



# **BOARD OF DIRECTORS AGENDA PACKET**

**Monday, November 5<sup>th</sup>, 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

**November 5, 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 October 8, 2018 meeting (ACTION)\*
  - B. **RCPA Items**
    - 3.2. **Admin** – RCPA FY18/19 Budget Adjustment (ACTION)\*
  - C. **SCTA Items**
    - 3.3. **Transit** – FY18/19 Lifeline Transit Program Cycle 5 adjustment to project funding due to increased revenues (ACTION)\*
    - 3.4. **Measure M** – Highway 101 Marin Sonoma Narrows C-2 construction cooperative agreement (ACTION)\*
    - 3.5. **Travel model** – amendment to agreement for consultant services with TJKM for travel model validation (ACTION)\*
4. **Regular Calendar**
  - A. **RCPA Items**
    - 4.1. RCPA Projects and Planning
      - 4.1.1. **Engagement** – Community Climate Challenge (ACTION)\*
      - 4.1.2. **RCPA Activities Report** – (REPORT)\*
  - B. **SCTA Items**
    - 4.2. SCTA Planning
      - 4.2.1. **Data** – application for Caltrans Planning Grant to create a data dashboard (REPORT)\*
      - 4.2.2. **Planning Activities Report** – (REPORT)\*
    - 4.3. SCTA Projects and Programming
      - 4.3.1. **Measure M** – 2019 Measure M Strategic Plan (ACTION)  
<http://scta.ca.gov/wp-content/uploads/2018/10/2019-StrategicPlan-final-draft-ADA.pdf>
      - 4.3.2. **Highways Report** – update on State Highway projects (ACTION)
  - C. **SCTA/RCPA Items**
    - 4.4. **Admin** – financial reports for FY18/19 Q1 (REPORT)\*
    - 4.5. **Community Affairs Report** – (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.

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The next **SCTA/RCPA** meeting will be held **December 10, 2018**

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

DISABLED ACCOMMODATION: If you have a disability that requires the agenda materials to be in an alternate format or that requires an interpreter or other person to assist you while attending this meeting, please contact the SCTA/RCPA at least 72 hours prior to the meeting to ensure arrangements for accommodation.

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

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**BOARD OF DIRECTORS MEETING**  
**Meeting Minutes of September 10, 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 2:32 p.m. by Vice Chair Susan Gorin.

*Directors Present:* Director Gorin, Supervisor, First District, Vice Chair; Director Agrimonti, City of Sonoma; Director Coursey, City of Santa Rosa; Director Gurney, City of Sebastopol; Director Miller, City of Petaluma; Director Naujokas, City of Healdsburg; Director Rabbitt, Supervisor, Second District; Director Salmon, Town of Windsor; Director Zane, Supervisor, Third District.

*Directors Absent:* Director Russell, City of Cloverdale, Chair; Director Landman, City of Cotati; Director Mackenzie, City of Rohnert Park;

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

Duane DeWitt spoke on the topic of active and alternative transportation. A video was displayed describing an area in Roseland where a potential pathway could be constructed. Mr. DeWitt also spoke on the pending developments in the City of Santa Rosa, whereas the document outlines development in southwest Santa Rosa.

Furthermore, Mr. DeWitt inquired on the BayREN contract (Consent Item 3.2) and asked about the funding, specifically asking if the job classification describes wages by the day or by the hour.

**3. Consent Calendar**

**A. SCTA/RCPA Concurrent Items**

3.1. **Admin** – Minutes of the September 10, 2018 meeting (ACTION)\*

**B. RCPA Items**

3.2. **BayREN** – contract amendment with Frontier Energy to extend services (ACTION)\*

**C. SCTA Items**

3.3. **Measure M** – FY 17/18 reporting letters (ACTION)\*

3.4. **Caltrans** – Project Initiation Document work plan FY 18/19 through FY 20/21 (ACTION)\*

Suzanne Smith responded to Mr. DeWitt’s comment that the funding as an hourly rate for the professional services that are required for their expertise.

Ms. Smith also requested a change to Item 3.4. The change is a request from the Town of Windsor to replace the Shiloh Road Interchange project with the Project Initiation Document for the Downtown Bicycle and Pedestrian Overcrossing over Highway 101.

Director Miller noted a typo in the contract and moved the consent calendar for approval. Director Agrimonti seconded the motion.

The Consent Calendar was approved unanimously.

## 4. Regular Calendar

### A. SCTA Items

#### 4.1. SCTA Planning

##### 4.1.1. **Planning Activities Report**

Janet Spilman presented the planning activities report. This is informational and Staff is available for questions.

#### 4.2. SCTA Projects and Programming

##### 4.2.1. **Funding** – presentation by MTC on impacts of Proposition 6

Rebecca Long, MTC, presented to the Board of Directors on Proposition 6 and the transportation funding that is at risk.

The presentation focused on the impacts to Sonoma County and the individual jurisdictions. Proposition 6 qualified for the November 2018 ballot via the initiative process and sets to repeal the funding for Senate Bill 1 (Beall, 2017).

SB-1 is funded by the increase in the gasoline and diesel tax and a new electric vehicle fee. The funding would generate approximately \$5 billion annually statewide. The gasoline tax in the State of California was last increased in 1994.

SB-1 focuses on maintaining the state of good repair. Funds are split roughly 50/50 between the state and local agencies, with an emphasis on roadway repair.

Funding also includes congestion relief, public transit and bicycle/pedestrian improvements through competitive and formula funding programs.

Ms. Long explained the consequences of the repeal, which would result in a 40% funding

reduction to every city and county for local road repairs.

23 projects in the San Francisco Bay Area risk losing \$1.4 billion in funding.

The Pavement Condition Index (PCI) was described for the San Francisco Bay Area through two potential futures with and without SB-1 funding.

Sonoma County's PCI is 53 (At Risk), with the Bay Area average at 67 (Good/Fair); without SB-1 funding, the PCI for Sonoma County is projected to decrease to 41 (Poor/Failed).

Ms. Long further spoke on a new program that was created for congestion relief. This program, Solutions for Congested Corridors, has awarded \$85 million to the Marin-Sonoma Narrows project in Petaluma (Project C-2).

SB-1 also provides more funding for the State Transit Assistance program. This program can potentially provide an additional \$120,000 to the City of Santa Rosa per year, \$27,000 to the City of Petaluma per year, and SMART would receive \$21 million to extend service to Windsor.

Ms. Long spoke on the nexus between SB-1 funding and Regional Measure 3 funding. Projects that used RM3 funding to leverage SB-1 funding, such as the Marin-Sonoma Narrows C-2 project and SMART extension to Windsor, would be at risk of completion should Proposition 6 be approved by the voters.

Lastly, Ms. Long outlined the public information that is available to inform voters on the impacts of Proposition 6.

Vice Chair Gorin commented on the presentation, citing the interesting data presented for Sonoma County roads.

Director Miller commented on the benefits of SB-1 for the City of Petaluma. One can witness the improvements throughout the city as a result of this funding and highlighted the \$85 million for the Highway 101 widening through Petaluma is critical.

Furthermore, the Petaluma City Council signed a resolution opposing Proposition 6.

Director Naujokas spoke on the idea of active engagement to inform the public on the impacts of this proposition.

Ms. Long responded that MTC Staff are using social media to promote the information, such as sharing the Pothole Report or related news articles. However, if there is a response and “back and forth” discussion regarding these publications, then the perception of advocacy can be construed and is something to avoid.

Staff and agencies are barred from promoting a direction of how vote on a measure through social media, agency website, and/or publications; however, elected officials do have the ability to promote such ideas.

Director Rabbitt spoke on the road mile differences between Napa and Sonoma and how road maintenance is funded.

Vice Chair Gorin opened for public comment.

Steve Bridlebough recalled the Sierra Club and Sonoma County Transportation and Land Use Coalition have taken an opposition to Proposition 6.

Mr. Birdlebough wondered about the gas tax swap, and is interested in hearing about the failure of the gas tax swap.

Ms. Long responded to the comment by stating the gasoline tax swap eliminated the state sales tax on

gasoline and was changed to an exercise tax. This change was not designed to raise new revenue for transportation, the swap changed the color of money.

#### 4.2.2. **Highways Report** – update on State Highway projects

- SR 37 priorities for funding

James Cameron presented the Highway Report to the Board of Directors.

Following the October Highway Report handout:

*Project 6: MSN B-3 (San Antonio Creek Bridge at Sonoma/Marin County Line)*

Mr. Cameron highlighted a traffic switch that will be made in November. Additionally, the dirt off-hall for the MSN C-2 project are completed. These will be used as embankments for the project.

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

SB-1 funding through the Solutions for Congested Corridors was approved by the California Transportation Commission on May 16, 2018. The design schedule is anticipated to be completed by the end of the year.

The City of Petaluma is working on a maintenance and utility agreement for the relocation of the 24” sanitary sewer line.

The right of way is on track to be completed by the end of the year. A Cert 3W will also be required.

Director Rabbitt asked about the priority of the sound wall construction.

Mr. Cameron responded the sound wall construction will be specified as the first order in the contract.

Project 12: State Route 37 Corridor Protection and Enhancement Project

Mr. Cameron announced the Highway 37 Policy Committee has been rescheduled to November 8<sup>th</sup>. The committee will be discussing Regional Measure 3 project funding, Corridor Implementation updates, transit updates, and a draft guiding principle letter from Solano County.

Mr. Cameron requested an action item from the Board of Directors for SCTA to consider a letter highlighting Sonoma County priorities along the Highway 37 corridor.

Suzanne Smith added the letter writing in the context of RM3 project funding and the corridor plan and is something to consider for Sonoma County, as neighboring counties have embarked on a similar idea.

Ms. Smith recalled the discussions and previous presentations on congestion at the Highway 121/37 intersection and on the flooding impacts experienced in early 2017.

Director Rabbitt commented that the policy committee has not yet discussed the RM3 funding piece.

Director Rabbitt clarified the three segments along the corridor and suggested to write a broad letter looking at corridor reinforcement and congestion relief.

Vice Chair Gorin noted all four North Bay counties are discussing this approved the conversation. While stating Highway 37 is a critical linkage in the Bay Area, this transportation system cannot fail.

Vice Chair Gorin echoed Director Rabbitt's comment by agreeing that congestion relief should be a priority, and added the Highway

121/37 intersection by Sonoma Raceway is a disaster.

Director Agirmonti acknowledged the dangerous driving witnessed on Highway 37 and noted that drivers are starting to avoid the highway by driving through Petaluma; which is experiencing increased congestion along Lakeville Highway.

Director Miller affirmed the comments of increased traffic on Lakeville Highway, noting the newest nickname of "Bloody Alley" and added the focus should be on addressing the flooding and alleviating the congestion.

Vice Chair Gorin opened for public comment.

Steve Birdlebough commented that congestion is a problem and needs to be dealt with. When lanes are added, and shoulders are shortened, congestion at the peak hour is not eliminated; there will always be individuals travelling at the time.

Mr. Birdlebough further suggested the only real solution is to share vehicles, either by carpool, ride share vans, rail, or a bus system. The four counties need to come together to address the lack of a transit service to serve the corridor.

Willard Richards supported, and echoed, Mr. Birdlebough's comments and commented that the only way to alleviate congestion is a whole shift from single drivers.

Director Rabbitt moved to accept direction to for a Sonoma County priorities letter for the Highway 37 corridor, Director Agrimonti second.

The motion was approved unanimously.

## **B. SCTA/RCPA Items**

### **4.3. E-bikes** – overview of the E-bike incentive program and contract with Bay Area Air Quality Management District (ACTION)\*

Brant Arthur presented to the Board of Directors an agreement with the Bay Area Air Quality Management District for an E-bike incentive program.

The RCPA was awarded \$250,460 in funding to develop and implement an e-bike incentive program. This program includes development of an outreach and marketing campaign and is aimed to design the increase of e-bike use in Sonoma County.

The barrier in which this program aims to combat is (1) the lack of awareness of e-bikes, and (2) the price premium for e-bike over conventional bicycles. There will be two cycles of incentives available.

The tentative launch of the program is aimed for spring 2019 and is modelled after the Sonoma Clean Power DriveEV program.

Director Zane supported the idea as a new believer of E-bikes because of the speed and power.

Director Zane suggested the potential need to expand funding on signage, especially when considering safety in bicycle lanes, and suggesting the consideration of a marketing plan.

Director Agrimonti expressed excitement for the program and described concerns of individuals driving on sidewalk alongside pedestrians.

Director Gurney expressed excitement for the program.

Director Naujokas suggested a potential integration with SMART which could solve the last mile question.

Director Naujokas wondered about the structure of the program that describes \$87,000 for the incentive.

Mr. Arthur responded that \$87,000 is the minimum amount of funds to use for the incentives.

Vice Chair Gorin commented on the cultural changes, educational pieces, and the ease of comfort with promoting these modes of travel to individuals.

Duane DeWitt, referring to Roseland, drew attention to task 3.1 that states the grantee has a goal that 10% of the e-bikes are sold to residents of disadvantaged communities and suggested to consider nonprofit groups to help promote the program.

Director Zane moved to approve the contract for the e-bike incentive program, Director Naujokas seconded.

The contract was approved unanimously.

### **4.4. Admin – PUBLIC HEARING – FY 18/19 Final Budgets (ACTION)\***

#### **4.4.1. FY 18/19 Measure M Final Budgets**

Suzanne Smith described the FY 18/19 Measure M Final Budget. There were no significant changes from the preliminary budget approved in May 2018.

The Measure M budget assumes a 3% growth in sales tax revenue and expenditures include project allocations, consultant services, and operational activities.

Director Rabbitt asked if the sales tax projection is coordinated through the county consultant.

Ms. Smith responded discussions with SCTA's financial advisor KNN, and the County as well, have taken place and the 3% assumption is reasonable.

Director Rabbit moved to adopt the FY 18/19 Measure M Final Budget, Director Miller seconded.

The Measure M Final Budget was approved unanimously.

#### 4.4.2. FY 18/19 Transportation Fund for Clean Air

The Transportation Fund for Clean Air project list was previously approved by the SCTA Board of Directors on May 14, 2018. The budget presented funds these these projects.

Director Miller moved to adopt the FY 18/19 TFCA Budget, Director Naujokas seconded.

The FY 18/19 TFCA Budget was approved unanimously.

#### 4.4.3. FY 18/19 RCPA Final Budget

Suzanne Smith highlighted the differences in the final RCPA budget from the preliminary.

The contributions from partnering agencies, particularly from the Bay Area Regional Network have increased. This increase is related to the Water Bill Savings Program.

Additionally, there is an increase from the BAAQMD grant for the e-bike incentive program and companioning expenditures that include staffing, consulting, and implementation of e-bike program.

Furthermore, this additional funding has allowed the hiring for the Water Bill Savings Program Manager.

Director Miller moved to adopt the FY 18/19 RCPA Final Budget, Director Rabbitt seconded.

The FY 18/19 RCPA Final Budget was approved unanimously.

#### 4.4.4. FY 18/19 SCTA Final Budgets

Suzanne Smith described the changes to the FY 18/19 SCTA final budget.

The budget presented reflects 14 full time positions and described revenue increases of 18%; the preliminary budget expected an increase of 15%.

A COLA was also included in this budget, being the first adjustment since FY 15/16, and also includes an 8% increased for health care benefits.

Director Miller moved to adopt the FY 18/19 SCTA Final Budget, Director Naujokas seconded.

The FY 18/19 SCTA Final Budget was approved unanimously.

#### 4.5. **Admin** - Personnel Policies update for FY 18/19

The updated Personnel Policies were described to the Board of Directors.

Director Miller moved to adopt the updated personnel policies, Director Rabbitt seconded.

The updates personnel policies were approved unanimously.

#### 4.6. **Community Affairs Report** (REPORT)\*

Brant Arthur reported on two highlights. First, Electrify America has asked the City of Santa Rosa

to be on their next cycle to install DC fast charging stations, given the increased amount of electric vehicles in Sonoma County.

Mr. Arthur also spoke on the final round of DriveEV, stating over half of SCTA staff was able to participate in this program to drive electric. The program will end on November 16<sup>th</sup>, 2018.

### **C. RCPA Items**

#### 4.7. RCPA Projects and Planning

##### 4.7.1. **Engagement** – Community Energy Challenge (REPORT)\*

This item was tabled to be presented on the November Board of Directors meeting.

##### 4.7.2. **RCPA Activities Report** - (REPORT)\*

Aleka Seville highlighted the advanced energy rebuild applications have now increased to 24 applicants.

Ms. Seville spoke on implementation efforts. Staff will be reaching out to city staff to discuss current needs and priorities for EV infrastructure.

Furthermore, Ms. Seville spoke on plans to raise awareness on green labeling. Partnership include BayREN and StopWaste.

Lastly, the Water Bill Savings Programs job description was described.

### **5. Reports and Announcements**

#### 5.1. Executive Committee report

The Executive Committee did not meet this month.

#### 5.2. Regional agency Report

No updates present.

#### 5.3. Advisory Committee agendas\*

The advisory committee agendas were included in the agenda packet for informational purposes.

#### 5.4. SCTA/RCPA staff report

N/A

#### 5.5. Announcements

Director Gurney spoke on the zero- waste study session and the recently painted bicycle lanes on Highway 116.

Director Agrimonti spoke on the recent Walk and Roll event at an elementary school in the City of Sonoma, where there was 100% participation by the students.

Director Rabbitt spoke on CASA – Community to House the Bay Area. This committee is set to address the housing crisis currently facing the Bay Area.

Lastly, the next SCTA Board of Directors meeting will be held on November 5<sup>th</sup>.

### **6. Adjourn**

Meeting adjourned at 4:12 p.m.

## Staff Report

**To:** SCTA-RCPA Board of Directors  
**From:** Suzanne Smith, Executive Director  
**Item:** RCPA FY 2018/2019 Budget Adjustment to Legal Expenditures  
**Date:** November 5, 2018

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### **Issue:**

Shall the RCPA adopt Resolution No. 2019-007 approving a budget adjustment necessary to allow for increased Legal services expense in the Final RCPA 2018-19 Budget?

### **Background:**

The FY18/19 Final Budget approved on October 8, 2018 did not include estimated legal services costs of \$200,000 to support the design and launch of a regional Water Bill Savings Program for BayREN. The proposed budget adjustment will increase the RCPA legal services budget by \$200,000 to \$225,200.

### **Policy Impacts:**

There are no new policy impacts resulting from the proposed FY18/19 final budget adjustment.

### **Fiscal Impacts:**

The fiscal impact of the proposed budget amendment is outlined in the attached spreadsheet but is essentially revenue neutral based on the reimbursable BayREN program.

### **Staff Recommendation:**

Staff recommends that the Board adopt RCPA Resolution No. 2019-007 approving the final budget adjustment and authorize the Executive Director to sign the budgetary adjustment form.

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY REGIONAL CLIMATE PROTECTION AUTHORITY, COUNTY OF SONOMA, STATE OF CALIFORNIA, ADOPTING AN ADJUSTMENT TO THE FINAL RCPA BUDGET FOR FISCAL YEAR 2018/2019 RELATED TO AN INCREASE IN LEGAL EXPENSES**

**WHEREAS**, a Final RCPA Budget for Fiscal Year 2018/2019 was prepared by the Executive Director and approved by the Sonoma County Regional Climate Protection Authority on October 8, 2018; and

**WHEREAS**, the Final RCPA Budget for Fiscal Year 2018/2019 requires a budgetary adjustment to accurately reflect an increase in outside legal services expense account associated with the BayREN program, due to insufficient appropriations in the FY 2018/19 budget, and

**WHEREAS**, the adjustment to the Final RCPA Budget for Fiscal Year 2018/2019 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 2018/2019 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 November 5, 2018.

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

**Sonoma County Regional Climate Protection Authority**  
**FY 2018-19 Final Budget**  
**Budget Fund #74601**

	Actual 2016-17	Budgeted 2016-17	Actual 2017-18	Budgeted 2017-18	Final 2018-19	Amount of Change	Percent Change
<b>Revenues</b>							
Federal	-	-	-	-	-	-	N/A
County	56,820	56,820	56,838	56,838	56,704	(134.00)	-0.24%
Other Governments	566,156	574,000	667,481	640,000	1,343,669	703,669.00	52.37%
Cities	165,713	165,714	165,695	165,686	165,828	142.00	0.09%
Interest	2,950	1,400	4,260	1,800	2,500	700.00	28.00%
State Grants	-	-	77,677	135,000	220,000	85,000.00	38.64%
Donations/ Reimbursements	-	-	-	-	-	-	N/A
Revenue Applic to PY	-	-	-	-	-	-	N/A
<b>TOTAL REVENUES</b>	<b>791,639</b>	<b>797,934</b>	<b>971,951</b>	<b>999,324</b>	<b>1,788,701</b>	<b>789,377.00</b>	<b>44%</b>
<b>Expenditures</b>							
<b>Outside Contracts/Services</b>							
Annual Audit	6,326	7,000	6,800	7,000	7,700	700.00	9.09%
Fiscal Accounting Services	5,770	5,150	4,015	5,679	5,675	(4.00)	-0.07%
Legal Services	122,460	100,000	134,000	50,000	225,200	175,200.00	77.80%
RCPA Staff Time	382,339	370,000	434,536	460,000	725,000	265,000.00	36.55%
ISD Total Baseline Data Proces:	-	-	-	-	20,000	20,000.00	100.00%
Mail Services County	-	500	-	-	-	-	N/A
County Services	1,299	8,500	2,167	2,500	2,500	-	0.00%
EFS Charges	2,500	8,000	-	1,500	1,370	(130.00)	-9.49%
Contract/Consultant Services	260,989	261,000	323,817	310,000	494,460	184,460.00	37.31%
<b>SUBTOTAL</b>	<b>781,684</b>	<b>760,150</b>	<b>905,335</b>	<b>836,679</b>	<b>1,481,905</b>	<b>645,226.00</b>	<b>44%</b>
<b>Operational Expenditures</b>							
Liability Insurance	4,412	5,000	4,425	5,000	5,000	-	0.00%
Printing Services	789	10,500	1,923	12,000	5,000	(7,000.00)	-140.00%
Rents/Leases-Bldgs/Imp	9,164	26,000	12,000	28,000	85,000	57,000.00	67.06%
Publications & Legal Notices	255	-	-	-	-	-	N/A
Travel	6,235	20,000	2,737	12,000	7,500	(4,500.00)	-60.00%
Memberships	150	7,500	5,000	2,650	5,000	2,350.00	47.00%
Office Supplies	1,748	3,000	2,018	3,000	3,000	-	0.00%
Postage	-	500	-	-	-	-	N/A
Sponsorships/Public Outreach	3,400	10,000	3,724	10,000	5,000	(5,000.00)	-100.00%
Professional Development	841	4,000	5,547	7,300	7,800	500.00	6.41%
<b>SUBTOTAL</b>	<b>26,995</b>	<b>86,500</b>	<b>37,374</b>	<b>79,950</b>	<b>123,300</b>	<b>43,350.00</b>	<b>35.16%</b>
<b>TOTAL EXPENDITURES</b>	<b>808,679</b>	<b>846,650</b>	<b>942,710</b>	<b>916,629</b>	<b>1,605,205</b>	<b>688,576.00</b>	<b>42.90%</b>
<b>Starting Fund Balance</b>	<b>255,049</b>	<b>255,049</b>	<b>238,009</b>	<b>238,009</b>	<b>153,793</b>		
<b>Total Revenue</b>	<b>791,639</b>	<b>797,934</b>	<b>971,951</b>	<b>999,324</b>	<b>1,788,701</b>		
<b>Total Expenditures</b>	<b>(808,679)</b>	<b>(846,650)</b>	<b>(942,710)</b>	<b>(916,629)</b>	<b>(1,605,205)</b>		
<b>Adjustments</b>	<b>-</b>	<b>-</b>	<b>(113,456)</b>	<b>-</b>	<b>-</b>		
<b>Change in Fund Balance</b>	<b>(17,040)</b>	<b>(48,716)</b>	<b>(84,215)</b>	<b>82,695</b>	<b>183,496</b>		
<b>ENDING FUND BALANCE</b>	<b>238,009</b>	<b>206,333</b>	<b>153,793</b>	<b>320,704</b>	<b>337,289</b>		

**SPECIAL DISTRICTS GOVERNED BY  
LOCAL BOARDS - BUDGETARY REVISIONS**

**ATTACHMENT A**

Resolution No. **2018-007**  
 Name of District **Sonoma County Regional Climate Protection Authority**  
 Address of District **490 Mendocino Ave., Suite 206, Santa Rosa, CA**  
 Telephone No. of District **707 565-5373**

Inc/Dcr	GL BU	FUND	DEPARTMENT ID	ACCOUNT	AMOUNT
Inc	SC002	74601	66100100	51212 - Outside Legal Services	200,000
<b>Totals</b>					<b>200,000</b>

WHEREAS, THE 2018 to 2019 Budget as adopted had insufficient appropriations to cover outside legal services \_\_\_\_\_ and

WHEREAS, appropriations now are needed to pay outside legal services \_\_\_\_\_, now

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 name of district **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 ( X ) TRUSTEES ( ) NAME VOTE

**See Attached RCPA Resolution No. 2018-007**

AYES: NOES: ABSENT OR NOT VOTING:

WHEREUPON, the Chairman declared the forgoing resolution adopted, and

Date \_\_\_\_\_

SO ORDERED

Attested:

Signature: \_\_\_\_\_  
Secretary/Clerk of the Board

Signature: \_\_\_\_\_  
Chair

## Staff Report

**To:** Sonoma County Transportation Authority  
**From:** Dana Turrey, Transportation Planner  
**Item:** 3.3 – Lifeline Transportation Program Cycle 5, STA Funding Adjustment  
**Date:** May 14, 2018

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### **Issue:**

Shall the SCTA Board of Directors approve the proposed allocation of increased State Transit Assistance (STA) funding for the Metropolitan Transportation Commission's (MTC's) Cycle 5 of the Lifeline Transportation Program (Lifeline)?

### **Background:**

The Lifeline program supports projects that address mobility and accessibility needs in low-income communities throughout the region. MTC manages the Lifeline program and distributes the funding to the nine Bay Area counties based on their share of the region's low-income population. MTC has designated SCTA as the Lifeline Program Administrator for Sonoma County.

On May 14, 2018, the SCTA Board of Directors approved the Lifeline Cycle 5 program of projects for Sonoma County. Lifeline Cycle 5 includes STA and Section 5307 funds. There are no changes to the Section 5307 funding.

MTC based the Lifeline Cycle 5 STA programming (MTC Resolution No. 4347) on STA actuals for FY 2016-17 and estimates for FY 2017-18. In September, FY 2017-18 STA revenues were finalized and actual revenues came in higher than estimated in the Cycle 5 programming. As a result, an additional \$94,200 in FY 2017-18 STA revenues are now available for programming in Sonoma County. MTC has asked SCTA to program the additional funding.

### **Proposed Adjustment to STA Project Funding:**

Staff proposes augmenting the approved STA funded Lifeline Cycle 5 projects with the additional funds using the population-based apportionment formula used for Lifeline Cycle 5.

**Lifeline Cycle 5 STA Program of Projects and  
FY 2016-17 and 2017-18 Funds for per MTC update 10-1-18**

<b>Project Name</b>	<b>Project Description</b>	<b>SCTA Approved 5-14</b>	<b>Additional 2017-18 Funds Available</b>	<b>Revised MTC Actuals 10- 2018</b>
<b>Petaluma Transit Weekend Service</b>	Project will support continued fixed route bus service on Saturday and Sunday for one year, in order to meet the needs of riders who have employment and other weekend travel needs.	\$132,107	<b>\$11,365</b>	\$143,472
<b>Santa Rosa CityBus Lifeline Route Operations</b>	Project will support continued operations of Santa Rosa CityBus Lifeline Routes serving the Roseland Community of Concern in the City of Santa Rosa.	\$383,261	<b>\$32,971</b>	\$416,233
<b>Sonoma County Transit Feeder Bus Service in Healdsburg, Lower Russian River and Sonoma – Springs Areas</b>	Project will continue peak commute feeder bus service on routes providing service within the Healdsburg, Lower Russian River and Sonoma – Springs CBTP areas. SCT routes 52, 53, 54, and 56 provide feeder bus connections to SMART's passenger rail service and enhanced peak commute service between various outlying low-income areas and where the majority of jobs and services are located within the cities of Santa Rosa and Petaluma.	\$579,621	<b>\$49,864</b>	\$629,485
<b>Total</b>		<b>\$1,094,989</b>	<b>\$94,200</b>	<b>\$1,189,189</b>

**Policy Impacts:**

None.

**Fiscal Impacts:**

The proposed allocation of STA funding would add an additional \$94,200 to the previously adopted Lifeline Cycle 5 projects. Project sponsors will need to adjust their local match amounts to ensure that they cover 20 percent of the revised STA funding amounts.

**Staff Recommendation:**

Staff recommends that the SCTA Board of Directors approve the proposed allocation of additional STA Lifeline Cycle 5 funding. The Transit Technical Advisory Committee (T-TAC) recommended approval at their October 2018 meeting.

## Staff Report

**To:** Sonoma County Transportation Authority  
**From:** James R. Cameron, Director Projects and Programming  
**Item:** 3.4–Measure M - Highway 101 – Marin Sonoma Narrows (MSN) C2 Project Caltrans Cooperative Agreement No. 04-2723 for Construction  
**Date:** November 5, 2018

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### **Issue:**

Shall the SCTA enter into Cooperative Agreement No. 04-2723 with Caltrans for the construction phase of the MSN C2 Project?

### **Background:**

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

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

On July 9, 2012, the Board approved amendment No. 1 to Cooperative Agreement No. 4-2308 between SCTA and Caltrans to add environmental revalidation scope to be performed by SCTA (through BKF) and increase the PS&E budget by \$125,000.

On September 10, 2012, the Board approved Amendment No. 2 to Cooperative Agreement No. 4-2308 between SCTA and Caltrans for Caltrans to perform environmental studies beyond the original scope of work included in the BKF agreement, Amendment No. 3 and Cooperative Agreement No. 4-2308-A1. The studies performed by Caltrans included noise, traffic forecasting, highway, operations, relocation impact and visual assessment impact for an estimated amount of \$56,700. Amendment No. 2 also included a \$20,000 contingency for a total amount of \$76,700.

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

On July 10, 2017, the Board approved Amendment No. 4 to Cooperative Agreement No. 4-2308 to increase the PS&E support funding in the amount of \$350,000 for the MSN C2A Soundwall Project. Although this

agreement was approved by SCTA, Caltrans never executed the agreement. Due to the fact that SCTA staff developed a funding strategy to deliver the full MSN C2 project and since the agreement with Caltrans for the MSN C2A project was never executed, Amendment No. 4 to Cooperative Agreement 4-2308 was revised to reflect the increase in PS&E support funding for the full MSN C2 project.

On November 13, 2017, the Board approved Revised Amendment No. 4 to Cooperative Agreement 04-2308 to increase PS&E support funding by \$1,750,000 (\$1.6M for BKF to complete PS&E and \$150K for bid advertisement and award to be performed by Caltrans) to complete the design of the full MSN C2 Project. Caltrans will continue to provide oversight and review functions at no cost to the SCTA.

In December 2015, the project was shelved due to lack of construction funding. Since that time, SCTA secured funding for construction and a Cooperative Agreement with Caltrans is now needed for the construction phase. Cooperative Agreement 04-2723 defines the scope, funding and responsibilities of each party for the Construction Phase of the project.

The funding for the purpose of the Caltrans cooperative agreement is as follows:

Fund Type	CON SUPPORT	CON CAPITAL	TOTAL
State (SB-1 SCCP)	\$12,600,000	\$72,191,000	\$84,791,000
State (SB-1 LLP)	\$0	\$579,000	\$579,000
Local (SCTA)	*\$1,400,000	\$16,800,000	\$18,200,000
Totals	\$14,000,000	\$89,570,000	\$103,570,000

\*\$1,400,000 is for SCTA to provide project management support and design services during construction

There is an additional \$1,430,000 in Construction Capital funds from Sonoma County Water Agency for a total Construction Capital budget of \$91,000,000.

This contract is scheduled to be under construction in August of 2019 and open High Occupancy Vehicle (HOV) lanes by the end of 2022. See map attached for limits of HOV lanes that will open.

SCTA is currently working with the consultant designer, BKF, and Caltrans to finalize the plans by December 31, 2018. In order to meet Caltrans requirements to advertise the project for bid, and to meet the project schedule, this cooperative agreement needs to be executed by December 31, 2018. However, at the time of this staff report, there are several remaining project issues that could potentially increase the cost estimate of the project.

The project was designed in accordance with 2015 Caltrans Standards and was shelved in December 2015. When construction funding was identified, the project was un-shelved and design work to finalize the project plans resumed in late 2017. In June 2018, Caltrans implemented new 2018 Design Standards with which the MSN C2 project must now comply. These required changes, in addition to rising construction costs over the past year, and final project environmental permit requirements may increase the total construction capital estimate. The extent of any cost increase won't be known until later this year when the plans are finalized.

In order to meet the project delivery deadline requirements, including the execution of this cooperative agreement, staff is also requesting authorization to amend this Cooperative Agreement to reflect any cost increases, *excluding the use of any additional SCTA funds*. Should the project require additional funding, staff will work with Caltrans and MTC to identify additional funding sources, which will likely be State or Federal funds, and amend the cooperative agreement to reflect an updated funding plan.

**Policy Impacts:**

None

**Fiscal Impacts:**

Cooperative Agreement 4-2723 between SCTA and Caltrans will commit \$18,200,000 in Local (SCTA) funds, composed of \$11,200,000 Measure M-101 Funds and \$7,000,000 City of Petaluma Funds. This funding action is necessary to meet the proposed delivery schedule of 2019 put forward in our application for construction funding.

**Staff Recommendation:**

- 1) SCTA staff requests that the Board authorize the Chair to execute proposed Cooperative Agreement 4-2723 for the Construction phase of the MSN C2 project for a total commitment of \$18,200,000 in Local (SCTA) funds, subject to final review and approval by legal counsel.
- 2) SCTA staff requests that the Board authorize the Chair to execute amendments to Cooperative Agreement 4-2723 to reflect cost increases, excluding the use of Measure M funds, subject to final review and approval by legal counsel.

# Marin Sonoma Narrows HOV Lane Projects

Sonoma  
County

Old Redwood  
Hwy

Lanes Open  
End of 2022  
*(funds at risk)*

Petaluma

Hwy 116/Lakeville I/C

Petaluma Blvd  
S. I/C

Lanes Open  
End of 2019

	mixed flow
	HOV built/funded
	HOV B1 Phase 2 unfunded
	HOV A4 unfunded

Marin  
County

**B1 Phase 2**

Landfill I/C

Novato

**A4**

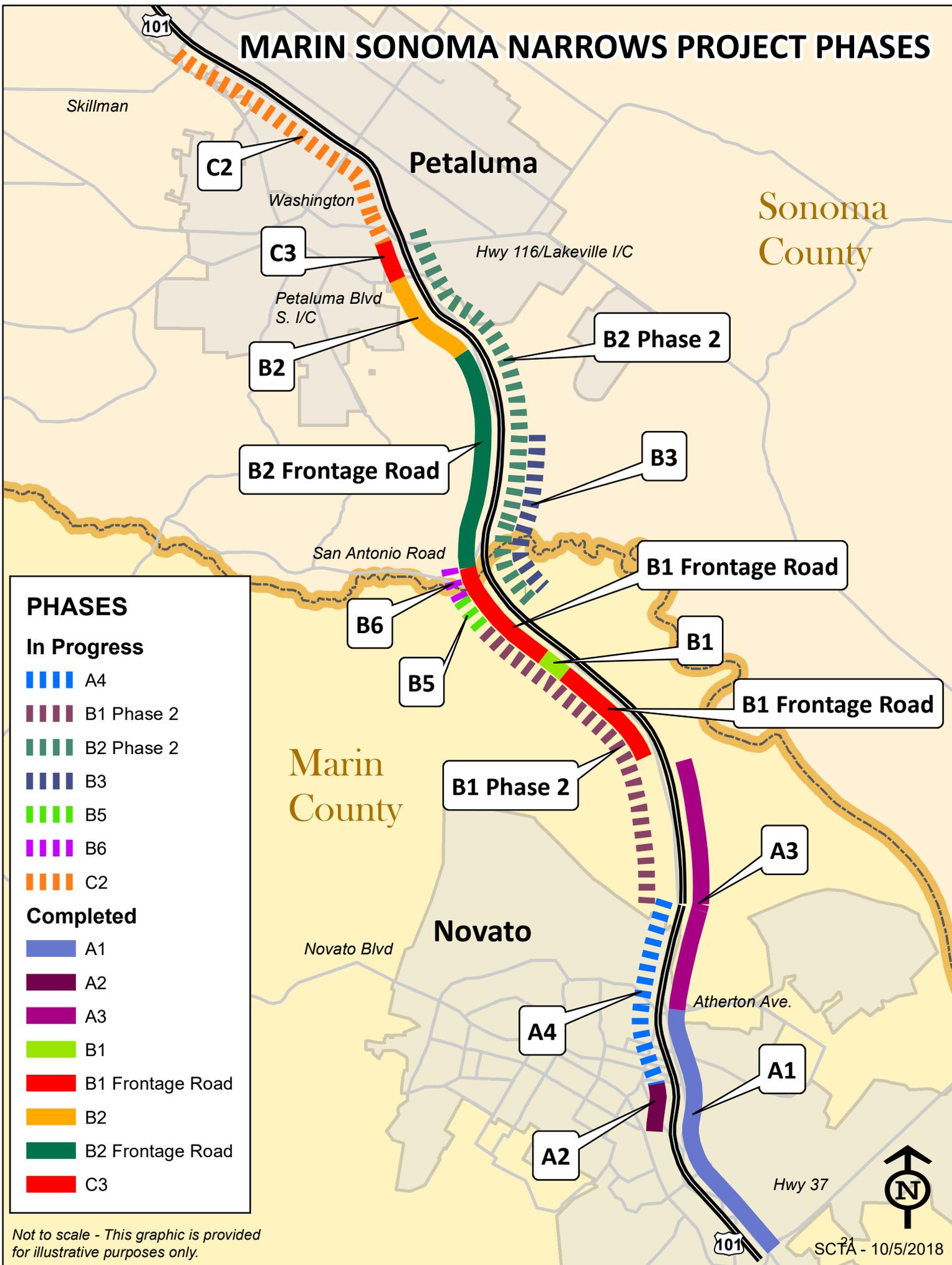
Atherton Ave.

Hwy 37



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

# MARIN SONOMA NARROWS PROJECT PHASES



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

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY  
TRANSPORTATION AUTHORITY, COUNTY OF SONOMA, STATE OF CALIFORNIA,  
AUTHORIZING STAFF TO NEGOTIATE AND FOR THE CHAIR TO EXECUTE  
COOPERATIVE AGREEMENT 4-2723 WITH THE CALIFORNIA DEPARTMENT OF  
TRANSPORTATION FOR THE CONSTRUCTION PHASE FOR THE MSN C2 PROJECT**

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

**WHEREAS**, Amendments No. 1 through 4 to Cooperative Agreement No. 4-2308 added provisions necessary for the completion of the PS&E tasks and provide funds Caltrans for bid advertisement and award services ; and

**WHEREAS**, SCTA has secured funding in the amount of \$91,000,000, including \$11,200,000 in Measure M 101 funds and \$7,000,000 in City of Petaluma Funds , for the construction of the MSN C2 Project;

**WHEREAS**, Cooperative Agreement No. 4-2723 is needed for the construction phase in order to define roles, responsibilities and funding for the project and must be executed by December 31, 2018 in order to meet the project delivery schedule;

**WHEREAS**, new Caltrans 2018 Design Standards, rising construction costs and environmental permit requirements may increase the total construction cost estimate of the project, however the full impact will not be known until the plans are finalized by December 31, 2018;

**WHEREAS**, If the construction cost increases, SCTA will work with Caltrans and MTC to identify funding sources, other than SCTA funds, and Cooperative Agreement 04-2723 will require an amendment to reflect the change in funds;

**NOW, THEREFORE, BE IT RESOLVED** that Board of Directors of the Sonoma County Transportation Authority authorizes the chair to execute Cooperative Agreement 04-2723 with Caltrans, in substantially similar form as provided for in the attachment, subject to the final review and approval by legal counsel;

**BE IT FURTHER RESOLVED** that the Board of Directors of the Sonoma County Transportation Authority authorizes the Chair to execute a future amendments to Cooperative Agreement 04-2723 to update the funding plan should a cost increase occur that is funded without additional Measure M funding.

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

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

Ayes:                                      Noes:                                      Absent:                                      Abstain:

**SO ORDERED**

I, the undersigned, certify that the foregoing resolution was duly adopted at a regular meeting of the Board of Directors of the Sonoma County Transportation Authority held on November 5, 2018.

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Suzanne Smith, Executive Director  
Clerk, Sonoma County Transportation Authority

## COOPERATIVE AGREEMENT

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

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

### RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, *the construction of the northerly segment of the Marin-Sonoma Narrows project through Petaluma from just north of the US 101 and State Route (SR) 116 connection to 0.3 mile north of the Corona Road Overcrossing, including sound walls, bridges, median and ramp widening*, will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:
  - CONSTRUCTION

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

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

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

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

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

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

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

5. The following work associated with this PROJECT has been completed or is in progress:
  - CALTRANS signed and approved the EIR on July 23, 2009 and FHWA signed and approved EIS on October 29, 2009.
  - SCTA is developing the Plans, Specifications and Estimate for completion on November 9, 2018 (Cooperative Agreement No. 04-2308).
  - CALTRANS is developing the R/W Certification for completion on December 31, 2018 (Cooperative Agreement No. 04-2309).
  - CALTRANS and SCTA have executed an Agreement Amendment No. 04-2308-A4 on February 22, 2018 to allow CALTRANS to finalize the PS&E, the Bid advertisement and Award the PROJECT with the cost of \$150,000 local fund.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

## **RESPONSIBILITIES**

### **Sponsorship**

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

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

9. SCTA and CALTRANS will co-sponsor for the WORK in this AGREEMENT.

### **Implementing Agency**

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

- CALTRANS is the CONSTRUCTION IMPLEMENTING AGENCY.

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

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

## **Funding**

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

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

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

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

14. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
15. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
16. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

## **CEQA/NEPA Lead Agency**

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

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

19. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTIES responsibilities in this AGREEMENT.

20. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
21. The PROJECT requires the following environmental permits/approvals:

<b>ENVIRONMENTAL PERMITS/REQUIREMENTS</b>
404, US Army Corps Of Engineers
401, Regional Water Quality Control Board
1602, California Department of Fish and Wildlife

## **CONSTRUCTION**

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

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

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

### **Schedule**

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

### **Additional Provisions**

#### *Standards*

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

#### *Qualifications*

33. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

34. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

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

Disclosures

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

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

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

Hazardous Materials

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

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

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

39. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
40. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

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

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

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

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

### Claims

44. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
45. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.

46. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

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

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

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

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

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

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

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

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

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

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

#### Interruption of Work

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

#### Penalties, Judgements and Settlements

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

#### Environmental Compliance

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

#### **ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 (SENATE BILL (SB) 1)**

57. In those instances where PARTIES have signed a PROJECT scope, cost, and schedule and benefit baseline data agreement (BASELINE AGREEMENT), PARTIES agree to abide by the terms and conditions of that PROJECT BASELINE AGREEMENT. The PROJECT BASELINE AGREEMENT is attached to and made a part of this AGREEMENT, by reference.
58. Notwithstanding anything to the contrary in this AGREEMENT, PARTIES are not permitted to make changes to the scope, cost, schedule or benefits of the PROJECT, unless approved by CTC.

59. PARTIES will meet the requirements of The Road Repair and Accountability Act of 2017 (SB 1), Chapter 5, Statutes of 2017, California Transportation Commission (CTC) Resolution G-18-09: SB1 Accountability and Transparency Guidelines and the CTC's Solutions for Congestion Corridors Program (SCCP) Guidelines Resolution G-17-36.

PARTIES agree that contributed funds originating from the SCCP can be expended on any item identified in the PROJECT. Should a SCTA nominated project encounter a cost over-run, SCCP will not fund the cost increase. Any costs increases should be funded from other fund sources.

60. PARTIES will meet the requirements of The Road Repair and Accountability Act of 2017 (SB 1), Chapter 5, Statutes of 2017, California Transportation Commission (CTC) Resolution G-18-09: SB1 Accountability and Transparency Guidelines and the CTC's Local Partnership Program (LPP) Guidelines Resolution G-17-33.

PARTIES agree that contributed funds originating from the LPP can be expended on any item identified in the PROJECT. Should a SCTA nominated project encounter a cost over-run, LPP will not fund the cost increase. LPP will not fund the cost increase. Any costs increases should be funded from other fund sources.

## **GENERAL CONDITIONS**

### **Venue**

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

### **Exemptions**

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

### **Indemnification**

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

### **Non-parties**

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

### **Ambiguity and Performance**

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

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

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

### **Defaults**

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

### **Dispute Resolution**

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

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

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

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

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

### **Prevailing Wage**

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

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

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

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

## **DEFINITIONS**

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

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

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

### **Contact Information**

#### **CALTRANS**

Betsy Joseph, Regional Project Manager  
111 Grand Avenue  
Oakland, CA 94612  
Office Phone: (510) 286-5097  
Mobile Phone: (510) 290-7529  
Email: betcy.joseph@dot.ca.gov

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

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

**SIGNATURES**

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

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

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

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

**VERIFICATION OF FUNDS AND  
AUTHORITY:**

\_\_\_\_\_  
Jeffrey Armstrong  
District Budget Manager

**CERTIFIED AS TO FINANCIAL TERMS  
AND POLICIES:**

\_\_\_\_\_  
Tamara Warren  
HQ Accounting Supervisor

**SONOMA COUNTY TRANSPORTATION  
AUTHORITY**

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

Attest:

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

Approved as to form and procedure:

\_\_\_\_\_  
Attorney, Sonoma Co. Transportation  
Authority

**FUNDING SUMMARY NO. 01**

<b><u>FUNDING TABLE</u></b>					
<b><u>IMPLEMENTING AGENCY</u> →</b>			<b><u>CALTRANS</u></b>		
Source	Party	Fund Type	CONST. SUPPORT	CONST. CAPITAL	Totals
STATE	CALTRANS	SB-1 SCCP*	12,600,000	72,191,000	84,791,000
STATE	CALTRANS	SB-1 LPP**	0	579,000	579,000
LOCAL	SCTA	Local	1,400,000	16,800,000	18,200,000
Totals			14,000,000	89,570,000	103,570,000

\*SB-1 Congestion Corridors Program (SCCP) funds

\*\*SB-1 Local Partnership Program (LPP) funds

<b><u>SPENDING SUMMARY</u></b>				
Fund Type	CONST. SUPPORT		CONST. CAPITAL	Totals
	<u>CALTRANS</u>	SCTA	<u>CALTRANS</u>	
SB-1 SCCP	12,600,000	0	72,191,000	84,791,000
SB-1-LPP	0	0	579,000	579,000
Local		*1,400,000	16,800,000	18,200,000
<b>Totals</b>	12,600,000	1,400,000	89,570,000	103,570,000

\*\$1,400,000 is for SCTA to provide project management support and design services during construction.

**Funding**

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

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

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

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

**ICRP Rate**

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

**Invoicing and Payment**

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

6. If SCTA has received EFT certification from CALTRANS then SCTA will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
7. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

CONSTRUCTION Support

8. No invoicing or reimbursement will occur for the CONSTRUCTION SUPPORT PROJECT COMPONENT.

CONSTRUCTION Capital

9. CALTRANS will invoice SCTA for a \$300,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of CONSTRUCTION CAPITAL expenditures. This deposit represents one (1) month's estimated costs.

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

## Staff Report

**To:** Sonoma County Transportation Authority

**From:** Chris Barney, Senior Transportation Planner

**Item:** 3.5 - Addendum No. 1 for Travel Model Validation Agreement with TJKM for Time Only.

**Date:** November 5, 2018

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**Issue:**

Shall the Sonoma County Transportation Authority (SCTA) execute a first addendum to its agreement with TJKM Transportation Consultants to provide consulting services to improve, recalibrate, and revalidate the Sonoma County Travel Model?

**Background:**

On April 10, 2018, SCTA executed an agreement with TJKM to provide consultant services to improve, recalibrate, and revalidate the Sonoma County Travel Model. Staffing changes at TJKM have delayed the completion of the project scope of work and have necessitated an extension to the project schedule.

Addendum No. 1 extends the term of the agreement to March 31, 2019.

**Policy Impacts:**

No policy impacts.

**Fiscal Impacts:**

This addendum extends the contract term only. No fiscal impacts at this time.

**Staff Recommendation:**

Staff recommends that the Board authorize staff to negotiate and for the Chair to execute Addendum No. 5 to the Agreement No. SCTA18016 with TJKM for travel model validation services, subject to final review and approval by legal counsel.

# **FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES**

This Forth Amendment is made by and between TJKM Transportation Consultants (hereinafter referred to as “CONSULTANT”), and the Sonoma County Transportation Authority (hereinafter referred to as “SCTA”).

## **RECITALS**

WHEREAS, CONSULTANT and SCTA entered into that certain Agreement for Consultant Services dated April 10, 2018 (“Agreement”), whereby CONSULTANT agreed to provide technical assistance to SCTA for the purpose of improving, recalibrating, and revalidating the Sonoma County Travel Model (the “Project”); and

WHEREAS, CONSULTANT and SCTA desire to amend the Agreement in order to extend the term of the Agreement to allow CONSULTANT to provide additional consulting services for technical assistance for the purpose of updating the Sonoma County Travel Model;

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

## **AGREEMENT**

1. Paragraph 3 of the Agreement, setting forth the term of the Agreement, is deleted in its entirety and replaced with the following language:

**3. TERM OF AGREEMENT:** The term of this Agreement shall commence immediately upon SCTA’s execution of this Agreement and shall continue until March 31, 2019. unless terminated earlier in accordance with the provisions of Paragraph 4 below.

2. Except to the extent the Agreement is specifically amended or supplemented hereby, 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 SCTA arising there under.

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

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

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

**TJKM Transportation Consultants**

DATED: \_\_\_\_\_

By  
Nayan Amin, President

**Sonoma County Transportation Authority**

DATED: \_\_\_\_\_

By  
Carrol Russell, Chair of SCTA

**Certificates of insurance on file with and approved as to substance by SCTA:**

DATED: \_\_\_\_\_

By:  
Suzanne Wilford  
Executive Director, SCTA

## Staff Report

**To:** RCPA Board of Directors  
**From:** Brant Arthur, Community Affairs Specialist  
**Item:** 4.1.1 – Community Climate Challenge  
**Date:** October 8, 2018

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**Issue:**

Shall the RCPA develop and launch an interactive online platform for community engagement around greenhouse gas reduction.

**Background:**

The RCPA leads and coordinates countywide efforts to implement and advocate a broad range of programs and projects to reduce greenhouse gas (GHG) emission levels by 25% below 1990 levels by 2020, 40% below by 2030 and 80% below by 2050. RCPA's goals include employing a tracking system to effectively capture GHG emission data and assess progress in reduction efforts.

Connecting local action to regional goals is integral for communities to create solutions to climate change. The upcoming launch of the Community Climate Challenge is an exciting opportunity to engage our community, stakeholders, partner agencies and local government staff to better understand their role in achieving Sonoma County's goals to reduce GHG emissions.

**Community Climate Challenge**

The Community Climate Challenge is a call-to-action for Sonoma County residents to lower their impact on the environment by conserving energy, water, and their own money in the process. The interactive online platform for community engagement, developed by Community Climate Solutions, provides resources and incorporates gamification and social tools to motivate action. It makes it simple, easy and fun for users to learn about solutions and specific actions they can take. The platform features robust information on specific actions with how-to-guides, tips, custom estimates on savings, and local resources.

Users can enter profile data on their household's energy and water usage and consumption patterns to get more accurate information on their own carbon footprint. The website includes a dashboard so individual households and larger segments, from neighborhood to city scale, can measure progress. Users also can form teams and "compete" with one another to see which group can reduce their carbon footprint the most. Teams can be by neighborhood, community group, school, etc.

A template platform can be viewed at [mycity.communityclimate.org](http://mycity.communityclimate.org).

The Sonoma County Community Climate Challenge will highlight a variety of ways for residents to engage in deep energy savings and a smaller carbon footprint. The online platform will coordinate and broaden current

community outreach on SCTA/RCPA programs as well as partner programs toward achievement of RCPA's greenhouse gas reduction goals and the Bay Area Air Quality Management District's (BAAQMD) Clean Air Plan.

The platform was developed by Community Climate Solutions, and has received funding from the BAAQMD to help local jurisdictions launch the climate action online platform to connect residents with actions they can take to reduce their climate impact. Sonoma County was identified as a priority partner to build out a regional platform to engage Sonoma County residents to take sustainable actions. The grant funding will cover the startup and platform costs for one year.

RCPA staff is working closely with Community Climate Solutions staff and local partners to successfully launch a customized platform for Sonoma County (with logos, local photos, and jurisdiction programs and data). The projected launch is early 2019. Following the launch of the initiative, RCPA staff will evaluate overall effectiveness and alignment with organizational goals to determine the potential for continuing participation in the platform. The Climate Action Advisory Committee previewed the tool at the October 5 committee meeting and will remain engaged in the development of the platform.

**Policy Impacts:**

None.

**Fiscal Impacts:**

None. The agreement with Community Climate Solutions is a no-cost agreement with the cost of the first year of service covered by the Bay Area Air Quality Management District.

**Staff Recommendation:**

RCPA staff requests that the Board authorize the Executive Director to execute the attached agreement with the Bay Area Air Quality Management District to support the development of a local Community Climate Challenge effort.

**Community Climate Solutions  
Community Engagement Platform on Climate and Sustainability  
Software as a Service Agreement**

This SaaS Services Agreement (“**Agreement**”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the “**Effective Date**”) by and between Community Climate Solutions, located at 3790 El Camino Real, No. 364, Palo Alto, CA, 94306 (“**CCS**”) and the Sonoma County Regional Climate Protection Authority (RCPA) (“**Customer**” or “**you**”).

This agreement includes and incorporates the below the Product Details and Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof. Any capitalized terms not defined herein will have the meaning set forth in the Agreement.

By signing below, the parties hereby agree to all the terms and conditions of this Agreement, including the Product Details and Terms and Conditions, effective as of the Effective Date.

**COMMUNITY CLIMATE SOLUTIONS**

**RCPA**

Signature : \_\_\_\_\_

Signature : \_\_\_\_\_

Printed Name : \_\_\_\_\_

Printed Name : \_\_\_\_\_

Title : \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

Date : \_\_\_\_\_

**Product Details**

**A. Product Overview.** CCS will provide and host the White-Labeled Service, a customizable interactive web-based community engagement platform on climate and sustainability. Upon launch, the White-Labeled Service will contain the following functionalities and features:

<b>Description</b>	
<ul style="list-style-type: none"> <li>Ability for residents to create accounts, enter data and track progress on carbon emissions reductions</li> </ul>	<ul style="list-style-type: none"> <li>Dashboard of possible actions residents can take including the option to add custom actions for an additional fee</li> </ul>
<ul style="list-style-type: none"> <li>Page for community projects to be administered by Customer</li> </ul>	<ul style="list-style-type: none"> <li>Ability for users to share information and resources and work in teams.</li> </ul>
<ul style="list-style-type: none"> <li>Customer branding of site including custom domain, 4 photos, logo, tag lines and community participation and reduction goals.</li> </ul>	<ul style="list-style-type: none"> <li>Method for users to enter energy use data to establish baseline emissions, including Green Button data upload if available through utility</li> </ul>
<ul style="list-style-type: none"> <li>Customer specific data for accurate carbon emissions calculations</li> </ul>	<ul style="list-style-type: none"> <li>Ability for Customer to contact users and post success stories.</li> </ul>

**B. Support**

- a. **Custom One-Time Customer Set-Up.** To facilitate the set-up, CCS will provide a complete list of required content and support Customer in site set-up. Customer staff will email content to their designated project manager, for inclusion on the White-Labeled Service.
- b. **Training.** During the Term, CCS will provide a commercially reasonable amount of training at no additional cost to Customer staff members, to be provided (1) individually as needed to Customer staff program administrator as well as (2) in 2 scheduled group training sessions with Customer and partner staff. All training will be provided remotely via phone, email or video calls.
- c. **Ongoing Support.** At no additional cost, during the Term, CCS will provide support to Customer staff with respect to the White-Labeled Service via phone, email, or video calls, during normal business hours, which are Monday through Friday, 8 a.m. to 5 p.m. (Pacific Standard Time), but excluding US holidays and other days that CCS is closed. CCS will make commercially reasonable efforts to respond to requests for support within a reasonable time period.

**C. Territory.** County of Sonoma

**D. Initial Service Term.** 1 Year

**E. Fees.** Fees for year 1 covered by BAAQMD grant. Year 2 annual fee will be a maximum of \$15,000 if renewed and will be due upon renewal.

## Terms & Conditions

In consideration of the foregoing and the mutual promises herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### 1. DEFINITIONS

- 1.1 “**CCS Service**” means CCS’s interactive web-based community engagement platform on climate and sustainability, including all services and processes created by CCS related thereto, and all improvements, updates, fixes, releases, and updates related thereto.
- 1.2 “**CCS Technology**” means the CCS Service and the White-Labeled Service.
- 1.3 “**Customer Content**” means Setup Content and Maintenance Content.
- 1.4 “**Maintenance Content**” means all artwork, graphics, icons, images, trade names, trademarks, images, text, data, and other content provided by Customer via the administrative dashboard functionality of the White-Labeled Service, including content provided to populate the action resources and community action page of the White-Labeled Service.
- 1.5 “**Setup Content**” means logo(s), photos, text, taglines, and other content provided by Customer to CCS in order for CCS to generate the White-Labeled Service.
- 1.6 “**Territory**” means the territory set forth in the Product Details.
- 1.7 “**Users**” means users identified as located in the Territory.
- 1.8 “**White-Labeled Service**” means an instance of the CCS Service, the front end user interface of which has been modified by CCS to display the Setup Content.

### 2. LAUNCH AND OPERATION OF WHITE-LABELED SERVICE

- 2.1 Development and Launch. CCS will use commercially reasonable efforts to develop and launch a version of the White-Labeled Service within a reasonable period of receipt of (i) the required Setup Content, as indicated by CCS per the Product Details, and (ii) a final request for customizations, approved by both parties. CCS will make a version of the White-Labeled Service available for Customer to review prior to such launch. Customer will cooperate with and reasonably assist CCS in supplying its Setup Content and other content for use by CCS in creating the White-Labeled Service. The White-Labeled Service will be owned by CCS or its licensors, and all matters relating thereto (except for Customer Content) will be controlled and determined by CCS.
- 2.2 Access. Any access by users to the White-Labeled Service will be subject to such users agreeing to CCS’s terms of service for the CCS Service, as such terms may be updated or modified by CCS from time to time. Unless otherwise agreed upon in a written addendum to this Agreement, the White-Labeled Service is only intended for use by Users residing in the Territory. Customer will not charge any subscription or access fees, or place other restrictions on Users with respect to access or use of the White-Labeled Service, without CCS’s prior written consent.
- 2.3 Maintenance and Operation of the White-Labeled Service. Notwithstanding anything to the contrary herein, Customer is solely responsible for (i) uploading and maintaining Maintenance Content,

(ii) ensuring the quality of the Maintenance Content, including that it is accurate and appropriate, (iii) monitoring and approving, as needed, content posted, shared, or otherwise distributed by Users via the White-Labeled Service, and (iv) providing end user support to Users. Any use by Customer personnel of the administrative dashboard functionality of the Service must be in compliance with CCS's then-current terms of service for the CCS Service. CCS may, in its sole discretion, review, edit, or delete all content on the White-Labeled Service. If, in CCS's sole reasonable discretion, Customer materially fails to maintain Maintenance Content that is accurate and appropriate, CCS may terminate this Agreement as set forth in Section 6.2. CCS will make commercially reasonable efforts to provide support to Customer, to the extent set forth in the applicable Product Details, and is not responsible for providing support directly to Users.

2.4 License. Customer hereby grants to CCS during the Term of the Agreement a non-exclusive, royalty-free license to use Customer Content solely for the purpose of developing and operating the White-Labeled Service. CCS may not modify the Customer's logos in any way without Customer's prior consent. Customer reserves its rights in its logos and all other intellectual property or proprietary rights. CCS acknowledges that Customer's logos and the goodwill associated therewith are valuable properties belonging to Customer and that all rights thereto are and will remain the sole and exclusive property of the Customer. CCS agrees to use Customer's logos in a manner which will protect Customer's rights and goodwill therein. CCS agrees that it will do nothing inconsistent with Customer's ownership rights in its logos and that all uses of the same will inure to the sole benefit of and be on behalf of Customer.

### 3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Restrictions. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the CCS Technology or any software, documentation or data related to the CCS Technology; modify, translate, or create derivative works based on the CCS Technology (except to the extent expressly permitted by CCS); use the CCS Technology for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

3.2 Responsibilities. Customer represents, covenants, and warrants that Customer will use the White-Labeled Service only in compliance with CCS's then-current policies, and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless CCS against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of the CCS Technology. Although CCS has no obligation to monitor Customer's use of the CCS Technology, CCS may do so and may prohibit any use of the CCS Technology it believes may be (or alleged to be) in violation of the foregoing.

3.3 Equipment. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the CCS Technology, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "**Equipment**"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

#### 4. DATA ACCESS AND CONFIDENTIALITY

4.1 User Data. Upon request CCS may provide Customer with certain data collected through the White-Labeled Service (the “**User Data**”). Such User Data may be provided only in aggregate form, including team, affiliation group, neighborhood, or city, and will be made available to Customer via a method agreed upon by the parties. Customer will use User Data only as permitted by the privacy policy for the CCS Service, as may be modified by CCS from time to time (the “**CCS Privacy Policy**”), and applicable law. Customer will not have access to data of individual users.

4.2 Ownership and Use. CCS will have the rights to use all User Data and other data collected by or on behalf of CCS in connection with the White-Labeled Service and the CCS Service, including account information and User account access information in accordance with applicable law and the CCS Privacy Policy. Subject to the CCS Privacy Policy, CCS will have the right to contact users via email.

4.3 Confidentiality. Each party (the “**Receiving Party**”) understands that the other party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business that is marked confidential or proprietary at the time of disclosure, or that, under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of CCS includes non-public information regarding features, functionality and performance of the CCS Technology. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in providing the White-Labeled Service or as otherwise required to fulfill Receiving Party’s obligations herein) or divulge to any third person any such Proprietary Information, except to its employees, agents, and third party contractors on a need-to-know basis, and as long as such parties are bound by restrictions at least as protective of Disclosing Party’s Proprietary Information as this Agreement. Receiving Party may disclose Disclosing Party’s Proprietary Information to the extent required by any law or regulation if it gives reasonable advance notice (to the extent permitted under law) so that Disclosing Party can seek to prevent or limit such disclosure. The Disclosing Party agrees that the limitations on use and disclosure in this Section shall not apply with respect to any Proprietary Information after five (5) years following the disclosure thereof. Proprietary Information does not include any information that (a) is or becomes generally available to the public through no fault of Receiving Party, (b) was in its possession or known by Receiving Party without restriction prior to receipt from the Disclosing Party, (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed by Receiving Party without use of any Proprietary Information of the Disclosing Party.

#### 5. PAYMENT OF FEES

5.1 Customer will pay CCS the then applicable fees described in the Product Details in accordance with the terms therein (the “**Fees**”). CCS reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that CCS has billed Customer incorrectly, Customer must contact CCS no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to CCS’s customer support department.

5.2 CCS may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by CCS thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of this Agreement. Customer shall be responsible for all taxes associated with White-Labeled Service other than U.S. taxes based on CCS's net income.

## **6. TERM AND TERMINATION**

6.1 Subject to earlier termination as provided below, this Agreement is for an initial term ("**Initial Service Term**") as specified in the Product Details, and shall be renewed for additional periods of the same duration as the Initial Service Term (collectively, the "**Term**") upon agreement by both parties, prior to the end of the then-current term. If the renewal commences after the current term is completed, a reconnection fee will apply.

6.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the White-Labeled Service up to and including the last day on which the White-Labeled Service is provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, Customer restrictions, confidentiality obligations, warranty disclaimers, and limitations of liability.

## **7. WARRANTY AND DISCLAIMER**

Each party represents and warrants to the other that (a) it has the full power and authority to enter into and fulfill the terms of this Agreement and to grant the licenses it grants pursuant to Section 2.4; and (b) it has not entered and will not enter into any agreements that interfere or conflict with the terms hereof. CCS shall use reasonable efforts consistent with standards of similarly sized organizations to maintain the White-Labeled Service in a manner which minimizes errors and interruptions and shall provide services hereunder in a professional and workmanlike manner. The White-Labeled Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CCS or by third-party providers, or because of other causes beyond CCS's reasonable control, but CCS shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. CCS DOES NOT WARRANT THAT THE CCS TECHNOLOGY WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE CCS TECHNOLOGY. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE CCS TECHNOLOGY IS PROVIDED "AS IS" AND CCS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CUSTOMER WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES TO THIRD PARTIES WITH RESPECT TO THE CCS TECHNOLOGY

## **8. LIMITATION OF LIABILITY**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY NOR ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), AND OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND

EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES OWED BY CUSTOMER TO CCS UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **9. MISCELLANEOUS**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with CCS's prior written consent. CCS may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement, including any Product Details, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind CCS in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.

## Staff Report

**To:** RCPA Board of Directors  
**From:** Aleka Seville, Director of Climate Programs  
**Item:** 4.1.2 – RCPA Activities Report  
**Date:** November 5, 2018

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### **Issue:**

Information only.

### **Background:**

#### **Planning and Coordination**

##### *RCPA Coordination Committee*

The October Coordination Committee met to share updates and to hear from our colleagues at Sonoma Water on the FireSmart Lake Sonoma grant project. FireSmart Lake Sonoma is a partnership between Ag Innovations and Sonoma Water on reducing fire risk and increasing fire resiliency in the Lake Sonoma Watershed. If a catastrophic wildfire were to occur in the Lake Sonoma Watershed, it would affect the water supply, from erosion and potential for landscapes to impacts to water quality and reservoir operations. Sonoma Water staff shared the work done to date, building relationships with landowners, conducting workshops to gather input and discuss emergency preparedness including afternoon site walks on properties with expert advice on defensible space, home hardening and forest management. Sonoma Water staff shared the positive responses they have received from providing information and partnering with CalFire and local fire departments. Next steps include consolidating and synthesizing finds and drafting recommendations for moving forward and how to share with more watersheds. Information on Sonoma Water’s Climate Adaptation Planning work, including fire cameras, was also presented.

As part of our Needs Assessment, the RCPA team will survey Coordination Committee members for input in November.

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 September Staff Working Group meeting focused on reviewing the actions outlined in Shift Sonoma County and the electric vehicle (EV) charging siting analysis map for each jurisdiction. RCPA staff provided an overview of the EV Community Resolution, the EV Charging Station Siting Analysis and relevant funding opportunities. RCPA staff are now developing a survey for the group that will inform our Shift Implementation work going forward and will outline specific jurisdictional needs to focus the individual priority siting and funding consultations that will follow the survey.

### 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/>

RCPA staff continue to assist government and community partners with information resources and staff support for recovery and planning needs. The following are the most recent statistics for the Advanced Energy Rebuild program:

- Total Applications Submitted: 30
- Total Homes: 125 (29 single family, 96 multifamily)
- All-Electric Applications Submitted: 7
- Total Permits Pulled: 1857 (7% participating in AER)
- E-mails to SCP about Advanced Energy Rebuild: 395
- People Signed up for Advanced Energy Rebuild mailing list: 329
- Website Views for Advanced Energy Rebuild: 6,523

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 a study session on October 23<sup>rd</sup>. 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.

### North Bay Climate Summit

RCPA staff are coordinating with Sonoma Water, the Sonoma Ecology Center and North Bay Climate Action Summit conference organizers to document and prioritize ideas for cross-county

coordination between Sonoma, Napa and Marin counties. North Bay Climate Action Summit. Conference organizers plan to reconvene all conference attendees in early in 2019 and our conversations with Sonoma Water and the Ecology Center will inform our input for this larger discussion. RCPA will continue to participate in this effort to ensure that Sonoma County has the opportunity to collaborate, leverage funding opportunities and share best practices with our North Bay neighbors.

#### LGSEC: Disasters and Energy Resilience: Keeping the Lights on in Our Darkest Hour

RCPA staff will participate in the LGSEC Disasters and Energy Resilience workshop on Thursday October 25<sup>th</sup> at the Santa Rosa Veterans Memorial Center. With an emphasis on local government stakeholders, this forum will feature a discussion amongst California's local leaders who will share experiences and lessons learned before, during, and after the firestorm of 2017. The forum will also provide a first-person perspective on the utility and local government interface - a critical component to effective emergency preparedness and disaster response.

## **Implementation**

#### CEC Shift Implementation

Staff continue to work with Sonoma Clean Power to promote the final round of Drive EV 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](http://EV101.DriveEV.org) for easy-to-understand information about common questions and tips for getting the most out of a modern electric car. In October, RCPA staff met with city staff and fleet managers to discuss opportunities and challenges in expanding EV infrastructure and will be meeting again in December to provide resources. Staff is supporting streamlined permitting processes within individual jurisdictions.

#### RCPA Needs Assessment and Strategic Planning

With support from a candidate for the Master's in Organizational Development at Sonoma State University, RCPA staff are developing a robust needs assessment to gather input from a wide variety of stakeholders including SCTA and RCPA staff, member cities, partners, and community members to understand how RCPA can best support and advance climate action in Sonoma County. We plan to gather data through individual and group interviews and online surveys that will be analyzed and presented to the Board in early 2019 to inform RCPA's goals, mission and organizational structure. This process will result in the development of a strategic plan for the RCPA to focus our efforts in 2019 and beyond.

#### Bay Area Regional Energy Network

RCPA staff worked with MTC/ABAG to update our 2019 BayREN program budgets and scopes of work. The next Coordinating Circle Committee in-person meeting will take place on November 16<sup>th</sup>.

### *Single Family Program*

RCPA and BayREN staff have been redesigning the Single Family Rebate program and will be transitioning to a new program in 2019. The new program is crucial to better reduce the high upfront costs for customers participating in home energy retrofits projects. The new design will make the program accessible to moderate income households, align improvements and increase program participation. The new program will include an easy online energy assessment for homeowners to learn more about improving home energy efficiency. Partnering with Rising Sun, the program will implement green home visits to install features such as LEDs, low flow shower heads and weather-stripping. The free energy advisor will remain with the program, continuing to be an important resource in guiding participants through the program and answering questions. Participants will receive rebates for each measure (such as adding insulation or replacing equipment), the rebates will be capped at \$5,000. More information on the program design details, including launch updates, will be provided when available.

### *Bay Area Multifamily Building Enhancement Program*

As of September 12, 2018, there are 11 multifamily properties in Sonoma County currently receiving no-cost energy efficiency technical assistance from the program, accounting for a total of 612 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 provide energy code classes with jurisdictions. Four training sessions were held in October, with over 24 registrations across 14 building departments and organizations.

### *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 will meet with MTC/ABAG CEO in mid-Oct to discuss our plans for the regional program design and launch and to confirm MTC/ABAG's role in developing financing options for the regional program. RCPA began the recruiting process in mid-October for a new Senior Planner (funded by BayREN) to manage the Water Bill Savings Program and hope to hire this new staff member by the end of the year. RCPA and BayREN staff will meet with executive staff at MTC/ABAG on October 23<sup>rd</sup> to discuss role and responsibilities for BayREN and MTC/ABAG and will present the Regional Program Model concept to ABAG's Executive Board on November 15<sup>th</sup> to gather input and feedback on proposed program scope and financing options.

**Policy Impacts:**

None.

**Fiscal Impacts:**

None.

**Staff Recommendation:**

Information only.

## Staff Report

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

**From:** Tanya Narath, SCTA/RCPA Data Specialist  
Chris Barney, Senior Transportation Planner

**Item:** 4.2.1 – Application for Caltrans Planning Grant to create a data dashboard

**Date:** November 5, 2018

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**Issue:**

Information only.

**Background:**

### Data Dashboard Project Overview

SCTA/RCPA are consistently developing valuable data products to support transportation, climate, and other planning activities in Sonoma County and the San Francisco Bay Area Region. Storage and distribution of these data products and background data and information is currently done on an ‘ad hoc’ basis generally attached to specific project needs. There has been recent interest in accessing and using these data products more broadly.

Our agencies wish to develop more efficient methods for storing and cataloging the data and data products that are produced, and wish to develop better methods and tools for accessing, displaying, and distributing this data and associated data products. To this end SCTA/RCPA are planning to develop a Data Dashboard that will provide an effective framework to maintain and store data and data products, display and distribute this information, and to ensure that valuable data content is available to the public, elected officials and decision makers, and planning, transportation, engineering, and climate protection staff.

### Data Dashboard Project Goals

1. Make SCTA/RCPA data products more accessible and visible to a wide variety of stakeholders. This improved access to data will make it easier for stakeholders to measure progress and provide input on key initiatives such as the SCTA’s Comprehensive Transportation Plan and the RCPA’s Climate Action 2020 and Shift Sonoma County plans.
2. Present data in formats that are accessible and meaningful to community members and organizations representing disadvantaged communities in Sonoma County. By presenting local data in an accessible and understandable format, SCTA/RCPA will help facilitate more informed and effective discussions regarding plans to address housing and transportation needs in the county.
3. Improve the ability of local planners, policy makers, and the community at large to understand the current state and trends related to SCTA and RCPA projects (e.g. climate change, housing, transportation, etc.). For example, the SCTA is leveraging the data it compiles for the Sonoma County

Travel Model to provide more detailed information on housing inventory, capacity, and the impacts of local land use decisions on transportation and climate change goals.

4. Implement a technology framework that is sustainable and can easily accommodate additional data sets and indicators in the future.

### **Application for FY 2019-20 Caltrans Sustainable Communities Grant Program**

In preparation for submitting an application to the FY2019-20 Caltrans Sustainable Communities Grant Program for the Data Dashboard project, SCTA/RCPA staff have reviewed feedback from SCTA's FY2018-19 application that was not selected for funding by Caltrans. Caltrans staff noted that SCTA's application could be strengthened by addressing safety, increasing community engagement with a focus on disadvantaged communities, and describing how the sharing of SCTA/RCPA data would lead to more concrete programs.

Based on Caltrans' feedback, STCA/RCPA staff have identified an opportunity to strengthen this year's application by collaborating with the Department of Health Services (DHS) on a Vision Zero planning project for Sonoma County. Vision Zero is a strategy adopted by cities such as San Francisco and Portland to eliminate all traffic fatalities and severe injuries by a goal date.

One of the foundational elements of successful Vision Zero projects is a robust data framework which provides the analysis and sharing of data required to identify safety opportunities and priorities. SCTA/RCPA's Data Dashboard project will provide this essential data analysis and data sharing platform for the Sonoma County Vision Zero planning project. While injury and crash data from various sources will constitute the initial data included in the Data Dashboard, the dashboard will be designed to incorporate additional SCTA/RCPA data over time.

SCTA/RCPA staff recently presented a draft scope of work for the combined Vision Zero/Data Dashboard project to Caltrans District 4 staff and received positive feedback on the concept. As a result, SCTA/RCPA will partner with DHS and submit one application to Caltrans requesting funding for the combined project. SCTA will be the lead agency and DHS the sub-applicant on the grant application. The final grant application is due on November 30, and grant awards are anticipated for release by Caltrans in spring of 2019.

#### **Policy Impacts:**

None.

#### **Fiscal Impacts:**

None.

#### **Staff Recommendation:**

Information only.

## Staff Report

**To:** Sonoma County Transportation Authority  
**From:** Janet Spilman, Director of Planning  
**Item:** 4.2.2 – Planning Activities Report  
**Date:** November 5, 2018

**Issue:**

Information only.

**DATA MANAGEMENT AND FORECASTING**

- **Travel Model Validation** – Staff and consultants continue to make progress on revalidating the Sonoma County Travel Model. Recent work has focused on collecting traffic count and travel speed survey data that will be used to validate model estimates of existing and future travel speeds and road volumes.
- **Modeling and analysis support** – Mapping, modeling, and analytic support has been provided for projects in Santa Rosa and unincorporated Sonoma County. Staff has assisted the Department of Health Services with the collection and processing of bicycle and pedestrian count data near and around high schools in Sonoma County.
- **Land use data and analysis** – Staff has begun the process of updating general plan build out estimates which are used as part of the travel demand modeling program. New estimates will incorporate information from recent planning documents, permitted and pending development projects, and will be reviewed by local planning staff for reasonableness.

**PLANS**

- **Transit Integration and Efficiency Study** –The consulting team has scheduled Stakeholder Interviews for late October and continues to review data. The Steering Committee and consulting team continue to hold bi-weekly project management check-in calls.
- **Plan Bay Area 2050** – Staff is participating the development of **Horizon**, the prelude to PBA 2050, which will launch next year. Staff continues to review materials that will feed into MTC’s new travel demand model, Travel Model Two.

**PROGRAM MANAGEMENT**

- **Safe Routes to School** –Implementation of the 5 year Safe Routes to School program is underway with approval of the contract with Sonoma County Bicycle Coalition in September.
- **Bike Share Pilot Program** –SCTA and TAM are utilizing responses from the Request for Information to develop draft policy and vendor evaluation language for partner agency staff to review.
- **Emergency Ride Home Program** – Staff continues to promote awareness of the new countywide Emergency Ride Home Program, which 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** – Zipcar usage dropped a little over the summer months. Staff continues to work with Zipcar to promote the program, including a new partnership with the Santa Rosa Chamber of Commerce. 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)

#### **ADMINISTRATION OF ALTERNATIVE TRANSPORTATION FUNDING**

- **Transportation for Clean Air Fund, County Program Manager (TFCA, CPM)** – SCTA has completed a routine fiscal audit of the TFCA CPM program. The Fiscal Year 2018-2019 Fund Transfer Agreements with project sponsors have been executed. Staff worked with project sponsors to complete and submit bi-annual reports to the Bay Area Air Quality Management District.

#### **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
- CMA Planners meetings
- Bay Area County Transportation Authority meeting
- Bay Area Partnership Board meeting

##### **Policy Impacts:**

All activities are consistent with SCTA policy.

##### **Staff Recommendation:**

Information only.

## Staff Report

**To:** Sonoma County Transportation Authority  
**From:** Seana L. S. Gause, Senior – Programming and Projects  
**Item:** 4.3.1 – Measure M 2019 Strategic Plan  
**Date:** November 5, 2018

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### **Issue:**

Shall the Board approve the *2019 Measure M Strategic Plan* for use and distribution?

### **Background:**

Over the last year staff has been working with our partner agencies to develop the *2019 Measure M Strategic Plan*. A draft of that plan has been distributed to the Board and is available on-line at:

<http://scta.ca.gov/wp-content/uploads/2018/10/2019-StrategicPlan-final-draft-ADA.pdf>

The format of the plan is modeled on the previous plan, with an executive summary, background, methodology and approach, policies and procedures, cash flow model, and project information sheets. The appendices include a link to resources for project sponsors and a copy of the original ballot measure for reference.

In June 2018, the Board adopted the programming for Highway 101 Projects, the Local Street Projects (LSP) and Bike/Ped Projects. The draft plan includes the cash flow models for all programs.

As the Board is aware, Proposition 6 on tomorrow's ballot has the potential to affect several of the Measure M projects currently receiving or scheduled to receive SB-1 funds. The plan is written with the current availability of SB-1 funds described. Should Proposition 6 be successful, the funding plans of those projects and several of the text sections and maps within the document would need to be revised. Staff is requesting that the Board consider conditionally approving this plan dependent upon the outcome of the election. If Proposition 6 should be successful, staff would revise the relevant sections and return the document to the Board for approval in December. If Proposition 6 fails there will be no need to revise the document. In that case, staff will have hard copies reproduced and distributed to the Board, members of the Citizens Advisory Committee, the project sponsors/Measure M fund recipients and SCTA staff.

The Citizens Advisory Committee has oversight responsibilities related to Measure M; the Committee has reviewed the proposed plan, provided comments, and recommends approval. The Technical Advisory Committee, composed largely of jurisdictional staff members responsible for implementing Measure M projects, has also reviewed and provided comments on the document.

### **Policy Impacts:**

When adopted by the Board, the *2019 Measure M Strategic Plan* will become policy. Please reference Chapter 3 for programming decisions and Chapter 4 for policies included in the Plan.

**Fiscal Impacts:**

To keep within individual program capacities, the LSP program provides inter-program loans to the 101, SMART, and Bike/Ped programs. Inter-program loans are re-paid with interest.

**Staff Recommendation:**

Staff recommends that the Board consider conditionally approving the *2019 Measure M Strategic Plan* dependent upon the outcome of the November 6, 2018 election.

## Staff Report

**To:** SCTA/RCPA Board of Directors  
**From:** Suzanne Smith, Executive Director  
**Item:** 4.4 – Financial Reporting – FY2018-19 Q1  
**Date:** November 5, 2018

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### Issue:

What is the status of quarterly activities of the operations for the SCTA, RCPA, and Measure M Budgets for the Fiscal Year 2018-19, quarter end September 30, 2018?

### Background:

The Board approved Final 2018-19 Budgets in October of this year for SCTA, RCPA, and Measure M.

This staff report provides a status on operations for each of the budgets as of September 30, 2018. Budget-to-actual comparisons shown on the tables in the following pages reflect actual transactions through the first quarter of the fiscal year. Below is a brief summary of activities:

- SCTA Budget to Actual 2018-19 Q1
  - Revenues are budgeted at \$2,150,693 for the fiscal year. The SCTA has received \$15,153 in revenues for HOV Lane Violation Fines. Most revenues are based on reimbursement so the first quarter tends to not include significant revenues coming in.
  - Expenditures are budgeted at \$2,157,228 for the fiscal year. The SCTA has expended a total of \$336,054: \$420,997 in Salaries and Benefits, and \$20,583 in Outside Contract Services, \$45,134 in Operational Expenses, and (\$150,661) in reimbursement of interagency transfers of staff time across programs.
- RCPA Budget to Actual 2018-19 Q1
  - Revenues are budgeted at \$1,788,701 for the fiscal year. The RCPA has received \$332,534 in revenues from Other Governmental Agencies for the RCPA City County and Partnering Agency Contribution.
  - Expenditures are budgeted at \$1,405,205 for the fiscal year. The RCPA has expended a total of \$224,757: \$99,534 in interagency staff time, and \$118,416 in Outside Contract Services, and \$6,807 in Operational Expenses.
- Measure M Budget to Actual 2018-19 Q1
  - Revenues were budgeted at \$27,396,394 for the fiscal year. The Measure M Programs have received \$2,110,360.87 in revenues, all from Sales Tax.

- Expenditures were budgeted at \$44,194,362 for the fiscal year. Measure M Programs have expended a total of \$900,389: \$48,362 in interagency staff time, \$441,900 in Consultant costs, and \$383,851 in Contributions to Other Governments: Caltrans and Sonoma County Bicycle Coalition, and \$26,276 in Operational Expenses.

**Policy Impacts:**

None, the Board approved the Final Budgets October 8, 2018, and the reported revenues and expenditures are within the appropriated budgets.

**Fiscal Impacts:**

None.

**Staff Recommendation:**

None, this is an information item only.

## SCTA FY2018-19 BUDGET TO ACTUAL AS OF 9/30/2018

Description		2018-19 Final Budget	Actuals Qtr To Date	Remaining Balance	% Remaining Balance
<b>Revenues</b>	<b>Federal</b>	\$ 1,069,300	\$ -	\$ 1,069,300	100%
	<b>State</b>	240,000	-	240,000	100%
	<b>Regional</b>	285,000	-	285,000	100%
	<b>Local</b>	494,393	-	494,393	100%
	<b>Intergovernmental</b>	60,000	15,153	44,847	75%
	<b>Prior Year Revenue</b>	-	(1,020)	1,020	0%
	<b>investment Income</b>	2,000	-	2,000	100%
<b>Revenues Total</b>		<b>\$ 2,150,693</b>	<b>\$ 14,133</b>	<b>\$ 2,136,560</b>	<b>99%</b>
<b>Expenditures</b>	<b>Salaries and Benefits</b>	2,368,700	420,997	1,947,703	82%
	<b>Outside Contracts/Services</b>	590,268	20,583	569,685	97%
	<b>Operational Expenditures</b>	327,980	45,134	282,846	86%
	<b>Reimbursements</b>	(1,129,720)	(150,661)	(979,059)	87%
<b>Expenditures Total</b>		<b>\$ 2,157,228</b>	<b>\$ 336,054</b>	<b>\$ 1,821,174</b>	<b>84%</b>
<b>Revenues Less Expenditures</b>		<b>(6,535)</b>	<b>(321,921)</b>	<b>315,386</b>	
Starting Fund Balance		706,903	706,903		
<b>Ending Fund Balance</b>		<b>\$ 700,368</b>	<b>\$ 384,982</b>		

## RCPA 2018-19 BUDGET TO ACTUAL AS OF 9/30/18

Description		2018-19 Final Budget	Actuals Qtr To Date	Remaining Balance	% Remaining Balance
<b>Revenues</b>	<b>Intergovernmental</b>	\$ 1,566,201	\$ 332,534	\$ 1,233,667	79%
	<b>State</b>	220,000	-	220,000	100%
	<b>Investment Income</b>	2,500	-	2,500	100%
	<b>Prior Year Revenue</b>	-	-	-	0%
<b>Revenues Total</b>		<b>\$ 1,788,701</b>	<b>\$ 332,534</b>	<b>\$ 1,456,167</b>	<b>81%</b>
<b>Expenditures</b>	<b>Outside Contracts/Services</b>	1,281,905	217,949	1,063,956	83%
	<b>Operational Expenditures</b>	123,300	6,807	116,493	94%
<b>Expenditures Total</b>		<b>\$ 1,405,205</b>	<b>\$ 224,757</b>	<b>\$ 1,180,448</b>	<b>84%</b>
<b>Revenues Less Expenditures</b>		<b>383,496</b>	<b>107,777</b>	<b>275,719</b>	
Starting Fund Balance		153,793	153,793		
<b>Ending Fund Balance</b>		<b>\$ 537,289</b>	<b>\$ 261,570</b>		

## Measure M FY2018-19 BUDGET TO ACTUAL AS OF 9/30/2018

Description	2018-19 Final Budget	Actuals Qtr To Date	Remaining Balance	% Remaining Balance
<b>Revenues</b>				
Tax Revenue	\$ 25,866,505	\$ 2,110,361	\$ 23,756,144	92%
Intergovernmental Revenues	1,150,000	-	1,150,000	100%
Miscellaneous Revenues	500	-	500	100%
Revenue - Use of Money & Prop	379,389	-	379,389	100%
Administrative Control Accts	-	-	-	0%
<b>Revenues Total</b>	<b>\$ 27,396,394</b>	<b>\$ 2,110,361</b>	<b>\$ 25,286,033</b>	<b>92%</b>
<b>Expenditures</b>				
Services and Supplies	4,872,870	516,538	4,356,332	89%
Other Charges	39,321,492	383,851	38,937,641	99%
Administrative Control Accts	-	-	-	0%
<b>Expenditures Total</b>	<b>\$ 44,194,362</b>	<b>900,389</b>	<b>43,293,973</b>	<b>98%</b>
<b>Revenues Less Expenditures</b>	<b>(16,797,968)</b>	<b>1,209,972</b>	<b>(18,007,940)</b>	
Starting Fund Balance	65,896,556	65,896,556		
<b>Ending Fund Balance</b>	<b>\$ 49,098,588</b>	<b>\$ 67,106,528</b>		

## Staff Report

To: SCTA/RCPA Board of Directors  
From: Brant Arthur, Community Affairs Specialist  
Item: 4.5 – Community Affairs Report  
Date: November 5, 2018

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### News

#### Highway 101 (Marin Sonoma Narrows) Lane Switch

Highway 101 northbound lanes will shift to a new alignment overnight Friday November 2, 2018. The new alignment will move vehicles onto the new lanes constructed between the San Antonio Road exit and the Kastania/Petaluma Blvd exit.



#### New position: Water Bill Savings Program Manager

The RCPA is hiring a Regional Water Bill Savings Program Manager to work with the Bay Area Regional Energy Network (BayREN) to manage the design and launch of a regional model for the Water Bill Savings Program to expand program benefits throughout the Bay Area. The Program Manager should have the leadership skills to be an effective advocate for the Water Bill Savings Program; should have high energy, a strong work ethic, and the initiative to define and execute a new public program to increase community resilience through efficiency. For more information, visit: [http://rcpa.ca.gov/wbsp\\_manager](http://rcpa.ca.gov/wbsp_manager)

## Electrify America

On Oct. 3, 2018, Electrify America announced its next \$200 million investment in Zero Emission Vehicle (ZEV) infrastructure as well as education and awareness in California which is outlined in its Cycle 2 California ZEV Investment Plan submitted to the California Air Resources Board (CARB). Cycle 2 is a 30-month investment period, which begins in July 2019.

As part of Cycle 1, which runs Electrify America will build a bank of fast-charging stations for electric vehicles along Highway 101 in Santa Rosa. As part of Cycle 2, Electrify America is proposing to build another 2-4 banks of charging stations in Sonoma County.

## **Upcoming Events**

- 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
- 1/31/19 – Micromobility California Conference, Richmond, CA, <https://micromobility.io/>

## **Partner news**

### Bay Area Metro Awards Application

The Metropolitan Transportation Commission (MTC) and the Association of Bay Area Governments (ABAG) are jointly sponsoring the Bay Area Metro Awards to recognize the work going on every day to make the Bay Area more livable, equitable and sustainable. Individuals, non-profits, community organizations, business groups, elected officials, cities and counties all may apply.

Nominees must have been active or underway in the nine-county Bay Area during the April 2016 to September 2018 time-frame. The deadline for submissions is Friday, November 16, 2018. Winners will be selected by a jury representing ABAG, MTC and the community. For more information visit: <https://abag.ca.gov/awards/BayAreaMetro2018.html>

### BAAQMD Charge Grants

The Air District's *Charge!* Program offers grant funding to offset the cost of purchasing and installing new publicly available electric vehicle charging stations within the Bay Area. The FYE 2019 *Charge!* Program is scheduled to reopen on October 25, 2018.

Grant awards of \$10,000 to \$500,000 are based on the number and type of chargers proposed and installed. Eligible applicants include businesses, non-profits, and public agencies. Chargers must be available to the general public, operate for a minimum of three years and achieve minimum usage requirements. For more information, visit: <http://www.baaqmd.gov/charge>

### Final Drive EV Incentive Program

The final Drive EV incentive program from Sonoma Clean Power (SCP) wraps up next month on November 16, 2018. SCP customers can save thousands on an EV, plus get a free home charger, now through November 16th, 2018. Interested residents need to first apply for a certificate at <http://driveev.org>

### Electric Buses

Santa Rosa CityBus is set to join Sonoma County Transit as an early adopter of electric buses before it becomes a state mandate in 2040. Sonoma County Transit received its first electric bus in September.

The City of Santa Rosa's transportation and public works department was awarded \$1.78 million in Federal Transit Administration dollars dedicated to improving the nation's bus safety and reliability through vehicle and infrastructure upgrades. Santa Rosa also came away last year with about \$1.2 million through the competitive grant program and now plans to use the total pot to buy its first four zero-emission buses.



## **Social media / Community outreach**

### SCTA Facebook:

- **508** page likes
- **371** people reached in the last month
- **144** post engagements in the last month

### RCPA Facebook:

- **567** page likes
- **2,454** people reached in the last month
- **306** post engagements in the last month

### CA37 Facebook:

- **572** page likes
- **291** people reached in the last month
- **31** post engagements in the last month

### Newsletter:

- Monthly newsletters for SCTA and RCPA were sent September 8, 2018
- The SCTA newsletter was sent to **326** recipients with a **29%** open and **7%** click rate
- The RCPA newsletter was sent to **233** recipients with a **43%** open and **5%** click rate

### Other notes:

- SCTA website had **551** active users over the last month
- RCPA website had **284** active users over the last month
- Top SCTA webpages are the Homepage, Emergency Ride Home, Measure M, and Staff.
- Top RCPA webpages are the Homepage, CA2020, Staff, and GHG Inventory.
- Twitter has relatively low public interest (SCTA **92** followers, RCPA **132** and SR37 **12**)

## Relevant news

Climate Coalition to host Sonoma City Council Candidate Forum

Sonoma Index-Tribune – September 26, 2018

<https://www.sonomanews.com/news/8782357-181/climate-coalition-to-host-sonoma?sba=AAS>

Sonoma County still has the worst roads in the Bay Area despite millions spent fixing them up

The Press Democrat – October 4, 2018

<https://www.pressdemocrat.com/news/8784316-181/although-millions-have-been-spent>

Sonoma County Is Number One When It Comes To The Worst Roads In The Bay Area

KSRO – October 5, 2018

<http://www.ksro.com/2018/10/05/sonoma-county-is-number-one-when-it-comes-to-the-worst-roads-in-the-bay-area/>

Santa Rosa, Calif., Continues Shift Toward Electric Transit

GovTech.com – October 11, 2018

<http://www.govtech.com/fs/Santa-Rosa-Calif-Continues-Shift-Toward-Electric-Transit.html>

Sonoma County Ag + Open Space Conserves 1,600-acre Forest in Northwest Sonoma County

Sonoma County Gazette – October 15, 2018

<https://www.sonomacountygazette.com/sonoma-county-news/sonoma-county-ag-43-open-space-conserves-1-600-acre-forest-in-northwest-sonoma-county>

Planes, trains & automobiles: The history of transportation in Santa Rosa

The Press Democrat – October 19, 2018

<https://www.pressdemocrat.com/specialsections/santarosa150/8826334-181/planes-trains-automobiles-the>

Sonoma Clean Power and Uber creating incentives for Uber drivers to switch to electric vehicles

Sonoma West Times – October 22, 2018

[http://www.sonomawest.com/sonoma\\_west\\_times\\_and\\_news/news/sonoma-clean-power-and-uber-creating-incentives-for-uber-drivers/article\\_232b41ee-d62a-11e8-8031-33f955d0e97b.html](http://www.sonomawest.com/sonoma_west_times_and_news/news/sonoma-clean-power-and-uber-creating-incentives-for-uber-drivers/article_232b41ee-d62a-11e8-8031-33f955d0e97b.html)

## **Citizens Advisory Committee MEETING AGENDA**

***October 29, 2018 at 4:00 p.m.***

Sonoma County Transportation Authority  
SCTA Large Conference Room  
490 Mendocino Avenue, Suite 206  
Santa Rosa, California 95401

### **ITEM**

1. Introductions
2. Public Comment
3. Administrative - Approval of Notes September 24, 2018\* - ACTION
4. Measure M – DISCUSSION/ACTION
  - a. Measure M Audit presentation
  - b. Measure M Monthly Financial Reports\*
5. Highway Updates – DISCUSSION
  - a. Article of Interest: First phase of north county's Highway 101 repaving project nearly complete  
<https://www.pressdemocrat.com/news/8821778-181/first-phase-of-north-countys?artslide=1>
6. Announcements
7. Adjourn

\*Materials attached

\*\* Materials to be handed out

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The next **S C T A** meeting will be **November 5<sup>th</sup>, 2018**  
The next **CAC** meeting will be **November 26<sup>th</sup>, 2018**

DISABLED ACCOMMODATION: If you have a disability that requires the agenda materials to be in an alternate format or that requires an interpreter or other person to assist you while attending this meeting, please contact SCTA at least 72 hours prior to the meeting to ensure arrangements for accommodation.

SB 343 DOCUMENTS RELATED TO OPEN SESSION AGENDAS: Materials related to an item on this agenda submitted to the **Citizens Advisory Committee** after distribution of the agenda packet are available for public inspection in the Sonoma County Transportation Authority office at 490 Mendocino Ave., Suite 206, during normal business hours.

Pagers, cellular telephones and all other communication devices should be turned off during the committee meeting to avoid electrical interference with the sound recording system.

## Climate Action Advisory Committee REVISED MEETING AGENDA

**October 5, 2018 at 11:30 a.m.**

Sonoma Clean Power Conference Room  
50 Santa Rosa Avenue, Fifth Floor  
Santa Rosa, California 95404

### ITEM

1. Introductions
2. Public Comment
3. Administrative – Approval of July 13th, 2018 meeting notes\*
4. Report-out from attendees (1 minute each)
5. Spotlight on RCPA Programs
  - 5.1. Overview of RCPA Programs
  - 5.2. Community Engagement
    - 5.2.1. Evaluating Community Climate Challenge platform: <https://mycity.communityclimate.org/>
6. RCPA Update\*\*
  - 6.1. Update on Drive EV program
  - 6.2. Update on e-bike incentive program
  - 6.3. Update on Water Bill Savings position
7. Announcements
8. Adjourn

\*Materials attached.

\*\*Materials to be handed out.

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The next **SCTA/RCPA** meeting will be held **October 5, 2018**  
The next **CAAC** meeting will be held in **January 4, 2019**

Copies of the full Agenda Packet are available at [www.rcpa.ca.gov](http://www.rcpa.ca.gov)

**DISABLED ACCOMMODATION:** If you have a disability that requires the agenda materials to be in an alternate format or that requires an interpreter or other person to assist you while attending this meeting, please contact RCPA at least 72 hours prior to the meeting to ensure arrangements for accommodation.

**SB 343 DOCUMENTS RELATED TO OPEN SESSION AGENDAS:** Materials related to an item on this agenda submitted to the **Climate Action Advisory Committee** after distribution of the agenda packet are available for public inspection in the Regional Climate Protection Authority office at 490 Mendocino Ave., Suite 206, during normal business hours.

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## Planning Advisory Committee

**Thursday, October 25, 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: 996 343 485

### ITEM

1. Introductions
2. Administrative
  - 2.1. Approval of the agenda – changes, additional discussion items- (ACTION)
  - 2.2. Review Meeting Notes from August 16, 2018 \* – (ACTION)
  - 2.3. SCTA Planning Activities update\*
3. Updates from group - DISCUSSION
4. Sonoma County Travel Behavior Study – Update and Draft Schedule\*
5. Caltrans Planning Grant – application by SCTA/DHS for Vision Zero\*
6. Planning Data Collection and Coordination
  - 6.1. General Plan buildout update\*
7. MTC/ABAG Horizon and Plan Bay Area presentation update
  - 7.1. CASA Compact Overview\*
  - 7.2. Horizon Perspective Paper #3 – Regional Growth Strategies – PDA framework\*
8. Micro-Mobility Use Cases and Regulation – Presentation and Discussion\*
9. Items of Interest – Accelerating Infill in Santa Rosa & Sonoma County by Council of Infill Builders\*
10. Other Business /Next agenda
11. Public Comment
12. Adjourn -(ACTION)

\*Attachment

\*\* Materials will be handed out at meeting

The next **SCTA** meeting will be **November 5, 2018**  
The next **PAC** meeting will be **November 15 or 29<sup>th</sup>, 2018**

DISABLED ACCOMMODATION: If you have a disability that requires the agenda materials to be in an alternate format or that requires an interpreter or other person to assist you while attending this meeting, please contact SCTA/RCPA at least 72 hours prior to the meeting to ensure arrangements for accommodation.

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

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## Transit – Technical Advisory Committee

### MEETING AGENDA

October 10, 2018 – 10:00 a.m.

#### **\*\*OCTOBER MEETING LOCATION\*\***

**Santa Rosa Transportation and Public Works  
45 Stony Point Road, Santa Rosa, CA 95401**

#### ITEM

1. Introductions
2. Approval of Meeting Notes: September 12, 2018 – **ACTION\***
3. Transit Operator Updates – Discussion
4. Clipper Update, if available – Discussion
5. Technology Update (*real-time information, AVL, passenger counters, fare apps, etc.*) – Discussion
6. State Transit Assistance (STA)
  - 6.1. Revised Draft FY19 and FY18 STA Coordinated Claim – **DISCUSSION/ACTION\***
  - 6.2. Revised STA Lifeline Cycle 5 Funds – **DISCUSSION/ACTION\***
  - 6.3. STA, Small Operator Performance Measures – Discussion\*
7. Regional Measure 3 – Discussion
8. Other Business / Comments / Announcements
9. Adjourn - **ACTION**

\*Materials attached

\*\*Materials to be handed out

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The next **SCTA/RCPA** meeting will be held November 5, 2018 at **Santa Rosa City Hall Council Chambers**  
The next **T-TAC** meeting will be held November 14, 2018 at **411 King Street, 2<sup>nd</sup> Floor, Santa Rosa, CA 95404**

DISABLED ACCOMMODATION: If you have a disability that requires the agenda materials to be in an alternate format or that requires an interpreter or other person to assist you while attending this meeting, please contact SCTA/RCPA at least 72 hours prior to the meeting to ensure arrangements for accommodation. SB 343 DOCUMENTS RELATED TO OPEN SESSION AGENDAS: Materials related to an item on this agenda submitted to the Transit-Technical Advisory Committee after distribution of the agenda packet are available for public inspection in the Sonoma County Transportation Authority office at 490 Mendocino Ave., Suite 206, during normal business hours. Pagers, cellular telephones and all other communication devices should be turned off during the committee meeting to avoid electrical interference with the sound recording system.

TO REDUCE GHG EMISSIONS: Please consider carpooling or taking transit to this meeting. For more information check [www.511.org](http://www.511.org), [www.gosonoma.org](http://www.gosonoma.org)