate/professional associations to promote the program and gather input to enable regional expansion
• Coordinate with existing on-bill programs to raise awareness and increase customer demand with the potential to transition these into the regional program model once launched

---

**Revised Budget**

<table>
<thead>
<tr>
<th>Task</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>$1,610.00</td>
</tr>
<tr>
<td>Implementation</td>
<td>$732,885.00</td>
</tr>
<tr>
<td>Marketing &amp; Outreach</td>
<td>$142,922.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$877,417.00</strong></td>
</tr>
</tbody>
</table>
ATTACHMENT 1G for 2018

FUNDING AND IMPLEMENTATION AGREEMENT

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

Scope of Work

BayREN Green Labeling Subprogram

Budget NTE: $10,000

Energy Council is the regional lead for the Green Labeling subprogram. Green labeling is a critical component of a comprehensive approach to achieve greater energy efficiency in California’s homes, the objective of AB 758. Green labeling enables market recognition of the value of a green home during real estate transactions and complements other market transformation strategies such as incentives and financing. RCPA’s role is to coordinate County level real estate engagement. The total budget for Energy Council is $10,000.

1. Marketing & Outreach – Green Labeling Local Outreach

   Purpose: Supporting the Green Labeling Program at the County level

   Role Accountabilities:

   • Promoting BayREN (Home Energy Score or real estate education) trainings to local stakeholders
   • Identifying local venues or test homes for trainings
   • Engaging local building professionals that could serve as Home Energy Score Assessors
   • Maintaining and developing relationships with local real estate associations and presenting at realtor meetings
   • Providing Program Lead with local information, contacts and data that support and promote the Program

Budget

<table>
<thead>
<tr>
<th>Task</th>
<th>Budget</th>
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<tr>
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<td>$0.00</td>
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<td>Total</td>
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Staff Report

To: Sonoma County Transportation Authority

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

Item: 3.7 – Cooperative Agreement Amendment to #M71300 and Re-Appropriation of Measure M Funds for Bicycle and Pedestrian Program Project NWPRR (AKA SMART MUP)

Date: September 10, 2018

**Issue:**

Shall the SCTA approve the above referenced Cooperative Agreement Amendment? Shall the Board subsequently de-obligate and re-appropriate funds for the following project? (See attached letter).

<table>
<thead>
<tr>
<th>Coop Funding Agreement #</th>
<th>Jurisdiction</th>
<th>Category</th>
<th>Description</th>
<th>Phase</th>
<th>Appropriation Amount</th>
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<tr>
<td>M71300-A1</td>
<td>SMART</td>
<td>Bike/Ped</td>
<td>Northwest Pacific Railroad Right of Way MUP</td>
<td>Environmental (NEPA)</td>
<td>-$165,641</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PSE</td>
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<td></td>
<td></td>
<td></td>
<td><strong>$0</strong></td>
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**Background:**

The SCTA previously entered into Cooperative Funding Agreement #M71300 with the Sonoma Marin Area Rail Transit agency for the completion of the environmental and design phases of the Measure M Northwest Pacific Rail Road Right of Way Bicycle and Pedestrian project (also known as the SMART Multi-Use Path or MUP). The cooperative funding agreement financial page and project delivery schedule have been revised to bring them up to date. The SMART Board has approved this amendment at their July 2018 meeting. Staff is seeking SCTA approval of this revision of the amended cooperative agreement (A1).

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 receive reimbursement of Measure M funding. SCTA has received a letter (attached) dated 6/15/18 requesting the shift of funds between developmental phases. SMART has worked with Caltrans to complete the National Environmental Policy Act (NEPA) compliance documentation for the MUP. While the MUP project limits in the Measure M Expenditure
Plan were expected to be from Petaluma in the south to Cloverdale in the north for the purposes of NEPA, Caltrans would only approve that portion of the MUP that was currently eligible to receive federal funds (corresponding to the Initial Operating Segment or IOS). SMART has completed the NEPA compliance for the portions of MUP that Caltrans would provide lead agency status on under NEPA. There is a balance of $165,641 of unspent funds in the environmental phase of this appropriation, that SMART is requesting be shifted to the design phase. This is the second appropriation for this Measure M project. The Board originally approved an appropriation of these funds in June 2015.

**Policy Impacts:**
None

**Fiscal Impacts:**
Consistent with the 2017 Strategic Plan, Measure M funds in the amount of $165,641 will be de-obligated from the Environmental phase and re-appropriated to the Plans Specifications and Estimates (PSE or Design) phase to reimburse SMART for expenditures incurred during completion of the PSE phase of the Northwest Pacific Railroad Right of Way MUP project. Appropriation of these funds is consistent with the funding availability defined in the Measure M cash-flow model. There is a net zero impact to the cash-flow since the funds have already been appropriated.

**Staff Recommendation:**
Staff recommends that the Board approve the aforementioned cooperative agreement amendment and subsequently approve the appropriation request with Resolution Number 2018-014.
RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY TRANSPORTATION AUTHORITY, COUNTY OF SONOMA, STATE OF CALIFORNIA, APPROPRIATING MEASURE M FUNDS TO THE SONOMA MARIN AREA RAIL TRANSIT AUTHORITY (SMART) IN ACCORDANCE WITH COOPERATIVE FUNDING AGREEMENT NO. M71300-A1

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

WHEREAS, the Sonoma County Transportation Authority (hereinafter “Authority”) and the Sonoma Marin Area Transit Authority (hereinafter “SMART”) have entered into Cooperative Funding Agreement No. 71300-A1 (hereinafter “Cooperative Agreement”) regarding the Northwest Pacific Railroad Right of Way Multi-Use Path (hereinafter “Project”); and

WHEREAS, SMART has submitted a Request for Appropriation of Funds dated June 15, 2018 in connection with the Project pursuant to the above referenced Cooperative Agreement; and

WHEREAS, funds are included in the Authority’s Strategic Plan and annual budget for such projects.

NOW, THEREFORE, BE IT RESOLVED that the Authority finds the Request for Appropriation of funds consistent with the Expenditure Plan, the Strategic Plan, and the Cooperative Agreement; and

BE IT FURTHER RESOLVED, that the Authority appropriates $165,641 to SMART pursuant to the Cooperative Agreement to be used for the purposes set forth in Attachment A attached hereto; and

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

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

BE IT FURTHER RESOLVED, that this appropriation shall expire three years from the date of this Resolution.
THE FOREGOING RESOLUTION was moved by Director , seconded by Director , and approved by the following vote:

- Director Agrimonti
- Director Coursey
- Director Gorin
- Director Gurney
- Director Landman
- Director Mackenzie
- Director Mansell
- Director Miller
- Director Rabbitt
- Director Russell
- Director Salmon
- Director Zane

Ayes: Noes: Absent: Abstain:

________________________________________
Carol Russell, Chair

This RESOLUTION was entered into at a meeting of the Sonoma County Transportation Authority held September 10, 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
ATTACHMENT A
Use of Appropriated Funds

SONOMA COUNTY TRANSPORTATION AUTHORITY
RESOLUTION NO. 2018-014

Date: September 10, 2018

Amount of Funds: $165,641
Appropriated to: SMART
Program Category: Bicycle/Pedestrian Program
Specific Project: Northwestern Pacific Railroad Multi-Use Pathway
Appropriated For: ENV $-165,641 (Deobligation)
PSE $165,641 (Transfer/Obligation)
Scope of Work: SMART will complete National Environmental Policy Act (NEPA) compliance documentation for the Sonoma County portion of the north-south bike path parallel to the Northwestern Pacific Railroad track from Petaluma to Cloverdale (SMART Pathway). SMART will also provide 100% final design for as many of the section of SMART Pathway within the SMART Initial Operating Segment within Sonoma County from the Marin/Sonoma border to Guerneville Road as funding provides. This is intended to prepare the SMART pathway for construction either by SMART or by various other agencies and jurisdictions along the route.

Other Conditions: None
Staff Comments: This is the second appropriation for this project.
ATTACHMENT B

Chronological Listing of Fund Appropriation Resolutions

COOPERATIVE FUNDING AGREEMENT NO. M71300-A1

Between the Sonoma County Transportation Authority

and SMART

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TOTAL FUNDS APPROPRIATED: $1,000,000
AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT 71300
BETWEEN
THE SONOMA COUNTY TRANSPORTATION AUTHORITY
AND
SONOMA-MARIN AREA RAIL TRANSIT DISTRICT

This Amendment (the “Amendment”) is made and entered into as of _____________ (Effective Date) by and between the SONOMA COUNTY TRANSPORTATION AUTHORITY, hereinafter referred to as “AUTHORITY” and the SONOMA MARIN AREA RAIL TRANSIT DISTRICT, hereinafter referred to as “SMART.”

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 SMART previously entered into Cooperative Funding Agreement No. 71300 in April 2012 to identify a bicycle and pedestrian improvement project under Measure M.

3. SMART and AUTHORITY desire to amend Section 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 SMART 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-1 and to approved appropriations by the SCTA Board. If additional funds beyond those identified in Exhibit B-1 are necessary to complete the Project, AUTHORITY will cooperate with SMART to identify and secure new or increased fund commitments; however, completion of the Project remains the responsibility of SMART.
Exhibits. The following Exhibit in the Original Agreement is replaced by the Exhibit attached hereto:

Exhibit B is replaced with Exhibit B-1. Exhibit B-1 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. 1, the Agreement, together with exhibits and schedules, is and shall continue to be in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of AUTHORITY or SMART arising there under.
SONOMA-MARIN AREA RAILTRANSIT DISTRICT
By: ____________________________
SMART Chair

APPROVE AS TO SUBSTANCE:
By: ____________________________
General Manager

APPROVED AS TO LEGAL FORM FOR SMART
By: ____________________________
Legal Counsel SMART

SONOMA COUNTY TRANSPORTATION AUTHORITY
By: ____________________________
SCTA Chair

APPROVED AS TO SUBSTANCE:
By: ____________________________
Executive Director

APPROVED AS TO LEGAL FORM FOR
By: ____________________________
Legal Counsel AUTHORITY
EXHIBIT B-1
FINANCIAL PLAN AND SCHEDULE (2004 Dollars)
COOPERATIVE FUNDING AGREEMENT NO.___________
BETWEEN
THE SONOMA COUNTY TRANSPORTATION AUTHORITY
AND
THE SONOMA MARIN AREA RAIL TRANSIT DISTRICT

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Staff Report

To: Sonoma County Transportation Authority
From: James R. Cameron, Director of Project & Programming
Item: 3.8 – Measure M – professional services agreement with Fremier Enterprises, Inc. for project management and project controls for various Highway 101 projects
Date: September 10, 2018

Issue:
Should SCTA enter into Agreement No. SCTA19010 with Fremier Enterprises, Inc., an engineering management services firm, to provide Project Management, Project Controls, and Program Management services for the Measure M - Highway 101 Marin-Sonoma Narrows (MSN), Old Redwood Hwy projects and Local Street Projects (LSP) program of projects?

Background:
Several Highway 101 corridor projects are in various phases of project development and/or construction. The Marin/Sonoma Narrows (MSN) Corridor has been split into nine separate projects to date:

• High Occupancy Vehicle (HOV) lanes A1, A2, and A3 in Marin County (Hwy 37 to north of Rowland Ave/Atherton Avenue),
• Redwood Landfill Interchange (B1) north of Novato,
• Petaluma Boulevard South Interchange and Petaluma River Bridge (B2),
• Sonoma Median Widening south of the Petaluma Boulevard South Interchange (B2-Phase2),
• San Antonio Curve Modification (B3),
• Route 116 Bridges (C3), and
• HOV lanes through central Petaluma (C2).

The A1, A2, A3, B1, B2 and C3 projects have completed construction. The project construction for B3 and B2 Phase 2 is scheduled to continue through 2019. The C2 project is fully funded with final design, environmental permits and right of way acquisition scheduled to be completed by the end of 2018. The C2 project will advertised for bids in the spring of 2019 and construction will start in the fall of 2019.

Per the Memorandum of Understanding (MOU) for the MSN Project executed between SCTA, TAM, and Caltrans, SCTA is responsible for providing a corridor-wide Project Controls Manager (PCM) who is responsible for the collection, documentation, and reporting of progress and changes to the approved scope, schedule, and cost for all corridor projects for the PS&E and R/W acquisition phases of the projects.

In addition, SCTA is responsible for providing a Project Manager (PM) for the B3, B2 Phase 2 and C2 projects. The PM is directly responsible for the management and delivery of the PS&E package being produced by SCTA.
consultant (BKF Engineers for the C-2 project) and for coordinating with Caltrans design engineers on Caltrans performed portions of the PS&E work, and will continue into the construction phase and project close out.

SCTA also provides project management assistance for project close out, including final financial close out, right of way mapping, and environmental mitigation requirements. The activities continue on the completed segments of MSN, the Airport Blvd Interchange (North B) and Old Redwood Highway Interchange (Central C) projects which are scheduled to continue through 2019 per regulatory agency permit requirements. Survival rates of mitigation planting will determine final project completion.

And lastly, Highway 101 corridor landscaping projects. Landscaping for the North B, MSN C3 and MSN B2 is in plant establishment and the remaining landscaping for North, Central and MSN has been suspended pending identification of additional funds.

Prior to December 2015, GC Preston, P.C. provided this function with Connie Fremier from Vali Cooper & Associates as a sub-contractor. In December of 2015, the GC Preston, P.C. contract was terminated without cause due to Guy Preston, owner of GC Preston, P.C., dissolving his business and no longer being available to provide services to SCTA. Effective December 1, 2015, SCTA contracted directly with Vali Cooper and Associates for project management services. The contract was for $178,000, and as of July, approximately $100,000 has been expended.

On June 26, 2018, TRC acquired Vali Cooper & Associates Inc. Connie Fremier has been the only individual at Vali Cooper that works on SCTA projects and has separated from TRC on August 24, 2018. Due to the complexity, size of the engineering projects, concurrent time frames, and the need for day-in and day-out oversight management of the various MSN projects, and the work load associated with the on-going Central, North, East Washington, and Old Redwood Highway projects, SCTA staff continues to need outside engineering assistance to perform specific project management, project controls, and Measure M program assistance (including development of the Strategic Plan) in order to maintain project schedules and cost control for the various projects.

SCTA needs the continued services of an engineer who has intimate knowledge of both the Highway 101 Corridor projects within Sonoma County and the Caltrans project delivery process, and who is able to dedicate time to SCTA projects. Given the tight time frames for project delivery and constant risks for project cost over-runs, it is desirable for SCTA to have an engineer that can dedicate efforts to the various Highway 101 Corridor/LSP projects and can produce immediately without having to come up to speed on the funding, environmental, and preliminary engineering aspects of the various projects.

SCTA desires to continue program/project management services with Connie Fremier in order to avoid disruption and provide continuity of services on the remaining Highway 101 Corridor projects. Mrs. Fremier has intimate knowledge of the Highway 101 corridor projects within Sonoma County and the Caltrans project delivery process, and is able to dedicate her time to SCTA projects. It is desirable for SCTA to have an engineer who can continue the services currently provided under the Vali Cooper contract and who has the institutional knowledge of the projects and can produce immediately without having to come up to speed on the funding, design, construction and right of way aspects of the various projects.

Mrs. Fremier has formed her own consulting firm to provide program and project management services and is now the president of Fremier Enterprises. Staff recommends terminating the Vali Cooper agreement and entering into an agreement with Fremier Enterprises for $149,000 for a 28-month period. The Fremier Enterprises agreement will be funded from the savings realized in terminating the Vali Cooper Agreement for the first year, and in the out years will be funded from Measure M.
Attached is a draft copy of the proposed contract.

**Policy Impacts:**

In accordance with SCTA Administrative Code, Article V, Section 105.3 Professional Services Agreements: “Where practicable, the Authority shall employ a competitive process before entering into a professional services agreement. Following such process, contracts for professional services will be awarded on the basis of qualifications and competency.”

A new competitive request for proposals (RFP) process is not practical in this situation due to timing of the services and continuity of the project. Mrs. Fremier’s exceptional qualifications and competency has been demonstrated to the SCTA since 2005. The majority of Mrs. Fremier’s time will be spent on the MSN B2 Phase 2 and MSN C2 projects, where she has been part of their project development since inception of the design phase in 2013 and 2010, respectively. The overall Highway 101 program is wrapping up with these two projects, therefore passing the history onto a new project manager would not be cost effective and may result in project delays. Time is of the essence with MSN B2 Phase 2 under construction and MSN C2 in the final steps prior to advertisement of the construction contract.

The contract with Vali Cooper is set to expire December 31, 2018. There are no policy or legal issues with terminating the contract early.

**Fiscal Impacts:**

If the Board takes action to authorize approval of the proposed Fremier Enterprises Agreement for $149K the total new contract will have a net cost of about $70,000, after realizing the savings in the unspent balance of the Vali Cooper & Associates, Inc. agreement. This cost is reflected in the in the latest version of the Measure M Cash flow model.

**Staff Recommendation:**

Staff recommends that the Board find that a competitive process is not practicable and authorize the chair to execute an agreement with Fremier Enterprises, not to exceed a total contract of $149,000 for Project Management, Project Controls, and Program Management services for Measure M, including the Highway 101 MSN and LSP projects pending final review and comment by County Counsel.
This agreement ("Agreement"), dated September 1, 2018 ("Effective Date") is made by and between Fremier Enterprises, Inc. (hereinafter referred to as "CONSULTANT"), and the Sonoma County Transportation Authority (hereinafter referred to as "SCTA") for the purpose of providing professional engineering consulting services in connection with Project Management, Project Controls, and Program Management for various Highway 101 projects between the Highway 37 interchange in Novato to the Old Redwood Highway/Windsor River Road interchange in Windsor.

RE bâtals

WHEREAS, the California Department of Transportation (hereafter "Caltrans"), SCTA, and the Transportation Authority of Marin (hereinafter "TAM") have determined to undertake various projects on Route 101 from 0.3 miles north of the Route 37 interchange in the City of Novato to 0.3 miles north of the Corona Road Overcrossing in the City of Petaluma; PM 18.6/27.7 in Marin County and PM 0.0/7.1 in Sonoma County (hereinafter “the MSN Corridor Project”); and

WHEREAS, Caltrans and SCTA have determined to undertake various projects on Route 101 from 0.3 miles north of the Corona Road Overcrossing in the City of Petaluma to the Rohnert Park Expressway interchange in Rohnert Park; PM 7.5/13.9 (hereinafter the “Central Project”), from Rohnert Park Expressway interchange to Santa Rosa Avenue interchange in Santa Rosa; PM 13.9/15.5 (hereinafter the “Wilfred Project”), and from the Steele Lane interchange in Santa Rosa to the Windsor River Road interchange in Windsor; PM 21.7/29.3 (hereinafter the “North Project”) all in Sonoma County; and

WHEREAS, Central, Wilfred, North and MSN Projects all have ongoing Project Management, Project Controls and Program Management needs defined by thirteen active cooperative agreements between Caltrans and SCTA, and

WHEREAS, SCTA, TAM, and Caltrans have entered into a Memorandum of Understanding (MOU) for the MSN Corridor Project outlining responsibilities and roles for delivery of various MSN Corridor projects; and

WHEREAS, CONSULTANT is a duly qualified engineering program and project management firm having appropriate experience to perform project management, project controls, and program management functions necessary for the delivery of the various Route 101 projects from programming phases through construction phases; and

WHEREAS, in the judgment of SCTA’s Board of Directors it is necessary and desirable to employ the services of CONSULTANT to perform project management, project controls, and program management functions in order to keep the various Route 101 improvement projects on schedule and within budget.
NOW, THEREFORE, in consideration of the recitals set forth above and the covenants contained herein, CONSULTANT and SCTA mutually agree as follows:

1. GENERAL PROVISIONS

1.1 SCOPE OF SERVICES: SCTA retains CONSULTANT to perform the services specified in the Scope of Work, attached hereto as Exhibit A and incorporated herein by this reference. CONSULTANT shall work closely with SCTA staff in the performance of all work pursuant to this Agreement. If there is a conflict between the provisions of Exhibit A and this Agreement, the provisions of this Agreement shall control.

1.2 PERFORMANCE STANDARD: CONSULTANT shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONSULTANT’s profession. If 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; or (c) terminate this Agreement pursuant to paragraph 4.2; or (d) pursue any and all other remedies at law or in equity.

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

1.4 KEY PERSONNEL:

(a) 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 which shall not be unreasonably withheld. With respect to performance of work under this Agreement, CONSULTANT shall employ the following key personnel:

- Connie Fremier, Project Delivery Manager

(b) In the event that any of CONSULTANT’S personnel and sub-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. All replacement personal shall be subject to the approval of SCTA.
2. **COMPENSATION:**

2.1 **PAYMENT FOR CONSULTANT'S SERVICES:** For all services required hereunder (including without limitation, all tools, equipment, labor, supplies, subcontracts, sub-consultants, supervision, and materials), CONSULTANT shall be paid for salary expenses in accordance with the hourly rates specified in Exhibit B, attached hereto and incorporated herein by this reference, and for non-salary expenses in accordance with paragraph 2.2. Consultant shall be paid on a time and material basis in accordance with Exhibit B and paragraphs 2.2 and 2.3, provided, however, that Consultant agrees to perform all services described in this Agreement for an amount not to exceed One Hundred Forty-Nine Thousand dollars ($149,000). The hourly rates specified in Exhibit B shall cover all salary-related costs, including, without limitation, salary, fringe benefits, overhead, and profit.

2.2 **PAYMENT FOR CONSULTANT’S NON-SALARY EXPENSES:** Subject to paragraph 2.1 above, actual cost of non-salary expenses provided by CONSULTANT, incurred directly for the projects described in the Recitals above, shall be reimbursed in accordance with usual and customary rates. Such expenses are limited to the following:

(a) Services directly applicable to a project, such as commercial printing, binding, and (with approval of SCTA) special consultants.

(b) Identifiable reproduction services applicable to a project such as printing of drawings, reports, and similar services.

(c) Identifiable communication services such as long-distance telephone, telegraph, cable, express services and postage other than for general correspondence.

(d) Reasonable and necessary living and traveling expenses of employees when away from home office on business directly connected with a project.

(e) Automobile expenses per the current Caltrans Travel Guide for Non-Represented Employees.

2.3 **PAYMENT PROCEDURE FOR CONSULTANT’S SERVICES:** SCTA shall make payments to CONSULTANT on the basis of CONSULTANT’s invoice to SCTA for work performed. CONSULTANT shall submit an invoice to SCTA on a monthly basis which shall contain the following information: A) the amount of the current billing and a description of the associated work performed during the period, including the status of all deliverables; B) the total amount of the previous bill; C) the total-to-date billings; D) the estimated percentage of work completed on a task-by-task basis; and E) such other information as SCTA deems necessary. Within fifteen (15) business days following receipt of the invoice, SCTA shall determine whether CONSULTANT has satisfactorily performed the work identified in the invoice. If SCTA determines that CONSULTANT has not satisfactorily performed such work, SCTA shall inform CONSULTANT in writing of such fact and may proceed pursuant to paragraph 1.2. Subject to the provisions of paragraph 4, SCTA shall cause payment to be made to CONSULTANT within thirty (30) business days following SCTA’s determination that CONSULTANT has satisfactorily performed the work for which CONSULTANT has invoiced SCTA.

3. **TERM OF AGREEMENT:** The term of this Agreement shall be Twenty-Eight (28)
months from the Effective Date of this Agreement unless terminated earlier in accordance with the provisions of paragraph 4 below.

4. **TERMINATION:**

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

4.2 **TERMINATION FOR CAUSE:** Should CONSULTANT fail to perform any of its obligations hereunder, within the time and in the manner provided herein, or otherwise violate any of the terms of this Agreement, SCTA may terminate this Agreement immediately by giving CONSULTANT written notice of termination, stating the reason for termination. In such event, as full payment for all services hereunder, SCTA shall pay CONSULTANT for work satisfactorily performed and reimbursable expenses properly incurred up to the date of termination, less the amount of damage, if any, sustained by SCTA by virtue of CONSULTANT’s breach of this Agreement. Notwithstanding any other provision of this Agreement, such payment shall be limited to 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; and further provided that in the case of termination for cause, SCTA shall deduct from the sum otherwise due Consultant the amount of damage, if any sustained by SCTA by virtue of CONSULTANT’s breach of this Agreement. Such payment shall be made in the manner provided in paragraph 4.3.

4.3 **DELIVERY OF WORK PRODUCT AND FINAL PAYMENT UPON TERMINATION:** In the event of termination, CONSULTANT shall, within ten (10) days following the date of termination, deliver to SCTA all materials subject to the provisions of paragraph 15 and submit to SCTA an invoice for work performed and reimbursable expenses incurred up to the date of termination. The invoice shall contain the information specified in paragraph 2.3. Upon receipt thereof, SCTA shall determine whether CONSULTANT has satisfactorily performed the work and properly incurred the reimbursable expenses identified in the invoice and cause payment to be made to CONSULTANT for that portion of such work and such reimbursable expenses that SCTA determines CONSULTANT has satisfactorily performed or properly incurred, within the limitations set out in paragraph 4.2.

5. **INDEMNIFICATION:** CONSULTANT agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless, and release SCTA, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including CONSULTANT, arising out of or in connection with the negligent performance or willful misconduct of CONSULTANT hereunder, whether or not there is concurrent negligence on the part of SCTA, but excluding liability due to the extent of any such concurrent or sole negligence or the willful misconduct of SCTA. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONSULTANT or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. In addition, CONSULTANT shall be liable to SCTA for any loss or damage to SCTA property arising from
or in connection with CONSULTANT’S negligent performance or willful misconduct hereunder. The obligations of this paragraph 5 survive termination of this Agreement.

6. **INSURANCE:** With respect to the performance of work hereunder, CONSULTANT shall maintain, and shall require all of its subcontractors, subconsultants, and other agents to maintain, insurance as described below:

   6.1 **Workers’ Compensation Insurance:** If CONSULTANT, or any of its subcontractors, subconsultants, or other agents, has any employees, workers’ compensation insurance with statutory limits as required by the Labor Code of the State of California is required. Said policy shall be endorsed with the following specific language:

   (1) “This policy shall not be canceled or materially changed without first giving thirty (30) days’ written notice of cancellation to SCTA.”

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

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

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

   (3) “The insurance provided herein is primary coverage to the Sonoma County Transportation Authority with respect to any insurance or self-insurance programs maintained by SCTA.”

   (4) “This policy shall not be canceled or materially changed without first giving thirty (30) days’ written notice of cancellation to SCTA.”

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

   (1) “This policy shall not be canceled or materially changed without first giving thirty (30) days’ written notice of cancellation to SCTA.”
6.4 Professional liability insurance: Professional liability insurance for all activities of CONSULTANT arising out of or in connection with this Agreement in an amount no less than one million dollars ($1,000,000.00) combined single limit for each claim. Said policy shall be endorsed with the following specific language or contain equivalent language in the policy:

(1) “This policy shall not be canceled or materially changed without first giving thirty (30) days’ written notice of cancellation to SCTA.”

6.5 Documentation: The following documentation shall be submitted to SCTA:

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

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

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

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

7. PROSECUTION OF WORK: The execution of this Agreement shall constitute Consultant's authority to proceed with the performance of this Agreement on the Effective Date. SCTA shall notify CONSULTANT in writing of any event requiring CONSULTANT to stop work hereunder. Upon receipt of such notice, CONSULTANT shall immediately stop work and shall not resume work until notified in writing by SCTA. CONSULTANT shall be responsible for managing contract time and completing all deliverables in accordance with Exhibit A.

8. CHANGES: Changes in scope of work constitute additional work to be performed by CONSULTANT, or a reduction of scope. In both cases, additions or deletions to the scope of work as outlined in Exhibit A, may be authorized in writing by SCTA’s Executive Director, with concurrence by the SCTA Chairperson, subject to the following limitation: Changes in scope of work authorized by the Executive Director may not exceed $50,000 in cost and thirty (30) calendar days per task. Any changes in the scope of work beyond the scope of the Executive Director’s authority may be authorized in writing only by the Board of Directors of SCTA. CONSULTANT acknowledges and agrees that, except as otherwise expressly provided herein, only the Board of Directors of SCTA may authorize changes in the scope of work hereunder and SCTA staff are
without authorization to order changes to the scope of work or to waive Agreement requirements. Failure of CONSULTANT to secure the appropriate prior written authorization for changes in the scope of work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work, and thereafter, CONSULTANT shall be entitled to no compensation whatsoever for the performance of such work. CONSULTANT further expressly waives any and all right or remedy by way of restitution and quantum merit for any and all extra work performed without such express and prior written authorization.

9. **DISPUTES:** CONSULTANT shall notify SCTA in writing of any dispute or potential dispute (hereinafter “dispute”) within 15 calendar days after the happening of the event, thing, occurrence or other cause, giving rise to the dispute. Said notice shall describe, to the fullest extent possible at the time of the notice, the events leading up to the dispute, the nature of the dispute, the potential effect of the dispute on the completion of the Contract, cost data, and any relevant Contact language in support of the dispute. If a dispute arises out of or relates to this Agreement, or an alleged breach thereof by either Consultant or SCTA, and if the dispute cannot be settled through negotiation, before resorting to litigation, the SCTA and Consultant agree first to try in good faith to settle the dispute by mediation. If the parties cannot agree on a mediator or mediation rules to use, the parties shall use the construction industry mediation procedures developed by the American Arbitration Association, with the following exceptions to those procedures:

i. The mediation shall be conducted in Santa Rosa, California.

ii. Unless otherwise agreed to in writing by the parties participating in the mediation, the mediation shall be concluded no later than sixty (60) days after the first mediation session. If the dispute has not been resolved at that time, any party may elect at that time to pursue litigation.

iii The parties agree to exchange all relevant non-privileged documents before the first scheduled mediation session.

10. **REPRESENTATIONS OF CONSULTANT:**

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

10.2 **FAMILIARITY WITH WORK:** CONSULTANT represents that it has thoroughly investigated and considered the work to be performed hereunder and how it should be performed, and fully understands the difficulties and restrictions attending the performance of such work, including, without limitation, any controversial aspects of the projects, the likelihood of extensive comments, and the need for the contents of the PS&E to be thorough and complete.
10.3 **STATUS OF CONSULTANT:** The parties intend that CONSULTANT, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. CONSULTANT is not to be considered an agent or employee of SCTA and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits SCTA provides its employees. In the event SCTA exercises its right to terminate this Agreement pursuant to paragraph 4, CONSULTANT expressly agrees that it shall have no recourse or right of appeal under laws, ordinances, rules, or regulations applicable to employees.

10.4 **TAXES:** CONSULTANT agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, without limitation, state and federal income and FICA taxes. CONSULTANT agrees to indemnify and hold SCTA harmless from any liability which 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.

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

10.6 **RECORDS MAINTENANCE:** CONSULTANT shall retain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, including support data for cost proposals, and shall make such documents and records available, and shall require its subcontractors to make such documents and records available, to SCTA and representatives of the State of California and the federal government for inspection at any reasonable time during the contract period and for three (3) years from the date of completion of all work required under this Agreement.

10.7 **CONFLICT OF INTEREST:** CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. CONSULTANT further covenants that in the performance of this Agreement no person having any such interest shall be knowingly employed. In addition, if requested to do so by SCTA, CONSULTANT shall complete and file and shall require any other person doing work hereunder to complete and file a “Statement of Economic Interest” with SCTA disclosing CONSULTANT’s or such other person’s financial interests. CONSULTANT shall not be employed by the future construction contractor for any of the various Route 101 projects.

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

10.9 **SUBCONTRACTED SERVICES:** If CONSULTANT wishes to subcontract any work or services required to be performed under this Agreement to a firm not specified in
CONSULTANT’s proposal or listed herein, prior written approval must be obtained from SCTA’s Executive Director. In addition, any subcontract for work or services to be performed under this Agreement that exceeds twenty-five thousand dollars ($25,000.00) will require that the subcontractor be bound by all of the terms of this Agreement.

10.10 COVENANT AGAINST CONTINGENT FEES: CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, SCTA shall have the right to annul this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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

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

13. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS: All notices, bills, and payments shall be made in writing and may be given by personal delivery, facsimile, overnight or one-day delivery service, or by mail. Notices, bills, and payments sent by mail 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: Notices to:  
Connie Fremier, President  
Fremier Enterprises, Inc..  
158 Meadowcroft Dr  
San Anselmo. 94960
Payments to:

Regular Mail (USPS):

Same as Above

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

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

15. **OWNERSHIP 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, sub-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.

16. **MISCELLANEOUS PROVISIONS:**

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

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

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

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

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

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

16.8 **TIME OF ESSENCE:** Time is and shall be of the essence of this Agreement and every provision hereof. CONSULTANT not responsible for delays outside its reasonable control.

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

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

16.11 **PREVAILING WAGES:** CONSULTANT is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., including without limitation Labor Code Sections 1775, 1776, 1777.5, 1813 and 1815, as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. CONSULTANT agrees to fully comply with such Prevailing Wage Laws for any services provided hereunder which are subject to such Prevailing Wage Laws, and agrees to require such compliance from subcontractors it utilizes for such services. Pursuant to Labor Code Section 1775(b)(1), CONSULTANT shall provide to each such subcontractor a copy of Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code. Copies of the prevailing wage rate of per diem wages are on file with SCTA and will be made available to any person upon request. CONSULTANT shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services provided hereunder available to interested parties upon request, and shall post copies at the CONSULTANT’S principal place of business and at the project site.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

CONSULTANT

DATED: ____________  By: _______________________________

Connie Fremier, President
Fremier Enterprises, Inc., CONSULTANT

SONOMA COUNTY TRANSPORTATION AUTHORITY

DATED: ____________  By: _______________________________

Chair, SCTA

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

DATED: ____________  By: _______________________________

Suzanne Smith, Executive Director, SCTA

APPROVED AS TO FORM:

DATED: ____________  By: _______________________________

SCTA Counsel
EXHIBIT A
SCOPE OF SERVICES

Introduction:

Consultant is to provide on-call services for SCTA’s Measure M program and project management.

Consultant shall represent the SCTA’s interests in the development of Measure M transportation projects and programs, including negotiations with affected agencies and other consultants on a project level basis. The work will include providing management of all aspects of project development including preliminary planning, environmental clearance, right of way acquisition, final design, and construction. Although specific assignments will be made by the direction of the SCTA's Director of Projects and Programming, the overall scope of work includes but is not necessarily limited to the following tasks.

Program Management

1. Assist the SCTA in defining Measure M program goals and objectives. Provide recommendations to the SCTA on programming related matters, programming deadlines, requirements and status.
2. Prepare agendas and reports for various policy and advisory committees, as well as the SCTA board of directors. Present reports at committee and board meetings, as requested.
3. Assist staff in developing content and technical information for the Measure M Strategic Plan.
4. Assist staff in developing content and technical information for Measure M annual reports.
5. Assist in the coordination with regional and state agencies on transportation program issues related to Measure M projects.
6. Monitor the implementation of Quality Assurance / Quality Control (QA/QC) and risk assessment programs.
7. Assist in the development of tracking systems for financial planning, data collection and analysis, project tracking, and budget preparation and reporting to support requirements for fiscal and management audits.
8. Perform other duties as assigned.

Project Management

Typical Project Management tasks include:

1. Prepare and/or review project cost reports and detailed critical path schedules for individual projects.
2. Prepare, negotiate, and monitor Memoranda of Understanding and Cooperative Agreements on behalf of the SCTA as it relates Measure M projects.
3. Assist in the selection process of environmental, engineering, planning or other specialty consultants to perform studies, design or other required services.
4. Develop scopes-of-work and negotiate contract language on behalf of the SCTA for consultant services.
5. Manage multiple consultant contracts for project study reports, environmental
clearance, final design, right-of-way acquisition, and construction management and
coordinate associated project deliverables.
6. Attend project team meetings and other project meetings, as needed.
7. Monitor progress and coordination activities and facilitate resolution of project
issues.
8. Review technical documents for consistency with project scope, schedule and
budget.
9. Assist SCTA in tasks necessary to expedite project delivery, “trouble shoot” and
resolve issues with Caltrans and other affected agencies that may hamper project
delivery schedules.
10. Provide constructability services for individual projects.
11. Interact and coordinate with other agencies, jurisdictions, and utility companies to
ensure adherence to project schedules and project coordination activities.
12. Interact and coordinate project impacts and processes to the public through meetings
and public outreach materials.
13. Monitor, review, and assist with the right-of-way acquisition process and transfer of
title to appropriate entity.
14. Develop and monitor project budgets and project expenditures.
15. Provide construction oversight services to monitor project schedule and budget and
provide input on contract change orders, value engineering, and construction related
issues. Ensure monitoring systems meet the needs of the SCTA.
16. Provide on-going, updated project data, including but not necessarily limited to:
   a. SCTA website information
   b. Project fact sheets and computerized presentation material
   c. Project status reports
   d. Financial plan spreadsheets
   e. Cash flow spreadsheets
   f. Construction status reports
   g. Staff reports or memos
   h. Technical correspondence
17. Prepare information, agendas and reports for various policy and advisory
committees, as well as the SCTA board of directors, as requested. Present reports at
committee and board meetings, as requested.
## EXHIBIT B

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>TOTAL HRS</th>
</tr>
</thead>
<tbody>
<tr>
<td>North - B</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>Central - C</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>MSN - C1</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>MSN - C2</td>
<td>80</td>
<td>120</td>
<td>0</td>
<td>200</td>
</tr>
<tr>
<td>MSN - C2 Construction (4)</td>
<td>0</td>
<td>120</td>
<td>240</td>
<td>360</td>
</tr>
<tr>
<td>MSN - L1</td>
<td>0</td>
<td>0</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>Annual Report</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>24</td>
</tr>
<tr>
<td>Strategic Plan</td>
<td>0</td>
<td>20</td>
<td>20</td>
<td>40</td>
</tr>
<tr>
<td>Sub Total Hours</td>
<td>94</td>
<td>274</td>
<td>288</td>
<td>656</td>
</tr>
<tr>
<td>Project Delivery Manager Rate per hour:</td>
<td>$215</td>
<td>$220</td>
<td>$220</td>
<td></td>
</tr>
<tr>
<td>Sub total Cost Estimate:</td>
<td>$20,210</td>
<td>$60,280</td>
<td>$63,360</td>
<td>$143,850</td>
</tr>
<tr>
<td>ODC's (travel, mileage, parking etc.)</td>
<td></td>
<td></td>
<td></td>
<td>$5,150</td>
</tr>
<tr>
<td>Grand Total Cost Estimate:</td>
<td>$3,075</td>
<td>$83,220</td>
<td>$49,848</td>
<td>$149,000</td>
</tr>
</tbody>
</table>

Notes:
1. All rates include base pay, fringe benefits, office, overhead, fee, cell phones and computers.
2. Reproduction & other direct costs billed at cost.
3. Travel Expenses for project related meetings etc. will be billed in accordance with the current Caltrans Travel Expense Guide (mileage, parking etc.).
Staff Report

To: Sonoma County Transportation Authority
From: Seana L.S. Gause, Senior – Programming and Projects
Item: 3.9 – de-obligation of Measure M funds for the Sonoma County Department of Health Services (DHS) Safe Routes to School Phase of the Bike Safety and Education Project
Date: September 10, 2018

Issue:
Shall the Board approve a de-obligation of an existing appropriation for the Safe Routes to Schools phase (SRTS) of the Measure M Bike Safety and Education project made to the Sonoma County DHS June 2017?

Background:
The Sonoma County DHS has a Measure M cooperative agreement to implement Safe Routes to School. In June of 2017, this Board approved an appropriation to this project for $26,000 for DHS to implement the Countywide Safe Routes to Schools Program. As of January of this year DHS has relinquished responsibility of implementing the Countywide Program back to SCTA. DHS has also indicated that the latest invoicing submitted to SCTA offices is the final invoicing and that all expenditures for their portion of the Program are complete. There is an unexpended balance of $1,102.15 remaining in the appropriation. Staff is recommending that the balance be de-obligated.

<table>
<thead>
<tr>
<th>Coop Funding Agreement #</th>
<th>Jurisdiction</th>
<th>Category</th>
<th>Description</th>
<th>Phase</th>
<th>Appropriation Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>M71516-A2</td>
<td>DHS</td>
<td>Bike/Ped</td>
<td>Bicycle Safety and Education</td>
<td>SRTS</td>
<td>-$1,102.15</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td><strong>-$1,102.15</strong></td>
</tr>
</tbody>
</table>

Policy Impacts:
None. The de-obligation is within the established policies outlined in the Measure M Strategic Plan Chapter 4, Policy 7.

Fiscal Impacts:
The funds will be de-obligated and returned to the Bicycle Safety and Education project of the Bicycle and Pedestrian Program of Measure M for future use.

Staff Recommendation:
Staff recommends that the Board take action to de-obligate the remaining balance of the appropriation in the amount of $1,102.15 for the SRTS Phase of the Bike Safety and Education Project originally approved under resolution 2017-014.
Staff Report

To: Sonoma County Transportation Authority

From: Chris Barney, Senior Transportation Planner

Item: 3.10 – Contract with Fehr and Peers to complete Sonoma County travel behavior study and travel model improvements

Date: September 10, 2018

**Issue:**

Shall the SCTA enter into an agreement with Fehr and Peers for the preparation of a travel behavior study for Sonoma County and for the implementation of travel model improvements?

**Background:**

In February 2018, SCTA released a request for proposals (RFP) to update and enhance the Sonoma County Travel Model (SCTM) and to collect detailed travel behavioral data for Sonoma County. The model update RFP included one primary, and two optional tasks as follows:

- **Task 1: Model calibration/validation** – The Sonoma County Travel Model will be recalibrated and revalidated using a base year of 2015. Validation will include static and dynamic validation approaches, and will include future year (2040) scenario reasonableness testing.

  Deliverables will include a recalibrated and revalidated travel model, a model validation report documenting the model update and model reasonableness, and a copy of all travel data used to recalibrate/revalidate the travel model.

- **Optional Task 2: Travel behavior study** – Gather and summarize data using traditional and state-of-the-art techniques on Sonoma County travel behavior including current information on travel flows, average trip lengths (miles and minutes), travel modes, major destinations, trip purposes, travel peaks, etc. Similar studies have been completed in Napa and Marin counties. Links to reports discussing the results of these studies are provided below:

  **Napa County Travel Behavior Study:**

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

  **Transportation Authority of Marin Origin-Destination Data Collection Draft Report:**

  http://38.106.4.121/Modules/ShowDocument.aspx?documentid=10702
Deliverables will include a final report summarizing travel flows, trends, and behavior for Sonoma County jurisdictions along with background data and graphics that could be used to support local general plan updates, provide information useful in the development of station area and area specific plans, and to support other local planning and engineering activities.

- Optional Task 3: Travel model improvements – Make improvements to the travel model including enhanced estimation of visitor/tourism travel, winery and agricultural travel, weekend travel, improving estimates of travel entering and exiting the county, and providing tools and resources to support SB 743 implementation (required compliance date is 7/1/2020).

  Deliverables will include model improvements and reports that will enhance the travel model’s ability to support general plan updates and other local planning work, improve model output that is used to develop traffic impact studies, and to support local jurisdictions in implementing SB743. SB743 support could include guidance on setting thresholds, analyzing projects, calculating VMT, and adapting VMT estimation tools and maps for use in Sonoma County.

TJKM Transportation Consultants were selected to complete Task 1 of this project (Model Validation). Work on this task is currently underway and is scheduled to be completed by December 2018.

Three proposals were received in response to the February 2018 Model Update and Improvement RFP. The proposal review committee recommended that one of the proposing firms, Fehr and Peers, be considered for work associated with the preparation of a travel behavior study and work on model improvements. This recommendation was based on the firm’s experience in preparing similar studies in neighboring counties, knowledge and experience with SB743 implementation and support, and experience with model improvement work.

Staff is working with local jurisdictions to secure funding to complete Tasks 2 and 3 of this project. The SCTA Planning Advisory and Technical Advisory Committees discussed the outstanding tasks and expressed an interest in moving forward with the travel behavior study and optional model improvement tasks and requested that staff develop a cost sharing proposal to fund this work. The draft project budget and schedule (Attachment A) and cost sharing proposal (Attachment B) that were developed and presented to the TAC and PAC are attached. A number of model improvement tasks have been included in order to support the County of Sonoma General Plan Update (visitor and tourism model improvements, winery/agricultural model improvements, and weekend modeling) at the request of Permit Sonoma staff. The costs for these improvements have been added to the county share of the cost sharing plan. Staff is working with local planning and public works staff to secure funding as outlined in the cost sharing proposal and to ensure that local needs and questions will be addressed in the project scope and deliverables.

Contributing agencies will be invited to work with SCTA and consultants to guide and complete project tasks by:

- identifying specific areas or locations for study and analysis,
- identifying specific research questions which could be answered by collecting and analyzing travel behavioral data,
- identifying specific work products (data, tables, maps, charts, etc.) that would be produced,
- providing guidance and input on adjusting or reducing the project scope of work,
• guiding the development of SB 743 implementation tools and reports.

**Policy Impacts:**
The revalidated travel model will be used for all SCTA modeling and scenario analysis work. The travel behavior study and model improvements will support local general plan updates and other local planning and engineering work.

**Fiscal Impacts:**
The consultant contract budget for the preparation of a travel behavior study and model enhancements is $185,000. Staff time will also be required to manage the consultant contract and to assist with model improvement tasks. One time local contributions are funding the majority of the project budget for tasks 2 & 3, with SCTA completely funding task 1. The consultant will be directed to complete project tasks only as this funding becomes available. Project costs will be spread over two years (fiscal years 18/19 – 19/20) and could be reduced by removing project components or reducing the project scope if necessary.

**Staff Recommendation:**
Staff recommends that the Board authorize the Chair to execute Agreement No. SCTA19011 with Fehr and Peers for the preparation of a travel behavior study for Sonoma County and travel model improvements.
<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Budget</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Travel Model Validation</td>
<td>Currently funded and underway. Includes update of model base year from 2010 to 2015 and recalibrating/revalidating the travel model using current traffic counts, transit ridership counts, and travel survey data.</td>
<td>$50,000</td>
<td>Spring 2018 - Winter 2018</td>
</tr>
<tr>
<td>2. Travel Behavior Study</td>
<td>Propose a simple approach focused on mobile source data and other existing data sources to assemble this dataset and report.</td>
<td>$80,000</td>
<td>Fall 2018 - Fall 2019</td>
</tr>
<tr>
<td>3. Weekend Model*</td>
<td>Use data collected as part of Task 2 to develop weekend modeling capability. Could include updated weekend trip generation, mode share adjustments using weekend schedules and ridership estimates, and weekend peaking factor adjustments.</td>
<td>$15,000</td>
<td>Fall 2019</td>
</tr>
<tr>
<td>4. Visitor and tourism travel improvements*</td>
<td>Add new tourism trip purpose. Includes additional data collection. Uses data collected as part of Task 2.</td>
<td>$25,000</td>
<td>Fall 2019</td>
</tr>
<tr>
<td>5. Winery/Ag. Model improvements*</td>
<td>Add new land use category and trip generation specific to winery and agricultural uses. Uses data collected as part of Task 2.</td>
<td>$30,000</td>
<td>Fall 2019</td>
</tr>
<tr>
<td>6. SB 743 support*</td>
<td>Provide support and recommendations on SB 743 implementation including: Setting thresholds, calculating VMT, analyzing induced demand, accounting for entire trip lengths, and SB 743 reporting. Could requires some work associated with Task 7. Expanded Gateways.</td>
<td>$20,000</td>
<td>Fall 2018 - Spring 2019</td>
</tr>
<tr>
<td>7. Expanded Gateways*</td>
<td>Add additional gateways/external zones to improve SCTM’s ability to account for and analyze out of county travel. Would be enhanced by data collected as part of Task 2. Travel Behavior Study.</td>
<td>$15,000</td>
<td>Fall 2018 - Spring 2019</td>
</tr>
</tbody>
</table>

*uses information gathered as part of Task 2. Travel Behavior Study

TOTAL $235,000

Tasks 2 & 3 TOTAL $185,000
### Attachment B.
#### Sonoma County Travel Behavior Study and Model Enhancements - Draft Cost Sharing Proposal

<table>
<thead>
<tr>
<th>Task</th>
<th>Cost Estimate</th>
<th>SCTA</th>
<th>County</th>
<th>Cities Total</th>
<th>Per City</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Model Validation <em>(funded and underway)</em></td>
<td>$50,000</td>
<td>$50,000</td>
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<td>2. Travel Behavior Study</td>
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<td>$7,000</td>
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<td>3. Weekend Model</td>
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<td>6. SB 743 support</td>
<td>$20,000</td>
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<td>7. Expanded Gateways</td>
<td>$15,000</td>
<td>$15,000</td>
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<td><strong>TOTAL</strong></td>
<td><strong>$235,000</strong></td>
<td><strong>$80,000</strong></td>
<td><strong>$74,000</strong></td>
<td><strong>$81,000</strong></td>
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</tbody>
</table>
AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), dated as of September 10, 2018 ("Effective Date") is by and between the Sonoma County Transportation Authority, (hereinafter "SCTA"), and Fehr and Peers (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is a duly qualified firm, experienced in the collection of travel behavioral data, use and improvement of travel demand models, and support related to SB743 compliance; and

WHEREAS, in the judgment of the Sonoma County Transportation Authority, it is necessary and desirable to employ the services of Consultant for collecting travel behavior data, improving the Sonoma County Travel Demand Model, and providing support and advice related to SB743 compliance.

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

AGREEMENT

1. Scope of Services.

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

1.2 Cooperation With SCTA. Consultant shall cooperate with SCTA and 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: Kevin Johnson, Project Manager; Ian Barnes, Associate.

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. All replacement personal shall be subject to the approval of SCTA.

1.5 Subcontracting.

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

2. 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 $185,000, without the prior written approval of SCTA. Consultant shall submit its bills in arrears on a monthly basis as work is performed in a form approved by SCTA’s Auditor and the Head of the SCTA. Payment shall be made to Consultant in the manner provided in Paragraph 2.1 below. 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.

2.1 Payment Procedure. CONSULTANT shall submit an invoice to SCTA monthly for months in which work is performed. Each invoice shall contain the following information: A) the amount of the current billing and a description of the associated work performed during the period, including the status of all deliverables; B) the total amount of the previous bill; C) the total-to-date billings; D) the estimated percentage of work completed on a task-by-task basis; and E) such other information as SCTA deems necessary. Within fifteen (15) business days following receipt of the invoice, SCTA shall determine whether CONSULTANT has satisfactorily performed the work identified in the invoice and whether the costs are properly documented. If SCTA determines that CONSULTANT has not satisfactorily performed such work, SCTA shall inform CONSULTANT in writing of such fact and may proceed pursuant to paragraph 1.3. SCTA shall cause payment to be made to CONSULTANT within thirty (30) business days following SCTA’s determination that CONSULTANT has satisfactorily performed the work for which CONSULTANT has invoiced SCTA. CONSULTANT shall be paid for services rendered, subject to the total compensation limit set forth in Paragraph 2, at the billing rates specified in Exhibit B.

3. Term of Agreement. The term of this Agreement shall proceed from the Effective Date through December 31, 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 Directors of SCTA has the authority to terminate this Agreement on behalf of the SCTA. In addition, the SCTA Executive Director, 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, including Consultant’s employees, that arise out of, pertain to, or relate to Consultant’s operations other than its professional services, or that of its agents, employees, contractors, subcontractors, or invitees in their performance or obligations under this Agreement. Consultant agrees 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 to the extent that they arise out of, pertain to, or relate to Consultant’s negligence, recklessness,
or willful misconduct, or that of its agents, employees, contractors, subcontractors, in their performance or obligations 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’ performance or obligations 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.** Consultant shall be authorized to proceed with the performance of this Agreement only upon the issuance by SCTA’s Executive Director of a separate written Notice to Proceed for each specific task outlined in Exhibit A. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, or for other reasons beyond Consultant’s reasonable control, 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 may be authorized in writing by SCTA’s Executive Director, subject to the following limitation: the cost of extra or changed work authorized by the Executive Director shall not exceed $5,000 per task and shall not exceed an overall cap for the term of the contract of $10,000. 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 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.

9.4 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.

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

9.6 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.

9.7 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.

9.8 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.

9.9 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.

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

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

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

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


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

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

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

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

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

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

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

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

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

__________________________________________

By: ______________________
Name: ______________________
Title: ______________________
Date: ______________________

SCTA: SONOMA COUNTY
TRANSPORTATION AUTHORITY

By: ______________________
    Chair, SCTA

Date: _________________

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: _________________
EXHIBIT A
SCOPE OF WORK

PROJECT OBJECTIVE
SCTA wishes to gather information on trends and changes to travel behavior in Sonoma County to improve the countywide travel model and to provide information and analysis that will inform other planning efforts in the county. New methods and data sources are available that could streamline the process of providing up-to-date information on travel, traveler behavior, and use of the Sonoma County transportation system. New data will provide valuable information on Sonoma County travel flows, trends, and traveler behavior that can help SCTA and other local organizations meet their transportation and planning goals.

TASK 1: ORIGIN-DESTINATION AND TRAVEL BEHAVIOR ANALYSIS

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

Proposed origin-destination analysis project tasks:

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

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

Review the collected data and proposed conclusions with agency staff and committees.

Prepare and provide edits for an Administrative Draft report for review and comment, a Public Draft, and a Final Report for approval by the SCTA Board.

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

- Sonoma County Transportation Authority – Highway 37 Origin and Destination Analysis
- Sonoma County Transportation Authority – Comprehensive Transportation Plan
- Napa County Transportation and Planning Agency – Napa County Travel Behavior Study
- Caltrans – Integrated Traffic, Infrastructure and Sea Level Rise Analysis (Hwy 37)
- California Statewide Travel Survey
- Plan Bay Area 2040
- Transportation Authority of Marin – TAM Origin-Destination Data Collection Draft Report
- Wine Country Interregional Partnership – Origin and Destination Study
TASKS 2 – 5: TRAVEL MODEL ENHANCEMENTS AND SB743 SUPPORT

The consultant shall complete the following travel model upgrades and provide SB743 reporting and analysis support as described below:

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

3. **Enhanced representation of Visitor/Tourism travel:** Visitor destinations in Sonoma County are not explicitly represented by a specific tourism/visitor use type in the travel model and are coded as primarily commercial, institutional, or large scale park/recreational area land uses. The consultant should gather information and data on visitor travel in Sonoma County and update the Sonoma County Travel Model to better represent this type of travel and its impacts on countywide travel conditions and travel movements.

4. **Enhanced representation of Winery/Agricultural uses:** Wineries and agricultural uses are currently represented as industrial, retail, or special generator uses in the SCTM. The consultant should incorporate winery, agritourism, and agricultural land uses and trip generation rates into the travel model.

5. **SB743 Reporting and Analysis:** SB 743 has changed the way transportation impacts will be analyzed in CEQA. This legislation is shifting the focus of transportation analysis away from congestion and roadway level of service to concentrate on overall travel/system usage using Vehicle Miles Traveled as the preferred metric to measure transportation impacts. Consultants should provide SB743 compliance support including guidance on VMT threshold setting, guidance on analyzing projects using SB743 criteria/VMT, production of maps and tables summarizing VMT and per capita VMT by jurisdiction and traffic analysis zone, and adapting existing sketch planning tools or the Sonoma County Travel Model for local use to estimate project VMT.

6. **Expanded model boundaries:** The Sonoma County Travel Model currently extends to the Sonoma County line with a basic representation of a limited number of external zones. County gateway flows from external zones are used to estimate travel into and out of Sonoma County in the model. SCTA desires to include a more detailed representation of external travel and external trip origins and destinations in the model. The consultant should recommend and implement approaches for expanding model boundaries while not significantly increasing model run times or for addressing the travel model’s ability to more comprehensively account for out of county travel.
# EXHIBIT B
Project Budget and Hourly Billing Rates

## Sonoma County Travel Behavior Study and Travel Model Improvements - Budget and Schedule

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Budget</th>
<th>Timing</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Travel Behavior Study</td>
<td>Collect countywide travel behavior and origin and destination data. Data collection to focus on mobile source data and other existing data sources to assemble the dataset and report.</td>
<td>$80,000</td>
<td>Spring 2019 - Fall 2019</td>
</tr>
<tr>
<td>2. Weekend Model*</td>
<td>Use data collected as part of Task 1 to develop weekend modeling capability. Will include updated weekend trip generation, mode share adjustments using weekend schedules and ridership estimates, and weekend peaking factor adjustments.</td>
<td>$15,000</td>
<td>Fall 2019</td>
</tr>
<tr>
<td>3. Visitor and tourism travel improvements*</td>
<td>Add new tourism trip purpose. Includes additional data collection. Uses data collected as part of Task 1.</td>
<td>$25,000</td>
<td>Fall 2019</td>
</tr>
<tr>
<td>4. Winery/Ag. Model improvements*</td>
<td>Add new land use category and trip generation specific to winery and agricultural uses. Uses data collected as part of Task 1.</td>
<td>$30,000</td>
<td>Fall 2019</td>
</tr>
<tr>
<td>5. SB 743 support*</td>
<td>Provide support and recommendations on SB 743 implementation including: Setting thresholds, calculating VMT, analyzing induced demand, accounting for entire trip lengths, and SB 743 reporting. Requires work associated with Tasks 1 &amp; 6.</td>
<td>$20,000</td>
<td>Fall 2018 - Spring 2019</td>
</tr>
<tr>
<td>6. Expanded Gateways*</td>
<td>Add additional gateways/external zones to improve SCTM’s ability to account for and analyze out of county travel.</td>
<td>$15,000</td>
<td>Fall 2018 - Spring 2019</td>
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</tbody>
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*uses information gathered as part of Task 1.

Travel Behavior Study TOTAL $185,000
<table>
<thead>
<tr>
<th>Team Member</th>
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<tbody>
<tr>
<td>Bob Grandy – Principal-In-Charge</td>
<td>$335/hour</td>
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<tr>
<td>Kevin Johnson – Project Manager</td>
<td>$200/hour</td>
</tr>
<tr>
<td>Mike Wallace – Modeling Technical Advisor</td>
<td>$275/hour</td>
</tr>
<tr>
<td>Ron Milam – SB743 Technical Advisor</td>
<td>$330/hour</td>
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<tr>
<td>Ian Barnes – Technical Advisor</td>
<td>$190/hour</td>
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<tr>
<td>Diwu Zhou – Project Engineer</td>
<td>$140/hour</td>
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<table>
<thead>
<tr>
<th>Reimbursable Expenses</th>
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</thead>
<tbody>
<tr>
<td>Mileage (based on IRS standard mileage rates)</td>
<td>$0.54</td>
</tr>
</tbody>
</table>
EXHIBIT C
Insurance Requirements

INSURANCE: With respect to the performance of work hereunder, CONSULTANT shall maintain, and shall require all of its subcontractors, subconsultants, and other agents to maintain, insurance as described below:

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

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

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

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

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

   (3) “The insurance provided herein is primary coverage to the Sonoma County Transportation Authority with respect to any insurance or self-insurance programs maintained by SCTA.”

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

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

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

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

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

5. **Documentation:** The following documentation shall be submitted to SCTA:

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

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

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

6. **Policy Obligations:** CONSULTANT’s indemnification and other obligations shall not be limited by the foregoing insurance requirements.
7. **Material Breach:** If CONSULTANT, for any reason, fails to maintain the insurance coverage required by this Agreement, the same shall be deemed a material breach of contract. SCTA, in its sole discretion, may terminate this Agreement pursuant to the provisions of paragraph 4.2 and obtain damages from CONSULTANT resulting from said breach. Alternatively, SCTA may purchase the required insurance coverage, and without further notice to CONSULTANT, SCTA may deduct from sums due to CONSULTANT any premium costs advanced by SCTA for such insurance. These remedies shall be in addition to any other remedies available to SCTA.
Staff Report

To: SCTA/RCPA Board of Directors

From: Suzanne Smith, Executive Director

Item: 4.1 - SCTA/RCPA office relocation; approval of lease for 411 King Street

Date: September 10, 2018

Issue:

Shall the Board approve a new lease agreement for SCTA/RCPA office space?

Background:

The SCTA has had 4,011 square feet of office space at 490 Mendocino Avenue in Santa Rosa since 2006. Since that time, the agency has grown to include the RCPA and, with the combined agencies, gone from seven to thirteen positions. This has resulted in cramped office space with limited meeting rooms. The lease for 490 Mendocino expired on March 31, 2016 and staff has been pursuing other options since that time while maintaining a month-to-month lease.

The Executive Committee has been engaged in the exploration of new office space and in July recommended that staff pursue a lease for space at 411 King Street in Santa Rosa. This new space is on the second floor of the building at the corner of King and 5th Street and will be 6,865 square feet. The building owner is James Ratto.
Features of the new office include a boardroom, a large conference room, a small conference room and adequate office and cubicle space for current staff plus some room for growth. The space has a staff break room, good natural light and comes with 11 parking spaces. Additional parking will be available in the 5th Street parking garage one block away.

The proposed lease accepts the building as is and the layout provided in Exhibit A of the agreement is in keeping with our needs for space and meeting rooms.

**Policy Impacts:**

None.

**Fiscal Impacts:**

The proposed lease costs $1.90/sq ft with a 3% annual increase. The monthly rent will be $13,043.50 and the annual cost for year one is $156,522. The current budgets for SCTA, RCPA and Measure M include adequate funding for this level of rent in FY18/19 as well as moving costs. Future budgets will be able to accommodate the increase lease costs. Currently we spend a total of $9,240.64 in building lease and parking costs: $2.24/ sq ft on 4,011 sq ft for a total of $8,984.64/month, plus an additional $256 for parking spaces.

Staff explored expanding space in the current location but the tenant improvements and worked with the owners on possible design options. The result of these discussions was a viable space but the square footage rate was higher the King Street. That increased cost plus the inconvenience of working in the space during significant construction and on-going frustrations with the HVAC system made the King Street space the best option.

The total value of the five-year lease at 411 King Street is $830,996.56.

<table>
<thead>
<tr>
<th>Year</th>
<th>Lease Cost Monthly</th>
<th>Lease Cost Annually</th>
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</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>$13,043.50</td>
<td>$156,522.00</td>
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<tr>
<td>Year 2</td>
<td>$13,434.81</td>
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<td>Year 3</td>
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<td>Year 4</td>
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<td>$176,166.89</td>
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<tr>
<td>Total</td>
<td></td>
<td>$830,996.56</td>
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**Staff Recommendation:**

The Executive Committee recommends approval of a five-year lease for 411 King Street in Santa Rosa to accommodate the SCTA/RCPA offices.
LEASE

This Lease ("Lease") is made this ___ day of ____________, 20___ ("Effective Date"), by and between JAMES RATTO (hereinafter called "Landlord"), and the SONOMA COUNTY TRANSPORTATION AUTHORITY, a political subdivision of the State of California (hereinafter called "Tenant"). Landlord and Tenant are sometimes collectively referred to herein as the "parties" and singularly, as "party."

ARTICLE 1

REAL PROPERTY, BUILDING, AND PREMISES

1.1 Lease of Premises. Landlord hereby leases to Tenant and Tenant leases from Landlord those certain premises described in Exhibit A attached hereto ("Premises"), which are situated in that certain building commonly known as 411 King Street ("Building"), which Building is situated on that certain real property commonly known as Sonoma County Assessor’s Parcel Number 009-056-005 located in the City of Santa Rosa, County of Sonoma, State of California ("Real Property"). The parties agree that Rentable Area of the Premises are six thousand eight hundred sixty-five (6,865) square feet ("Premises Square Footage"), while the Rentable Area of the Building is fifteen thousand one hundred forty-seven (15,147) square feet ("Building Square Footage"). The Building, the areas servicing the Building, and the land on which the Building and those areas are located (as shown on the site plan attached to this Lease as Exhibit B) are sometimes collectively referred to as the "Real Property".

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

1.3 Preparation of Premises; Acceptance. Tenant accepts the Premises in the current "as-is" condition and Landlord shall have no obligation to perform any tenant improvements to prepare the Premises for Tenant’s occupancy. Any improvements completed prior to this Lease were done solely by the Landlord and in compliance with all laws, rules and order of all federal state and municipal governments.

1.4 Rentable Area and Usable Area. For purposes of this Lease and the rent calculations dependent thereon the parties accept the square footage identified above in Section 1.1.
ARTICLE 2

TERM

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

2.2 **Commencement Date.** The Lease Term shall commence ten (10) days following the date that the work to be done in the Premises by Landlord pursuant to the provisions referenced in the floor plan are substantially completed (the "Commencement Date"). Upon the determination of the Commencement Date, Landlord and Tenant shall execute a written acknowledgment of the Commencement Date and shall attach it to this Lease as Exhibit C.

2.3 **Option To Extend Term.** Landlord grants to Tenant one (1) option to extend the Lease Term ("Extension Option") for a period of five (5) years ("Option Term"), subject to the conditions described in this Section 2.3.

2.3.1 **Conditions of Option.** The Extension Option may be exercised only by written notice delivered by Tenant to Landlord as provided in Subsection 2.5.3 and only if, as of the date of delivery of the notice, Tenant is not in material default under this Lease after the expiration of any applicable cure periods. If Tenant properly exercises the Extension Option, the Lease Term, as it applies to the entire Premises then leased by Tenant, shall be extended for the Option Term.

2.3.2 **Option Rent.** The Rent payable by Tenant during the Option Term shall be the Rent in effect as of the commencement of the Option Term increased by three percent (3%). Rent shall be increased annually on the anniversary of the commencement of the Option Term by a three percent (3%) annual adjustment thereafter.

2.3.3 **Exercise of Option.** The Extension Option must be exercised by Tenant, if at all, only at the time and in the manner provided in this Subsection 2.5.3. If Tenant wishes to exercise its Extension Option with respect to the Option Term, Tenant shall deliver written notice to Landlord no less than one hundred eighty (180) days before the expiration of the initial Lease Term.

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

2.4 **Holding Over.** Any holding over by Tenant without Landlord's consent shall (i) not be nor be construed to be a renewal of the term of this Lease; (ii) shall constitute a month to month tenancy on the same terms and conditions herein set forth at a Base Rent equal to 150% of that in effect on the expiration of the Lease term; and (iii) may be terminated by either party upon sixty

Page 2 of 22
(60) days' prior written notice to the other party.

ARTICLE 3

USE OF PREMISES

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

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

ARTICLE 4

RENT

4.1 Rent. As used in this Lease, the term “Rent” shall include: (i) the Base Rent; (ii) Tenant’s Percentage Share of the total dollar increase, if any, in the Operating expenses paid or incurred by Landlord during the calendar year over the Operating Expenses paid or incurred by Landlord during the first twelve (12) months of the Lease (the “Base Year”) and (iii) all other amounts which Tenant is obligated to pay under the terms of this Lease. All amounts of money payable by Tenant to Landlord shall be paid without prior notice or demand, deduction or offset. If any installment of Rent is not paid by the tenth day of the month, Tenant shall pay to Landlord a late payment charge equal to five percent (5%) of the amount of the delinquent installment and the delinquent installment shall thereafter bear interest until paid at the rate (“Interest Rate”) which is the lesser of eighteen percent (18%) per annum or the maximum rate permitted by law.

4.2 Base Rent. The initial Base Rent payable under the Lease shall be Thirteen Thousand Forty-three and 50/100 Dollars ($13,043.50). Tenant shall pay Base Rent to Landlord at the address provided for notices in Paragraph 19.3 herein (or as may be otherwise designated in writing by Landlord upon 30 days written notice to Tenant), in advance, on the first day of each calendar month of the Term. Upon execution of this Lease, Tenant shall pay an amount equal to the monthly Base Rent, which shall be credited against the Base Rent due at the beginning of the Term.

4.3 Additional Rent – Annual Rental Adjustments/Operating Expenses

4.3.1 Increase in Operating Expenses. Rent shall include Tenant’s Percentage Share of the total dollar increase, if any, in the Operating Expenses paid or incurred by Landlord during the calendar year over the Operating Expenses paid or incurred by Landlord during the Base Year.

4.3.2 Operating Expenses. The term “Operating Expenses” shall include all reasonable expenses and costs of every kind and nature accruing concurrent with or after the execution of this Lease which Landlord shall pay or become obligated to pay because of or in connection with the ownership and operation of the Building, Common Areas and Premises, surrounding property and supporting facilities. Operating Expenses shall include, without
limitation, the following: (i) all impositions relating to the Building, Common Areas and Premises, including the Real Property Taxes; (ii) premiums for insurance relating to the Building, Common Areas and Premises; (iii) wages, salaries and related expenses and benefits of all on-site and off-site employees engaged in operation, maintenance and security; (iv) all supplies, materials and equipment rental used in operations; (v) all maintenance, janitorial, security and service costs; (vi) the direct cost of property management; (vii) repairs, replacements and general maintenance (excluding those paid for by proceeds of insurance or other parties, and alterations attributable solely to other tenants of the Building); (viii) all maintenance costs relating to the Building and Common Areas, including sidewalks, landscaping, service areas, mechanical rooms, parking areas, Building exterior and driveways; (ix) amortization of the capital improvements to the extent the capital improvements reduce other Operating Expenses or to the extent that they are required by governmental authorities; and (x) all charges for heat, water, gas, electricity and other utilities used or consumed in the Building and Common Areas, entranceways, sidewalks, etc.

4.3.3 Monthly Increments; Adjustment. Prior to the commencement of each of Landlord's accounting years, Landlord shall estimate the amount of the Operating Expenses payable by Tenant for the next accounting year pursuant to this Section. Tenant shall pay to Landlord, on the first of each month, in advance, one-twelfth (1/12) of Landlord's estimate. Within ninety (90) days after (or as soon thereafter as possible) the close of each accounting year, Landlord shall provide Tenant with a statement to account for any difference between the actual and the estimated Operating Expenses for the previous year. If Tenant has overpaid the amount of Operating Expenses owing pursuant to this Section, Landlord shall credit the overpayment to Tenant within thirty (30) days after Tenant's receipt of Landlord's statement; provided, however, that the Rent owed by Tenant shall never be less than the Base Rent as defined in Paragraph 4. If Tenant has underpaid the amount of Operating Expenses owing pursuant to this Paragraph, Tenant shall pay the amount of the underpayment to Landlord, as Additional Rent, within thirty (30) days after Tenant's receipt of Landlord's statement. If less than one hundred percent (100%) of the rentable area of the Building is occupied, Operating Expenses shall be adjusted to equal Landlord's reasonable estimate of Operating Expenses if one hundred percent (100%) of the total rentable area of the building were occupied.

4.3.4 Definition of Real Property Taxes. The term "Real Property Taxes" shall mean any ordinary or extraordinary form of assessment or special assessment, license fee, rent tax, levy, penalty (if a result of Tenant's delinquency), or tax, other than net income, estate, succession, inheritance, transfer or franchise taxes, imposed by any authority having the direct or indirect power to tax, or by any city, county, state or federal government for any maintenance or improvement or other district or division thereof. The term shall include all transit charges, housing fund assessments, real estate taxes and all other taxes relating to the Premises, Building and/or Property, all other taxes which may be levied in lieu of real estate taxes, all assessments, assessment bonds, levies, fees and other governmental charges (including, but not limited to, charges for traffic facilities, improvements, child care, water services studies and improvements, and fire services studies and improvements) for amounts necessary to be expended because of governmental orders, whether general or special, ordinary or extraordinary, unforeseen as well as foreseen, of any kind and nature for public improvement, services, benefits or any other purposes which are assessed, levied, confirmed, imposed or become a lien upon the Premises, Building or Property or become payable during the Term.

4.3.5 Acknowledgment of Parties. It is acknowledged by Landlord and Tenant that Proposition 13 was adopted by the voters of the State of California in the June 1978 election, and that assessments, taxes, fees, levies and charges may be imposed by governmental agencies for...
such purposes as fire protection, street, sidewalk, road, utility construction and maintenance, refuse removal and for other governmental services which formerly may have been provided without charge to property owners or occupants. It is the intention of the parties that all new and increased assessments, taxes, fees, levies and charges due to Proposition 13 or any other cause are to be included within the definition of Real Property Taxes for purposes of this Lease.

4.3.6 Taxes on Tenant Improvements and Personal Property. Notwithstanding any other provisions hereof, Tenant shall pay the full amount of any increase in Real Property Taxes during the Term resulting from any and all alterations and tenant improvements of any kind whatsoever placed in, on or about the Premises for the benefit of, at the request of, or by Tenant. Tenant shall pay, prior to delinquency, all taxes assessed or levied against Tenant’s personal property in, on or about the Premises. When possible, Tenant shall cause its personal property to be assessed and billed separately from the real or personal property of Landlord.

4.3.6 Base Rent for the first full calendar month of the Lease Term shall be paid on the Commencement Date. If the Commencement Date falls on a day other than the first day of the month, Base Rent for the second month of the Term shall be prorated based on a 365-day year. All other payments or adjustments that are required to be made under the terms of this Lease and that require proration on a time basis shall be prorated on the same basis.

4.4 Rental Adjustments. Base Rent shall be increased by three percent (3%) per year beginning on the first anniversary of the Commencement Date and on each successive anniversary thereafter during the Lease Term, and the Option Term if applicable.

ARTICLE 5

MAINTENANCE

5.1 Maintenance of Building and Premises. Except as otherwise provided in this Lease, during the Lease Term, Landlord, at its expense, agrees to maintain the Building and the Premises, in a condition appropriate for a building of this type and in this location. This obligation shall include, but not by way of limitation, the maintenance and repair of any air conditioning, heating, ventilating, elevator, sprinkler, sewage, electrical, gas, life safety, water supply or steam system, foundation, superstructure, structural roof, roofing membrane, exterior walls, and other structural members and parts of the Building, all ordinary maintenance of the exterior portions of the Building such as painting and/or washing the exterior walls and windows, maintaining the exterior portions of the Building, polishing or waxing any exterior components, cleaning and maintaining sidewalks adjacent to the Building, rubbish removal and all interior maintenance, repair and replacement, including, without limitation, the replacement of fluorescent and other lighting (e.g., light bulbs, ballasts) and furnishing of all restroom supplies. In addition, Landlord shall provide, for the use by Tenant and its customers, agents, employees, assignees, licensees and invitees during standard business hours, building utility services and elevators and commercial building maintenance services which are capable of promptly performing the services or work required. Landlord shall have thirty (30) days after notice from Tenant to perform its obligations under this Section 5.1, except that Landlord shall perform its obligations immediately if the nature of the problem presents a hazard or emergency or substantially interferes with Tenant’s use of the Premises. If Landlord does not perform its obligations within the time limitations in this Section 5.1, Tenant may perform
the obligations and shall have the right to be reimbursed for the sum Tenant actually expends in the performance of Landlord’s obligations. If Landlord does not reimburse Tenant within thirty (30) days after demand from Tenant, and Landlord does not, in good faith, dispute Tenant’s performance of the obligations, Tenant shall have the right to withhold from future Rent due the sum Tenant has expended until Tenant is reimbursed in full.

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

ARTICLE 6

UTILITIES AND SERVICES

6.1 Landlord to Provide Utilities. Landlord shall provide and pay for electricity service for ordinary lighting and business machines (such as typewriters, adding machines, faxes, printers, and computer terminals), gas, water, sewer, and heat and air conditioning (in the customary periods of the year and during the customary business hours (i.e., 7:00 a.m. to 7:00 p.m., Monday through Friday and 8:00 a.m. to 12:00 p.m. Saturday, excluding County holidays)) all in reasonable amounts not to exceed the capacities of the utility systems serving the Premises making delivery to Tenant, such amounts not to be less than the amounts being used upon the commencement of this Lease plus Tenant’s anticipated growth. For the avoidance of doubt, the costs of such services shall be included in the calculation of Operating Expenses.

6.2 Failure to Furnish Utilities. Except as hereinafter provided, Landlord shall not be liable for any failure to furnish any of such services or utilities when such failure is caused by strikes, lockouts, other labor troubles or other conditions beyond Landlord’s reasonable control (financial inability excepted), and Tenant shall not be entitled to any damages nor shall any such failure relieve Tenant of the obligation to pay Rent, or constitute or be construed as a constructive or other eviction of Tenant. Notwithstanding the foregoing, Rent of any kind provided in this Lease shall be equitably abated in the event Landlord, for whatever reason, is unable to supply any of the Building’s sanitary, electrical, heating, air conditioning, water or other systems serving the Premises for a period of twenty-four (24) hours or more, unless the damage or defective condition relating to failure of such systems is caused by: (a) Tenant, its employees, licensees or invitees; or (b) strike, lockout or other labor troubles; or (c) provider service interruption or other conditions beyond Landlord’s reasonable control (financial inability excepted). If the damage or defective condition is caused by one of the above three listed reasons, then there shall be no abatement of Rent. If Landlord’s failure to furnish any such services or utilities to the Premises or to supply any of the Building’s sanitary, electrical, heating, air conditioning, water or other systems serving the Premises for any period of time is caused by any negligence or willful act of Landlord, or Landlord’s agents or contractors, there shall be an immediate abatement of Rent for the period of such failure or lack of supply. In the event of any stoppage or interruption of services, Landlord shall use commercially reasonable and diligent efforts to restore said services as soon as possible. Tenant, however, shall have the right, at its option, to terminate this Lease if any such stoppage or interruption of said services continues for any reason for more than fifteen (15) consecutive business days.
6.3 **Key Cards.** Tenant shall have the right to install or have installed in the Premises, a card key access system or other security system so long as Landlord is provided with access for use in case of emergency.

6.4 **Janitorial Services.** Landlord agrees to provide reasonable cleaning service for the Premises five days per week, and as reasonably necessary for all of the public and common areas in the Building, including the elevators and stairways. Landlord covenants and agrees: (a) to comply with all present and future laws, orders and regulations of the Federal, State, County, municipal or other governing authorities, departments, commissions, agencies and boards regulating the collection, sorting, separation, and recycling of garbage, trash, rubbish and other effuse (collectively "trash"); (b) so long as Tenant complies with reasonable rules imposed by Landlord for sorting trash within the Premises, to sort and separate trash and recycling into such categories as are provided by law; and (c) so long as Tenant complies with reasonable rules imposed by Landlord for sorting trash within the Premises, that Landlord shall pay all costs, expenses, fines penalties or damages that may be imposed on Landlord or Tenant by reason of Landlord's failure to comply with the provisions of this Section 6.4.

**ARTICLE 7**

**ALTERATIONS AND IMPROVEMENTS**

During the term of this Lease, Tenant shall make no alterations, installations, additions, or improvements to the Premises costing more than **Two Thousand Five Hundred Dollars ($2,500)** without submitting to Landlord plans and specifications therefor and obtaining Landlord’s written consent, which consent will not be unreasonably withheld or delayed unless such plans and specifications contain structural changes, consent for which Landlord may reasonably withhold. Landlord, without any cost to itself, shall cooperate with Tenant in securing building and other permits and authority necessary from time to time for any work permitted under this Lease. Tenant may at any time remove any equipment and trade fixtures installed by or on behalf of Tenant in the Premises. Improvements made by Tenant at any time to the Premises during the term of this Lease shall be and remain the property of Tenant, however, Tenant shall be obligated to return the Premises to the condition in which received in the event of removal of any improvements.

**ARTICLE 8**

**PARKING**

So long as access to the facilities are available to Landlord, this Lease will include the right for Tenant's employees, contractors, agents, customers and invitees to use on an exclusive basis eleven (11) parking spaces in the parking area across Fifth Street from the Building in the location of 820 Fifth Street. Landlord reserves the right to make changes in the parking layout from time to time, provided such changes comply with all Laws and Orders and do not adversely affect Tenant's ability to utilize said eleven (11) parking spaces.

**ARTICLE 9**

Page 7 of 22
INSURANCE AND INDEMNITY

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

9.2 Indemnity. Tenant agrees to indemnify Landlord against and save Landlord harmless from any and all loss, cost, liability, damage and expense, including, without limitation, reasonable attorneys' fees and costs that may be asserted by any party and incurred in connection with or arising from: (a) any default by Tenant in the observance or performance of any of the terms, covenants or conditions of this Lease on Tenant's part to be observed or performed; (b) the use or occupancy or manner of use or occupancy of Tenant; (c) the condition of the Premises related to Tenant's duties under this Lease, or any occurrence on the Premises from any cause whatsoever, except to the extent caused by the negligence or willful misconduct of Landlord or related to the duties of Landlord under this Lease; or (d) any acts, omissions or negligence of Tenant or of the contractors, agents, employees, visitors or licensees of Tenant in, on or about the Premises or the Building. Tenant's obligations under this Section 9.2 shall survive the termination of the Lease.

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

ARTICLE 10

DESTRUCTION AND UNTENANTABILITY OF PREMISES

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

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

10.3 **Option to Terminate in Certain Events.** If during the Lease Term the Building or any portion thereof receives Major Damage, the effect of which is to render the Premises un-tenantable for continued occupancy for a period of two hundred forty (240) days or more, then Landlord and/or Tenant shall have the option to terminate this Lease upon thirty (30) days' notice to the other.

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

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

**ARTICLE 11**

**EMINENT DOMAIN**

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

11.2 **Date of Appropriation.** For the purposes of this Article 11, the date of appropriation shall be the date upon which the condemning authority takes possession of all or any part of the Building or any interest therein or appurtenant thereto, or the date upon which Tenant is required by the condemning authority to commence vacating the Premises or any portion thereof, or any interest therein or appurtenant thereto, as a result of such appropriation, whichever date shall first occur.

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

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

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

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

11.4.3 Abatement of Rent. The Rent for the remainder of the Lease Term shall be prorated based on the reduction in the square footage of the Premises. Rent shall also be abated for any portion of the Premises that is not appropriated but is rendered temporarily unusable by virtue of repairs or restoration necessitated by the appropriation of other space.

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

11.5 Amounts Payable by Reason of Termination. If this Lease is terminated pursuant to Section 11.4.2, the entire award (less the reasonable expenses of Landlord and Tenant incurred in such appropriation proceedings which shall be paid to Landlord or Tenant, as applicable) made with respect to the appropriation shall be paid to Landlord; provided, however, Tenant and its representative shall have the right to participate in any negotiations with respect to the amount or allocation of such award. Payment from the award shall be made first to the senior mortgage holder on the Building in an amount necessary to repay its security interest. Tenant shall have the right to make a separate claim in the condemnation proceedings and to share in the aggregate award which is paid by the condemnor or awarded by the court specifically for (1) the fair market value of the unexpired portion of the Lease Term (including the option to extend the Lease Term pursuant to Section 2.3, as if the option were fully exercised by Tenant) in excess of the Rent provided for herein, exclusive of any immovable trade fixtures or improvements; plus (2) any severance damages attributable to the unexpired Lease Term; plus (3) the taking of the unamortized or undepreciated value of any leasehold improvements owned by Tenant that Tenant has the right to remove at the end of the Lease Term and that Tenant elects not to remove; plus (4) reasonable removal and relocation costs for any leasehold improvements that Tenant has the right to remove and elects to remove (if condemnor approves the removal); plus (5) relocation costs under Government Code section 7262, the claim for which Tenant may pursue by separate action independent of this Lease; plus (6) any other amount in addition to the foregoing that does not reduce the amount of the award payable to the Landlord.

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

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

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

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

11.10 Date of Payments. All payments due Tenant from Landlord by reason of an appropriation shall be paid to Tenant without prior notice or demand and on or before the expiration of a period of thirty (30) days from the date on which the amount of the award is finally determined and Landlord obtains, or has the right to obtain, whichever shall first occur, such award. If Landlord shall fail to make any such payments to Tenant on or before the expiration of such thirty (30) day period, in addition to any and all other remedies available to Tenant under this Lease or otherwise, Landlord shall be obligated to pay interest to Tenant on the unpaid amount of such payments at the maximum rate permitted by law.

ARTICLE 12

COMPLIANCE WITH LAWS

12.1 Definition of "Laws and Orders." For purposes of this Article 12, the term "Laws and Orders" includes all Federal, State, county, city, or government agency laws, statutes, ordinances, rules, requirements, or orders now in force or hereafter enacted, promulgated, or issued which are applicable to the Premises, the Building and the Real Property. The term also includes government measures regulating or enforcing public access or occupational or health or safety standards for landlords.

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

12.3 Rent Abatement. Subject to Subsection 20.2, Tenant's Rent shall be abated while

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Tenant’s use is disrupted by any work required by Section 12.2, provided Tenant is not actually using the space.

12.4 Certified Access Specialist Disclosure. Pursuant to California Civil Code Section 1938, the subject property has not been inspected by a “Certified Access Specialist”. A Certified Access Specialist (CASp) can inspect the subject Premises and determine whether the subject Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject Premises, the commercial property owner or Landlord, while not accruing any obligations to bring the building into compliance with such inspection, may not prohibit the Tenant from obtaining a CASp inspection of the subject Premises for the occupancy or potential occupancy of the Tenant, if requested by the Tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection and the cost and obligations for making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.

ARTICLE 13

SURRENDER

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

ARTICLE 14

SUBORDINATION

This Lease may, at the option of Landlord, be made subordinate to any first mortgage or first deed of trust now or hereafter placed upon or affecting the real property of which the Premises form a part, and to all renewals, modifications, replacements and extensions thereof; provided that, as a condition of such subordination and only if such mortgage or deed of trust shall contain a covenant which shall permit the proceeds of all insurance policies covering the Building, improvements, equipment and/or appurtenances thereto, whether such proceeds are to be held by Landlord or the first mortgagee or beneficiary, to be paid and/or made available for repair, replacement and rebuilding as provided in this Lease; and (b) a separate written agreement is entered into by the mortgagee named in any such mortgage, or by the trustee and the beneficiary named in any such deed of trust, and is recorded simultaneously with said mortgage or deed of trust, providing that, notwithstanding any default in the mortgage or deed of trust and any foreclosure thereof, or the enforcement by the holder thereof of any rights or remedies, including sale thereunder, or otherwise, this Lease shall be recognized, remain in full force and effect, and the Tenant shall be permitted to remain in quiet and peaceful possession of the Premises throughout the term thereof, and any extension or renewal thereof, as long as Tenant shall not be in default under this Lease, or, if Tenant is in such default, as long as Tenant's time to cure such default shall not have expired. If Tenant has received the non-disturbance agreement and estoppel certificate Tenant shall, within fifteen (15) days after Landlord’s request, execute any further instruments or assurances in recordable form that Landlord reasonably considers necessary to evidence or confirm the subordination or superiority of this Lease to any such encumbrances or underlying leases. Such
subordination instrument(s) shall be strictly limited to matters contained in the non-disturbance agreement and estoppel certificate, and no such instruments may increase any of Tenant's obligations or decrease any of Tenant's rights under this Lease. Tenant's failure to execute and deliver such instrument(s) shall constitute a default under this Lease only if Landlord has first delivered the non-disturbance agreement and/or estoppel certificate as required hereunder to Tenant.

ARTICLE 15
TRANSFER OF TENANT'S INTEREST

Tenant shall, with the prior written consent of Landlord, which consent shall not be unreasonably withheld, have the right at any time and from time to time to assign or otherwise transfer all or any part of Tenant's interest in this Lease and to sublet the Premises, or any part thereof.

ARTICLE 16
QUIET ENJOYMENT AND TITLE

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

ARTICLE 17
ENVIRONMENTAL REPRESENTATIONS

17.1 Definition of "Hazardous Material." As used in this Article 17, the term "Hazardous Material" shall mean any hazardous or toxic substance, material, or waste that is or becomes regulated by the United States or the State of California. Hazardous Material includes:

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

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

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

(d) Petroleum products;

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

(f) Asbestos in any form or condition; and

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

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

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

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

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

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

17.6 Survival. Landlord’s indemnification obligations under Section 17.5 above shall

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survive the expiration or sooner termination of this Lease.

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

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

17.9 Clean-Up. If, unless such clean-up is caused by Tenant, Landlord is responsible for the clean-up of any contamination of the Premises, the Building or the Real Property, Landlord shall carry out and complete, at its own cost and expense, any repair, closure, detoxification, decontamination, or other cleanup of the Premises, the Building or the Real Property required by Hazardous Substance Laws. Should Landlord fail to implement and diligently pursue any such clean-up promptly upon receipt of notice thereof, then Tenant shall have the right, but not the obligation, to terminate the Lease.

ARTICLE 18

INSPECTION AND ENTRY BY OWNER

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

ARTICLE 19

NOTICE

19.1 Notices. All notices (including requests, demands, approvals, or other communications) under this Lease, unless otherwise set forth in this Lease, shall be in writing.
19.1.1 **Method of Delivery.** Notice shall be sufficiently given for all purposes:

(a) When personally delivered to the recipient, notice is effective on delivery.

(b) When mailed first class to the last address of the recipient known to the party giving notice, notice is effective on delivery.

(c) When mailed by certified mail with return receipt requested, notice is effective five (5) days following mailing.

(d) When delivered by overnight delivery with charges prepaid or charged to the sender’s account, notice is effective on delivery.

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

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

“Tenant” Sonoma County Transportation Authority
Attn: Suzanne Smith
411 King Street
Santa Rosa, California 95401
Fax No. 707-565-5370
Email: info@scta.ca.gov

With a copy to:
SCTA Counsel
Attn: Aldo Mercado
575 Administration Drive, Room 105-A
Santa Rosa, CA 95403

“Landlord” James Ratto
c/o Bart Van Voorhis
P.O. Box 2828
Santa Rosa, CA 95405
707 481-6224

ARTICLE 20

DEFAULTS; REMEDIES

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

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to cure the default within the thirty (30) day period and diligently and in good faith prosecutes such
cure to completion.

20.2 Tenant's Remedies on Landlord's Default. If Tenant at any time, by reason of
Landlord's default, pays any sum or does any act that requires the payment of any sum, the sum
paid by Tenant shall be due from Landlord to Tenant within thirty (30) days of written notice that
the sum was paid, and if paid at a later date shall bear interest at the maximum rate the Tenant is
permitted by law to charge from the date the sum is paid by Tenant until Tenant is reimbursed by
Landlord. If Landlord fails to reimburse Tenant as required by this paragraph, Tenant shall have
the right to withhold from future Rent due the sum Tenant has paid until Tenant is reimbursed in
full for the sum and interest on it. The remedies set forth in this Section 20.2 are in addition to and
do not in any manner limit other remedies set forth in particular paragraphs of this Lease. In the
event Landlord disputes that it is in default, Landlord shall have the right to initiate an arbitration
proceeding in accordance with Article 25 except that the arbitrator shall be appointed by the
presiding judge of the Sonoma County Superior Court and once appointed each side shall have
five (5) business days to submit written statements and supporting documents to the arbitrator.

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

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

(b) The failure by Tenant to observe or perform any of the material covenants,
conditions or provisions of this Lease to be observed or performed by Tenant, including the
payment of Rent, where such failure shall continue for a period of thirty (30) days after written notice
is given by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that
more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed
to be in default if Tenant commences such cure within said thirty (30) day period and thereafter
diligently prosecutes such cure to completion. The purpose of this notice requirement is to extend
the notice requirements of the unlawful detainer statutes of California.

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

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

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

(c) The worth, at the time of the award, of the amount by which the unpaid Rent
for the balance of the term after the time of award exceeds the amount of the loss of Rent that
Landlord proves could not have been reasonably avoided; and
(d) Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default which Landlord proves could not have been reasonably avoided.

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

"The worth, at the time of the award," as used in "(a)" and "(b)" of this Section 20.3, is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge. "The worth, at the time of the award," as referred to in "(c)" of this Section 20.3, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

ARTICLE 21
SIGNAGE

Upon the commencement of this Lease, Landlord shall provide building standard signage on the building entry and suite. The cost of the signage and lettering shall be Landlord's responsibility.

ARTICLE 22
BROKERAGE

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

ARTICLE 23
DISPUTE RESOLUTION

23.1 Arbitration of Disputes. Any dispute (but in no event unlawful detainer actions) that is required by the express terms of this Lease to be resolved by arbitration shall be resolved by neutral binding arbitration before a panel of three (3) arbitrators unless otherwise agreed, to be held in accordance with the commercial/real estate arbitration rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any Court
having jurisdiction over the dispute.

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

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

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

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

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

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

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

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

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

ARTICLE 24

MISCELLANEOUS

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

24.2 Counting Days. Days shall be counted by excluding the first day and including the
last day. If the last day is a Saturday, Sunday, or a legal holiday as described in Government Code
Sections 6700-6701, it shall be excluded. Any act required by this Lease to be performed by a
certain day shall be timely performed if completed before 5 p.m. local time on that date. If the day
for performance of any obligation under this Lease is a Saturday, Sunday, or a legal holiday, the
time for performance of that obligation shall be extended to 5 p.m. local time on the first following
date that is not a Saturday, Sunday, or a legal holiday.

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

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

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

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

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

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

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

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

24.11 Construction of Lease. This Lease shall be strictly construed neither against Landlord nor Tenant, but shall be construed according to the fair meaning of its terms. No remedy or election given by any provision in this Lease shall be deemed exclusive unless so indicated, but each shall, wherever possible, be cumulative with all other remedies in law or equity as otherwise specifically provided. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the words "he", "his" or "him" if used with reference to Landlord shall be deemed to include the neuter or feminine gender of such pronoun. "Landlord" whenever used includes all grantors of the term, who shall be held bound jointly and severally hereby.

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

ARTICLE 25

TELECOMMUNICATIONS EQUIPMENT

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

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

"LANDLORD": JAMES RATTO

By: ______________________________

"TENANT": SONOMA COUNTY TRANSPORTATION AUTHORITY

By: ______________________________
Suzanne Smith, Executive Director

The Executive Director is authorized to execute this Lease, pursuant to the SCTA/RCPA Board Action dated ________________, 20__.  

APPROVED AS TO FORM FOR TENANT:

__________________________
Aldo Mercado, Deputy County Counsel

CERTIFICATE OF INSURANCE ON FILE WITH DEPARTMENT:

Reviewed by: ______________________________ Date: ______________________________
EXHIBIT – C
(COMMENCEMENT ACKNOWLEDGEMENT)

James Ratto
C/O Bart Van Voorhis
P.O. Box 2828
Santa Rosa, CA 95405

Re: Lease Dated: ________________

Landlord: James Ratto
Tenant: Sonoma County Transportation Authority
Premises: 411 King Street Santa Rosa, California

Gentlemen:

The undersigned, Tenant under the above-described Lease, hereby confirms, as of the date hereof, the following:

1. That it is in full and complete possession of the Premises, such possession having been delivered by Landlord and having been accepted by the undersigned.

2. That any space requirements to be furnished by the terms of the Lease have been completed in all respects to the satisfaction of the undersigned and are open for the use of, the undersigned, its employees and invitees.

3. That all duties of an inducement nature required of Landlord in said Lease have been fulfilled.

4. That said Lease is in full force and effect; that there are no existing defaults on the part of the Landlord under the terms thereof.

5. That said Lease has not been amended, modified, supplemented or superseded except as follows:

6. That no rents have been prepaid except as provided by said Lease.

7. That undersigned has received no notice of prior sale, transfer, assignment, hypothecation or pledge of the said Lease or of the rents secured herein, except to you.

8. The rents provided in said Lease commenced to accrue, and that the Commencement Date occurred, on ________________ ___.

Very truly yours,

Sonoma County Transportation Authority

By: __________________________________________

Title: __________________________________________
EXHIBIT – D
(INSURANCE CERTIFICATE)

[Please Provide]
LEASING DISCLOSURE AND CONFIRMATION REGARDING REAL ESTATE AGENCY RELATIONSHIP

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction. With each specific transaction, you should read the Agency Disclosure and consider how you are being represented.

LANDLORD'S AGENT

A Landlord's agent under a listing agreement with the Landlord acts as the agent for the Landlord. A Landlord's agent or a subagent of that agent has the following affirmative obligations:

To the Landlord: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Landlord.

To Tenant and Landlord: (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.

TENANT'S AGENT

A Tenant's agent can, with a Tenant's consent, agree to act as agent for the Tenant only. In these situations, the agent is not the Landlord's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Landlord. An agent acting only for a Tenant has the following affirmative obligations:

To the Tenant: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Tenant.

To Tenant and Landlord: (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH LANDLORD AND TENANT

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Landlord and the Tenant in a transaction, but only with the knowledge and consent of both the Landlord and the Tenant.

In a dual agency situation, the agent has the following affirmative obligations to both the Landlord and the Tenant:

(a) A fiduciary duty of utmost care, integrity, honest and loyalty in the dealings with either Landlord or Tenant.
(b) Other duties to the Landlord and the Tenant as stated above in their respective sections.

In representing both Landlord and Tenant, the agent may not, without the express permission of the respective party, disclose to the other party that the Landlord will accept a rent less than the listed rent or that the Tenant will pay a rent greater than the rent offered.

The above duties of the agent in a real estate transaction do not relieve a Landlord or Tenant from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise someone about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive of the Civil Code set forth or the reverse hereof. Read it carefully.

We acknowledge receipt of a copy of this disclosure:

Tenant ___________________ Date ___________________ Landlord ___________________ Date ___________________

Tenant ___________________ Date ___________________ Landlord ___________________ Date ___________________

Agent ___________________ Date ___________________ Agent ___________________ Date ___________________

CONFIRMATION OF AGENCY

Keegan & Coppin Co., Inc. is the agent of: (Check one)
   X  The Tenant exclusively; or
   ___ The Landlord Exclusively
   ___ Both the Tenant and Landlord

Newmark Cornish & Carey is the agent of: (Check one)
   X  The Landlord exclusively; or
   ___ Both the Tenant and Landlord

CONFIRMED AND AUTHORIZED:

Tenant ___________________ Date ___________________

Tenant ___________________ Date ___________________

Agent for Tenant ________________ Kevin Doran
Lic. #01704987

CONFIRMED AND AUTHORIZED:

Landlord ________________ Date ___________________

Landlord ________________ Date ___________________

Agent for Landlord Ron Reinkug
Lic. #00931004

PROPERTY ADDRESS: 411 King Street, Santa Rosa, CA 95402
2079.13. As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with section 2295) in a real property transaction, and includes a person who is licensed as a real property transaction, and includes a person who is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase.

(b) "Associate license" means a person who is licensed as a real estate broker or saleperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee.

The agent in the real property transaction bears responsibility for the listing or offer to purchase the property.

(c) "Buyer" means a transfer in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendor or lessor.

(d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29.

(e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction.

(f) "Listing agent" means a person who is licensed as a real estate broker or saleperson for the listing of real estate property to act as an agent for compensation.

(g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent.

(h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property.

(i) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller.

(k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code.

(l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase.

(m) "Sale," "sale" or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of leasehold exceeding one year's duration.

(n) "Seller" means the seller in a real property transaction, and includes an owner of real estate property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer.

(o) "Listing agent" means a person who is licensed as a real estate broker or saleperson for the listing of real estate property to act as an agent for compensation.

(p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in real property transaction.

2079.14. Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure from specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows:

(a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement.

(b) The listing agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the listing agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a).

(c) Where the seller does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller as his or her last known address, in which case no signed acknowledgement of this receipt is required.

(d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement or receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for the agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.17. (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, or as a dual agent representing both the buyer and the seller.

(b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

<table>
<thead>
<tr>
<th>Listing agent name</th>
<th>Selling agent name</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Name of Listing Agent)</td>
<td>(Name of Selling Agent if not the same as the Listing Agent)</td>
</tr>
<tr>
<td>(Check one)</td>
<td></td>
</tr>
<tr>
<td>(i) the seller exclusively; or</td>
<td>(i) the buyer exclusively; or</td>
</tr>
<tr>
<td>(j) both the buyer and seller.</td>
<td>(j) the seller exclusively; or</td>
</tr>
<tr>
<td></td>
<td>(j) both the buyer and seller</td>
</tr>
</tbody>
</table>

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18. No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19. The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative or a particular agency relationship between the seller and buyer or seller and agent. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20. Nothing in this article precludes from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Sections 2079.14 and 2079.17 are complied with.

2079.21. A dual agent shall disclose to the seller that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer.

2079.22. Nothing in this article precludes the selling agent from acting as a dual agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23. (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agreement with the written consent of the parties to the agency relationship.

(b) A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24. Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.
Section I: Insurance Required to be Maintained by Landlord

At all times during the term of this Lease, Landlord shall purchase and maintain, at its own expense, insurance as described below, unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements.

Tenant 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 Lease or failure to identify any insurance deficiency shall not relieve Landlord from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during this Lease.

1. Workers Compensation and Employers Liability Insurance
   a. Required if Landlord has employees.
   b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
   c. Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
   d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Tenant.
   e. Required Evidence of Insurance:
      i. Subrogation waiver endorsement; and
      ii. Certificate of Insurance

If Landlord currently has no employees, Landlord agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Lease 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; the General Aggregate shall apply separately to each location. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Landlord maintains higher limits than the specified minimum limits, Tenant requires and shall be entitled to coverage for the higher limits maintained by Landlord.
   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 Tenant. Landlord is responsible for any deductible or self-insured retention and shall fund it upon Tenant’s written request, regardless of whether Landlord has a claim against the insurance or is named as a party in any action involving the Tenant.
   d. Sonoma County Transportation Authority shall be additional insureds for liability arising out of premises owned by or rented to Landlord, (Insurance Services Office endorsement CG 20 26 or equivalent).
   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 shall cover inter-insured suits between Landlord and Tenant and include a “separation of insureds” or “severability” clause which treats each insured separately.
   g. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Tenant.
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. Property Insurance for Building and Tenants’ Improvements & Betterments
a. The insurance shall cover the Building (excluding land) and all improvements and structures on the land.
b. Insured perils shall be “special form” or “all risks”.
c. The minimum amount of insurance shall be the full current replacement cost of the building and all improvements and structures on the land, including the cost of debris removal. This amount shall be re-determined annually by Landlord, subject to approval by Tenant.
d. The insurance shall apply on a replacement cost basis, without deduction for depreciation.
e. The insurance shall cover the interests of both Landlord and Tenant. Tenant shall be endorsed as an additional insured with respect to its interest in covered property; other tenants may be added as additional insureds.
f. All moneys collected from the insurance company shall be held by Landlord in trust to be used and applied exclusively in accordance with Article 10 entitled “Destruction and Untenantability of Premises”.
g. Tenant shall not be responsible to Landlord for any coinsurance penalty assessed by the insurance company.
h. If the policy has a deductible, Landlord shall be responsible for the full amount of the deductible without contribution from Tenant.
i. Required Evidence of Insurance:
   i. Additional insured endorsement; and
   ii. Certificate of Property Insurance or Evidence of Commercial Property Insurance.

4. Rental Value Insurance
a. The insurance shall cover loss of rents resulting from an insured cause of loss under a “special form” or “all risks” policy.
b. The period of insurance shall be the entire period of restoration of damaged property and shall not be limited to a period of 12 or 18 months.
c. The limit shall be one hundred fifty percent (150%) of the annual rents payable by all tenants occupying the building.
d. Required Evidence of Insurance: Certificate of Property Insurance or Evidence of Commercial Property Insurance.

5. Mold Liability Insurance
a. The insurance shall cover claims for mold-related bodily injury and property damage (including loss of use) and remediation expenses.
b. The insurance shall cover claims arising out of the presence of mold, microbial matter, or mold or fungus spores on the Premises.
c. Minimum Limit: $5,000,000 per occurrence.
d. Required Evidence of Insurance: Certificate of Insurance.

6. Standards for Insurance Companies
   Insurers shall have an A.M. Best's rating of at least A:VII.

7. Documentation
   a. The Certificate of Insurance must include the following reference: 411 King Street, Santa Rosa California.
   b. All required Evidence of Insurance shall be submitted prior to the execution of this Lease. Landlord agrees to maintain current Evidence of Insurance on file with Tenant for the required
period of insurance.

c. The name and address for Additional Insured endorsements and Certificates of Insurance is:
   Sonoma County Transportation Authority
   411 King Street
   Santa Rosa, CA 95401

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

e. Landlord shall provide immediate written notice if: (1) any of the required insurance policies is
   terminated; or (2) the limits of any of the required policies are reduced.

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

8. Policy Obligations
   Landlord’s indemnity and other obligations shall not be limited by the foregoing insurance
   requirements.

9. Material Breach
   If Landlord fails to maintain insurance which is required pursuant to this Lease, it shall be deemed
   a material breach of this Lease. Tenant may give notice to Landlord to reinstate or acquire the
   affected insurance. Should Landlord fail to reinstate or acquire the affected insurance within ten
   (10) days of Tenant's notice to reinstate or acquire such insurance, Tenant may either terminate
   this Lease, reinstate or acquire the affected insurance, and Landlord shall reimburse Tenant for
   the necessary cost at Tenant's option.

Section II: Insurance Required to be Maintained by Tenant

At all times during the term of this Lease, Tenant shall purchase and maintain, at its own expense,
insurance or self-insurance as described below.

1. General Liability Insurance
   a. Minimum Limit: $1,000,000 per occurrence.
   b. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate
      against Landlord.
   c. **Required Evidence of Insurance:** Certificate of Insurance or Letter of Self-Insurance.

2. Documentation
   a. All required Evidence of Insurance shall be submitted prior to the execution of this Lease. Tenant
      agrees to maintain current Evidence of Insurance on file with Landlord at all times during the term of
      this Lease.
   b. 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
      insurance or self-insurance.
Staff Report

To: Sonoma County Regional Climate Protection Authority

From: Aleka Seville, Director of Climate Programs

Item: 4.2 – Air District – Diesel Free by 2033 Initiative

Date: September 10, 2018

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**Issue:**

Shall the RCPA adopt Resolution No. 2018-015 to endorse the Diesel Free by ’33 Statement of Purpose to establish a goal to reduce diesel emissions in Sonoma County?

**Background:**

The Bay Area Air Quality Management District (BAAQMD) is asking Bay Area cities, counties, local elected officials, businesses and industry leaders to join BAAQMD and the state of California to showcase collective leadership to identify and adopt innovative solutions to eliminate diesel emissions and black carbon from our communities.

Diesel exhaust causes significant public health effects and accelerates climate change. The California Air Resources Board estimates that on-road diesel and off-road mobile engines comprise 54 percent of the state of California’s total black carbon emissions, a short-lived climate pollutant that is contributing significantly to global climate change. Diesel air pollution is highly toxic and can have an immediate impact on the health of residents in communities where emissions are most concentrated. The impacts will fall most heavily on communities and populations already significantly impacted by air pollution, environmental hazards, and economic inequality.

The statement of purpose is intended to accelerate action toward meaningful progress in support of all climate protection agreements. Signatories are committing to develop an implementation strategy to reduce diesel emission in their jurisdictions, share solutions and report progress.

**Policy Impacts:**

Endorsing the Diesel Free by ’33 Statement of Purpose is in alignment with RCPA policy.

**Fiscal Impacts:**

None.

**Staff Recommendation:**

RCPA staff requests that the Board adopt Resolution No. 2018-015 to endorse the Diesel Free by ’33 Statement of Purpose committing RCPA to work with our member cities and relevant partner agencies to raise awareness around the need to reduce diesel emissions and to prioritize the development of ordinances, policies, incentives, financial mechanisms and staff capacity that will reduce diesel emissions within Sonoma County.
RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY TRANSPORTATION AUTHORITY AND REGIONAL CLIMATE PROTECTION AUTHORITY, COUNTY OF SONOMA, STATE OF CALIFORNIA, ENDORSING THE DIESEL FREE BY ’33 STATEMENT OF PURPOSE

WHEREAS, climate change, caused by the emission of greenhouse gases including carbon dioxide and black carbon, represents a profound threat to the Bay Area’s air quality, public health, environment, water supplies, and economy; and

WHEREAS, diesel engines emit significant amounts of black carbon, a short-lived climate pollutant that is contributing significantly to global climate change; and

WHEREAS, the Intergovernmental Panel on Climate Change (IPCC) Fifth Assessment Report estimates that black carbon is the third most important individual contributor to warming after carbon dioxide and methane (IPCC 2013); and

WHEREAS, The California Air Resources Board concludes that “Diesel exhaust includes over 40 substances that are listed by the United States Environmental Protection Agency as hazardous air pollutants and by the CARB as toxic air contaminants. Fifteen of these substances are listed by the World Health Organization as carcinogenic to humans, or as a probable or possible human carcinogen” [California Air Resources Board Scientific Review Panel on: California Air Resources Board’s report titled “Proposed Identification of Diesel Exhaust as a Toxic Air Contaminant.” 1998]; and

WHEREAS, the California Environmental Protection Agency’s Office of Environmental Health Hazard Assessment has determined that exposure to diesel exhaust can have significant health effects, including damage to lung tissue and increased risk of cancer; and

WHEREAS, the California Air Resources Board estimates that on-road and off-road mobile sources powered by diesel engines comprise 54% of the state of California’s total black carbon emissions; and

WHEREAS, the negative public health and environmental effects from climate change will fall most heavily on the communities and populations that are already most heavily impacted by air pollution, other environmental hazards, and economic inequality; and

WHEREAS, many alternatives to diesel-fueled vehicles and equipment are already commercially available, with purchase costs comparable to traditional diesel technologies; and

WHEREAS, the Sonoma County Transportation Authority (SCTA) and Regional Climate Protection Authority (RCPA) have established their role as a leaders in the fight against global climate change, through work to coordinate and accelerate regional climate action; and

WHEREAS, the Bay Area Air Quality Management District has established a challenge to engage with public agencies to reduce diesel emissions in local communities throughout California and beyond, reflected in the Diesel Free By ’33 Statement of Purpose;

NOW, THEREFORE BE IT RESOLVED, the Sonoma County Transportation Authority and Regional Climate Protection Authority endorses the Diesel Free By ’33 Statement of Purpose, reflecting a goal of eliminating diesel pollution by December 31, 2033.
THE FOREGOING RESOLUTION was adopted by acclamation of the Sonoma County Transportation Authority and Regional Climate Protection Authority this tenth day of September, two thousand and eighteen.

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

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

SO ORDERED
Staff Report

To: SCTA/RCPA Board of Directors
From: Brant Arthur, Community Affairs Specialist
Item: 4.3 – Community Affairs Report
Date: September 10, 2018

News

Global Climate Action Summit

The Global Climate Action Summit, running from September 12-14, 2018, will bring leaders together from around the world to take address deeper worldwide climate commitments and accelerated action from countries—supported by all sectors of society—that can put the globe on track to prevent climate change and realize the historic Paris Agreement.

People are encouraged to participate in the hundreds of affiliate events taking place in the San Francisco Bay Area and throughout the world during the week of September 10-14, including climate action panels, workshops, tours, exhibits and other special events. The full affiliate event schedule is posted here: https://globalclimateactionsummit.org/events-calendar/

EV 101

As part of the Shift Implementation grant through the California Energy Commission, the RCPA is launching EV 101, a 24/7 responsive online resource for common electric vehicle (EV) questions. Residents interested in EVs can visit EV101.DriveEV.org for easy-to-understand information about popular questions and tips for getting the most out of a modern electric car.

Upcoming Events

- 9/4-15/18 – Global Climate Action Summit, Affiliate Events: https://globalclimateactionsummit.org/events-calendar/
- 9/17/18 – Zero Waste Workshop: Potential Strategies for Zero Waste, 6 PM - 8 PM, Finley Park, Community Center & Aquatic Complex, 2060 W College Ave, Santa Rosa, California 95401
- 10/22/18 – Zero Waste Workshop: Presentation of Draft Zero Waste Plan, 6 PM - 8 PM, Finley Park, Community Center & Aquatic Complex, 2060 W College Ave, Santa Rosa, California 95401
- 11/8/18 – Open House #3 - Bike & Pedestrian Master Plan Update, 6 PM - 8 PM, Finley Community Center, Person Senior Wing Auditorium Room 5, 2060 West College Avenue, Santa Rosa, California 95401
Partner news

The Drive EV program from Sonoma Clean Power is back

This is the last chance to save thousands of dollars on the purchase or lease of a new or used electric vehicle through the Drive EV program. The following incentives are available:

- New Vehicles:
  - $2,000 for all active customers
  - $4,000 for active customers enrolled in the CARE/FERA programs.

- Used Vehicles:
  - $1,000 for all active customers
  - $2,000 for active customers enrolled in the CARE/FERA programs.

Visit DriveEV.org to see the latest deals from participating dealerships on eligible vehicles and to apply. There are also thousands of dollars in rebates from local and state programs as well as a Federal tax credit from the federal government.

Additionally, through the Clean Vehicle Assistance Program, drivers can get a $5,000 grant on new or used EVs and plug-in hybrids – allowing SCP customers to take advantage of this grant and the SCP incentive at the same time (simply apply for the grant before heading to a participating dealership).

Additionally, through the Clean Vehicle Assistance Program, Beneficial State Bank has committed to providing residents with affordable financing, if needed. There is very limited funding for this program at cleanvehiclegrants.org.

Social media / Community outreach

SCTA Facebook:

- 504 page likes
- 1,744 people reached in the last month
- 210 post engagements in the last month

RCPA Facebook:

- 561 page likes
- 668 people reached in the last month
- 76 post engagements in the last month

CA37 Facebook:

- 571 page likes
- 332 people reached in the last month
- 83 post engagements in the last month
Newsletter:
- Monthly newsletters for SCTA and RCPA were sent July 5, 2018
  - The SCTA newsletter was sent to 335 recipients with a 31% open and 9% click rate
  - The RCPA newsletter was sent to 233 recipients with a 39% open and 11% click rate

Other notes:
- SCTA website is averaging 162 visits/day
- RCPA website is averaging 140 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 90 followers, RCPA 128 and SR37 12)

Relevant news

Marin, Sonoma advance toward SMART bike share program
Marin Independent Journal – July 11, 2018
http://www.marinij.com/article/NO/20180711/NEWS/180719958

A ‘Grand Bayway’ is envisioned for Highway 37
Sonoma Index-Tribune – July 22, 2018
https://www.sonomanews.com/news/8556906-181/a-grand-bayway-is-envisioned

Sonoma Clean Power offers incentives for customers to ‘drive electric’
The Press Democrat – July 31, 2018

PD Editorial: Fires and sea levels point to climate change failure
The Press Democrat – August 1, 2018

‘Complicated choice’ looms in Sonoma County over next compost operator
Sonoma Index-Tribune – August 12, 2018

Downtown Santa Rosa shuttle struggling with ridership
The Press Democrat – August 19, 2018

North Bay’s SMART train turns 1, eyes future growth
Sonoma Index-Tribune – August 20, 2018
Julian Ruzzier-Gaul completed his term with RCPA as a Civic Spark Fellow on August 10, 2018

RCPA staff helped promote the Drive EV program from Sonoma Clean Power at the Santa Rosa Wednesday Night Market

The “Petaluma Potholes” video was developed as part of a regional effort to highlight potential impacts of Prop 6
Staff Report

To:          RCPA Board of Directors
From:       Aleka Seville, Director of Climate Programs
Item:       4.4.1 – RCPA Activities Report
Date:       September 10, 2018

Issue:
Information only.

Background:

Planning and Coordination

RCPA Coordination Committee

The July Coordination Committee met to discuss the 2015 Greenhouse Gas (GHG) Inventory Update. RCPA staff provided an overview of the update, key takeaways and jurisdiction specific details and answered questions from committee members. The August Coordination Committee meeting was cancelled and the September meeting will provide an opportunity for Committee members to learn about FireSmart Lake Sonoma, a two-part workshop series developed through a partnership between Ag Innovations and Sonoma Water about living with fire in the Lake Sonoma Watershed. 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 met on July 25th to discuss the 2015 Greenhouse Gas (GHG) Inventory Update. RCPA staff provided an overview of the key takeaways and jurisdiction specific details as well as plans for next steps in climate action planning. RCPA staff continue to meet individually with members of the Staff Working Group to discuss their Community Profiles from CA2020 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. The September SWG meeting will focus on better understanding how our member cities are thinking about their role in advancing adaptation action and increasing community resilience.
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 are also working with Sonoma Clean Power to support the City of Santa Rosa in developing information to share with city council members at an upcoming study session. RCPA staff have been working with city staff and community members to inform Council members on the costs and benefits of all-electric ready new construction. RCPA staff will also present an update on regional climate action planning efforts at the study session.

Energy Program Coordination

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

California Adaptation Forum

Staff participated in the 2018 California Adaptation Forum in Sacramento on August 27th -29th. The biennial forum gathers the adaptation community to foster knowledge exchange, innovation and mutual support to create resilient communities throughout the state. Staff participated in multiple workshops and tours on topics ranging from applying the adaptation pathways approach in local planning to advancing resilient and equitable infrastructure to aligning private and public investment to increase community resilience.

Global Climate Action Summit Affiliate Events

The Global Climate Action Summit will take place in San Francisco on September 12th – 14th to spur climate action in five key areas: healthy energy systems, inclusive economic growth, sustainable communities, land and ocean stewardship and transformative climate investments. RCPA Staff will participate in a number of Global Climate Action Summit Affiliate events during the week of September 10th. Staff are partnering with Sonoma Water, Conservation Strategies Group, Sonoma County Winegrowers and Sonoma Clean Power to organize A Unique Pairing: Fire, Water & Wine on September 13th which will showcase the county’s leadership in climate mitigation and resilience efforts across sectors. Additional affiliate events RCPA staff will participate in include:

- Scaling Up Climate Smart Agriculture, Sonoma County, September 11th – 12th (attending)
- Building Community and Economic Resilience: The role of investors, business and governments, San Francisco, September 11th (speaking)
• Urban Climate Action and Co-Benefits: Making the Case for Ambitious Climate Action, San Francisco, September 11th (attending)
• BAAQMD United Cities Against GHGs: Diesel Free by ’33, San Francisco, September 12th (attending)
• BAAQMD Climate Tech Marketplace, San Francisco, September 13th (attending)

Implementation

CEC Shift Implementation

Staff are working with Sonoma Clean Power to promote the final round of Drive EverGreen and have created an EV Knowledgebase, EV 101, that addresses frequently asked questions and provides support for consumers new to EV’s. EV 101 is a 24/7 responsive online resource for all your electric vehicle questions. Visit EV101.DriveEV.org for easy-to-understand information about common questions and tips for getting the most out of a modern electric car. To build on this work, RCPA staff will be reaching out to city staff and fleet managers to gage interest in expanding EV infrastructure and supporting streamlined permitting processes within individual jurisdictions.

Community Energy Challenge

With support from a BAAQMD grant, Sonoma County has been invited to participate free of charge in a year-long pilot for a county-based energy challenge online platform. Working with Climate Solutions Net and Sonoma County partners, an online platform will be launched, challenging individuals and households to take actions to reduce their carbon footprint. The platform will engage the community and include ideas and resources for completing actions, such as referring customers to local options for choosing renewable electricity or financing programs available for energy efficiency upgrades. RCPA staff intend to engage our Climate Action Advisory Committee members in the development of and maintenance of the platform to ensure that each of our member cities find value in this new resource.

A sample site is available at http://mycity.communityclimate.org/ and the City of Fremont has already launched a “green challenge” platform through the program which can be viewed at http://fremontgreenchallenge.org/. RCPA staff are currently engaging partner agencies to gage interest in working with RCPA to provide funding for subsequent years of the platform. RCPA expects to launch the platform in late 2018. An October Board Item will include further information and opportunity for input.

BAAQMD Climate Protection Program Grants

Staff are working with BAAQMD to finalize a work plan for our new E-Bike Incentive Program to be launched in late 2018 with $250,460 in funding from the Air District’s 2018 Climate Protection Grant program. This program includes development of an outreach and marketing campaign as well as building partnerships with participating local bike retailers. The project is designed to increase e-bike use in Sonoma County by addressing two key barriers to adoption: (1) the lack of awareness about e-bikes and (2) the price premium for e-bikes over conventional bicycles. An October Board item will include the final program contract agreement and budget for approval.
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 July 18, 2018, there are 10 multifamily properties in Sonoma County currently receiving no-cost energy efficiency technical assistance from the program, accounting for a total of 594 units. Two multifamily properties are in construction, for a total of 305 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.

RCPA staff continues to attend Redwood Empire Association of Code Officials (REACO) monthly meetings and scheduling energy code classes with jurisdictions. A course on Zero Net Energy was held on June 29, 2018 in Petaluma for building department staff. Working with REACO, RCPA has scheduled energy code trainings available to building departments and the building industry. A list of upcoming trainings is attached. Nonresidential and residential trainings were held in July and August in Petaluma. Three jurisdictions and two architectural firms attended.

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 met with the MTC/ABAG CFO in mid-July to discuss financing options for the regional program. The program team is now focused on designing a Regional Program Model concept including new staffing structure, financing options and a Master Services Agreement for participating municipal utilities. RCPA and BayREN staff will present the Regional Program Model concept to ABAG’s Executive Board in November to gather input and feedback on proposed program scope and financing options. We anticipate hiring a new Regional Water Bill Savings Program Manager at RCPA (funded by BayREN) in late 2018 to continue to manage the program design and launch in 2019.

Policy Impacts:
None.

Fiscal Impacts:
None.

Staff Recommendation:
Information only.
Free Sonoma County Energy Code Trainings


CREDITS: Each course is approved for 0.1 ICC CEUs

Refreshments will be provided

**Residential Alterations Compliance**

August 23, 2018, 8:30am-10:00am, Lucchesi Community Center, Petaluma

October 17, 2018, 1:00pm-2:30pm, Town Council Chambers, Windsor

Description: This introductory-level course will explain how to process residential alterations projects, which are mostly over-the-counter permits such as HVAC changeouts, window replacements and water heater replacements. Topics Covered: CalCERTS HERS registry, what projects are required to be in the registry, how to track CF1R, CF2R and CF3R forms electronically so hard copies do not need to be printed.

**Residential Envelope Compliance**

August 23, 2018, 10:00am-11:30am, Lucchesi Community Center, Petaluma

October 17, 2018, 2:30pm-4:00pm, Town Council Chambers, Windsor

Description: This intermediate-level course will investigate residential envelope compliance issues. Topics Covered: Residential envelope components (windows, ceilings, walls, floors, etc.), forms, HERS features, plan check and field inspection issues specific to residential envelope.

**Nonresidential Fenestration Compliance**

October 24, 1:00pm-2:15pm, Town Council Chambers, Windsor

Description: This intermediate-level course will explore nonresidential envelope compliance issues, specifically verifying fenestration performance values. Topics Covered: Nonresidential window types (manufactured, site built, field fabricated, etc.), plan check and field inspection issues specific to nonresidential fenestration.

**Nonresidential Mechanical Compliance**

October 24, 2:15pm-3:30pm, Town Council Chambers, Windsor

Description: This intermediate-level course will explore nonresidential mechanical system compliance issues. Topics Covered: The short course focuses on mechanical ventilation. The long course also covers other mechanical systems, compliance forms, controls and acceptance testing.

**Nonresidential Lighting Compliance**

October 24, 3:30pm-4:45pm, Town Council Chambers, Windsor

Description: This intermediate-level course will explore lighting compliance and their implications for plan review and field inspection. Topics Covered: The short course focuses on indoor lighting forms, process, and acceptance tests. The long course also covers lighting power density, controls, and daylit spaces, in addition to topics covered in short course.
SPEAKER:

Russ King has developed innovative systems & methods to improve building efficiency through better codes, code training & HVAC design & optimization. Russ is the lead trainer and curriculum developer for the BayREN Codes & Standards training program.

Questions? Carolyn.Glanton@rcpa.ca.gov or 707-565-5373
Staff Report

To: Sonoma County Transportation Authority

From: Chris Barney, Senior Transportation Planner

Item: 4.5.1 Housing Projects in the Pipeline and SCTA Housing Data Resources

Date: September 10, 2018

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**Issue:**

SCTA maintains a number of land use datasets that provide information on the housing development pipeline and estimates of potential housing capacity in Sonoma County.

**SCTA Housing Data Resources:**

SCTA maintains, or employs, a number of land use resources that have been used to analyze short term housing capacity in Sonoma County including:

1. **Pipeline and Pending Development Database** - SCTA staff developed a database of countywide pending development and permitted projects in order to ensure that these projects are represented in the Sonoma County Travel Model and in order to support other SCTA planning efforts such as updates to the SCTA Comprehensive Transportation Plan and PDA Investment and Growth Strategy. The Planning Advisory Committee identified that this database has benefits outside of SCTA’s modeling program and should be maintained as a resource that can support local planning activities.

2. **Sonoma County Travel Model land use inputs** – SCTA maintains a number of different land use and housing data products which are used to estimate future travel demand and traffic conditions using the Sonoma County Travel Model:
   a. **Existing housing estimates** – Estimates are based on US Census, California Department of Finance, and Sonoma County Assessor estimates of existing housing.
   b. **2040 housing forecast** – SCTA develops future forecasts of housing and employment growth consistent with regional housing and employment forecasts provided by MTC/ABAG. These forecasts are consistent with the regional Sustainable Communities Strategy.
   c. **General plan buildout estimates** – SCTA compiles estimates of general plan/area specific plan buildout using information calculated by local jurisdictions, and/or using data and information contained in published local planning documents and data products. These estimates were last compiled and reviewed by local planning staff in 2012.

3. **SCTA Geographic Information System** - Includes GIS data products maintained by SCTA and other public agencies. GIS software and methods are routinely used to maintain, analyze, process, visualize, and summarize land use data.

4. **UrbanFootprint** – A “sketch”, or quick-response, scenario planning and visualization tool. SCTA/RCPA have partnered with the UrbanFootprint team to provide a locally focused version of this tool which can be used to compare and visualize different development patterns and futures.
Analyzing Potential Housing Development and Capacity:

Using currently available data and resources, SCTA staff has provided information on the housing development pipeline and estimates of additional housing development capacity that may be available in Sonoma County. This information and analysis will be provided to the SCTA board at the September 10, 2018 SCTA Board of Directors meeting.

Data Limitations and Future Work:

SCTA’s housing related data products have historically been used to support the Sonoma County travel demand modeling program which is used to forecast future travel conditions in Sonoma County. Staff is working on improving existing data resources and developing additional land use and housing data resources to meet current new demand for data and information about housing production, capacity, and forecasts. Coordination and cooperation with local planners will be a critical component of this work, and will ensure that data is useful, reliable, and up-to-date.

Staff has identified the following limitations and future work tasks associated with SCTA housing data resources:

1. General plan build-out estimates were last compiled and reviewed by local jurisdictions in 2012. A number of general plan and area specific plan updates have occurred since 2012 and these estimates need to be updated. New estimates will need to be reviewed by local planning staff for reasonableness. **Work on this update is currently underway.**

2. The Pipeline and Pending Development Database is relatively new (data collection started in late 2017) and SCTA staff is working with local staff to streamline the process of updating the database and keeping it current. Staff anticipates an annual update cycle in which new projects will be added to the database and constructed or inactive or withdrawn projects will be cycled out of the database.

3. The Planning Advisory Committee has requested that staff work with the committee to develop future development concepts that could be analyzed using UrbanFootprint and other SCTA analytic resources. This work could include the identification of housing opportunity sites and non-housing related development (employment, services, education, etc.) that would support housing growth.

4. Regional coordination of data collection and forecasting – Colleagues at MTC and ABAG are working on developing similar data resources for the region. Staff is working with regional partners to ensure that data requests made to local jurisdictions will be coordinated and that data collection efforts will not be duplicated.

Policy Impacts:

Additional work will be required to continue to develop SCTA land use and housing data resources for use outside of the Travel Demand Modeling program. SCTA staff will work with the PAC and local partners to ensure that these data products are accurate, current, and useful.

Fiscal Impacts:

Collection and maintenance of SCTA land use data products requires a significant investment in staff time. No additional costs for this work have been incurred at this time.

Staff Recommendation:

Information item only. No action requested at this time.
Staff Report

To: Sonoma County Transportation Authority

From: Janet Spilman, Planning Director

Item: 4.5.2 Horizon/Plan Bay Area solicitation for transformative projects

Date: September 10, 2018

Issue:

Does SCTA have transformative projects to include in Horizon?

Background:

MTC/ABAG has developed a two-plan process for completion of the Sustainable Communities Strategy. MTC/ABAG has designed the Horizon initiative to identify strategies and investments that prepare the Bay Area for an uncertain future – to ensure we are resilient to ever-changing economic, political, technological, and environmental conditions. High-performing strategies and projects from Horizon – those that are resilient to uncertainties – will be recommended for inclusion in Plan Bay Area 2050 (RTP/SCS).

The Horizon initiative is in the project performance stage, which includes assessment of transformative projects. MTC is welcoming projects from government agencies and the public that are not in Plan Bay Area 2040. These projects must have costs greater than $1 billion AND be either capacity-increasing OR a sea level rise resilience project OR a transformational operational strategy.

Given the requirements, staff is recommending SCTA submit two projects:

- Roadway, natural resource and resilience improvements of Highway 37 corridor with bus transit and bike/pedestrian elements (capacity and sea level resilient)
- Countywide Class 1 Bicycle facilities (capacity and operational)

Policy Impacts:

The proposed projects are in alignment with SCTA policy.

Fiscal Impacts:

There are no fiscal impacts to submitting projects.

Staff Recommendation:

SCTA staff requests that the Board provide direction on submittal of transformative projects.
Staff Report

To: Sonoma County Transportation Authority - PAC
From: Janet Spilman, Director of Planning
Item: 4.5.3 – Planning Activities Report
Date: September 10, 2018

Issue:
Information only.

Background:

PLANNING

- **Transit Integration and Efficiency Study** – The Steering Committee and consulting team held a project kick off meeting in August. The group reviewed the draft project management plan and draft existing systems memo, and confirmed data needs and schedule.

- **Plan Bay Area 2050** – Staff is participating in *Horizon*, the prelude to PBA 2050, which will launch next year.

PROGRAM MANAGEMENT

- **Emergency Ride Home Program** – The countywide Emergency Ride Home program launched in July 2018. The Emergency Ride Home program will reimburse rides home in cases of a qualifying emergency for anyone who works in Sonoma County and gets to work using an alternative transportation option, such as carpooling, vanpooling, public transit, bicycling, or walking. Program rules, restrictions, and reimbursement forms are available online. [scta.ca.gov/ERH](http://scta.ca.gov/ERH)

- **Santa Rosa Car Share Pilot Program** – SCTA executed an amendment to the agreement with Zipcar, extending the term for a second year. This amendment is in the SCTA Board of Directors agenda packet as a request ratify. Santa Rosa residents and employees can take advantage of complementary first-year new Zipcar memberships and members who signed up under the previous year promotion may receive $35 in driving credit after annual renewal subsidized by the grant. [Zipcar.com/SantaRosa](http://Zipcar.com/SantaRosa)

- **Safe Routes to School** – Proposals for implementation of the 5 year Safe Routes to School program were received and reviewed. Contract for selected Consultant is in this agenda packet. Staff continues to work with Sonoma County Bicycle Coalition to complete administration of the gap year (2017/2018) Measure M funded SRTS program.

- **Bike Share Grant** – The funding agreement with MTC and cooperative agreement with the Transportation Authority of Marin (TAM) are underway. SCTA and TAM staff released a Request for Information (RFI) from bike
share and shared mobility vendors on July 31. Responses to the RFI are due on September 17. [Scta.ca.gov/bikeshareRFI]

ADMINISTRATION OF ALTERNATIVE TRANSPORTATION FUNDING

- **Transportation for Clean Air Fund, County Program Manager (TFCA, CPM)** – SCTA is undergoing a routine fiscal audit of the TFCA CPM program. The Fiscal Year 2018-2019 Funding Agreement has been executed. Staff is in the process of executing fund transfer agreements with project sponsors for Fiscal Year 2018-2019.

- **Lifeline Transportation Program (LTP) Cycle 5** – The Metropolitan Transportation Commission approved the LTP Cycle 5 program in July. Next – 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. Consultants are currently reviewing existing conditions assumptions and collecting data for model validation. SCTA staff is working on updating modeled transit networks. Staff continues to work with local planning and public works staff to scope and fund additional model improvements and the preparation of a travel behavior study for Sonoma County. These improvements and the travel behavior study will focus on supporting general plan updates and other local planning work and provide support for SB 743 compliance.

- **Pending and Permitted Development Tracking** – Staff has developed a permits and pending development database that is being used to track changes in permitted and pending development activity in Sonoma County. This database will ensure that these projects are included in travel model forecasts and can be summarized for use in other SCTA and regional planning efforts. Staff is working with local planners to populate and update this database and to work out database update schedules and processes. As of August 21st, approximately 16,500 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 County of Sonoma. The City of Santa Rosa, and the Safe Routes to Schools project. 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.

- **Housing data and analysis** – Staff has used land use and housing data from the SCTA travel demand modeling program and the pipeline housing data from the permitted and pending development database to analyze short term housing production and capacity in Sonoma County. UrbanFootprint is being used to visualize and compare future housing distributions and scenarios.

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** – The tentative SB743 implementation deadline has been delayed 6 months from 1/1/2020 to 7/1/2020. 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

**Policy Impacts:**
All activities are consistent with SCTA policy.

**Staff Recommendation:**
Information only.
Staff Report

To: Sonoma County Transportation Authority

From: Janet Spilman, Planning Director

Item: 4.6.1 – Contract with Sonoma County Bicycle Coalition to implement Safe Routes to School

Date: September 10, 2018

Issue:
Shall the SCTA enter into an agreement with Sonoma County Bicycle Coalition (SCBC) for the implementation of the SCTA Countywide Safe Routes to School (SRTS) program?

Background:
In 2010, the SCTA delegated responsibility of implementing the Countywide Safe Routes to Schools Program to the Sonoma County Department of Health Services (DHS) at the Department’s request. Since then, SCTA has programmed both Federal (Congestion Mitigation/ Air Quality or CMAQ) funding from the One Bay Area Grant (OBAG) program and local funding (Measure M) to the Department to implement the Program.

On July 1, 2017, at DHS’s request, SCTA assumed the responsibility of implementing the Countywide Safe Routes to Schools Program. SCTA then contracted with SCBC, the primary consultant for DHS, to implement the program for 2017/2018 with Measure M funds. Now into the OBAG Cycle 2, SCTA was granted approval by Caltrans to receive federal funds to manage the program for years 2018 – 2023.

On June 2018, SCTA released a request for proposals (RFP) for implementation of the new cycle of the program. Staff advertised the RFP in all known appropriate venues. The Sonoma County Bicycle Coalition submitted a proposal and were interviewed. They were selected based on their proposal and expertise with Safe Routes to School.

Draft Scope of work
There is a need to initiate the project quickly to accommodate school schedules. Staff is therefore requesting authorization to negotiate the final work scope and budget by task. The overall scope will not be reduced and the budget will not change. See Exhibit B for Draft Scope of Work.

Policy Impacts:
Implementation of SRTS is in alignment with SCTA policy.

Fiscal Impacts:
The consultant contract budget for the implementation of SRTS is $1,804,000 over five (5) years. SCTA staff time will also be required to manage the consultant contract. This is within the budget of the grant awarded by Caltrans.
Staff Recommendation:

SCTA staff requests that the Board authorize staff to negotiate and for the Chair to execute proposed contract SCTA19013 with Sonoma County Bicycle Coalition to finalize the details of the scope of work for a total contract not to exceed amount of up to $1,804,000, subject to final review and approval by legal counsel.
AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), dated September 10, 2018 and Effective as of August 1, 2018 ("Effective Date") is by and between the Sonoma County Transportation Authority, (hereinafter "SCTA"), and Sonoma County Bicycle Coalition (hereinafter "Consultant").

RECOLLECTIONS

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 implementation of the SCTA Countywide Safe Routes to School Program (SRTS Program).

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

AGREEMENT

1. Scope of Services.

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

1.2 Cooperation With SCTA. Consultant shall cooperate with SCTA and 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: Alisha O’Loughlin, Principal-in-Charge, Tina Panza, Project Manager, Sarah Hadler, Manager.

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. All replacement personal shall be subject to the approval of SCTA.

1.5 Subcontracting.

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

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 $1,804,000, without the prior written approval of SCTA. Consultant shall submit its bills in arrears on a monthly basis as work is performed in a form approved by SCTA's Auditor and the Head of the SCTA. Payment shall be
made to Consultant in the manner provided in Paragraph 2.1 below. 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.

2.1 Payment Procedure. CONSULTANT shall submit an invoice to SCTA monthly for months in which work is performed. Each invoice shall contain the following information: A) the amount of the current billing and a description of the associated work performed during the period, including the status of all deliverables; B) the total amount of the previous bill; C) the total-to-date billings; D) the estimated percentage of work completed on a task-by-task basis; and E) such other information as SCTA deems necessary. Within fifteen (15) business days following receipt of the invoice, SCTA shall determine whether CONSULTANT has satisfactorily performed the work identified in the invoice and whether the costs are properly documented. If SCTA determines that CONSULTANT has not satisfactorily performed such work, SCTA shall inform CONSULTANT in writing of such fact and may proceed pursuant to paragraph 1.3. SCTA shall cause payment to be made to CONSULTANT within thirty (30) business days following SCTA’s determination that CONSULTANT has satisfactorily performed the work for which CONSULTANT has invoiced SCTA. CONSULTANT shall be paid for services rendered, subject to the total compensation limit set forth in Paragraph 2, at the billing rates specified in Exhibit B.

3. Term of Agreement. The term of this Agreement shall from the Effective Date through December 31, 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 Directors of SCTA has the authority to terminate this Agreement on behalf of the SCTA. In addition, the SCTA Executive Director, 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, including Consultant, that arise out of, pertain to, or relate to Consultant’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against SCTA based upon a claim relating to such Consultant’s or its agents’, employees’, contractors’, subcontractors’, or
invitees’ performance or obligations under this Agreement. Consultant’s obligations under this Section apply whether or not there is concurrent 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.** Upon full execution of this Agreement by both Parties, Consultant shall be authorized to proceed with the performance of this Agreement for each specific task outlined in Exhibit A. 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 may be authorized in writing by SCTA’s Executive Director, subject to the following limitation: the cost of work authorized by the Executive Director shall not exceed $5,000 per task and shall not exceed an overall cap for the term of the contract of $10,000. 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 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.

9.4 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.

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

9.6 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.

9.7 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.

9.8 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.

9.9 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.

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

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

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

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

TO:  SCTA  :  Janet Spilman, Planning Director  
      Sonoma County Transportation Authority  
      490 Mendocino Avenue, Suite 206  
      Santa Rosa, CA 95401
When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient’s time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. **Miscellaneous Provisions.**

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

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

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

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

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

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

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

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

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

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

____________________________________

By: ________________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

SCTA: SONOMA COUNTY TRANSPORTATION AUTHORITY

By: ________________________________

Carol Russell, Chair, SCTA

Date: ______________________________

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

By: ________________________________

Suzanne Smith, Executive Director, SCTA

Date: ______________________________

APPROVED AS TO FORM FOR SCTA:

By: ________________________________

County Counsel

Date: ______________________________
EXHIBIT A: DRAFT SCOPE OF WORK

The goals of the Sonoma County’s Countywide Safe Routes to School Program (SRTS Program) are to 1) increase the number of youth bicycling, walking, carpooling, and taking the bus or public transportation to and from school, 2) improve air quality by reducing greenhouse gas emissions, such as CO₂, related to emissions from transportation to and from school, and 3) improve safety around schools by reducing pedestrian, bicycle and vehicle accidents. Additionally, the SRTS Program seeks to increase knowledge of and compliance with traffic laws and safety strategies, institutionalize SRTS program activities within agencies and organizations countywide, and secure funding to sustain the SRTS Program.

The objectives of the SRTS Program are to 1) implement sustainable education, encouragement, enforcement, and evaluation portions of a Safe Routes to School Five E’s (education, encouragement, enforcement, engineering, and evaluation) program at a geographically diverse group of elementary, middle, and/or high schools throughout Sonoma County, and 2) support engineering efforts related to walking audits and prioritizing infrastructure gaps and enforcement issues around select schools.

At the outset of this project all 318 schools in Sonoma County are eligible participants. Staff will work with consultant to determine a method to meet the goals and objectives (above) in an equitable school selection process, as per Task 1. Schools will be selected every year.

The SRTS Program will be implemented for school years beginning Autumn 2018 through Spring 2023. All SRTS Program expenses and invoicing will be concluded by June 15, 2023.

TASK 1. PROJECT MANAGEMENT AND ADMINISTRATION

The Consultant will coordinate closely with SCTA and stakeholders on project management and administration including development of criteria for school selection and list of schools for each school year. Coordination may include regular calls and meetings with SCTA and stakeholders on project status and progress. School selection criteria will be developed in coordination with SCTA and may include consideration of the following: in or near a Priority Development Area, disadvantaged neighborhood or community of concern (or other economic indicator), geographic diversity, percentage of students participating in the federal Free and Reduced Price School Meals program, or collision data.

deliverables:
- Monthly Progress Reports
- Criteria for school selection and list of schools for each school year.

TASK 2. COMMUNICATION AND SUPPORT OF PROGRAM

The Consultant will support and communicate on behalf of the program by doing the following:
- Develop network of participants and create method of information sharing and communication.
- Develop all support materials
- Provide support and information to school districts and school organizations with the goal of institutionalizing the program

Deliverables: Documentation of network and communications and example of support materials

TASK 3. EDUCATION AND ENCOURAGEMENT

Task includes skills and safety training in schools and on bike, pedestrian instruction, helmet fitting and safety inspections. School assembly and family targeted events are also included. This task to be conducted during the school year, with the exception of family targeted events which may be year round. Events and activities should include, at a minimum:
- Bicycle safety and skill training, in class and on bike
- Coordinate International Walk and Roll to School Day, family rides and events, school wide assemblies
- Outreach focused on bike safety inspections and safety equipment, basic maintenance

Deliverables: Monthly Progress Reports that document implementation of events and activities

TASK 4. ENFORCEMENT

The Consultant will be responsible to coordinate with local law enforcement, public agencies and schools, to identify problems and solutions in traffic safety around schools and on-route to schools.
Task 5. Evaluation
- Consultant will gather data for evaluation through student tallies and parent surveys
- Consultant will develop an annual SRTS report and presentation summarizing outcome data, historical data, and process and program evaluation outcomes
- Administer School Report Cards reporting on program participation & results

Deliverables:
- Monthly Progress Reports on evaluation activities
- Annual SRTS report and presentation of findings

Task 6. Engineering
The Consultant will support engineering efforts related to identifying infrastructure gaps and prioritizing improvements around schools, and identifying safe walking and bicycling routes.
EXHIBIT B
Insurance Requirements

INSURANCE: With respect to the performance of work hereunder, CONSULTANT shall maintain, and shall require all of its subcontractors, sub-consultants, and other agents to maintain, insurance as described below:

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

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

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

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

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

   (3) “The insurance provided herein is primary coverage to the Sonoma County Transportation Authority with respect to any insurance or self-insurance programs maintained by SCTA.”

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

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

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

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

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

5. **Documentation:** The following documentation shall be submitted to SCTA:

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

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

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

6. **Policy Obligations:** CONSULTANT’s indemnification and other obligations shall not be limited by the foregoing insurance requirements.
7. **Material Breach:** If CONSULTANT, for any reason, fails to maintain the insurance coverage required by this Agreement, the same shall be deemed a material breach of contract. SCTA, in its sole discretion, may terminate this Agreement pursuant to the provisions of paragraph 4.2 and obtain damages from CONSULTANT resulting from said breach. Alternatively, SCTA may purchase the required insurance coverage, and without further notice to CONSULTANT, SCTA may deduct from sums due to CONSULTANT any premium costs advanced by SCTA for such insurance. These remedies shall be in addition to any other remedies available to SCTA.
Staff Report

To: SCTA Board of Directors

From: Suzanne Smith, Executive Director

Item: 4.6.2 – position on Proposition 6

Date: September 10, 2018

Issue:
Shall the SCTA take a position on Proposition 6 in the November 2018 ballot?

Background:
Proposition 6 was placed on the November 2018 ballot via an initiative. The measure seeks to eliminate recently enacted road repair and transportation funding by repealing revenues dedicated for those purposes. Prop 6 requires any measure to enact certain vehicle fuel taxes and vehicle fees be submitted to and approved by the electorate. Current law enables the Legislature to govern fuel taxes and vehicle fees through the legislative process.

A YES vote on this measure means: Fuel and vehicle taxes recently passed by the Legislature via SB1 (Beall) would be eliminated, which would reduce funding for highway and road maintenance and repairs, as well as transit programs. The Legislature would be required to get a majority of voters to approve new or increased state fuel and vehicle taxes in the future.

A NO vote on this measure means: Fuel and vehicle taxes recently passed by the Legislature would continue to be in effect and pay for highway and road maintenance and repairs, as well as transit programs. The Legislature would continue not to need voter approval for new or increased state fuel and vehicle taxes in the future.

SB1 provides one-time funds and on-going funds for critical transportation projects. Specifically, SB1 will:

- Fund the completion of Hwy 101 widening in Sonoma County
- Provide new and on-going funds for local road maintenance totaling more than $15M annually – nearly double what is currently available to fix pot holes and pave roads
- Provide more than $11M in transit funding in the first year – including SMART to Windsor – and on-going support for bus operations

The SCTA took a support position on SB1 in February 2017, and advocated in the Legislature in support of the bill.

Policy Impacts:
The SCTA routinely takes positions on legislation and ballot measures. A no position on Prop 6 is in keeping with the support position taken in 2017 on SB1 (Beall).
**Fiscal Impacts:**

There are no impacts related to taking this policy position. There are significant fiscal impacts related to Prop 6 itself for local jurisdictions and projects that SCTA has some responsibility, for such as Highway 101.

**Staff Recommendation:**

Consider taking a position on Proposition 6.
Countywide Bicycle & Pedestrian Advisory Committee

MEETING AGENDA

July 24, 2018– 1:30 p.m.

Sonoma County Transportation Authority
SCTA Large Conference Room
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401

ITEM

1. Introductions
2. Approval of Meeting Notes: May 22, 2018 - DISCUSSION / ACTION*
3. Public Comment
4. Roundtable updates – Discussion
5. Active Transportation Program, Cycle 4 Applications Due July 31, 2018 - http://www.dot.ca.gov/hq/LocalPrograms/atp/cycle-4.html - Information
6. TFCA/TDA3 FY 17-18 Quarter 4 Report – Information**
7. Bike Share Update
   7.1. SMART Access Program, Staff Report and Presentation – Discussion*
   7.2. Others – Discussion
8. Other Business / Comments / Announcements – Discussion
9. Adjourn – ACTION

*Materials attached
**Materials to be handed out

The next SCTA/RCPA meeting will be held September 10, 2018
The next CBPAC meeting will be held September 25, 2018

Copies of the full Agenda Packet are available at www.scta.ca.gov.

DISABLED ACCOMMODATION: If you have a disability that requires the agenda materials to be in an alternate format or that requires an interpreter or other person to assist you while attending this meeting, please contact SCTA/RCPA at least 72 hours prior to the meeting to ensure arrangements for accommodation. SB 343 DOCUMENTS RELATED TO OPEN SESSION AGENDAS: Materials related to an item on this agenda submitted to the COUNTYWIDE BICYCLE & PEDESTRIAN ADVISORY COMMITTEE after distribution of the agenda packet are available for public inspection in the Sonoma County Transportation Authority office at 490 Mendocino Ave., Suite 206, during normal business hours.

Pagers, cellular telephones and all other communication devices should be turned off during the committee meeting to avoid electrical interference with the sound recording system. TO REDUCE GHG EMISSIONS: Please consider carpooling or taking transit to this meeting. For more information check www.511.org, www.GoSonoma.org.
Transit Paratransit Coordinating Committee

MEETING AGENDA

July 17, 2018 – 1:30 p.m.

Sonoma County Transportation Authority
SCTA Large Conference Room
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401

ITEM

1. Introductions

2. Approval of Meeting Notes: May 15, 2018 - DISCUSSION / ACTION*

3. Roundtable Updates - Discussion
   3.1. Transit / Paratransit Operators
   3.2. Mobility Partners

4. Customer Service / Information Hours for Paratransit - Discussion

5. Public Comment - Discussion

6. Items for Next Agenda – Discussion

7. Other Business / Comments / Announcements

8. Adjourn - ACTION
   *Materials attached
   **Materials to be handed out

The next SCTA/RCPA meeting will be held September 10, 2018
The next TPCC meeting will be held September 18, 2018

Copies of the full Agenda Packet are available at www.scta.ca.gov.

DISABLED ACCOMMODATION: If you have a disability that requires the agenda materials to be in an alternate format or that requires an interpreter or other person to assist you while attending this meeting, please contact SCTA at least 72 hours prior to the meeting to ensure arrangements for accommodation.

SB 343 DOCUMENTS RELATED TO OPEN SESSION AGENDAS: Materials related to an item on this agenda submitted to the Transit Paratransit Coordinating Committee after distribution of the agenda packet are available for public inspection in the Sonoma County Transportation Authority office at 490 Mendocino Ave., Suite 206, during normal business hours.

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Transit – Technical Advisory Committee

MEETING AGENDA
August 8, 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: June 13, 2018 – ACTION*
3. Plan Bay Area 2045 Horizons/RTP - Discussion
4. Transit Operator Updates – Discussion
5. Clipper Update, if available – Discussion
6. Technology Update (real-time information, AVL, passenger counters, fare apps, etc.) – Discussion
7. Regional Measure 3 – Discussion
8. Countywide Emergency Ride Home Program – Discussion
9. Other Business / Comments / Announcements
10. Adjourn - ACTION

*Materials attached
**Materials to be handed out

The next SCTA/RCPA meeting will be held September 10, 2018
The next T-TAC meeting will be held September 12, 2018

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TO REDUCE GHG EMISSIONS: Please consider carpooling or taking transit to this meeting. For more information check www.511.org, www.gosonoma.org
Planning Advisory Committee

Thursday, August 16, 2018 – 9:00 a.m.
SCTA Large Conference Room
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401

Meeting Call-In: 707-565-7154
Access Code: 993 657 453

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 – Update and Draft Schedule

5. Planning Data Collection and Coordination
   5.1. UrbanFootprint Housing Capacity Analysis**
   5.2. Planning Data - MTC/ABAG BASIS project in coordination with SCTA*

6. MTC/ABAG Horizon and Plan Bay Area presentation*

7. Other Business /Next agenda

8. Public Comment

9. Adjourn -(ACTION)

*Attachment

** Materials will be handed out at meeting

The next SCTA meeting will be September 10, 2018
The next PAC meeting will be September 20, 2018

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SB 343 DOCUMENTS RELATED TO OPEN SESSION AGENDAS: Materials related to an item on this agenda submitted to the Planning Advisory Committee after distribution of the agenda packet are available for public inspection in the Sonoma County Transportation Authority office at 490 Mendocino Ave., Suite 206, during normal business hours.

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Technical Advisory Committee

MEETING AGENDA
SCTA Headquarters Office

August 23, 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, June 28, 2018*
4. Measure M DISCUSSION
   4.1. Measure M Invoicing/Obligation Status*
   4.2. SB-1 Fact Sheets Per Jurisdiction and Countywide*
   4.3. Strategic Plan Update
5. Regional Information Update ACTION
   5.1 Inactive Federal Obligation Status*: project sponsors should be prepared to address status of inactive obligations at the meeting: http://www.dot.ca.gov/hq/LocalPrograms/Inactiveprojects.htm
   Currently Inactive: Sonoma County, Santa Rosa, Healdsburg, Sebastopol, Cotati, Windsor, Petaluma
6. TFCA/TDA3 Quarterly Report* DISCUSSION
7. Sonoma County Travel Behavior Study Update* DISCUSSION
8. Other Business / Comments / Announcements DISCUSSION
9. Adjourn ACTION

*Materials attached.
**Materials handed out at meeting

The next SCTA meeting will be held September 10th, 2018
The next TAC meeting may be held on September 27th, 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
Citizens Advisory Committee
MEETING AGENDA

August 27, 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 June 25\textsuperscript{th}, 2018* - ACTION
4. Measure M – DISCUSSION/ACTION
   a. Measure M Projects - 116/121 Intersection Improvements – SCTA
   b. Measure M Monthly Financial Reports*
5. Senate Bill 1 – Fact Sheets per Jurisdiction and Countywide*
6. Highway Updates - DISCUSSION
7. Announcements
8. Adjourn

*Materials attached

The next SCTA meeting will be September 10\textsuperscript{th}, 2018
The next CAC meeting will be September 24\textsuperscript{th}, 2018

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