BOARD OF DIRECTORS
AGENDA PACKET

Monday, February 4th, 2019
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

February 4, 2019 – 2:30 p.m.

City of Santa Rosa City Council Chambers
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
      3.1. Highway 101 – Amendment 9 to Cooperative Agreement 04-2104 with Caltrans related to Right of Way of Old Redwood Highway Interchange (Central C) (ACTION)*

   B. SCTA/RCPA Concurrent Items
      3.2. Admin – Minutes of the December 10, 2018 meeting (ACTION)*
      3.3. Admin – 2019 meeting schedule (REPORT)*

4. Regular Calendar
   A. SCTA/ RCPA Items
      4.1. Election of Officers – (ACTION)*
      4.2. Admin – 2018 SCTA/RCPA Annual Report (ACTION)*
      4.3. Admin – FY18/19 second quarter financial report (REPORT)*
      4.4. Community Affairs Report – (REPORT)*

   B. RCPA Items
      4.5. RCPA Projects and Planning
         4.5.1. BayREN – approval of program funding agreements (ACTION)*
               • Agreement RCPA19007 between RCPA and Association of Bay Area Governments
               • Agreement RCPA19008 between RCPA and Frontier Energy
               • Agreement RCPA18007-A2 between RCPA and County of Sonoma Energy and Sustainability Division
         4.5.2. Legislation – update on federal policy discussions – the Green New Deal (REPORT)*
         4.5.3. Legal – proposed amicus brief for litigation in opposition to rolling back emission and fuel economy standards (ACTION)*
         4.5.4. RCPA Activities Report – (ACTION)*

   C. SCTA Items
      4.6. SCTA Planning
         4.6.1. Planning Activities Report – (REPORT)*
      4.7. SCTA Projects and Programming
4.7.1. **Shift** – request for proposals to implement bike share in Sonoma and Marin along the SMART rail corridor (ACTION)*

4.7.2. **Measure M** – FY17/18 Annual Report (ACTION)*

4.7.3. **SR37** – Memorandum of Understanding with MTC, Caltrans and four North Bay Counties regarding the Resilient State Route 37 Program (ACTION)*

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

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

6. **Adjourn**

*Materials attached.

The next **SCTA/RCPA** meeting will be held **March 11, 2019**


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 411 King Street, Santa Rosa, CA, 95404, 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.srcity.org/citybus](http://www.srcity.org/citybus), [www.sctransit.com](http://www.sctransit.com) or [https://carmacarpool.com/sfbay](https://carmacarpool.com/sfbay)
Staff Report

To: Sonoma County Transportation Authority
From: James R. Cameron, Director Projects and Programming
Item: 3.1 – Amendment to Cooperative Agreement with Caltrans related to Right of Way of Old Redwood Highway Interchange (Central C)
Date: February 4, 2019

Issue:
Shall the SCTA reinstate and amend Cooperative Agreement Number 04-2104 with Caltrans to add additional funds in the amount of $78,057 to complete final right-of-way phase and extend the termination date to June 30, 2020 of the Central C (Highway 101 / Old Redwood Highway Interchange) project?

Background:
There are several Cooperative Agreements executed for the Central C project that define the funding, roles and responsibilities of the project partner agencies including SCTA, City of Petaluma and Caltrans. Agreements include Cooperative Agreement SCTA 10021-A2 with the City of Petaluma and Cooperative Agreements 04-2104-A8 and 04-2363-A4 with Caltrans for Right of Way and Construction Phases, respectively. Additional background is described below:

Existing Cooperative Agreement SCTA10021-A2 with the City of Petaluma:
On May, 7, 2010, SCTA entered into Cooperative Agreement No. SCTA10021 with the City of Petaluma to define the funding, roles and responsibilities necessary to combine the Old Redwood Highway overcrossing replacement project with the reconstruction of the Old Redwood Highway Interchange ramps of the Central project (Central-C). The agreement specified that the City would provide for the re-validation of the Central project’s environmental document and the design of the interchange, whereas SCTA would provide for the right of way certification and construction of the interchange. Funding was divided by the proportionate share of the Highway 101 scope versus the overcrossing scope. On November 15, 2011, SCTA and the City amended Coop SCTA10021 to adjust the schedule and budgets for the project. On February 8, 2016, a second amendment to Coop SCTA 10021 was executed to reflect updated project costs. SCTA Agreement with the City of Petaluma (SCTA10021-A2) will be closed out when all development phases are completed.

Construction Estimates and Cooperative Agreement 4-2363 with Caltrans:
On October 4, 2011, SCTA and Caltrans executed Cooperative Agreement 4-2363 to provide for the construction of the Central C - Highway 101 / Old Redwood Highway Interchange project. Coop 4-2363 was subsequently amended to account for changes in the amount of Proposition 1B - State and Local Partnership Program (SLPP) funding available for the project and to provide an additional $150,000 to Caltrans for final PS&E packaging and advertisement. Coop 4-2363-A2 reduced the construction Capital budget by $2,351,000 to reflect the low bid and the construction award allotment. Coop- 4-2363-A3 reduced the construction capital budget and increased the construction support budget to address a need for additional support budget to fund the plant establishment work and project close out. Coop 4-2363-A4 reduced the Construction Capital SCTA funds from $18,737,000 to $17,737,000 to reflect estimated final actual expenditures.
Cooperative Agreement with Caltrans for construction (4-2363-A4) is being closed out as construction is complete. Caltrans final accounting will reimburse SCTA $128,023 of Construction Capital funding and will leave $45,195 in unexpended Construction Support funding. Total savings at close out will be $173,218.

**Right-of-Way Cooperative Agreement 4-2104 with Caltrans:**

On September 19, 2007, SCTA entered into Cooperative Agreement No. 04-2104 with Caltrans to provide right-of-way services for the entire Central Highway 101 Widening Project. The cooperative agreement provided Measure M funds for right of way engineering, support, survey services and right of way capital. SCTA subsequently divided the Central project into three phases, but retained Coop 04-2104 to cover the right-of-way expenditures for the entire Central project.

The Right of Way Coop 4-2104 between Caltrans and SCTA was amended eight times to adjust budgets, accountability for right-of-way services and extension of contract time. Amendment 8 extended the completion date of the agreement until June 30, 2018 and adjusted the budgets for Right of Way Support and Right of Way Capital for the Central C project as follows:

<table>
<thead>
<tr>
<th>Performance Commitments</th>
<th>Estimated Cost</th>
<th>Agency Responsible for Performance</th>
<th>Agency Spending Limit</th>
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Construction of the Old Redwood Highway project is complete and all right of way activities are complete with the exception of right of way close out activities. Since the original agreement expired on June 30, 2018, it will need to be reinstated in order for Caltrans to complete right of way close out activities. Amendment 8, the replacement agreement, will reinstate the expired agreement, add additional funds to complete right of way close out activities, and extend the termination date to June 30, 2020. It is estimated an additional $78,057 is needed in Right of Way Support funds to complete right of way close out activities.
Coop 4-2104-A9 will adjust the Estimate of Cost as follows:

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<tr>
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Staff proposes to use a portion of the $173,218 savings from the construction phase to fund the additional $78,057 of Right of Way Support costs. The additional budget will fund completion of all final right of way mapping and field work setting the survey monuments.

**Policy Impacts:**

None

**Fiscal Impacts:**

The proposed amendment will reallocation $78,057 of Measure M funds from the construction savings of $173,218 to right of way support for the Central C project, resulting in a project savings of $95,161.

**Staff Recommendation:**

Staff recommends that the Board authorize the Chair to execute the attached Amendment No. 9 to Caltrans Cooperative Agreement Number 4-2104 to reinstate the Agreement with Caltrans, add additional local funds in the amount of $78,057 to complete the right-of-way phase and extend the termination date to June 30, 2020 of the Central C (Highway 101 / Old Redwood Highway Interchange) project, in substantially similar form as provided for in the attachment, subject to the final review and approval by legal counsel.
RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY TRANSPORTATION AUTHORITY, COUNTY OF SONOMA, STATE OF CALIFORNIA, AUTHORIZING THE CHAIR TO EXECUTE THE FOLLOWING AMENDMENT TO THE HIGHWAY 101 CENTRAL PROJECT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS):

AMENDMENT 9 TO COOPERATIVE AGREEMENT 4-2104 FOR RIGHT OF WAY FOR THE HIGHWAY 101 CENTRAL PROJECT TO REINSTATE THE EXPIRED AGREEMENT, ADD $78,057 OF LOCAL FUNDS TO RIGHT OF WAY SUPPORT, AND EXTEND THE TERMINATION DATE TO JUNE 30, 2020

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

WHEREAS, Construction of the Highway 101 Central project is complete and final right of way close out activities remain to be completed; and

WHEREAS, Cooperative Agreement No. 4-2104 was previously executed with Caltrans for right of way services necessary for Highway 101 Central project from Old Redwood Highway in Petaluma to Rohnert Park Expressway in Rohnert Park; and

WHEREAS, SCTA and Caltrans amended Cooperative Agreement No. 4-2104 eight times to adjust budgets responsibilities and extend contract time; and

WHEREAS, Amendment No. 8 revised the termination date to June 30, 2018 and is now expired;

WHEREAS, Amendment No. 9 to Cooperative Agreement 04-2104 is needed to reinstate the expired agreement, add $78,057 of local funds to right of way support to complete right of way close out activities, and extend the termination date to June 30, 2020;

NOW, THEREFORE, BE IT RESOLVED, that Board of Directors of the Sonoma County Transportation Authority authorizes the chair to execute Amendment 9 to Cooperative Agreement 4-2104 with the California Department of Transportation in substantially similar form as provided for in the attachment, subject to the final review and approval by legal counsel.
THE FOREGOING RESOLUTION was approved by acclamation:

Director Bagby
Director Callinan
Director Gorin
Director Gurney
Director Harvey
Director Landman

Director Miller
Director Naujokas
Director Rabbitt
Director Rogers
Director Salmon
Director Zane

Ayes: Noes: Absent: Abstain: 0

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 February 4, 2019.

Suzanne Smith, Executive Director
Clerk, Sonoma County Transportation Authority
REPLACEMENT AND REAFFIRMATION AGREEMENT (12-20-18, AH)

This Replacement and Reaffirmation Agreement (REPLACEMENT AGREEMENT), effective on _________________, is between the State of California, acting through its Department of Transportation, referred to herein as STATE, and:

SONOMA COUNTY TRANSPORTATION AUTHORITY, a public corporation, referred to herein as “SCTA.”

RECITALS

1. STATE and SCTA entered into an Agreement (District Agreement No. 4-2104) on September 19, 2007, defining the terms and conditions under which they were to cooperate on a highway improvement project in Sonoma County. The project, referred to herein as “PROJECT,” consists of widening State Route 101 from four lanes to six lanes by adding one high occupancy vehicle (HOV) lane in each direction and includes related modifications to and replacement of structures and other highway facility improvements from Old Redwood Highway in Petaluma to Rohnert Park Expressway in Rohnert Park. The terms and conditions of said Agreement (District Agreement 4-2104) encompassed all of the right of way activities needed for completion of PROJECT.

2. The parties hereto also entered into Amendment No. 1 to said Agreement (Ref. District Agreement No. 4-2104-A1) on January 27, 2009, to reflect the changes to the PROJECT right of way cost and funding and to revise the indemnification and termination articles to reflect the currently approved versions.

3. The parties hereto also entered into Amendment No. 2 to said Agreement (Ref. District Agreement No. 4-2104-A2) on June 3, 2010, to reflect the changes to the PROJECT right of way cost and funding and to revise the indemnification articles to reflect the currently approved version.

4. The parties hereto also entered into Amendment No. 3 to said Agreement (Ref. District Agreement No. 4-2104-A3) on December 14, 2010, to reflect the changes to the PROJECT right of way cost.

5. The parties hereto also entered into Amendment No. 4 to said Agreement (Ref. District Agreement No. 4-2104-A4) on July 18, 2011, to (a) revise Attachment 1 of the Agreement (Scope of Work) to identify those reimbursable tasks which would be performed by SCTA and (b) revise Exhibit A (Estimate of Costs) to identify the parties’ spending limits.

6. The parties hereto also entered into Amendment No. 5 to said Agreement (Ref. District Agreement No. 4-2104-A5) on September 3, 2013 to (a) revise Attachment 1 of the Agreement (Scope of Work) to identify those reimbursable tasks which would be performed by SCTA and (b) revise Exhibit A (Estimate of Costs) to identify the parties’ spending limits.

7. The parties hereto also entered into Amendment No. 6 to said Agreement (Ref. District Agreement No. 4-2104-A6) on October 13, 2014, to (a) reinstate the Agreement, as it had terminated on June 30, 2014 and (b) extend the Agreement for allowing two more years for completing the right of way close-out activities on PROJECT.
8. The parties hereto also entered into Amendment No. 7 to said Agreement (Ref. District Agreement No. 4-2104-A7) on March 15, 2016, to (a) increase the Local Funds for right of way Capital and right of way Support by $883,000 and $165,000, respectively, and (b) extend the Agreement by one year for completing the remaining right of way close-out activities on PROJECT. The termination date of the Agreement was revised to June 30, 2017.

9. The parties hereto then entered into Amendment No. 8 to said Agreement (Ref. District Agreement No. 4-2104-A8) on July 14, 2017, to (a) increase the right of way Capital cost by $93,100, and (b) decrease the right of way Support cost by $93,100, thereby revising the Capital and Support costs to $8,857,790 and 1,306,900, respectively. The total for right of way Capital and for PROJECT remained unchanged. In addition, the Agreement was extended under this Amendment until June 30, 2018, for completing the remaining right of way close-out activities.

10. The term EXPIRED AGREEMENT, as used herein, includes Cooperative Agreement No. 4-2104 and all its attachments, exhibits and amendments 1 through 8.

11. A copy of EXPIRED AGREEMENT is attached and made a part of REPLACEMENT AGREEMENT (District Agreement 04-2104-A9).

12. PROJECT was not completed prior to the termination date stated in EXPIRED AGREEMENT.

13. EXPIRED AGREEMENT expired on June 30, 2018, and the terms and conditions of EXPIRED AGREEMENT are revived herein by the parties by reaffirming their rights, liabilities and obligations assumed under EXPIRED AGREEMENT, except for those terms and conditions that have been altered in REPLACEMENT AGREEMENT. It has been estimated that an extension of two years in the termination date of the EXPIRED AGREEMENT is needed for completing the remaining R/W close-out activities on PROJECT. It has also been determined that the Right of Way Support cost will need to be increased by $78,057 to adequately address the PROJECT needs. The purpose of this REPLACEMENT AGREEMENT is to (a) reinstate the EXPIRED AGREEMENT, (b) reflect the latest funding obligations as agreed upon by the parties, and (c) set the termination date of REPLACEMENT AGREEMENT as June 30, 2020.

IT IS THEREFORE MUTUALLY AGREED:

1. Except as provided below, the terms, covenants and conditions of EXPIRED AGREEMENT are herein revived by the parties by reaffirming their rights, liabilities and obligations assumed under EXPIRED AGREEMENT.

2. Exhibit A (Revised April 24, 2017) of EXPIRED AGREEMENT will be replaced by Exhibit A (Revised December 19, 2018), attached hereto and made a part of REPLACEMENT AGREEMENT. Any reference to Exhibit A in REPLACEMENT AGREEMENT will now be deemed a reference to Exhibit A (Revised December 19, 2018).

3. The termination date Article (Article 13, Section III (titled It Is Mutually Agreed) of the EXPIRED AGREEMENT), is replaced in its entirety to read as follows:

   13. Except as provided otherwise under Section III, Articles 11 and 12, this Agreement shall terminate upon completion of PROJECT RIGHT OF WAY activities described in the Agreement or no later than June 30, 2020, whichever is earlier in time, unless parties agree to an extension of time by amending this Agreement. The indemnification, environmental commitment and claims clauses, shall remain in effect until terminated or modified in writing by mutual agreement. Should any claim related to PROJECT be asserted against STATE, AUTHORITY agrees to extend the termination date
of this Agreement and to provide additional funding as required to cover AUTHORITY’s obligations or to execute a subsequent Agreement to cover those eventualities.

4. The parties also ratify and affirm their respective actions from June 30, 2018, to the date of execution of REPLACEMENT AGREEMENT.

5. The parties, empowered by California Streets and Highway Code Sections 114 & 130 to enter into REPLACEMENT AGREEMENT, have delegated to the undersigned the authority to execute it on behalf of their respective agencies and covenants to have followed all the necessary legal requirements to validly execute it.

SIGNATURES

STATE OF CALIFORNIA
Department of Transportation

By:______________________________________
Deputy District Director

SONOMA COUNTY TRANSPORTATION
AUTHORITY

By:______________________________________
Chair

Approved as to form and procedure:

________________________________________
Attorney
Department of Transportation

Certified as to funds: Approved as to form:

________________________________________
District Budget Manager

________________________________________
County Counsel
## EXHIBIT A (Revised December 19, 2018)

### ESTIMATE OF COSTS

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BOARD OF DIRECTORS MEETING  
Meeting Minutes of December 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 2:31 p.m. by Chair Carol Russell.  
Directors Present: Director Russell, City of Cloverdale, Chair; Director Gorin, Supervisor, First District, Vice Chair; Director Agrimonti, City of Sonoma; Director Coursey, City of Santa Rosa; Director Gurney, City of Sebastopol; Director Landman, City of Cotati; Director Mackenzie, City of Rohnert Park; Director Mansell, City of Healdsburg; Director Miller, City of Petaluma; Director Rabbitt, Supervisor, Second District; Director Salmon, Town of Windsor.  
Directors Absent: Director Zane, Supervisor, Third District  

2. Public comment on items not on the regular agenda  
Duane DeWitt requested a moment of silence for Patrick Scott, an individual who was killed walking to school 20 years ago.  
Mr. DeWitt spoke on the Santa Rosa Bicycle Master Plan update and its relationship to Vision Zero, adding this should be higher in priority in addressing bicycle and pedestrian safety.  
Mr. DeWitt further referenced the comments made by Director Salmon in the previous meeting regarding Sonoma County Transit’s Route 62, citing this is the only route that would transport veterans to the veteran’s clinic.  

3. Consent Calendar  
A. SCTA/RCPA Concurrent Items  
3.1. Admin – Minutes of the October 8, 2018 meeting (ACTION)*  
3.2. Admin – Resolution of Commendation for Chair Carol Russell (ACTION)*  
3.3. Admin – Resolution of Commendation for Director Chris Coursey (ACTION)*  
3.4. Admin – Resolution of Commendation for Director Brigette Mansell (ACTION)*  
3.5. Admin – FY 17/18 Annual Audits  
The consent calendar was approved unanimously, following a motion by Director Landman and a second by Vice Chair Gorin.  
Director Gurney was absent during the vote and arrived after the motion was approved by the Board of Directors.  
In regards to Items 3.2, 3.3, and 3.4, each director expressed their admiration and appreciation for the service of Chair Russell, Director Coursey, and Director Mansell.  

4. Regular Calendar  
A. RCPA Items  
4.1. RCPA Projects and Planning  
4.1.1. E-Bikes – request for proposals for marketing and outreach (ACTION)*  
Brant Arthur presented an update to the Board of Directors on the E-bike incentive program.
The E-bike incentive program is supported by BAAQMD and the grant awarded totals $250,460. The RFP presented covers marketing and outreach for the program to support two incentive periods: mid-April to May and mid-October.

Staff requested the Board of Directors to authorize the Executive Director to publish the RFP.

Chair Russell opened for public comment.

Duane DeWitt commented on the $156,000 available for the purchase of an E-bike, suggesting there should be conversion kits for those who would want to change their existing bicycle into an E-bike.

Director Miller asked which portion of the county is encompassed in this program.

Mr. Arthur responded that the grant funds are restricted within the BAAQMD district.

Director Gurney spoke the short trips residents in Sebastopol make for shopping, especially those who live in a half mile radius of the downtown area, as potential users of an E-bike.

Director Miller asked which portion of the county is encompassed in this program.

Mr. Arthur responded that the grant funds are restricted within the BAAQMD district.

Director Gurney spoke the short trips residents in Sebastopol make for shopping, especially those who live in a half mile radius of the downtown area, as potential users of an E-bike.

Director Gurney further spoke on the new bike lanes recently installed, suggesting the need for advanced work in messaging and educating potential riders how to ride bicycle in these lanes and on the roadway.

Director Agrimonti expressed concerns of the bicycle share programs in San Francisco and is interested in the information on how to legislate the use of the E-bikes.

Mr. Arthur clarified the limits of the grant, citing the program is limited to individuals purchasing an E-bike to have at their homes; private ownership as opposed to a bike share program.

Director Salmon spoke the challenge of maintenance for E-bikes if bicycle shops may not have the knowledge.

Director Mansell asked about the 10% low income goal, and advocated for an increase in this goal if possible.

Director Coursey echoed the 10% sentiment raised by Director Mansell and wondered about requirements in the grant on reporting metrics and data availability since the assumption of the grant is to reduce air pollution.

Director Landman added the need to identify a balance in the element of social justice to ensure a maximum increase of E-bikes as possible.

Director Landman moved to authorize the Executive Director to issue the RFP presented, Vice Chair Gorin seconded. The motion was unanimously approved.

4.1.2. **RCPA Activities Report** *(REPORT)*

Carolyn Glanton updated the Board of Director’s on the Advanced Energy Rebuild program led by Sonoma Clean Power. There has been an increase in the past month on applications received: 42 applications received from 30 previously, total homes increased from 125 to 137, and all electric home applications increased from 7 to 13.

In addition, the RCPA has nominated the program for the Bay Area Metro awards.

Staff will be attending the National Council for Science and the Environment Conference in January.

In regards to BayREN, the Single Family Program is currently being redesigned to a new program starting in early 2019. This new program aims to appeal to moderate income homes and will
include an online assessment tool for homeowners to learn about improving home energy efficiency.

Lastly, interviews for the Water Bill Savings Program have been conducted and is currently in process for selection.

**B. SCTA Items**

4.2. **SCTA Planning**

4.2.1. **Housing** – report on Renewal Enterprise District (RED) joint powers authority (ACTION)*

- Joint Powers Authority with Santa Rosa and County of Sonoma
- Hewlett Foundation Grant
- Amendment to Goldfarb Lipman contract for legal services

Suzanne Smith recalled the SCTA, RCPA, and Sonoma Clean Power started working with the City of Santa Rosa and the County of Sonoma to identify out how regional agencies can help in the rebuild and recovery process. The Renewal Enterprise District (RED) was born through the discussions.

David Guhin, City of Santa Rosa, and Alejandra de la Cruz, County of Sonoma, were present.

David Guhin explained the need for housing in the City of Santa Rosa and County of Sonoma, a crisis further exacerbated by the 2017 wildfires.

The price of housing has increased substantially from 2011 to 2019, with a 1-3% vacancy rate. Mr. Guhin acknowledged the culture and history of environmental protections, urban separators, and the preservation of working lands. The RED to take a regional approach on housing.

The RED was described to the Board of Directors as an anticipation to regionalize housing production, pools and leverages financing and funding, shares the risks and benefits of development, streamlines review, provides confidence in the good projects, and places equity, affordability, and climate solutions in the center of the local economic strategy.

Angelica de la Cruz spoke on the purpose and goals of the Joint Powers Authority and described the project parameters.

The JPA governing board was illustrated and described to ensure how this pilot program will be functional.

The goal is to seek additional financial sources for these projects, such as the recent $1 million grant provided by the Hewlett Foundation and possible SB-2 funding.

Ms. Smith added the idea for the RED would first include the City of Santa Rosa and County of Sonoma for the pilot period, then after two years provide an opportunity for the other jurisdictions to join.

Director Coursey expressed appreciation for the work done on this and explained the significance of this idea.

Director Coursey emphasized the RED is not the land use authority, or a group that will change land use. The RED, however, places the power of the City and County to create something that can be bigger than the whole of the two.

Chair Russel opened for public comment.

Duane DeWitt expressed caution on the JPA, citing the Roseland redevelopment project in the 1984
and the Project Area Committee for the Southwest Santa Rosa redevelopment in the 2000s. Mr. DeWitt urged for the public’s attention and to include public participation, especially when discussing development, i.e. transit oriented development.

Director Mackenzie highlighted the work being done with MTC/ABAG on the through CASA, The Community to House the Bay Area.

Director Mansell requested staff to continue updating the Board and urged to ensure the individuals involved are well informed, have a historical background in the type of work, and a connection to the SCTA Board of Directors.

Vice Chair Gorin added the RED could be a vehicle for exploration that has no funding yet and further expressed the need for Santa Rosa to build housing.

Director Rabbitt added the RED is another tool in the toolbox to be used exactly how it can be crafted to be used and provided commentary on the CASA compacts and the radical changes to housing to acknowledge protection, preservation, and production.

Director Rabbitt noted that it is cheaper to build in New York City than in Sonoma County in terms of square footage.

Director Landman expressed support for the JPA as a good structure to begin with. In regards to the fiscal impacts, Director Landman asked to what degree of staff support, time and resources, would be required.

Ms. Smith responded, from the SCTA/RCPA perspective, staff time would be primarily used by the Executive Director, with some support from Chris Barney and Janet Spilman. The role to date has been more about facilitating and bring the regional perspective to a jurisdictional discussion, especially since housing elements have been increasingly connected to the transportation sector.

Director Landman further asked what impact on regional funding would this money have, in terms of availability, and if it competes, or is inventing new pots of funding.

Ms. Smith responded this would be a little bit of both and could provide an opportunity to compete for other funding grants.

Director Mackenzie responded on the linkage of transportation dollars to housing and jobs and suggested the Board of Directors taking action on this item this afternoon; in so doing would place Sonoma County in a favorable situation.

Director Gurney expressed agreement with all comments and supported the inclusion of two year terms on when more cities will be included.

Director Miller acknowledged the need for conversations around housing to be discussed in this body, especially given the connection to transportation and the environment.

Director Salmon recalled the initial stages of the formation of the RCPA via the connection of housing and land use policies and the environment.

Chair Russell emphasized the importance of not offending the smaller cities, that all cities in Sonoma County share voters and tax payers and further provided commentary on the use of language that influences the public thought.

Director Miller moved to authorize continue participation by SCTA/RCPA staff and to approve the amendment to Agreement No. SCTA18018-A2 with Goldfarb Lipman for legal services, Director
Mansell seconded. The motion was unanimously approved.

4.2.2. **Funding** – Regional Traffic Mitigation Fee (REPORT)*

Janet Spilman spoke on the Regional Mitigation Fee and recalled the historical background on this topic.

Staff recognized the need to review the existing agreements with the Cities of Cotati and Rohnert Park and the County of Sonoma to discuss potential options moving forward with the funding received via the mitigation fee.

A working group was assemble and it was accepted that:

- The Highway 101 widening has improved traffic in Penngrove;
- A list of projects and a set of criteria was developed for project selection that meet the requirements of the original agreement; and
- The City of Rohnert Park considering an additional regional traffic mitigation fee program.

The recommended action of the Board to accept the list of projects presented to move forward on funding of the projects.

Director Landman expressed support of the projects presented.

Director Mackenzie commented on the possibilities of mitigation fees for the county and supported the list of projects presented.

Director Rabbitt noted the appreciation of the regional traffic approach.

Director Mackenzie moved to accept the projects presented, Director Rabbitt seconded. The motion was approved unanimously.

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

Janet Spilman referenced Item 5.4. The agendas for the advisory committees – Countywide Bicycle and Pedestrian Advisory Committee, Transit Paratransit Coordinating Committee, Planning Advisory Committee, and Transit-Technical Advisory Committee – are provided for the Director’s interest.

These committees are staffed by planning staff and provides an opportunity to meet and have discussions with the city staff on these topics.

Ms. Spilman further added that SCTA has also taken on regional roles, such as Chris Barney chairing the Regional Model Working Group.

4.3. **SCTA Projects and Programming**

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

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

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

On schedule to list the project by the end of the calendar year. A series of agreements are currently being routed for signatures for utility work.

This will be the final Sonoma County project for the Highway 101 widening project, expected to open the third lane by the end of 2022.
Project 11: MSN – B2 Phase 2 – Sonoma Median Widening:

Caltrans will shift northbound traffic to a new alignment on December 14\textsuperscript{th}, weather dependent. Construction is ongoing with staging coordination with MSN B3 to open carpool lanes in 2019.

Trees will also be removed in 2019 to facilitate soundwall construction between Highway 116 and E. Washington off ramp. The replanting will be a follow up project.

Project 12: State Route 37 Corridor Protection and Enhancement Project:

SCTA is now hosting the policy committees and the tentative schedule was included in the highway report handout.

The policy committee recently discussed the Regional Measure 3 funding plan.

Director Miller asked about the replanting of the trees as a follow up project and wondered the timeline associated with the follow up.

Mr. Cameron responded initial replanting has already occurred at the Petaluma Blvd S. interchange and at Lakeville Highway. The remaining planting projects are currently unfunded, but will likely be delivered toward the end of the sales tax measure in 2024.

C. SCTA/RCPA Items

4.4. Admin – 2019 Legislative Principles and professional services agreement with Dunn Consulting for advocacy in Sacramento (ACTION)*

Suzanne Smith recalled each year the Board of Directors is asked to consider legislative principles for general guidance to Staff on policies at the state and federal levels.

Minor additions to the RCPA legislative principles include pre-disaster planning, funding opportunities, and the discussions on adaptation.

Aleka Seville provided context on the legislative principles, referring to the Natural Climate Assessment, Vol. II. Ms. Seville supported the need to continue regional discussions on climate adaptation.

4.5. Community Affairs Report – (REPORT)*

Brant Arthur began this report with the announcement of the first electric bus that began service in the City of Sebastopol.

Proposition 6 was defeated in November, thus ensuring the final phase of the Highway 101 project will be completed.

Mr. Arthur also promoted the Zipcar Car Share program as the holiday season arrives.

5. Reports and Announcements

5.1. Executive Committee report

The Executive Committee did not meet prior to the December meeting.

5.2. Regional agency Report

MTC:

Director Mackenzie spoke on the climate conference in Poland and the unveiling of the electric bus in Sebastopol.

SMART:

Chair Russell announced SMART is expecting the one millionth passenger this coming week.

5.3. Advisory Committee agendas*

Included in the agenda packet.
5.4. SCTA/RCPA staff report
The next SCTA/RCPA Board of Director’s meeting will be held on February 4th at the new SCTA/RCPA office.

5.5. Announcements
Director Gurney announced the arrival of the new electric bus serving the City of Sebastopol and expressed many thanks to Executive Director Suzanne Smith, Brant Arthur, and Director Jake Mackenzie for their attendance.

6. Adjourn
Meeting adjourned at 5:26 p.m.
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<th>SCTA / RCPA</th>
<th>TAC</th>
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<th>CBPAC</th>
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**MEETING LOCATION**

SCTA/RCPA Conference Room, 411 King Street, Santa Rosa, CA 95404

*This is rescheduled from its regular date due to a County holiday.

**This is rescheduled from its regular date due to holidays.

SCTA/RCPA: Sonoma County Transportation Authority / Sonoma County Regional Climate Protection Authority Board of Directors Committee
TAC: SCTA Technical Advisory Committee
CAC: SCTA Citizens Advisory Committee
TPCC: SCTA Transit Paratransit Coordinating Committee
CBPAC: SCTA Countywide Bicycle Pedestrian Advisory Committee
TTAC: SCTA Transit Technical Advisory Committee
PAC: SCTA Planning Advisory Committee
RCPACC: Regional Climate Protection Authority Coordination Committee
RCPA CAAC: Regional Climate Protection Authority Climate Action Advisory Committee

Please note that some meeting dates may have been changed from their regularly scheduled dates due to holidays. Dates also change due to unforeseen circumstances. Changes will be noticed on meeting agendas in advance.
Staff Report

To: SCTA/RCPA Board of Directors

From: Suzanne Smith, Executive Director

Item: 4.1 – Election of Officers 2019

Date: February 4, 2019

Issue:

Who shall serve as the 2019 officers of the SCTA/RCPA?

Background:

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

- In 2018 the Chair was Carol Russell, City of Cloverdale; Vice Chair was Susan Gorin, BOS
- In 2017 the Chair was David Rabbitt, BOS; Vice Chair was Carol Russell, City of Cloverdale
- In 2016 the Chair was David Rabbitt, BOS; Vice Chair was Carol Russell, City of Cloverdale
- In 2015 the Chair was Sarah Gurney, Sebastopol; Vice Chair was David Rabbitt, BOS
- In 2014 the Chair was Sarah Gurney, Sebastopol; Vice Chair was David Rabbitt, BOS
- In 2013 the Chair was Mike McGuire, BOS; Vice Chair was Sarah Gurney, Sebastopol
- In 2012 the Chair was Valerie Brown, BOS; Vice Chair was Sarah Gurney, Sebastopol

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

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

Policy/Fiscal Impacts:

Not applicable.

Staff Recommendation:

Accept nominations for and elect officers to serve as Chair, Vice Chair and the Executive Committee for 2019. No resolution is required although an action must be recorded in the meeting minutes.
Staff Report

To: Sonoma County Transportation Authority

From: Janet Spilman, Director of Planning & Public Outreach

Item: 4.2 – SCTA/RCPA Annual Report

Date: February 4, 2019

Issue:
Shall the Board approve the SCTA/RCPA Annual Report for fiscal year 2017/2018?

Background:
Every year the SCTA/RCPA produces a report of agency activities from the previous fiscal year. This Annual Report provides information on activities, programming and financial information for fiscal year 2017/2018.


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

Fiscal Impacts:
No fiscal impacts.

Staff Recommendation:
Staff recommends that the Board approve the fiscal year 2017/2018 SCTA/RCPA Annual Report.
Staff Report

To:       SCTA/RCPA Board of Directors

From:     Suzanne Smith, Executive Director

Item:  4.3 - Financial Reporting – FY2018-19 Q2

Date:     February 4, 2019

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 December 31, 2018?

Background:
The Board approved Final 2018-19 Budgets in October of this year for SCTA, RCPA, and Measure M in order for operations to continue.

This staff report provides a status on operations for each of the budgets as of December 31, 2018. Budget-to-actual comparisons shown on the tables in the following pages reflect actual transactions through the second quarter of the fiscal year. Below is a brief summary of activities:

- **SCTA Budget to Actual 2018-19 Q2**
  - Revenues are budgeted at $2,150,693 for the fiscal year. The SCTA has received a total of $323,186: $22,618 State PPM, $9,097 Federal MTC Car Share, $15,182 Regional for MTC Carpool, $246,542 Local City/County Contributions, $28,550 intergovernmental for HOV Lane Violation Fines, and $1,197 in investment income.
  - Expenditures are budgeted at $2,157,228 for the fiscal year. The SCTA has expended a total of $888,873: $1,014,459 in Salaries and Benefits, and $82,375 in Outside Contract Services, $138,708 in Operational Expenses, and ($346,669) in reimbursement of interagency transfers of staff time across programs.

- **RCPA Budget to Actual 2018-19 Q2**
  - Revenues are budgeted at $1,788,701 for the fiscal year. The RCPA has received a total of $888,873: $1,014,459 in Salaries and Benefits, and $82,375 in Outside Contract Services, $138,708 in Operational Expenses, and ($346,669) in reimbursement of interagency transfers of staff time across programs.
  - Expenditures are budgeted at $1,605,205 for the fiscal year. The RCPA has expended a total of $440,292: $210,716 in Interagency Staff Time, and $183,953 in Outside Contract Services, and $45,623 in Operational Expenses.

- **Measure M Budget to Actual 2018-19 Q2**
- Revenues were budgeted at $27,396,394 for the fiscal year. The Measure M Programs have received $10,032,499: $9,777,892 in Sales Tax revenues, $2,659 from the Federal government, and $251,948 in investment income.

- Expenditures were budgeted at $44,194,362 for the fiscal year. Measure M Programs has expended a total of $5,155,459: $118,991 in Interagency Staff Time, $1,090,156 in Consultant costs, and $3,872,084 in Contributions to Other Governments: Caltrans and Sonoma County Bicycle Coalition, and $74,227 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 12/31/2018

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<th>Description</th>
<th>2018-19 Final Budget</th>
<th>Actuals Yr To Date</th>
<th>Remaining Balance</th>
<th>% Remaining Balance</th>
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<td><strong>Revenues Total</strong></td>
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<td><strong>Expenditures Total</strong></td>
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# RCPA FY2018-19 Budget to Actual as of 12/31/2018

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<td><strong>$480,132</strong></td>
<td><strong>$1,308,569</strong></td>
<td><strong>73.16%</strong></td>
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<tr>
<td>Expenditures</td>
<td></td>
<td></td>
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<tr>
<td>Interagency SCTA Staff Time</td>
<td>$725,000</td>
<td>$210,716</td>
<td>514,284</td>
<td>70.94%</td>
</tr>
<tr>
<td>Outside Contracts/Services</td>
<td>756,905</td>
<td>183,953</td>
<td>572,952</td>
<td>75.70%</td>
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<tr>
<td>Operational Expenditures</td>
<td>123,300</td>
<td>45,623</td>
<td>77,677</td>
<td>63.00%</td>
</tr>
<tr>
<td><strong>Expenditures Total</strong></td>
<td><strong>$1,605,205</strong></td>
<td><strong>$440,292</strong></td>
<td><strong>$1,164,913</strong></td>
<td><strong>72.57%</strong></td>
</tr>
<tr>
<td><strong>Revenues Less Expenditures</strong></td>
<td><strong>183,496</strong></td>
<td><strong>39,840</strong></td>
<td><strong>143,656</strong></td>
<td></td>
</tr>
<tr>
<td>Starting Fund Balance</td>
<td>153,793</td>
<td>153,793</td>
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</tr>
<tr>
<td>Adjustment</td>
<td>-</td>
<td>(13,387)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Ending Fund Balance</strong></td>
<td><strong>$337,289</strong></td>
<td><strong>$180,246</strong></td>
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</tr>
</tbody>
</table>
## Measure M FY2018-19 BUDGET TO ACTUAL AS OF 12/31/2018

<table>
<thead>
<tr>
<th>Description</th>
<th>2018-19 Final Budget</th>
<th>Actuals Yr To Date</th>
<th>Remaining Balance</th>
<th>% Remaining Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Tax Revenue</td>
<td>$25,866,505</td>
<td>$9,777,892</td>
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<td>Intergovernmental Revenues</td>
<td>1,150,000</td>
<td>2,659</td>
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<tr>
<td>Miscellaneous Revenues</td>
<td>500</td>
<td>-</td>
<td>500</td>
<td>100.00%</td>
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<tr>
<td>Investment Income</td>
<td>379,389</td>
<td>251,948</td>
<td>127,441</td>
<td>33.59%</td>
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<td><strong>Revenues Total</strong></td>
<td>$27,396,394</td>
<td>$10,032,499</td>
<td>$17,363,895</td>
<td>63.38%</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interagency SCTA Staff Time</td>
<td>315,000</td>
<td>118,991</td>
<td>196,009</td>
<td>62.22%</td>
</tr>
<tr>
<td>Outside Contract Services</td>
<td>4,230,000</td>
<td>1,090,156</td>
<td>3,139,844</td>
<td>74.23%</td>
</tr>
<tr>
<td>Contributions to Other Gov'ts</td>
<td>30,142,479</td>
<td>3,872,084</td>
<td>26,270,395</td>
<td>87.15%</td>
</tr>
<tr>
<td>Operational Expenditures</td>
<td>9,506,883</td>
<td>74,227</td>
<td>9,432,656</td>
<td>99.22%</td>
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<tr>
<td><strong>Expenditures Total</strong></td>
<td>$44,194,362</td>
<td>$5,155,459</td>
<td>$39,038,903</td>
<td>88.33%</td>
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<tr>
<td><strong>Revenues Less Expenditures</strong></td>
<td>$(16,797,968)</td>
<td>4,877,040</td>
<td>(21,675,008)</td>
<td>88.33%</td>
</tr>
<tr>
<td>Starting Fund Balance</td>
<td>65,896,556</td>
<td>65,896,556</td>
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<td></td>
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<tr>
<td><strong>Ending Fund Balance</strong></td>
<td>$49,098,588</td>
<td>$70,773,596</td>
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</table>
Staff Report

To: SCTA/RCPA Board of Directors
From: Brant Arthur, Community Affairs Specialist
Item: 4.4 – Community Affairs Report
Date: February 4, 2019

News

Climate Action Advisory Committee (CAAC)

The CAAC met on January 11, 2019, to discuss the next steps for launching a platform promoting household climate actions in partnership with Community Climate Solutions and the Bay Area Air Quality Management District. Committee members assisted with creating an outreach plan for the new site and will help beta test the platform ahead of a planned launch on Earth Day (April 22, 2019).

Attendees also heard a presentation from Erin Cooke, Sustainability and Environmental Policy Director for SFO, on efforts to decarbonize air travel. A few key takeaways from her presentation include:

- SFO will be banning all single use plastic (so no more bottled water);
- 25% of aircraft emissions come from takeoff and landing (so direct flights may have lower emissions compared to multi-leg flights);
- 11% of SFO’s emissions from ground and air transportation come from the rental cars used by visitors; and
- Over 70% of SFO travelers use Transportation Network Companies (like Lyft and Uber) to get to the airport.

Meeting notes and materials are now online: https://rcpa.ca.gov/meetings-and-events/

Changes to Transportation Laws and Transit Operations for 2019

The New Year brings a number of changes to California transportation law and transit operations for agencies in Sonoma County. Among these changes:

- On January 1, 2019, the first of three $1 toll increases took effect on the Bay Area’s seven state-owned toll bridges. The increases were approved last year through state Senate Bill 595 and confirmed by voters through Regional Measure 3 in June 2018. Additional $1 increases will go into effect on January 1, 2022, and on January 1, 2025.
- Anyone under age 18 riding a bicycle, scooter, or skateboard is required to wear a helmet.
- Motorized scooters are no longer allowed on a highway with a speed limit greater than 25 miles per hour (unless on an appropriate bike lane).
- Sonoma County Transit schedules were revised on December 9, 2018, with the next update coming in March 2019.
- Golden Gate ferries and buses in the North Bay are part of a multi-agency plan to offer low-income residents a 20% discount. The discounts were approved in May 2018 but might not take effect until November 2019.
- Green and white decals allowing low or zero-emission vehicles to access high-occupancy vehicle lanes expired on January 1, 2019. The DMW is now offering new purple and red decals for super ultra-low emission vehicles: https://www.dmv.ca.gov/portal/dmy/?1dmy&uri=welcome:dmv_content_en/dmv/vr/decal

Bay Area Air Quality Management District (BAAQMD) investing in EV research

BAAQMD is inviting proposals for survey and research services to better understand the sentiments of Bay Area consumers, property owners, fleet managers, and dealerships regarding EVs and EV charging infrastructure. The desire is to study consumer sentiments regarding light-duty EVs, including the views of consumers representing socioeconomic and geographic diversity as well as consumers at different levels of interest and knowledge in new technologies. Applications are due on February 1, 2019. For more information, visit: https://bit.ly/2LWFuhj

Climate Change in the American Mind: December 2018 Survey Results

A large majority of Americans now think global warming is happening, outnumbering those who don’t by more than 5 to 1, according to a nationally representative survey conducted by the Yale Program on Climate Change Communication and the George Mason University Center for Climate Change Communication.
The latest update to the national survey shows a record high of 72% of Americans say the issue of global warming is personally important to them, up 9% since March 2018. Sixty-two percent of the public now understands that global warming is caused mostly by human activities, an increase of 10 points over that same time period.

Americans are also growing more certain that global warming is happening and more aware that it is caused by human activities. Certainty has increased 14% since March 2015, with 51% of the public now “extremely” or “very sure” that global warming is happening. For the full report, visit: http://climatecommunication.yale.edu/publications/climate-change-in-the-american-mind-december-2018/

**Upcoming Events**

- 1/26/19 – Gardening for a Healthy Climate, 11am-12pm, Sebastopol, http://learnsonomacounty.com/classes/7923/gardening-for-a-healthy-climate/
- 1/31/19 – Is it too late? Climate scientist Carl Mears will discuss, 6:30-8:30PM, Santa Rosa, https://www.facebook.com/events/299457804248336/

**Partner news**

**Clear The Air Film Fest contest for youth**

Breathe California Golden Gate is holding the 8th annual Clear The Air Film Fest contest for youth. The “Spare the Air” category is sponsored by the Bay Area Air Quality Management District. Films and PSAs entered in the contest must highlight topics such as the effects of air pollution, indoor air quality, climate change, and protecting the environment. Breathe California will award over $3,000 in cash prizes to the winners. The submission deadline is February 18, 2019 at 5:00 pm PDT. For more information visit: https://www.cleartheairfilmfest.org/

**SMART reaches 1 million passenger mark**

The Bay Area’s newest transit system reached 1 million passengers on January 17, 2019; achieving a major milestone in just over a year of service. SMART began operating just over a year ago on August 25, 2017 and is slated to open its Larkspur extension later this year. Work
is also underway on two new stations in Larkspur and in downtown Novato. SMART is also working on extending further north to Windsor by the end of 2021.

MTC Summer High School Internships

Applications now open for high school students in all nine Bay Area counties. MTC connects interns with public transit agencies, city planning departments and public works agencies throughout the region. For more information, visit: https://jobs.mtc.ca.gov/internships

Social media / Community outreach

SCTA Facebook:
- 520 page likes
- 321 people reached in the last month
- 56 post engagements in the last month

RCPA Facebook:
- 567 page likes
- 310 people reached in the last month
- 63 post engagements in the last month

CA37 Facebook:
- 571 page likes
- 611 people reached in the last month
- 157 post engagements in the last month

Newsletter:
- Monthly newsletters for SCTA and RCPA were sent December 5, 2018
- The SCTA newsletter was sent to 320 recipients with a 29% open and 7% click rate
- The RCPA newsletter was sent to 233 recipients with a 36% open and 6% click rate

Other notes:
- SCTA website is averaging 88 visits/day
- RCPA website is averaging 63 visits/day
- Top SCTA webpages are the Homepage, Highway 37, and Working with SCTA.
- Top RCPA webpages are the Homepage, CA2020, Staff, and GHG Inventory.
- Twitter has relatively low public interest (SCTA 98 followers, RCPA 134 and SR37 24)
Relevant news

Healdsburg becomes second Sonoma County city to operate on 100 percent renewable power
The Press Democrat – December 26, 2018

Legal battle over new San Francisco Bay Area bridge toll hikes could stall region’s transit projects
The North Bay Business Journal – December 26, 2018

Realizing a Potent Vision for Community-Scale Climate Action
Sonoma County Gazette – January 2, 2019
https://www.sonomacountygazette.com/sonoma-county-news/realizing-a-vision-for-community-scale-climate-action

Sonoma County Airport Long-Term Parking Now Features Electric Vehicle Charging Stations
Sonoma County Gazette – January 2, 2019
https://www.sonomacountygazette.com/sonoma-county-news/sonoma-county-airport-long-term-electric-vehicle-charging-stations

PG&E May Be the Business World’s Biggest Climate-Change Casualty Yet
Bloomberg – January 15, 2019

SMART selects new board chair, eyes expansion in 2019
The Press Democrat – January 17, 2019

SMART hits 1 million passenger milestone as expansion work continues
Marin Independent Journal – January 18, 2019

New bill seeks cheaper, quicker path for California road projects
Argus Courier – January 18, 2019

National School Climate Center study highlights school culture improvement efforts
Education Drive – January 18, 2019

State denies Lakeville Highway barrier
Sonoma Index-Tribune – January 21, 2019
SCTA/RCPA Chair Carol Russell, along with Directors Chris Coursey and Brigette Mansell received resolutions of commendation for their service on December 10, 2018.

Sonoma County Transit's Route 24 in Sebastopol kicked off service as Sonoma County’s first electric bus on December 10, 2018.
Staff Report
To: RCPA Board of Directors
From: Aleka Seville, Director of Climate Programs
Item: 4.5.1 – BayREN 2019 Agreements (ACTION)*
Date: February 4, 2019

Issue:
Shall the Board authorize staff to execute the Bay Area Regional Energy Network (BayREN) program funding agreements between RCPA and the Association of Bay Area Governments (ABAG), Frontier Energy, Inc. DBA Bevilacqua-Knight, Inc, and the Sonoma County Energy & Sustainability Division (ES Division) for the implementation of BayREN programs?

Background:
The Bay Area Energy Network (BayREN) is a collaboration of the nine counties of the Bay Area created to administer energy efficiency programs funded by the California Public Utilities Commission (CPUC). BayREN programs are administered by ABAG in partnership with the RCPA and similar county agencies from the region. The RCPA represents the communities of Sonoma County in the implementation of BayREN programs, which are administered by ABAG.

The following agreements and amendment will enable RCPA to successfully implement the activities outlined in our Sonoma County scope of work for all BayREN programs:

ABAG Funding Agreement with RCPA – RCPA Contract Number: RCPA19007

The CPUC currently authorizes program budgets annually on a calendar year so ABAG must update the agreement for local program implementers each year to reflect the current approved budget. Funding for BayREN is passed to ABAG through PG&E. This agreement with ABAG is necessary to deliver BayREN programs in 2019.

RCPA staff has been informed by PG&E representatives that at this time they do not anticipate the funding source that supports the BayREN programs to be impacted by a bankruptcy or restructuring. The funds are derived from the public goods charge and thus separate from other revenue streams that could be impacted.

Agreement for Professional Services between RCPA and the Sonoma County Department of General Services Energy and Sustainability Division – RCPA Contract Number: RCPA19008

BayREN programs administered in Sonoma County include the Single Family and Multifamily programs, Codes and Standards, Commercial PACE, Green Labeling and the Water Bill Savings Program (formerly Pay As You Save). The Sonoma County Energy and Sustainability Division is part of the General Services Department and is responsible for planning, evaluating and administering the County-wide Energy Management and Sustainability Program. The ES Division provides services to Sonoma County residents and businesses that increase energy and water efficiency through education and outreach, training, and technical assistance. The ES Division has partnered with RCPA in past years to help implement the Windsor Pay As You Save (PAYS) Program. In order to meet our County-wide greenhouse gas (GHG) reduction goals, RCPA is identifying...
opportunities to increase the impact of our current energy efficiency and to build capacity to expand these programs in future years. By partnering with the ES Division on all of our BayREN programs, we will increase our capacity to carry out our County-wide scope of work and will leverage opportunities to build on the work already being performed by ES Division staff to increase energy and water efficiency through other programs and grant opportunities. The budget and scope of this agreement reflects this expanded partnership.

**Second Amendment to Agreement for Consultant Services with Frontier Energy – RCPA Contract Number: RCPA18007-A2**

Sonoma County is the lead agency for the Water Bill Savings Program and is tasked with designing and implementing a regional Water Bill Savings Program for the nine-county Bay Area. Subcontracting with Frontier Energy is necessary for both the design and implementation of the Water Bill Savings Program. The budget and scope of work for 2019 amendment have been increased and expanded to ensure the regional program launch is successful.

**Policy Impacts:**

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

**Fiscal Impacts:**

**ABAG Funding Agreement with RCPA – RCPA Contract Number: RCPA19007**

This agreement adds $1,024,776.00 to the RCPA budget for calendar year 2019

**Agreement for Professional Services between RCPA and the Sonoma County Department of General Services Energy and Sustainability Division – RCPA Contract Number: RCPA19008**

This agreement adds a total of $95,969 in consulting costs for the BayREN Single Family, Multifamily, Green Labeling, Commercial, Codes and Standards and Water Bill Savings Program for calendar year 2019.

**Second Amendment to Agreement for Consultant Services with Frontier Energy – RCPA Contract Number: RCPA18007-A2**

This amendment adds $400,000 in consulting costs for the Water Bill Savings Program for calendar year 2019.

**Staff Recommendation:**

In order to implement BayREN program staff recommends that the Board authorize staff to execute:

- Agreement RCPA190007 with ABAG
- Agreement RCPA190008 with the County of Sonoma, ES Division
- Amendment No. 2 to agreement RCPA18007 with Frontier Energy.
FUNDING AND IMPLEMENTATION AGREEMENT FOR 2019
- BAYREN PROGRAM IMPLEMENTATION PLAN-
ASSOCIATION OF BAY AREA GOVERNMENTS AND REGIONAL CLIMATE PROTECTION AUTHORITY
(RCPA) ON BEHALF OF SONOMA COUNTY

A. Parties. The parties to this Agreement (Agreement) are the Association of Bay Area Governments (ABAG), whose address is 375 Beale Street, Suite 700, San Francisco, CA 94105, and the Regional Climate Protection Authority (RCPA), on behalf of Sonoma County, whose address is 411 King Street, Santa Rosa, CA 95404.

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

C. CPUC Decision. On October 28, 2016 the California Public Utilities Commission (CPUC) issued D.15-10-028 (2016 Decision) approving, among other things, budget to fund implementation of activities through 2025. The budget was reaffirmed by the CPUC in D.18-05-041, issued on June 5, 2018. These Decision also directed Pacific Gas & Electric Company (PG&E) to enter into an annual contract with ABAG to provide funding for the activities identified in the existing and revised BayREN Program Implementation Plans (PIP).

1. Definitions.
(a) ‘Assigned 2019 Scope of Work (SOW)’ means the tasks and requirements of the PIP that are initially assigned to RCPA in this Agreement as it may be modified from time to time under this Agreement.
(b) ‘2019 Allocated Budget’ means the funds available under the Agreement that are initially allocated to RCPA in this Agreement for implementing the Assigned 2019 SOW as it may be modified from time to time under this Agreement.
(c) ‘Incentives’ means the funds available to pay property owners or contractors upon successful completion of an approved energy efficiency project that meets the requirements of the PIP.
(d) ‘Revolving Loans’ means funds available as loans to property owners to be used to pay for approved energy efficiency retrofits, and then repaid to ABAG to make subsequent loans pursuant to the PIP.

2. PIP Implementation. All Members, including RCPA, agree that the primary purpose of this Agreement is to successfully implement the PIP that the coordinated and collaborative process set forth in the Restated and Revised MOU, executed by all BayREN Members in 2015, is the agreed upon means for the Members to do so and that strategic management of the implementation is a critical part of the approach.

(a) The Members, including RCPA, have agreed on the initial overall assignment of tasks and requirements of the PIP, and the allocation of the associated funding, to individual Members including RCPA, set forth in Attachment 1 for 2019.

(b) The Members, including RCPA, have agreed on the initial assignment of tasks and requirements for individual programs in all the 2019 SOWs, and the allocation of the associated funding, to individual Members. RCPA has been assigned tasks, requirements and budgets for a particular program. An attachment describing the corresponding scope of work and budget is attached to this Agreement and numbered as follows:
(1) Single Family Scope of Work and Budget, Attachment 1A for 2019
(2) Multifamily Scope of Work and Budget, Attachment 1B for 2019
(3) Codes and Standards Scope of Work and Budget, Attachment 1C for 2019
(4) Commercial Scope of Work and Budget, Attachment 1D for 2019
(5) Water Bill Savings Program Scope of Work and Budget, Attachment 1E for 2019
(6) Green Labeling Program Scope of Work and Budget, Attachment 1F for 2019

(c) The maximum hourly rates for each labor category for RCPA’s employees performing under this Agreement are set forth in Attachment 2 for 2019. RCPA may invoice for the actual employee hours expended in performing under this Agreement at an hourly rate up to the maximum rate.

(d) RCPA acknowledges that:
(1) Other Members, except ABAG, are third party beneficiaries of this Agreement;
(2) ABAG and each of the other Members will enter into an agreement comparable to this Agreement whereby each other Member, including ABAG, will accept the initial assignment of
tasks and requirements of the 2019 PIP and the associated allocation of funding set forth in Attachment 1 for 2019 and Attachment 1A through Attachment 1F, if any, and

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

3. Maximum Budget and Allocated Budget.  
(a) The initial Allocated 2019 Budget for RCPA is one million, twenty-four thousand, seven hundred seventy-six dollars ($1,024,776) as described in Attachment 1.

(b) Draws on Incentives, Guarantees and Revolving Loans funds are not included in the Maximum or Allocated Budget.

(a) Pursuant to contract for services dated May 30, 2017, the Metropolitan Transportation Commission (MTC), will reimburse RCPA based on time expended in implementing the 2019 SOWs. The amount of the reimbursement will be based on the invoices submitted by RCPA. RCPA will not charge, and MTC will not pay, any additional sums for work performed, except for allowed reimbursable costs.

(b) RCPA will be paid in arrears, based upon invoices submitted by RCPA to MTC. RCPA will submit invoices for payment no more frequently than once monthly. MTC will promptly review RCPA’s invoices, approve or disapprove them for payment and submit approved invoices to PG&E. MTC will pay RCPA within ten (10) working days after receipt of payment from PG&E. Each invoice shall specify the hourly rates for the individuals, or categories of individuals, as the case may be, that are listed in Attachment 2 for 2019. The invoice will separately itemize reimbursable costs and other allowable charges with supporting documentation attached.

5. Assurances and Warranties Regarding Implementation of PIP. RCPA acknowledges that under the 2019 Funding Agreement, ABAG provided PG&E certain assurances and warranties regarding implementation of the PIP and that such assurance and warranties rest upon the actions of individual Members’ implementation of their assigned tasks and requirements. RCPA acknowledges that ABAG entered into the 2019 Funding Agreement and this Agreement and that each of the Members entered into an agreement comparable to this Agreement in reliance on RCPA’s representations and warranties.

(a) RCPA represents and warrants to each of the other Members, including ABAG, that it will implement, or cause to be implemented, the 2019 SOWs in conformity with the Decision and all applicable Federal, State (CPUC), and local statutes, regulations and administrative decisions, rulings and guidelines.

(b) RCPA warrants to each of the other Members, including ABAG, that it will implement, or cause to be implemented, the 2019 SOW with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the 2019 SOW is implemented.
so as to ensure that the services performed are correct and appropriate for the purposes contemplated in this Agreement and related specifications.

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

7. **Indemnification.** All Members, including RCPA, acknowledge that under the 2019 Funding Agreement ABAG has agreed, on behalf of the Members, to indemnify, hold harmless and defend the CPUC and PG&E. In recognition of this obligation, RCPA shall indemnify, hold harmless and defend ABAG, the CPUC, PG&E and their respective members, affiliates, subsidiaries, parent company, commissioners, officers, managers, directors, agents, and employees (for the purposes of this section only, Indemnitees), from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any:
   (a) injury to or death of persons
   (b) injury to property;
   (c) violation of local, state, or federal common law, statute or regulation, including but not limited to environmental laws or regulations;
   (d) strict liability imposed by any law or regulation;

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

8. **Termination.** This Agreement will terminate effective December 31, 2019 or the date the 2019 Funding Agreement is terminated, whichever occurs earlier.

9. **Records/Audit.** RCPA shall keep complete and accurate books and records of all financial aspects of its relationship with MTC in accordance with generally-accepted accounting principles. RCPA shall permit authorized representatives of MTC and/or PG&E or the CPUC to inspect, copy, and audit all data and records of RCPA relating to its performance of services under this
Agreement. RCPA shall maintain all such data and records in accordance with the requirement of the 2019 Funding Agreement.

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

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

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

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

RCPA

Dated: _______________________   __________________________________

Suzanne Smith
Executive Director

Approved as to form:

________________________________________

Association of Bay Area Governments

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

Approved as to form: 

____________________________  
Adrienne D. Weil  
Metropolitan Transportation Commission  
General Counsel 

J:\CONTRACT\Contracts-New\CON 18-19\ABAG\Energy\BayREN\Calendar Year 2019\RCPA\FundingAgreement_RCPA_BayREN Implementation 2019 Final.docx
## ATTACHMENT 1 for 2019

**RCPA, on behalf of Sonoma County**

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<thead>
<tr>
<th>RCPA for 2019- Attachment 1</th>
<th>2019</th>
<th>Not-to-Exceed Budget</th>
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<tr>
<td>Administration</td>
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<td>$ 14,000.00</td>
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<tr>
<td>Marketing</td>
<td>$ 63,969.00</td>
<td>$ 63,969.00</td>
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<tr>
<td>Implementation</td>
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<tr>
<td>Incentives</td>
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ATTACHMENT 1A for 2019
Sonoma County
Scope of Work
BayREN Single Family Program
Budget NTE: $77,969

The BayREN Counties will provide services in their jurisdictions to support the BayREN Single Family program. These tasks include local outreach to single family residents (homeowners and renters); contractor recruitment, support and engagement and coordination with the BayREN Single Family Committee and Coordinating Circle. The total budget for Sonoma County is $77,969. Tasks below are based on local budget and capacity to deliver services. The total budget for RCPA is $77,969.

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

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

**Purpose:** Support the Single Family program at the County level

**Role Accountabilities:**

- Providing program support and information to potential and participating contractors active within the County
- Organizing five (5) realtor networking event to promote the BayREN Single Family Program and one (1) local contractor roundtable or networking event
- Establishing one (1) partnership with a local organization to promote the Program
- Conduct two (2) direct mail campaigns and obtain one (1) mortgage, refinance, or similar mailing list
- Organize two (2) homeowner workshops to promote Home Upgrade and Participating Contractors
- Coordinate one (1) presentations to homeowner community groups, organizations, and/or employers
- Identifying one (1) homeowner case study and presenting it to the Coordinating Circle
- Creating and/or maintaining stakeholder partnerships such as local cities, Energy Watch programs, Marin Clean Energy and Community Based Organizations to assist in outreach of the Program
- Printing of program collateral
- Collaborating with Home Energy Advisor by sending two (2) emails for lead generation
- Hosting program information on local website(s) and County social media platforms
- Providing Program Lead with local information, contacts and data that support and promote the Program
- Providing Program Lead information on all planned Program related events in the County
- Reporting on best and highest performing activities to the Single Family Coordinating Circle
- Reporting on any unsuccessful strategies to the Coordinating Circle
- Analyzing local Program performance to identify gaps and recommendations to Program Lead
- Coordinating with Rising Sun to identify not-yet-reached communities in the County
- Sharing with the Single Family Coordinating Circle Program marketing material developed by the County
ATTACHMENT 1B for 2019
RCPA, on behalf of Sonoma County
Scope of Work
BayREN Multifamily Program
Budget NTE: $17,000

Each of the BayREN participating members, including RCPA, on behalf of Sonoma County, will provide services in their jurisdictions to support the BayREN Multifamily program. These tasks include local outreach to recruit property owners, support to the consultant providing technical assistance services to local property owners, assistance with recruiting contractors for trainings, and coordination with the BayREN Multifamily Committee and Coordinating Circle. The total budget for RCPA is $17,000.

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

2. Marketing and Outreach – Local Outreach
   
   **Purpose:** Support the multifamily program at the county level
   
   **Role Accountabilities:**

   • Recruiting property owners and contractors through local activities and events
   • Ensuring outreach is done in all jurisdictions within the member county (towns, cities, unincorporated areas, etc.)
   • Planning and organization of two local outreach activities
   • Coordinating with cities within the County, Energy Watch/Local Government Partnership, and other local programs
   • Hosting program information on local website(s) and suggesting local media and social media outlets for program content
   • Providing Program Lead with local information, contacts and data that support and promote the Program
   • Gathering information needed for assembling workable multifamily property owner contact lists
   • Reporting on best and highest performing activities to the Multifamily Circle
   • Coordinating with local jurisdictions on ways to recognize past multifamily program participants.
   • Supporting lead link with market analysis studies by providing outreach data requested
   • Working with local jurisdictions to distribute case study content through available media (press releases, websites, newsletters, social media, etc.)
The BayREN Counties will provide services in their jurisdictions to support the BayREN Codes & Standards Program. These tasks include: coordination with the BayREN Codes and Standards Committee and Coordinating Circle; promotion of trainings, over the counter and electronic compliance improvement tools, regional forums, and reach code and zero net energy (ZNE) policy resources; and engagement with the Bay Area chapters of the International Code Council (ICC), City and County Board of Supervisors, local governments within their respective County and other key stakeholders (local contractor and building professional groups/associations, property owner and building operator associations, etc.). Tasks below are assigned based on local budget and capacity to deliver services. The total budget for RCPA is $32,500.

1. Admin - Cross Link for County of Sonoma

   **Purpose:** Representing County of Sonoma context within BayREN

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

2. Implementation – Codes Program Participation & Local Outreach

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

**Role Accountabilities:**

- Communicating regularly with County of Sonoma stakeholders, including local Energy Watch/Local Government Partnerships, about BayREN Codes projects and activities
- Sharing the perspective of County of Sonoma stakeholders with the Codes and Standards Committee and Program Lead as appropriate
- Seeking to understand tensions conveyed by any of County of Sonoma stakeholders applicable to the BayREN Codes Program, and discerning those appropriate to channel into the Codes & Standards Committee or the Coordinating Circle for processing
- Promoting quarterly Forum events, including providing email, phone and other marketing assistance
- Recruiting local governments to host BayREN standard or specialty trainings, helping coordinate the provision of trainings within the County, and providing suggestions for and input on training topics
- Supporting and advocating for reach codes and other energy policies at the local government level
- Providing local coordination and assistance in follow up for jurisdictions that may benefit from or be interested in BayREN compliance improvement tools
- Providing Program Lead with local information, contacts and data that support and promote the Program
- Analyzing local program performance to identify gaps and recommendations to Program Lead
- Sharing information with the Codes and Standards Committee regularly, including providing at least one presentation per year to the Committee on a best practice, a county project, information from a conference or workshop, or another codes-related topic

**Implementation - Reach Code & Policy Working Group**

**Purpose:** Assist with exploring, identifying, and supporting activities to encourage and enable adoption and implementation of local government reach codes and other local, regional and state energy policies.

**Role Accountabilities:**

- Participating in Reach Code & Policy Working Group calls and meetings
• Providing support for local governments within Sonoma County interested in adopting a reach code or energy policy
• Sharing information with the Working Group regarding local interests and activities related to reach codes and energy policies
• Contributing to the design of BayREN activities to support reach codes and energy policies
ATTACHMENT 1D for 2019
RCPA, on behalf of Sonoma County
Scope of Work
BayREN Commercial Program
Budget NTE: $9,000

RCPA, on behalf of County of Sonoma will provide administrative tasks in its capacity as a Cross Link and for participation in the Coordinating Circle, as well as providing regulatory participation. The total budget for RCPA is $9,000.

1. Admin - Cross Link for County of Sonoma
Purpose: Representing Sonoma County context within BayREN
Role Accountabilities:

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

- Aiding in the development of marketing strategies, messaging, creative, and collateral as needed for the new 2019 program design
- Recruiting property owners, contractors and business decision-makers through local activities and events
- Ensuring outreach is done in all jurisdictions within the member county (towns, cities and unincorporated areas)
- Facilitating introductions to local Chambers of Commerce, local merchant associations, etc
- Planning and organizing at least one (1) local outreach event
- Coordinating with towns, cities and unincorporated areas within the County, Energy Watch/Local Government Partnership, and other local programs
- Coordinating and partnering with department and agencies to uncover efficiencies in marketing, such as including a BayREN commercial flier with each newly issued Business License, etc
- Providing Program Lead with local information, contacts and data that support and promote the Program
- Gathering and researching information, such as demographic and geographic characteristics to develop high-impact marketing lists and optimizing marketing campaign development and execution
- Reporting on best and highest performing activities to the Commercial Coordinating Circle
- Coordinating with local jurisdictions on ways to select and recognize program participants publicly
- Supporting lead link with market analysis studies by providing outreach data requested
- Working with local jurisdictions to distribute case-study content through available media (press releases, websites, newsletters, social media, etc.)
ATTACHMENT 1E for 2019
RCPA, on behalf of Sonoma County
Scope of Work
BayREN Water Bill Savings Program
Budget NTE: $877,307

RCPA will provide local partner water utility support for implementation and marketing in its capacity for Water Bill Savings Program (formally known as PAYS). RCPA will provide administrative tasks in its capacity as a Cross Link and for participation in the Coordinating Circle. RCPA, as the Lead Link, will perform additional tasks for the regional implementation of the program, as described below. The total budget for RCPA is $877,307.

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

Admin – WBSP Coordination
   **Purpose:** Day-to-day program implementation
   **Role Accountabilities:**
   - Coordinating with Lead Link, Rep Link, and Cross Links, BayREN Administrator, WBSP technical team, partner utilities, PG&E, CPUC, and EM&V consultants

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Funding and Implementation Agreement for 2019
RCPA
• Reporting on program progress and supporting Program Administrator in responding to data requests
• Overseeing WBSP planning and meetings; monthly meetings anticipated:
   One WBSP Program Circle meeting with Rep Link, Local Outreach, Coordination, Technical Assistance, and BayREN Administrator
   Two Administrative meetings per month with Rep Link and BayREN Administrator
   Four Management meetings with Lead Link and WBSP Coordinator
   Two WBSP design meetings with Coordinator and Technical Assistance team
   One Coordinating Circle
• Managing technical sub consultant team
• Adapting and adjusting program as needed
• Monitoring regulatory activities that impact program and representing Program in relevant stakeholder groups, committees and advisory groups
• Refining near-term priorities to enable a regional program model and provide access to centralized funding and administration through ABAG/MTC.

2. Implementation – WBSP Program Design & Technical Assistance

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

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

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

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

**Role Accountabilities:**

• Participating in WBSP planning and meetings as requested by Lead; monthly meetings anticipated: one per partner utility plus one WBSP Program Circle
• Serving as a local contact for WBSP utilities in the County for questions about BayREN
• Providing Program Lead with local information, contacts and data that support and promote the Program
• Analyzing local program performance to identify gaps and recommendations to Program Lead
• Supporting WBSP partner utilities in outreach to elected officials, staff, customers, the general public, and other stakeholders
• Developing relationships with multifamily property owners and groups, the real estate and finance industries, and efficiency-as-a-service companies/organizations
• Presenting at multiple meetings of relevant networks and groups, including local water districts, community based organizations, and real estate/professional associations to promote the program and gather input to enable regional expansion
• Coordinate with existing on-bill programs to raise awareness and increase customer demand with the potential to transition these into the regional program model once launched
ATTACHMENT 1F for 2019
RCPA, on behalf of Sonoma County
Scope of Work
BayREN Green Labeling Subprogram
Budget NTE: $11,000

Green labeling is a critical component of a comprehensive approach to achieve greater energy efficiency in California’s homes, the objective of AB 758. Green labeling enables market recognition of the value of a green home during real estate transactions and complements other market transformation strategies such as incentives and financing. RCPA’s role, on behalf of Sonoma County, is to implement the Home Energy Score program, provide real estate sector education, and coordinate County level real estate engagement. The total budget for RCPA is $11,000.

3. **Marketing & Outreach – Green Labeling Local Outreach**

   **Purpose**: Supporting the Green Labeling Program at the County level

   **Role Accountabilities**:

   - Promoting BayREN (Home Energy Score or real estate education) trainings to local stakeholders
   - Identifying local venues or test homes for trainings
   - Engaging local building professionals that could serve as Home Energy Score Assessors
   - Maintaining and developing relationships with local real estate associations and presenting at realtor meetings
   - Providing Program Lead with local information, contacts and data that support and promote the Program
ATTACHMENT 2 for 2019

FUNDING AND IMPLEMENTATION AGREEMENT

BAYREN PROGRAM IMPLEMENTATION PLAN 2019

RCPA Labor Rates

January 1, 2019 – December 31, 2019

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 AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), is by and between the Sonoma County Regional Climate Protection Authority ("RCPA"), a California public agency, and the County of Sonoma, a political subdivision of the State of California (hereinafter "County"). RCPA and the County may be individually referred to as a “Party” or collectively as “Parties.”

RECITALS

WHEREAS, RCPA is a member of the San Francisco Bay Area Regional Network ("BayREN"). BayREN implements effective energy saving programs on a regional level and draws on the expertise, experience, and proven track record of Bay Area local governments to develop and administer successful climate, resource, and sustainability programs; and

WHEREAS, RCPA has entered into a funding and implementation agreement with the Association of Bay Area Governments for BayREN programs; and

WHEREAS, County, through the Department of General Services Energy and Sustainability Division ("ES Division") represents that it is experienced in implementing and managing energy efficiency and sustainability programs; and

WHEREAS, in the judgment of the RCPA, it is necessary and desirable to employ the services of the ES Division to assist with marketing, outreach, and implementation of BayREN programs; and

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

AGREEMENT

1. Scope of Services.

1.1 Scope of Services. County agrees to provide the services as described in Exhibit A. Notwithstanding, services shall be non-exclusive and nothing herein shall prohibit County from referring customers to or providing information regarding additional or other products or services from other entities or companies.

1.2 Performance Standard. County warrants that it possesses the necessary training, experience and skill to competently and professionally provide the services described in Exhibit A. County agrees that its work will be performed and its operations conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement.
1.3 **Staffing and Coordination.** County shall cooperate, and closely coordinate, with RCPA staff in providing all services under this Agreement.

2. **Payment.**
   2.1 **Payment Terms.** For all services and incidental costs required hereunder, County shall be paid in accordance with the budget set forth in Exhibit B provided, however, that total payments to County shall not exceed $95,969, without the prior written approval of RCPA. The Parties understand that additional funding may become available through the BayREN Coordinating Circle or other related sources. In such event, the Parties may increase the budget amounts stated herein, to be reflected in written and signed amendment to this Agreement.

2.2 **Payment.** County shall submit one invoice each calendar month in which services are performed. Invoices shall include copies of receipts for authorized reimbursable expenses, and contain the following detail for each billable entry:
   a. Date
   b. Description of work performed and person involved
   c. Time spent in .5 hour increments and assigned to BayREN Program budget category and account

Upon receipt of properly prepared invoicing, RCPA shall pay County within 30 calendar days for services provided in accordance with this Agreement, applying the following rates:
   a. Most-current adopted County hourly rates for the involved County staff
   b. Material, equipment, and other “hard cost” expenses, at cost

3. **Term of Agreement.** The term of this Agreement shall be from January 1, 2019 to December 31, 2019 unless terminated earlier in accordance with the provisions of Article 4 below.

4. **Termination.** Notwithstanding any other provision of this Agreement, at any time and without cause, the Parties shall have the unequivocal right to terminate this Agreement by giving thirty (30) calendar days written notice to the other Party. In the event of any termination, County, within fourteen (14) calendar days following the date of termination, shall deliver to RCPA all materials and work product subject to Section 1 and shall submit to RCPA a final invoice for all outstanding payments. RCPA shall promptly pay County for all services otherwise satisfactorily rendered and all expenses properly incurred.

5. **Indemnification.** Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any actions, and all claims, loss, proceedings, damages, liabilities, disabilities, costs or expenses (including attorney’s fees and witness costs) arising from or in connection with this Agreement, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees with regard to this Agreement. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts.
6. **Insurance.** County shall maintain insurance and/or self-insurance as described below unless such insurance has been expressly waived in writing by RCPA.

a. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California, and Employers Liability with minimum limits of $1,000,000 per accident; $1,000,000 disease per employee; $1,000,000 disease per policy.

b. Commercial General Liability Insurance with Minimum Limits: $1,000,000 per occurrence; $2,000,000 general aggregate; $2,000,000 products/completed operations aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance.

1. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. County is responsible for any deductible or self-insured retention and shall fund it upon RCPA's written request, regardless of whether County has a claim against the insurance or is named as a party in any action involving RCPA.

2. RCPA shall be an additional insured for liability arising out of operations by, or on behalf of, County in the performance of this Agreement.

3. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

4. The policy shall cover inter-insured suits between the additional insureds and County and include a “separation of insureds” or "severability" clause which treats each insured separately.

c. Automobile Liability Insurance with Minimum Limit of $1,000,000 combined single limit per accident. Automobile Insurance shall apply to all owned autos.

d. Professional Liability/Errors and Omissions Insurance with Minimum Limit of $1,000,000 per claim or per occurrence. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the insurance is on a Claims Made basis, the retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

e. The Certificate of Insurance must include the following reference: Sonoma County Regional Climate Protection Authority.

f. All required Evidence of Insurance shall be submitted to RCPA within 3 business days of the Effective Date. County agrees to maintain current Evidence of Insurance on file with RCPA for the entire term of this Agreement.

g. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma County Regional Climate Protection Authority, Attn: Contract Administration, 411 King St, Santa Rosa, CA 95404.

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

i. County shall provide RCPA immediate written notice if any of the required insurance policies are terminated.

j. County's indemnity and other obligations shall not be limited by these insurance requirements.
7. **Status of County:** County, in performing the services under this agreement, shall act as an independent contractor and shall control the work and the manner in which it is performed. At no time shall County employees act as an agent or employee of RCPA and at no time shall County employees be entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits RCPA provides its employees. In the event RCPA exercises its right to terminate this Agreement pursuant to Section 4, County expressly agrees that its employees shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

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

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

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

11. **Nondiscrimination.** Without limiting any other provision of this Agreement, County shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by reference.

12. **Confidentiality, Ownership and Disclosure of Work Product.** To the extent County obtains any information or material which may be confidential or protected information (“Confidential Information”), such as personal identifying information of utility customers receiving services related to this Agreement, County shall maintain, use, and protect such information and material in confidentiality as required by and to the fullest extent of the law. Provisions related to Confidential Information shall survive expiration or termination of the Agreement for a period of at least five (5) years. All reports, original drawings, graphics, plans, studies, and other data or documents ("Documents"), in whatever form or format, produced by County or County's subcontractors, consultants, and other agents within the term and scope of this Agreement shall be the property of RCPA. RCPA shall be entitled to immediate possession of such Documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, County shall promptly deliver to RCPA all such Documents, which have not already been provided to RCPA in such form or format, as RCPA deems appropriate. Such Documents shall be and will remain the property of RCPA without restriction or limitation. Notwithstanding the foregoing,
RCPA acknowledges and agrees: (a) County is subject to the provisions of the California Public Records Act and (b) County may be legally obligated to release records containing Confidential Information as a result of requests made under that Act. If County receives a request for the disclosure of Confidential Information under the California Public Records Act, County shall promptly notify RCPA of the request. If RCPA wishes to preclude disclosure of such Confidential Information under the California Public Records Act, RCPA shall take appropriate legal action to obtain a court order prohibiting such disclosure.

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

14. Written Communications. All written communications, including notices, bills and payments, may be made via electronic mail or to the following addresses:

TO: RCPA:  
Sonoma County Regional Climate Protection Authority  
Attn: Contract Administration  
411 King St, Santa Rosa, CA 95404  
Aleka.Seville@rcpa.ca.gov

TO: COUNTY:  
County of Sonoma  
Energy and Sustainability Division  
Attn: Jane Elias  
2300 County Center Drive, Suite A105  
Santa Rosa, CA 95403  
Jane.Elias@sonoma-county.org


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

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

15.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

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

15.6 Exhibits. In the event of a conflict between the body of this Agreement and any Exhibits or attachments, the language in the body of this Agreement shall prevail.

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

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

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

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

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

County of Sonoma: By: ________________________
Name: _______________________
Title: _______________________
Date: _______________________

Sonoma County Regional Climate Protection

APPROVED AS TO FORM FOR COUNTY:

By: _______________________
County Counsel
Date: _______________

APPROVED AS TO FORM FOR RCPA:

Sonoma County Regional Climate Protection
Authority
By: ______________________

Name: _____________________

Title: ______________________

Date: ______________________

By: __________________________
General Counsel

Date: _______________
EXHIBIT A
SCOPE OF SERVICES

RCPA and ES Division’s Partnership to Increase BayREN Impact and Program Benefits for Sonoma County residents and businesses for the calendar year 2019.

Roles and Responsibilities

RCPA will retain Administrative budget to coordinate monthly billing and reporting to ABAG/MTC and to remain engaged as the representative for Sonoma County on the BayREN Coordinating Circle. The ES Division will submit monthly invoices and a narrative report detailing work performed to the RCPA at least two days ahead of the deadline to submit to ABAG, for work performed and expenses allowable pertaining to the services to be provided.

RCPA will continue to perform all ADMINISTRATIVE responsibilities within the BayREN Scope of Services for all BayREN programs. ES Division will perform all MARKETING & OUTREACH and IMPLEMENTATION responsibilities within the Scope of Services for the following BayREN programs as outlined in Attachments 1A, 1B, 1C, 1D and 1F. For the Water Bill Savings Program outlined in Attachment 1E, ES Division will perform only the local MARKETING & OUTREACH tasks outlined in 3) Marketing & Outreach – WBSP Local Outreach.

Coordination

RCPA will convene monthly check in calls with the ES Division to check in on program activities, challenges and questions and to communicate relevant updates from ABAG/MTC to ES Division staff. RCPA will attend monthly BayREN Coordination Committee meetings/calls and will invite ES Division staff to attend when appropriate.
ATTACHMENT 1A for 2019

Sonoma County

Scope of Work

BayREN Single Family Program

Budget NTE: $77,969

The BayREN Counties will provide services in their jurisdictions to support the BayREN Single Family program. These tasks include local outreach to single family residents (homeowners and renters); contractor recruitment, support and engagement and coordination with the BayREN Single Family Committee and Coordinating Circle. The total budget for Sonoma County is $77,969. Tasks below are based on local budget and capacity to deliver services. The total budget for RCPA is $77,969.

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

**Outreach Purpose:** Support the Single Family program at the County level

**Role Accountabilities:**

- Providing program support and information to potential and participating contractors active within the County
- Organizing five (5) realtor networking event to promote the BayREN Single Family Program and one (1) local contractor roundtable or networking event
- Establishing one (1) partnership with a local organization to promote the Program
- Conducting two (2) direct mail campaigns and obtaining one (1) mortgage, refinance, or similar mailing list
- Organizing two (2) homeowner workshops to promote Home Upgrade and Participating Contractors
- Coordinating one (1) presentations to homeowner community groups, organizations, and/or employers
- Identifying one (1) homeowner case study and presenting it to the Coordinating Circle
- Creating and/or maintaining stakeholder partnerships such as local cities, Energy Watch programs, Marin Clean Energy and Community Based Organizations to assist in outreach of the Program
- Printing of program collateral
- Collaborating with Home Energy Advisor by sending two (2) emails for lead generation
- Hosting program information on local websites and County social media platforms
- Providing Program Lead with local information, contacts and data that support and promote the Program
- Providing Program Lead information on all planned Program related events in the County
- Reporting on best and highest performing activities to the Single Family Coordinating Circle
- Reporting on any unsuccessful strategies to the Coordinating Circle
- Analyzing local Program performance to identify gaps and recommendations to Program Lead
- Coordinating with Rising Sun to identify not-yet-reached communities in the County
- Sharing with the Single Family Coordinating Circle Program marketing material developed by the County
ATTACHMENT 1B for 2019
RCPA, on behalf of Sonoma County
Scope of Work
BayREN Multifamily Program
Budget NTE: $17,000

Each of the BayREN participating members, including RCPA, on behalf of Sonoma County, will provide services in their jurisdictions to support the BayREN Multifamily program. These tasks include local outreach to recruit property owners, support to the consultant providing technical assistance services to local property owners, assistance with recruiting contractors for trainings, and coordination with the BayREN Multifamily Committee and Coordinating Circle. The total budget for RCPA is $17,000.

1. **Admin – Cross Link for Sonoma County (RCPA)**
   
   **Purpose:** Representing Sonoma County context within BayREN

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

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

**Role Accountabilities:**

- Recruiting property owners and contractors through local activities and events
- Ensuring outreach is done in all jurisdictions within the member county (towns, cities, unincorporated areas, etc.)
- Planning and organization of two local outreach activities
- Coordinating with cities within the County, Energy Watch/Local Government Partnership, and other local programs
- Hosting program information on local website(s) and suggesting local media and social media outlets for program content
- Providing Program Lead with local information, contacts and data that support and promote the Program
- Gathering information needed for assembling workable multifamily property owner contact lists
- Reporting on best and highest performing activities to the Multifamily Circle
- Coordinating with local jurisdictions on ways to recognize past multifamily program participants.
- Supporting lead link with market analysis studies by providing outreach data requested
- Working with local jurisdictions to distribute case study content through available media (press releases, websites, newsletters, social media, etc.)
ATTACHMENT 1C for 2019
RCPA, on behalf of Sonoma County
Scope of Work
BayREN Codes & Standards Program
Budget NTE: $32,500

The BayREN Counties will provide services in their jurisdictions to support the BayREN Codes & Standards Program. These tasks include: coordination with the BayREN Codes and Standards Committee and Coordinating Circle; promotion of trainings, over the counter and electronic compliance improvement tools, regional forums, and reach code and zero net energy (ZNE) policy resources; and engagement with the Bay Area chapters of the International Code Council (ICC), City and County Board of Supervisors, local governments within their respective County and other key stakeholders (local contractor and building professional groups/associations, property owner and building operator associations, etc.). Tasks below are assigned based on local budget and capacity to deliver services. The total budget for RCPA is $32,500.

1. **Admin - Cross Link for County of Sonoma (RCPA)**

**Purpose:** Representing County of Sonoma context within BayREN

**Role Accountabilities:**

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

2. Implementation – Codes Program Participation & Local Outreach (ES Division)

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

Role Accountabilities:
• Communicating regularly with County of Sonoma stakeholders, including local Energy Watch/Local Government Partnerships, about BayREN Codes projects and activities
• Sharing the perspective of County of Sonoma stakeholders with the Codes and Standards Committee and Program Lead as appropriate
• Seeking to understand tensions conveyed by any of County of Sonoma stakeholders applicable to the BayREN Codes Program, and discerning those appropriate to channel into the Codes & Standards Committee or the Coordinating Circle for processing
• Promoting quarterly Forum events, including providing email, phone and other marketing assistance
• Recruiting local governments to host BayREN standard or specialty trainings, helping coordinate the provision of trainings within the County, and providing suggestions for and input on training topics
• Supporting and advocating for reach codes and other energy policies at the local government level
• Providing local coordination and assistance in follow up for jurisdictions that may benefit from or be interested in BayREN compliance improvement tools
• Providing Program Lead with local information, contacts and data that support and promote the Program
• Analyzing local program performance to identify gaps and recommendations to Program Lead
• Sharing information with the Codes and Standards Committee regularly, including providing at least one presentation per year to the Committee on a best practice, a county project, information from a conference or workshop, or another codes-related topic
Implementation - Reach Code & Policy Working Group (ES Division)

Purpose: Assist with exploring, identifying, and supporting activities to encourage and enable adoption and implementation of local government reach codes and other local, regional and state energy policies.

Role Accountabilities:
- Participating in Reach Code & Policy Working Group calls and meetings
- Providing support for local governments within Sonoma County interested in adopting a reach code or energy policy
- Sharing information with the Working Group regarding local interests and activities related to reach codes and energy policies
- Contributing to the design of BayREN activities to support reach codes and energy policies
ATTACHMENT 1D for 2019  
RCPA, on behalf of Sonoma County   
Scope of Work  
BayREN Commercial Program  
Budget NTE: $9,000  

RCPA, on behalf of County of Sonoma will provide administrative tasks in its capacity as a Cross Link and for participation in the Coordinating Circle, as well as providing regulatory participation. The total budget for RCPA is $9,000.

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

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

**Role Accountabilities:**

- Aiding in the development of marketing strategies, messaging, creative, and collateral as needed for the new 2019 program design
- Recruiting property owners, contractors and business decision-makers through local activities and events
- Ensuring outreach is done in all jurisdictions within the member county (towns, cities and unincorporated areas)
- Facilitating introductions to local Chambers of Commerce, local merchant associations, etc
- Planning and organizing at least one (1) local outreach event
- Coordinating with towns, cities and unincorporated areas within the County, Energy Watch/Local Government Partnership, and other local programs
- Coordinating and partnering with department and agencies to uncover efficiencies in marketing, such as including a BayREN commercial flier with each newly issued Business License, etc
- Providing Program Lead with local information, contacts and data that support and promote the Program
- Gathering and researching information, such as demographic and geographic characteristics to develop high-impact marketing lists and optimizing marketing campaign development and execution
- Reporting on best and highest performing activities to the Commercial Coordinating Circle
- Coordinating with local jurisdictions on ways to select and recognize program participants publicly
- Supporting lead link with market analysis studies by providing outreach data requested
- Working with local jurisdictions to distribute case-study content through available media (press releases, websites, newsletters, social media, etc.)
RCPA will provide local partner water utility support for implementation and marketing in its capacity for Water Bill Savings Program (formally known as PAYS). RCPA will provide administrative tasks in its capacity as a Cross Link and for participation in the Coordinating Circle. RCPA, as the Lead Link, will perform additional tasks for the regional implementation of the program, as described below. The total budget for RCPA is $877,307.

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

**Admin – WBSP Coordination (RCPA)**
**Purpose:** Day-to-day program implementation
**Role Accountabilities:**
- Coordinating with Lead Link, Rep Link, and Cross Links, BayREN Administrator, WBSP technical team, partner utilities, PG&E, CPUC, and EM&V consultants
- Reporting on program progress and supporting Program Administrator in responding to data requests
2. **Implementation – WBSP Program Design & Technical Assistance**

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

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

- Overseeing WBSP planning and meetings; monthly meetings anticipated:
  - One WBSP Program Circle meeting with Rep Link, Local Outreach, Coordination, Technical Assistance, and BayREN Administrator
  - Two Administrative meetings per month with Rep Link and BayREN Administrator
  - Four Management meetings with Lead Link and WBSP Coordinator
  - Two WBSP design meetings with Coordinator and Technical Assistance team
  - One Coordinating Circle

- Managing technical sub consultant team
- Adapting and adjusting program as needed
- Monitoring regulatory activities that impact program and representing Program in relevant stakeholder groups, committees and advisory groups
- Refining near-term priorities to enable a regional program model and provide access to centralized funding and administration through ABAG/MTC.
• Develop and implement training curriculum for utilities, contractors, vendors, etc.
• Support partner utility customer marketing campaign
• Conducting onsite surveys of potential projects and quality assurance on completed projects
• Support EM&V efforts for BayREN reporting

3. **Marketing & Outreach – WBSP Local Outreach (ES Division)**

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

**Role Accountabilities:**

- Participating in WBSP planning and meetings as requested by Lead; monthly meetings anticipated: one per partner utility plus one WBSP Program Circle
- Serving as a local contact for WBSP utilities in the County for questions about BayREN
- Providing Program Lead with local information, contacts and data that support and promote the Program
- Analyzing local program performance to identify gaps and recommendations to Program Lead
- Supporting WBSP partner utilities in outreach to elected officials, staff, customers, the general public, and other stakeholders
- Developing relationships with multifamily property owners and groups, the real estate and finance industries, and efficiency-as-a-service companies/organizations
- Presenting at multiple meetings of relevant networks and groups, including local water districts, community based organizations, and real estate/professional associations to promote the program and gather input to enable regional expansion
- Coordinate with existing on-bill programs to raise awareness and increase customer demand with the potential to transition these into the regional program model once launched
Green labeling is a critical component of a comprehensive approach to achieve greater energy efficiency in California’s homes, the objective of AB 758. Green labeling enables market recognition of the value of a green home during real estate transactions and complements other market transformation strategies such as incentives and financing. RCPA’s role, on behalf of Sonoma County, is to implement the Home Energy Score program, provide real estate sector education, and coordinate County level real estate engagement. The total budget for RCPA is $11,000.

3. **Marketing & Outreach – Green Labeling Local Outreach (ES Division)**

**Purpose:** Supporting the Green Labeling Program at the County level

**Role Accountabilities:**

- Promoting BayREN (Home Energy Score or real estate education) trainings to local stakeholders
- Identifying local venues or test homes for trainings
- Engaging local building professionals that could serve as Home Energy Score Assessors
- Maintaining and developing relationships with local real estate associations and presenting at realtor meetings
- Providing Program Lead with local information, contacts and data that support and promote the Program
## EXHIBIT B
Calendar Year 2019 Budget *Not to Exceed*

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<td></td>
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<td><strong>Total Agreement Not to Exceed</strong></td>
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AGREEMENT FOR CONSULTANT SERVICES WITH FRONTIER ENERGY, INC. DBA BEVILACQUA-KNIGHT, INC

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **COMPENSATION:**

2.1 **PAYMENT FOR CONSULTANT'S SERVICES:** For all services and incidental costs required hereunder, CONSULTANT shall be paid no more than $400,000. Payments shall be made in amounts not to exceed the individual tasks outlined in Attachment I, attached hereto and incorporated herein by reference. Payment shall be made to CONSULTANT in the manner provided in Paragraph 2.2 below for eligible rates and expenses provided in Paragraph 2.3 and 2.4. CONSULTANT shall not be paid for expenses in excess of the amounts delineated by task in Attachment I without the express advance written approval from RCPA.

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

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

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

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

3. **TERM OF AGREEMENT:** The term of this Agreement shall be from January 1, 2019 to December 31, 2019 unless terminated earlier in accordance with the provisions of Paragraph 4 below.

4. **TERMINATION:**

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

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

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

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

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

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

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

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

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

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

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

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

11. REPRESENTATIONS AND WARRANTIES OF CONSULTANT:

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

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

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

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

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

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

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

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

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

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

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

**TO RCPA:**
Aleka Seville  
Sonoma County Regional Climate Protection Authority  
411 King Street, 2nd floor  
Santa Rosa, California 95404  
Fax: (707) 565-5370

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

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

15. **CONFIDENTIAL INFORMATION:** All data, documents, discussions, or other information developed or received by or for CONSULTANT in performance of this Agreement are confidential and shall not be disclosed by CONSULTANT to any person except as authorized by RCPA, or as required by law. Confidential Information excludes information in the Public Domain or information disclosed to the Consultant by a third party with no connection this Agreement.

16. **OWNERSHIP OF WORK PRODUCT:** All reports, original drawings, graphics, design computations, plans, specifications, studies, copies of correspondence, maps and other data or
documents, in whatever form or format, assembled or prepared by CONSULTANT or CONSULTANT’s subconsultants, subcontractors and/or other agents (collectively CONSULTANT) exclusively in connection with this Agreement shall be the property of RCPA, excluding software. CONSULTANT shall deliver such materials to RCPA upon either the expiration or termination of this Agreement in such form or format as RCPA deems appropriate, unless directed otherwise by RCPA. Such materials shall be and will remain the property of RCPA without restriction or limitation. CONSULTANT shall not be liable for claims, liabilities, or losses arising out of, or connected with, any use by RCPA of such materials on other projects, excepting only such use as may be authorized in writing by CONSULTANT. This paragraph does not convey ownership or any intellectual property rights to work product that CONSULTANT developed, in whole or in part, prior to this agreement.

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

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

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

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

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

(a) Cancel any delivery or task order;

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

18. MISCELLANEOUS PROVISIONS:

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

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

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

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

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

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

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

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

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

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

Dated_________________  By_______________________________

Jay Zarnikau, Vice President  
Frontier Energy, Inc

Dated: _________________  By_______________________________

Suzanne Smith, Executive Director  
REGIONAL CLIMATE PROTECTION AUTHORITY

Dated: _______________  By_______________________________

Cory O’Donnell, County Counsel  
APPROVED AS TO FORM

Attachment I – Scope of Work  
Attachment II – Insurance Requirements  
Attachment III – Document Accessibility Certification Form  
Appendix 1 – Funding and Implementation Agreement

**Attachment 1**

Sonoma County Regional Climate Protection Authority  
BayREN Water Bill Savings Program  
Implementation for 2019  
Frontier Energy Scope of Work  
Budget NTE: $400,000

Frontier Energy will provide services in delivering Water Bill Savings Program (Program) Coordination and Technical Assistance roles. RCPA will provide oversight to Frontier Energy in its capacity as Program Lead Link. The total budget assigned to Frontier Energy is $400,000. Services will be delivered according to the 2019 rates identified below.
I. Implementation

A. Program Coordination

Purpose: Day-to-day program implementation

Role Accountabilities:
- Facilitating Program planning and meetings; monthly meetings anticipated:
  - One Program Committee meeting
  - Two Administrative meetings per month with RCPA Program Manager
  - Two Program design meetings with Technical Assistance team
  - Partner utility meetings as necessary
- Managing technical sub consultant team
- Adapting and adjusting program as needed
- Reporting on program progress and supporting RCPA and BayREN in responding to data requests
- Monitoring regulatory activities that impact program and representing Program in relevant stakeholder groups, committees and advisory groups

B. Program Technical Assistance

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

Role Accountabilities:
- Advising and assisting current partner utilities in developing approach for continuation of their existing individual programs or transitioning into regional program model
- Ensuring that regional program design meets projected energy and/or water savings targets consistent with guidance from BayREN and CPUC
- Determining target customer and building sector(s), and targeted measures
- Developing and/or overseeing the development of program software tools which may include:
  - cost-effectiveness calculator(s) for use with multiple utilities
  - IT and billing system supports and interfaces to help streamline utility billing system updates required to initiate, track, and transfer the On-Bill Surcharge
  - automated tools to facilitate routing and signature of program agreements
- Developing and refining operational procedures for start-up, contractor services and measure delivery, eligibility thresholds for common upgrades, Audit/Analysis requirements for upgrades without eligibility thresholds, project and program QA/QC protocols, financial operations, etc.
- Developing a utility “opt-in tool kit” for regional program, including:
  - details related to local water rates and building stock assessment
surcharge authorization and billing systems requirements
• water and energy savings and economic impact potential
• minimum expected staff and resource requirements.
• model on-bill tariff to be used by partner utilities

- Developing program agreements for regional program that facilitate contractor oversight and payment, customer tariffed on-bill services and repayment obligations, and utility repayment regardless of collections
- Developing mechanism for regional program to facilitate customer education and noticing of Program benefits and obligations to successor customers at the project location
- Evaluate opportunities for reduced program or project costs through bulk procurement and other contracting opportunities for identified services and materials
- Support development and implementation of contractor recruitment strategy
- Assisting BayREN and partner utilities through procurement of capital, contractors, vendors, and other Program services as needed
- Developing and implementing training curriculum for utilities, contractors, vendors, etc.
- Supporting development of other regional program strategies and support mechanisms as necessary for launch of regional program
- Supporting EM&V efforts for BayREN reporting and project assessment

II. Marketing & Outreach

A. Program Coordination

Purpose: Day-to-day program implementation

Role Accountabilities:
- Coordinating with BayREN members, BayREN and RCPA Program Managers, Program technical team, partner utilities, PG&E, CPUC, and EM&V consultants
- Onboarding new Program manager with Program background and coordinating on 2019 objectives
- Support engagement with priority stakeholder groups, including but not limited to:
  - Bay Area water utilities/agencies
  - Bay Area City managers and elected officials
  - Property owner groups and associations
  - Contractor networks/associations
  - Department of Water Resources and State Water Resources Control Board

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

Role Accountabilities:

- Develop and support BayREN led outreach strategy to potential partner utilities and associated local government leadership to effectively enroll partner utilities in a regional program model
- Develop and support BayREN’s marketing activities for regional program, which may include:
  - Outreach collateral aligned with and in support of other BayREN programs
  - Marketing collateral templates for qualified contractors
  - A program specific customer engagement and project facilitation website/portal
- Develop and support partner utility customer marketing campaign with activities that may include:
  - Marketing collateral templates for partner utilities
  - Web content for partner utility websites
  - Draft presentations for delivery at utility and local government outreach meetings and attendance/co-delivery of presentations as necessary
- Conducting onsite surveys of potential projects and quality assurance on completed projects
## 2018 Budget

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Attachment II
Insurance Requirements – will be attached to final version

Attachment III
Document Accessibility Certification Form – will be attached to final version

Appendix 1
Funding and Implementation Agreement between ABAG and RCPA

ATTACHMENT 1A for 2019
Sonoma County
Scope of Work
BayREN Single Family Program
Budget NTE: $77,969

The BayREN Counties will provide services in their jurisdictions to support the BayREN Single Family program. These tasks include local outreach to single family residents (homeowners and renters); contractor recruitment, support and engagement and coordination with the BayREN Single Family Committee and Coordinating Circle. The total budget for Sonoma County is $77,969. Tasks below are based on local budget and capacity to deliver services. The total budget for RCPA is $77,969.

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

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

2. **Marketing & Outreach – Single Family Local Outreach**

**Purpose:** Support the Single Family program at the County level

**Role Accountabilities:**

• Providing program support and information to potential and participating contractors active within the County
• Organizing five (5) realtor networking event to promote the BayREN Single Family Program and one (1) local contractor roundtable or networking event
• Establishing one (1) partnership with a local organization to promote the Program
• Conduct two (2) direct mail campaigns and obtain one (1) mortgage, refinance, or similar mailing list
• Organize two (2) homeowner workshops to promote Home Upgrade and Participating Contractors
• Coordinate one (1) presentations to homeowner community groups, organizations, and/or employers
• Identifying one (1) homeowner case study and presenting it to the Coordinating Circle
• Creating and/or maintaining stakeholder partnerships such as local cities, Energy Watch programs, Marin Clean Energy and Community Based Organizations to assist in outreach of the Program
• Printing of program collateral
• Collaborating with Home Energy Advisor by sending two (2) emails for lead generation
• Hosting program information on local website(s) and County social media platforms
• Providing Program Lead with local information, contacts and data that support and promote the Program
• Providing Program Lead information on all planned Program related events in the County
• Reporting on best and highest performing activities to the Single Family Coordinating Circle
• Reporting on any unsuccessful strategies to the Coordinating Circle
• Analyzing local Program performance to identify gaps and
recommendations to Program Lead
• Coordinating with Rising Sun to identify not-yet-reached communities in the County
• Sharing with the Single Family Coordinating Circle Program marketing material developed by the County

ATTACHMENT 1B for 2019
RCPA, on behalf of Sonoma County
Scope of Work
BayREN Multifamily Program
Budget NTE: $17,000

Each of the BayREN participating members, including RCPA, on behalf of Sonoma County, will provide services in their jurisdictions to support the BayREN Multifamily program. These tasks include local outreach to recruit property owners, support to the consultant providing technical assistance services to local property owners, assistance with recruiting contractors for trainings, and coordination with the BayREN Multifamily Committee and Coordinating Circle. The total budget for RCPA is $17,000.

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

2. **Marketing and Outreach – Local Outreach**  
**Purpose:** Support the multifamily program at the county level  
**Role Accountabilities:**

• Recruiting property owners and contractors through local activities and events
• Ensuring outreach is done in all jurisdictions within the member county (towns, cities, unincorporated areas, etc.)
• Planning and organization of two local outreach activities
• Coordinating with cities within the County, Energy Watch/Local Government Partnership, and other local programs
• Hosting program information on local website(s) and suggesting local media and social media outlets for program content
• Providing Program Lead with local information, contacts and data that support and promote the Program
• Gathering information needed for assembling workable multifamily property owner contact lists
• Reporting on best and highest performing activities to the Multifamily Circle
• Coordinating with local jurisdictions on ways to recognize past multifamily program participants.
• Supporting lead link with market analysis studies by providing outreach data requested
• Working with local jurisdictions to distribute case study content through available media (press releases, websites, newsletters, social media, etc.)
ATTACHMENT 1C for 2019
RCPA, on behalf of Sonoma County
Scope of Work
BayREN Codes & Standards Program
Budget NTE: $32,500

The BayREN Counties will provide services in their jurisdictions to support the BayREN Codes & Standards Program. These tasks include: coordination with the BayREN Codes and Standards Committee and Coordinating Circle; promotion of trainings, over the counter and electronic compliance improvement tools, regional forums, and reach code and zero net energy (ZNE) policy resources; and engagement with the Bay Area chapters of the International Code Council (ICC), City and County Board of Supervisors, local governments within their respective County and other key stakeholders (local contractor and building professional groups/associations, property owner and building operator associations, etc.). Tasks below are assigned based on local budget and capacity to deliver services. The total budget for RCPA is $32,500.

1. **Admin - Cross Link for County of Sonoma**

   **Purpose:** Representing County of Sonoma context within BayREN

   **Role Accountabilities:**
   
   - Removing constraints within BayREN that limit its ability to collaborate and deliver effective programs
   
   - Seeking to understand Tensions conveyed by any of County of Sonoma stakeholders applicable to the BayREN programs, and discerning those appropriate to channel into Coordinating Circle for processing

   - Sharing the perspective of County of Sonoma’s stakeholders

   - Communicating with County of Sonoma’s stakeholders about BayREN programs and activities

   - Sharing progress, performance, and strategic data and information with the Coordinating Circle

   - Coordinating with local Energy Watch/Local Government Partnership and other County of Sonoma programs.

   - Establishing that a member has been selected by a county to act on its behalf

   - Ensuring that member has expertise and experience in energy-related project management and implementation

   - Ensuring invoices and reporting are submitted to Program Administrator in a timely manner
• Developing and reviewing program performance, and program and pilot recommendations
• Reviewing and authorizing program changes
• Implementing BayREN communication strategies in County of Sonoma
• Attending and participating in BayREN Coordinating Circle and Committee calls and meetings

2. Implementation – Codes Program Participation & Local Outreach
Purpose: Support the Codes & Standards program at the county level
Role Accountabilities:
• Communicating regularly with County of Sonoma stakeholders, including local Energy Watch/Local Government Partnerships, about BayREN Codes projects and activities
• Sharing the perspective of County of Sonoma stakeholders with the Codes and Standards Committee and Program Lead as appropriate
• Seeking to understand tensions conveyed by any of County of Sonoma stakeholders applicable to the BayREN Codes Program, and discerning those appropriate to channel into the Codes & Standards Committee or the Coordinating Circle for processing
• Promoting quarterly Forum events, including providing email, phone and other marketing assistance
• Recruiting local governments to host BayREN standard or specialty trainings, helping coordinate the provision of trainings within the County, and providing suggestions for and input on training topics
• Supporting and advocating for reach codes and other energy policies at the local government level
• Providing local coordination and assistance in follow up for jurisdictions that may benefit from or be interested in BayREN compliance improvement tools
• Providing Program Lead with local information, contacts and data that support and promote the Program
• Analyzing local program performance to identify gaps and recommendations to Program Lead
• Sharing information with the Codes and Standards Committee regularly, including providing at least one presentation per year to the Committee on a best practice, a county project, information from a conference or workshop, or another codes-related topic

Implementation - Reach Code & Policy Working Group
Purpose: Assist with exploring, identifying, and supporting activities to encourage and enable adoption and implementation of local government reach codes and other local, regional and state energy policies.
Role Accountabilities:
• Participating in Reach Code & Policy Working Group calls and meetings
• Providing support for local governments within Sonoma County interested in adopting a reach code or energy policy
• Sharing information with the Working Group regarding local interests and activities related to reach codes and energy policies
• Contributing to the design of BayREN activities to support reach codes and energy policies
ATTACHMENT 1D for 2019
RCPA, on behalf of Sonoma County
Scope of Work
BayREN Commercial Program
Budget NTE: $9,000

RCPA, on behalf of County of Sonoma will provide administrative tasks in its capacity as a Cross Link and for participation in the Coordinating Circle, as well as providing regulatory participation. The total budget for RCPA is $9,000.

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

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

**Role Accountabilities:**

- Aiding in the development of marketing strategies, messaging, creative, and collateral as needed for the new 2019 program design
- Recruiting property owners, contractors and business decision-makers through local activities and events
- Ensuring outreach is done in all jurisdictions within the member county (towns, cities and unincorporated areas)
- Facilitating introductions to local Chambers of Commerce, local merchant associations, etc
- Planning and organizing at least one (1) local outreach event
- Coordinating with towns, cities and unincorporated areas within the County, Energy Watch/Local Government Partnership, and other local programs
- Coordinating and partnering with department and agencies to uncover efficiencies in marketing, such as including a BayREN commercial flier with each newly issued Business License, etc
- Providing Program Lead with local information, contacts and data that support and promote the Program
- Gathering and researching information, such as demographic and geographic characteristics to develop high-impact marketing lists and optimizing marketing campaign development and execution
- Reporting on best and highest performing activities to the Commercial Coordinating Circle
- Coordinating with local jurisdictions on ways to select and recognize program participants publicly
- Supporting lead link with market analysis studies by providing outreach data requested
- Working with local jurisdictions to distribute case-study content through available media (press releases, websites, newsletters, social media, etc.)
ATTACHMENT 1E for 2019
RCPA, on behalf of Sonoma County
Scope of Work
BayREN Water Bill Savings Program
Budget NTE: $877,307

RCPA will provide local partner water utility support for implementation and marketing in its capacity for Water Bill Savings Program (formally known as PAYS). RCPA will provide administrative tasks in its capacity as a Cross Link and for participation in the Coordinating Circle. RCPA, as the Lead Link, will perform additional tasks for the regional implementation of the program, as described below. The total budget for RCPA is $877,307.

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

Admin – WBSP Coordination
Purpose: Day-to-day program implementation
Role Accountabilities:
• Coordinating with Lead Link, Rep Link, and Cross Links, BayREN Administrator, WBSP technical team, partner utilities, PG&E, CPUC, and EM&V consultants
Reporting on program progress and supporting Program Administrator in responding to data requests

Overseeing WBSP planning and meetings; monthly meetings anticipated:
- One WBSP Program Circle meeting with Rep Link, Local Outreach, Coordination, Technical Assistance, and BayREN Administrator
- Two Administrative meetings per month with Rep Link and BayREN Administrator
- Four Management meetings with Lead Link and WBSP Coordinator
- Two WBSP design meetings with Coordinator and Technical Assistance team
- One Coordinating Circle

Managing technical sub consultant team
Adapting and adjusting program as needed
Monitoring regulatory activities that impact program and representing Program in relevant stakeholder groups, committees and advisory groups
Refining near-term priorities to enable a regional program model and provide access to centralized funding and administration through ABAG/MTC.

2. **Implementation – WBSP Program Design & Technical Assistance**

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

**Role Accountabilities:**

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

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

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

**Role Accountabilities:**

• Participating in WBSP planning and meetings as requested by Lead; monthly meetings anticipated: one per partner utility plus one WBSP Program Circle
• Serving as a local contact for WBSP utilities in the County for questions about BayREN
• Providing Program Lead with local information, contacts and data that support and promote the Program
• Analyzing local program performance to identify gaps and recommendations to Program Lead
• Supporting WBSP partner utilities in outreach to elected officials, staff, customers, the general public, and other stakeholders
• Developing relationships with multifamily property owners and groups, the real estate and finance industries, and efficiency-as-a-service companies/organizations
• Presenting at multiple meetings of relevant networks and groups, including local water districts, community based organizations, and real estate/professional associations to promote the program and gather input to enable regional expansion
• Coordinate with existing on-bill programs to raise awareness and increase customer demand with the potential to transition these into the regional program model once launched
RCPA Contract Number: RCPA19007

ATTACHMENT 1F for 2019

RCPA, on behalf of Sonoma County

Scope of Work

BayREN Green Labeling Subprogram

Budget NTE: $11,000

Green labeling is a critical component of a comprehensive approach to achieve greater energy efficiency in California’s homes, the objective of AB 758. Green labeling enables market recognition of the value of a green home during real estate transactions and complements other market transformation strategies such as incentives and financing. RCPA’s role, on behalf of Sonoma County, is to implement the Home Energy Score program, provide real estate sector education, and coordinate County level real estate engagement. The total budget for RCPA is $11,000.

3. Marketing & Outreach – Green Labeling Local Outreach

Purpose: Supporting the Green Labeling Program at the County level

Role Accountabilities:

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

ATTACHMENT 2 for 2019

FUNDING AND IMPLEMENTATION AGREEMENT
BAYREN PROGRAM IMPLEMENTATION PLAN 2019

RCPA Labor Rates
January 1, 2019 – December 31, 2019

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Issue:
Information only.

Background:
Each year the SCTA and RCPA adopt legislative principles to help guide staff and Board members on legislative matters at the State and federal levels. As part of our efforts to track relevant climate change legislation and policy developments, RCPA staff are following federal discussions around a Green New Deal as well as Cap and Dividend programs and policies.

Current status:
In recent years, Democratic lawmakers have developed legislation with the goal of incentivizing reductions in greenhouse gas emissions through policy mechanisms such as cap and trade and cap and dividend. The American Clean Energy and Security Act (known as Waxman-Markey) which passed the House in 2009 was the most recent attempt to create a nationwide carbon market. The Obama Administration focused on using the Clean Air Act to limit emissions by developing the Clean Power Plan of 2015. The plan itself was never implemented as it was blocked by the Supreme Court in 2016 though the Obama Administration was successful in implementing new regulations focused on various sectors like heavy duty vehicles, methane and air quality. Spurred by lack of progress on establishing a comprehensive legislative response to climate change, there have also been many grassroots efforts in recent years led by groups such as 350.org, that have focused on blocking specific, impactful projects such as the Keystone XL pipeline which would link Canadian tar sands to U.S. export terminals. This project was recently blocked by a U.S. district judge requiring further study of its environmental impact by the State Department.

It is in this context that the Green New Deal has emerged as a potential unifying vision to push for action at the speed and scale required to address climate change.
Green New Deal

The current iteration of the Green New Deal idea has been largely driven by the youth led Sunrise Movement, a grassroots climate organization; Representative Alexandria Ocasio-Cortez; the Justice Democrats (who recruited and supported many of the newly elected House members including Ocasio-Cortez) and their policy arm, New Consensus, whose staffers will be very involved in drafting the actual plan. The draft text is available on Ocasio-Cortez’s website in a Google doc and reflects many of the ideas and policy prescriptions in similar proposals released previously by President Obama in his 2008 platform and Senator Bernie Sanders in his 2016 Presidential campaign platform.

Clause (6)(B) begins:
“The Plan for a Green New Deal (and the draft legislation) shall recognize that a national, industrial, economic mobilization of this scope and scale is a historic opportunity to virtually eliminate poverty in the United States and to make prosperity, wealth and economic security available to everyone participating in the transformation.”

Current draft text calls for the establishment of a Select Committee for a Green New Deal. The committee shall have authority to develop a detailed national, industrial, economic mobilization plan for the transition of the US economy away from fossil-fuels and towards zero greenhouse gas emissions.

While the details of a Green New Deal Plan have yet to be finalized, the draft text references multiple goals to be achieved within the next decade:

- Use of 100% renewable energy
- Building a national smart grid
- Upgrading homes and businesses to achieve maximum energy efficiency
- De-carbonization of manufacturing, agriculture and other industries as well as massive investment in drawdown and capture of greenhouse gases (GHGs)
- A national jobs program

Cap and Dividend

The draft text also outlines a few key “Frequently Asked Questions” that clarify the need for a comprehensive program of this size and scale as well as the reasoning behind why the federal government should play this role. The FAQs also highlight a few of the potential strategies for how the government would fund such an umbrella of programs.

It’s very likely that one of the financing mechanisms employed to achieve some of these ambitious goals will be some sort of national price on carbon administered through a carbon tax, cap and dividend or other similar approaches.

Next Steps:

Approximately forty-five Democrats in Congress have voiced support for the Green New Deal idea, including Senators Cory Booker, Elizabeth Warren and Bernie Sanders. Key to this support is the fact that the Green New Deal platform offers an ambitious vision that is not limited to climate change but, instead, acknowledges the incredible opportunity we have to focus such investment to achieve multiple goals. The ambitious goals outlined speak to multiple priority issues such as poverty, job security, racial inequities, infrastructure, and local resilience building especially for communities along the coast and in wildfire prone areas. Critics point out how ambitious and untenable even just the list of high level goals appears. Supporters note that,
according to recent reports from the IPCC as well as the National Climate Assessment, this is the only platform that actually addresses the challenges ahead at the scope required to avoid catastrophic climate impacts.

RCPA staff will continue to monitor these discussions and, specifically, will be working with our regional partners to better understand how Sonoma County can assess what specific local action will best position our communities to benefit from potential new programs and policies that address economic, social and environmental inequalities while driving down greenhouse gas emissions.

**Policy Impacts:**

None.

**Fiscal Impacts:**

None.

**Staff Recommendation:**

None.

**Articles for reference:**

- Current draft Green New Deal select committee establishment: [https://docs.google.com/document/d/1jxUzp9SZ6-VB-4wSm8sselVMsqWZrSrYpYC9sIHKLzo/edit](https://docs.google.com/document/d/1jxUzp9SZ6-VB-4wSm8sselVMsqWZrSrYpYC9sIHKLzo/edit)


Staff Report

To: SCTA/RCPA Board of Directors

From: Suzanne Smith, Executive Director

Item: 4.5.3 – Amicus brief in opposition to rolling back emission and fuel economy standards

Date: February 4, 2019

Issue:
Shall the SCTA/RCPA authorize the Chair to sign on to an amicus brief opposing the current federal Administration’s efforts to roll back emission and fuel efficiency standards?

Background:
The U.S. Conference of Mayors (USCM), the National League of Cities (NLC), and more than a dozen cities and counties have joined a legal motion to oppose federal efforts to roll back the emission and fuel economy standards established for light duty vehicles (“clean car standards”). The petitioners will file an amicus brief detailing why these standards are critical for cities and local governments to reduce emissions from the transportation sector and help avert the harmful impacts of climate change.

Filing a motion in the United States Court of Appeals for the District of Columbia Circuit to participate as amici curiae (“friends of the court”) in support of the federal clean car standards are the following: the USCM; the NLC; The City of New York, NY; Los Angeles, CA; Chicago, IL; King County, WA; Santa Clara County, CA; San Francisco, CA; Baltimore, MD; Oakland, CA; Minneapolis, MN; Boulder County, CO; Pittsburgh, PA; Ann Arbor, MI; West Palm Beach, FL; Santa Monica, CA; Coral Gables, FL; and Clarkston, GA.

So far, the individual cities and counties that have signed onto the motion are home to more than 22 million people, and include New York, Los Angeles, and Chicago, the three largest cities in the United States.

The SCTA/RCPA have been asked to join this coalition and sign on to the amicus brief. The effort aligns with SCTA/RCPA goals related to reducing emissions from the transportation sector. The proposed brief is not yet available for review but the Board could authorize the Chair to sign on pending review by legal counsel.

Policy Impacts:
The federal proposal to roll back fuel efficiency standards for light duty vehicles is in direct conflict with adopted goals and plans of the SCTA/RCPA. The 2016 Comprehensive Transportation Plan, the Shift Low Carbon Transportation Plan and Climate Action 2020 all advocate for increased fuel efficiency and fuel switching to electrification. Supporting the lawsuit to stop the roll back is in alignment with existing policy. The SCTA/RCPA have been part of amicus briefs in the past.

Fiscal Impacts:
None.

Staff Recommendation:
Consider authorizing the Chair to sign on the amicus brief pending final review by legal counsel.
Staff Report

To: RCPA Board of Directors

From: Aleka Seville, Director of Climate Programs

Item: 4.5.4 - RCPA Activities Report

Date: February 4, 2019

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**Issue:**

Information only.

**Background:**

**Planning and Coordination**

**RCPA Coordination Committee**

The December Coordination Committee meeting examined climate actions achieved throughout 2018. In January, RCPA staff presented on the topic of micromobility and the potential of these modes to reduce transportation related greenhouse gas emissions.

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**

In lieu of holding a Staff Working Group meeting in January, RCPA staff instead set up individual meetings with stakeholders to inform the Needs Assessment. The March Staff Working Group Meeting will review the results of the Needs Assessment.

**Fire Recovery**

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

- Total Applications Submitted: Increased from 42 to 57
- Total Homes: Increased from 137 to 152 (56 single family, 96 multifamily)
- All-Electric Applications Submitted: Increased from 13 to 19
- Total Permits Pulled: Increased from 1960 to 2530 (6% participating in AER)
- People Signed up for Advanced Energy Rebuild mailing list: Increased from 335 to 342
- Website Views for Advanced Energy Rebuild: Increased from 6,880 to 7,727

RCPA staff continue to work with SCP to support the City of Santa Rosa in following up on the October Study Session which provided information on our 2015 Greenhouse Gas (GHG) inventory update as well as on the costs and benefits of all-electric ready new construction.

**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.

**Bay Area Climate Adaptation Network (BayCAN) North Bay Sub-regional Committee Meeting**

BayCAN is a new network of staff and practitioners across all nine Bay Area Counties focused on identifying key adaptation issues, challenges and opportunities that the Bay Area region should be addressing. RCPA staff will attend a free workshop offered by BayCAN on February 1, 2019, on Equity in Climate Adaptation Planning. The workshop will showcase real-life examples of equitable climate resilience planning. Participants in this workshop will learn how to embed equity into their work, including how to develop policies and strategies that address procedural and structural equity in climate adaptation planning. RCPA staff will share relevant lessons learned with member cities and partners.

**National Council for Science and the Environment Conference**

RCPA staff attended the 2019 National Council for Science and the Environment (NCSE) Conference, January 8-9 in Washington DC. The NCSE Annual Conference ([www.ncseconference.org](http://www.ncseconference.org)) was a high impact knowledge event that convened several hundred leaders from a wide range of industries to discuss the importance of integrating scientific-based evidence into environmental decision-making. The conference is recognized for its notable presenters and innovative programming, Supervisor Shirlee Zane was featured in a plenary session and shared the Sonoma County story of community resilience. Sessions explored the opportunities and challenges for sustainability at the convergence of built, natural, social, and cyber infrastructure. Best practices were shared and new research was unveiled. The focus on Sustainable Infrastructure & Resilience was meaningfully relevant, with 11 extreme weather events in the United States alone last year resulting in hundreds of lives lost and more than $12 billion in initial economic losses.
Throughout the conference, Sonoma County’s climate leadership and programs, including Sonoma Water’s Forecast Informed Reservoir Operations (FIRO) and Applied Solutions, were recognized as cutting-edge and leading the nation. It was announced at the conference that Applied Solutions will become a program within NCSE, connecting local governments and leading scientists and academics to accelerate resilience through the application of data, research and tools to inform decision making and actions. In 2018, Supervisor Shirlee Zane joined the NCSE Board of Directors bringing the valuable local government perspective to the academic table.

**Implementation**

*California Energy Commission Shift Implementation*

For RCPA’s California Energy Commission (CEC) grant, staff continue efforts on local government zero emission vehicle awareness and implementation of the Fuel Shift Plan. Staff drafted an interim electric vehicle (EV) Actions Report highlighting actions underway and completed by each of the 10 jurisdictions. RCPA staff also updated guidance around EV Charging Station Installation, and have shared with local government staff. A report of best practices for EV charging station permitting streamlining has been compiled and shared with building departments. RCPA staff and consultants will continue to engage local employers and businesses over the next several months to accelerate workplace charging in Sonoma County.

RCPA staff continues to host the EV Knowledgebase, EV 101, which is a resource that addresses frequently asked questions about electric vehicles. 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.

*Bay Area Regional Energy Network*

**Single Family Program**

The new Single Family Rebate program, BayREN Home+, launched January 1, 2019. The new program has been redesigned to better reduce the high upfront costs for customers participating in home energy retrofits projects. The new design makes the program accessible to moderate income households, align improvements and increase program participation. The new program includes an easy online energy assessment for homeowners to learn more about improving home energy efficiency. Partnering with Rising Sun, the program now implements green home visits to install features such as LEDs, low flow shower heads and weather-stripping. The free energy advisor has remained with the program, continuing to be an important resource in guiding participants through the program and answering questions. Participants can now 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 will be provided in Spring 2019.

[www.bayareaenergyupgrade.org](http://www.bayareaenergyupgrade.org)
Bay Area Multifamily Building Enhancement Program

As of January 17, 2019, there are 8 multifamily properties in Sonoma County currently receiving no-cost energy efficiency technical assistance from the program, accounting for a total of 534 units. One multifamily property completed construction, for a total of 287 units. RCPA staff attended a membership meeting of the California Apartment Association on December 13th for marketing and outreach to local multifamily property owners and property managers.

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.

Water Bill Savings Program

RCPA staff continues to work with BayREN staff to support the development of a regional water bill savings program, an on-bill repayment of efficiency retrofits that the RCPA has helped to pioneer in California, enabled by the Water Bill Savings Act (SB 564 – McGuire). RCPA staff began the recruiting process in mid-October for a new Senior Planner (funded by BayREN) to manage the Water Bill Savings Program and is pleased to announce that Chris Cone joined the RCPA team as the new Water Bill Savings Program Manager on January 15. Chris brings extensive experience and expertise in energy and water efficiency and was one of the original members of the team that developed the Windsor Pay as You Save Program. We are thrilled that Chris will be leading the development of a new regional on-bill financing program and look forward to providing additional program updates. RCPA and BayREN staff will present the Regional Program Model concept to ABAG’s Executive Board at their March meeting 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: Sonoma County Transportation Authority
From: Janet Spilman, Director of Planning
Item: 4.6.1 – Planning Activities Report
Date: February 4, 2019

Issue:
Information only.

DATA MANAGEMENT AND FORECASTING

• **Travel Model Validation** – Staff and consultants continue to make progress on revalidating the Sonoma County Travel Model. Staff have been working with local planners to update traffic analysis zone boundaries where appropriate in order to reflect current and future development trends and patterns. Consultants are reviewing and testing model scripts and code.

• **Modeling and analysis support** – Mapping, modeling, and analytic support has been provided for projects in Santa Rosa and Windsor. Staff is working with local staff and consultants on VMT estimation and reporting techniques.

• **Land use data and analysis** – Staff continues to update general plan build out estimates which are used as part of the travel demand modeling program. SCTA staff is currently processing feedback received from a number of local jurisdictions on general plan build out estimates and is using this feedback to prepare final buildout estimates for local review. Outreach is ongoing and staff continues to work with local planning staff to update and review existing conditions and general plan build out estimates.

• **Evacuation Modeling Workshop** – Staff held a workshop on evacuation planning with presentation from modeling consultant. Meeting was attended by emergency management staff from County and planning and public works staff from several cities.

PLANS

• **Transit Integration and Efficiency Study** – The Steering Committee has begun reviewing draft technical memorandums on documentation and preliminary evaluation for each topic area, with more to come over the next month. 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 be used to analyze projects and future scenarios as part of MTC’s modeling efforts. The Horizons effort has now released 3 perspective papers covering the following topics: Autonomous Vehicles, Travel Demand Strategies, and Regional Growth Strategies. Coming up this spring are an economic development report called the Future of Jobs, and Bay Crossings an analysis on the future potential bridges and tunnels across the Bay. The proposed schedule for PBA 2050 will require a call for projects planned for late February through late June. Staff plans to do one call for projects covering the Comprehensive Transportation Plan update and PBA.
PROGRAM MANAGEMENT

- **Safe Routes to School** – The Sonoma County Bicycle Coalition, consultant for the program, has kicked off a Safe Routes to School Bookmark Design Contest for students in grades 2-8 to write and draw about Using Your Senses While Walking or Biking. Deadline for the entry is March 1. Winning designs will be printed and distributed to schools and libraries.

  A sampling of locations receiving in-class SRTS instruction in January includes: Binkley Elementary (Santa Rosa), Wright Charter School (Santa Rosa), Evergreen Elementary (Rohnert Park), Fitch Mountain Elementary (Healdsburg) and Loma Vista Immersion Academy (Petaluma).

- **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** – Staff continues to work with Zipcar to raise awareness and promote the program. 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)** funds may be used for cost-effective projects that reduce on-road motor vehicle emissions within the Bay Area Air Quality Management District’s jurisdiction. Eligible project types include trip reduction, clean air vehicles and infrastructure, arterial management, and bicycle projects. A call for projects will be released in early February 2019. [http://scta.ca.gov/projects/funding/](http://scta.ca.gov/projects/funding/)

- **Transportation Development Act, Article 3 (TDA3)** funds may be used for bicycle lanes, bicycle and pedestrian paths, and related planning and marketing efforts. Sonoma County’s cities/towns and the County of Sonoma are eligible to apply. A pre-call for projects was released in January 2019 and a call for projects with final funding estimates will be released in February 2019. [http://scta.ca.gov/projects/funding/](http://scta.ca.gov/projects/funding/)

COORDINATION & OUTREACH

Local Activities

- Planning Advisory Committee meetings and workshops
- Spare the Air Resources Team – Worked with the Resources Team on outreach to employers on commute programs and website improvements.
- Sonoma County Area Agency on Aging Advisory Council, Transportation and Mobility Committee

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
- Bay Area County Transportation Authority Planners meetings
- Bay Area County Transportation Authority meeting
- Bay Area Planning Directors Steering Committee meeting

Policy Impacts:
All activities are consistent with SCTA policy.

Staff Recommendation:
Information only.
Staff Report

To: Sonoma County Transportation Authority
From: Dana Turrey, Transportation Planner
Item: 4.7.1 – Sonoma and Marin Regional Bike Share Pilot Program Request for Proposals
Date: February 2, 2019

Issue:

Shall the Board authorize the Executive Director to issue a request for proposals for operation and management of a regional bike share and shared mobility program for Sonoma and Marin counties?

Background:

In late 2017, the Metropolitan Transportation Commission’s (MTC) awarded SCTA and the Transportation Authority of Marin’s (TAM) $826,000 in funding from the Bike Share Capital Program Grant Program. SCTA and TAM’s joint proposal envisioned a regional bike share system focused around SMART Phase 1 Stations in Sonoma and Marin counties. In July 2018, the SCTA Board authorized a funding agreement between SCTA and MTC that included policy directives relating safety, equity, data, and system interoperability. Subsequently, SCTA and TAM released a Request for Information (RFI) to confirm current bike share models and technology that may be applicable to Sonoma and Marin counties. Five bike share operators and two planning firms submitted responses to the RFI, proposing a range of models and integration with other mobility services.

Utilizing information from the RFI responses, expertise drawn from recent research and collaboration, and recommendations from the 2016 Shift Sonoma County Bike Share Feasibility Study, SCTA and TAM developed a draft Request for Proposals (RFP) for a one-year pilot program. SCTA and TAM met with partner cities, organizations, and transit district staff, to review the draft RFP, proposed scope of work, and policy guidelines.

Request for Proposals:

Goals of the bike share pilot program include supporting train riders in getting to and from SMART stations, supporting vehicle miles traveled and greenhouse gas reduction, economic development, reduced automobile dependency and healthy lifestyles, and providing a low-cost alternative transportation option. Bike share can provide the benefits of bicycle transportation without the barriers of maintenance, storage, or transporting a bicycle on transit.

The draft RFP describes an operator-owned system of 300 or more GPS-equipped smart bikes (each bike includes a locking mechanism and transaction terminal) that are available on-demand 24 hours a day, seven days a week, through a range of membership options. The bike share operator would be responsible for installing a system, conducting marketing and outreach, and maintaining and operating the program. To address growing opportunities in shared mobility, the scope of work includes coordination with other shared mobility programs including coordinated trip planning, co-location of services, integrated fare or membership programs, and promotion. Integration of additional complementary shared mobility programs is
included as an optional task. The initial agreement with the bike share operator and partner agencies would be for a one-year period with the intention of developing a sustainable ongoing program.

The program and policies outlined in the RFP include a baseline for standards. The number and type of bicycles, service areas, member fees, integration with other mobility services, business model, additional shared mobility services, and other program details will be determined through the RFP and vendor negotiation.

**Procurement, Program Development, and Implementation**

SCTA and TAM propose an evaluation team made up of staff representation from SCTA, TAM, MTC, SMART, and one city from each county. Once a vendor is selected, SCTA and TAM will work with partner cities and properties to establish consistent framework for agreements with individual jurisdictions.

When approving the MTC funding agreement, the SCTA Board of Directors appointed a Bike Share Policy Advisory Committee made up of the SCTA Directors from Petaluma, Cotati, Rohnert Park, and Santa Rosa. Staff anticipates convening this Policy Advisory Committee to review and advise on the terms of agreements required with individual jurisdictions after vendor selection.

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

**Policy Impacts:**

Bike share can reduce the need for single-occupancy vehicle travel for short city-centered trips and through providing a first/last mile solution for transit trips. Bike share systems provide low cost access to bicycles for short trips and eliminate the barriers to owning and maintaining or traveling with a personal bike. Bike share can help alleviate congestion, reduce parking demand, and support economic development.

**Fiscal Impacts:**

The MTC Bike Share Funding Agreement provides $826,000 to SCTA and TAM for implementation of a bike share pilot program. The Cooperative Agreement with TAM establishes a shared funding and project management arrangement of the grant award from MTC, where up to $413,000 of the funds in the MTC Bike Share Funding Agreement may be used by TAM, or on behalf of TAM, to benefit the Marin County portion of the bike share program. SCTA and TAM must provide a local match of 11.47% or $94,700, which may be in-kind staff time divided between the two agencies. If a vendor is selected that offers the system at no cost to SCTA and TAM, MTC may restructure the funding agreement to support staff time and certain elements of the program. If operating subsidies are needed during the pilot period or in the future, SCTA may seek additional funds from grant programs and/or private sponsorship.

**Staff Recommendation:**

Staff recommends that the Board authorize the Executive Director to issue the attached Request for Proposals to procure a bike share vendor for the Sonoma and Marin SMART Access Bike Share Pilot Program.

**Attachment:**

Proposed Draft Request for Proposals
Interested Parties:

The Sonoma County Transportation Authority (SCTA), in partnership with the Transportation Authority of Marin (TAM), invites proposals from qualified contractors for professional services to develop, launch and operate a bike share system and shared mobility program in Marin and Sonoma counties as a pilot program to connect with the Sonoma-Marin Area Rail Transit (SMART) rail corridor. As outlined in the scope of work (Section 2 of the RFP), the contractor will help SCTA and TAM provide communities along the SMART corridor with the following:

- Locations for bike share at or proximate to SMART stations and at connecting employment and activity centers for first/last mile connections;
- System promotion in diverse areas including residential and employment sites;
- Increased access to transit
- Provide or coordinate bike share with other shared mobility services and other regional bike share programs
- Efficient operation of the bike share system during the pilot program; and
- Public outreach and stakeholder engagement

Proposals must be received by 5:00 p.m. on March 29, 2019.

One (1) electronic copy proposal should be emailed to dana.turrey@scta.ca.gov or mailed on a USB drive in .pdf format and two (2) hard copy proposals should be mailed to the following address:

Sonoma County Transportation Authority
411 King Street
Santa Rosa, CA 95404

Proposals and amendments to proposals received after the date and time specified above will be returned unopened. Questions regarding this RFP will be accepted through March 4, 2019 and should be directed in writing to Dana Turrey via email, dana.turrey@scta.ca.gov, or at the address shown below. Answers to the questions received will be given at the Pre-Proposal Meeting.

Sincerely,

Suzanne Smith
Executive Director SCTA
REQUEST FOR PROPOSALS

Regional Bike Share System & Shared Mobility Program
Sonoma and Marin Counties

Sonoma County Transportation Authority
Transportation Authority of Marin
411 King Street
Santa Rosa, CA 95404
(707) 565-5373

Key RFP Dates
Issued: February 5, 2019
Written Questions: March 4, 2019
Pre-Proposal Meeting: March 12, 2019
Submit Proposals: March 29, 2019
Possible Interview Dates: TBD, may be held in April or May 2019
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SECTION 1: OVERVIEW

Introduction

The Sonoma County Transportation Authority (SCTA) and Transportation Authority of Marin (TAM) are the countywide transportation planning and programming agencies in their respective counties. SCTA is governed by a Board of Directors representing each of Sonoma County’s cities and town councils – Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma and Windsor – and the Sonoma County Board of Supervisors. TAM is governed by a Board of Directors representing each of Marin’s cities and town councils – Mill Valley, Tiburon, Larkspur, Corte Madera, Novato, San Anselmo, San Rafael, Fairfax, Sausalito, Ross, Belvedere – and the Marin County Board of Supervisors.

SCTA and TAM are collaborating to develop a Bike Share System and Shared Mobility Program (System) that would operate at and around Sonoma Marin Area Rail Transit (SMART) stations in both counties. SCTA and TAM will be developing the System in partnership with SMART and the jurisdictions that commuter rail currently serves, including Larkspur, San Rafael, Novato, County of Marin, Petaluma, Cotati, Rohnert Park, and Santa Rosa. SCTA and TAM may extend partnerships to other jurisdictions within the two counties. The selected contractor will work closely with staff and key stakeholders from several jurisdictions and transit districts to coordinate, launch, and operate the System.

It is the intent of the SCTA and TAM to award a contract to the best-qualified firm or team that demonstrates experience in bike share implementation and operations, and meets the goals and policies laid out in this RFP. This RFP does not commit the SCTA or TAM to enter into a contract and the SCTA and TAM are not responsible for any costs incurred in preparation and submission of Proposals or in anticipation of a contract.

Background

SCTA and TAM are requesting proposals for the development, launch, and operation of a Bikeshare System along the SMART Corridor. Proposers are encouraged to present a program to coordinate bike share with other existing and/or future shared mobility systems, including but not limited to train and bus transit, scootershare, rideshare, pooled TNC connections, and carshare. Alternatively, proposers may present an Optional Task that provides shared mobility services as a complementary element of the bike share system.

TAM and SCTA received a grant from the Metropolitan Transportation Commission through the Bike Share Capital Program. The goal of this grant program is to expand bicycle access and facilitate multimodal transportation in connection with transit and other regional bike share operators. The grant is intended to support capital purchases or leases, and robust public outreach to ensure successful and equitable system access and usage. If capital purchases or leases are not necessary, the grant could be restructured to cover other implementation and management costs.

Project Leadership and Partners

The SCTA will be the primary point of contact and contract project manager for this effort to implement the System. SCTA and TAM will share responsibility for planning, implementation, and decision making. An Advisory Committee may be made up of representatives from SCTA, TAM, SMART the Metropolitan
Request for Proposals
Regional Bike Share System & Shared Mobility Programs
Sonoma and Marin Counties

Transportation Commission (MTC), and all cities involved in the pilot program. Project partners include SMART, the cities of Larkspur, San Rafael, Novato, Petaluma, Cotati, Rohnert Park, Santa Rosa, and may extend to other jurisdictions and large properties within the two counties.

Project Summary and Description
The Bike Share Pilot Program includes system design, construction, installation, marketing, outreach, operation, and maintenance of a bike share system and shared mobility program. The period of performance for these services shall include an initial term encompassing system development activities and one (1) year of system operations, with options for annual renewal, to be exercised at the SCTA/TAM’s sole discretion. The initial pilot project would include a one (1) year exclusive operations agreement with the selected Contractor.

Operating Area
The system will encompass a geographic area consisting of SMART station areas from Larkspur through Santa Rosa and key destinations with high potential for use (see the trailing map in this section as an overview). TAM developed a bike share feasibility study in 2013 (https://www.tam.ca.gov/planning/bike-share-feasibility-study/) and SCTA developed a bike share feasibility study 2016 (http://scta.ca.gov/planning/shift/bike-share). While the bike share industry and technologies have changed since completion of these feasibility studies, preliminary siting and service areas identified may be useful.

SMART currently offers commuter rail service between the San Rafael in Marin County and the Sonoma County Airport, north of Santa Rosa. SMART has near-term planned extensions to Larkspur to the south and Windsor to the north, and longer-term planned extensions to Healdsburg and Cloverdale to the north. Infill stations are being planned in Downtown Novato and north Petaluma. The bike share service areas would likely include Santa Rosa Downtown SMART Station, Santa Rosa Courthouse Square and Downtown, Santa Rosa Junior College (over 30,000 enrolled students), Rohnert Park SMART Station, Rohnert Park Sonoma Mountain Village, Sonoma State University in Rohnert Park, Cotati SMART Station, Cotati Downtown, Petaluma Downtown SMART Station, Petaluma Downtown, Downtown Novato, Novato San Marin SMART Station, Novato Hamilton SMART Station, San Rafael Civic Center SMART
Request for Proposals
Regional Bike Share System & Shared Mobility Programs
Sonoma and Marin Counties

Station, at or proximate to Northgate Mall in San Rafael, Downtown San Rafael SMART Station, Downtown San Rafael, and Larkspur SMART Station and Ferry Terminal. To date, the most popular SMART stations have been San Rafael Downtown, Petaluma, Santa Rosa Downtown, and Cotati. The precise service areas will be informed by the Contractor in coordination with SCTA and TAM, as well as outreach and user feedback. Maps showing these service areas are included in Exhibit C.

Bicycles and System
Bike share rentals should be available on-demand, 24 hours a day, seven days a week, through a range of membership options. An ideal system would consist of a minimum of 300 GPS-equipped smart bikes (each bike includes a locking mechanism and transaction terminal). The system should utilize geofenced service areas, dedicated hubs or bike racks. Prospective Contractors should use their professional experience and judgment to determine, articulate, and justify an appropriate system size and as part of the proposal responses.

The Contractor will be responsible for all aspects of the System launch and operations including: final system planning, any necessary permitting design; equipment purchases; construction/installation, if any; pre-launch and ongoing marketing; operations and maintenance; and, ongoing customer service financial transaction handling, dispute resolution, and evaluation and reporting. SCTA and TAM will work with cities to waive any necessary permitting fees. Bicycles and any proprietary station equipment and other system assets will remain the property of the Operator.

The bike share system should be coordinated with other existing shared mobility services, or as an optional task, provide other shared mobility services not such as but not limited to train and bus transit, scootershare, TNC services, and car sharing.

System Goals
The overall goal for the bike share system is to promote and encourage bicycling as a safe and sustainable mode of transportation for short local trips and provide first-mile and last-mile options to connect to and from the SMART rail stations. The System should provide convenient access and equitable connections to bike share from each SMART station to the surrounding neighborhoods. A high priority will be placed on developing a successful and sustainable bicycle sharing system that becomes an integral part of Marin and Sonoma’s overall transportation systems.

Operational Excellence
Our Bike Share System should create positive user experiences to maintain customers and attract new users. Operation should emphasize predictability, especially during peak commute times. Key performance indicators will be based on community objectives and sound business practices; they will be tracked through quantifiable measures reported regularly to SCTA/TAM by the operator. The Bike Share System will need to balance usage based performance measures with user revenue targets to emphasize consumer satisfaction in addition to financial sustainability.

Livability & Economic Competitiveness
The ideal bike share operator will be a strong partner that develops an innovative transportation system that improves our region’s livability and economic competitiveness. Collaborating closely with transit...
operators and city planners, and other stakeholders, the operator will ensure that bike share is cost competitive for users as an affordable alternative to driving alone. We will achieve these ambitions by maximizing the number of residents and visitors that are served by the bike sharing system with a focus on serving neighborhoods and destinations. An ideal System should be able to help the region’s employers draw and retain talent and raise the attractiveness of our region for business investment, infill development, and tourism. Through close partnerships with SCTA and TAM leaders, and participating jurisdictions, the operator will be able to track new infill development opportunities, and thereby pair affordable mobility with smart growth land use practices.

Finances & Transparency
A bike share operator will need to create a System that is financially sustainable, transparently operated, and accountable to the public. While SCTA and TAM have already secured a grant for capital and initial program outreach, the operator will be responsible for designing and implementing a business model that incorporates plans for generation of capital funding to replace equipment as needed and for expansion to new locations and communities. The operator will need to clearly communicate program performance and effectiveness to stakeholders and the public. They will also need to work closely with SCTA, TAM, and various stakeholders to maximize opportunities for private sponsorship and support; thereby, minimizing the need for additional public funding.

Health and Safety
Marin and Sonoma’s Bike Share System will provide residents and visitors with a safe mode of transportation that promotes active and healthy living. It will foster an active lifestyle and help to improve air quality by diverting a greater share of vehicle trips to bicycling. The operation of the System in tandem with membership marketing and messaging will promote a culture of safety among bicyclists as well as pedestrians and motorists. The Bike Share System will support other public health objectives such as improved access to fresh foods, community events, and green space.

Policy Conditions
To help promote safety, equity and bike interoperability in the Bay Area, as required by the grant funding provided by the MTC, the System must include the following:

1. A service area that includes at least 20% in communities identified as within a ¼-mile of a Community of Concern (COC), Community Air Risk Evaluation (CARE) Program Area; or in communities with a developed community based transportation plan for low income or disadvantaged communities (TAM and SCTA will work with the Contractor to ensure this policy is met in the final service area design);
2. Use of the Clipper® card as a membership identifier (Clipper is a standard MIFARE DESFire EV1 contactless smartcard:https://www.mifare.net/en/products/chip-card-ics/mifare-desfire/mifare-desfire-ev1/. It is compliant to all 4 levels of ISO/IEC 14443A and uses optional ISO/IEC 7816-4 commands.);
3. Bicycle safety standards which meet or exceeding International Organization for Standardization (ISO) 4210: Safety Requirements for City and Trekking Bicycles;
4. Data sharing with SCTA and TAM, including quarterly trip and membership data; other additional applicable data that may inform annual program analysis related to mode shift, safety, public health and equity; GBFS format data to monitor parking, trip, and route demand;
5. Comply with data privacy conditions (see Exhibit D).
SECTION 2: SCOPE OF WORK

The selected Contractor will provide services in the areas of system development, procurement, installation and launch, system operations and maintenance, and financial and business operations, as described below. SCTA and TAM encourage technological, business model, and programmatic innovation; and therefore, proposers may adapt or modify the following scope of work. Any revisions, omissions or additions to the scope of work should be explained in the proposal, as described in Exhibit A: Proposal Requirements.

A. System Development, Marketing, Outreach, and Launch

1. Organizational Development Design and set up or already have in place and describe a business organization that is capable of completing all tasks in this scope of work. This will include office and warehouse setup, staffing, administrative and office systems, risk management, legal compliance (including preparation of all waivers, legal disclaimers, etc.), accounting and reporting systems, policy manuals, user rules and regulations, payroll, HR systems and other activities and systems as needed.

2. Finalize Hub/Station Locations and Bicycle Parking Conduct site analysis and permitting, including:

   i. Propose refined hub or station locations and service areas in consultation with SCTA/TAM staff, including public planning processes that engage diverse populations and a variety of stakeholders, including city planning staff, employers, and transit operators. Contractor will schedule, coordinate logistics for, and staff any necessary meetings with stakeholders to finalize service areas and/or station locations including but not limited to affected property owners, community members, major employers, transit operators. Consider web-based crowdsourcing or similar method of gathering input on public demand for bike share locations.

   ii. Conduct site-level feasibility analysis of proposed station locations and bicycle parking, and must receive approval from the SCTA, TAM, and partners on final station and parking locations.

   iii. Recommended System size, measured in geographic service area, number of bikes, number of bikes per square mile, average distance between parking areas, and service area in square miles in disadvantaged communities. SCTA and TAM will work with the Contractor to ensure that at least 20 percent of the service area, stations, and/or hubs are in communities identified in Section 1 under Policy Conditions.

   iv. Secure all permitting if required for station locations or service areas with support from SCTA and TAM. The station areas shall provide sufficient new bicycle parking spaces to meet estimated demand for each station and/or service area. Some or all station locations may be influenced or restricted by sponsor agreements, grants awards, and/or municipal requirements. With support from SCTA and TAM, the selected contractor will work with the Cities of San Rafael, Larkspur, Novato, Petaluma, Cotati, Rohnert Park, and Santa Rosa, and other
partners such as Santa Rosa Junior College, Sonoma State University and private landowners to get public and private space commitments and secure all required permits according to the processes identified by the City, college, and/or private landowner.

3. **System Launch** Plan and execute a high profile, timely, smooth and effective System Launch.

4. **Public Relations** Create and execute a campaign, in collaboration with local partners, to build local enthusiasm and interest in bike sharing ridership, membership and secure any potential sponsorship by the time of the launch. Outreach efforts should include traditional and social media and other public relations techniques and should include specific strategies to reach diverse populations. Outreach efforts should also include staffing in the first month of launch to demonstrate registration, rental, proper parking, and safe riding for groups of new users. Contractor should also develop messaging to ensure that users know how to safely and properly use the system upon launch (e.g. compliance with helmet regulations, proper locking of bicycles, etc.).

**B. Procurement, Installation**

1. **Equipment Procurement** Procure (manufacture and/or purchase) and set-up entire hardware and software for front and back of house ongoing operations including, but not limited to, all on street system components and supplies and equipment for office management, maintenance and distribution. Equipment purchase should include but may not be limited to initial equipment and spare parts, charging infrastructure and equipment, any new bike parking facilities, information technology equipment and software applications, licensing, upgrade assurances, and necessary warranties. Bicycle and station equipment will remain the property of Contractor, with the exception of any standard bike racks installed which will remain property of the cities or partner properties.

   i. **Bicycles** should be designed to accommodate, to the best extent feasible, people of all shapes and sizes. Bicycles should meet or exceed International Organization for Standardization (ISO) 4210: Safety Requirements for City and Trekking Bicycle safety standards. Bicycles must have always-on front and back lights that are visible from a distance of at least 300 feet under normal atmospheric conditions at night. Front and rear lights must stay illuminated for at least 90 seconds after the bike has stopped. Each bicycle must have a unique identification number. Please include recommended number of bicycles in cost proposal (**Exhibit B**).

   ii. **Bike parking infrastructure** should be designed to be flexibly deployed in a variety of surfaces and configurations, without interfering with sidewalks, traffic, or other street operations. Contractors proposing a dockless system or any variation or combination thereof will be required to work with the partner cities and property owners to install bike racks and/or bike corrals throughout the system area sufficient to ensure user convenience and to ensure misparked
bicycles do not create a public nuisance or hazard. Please include recommended number and type of bicycle parking spaces in the cost proposal.

iii. Additional equipment needed shall be described in the scope and cost proposal. This may include spare parts, charging infrastructure and equipment, kiosks, signage, information technology equipment and software applications.

2. Maintenance and Office Facility Identify, secure and set up, or already have in place, a local space and office systems for operations, maintenance, repair, equipment storage and distribution, as well as for business and financial affairs, customer service, public affairs, marketing and membership fulfillment. It is highly desirable that Contractor’s project manager and operations manager are both based in the Bay Area.

3. Program Website and Smart-phone Apps Design, maintain, and host a program website that provides information about and promotes the program and allows users to register, submit credit card data, and execute a user agreement. Ensure web pages display correctly on all major web browsers and mobile devices/formats. Contractor will also develop or provide a program smart phone app for iOS and Android formats that provides all the same information and functionality as the program website. Website and apps will include a clearly-written Frequently Asked Questions (FAQs) section and should be available in multiple languages to ensure widespread accessibility to Marin and Sonoma communities.

4. System Installation Install or otherwise implement the System on the streets in compliance with all relevant regulations, permit and contract requirements. Contractor shall promptly repair or replace any sidewalk or other City property that is damaged in the course of system installation.

5. System Testing Field test all integrated components of entire system (hardware and software) prior to launch to SCTA and TAM’s satisfaction. Identify and resolve problems and make any necessary system improvements before launch.

C. System Operations and Maintenance

1. Real-time System Information Provide a system to track bicycles and station and dock status. Populate an interactive map with location and status of bicycles throughout service area along with optional address and directions, and transit information. Map updates will be provided to the system website and iOS and Android Apps in real-time to enable users to locate stations and status of bicycles.

2. Open Data The Contractor shall make available open content data that will allow third party developers to provide applications to assist users in finding bicycles, and stations, and comparing travel and usage information consistent with reports from other US systems. Contractor shall make real-time data available in General Bikeshare Feed Specification (GBFS) and/or Mobility Data Specification (MDS) format. The Contractor shall also provide monthly anonymized data on user origins and destinations, trip
length, trip time, and demographic information (age, sex, zip code). The Contractor shall work with SCTA and TAM to conduct user surveys on a semi-annual basis.

3. **Customer Service** Provide responsive and customer-friendly services that encourage repeat use, including timely response to complaints. Contractor will be required to submit for SCTA/TAM approval a system for creating and managing excellent customer service standards and procedures. At a minimum, system users should be able to report system comments and complaints to Contractor using a telephone hotline, a system website with a comment form or email address, and via program smart-phone apps. All system equipment shall contain a conspicuously posted telephone number and instructions for filing a complaint. The Contractor will provide a shared database in which SCTA/TAM can communicate complaints from the public and from the partner cities and properties, and in which the Contractor can report the resolution of such complaints. The Contractor will provide a timely response to any customer inquiries or complaints, according to agreed upon service standards, and failure to meet service standards may result in financial penalties subject to negotiation during finalization of Service Agreement.

4. **Maintenance and Repair** Contractor will be required to submit for SCTA/TAM approval a plan for developing and implementing a regular inspection, maintenance and repair schedule that keeps the system and the bicycles in continuous compliance with all local regulations, partner contracts (e.g. property owner agreements, sponsor agreements, etc.) and warranty requirements. System maintenance shall include preventive maintenance, inspection and prompt repair or replacement of all system hardware and software elements including but not limited to terminals, signs, bicycles, bicycle components, concrete or asphalt beneath stations, solar panels (if applicable), website, operating system and all software. It will also include inspecting, cleaning and removing graffiti from system structures on a timely basis, as well as removal of debris in and around the system structures. System maintenance and repair will comply with agreed upon service standards, and failure to meet service standards may result in liquidated damages subject to negotiation during finalization of Service Agreement.

5. **System Balancing** Monitor the location of each bicycle and, if applicable, the status of each station and dock. Continuously and predictably redistribute bicycles so that the system provides users with consistent availability of bikes throughout the service area and, if applicable, consistent availability of spaces in which to dock a bicycle at the end of a trip. Contractor shall respond to and relocate, retrieve, or remove any misparked bicycles in a timely fashion. System balancing will comply with agreed upon service standards, and failure to meet service standards may result in liquidated damages subject to negotiation during finalization of Service Agreement.

6. **Helmets & Safety** Develop a safety program that includes outreach about safe and legal riding practices and provides incentives for the use of helmets. These efforts should be coordinated with local and countywide bicycle safety education efforts and should utilize a range of media capable of reaching different audiences.
7. **Outreach and Public Relations** Oversee all system outreach, public relations, and membership sales. Conduct ongoing promotion and outreach after system launch to raise awareness about the system and ensure users are provided with information on how to safely and conveniently enroll in and use the system. Promotion and outreach should utilize a range of media and methods, including working with community based organizations as applicable, in order to effectively and appropriately reach a diverse spectrum of Marin and Sonoma County residents, employees, and visitors.

8. **Branding and Marketing** Oversee all system branding and marketing. Contractor may submit a proposal to provide service to secure sponsorship and advertising work; this goal oriented plan shall outline how the Contractor will secure funding through advertisement or corporate sponsorship to offset the cost of bike share operations. All branding, marketing, and any sponsorship and advertising should comply with local ordinances. Any advertisement or sponsorship agreements will be between the Contractor and the sponsor or advertiser. Branding, marketing, sponsorship, and advertising must be approved by the SCTA and TAM.

9. **Reporting** At monthly, quarterly, and annual intervals, Contractor shall submit reports that track Key Performance Indicators (KPIs) against agreed upon service standards. At a minimum, reports will include a monthly public-facing “snapshot” report that tracks overall membership and usage levels; monthly management reports for SCTA/TAM project managers that monitor KPIs against agreed upon service standards, as well as monthly business/financial metrics; and an annual report available to the public and interested stakeholders. Contractor will be available to present to SCTA, TAM, and their respective Boards and/or Advisory Committees on an as-needed basis. Annual reports should include program data and analysis related to mode shift, safety, public health, and equity. Contractor may also propose a “dashboard” or Application Program Interface (API) that enables the SCTA/TAM to track some or all KPIs in real-time.

D. **Business and Financial Operations**

1. **Registration** Provide and maintain in full operation a form within the program website and smart-phone apps that enable users to register, submit credit card data, and execute a user agreement. After registration, members should be able to immediately access a bike (i.e. walk-up utilization). Membership of various durations (such as 30 minutes, hourly, daily, weekly, monthly and/or annual) shall be available. The system must use Clipper® (the Bay Area’s electronic transit fare payment system) as a membership identifier (i.e. mechanism to check out or unlock bicycles).

2. **Secure Financial Transactions and Data Privacy** Complete secure financial transactions with data input at the web page, through station kiosks/terminals, or by smart-phone. Financial data must be held securely in a manner that complies with all laws and is only accessible to authorized personnel. Contractor shall develop a robust security policy. The Contractor must ensure that its security policy is enforced, report any breaches to SCTA/TAM, and develop a corrective plan to prevent future breaches. The method for protecting financial data, user names, and addresses, must be Payment Card Industry
(PCI) compliant and satisfy Data Privacy Conditions in Exhibit D. Any sharing of user data with third parties or access to camera, photos, files, contacts, location services, or other data as part of smart phone “app” should be clearly and explicitly disclosed to users as part of user agreement, with clear opt-in or opt-out abilities.

3. **Fee Collection** Track whether bicycles are returned during a specified period and accurately assess overtime fees. Clearly communicate rules regarding duration of usage of bicycles and fees to users.

4. **Revenue** All revenues, including membership fees, use fees, and revenue from other sources, will be collected by the Contractor. Contractor may propose opportunities for profit sharing with SCTA/TAM or reinvestment of net revenues in the system. Proposals shall include a proposed membership model and fee structure for users of the System, including promotions and a program for discounted or free low-income membership.

5. **Records** Maintain all business-related, accounting and customer service-related records and make them available to SCTA/TAM upon appropriate notice for inspection and auditing.

6. **Billing and Compensation** Contractor shall submit invoices to SCTA based on an agreed upon schedule. SCTA/TAM anticipate that the Contractor will be compensated on a cost plus fixed fee basis. Any change in the fees between pre-launch and system operations phases of the project must be reflected in the cost proposal. The monthly fee may, if needed, cover a reasonable number of station relocations or system adjustments, as agreed upon during Regular Operations Reviews.

7. **Regular Operations Review** Review and provide on a quarterly basis reports, maps, and data pertaining to membership, ridership, fee structure, and trips and routes. Contractor will also share all raw data related to user complaints with SCTA/TAM. Based on the data Contractor is expected to develop recommendations that promote increased use of the system, promote closer coordination with Bike Share System partners (e.g. transit operators, major employers), and reduce or eliminate any operating deficits. Any recommendations for complementary bicycle or pedestrian infrastructure or transit service improvements will need prior SCTA/TAM approval. Contractor will meet with SCTA/TAM or other partner agencies or stakeholders as needed to discuss program modifications.

8. **Risk Management** Contractor will purchase, manage, and maintain all necessary insurance policies needed to protect all people and property related to the program. Contractor shall indemnify, hold harmless, and defend the SСTA, TAM, MTC, City of Santa Rosa, City of Rohnert Park, City of Cotati, City of Petaluma, City of Novato, City of San Rafael, City of Larkspur, and partner properties (including their respective elected officials, officers, agents and employees) from and against any and all claims, litigation, demands, damages, liabilities, costs, and expenses, including court costs, attorney’s fees, experts fees and other costs and fees of litigation or other dispute resolution proceedings (“Claims”) resulting or arising from Contractor’s performance, or failure to
E. Shared Mobility

1. **Integrate with Shared Mobility Services** Coordinate with other shared mobility programs along the corridor. Current programs include train and bus transit, carshare in San Rafael (2 Zipcars), Santa Rosa (2 Zipcars), Sonoma State University (2 Zipcars), Lyft Get SMART 17 ($5 promotion for first/last mile connection from SMART stations in Marin County, Emergency Ride Home (available to employees and college students in Marin and Sonoma counties). Coordination may include, but is not limited to, integration of multiple services in trip planning apps, co-locating services, integrated fare or membership programs, and coordinated program promotion.

2. **Optional Task: Expand Shared Mobility Options** Provide complementary service together with bike sharing such as, but not limited to, scootershare, TNC services, and car sharing.

SECTION 3: TENTATIVE SCHEDULE

The following is a tentative project schedule and milestone requirements for the project.

**Release RFP:** February 5, 2019  
**Written Questions:** March 4, 2019  
**Pre-Proposal Meeting:** March 12, 2019  
**Proposals Due:** March 29, 2019, by 5:00 p.m.  
**Interview Dates:** TDB likely in April or May 2019  
**Contract Approval:** Spring/Summer 2019  
**Kick-Off Meeting:** Summer 2019  
**Program Launch:** Beginning Launch Activities mid to late 2019  
**Pilot Program Period:** Minimum of twelve months from program launch
SECTION 4: ELIGIBILITY, EVALUATION AND AWARD

Eligibility Requirements

This RFP is open to all interested firms. Firms must certify in a cover letter that it meets the following conditions:

1. Is not in litigation adverse to SCTA, TAM, SMART, City of San Rafael, City of Novato, City of Larkspur, County of Marin, City of Petaluma, City of Cotati, City of Rohnert Park, or City of Santa Rosa; or in other litigation that may have a significant and adverse impact on the ability to perform services for SCTA and TAM.

2. Does not represent clients in litigation adverse to SCTA, TAM, SMART, City of San Rafael, City of Novato, City of Larkspur, County of Marin, City of Petaluma, City of Cotati, City of Rohnert Park, or City of Santa Rosa; or in other litigation that may have a significant and adverse impact on the ability to perform services for SCTA and TAM.

3. Has the resources and commitment to complete all components of the project in a timely manner, as outlined in the Scope of Work.

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

Evaluation Procedure

An Evaluation Committee will be appointed to review all proposals received. The committee will be comprised of SCTA and TAM staff and may include members of a Bike Share Technical Advisory Committee, Bike Share Policy Advisory Committee, or outside personnel. The committee members will read the proposals separately then convene to discuss and review the written proposals. Each member of the selection panel will then evaluate each proposal using the criteria identified below to arrive at a “proposal score” in the range of 0 to 100 for each proposal. A list of top ranked proposals will be developed based upon the totals of each committee member’s score for each proposal.

Employees and Committee Members will not participate in the selection process when those employees have relationships with a person or entity submitting a proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any firm submitting a proposal who has such a relationship with a SCTA or TAM employee who may be involved in the selection process shall advise the SCTA of the name of the SCTA or TAM employee in the proposal.
Evaluation Criteria
The Evaluation Committee will review all proposals submitted on time. The committee will evaluate the proposals and make a selection based on the following criteria:

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<th>Technical Criteria</th>
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<td><strong>Operator Capacity</strong></td>
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<td><strong>Demonstrated technical ability, including:</strong></td>
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<td>• Key staff’s skills and availability to overcome the challenges encountered with designing and operating the system and organization while balancing the needs and interests of multiple stakeholders;</td>
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<tr>
<td>• Knowledge of bike sharing systems’ hardware and information technology components – what works and what doesn’t; emerging trends and innovations</td>
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<td><strong>Project Understanding and Capacity, including:</strong></td>
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<td>• Clear relationships with subcontractors and rigorous project management methods</td>
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<td>• Familiarity with all relevant State and Federal regulations and procedures.</td>
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<td>• Knowledge of the Sonoma/Marin Region, its challenges, and its assets will be key to launching a system quickly and on schedule.</td>
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<td><strong>System Quality and Attractiveness</strong></td>
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<td><strong>Proposed System Elements</strong> provide a safe, secure, and accessible bike share system, in which all system elements, hardware, and information technology components operate seamlessly.</td>
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<td><strong>Flexible System Elements</strong> can be tailored to meet the demands of our developing region’s diverse areas such as:</td>
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<td>• Downtown cores and SMART station areas in partner cities</td>
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<td>• University students of Santa Rosa Junior College and Sonoma State University</td>
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<td>• Disadvantaged communities that depend on affordable and reliable transportation</td>
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<td><strong>Seamless Customer Service</strong> experience for users that minimizes interaction between users and the sponsoring and partnering agencies</td>
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<tr>
<td><strong>System Integration</strong>, including fare integration and regional bike share system integration</td>
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Sustainable and Innovative Business Model

Proposal reflects a sustainable business model that:
- Minimizes capital and operational costs
- Demonstrates ability to attract sponsors and private investment, if needed to sustain operations and/or special programs
- Includes a plan to cover future system expansion
- Includes a plan to address maintenance costs and recapitalization
- Demonstrates financial responsibility, including firm’s ability to finance the setup of the System and to accept payment in arrears for work and services provided.

Proposal includes an innovative approach and technology which demonstrates the ability to:
- Leverage existing experience with proven technology to reduce risk
- Take advantage of the latest emerging trends and innovations in the field
- Pilot innovative technologies that can increase ridership and reduce operating costs
- Manage bicycle distribution, parking, and charging (if applicable) to optimize reliability and minimize improper parking
- Provide SCTA/TAM with continued hardware and software upgrades as the product evolves in the future so that the generation that is first installed remains functional and the system remains state of the art
- Proposal demonstrates business practices and other benefits of new technologies, such as offering flexible rider prices and discounts.

Equity and Rider Education

- **Equity Plan**: may include opportunities for reduced or free memberships for low-income users, alternative payment methods for unbanked, reservation and payment options for non-smartphone users.

- **Rider Education Plan**: may include approach to educating riders about traffic and riding rules, safe and appropriate riding and parking, and system usage.

Data Collection

Proposal includes a description of the technology and procedures the applicant will use to collect, process, and submit the following:
- real-time data on the status and location of each device in the service area
- data on each trip that begins or ends in the service area, including the time and location of trip start, waypoints, and trip end (“trip data”)
- data on student usage
- data on reports the vendor receives about improperly parked, broken, and idle devices, and the vendor’s response to those reports
- data on all incidents in which the vendor’s devices or personnel were involved in a collision, accident, injury, or property damage;
Proposal includes a description of the **data integrity or accuracy limitations** of the applicant’s data collection, processing, and sharing technology and procedures.

Proposal includes a description of how the applicant will **notify each rider at least once during the pilot period about the types of data it collects** from riders and devices and the types of data the vendor reports to others.

Proposal includes **a copy of any user agreements** the rider must accept in order to use the applicant’s service.

During the evaluation period, the SCTA/TAM may interview some or all of the proposing firms. Interviews are likely to be scheduled during the month of April or May 2019. The interview may consist of a short presentation by the Proposer after which the evaluation committee will ask questions related to the firm’s proposal and qualifications. The committee will use pre-established criteria during the interview process to score and make their final recommendation.

If an interview process is conducted, the final compilation on which firms will be ranked, are weighted as follows: Proposal phase 75%; Interview phase 25%.

The SCTA reserves the right to select a contractor based solely on written submittals and not convene oral interviews. If oral interviews are necessary, the selected Proposer will be requested to make a formal presentation. The Evaluation Committee will recommend one contractor from those interviewed. The recommendation will then be forwarded to the Executive Director for action.

The SCTA/TAM reserve the right to select the proposal which in its sole judgment best meets the needs of the SCTA/TAM.

**Examination of Proposal Documents**

By submitting a proposal, proposer represents that they have thoroughly examined and become familiar with the work required under this RFP and that the firm is capable of performing quality work to achieve the Bike Share Pilot Program scope of work as set forth in **Section 2**.

**Addenda**

Any changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. SCTA will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of verbal instructions.

**Clarifications**

1. Examination of Documents: All relevant documents pertaining to the pilot program are included in this RFP as sections, exhibits, or links.
2. Submitting Questions

a. All questions must be in writing and must be received by the SCTA no later than 5pm on March 4, 2019. Thereafter the SCTA will enforce a Blackout period, detailed in the section below.

b. Any of the following methods of delivering written questions are acceptable as long as the questions are addressed to Dana Turrey, and are received no later than the date and time specified above:

   Mail: Sonoma County Transportation Authority
   411 King Street
   Santa Rosa, California 95404

   E-Mail: dana.turrey@scta.ca.gov

c. Responses: Responses from the SCTA will be provided in writing during the pre-proposal meeting and posted online immediately following the pre-proposal meeting.

Blackout Notice

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

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

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

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

Pre-Proposal Meeting

A voluntary pre-proposal meeting to discuss the questions received related to the RFP shall be held on March 12, 2019, 2:00-3:00 p.m. at:

Transportation Authority of Marin
900 Fifth Avenue, Suite 100
San Rafael, CA
Confidentiality of Proposals

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

In the event that the Proposer desires to claim portions of its proposal as exempt from disclosure under the California Public Records Act, it is incumbent on the Proposer to clearly identify those portions with the word “confidential” printed on the lower right-hand corner of the page. SCTA will consider a Proposer’s request for exemption from disclosure; however, SCTA will make its decision based on applicable laws. An assertion by the Proposer that the entire proposal is exempt from disclosure will not be honored.

Firms are advised that the SCTA does not wish to receive confidential or proprietary information and those proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:

[Legal name of proposer] shall indemnify, defend and hold harmless the SCTA, TAM, and MTC, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys’ fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this proposal that [legal name of proposer] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

Pre-Contractual Expenses

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

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

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

Joint Offers

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

Insurance and Agreement Provisions

The Proposer must satisfy the insurance requirements that are deemed acceptable to all public agency partners and mutually agreed upon for the Professional Services Agreement. The successful Proposer will be required to adhere to the provisions, terms, and conditions of the agreement, the attached standard Professional Services Agreement is provided as a reference to typical requirements of SCTA.
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(Exhibit E). Objections to any provisions must be identified in the proposal. No response will signify that the agreement is acceptable as written.

Unless otherwise authorized by SCTA, the selected contractor will be required to execute an agreement with the SCTA for the services requested within sixty (60) days of the SCTA’s notice of intent to award. If agreement on terms and conditions acceptable to the SCTA cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of the SCTA, the SCTA reserves the right to retract any notice of intent to award and proceed with awards to other contractors, or not award at all.

Levine Act
The selected contractor team will be required to disclose on the record any contribution of $250.00 or more which they have made to an SCTA or TAM Director within the twelve-month period preceding submission of the RFP. This applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation, which is part of your team. If you have made a contribution which needs to be disclosed, you must provide written notice of the date, amount and receipt of the contribution(s) in writing to the SCTA Executive Director, Suzanne Smith. This information is required before the SCTA or TAM will execute any contract.

Lobbying
Any consulting firm submitting a proposal or a party representing a firm shall not influence or attempt to influence any member of the selection committee, any member of a city council within Sonoma County or Marin County, their respective Board of Supervisors, any member of the SCTA or TAM Board of Directors or any employee of the SCTA or TAM, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their proposal.

Award
Acceptance of a proposal or other material during the selection process does not constitute a contract and does not obligate the SCTA or TAM to award funds. Funding is subject to final contract approval by the SCTA Board of Directors and may also be subject to approval by the TAM Board of Directors. SCTA and TAM reserve the right to reject any and all responses without penalty and to act in the best interest of the SCTA and TAM. The SCTA and TAM will evaluate the proposals received and will submit the proposal considered to be the most competitive to the SCTA and TAM Board of Directors, for consideration and selection. The SCTA and TAM may also negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the SCTA and TAM.

Negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain Proposer’s most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.
The SCTA and TAM reserve the right to:
1. Reject any or all submittals;
2. Issue subsequent Requests for Proposals;
3. Alter the Selection Process Dates;
4. Remedy technical errors in the RFP process;
5. Investigate the qualifications of all firms under consideration;
6. Confirm any part of the information furnished by a Proposer;
7. Obtain additional evidence of managerial, financial or other capabilities;
8. Approve or disapprove the use of particular subcontractors;
9. Negotiate with any, all, or none of the Proposers;
10. Solicit best and final offers from all or some of the Proposers;
11. Award a contract to one or more Proposers;
12. Accept other than the lowest Proposal;
13. Waive informalities and irregularities in Proposals;
14. Withdraw this RFP at any time without prior notice and the SCTA and TAM make no representations that any contract will be awarded to any Proposer responding to this RFP; and
15. The SCTA and TAM reserve the right to postpone proposal openings for their own convenience.

Notification of Award
Proposers who submit a proposal in response to this RFP shall be notified by email regarding the firm who will be recommended for award of the contract. Such notification will be made ten (10) days before the date the contract is awarded.

Filing of Protest
Bid protests for contracts awarded for professional services shall be submitted and responded to in accordance with the following requirements.
Any directly affected party who is aggrieved in connection with the solicitation or award of a contract may file a protest regarding the procurement action.

Such protest must be filed in writing with:
Sonoma County Transportation Authority
411 King Street
Santa Rosa, California 95404
Attention: Suzanne Smith

Protests must be filed within five (5) calendar days from the date notice of intent to award is issued. Failure to timely file a protest shall constitute a waiver of any right to protest. Untimely protests will not be accepted or considered. Any protest shall:

- State in detail each and every ground asserted for the protest, citing to the law, rule, local ordinance, procedure or bid provision on which the protest is based; and
- Identify the remedy sought.
Note: Specification related protests must be fully supported by technical data, test results, or other pertinent information that a rejected product or service offered is equal to or better than the specification requirement

Protest Resolution Process

Informal resolution
After receiving a protest, the Executive Director will, at the earliest convenience, contact the protesting party to seek informal resolution and/or to clarify the issues.

Written response
Within fourteen (14) calendar days following contact with the protesting party for informal resolution, the Executive Director shall provide a written response to the protesting party. The letter constitutes the SCTA’s final decision on the protest and shall be considered the final agency action.

No Stay of Procurement Action During a Protest
Nothing in these Policies and Procedures shall be deemed to prevent the SCTA from proceeding with negotiations or awarding a purchase order or contract while a protest is pending.

Remedies After an Award
If, after an award, it is determined by the Executive Director that a solicitation or award of a contract is in violation of this RFP or the protest procedures outlined above, then the following criteria will be employed to resolve the dispute.

1. If the person or entity awarded the contract or purchase order has not acted fraudulently, or in bad faith:
   • The contract or purchase order may be ratified and affirmed, provided it is determined that doing so is in the best interest of the SCTA; or
   • The contract/purchase order may be terminated.

2. If the person or entity awarded the contract or purchase order has acted fraudulently or in bad faith, the contract or purchase order shall be declared null and void
EXHIBIT A: PROPOSAL REQUIREMENTS

The Scope of Services (Section 2) should clearly explain the proposed system design and operations, and the Cost Proposal and Financial Plan (Exhibit B) should serve as a business plan and should clearly itemize all system costs and revenues for pre-launch activities and each year of operations.

One (1) electronic copy proposal should be emailed to dana.turrey@scta.ca.gov or mailed on a USB drive in .pdf format and two (2) hard copy proposals should be mailed to the following address: Dana Turrey, Sonoma County Transportation Authority, 411 King Street, Santa Rosa, CA 95404 no later than 5:00 p.m. on March 29, 2019. Proposals received after the above-specified date and time may be returned to Proposers unopened. The proposal should not exceed 30 written pages (excluding cover letter, proposal cover, table of contents and supplemental information, such as firm brochures and resumes, and appendices). Supplemental information and appendices should be relevant and brief.

Printing is to be on double-sided, 8-1/2” X 11” paper, using a minimum font size of 11. Proposals shall be organized using the following format:

1. **Cover Letter**: Identify the prime contractor and describe any subcontract arrangements. Please identify the name, title, address, phone number, and signature of the person who is authorized to negotiate for the team, and indicate that the proposal represents a firm binding offer for 90 days.

2. **Exceptions/Deviations**: State any exceptions to, or deviations from, the requirements of this RFP and segregate "technical" exceptions from "contractual" exceptions. If proposers wish to propose alternative approaches to meeting the SCTA's technical or contractual requirements, these should be thoroughly explained, referencing the relevant section(s) of the RFP. Please specifically identify any portions of SCTA’s standard form Service Agreement (see Exhibit E) which the Proposer desires to amend (either by addition, deletion, or modification). Disclose any past, ongoing, or potential conflicts of interest which the Proposer may have as a result of performing the work for this program.

3. **Table of Contents**: A listing of the major sections in the proposal and the associated page numbers.

4. **Introduction and Project Understanding**: Describe the understanding of the geographic area and demand for bike sharing, and other shared mobility options in Marin and Sonoma counties along the SMART corridor. Demonstrate ability to meet the goals of the program.

5. **Proposed System**: Describe your approach in meeting the task objectives outlined in the Scope of Work in this RFP. This should include:
   a. **Description of Equipment**: Provide an overview of the proposed bicycle and station equipment. Please include information on capital and operations cost, safety features, vandalism/theft resistance, accessibility to a wide range of users, user comfort features, locking mechanisms, and other relevant parameters. Describe the weight, materials, and design features of bicycles and materials, size, and configuration of stations. Describe any civil, electrical, or other work required to install stations. For dockless or hybrid systems, describe plan to provide additional bicycle parking that will be needed for successful system operations including type, typical locations, amount, and method of installation.
b. **Description of System Operations** Describe how the proposed system will operate (station/dock/hub-based vs. dockless vs. hybrid system) and describe how and where users will leave/lock bicycles at the end of trips for a dockless or hybrid system. Describe how maintenance and rebalancing and removal, retrieval, or relocation of misparked bicycles will be accomplished, including resources available to conduct these activities. Describe resources that will be available to resolve customer service complaints and payment disputes, including which resources/channels will be available during normal business hours and which will be available during evenings and weekends.

Describe protocols/procedures for special events (e.g. street festivals), emergencies (e.g. earthquakes), or extreme weather (e.g. flooding).

Describe step-by-step how the public can apply for membership, check out, and check in bikes. Provide screenshots or mockups of program website and smart-phone apps as applicable. Describe any options for payment for users without credit cards or bank accounts. Describe user notifications including when, why, and how notifications are sent.

c. **Proposed Station Locations and Estimated System Demand** As applicable, provide a map of proposed station locations and/or service areas and describe the approach/criteria used to site stations or hubs. Provide a recommended system size measured in number of stations, bikes, bikes per square mile in each service area, average distance between station areas or bikes. Describe how the proposed system size is appropriate to support connections to the SMART system in Marin and Sonoma counties.

d. **Pricing and Membership Options** Describe proposed membership levels and pricing. Provide a schedule of any membership fees and penalties. Describe any relevant discounts and integration with regional fare payment systems or integrated fare discounts. Describe any low income membership or fare discount options.

e. **Program Marketing and Public Education** Describe proposed marketing and public education efforts including use of traditional media, social media, community meetings/open houses, partnerships with local employers and community organizations, and any other techniques. Describe specific strategies that will be used to reach diverse availability of bike sharing and about how to safely, legally, and properly check-out, use, and check-in bicycles and should be disseminated prior to and after system launch.

f. **Program Branding and Sponsorship** Describe or provide examples of system branding, including mock-ups of potential branding that could be used in Marin and Sonoma. Discuss potential for system sponsorship, including which aspects of system would be sponsored (e.g. title sponsor, advertising on bikes, stations).

g. **Key Performance Indicators (KPIs) and Performance Targets** Provide proposed Key Performance Indicators (KPIs). Provide proposed service standards/performance targets (numeric service levels that will be used to evaluate performance during system operations) for each KPI. At a minimum, KPIs should cover the following areas:

- Customer service responsiveness – average response time and number of complaints with more than 24 hour response time
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- Rebalancing – stations/zones with bicycles available to rent and spaces available for return, number of bicycles rebalanced per day, number of bicycles retrieved outside of service areas
- Maintenance – in-service availability of assets and frequency of inspections, number of bicycles checked and repaired per month
- Website and telephone hotline time online
- Membership levels and breakdown of membership by geography and demographics
- Ridership/utilization, including trips per bicycle per day
- System revenues/farebox recovery
- Electric bike charging (if applicable) – method for charging and ensuring reliability of bikes with sufficient battery charge

Describe any methods available for SCTA/TAM staff to monitor system performance in real-time (e.g. an Application Programming Interface (API) or dashboard).

h. **Schedule** Provide a detailed project schedule for project and system implementation through launch and initial months of operations. Illustrate or explain any key milestones, potential challenges, and key steps to work through a multi-agency approval process.

i. **User Agreements** Provide proposed language for User Agreement that users will review and acknowledge as part of program enrollment. Explain how user privacy is protected including sharing of user data with third parties; access to and sharing of contacts, camera, photos, files, and other private data as part of use of smart-phone app; and notification to users of what data smart phone app will access or make available to third parties.

j. **Partner Agreements** Describe requirements for agreements with local jurisdictions and large properties included in the service area. SCTA and TAM are programming and planning agencies for the Sonoma and Marin counties, while right-of-way for bike sharing would be within the boundaries of the jurisdictions along the corridor. Therefore, an agreement framework will need to be established for a common understanding and consistency throughout the system.

6. **Project Management:** The proposer must prepare an explanation of the project management and practices to be used to assure that the project is completed within the scheduled time frame and that the quality of the required products will meet SCTA/TAM’s requirements. This explanation may be broken out into phases.

7. **Consultant and Subcontractor Staff:** Identify a single point of contact (project manager) and all key team members, including relevant experience, qualifications and a resume for each member of the project team. Include a statement that key team members will not be removed or reassigned without prior notification of SCTA and TAM. Provide an organization chart of how the key staff is structured within the organization, and include all specialty sub-contractors that would be expected to be utilized on the project. Describe the availability of each key team member, including subcontractors, during the pre-launch and pilot period.
8. **Consultant Qualifications and References**: The proposal should list past and current programs, including scale, timeframes, and key outcomes along with client references, phone numbers, and emails. If a subcontractor is proposed, two to three similar qualifications and references should be provided for the subcontractor. Up to two samples of the consultant's work on closely related projects can also be included with the proposal, if available. Additionally, the proposer must disclose any debarment or other disqualification as a vendor for any federal, state or local entities and describe the nature of the debarment/disqualification, including where and how to find such detailed information if applicable.

9. **Cost Proposal**: The cost proposal shall describe both the total and in some cases the unit/monthly price for which the contractor will commit to complete the total scope of work and end products. The cost proposal shall include all payments to the contractor during pre and post launch phases. This section should lay out relevant business model assumptions and formulas. The cost proposal detail shall describe estimated costs for the completion of each proposed task, inclusive of any travel, equipment, technology, materials and supplies. The Cost Proposal Template provided in Exhibit B includes sample line items from the Scope of Work and assumptions about the estimated level of sponsorship subsidies required. While use of the Cost Proposal Template as a standard form is preferable, proposers may make adjustments to line items as needed.

**EXHIBIT B: COST PROPOSAL TEMPLATE**

Excel File Downloadable through web link: [ ]

This proposal is submitted for use in connection with and in response to the Following RFP: Regional Bike Share System & Shared Mobility Program-Sonoma and Marin Counties, and reflects our best estimates as of this date, in accordance with the proposal.

<table>
<thead>
<tr>
<th>NAME AND TITLE</th>
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<tr>
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**EXHIBIT B--Financial Plan**

### Costs to Public Agencies

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<th>UNITS / MONTHS</th>
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<td>A. System Development, Marketing, Outreach, and Launch</td>
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<td>A.1 Organizational Development</td>
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<tr>
<td>A.2 Finalize Hub/Station Locations and Bicycle parking</td>
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<td>A.3. System Launch</td>
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<td>A.4. Public Relations</td>
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<td>TOTAL COST ($)</td>
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<tr>
<td><strong>Total Costs:</strong></td>
<td><strong>$</strong></td>
<td>****</td>
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</tbody>
</table>
EXHIBIT C: MAPS

List of Maps
1. Santa Rosa – Population density
2. Santa Rosa – Employment density
3. Rohnert Park / Cotati – Population density
4. Rohnert Park / Cotati – Employment density
5. Petaluma – Population density
6. Petaluma – Employment density
7. Novato – Population density
8. San Rafael – Population density
9. Larkspur – Population density
* All maps include transit and SMART Station buffers, key destinations

EXHIBIT D: DATA PRIVACY CONDITIONS

SPECIAL CONDITIONS RELATING TO PERSONALLY IDENTIFIABLE INFORMATION

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

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

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

OPERATOR agrees to properly secure and maintain any computer systems (hardware and software applications) that it will use in the performance of this Service Agreement. This includes ensuring all security patches, upgrades, and anti-virus updates are applied as appropriate to secure PII that may be used, transmitted, or stored on such systems in the performance of this Service Agreement.
OPERATOR is prohibited from storing PII on portable media including, but not limited to, laptops, thumbdrives, disks and so forth.

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

3. **Compliance with Statutes and Regulations**

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

4. **Subconsultants**

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

5. **OPERATOR Guarantees**

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

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

OPERATOR shall comply, and shall cause its employees, representatives, agents and subcontractors to comply, with such directions as SCTA / TAM may make to promote the safeguarding or confidentiality of all its resources.
If requested by SCTA / TAM, OPERATOR shall sign an information security and confidentiality agreement provided by SCTA / TAM and attest that its employees, representatives, agents, and subcontractors involved in the performance of this Service Agreement shall be bound by terms of a confidentiality agreement with OPERATOR substantially the same in its terms.

OPERATOR shall immediately notify SCTA / TAM when it discovers that there may have been a breach in security which has or may have resulted in compromise to PII. For purposes of this section, immediately is defined as within two hours of discovery. The SCTA / TAM contact for such notification shall be the Authorized Representative designated in the Service Agreement.
This agreement ("Agreement"), dated as of __________, 20__ ("Effective Date") is by and between the Sonoma County Transportation Authority (hereinafter "SCTA"), and ____________________ (hereinafter "Contractor").

WHEREAS, Contractor represents that it is a duly qualified and licensed bike share operator, experienced in the operations of bike share systems, including rental, repair, marketing, customer service, and related services; and

WHEREAS, in the judgment of the SCTA and TAM, it is necessary and desirable to employ the services of Contractor for providing all aspects of bike sharing operations through the Sonoma and Marin Bike Share Pilot Program.

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

AGREEMENT

I. Scope of Services.

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

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

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

1.4 Assigned Personnel.

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

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

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid a lump sum in accordance with Exhibit [A/B/C], attached hereto and incorporated herein by this reference, regardless of the number of hours or length of time necessary for Contractor to complete the services. Contractor shall not be entitled to any additional payment for any expenses incurred in completion of the services. Exhibit [A/B/C] includes a breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates.

Upon completion of the work, Contractor shall submit its bill[s] for payment in a form approved by County’s Auditor and the SCTA receiving the services. The bill[s] shall identify the services completed and the amount charged. Unless otherwise noted in this Agreement, payments shall be made within the normal course of SCTA business after presentation of an invoice in a form approved by the SCTA for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the SCTA.

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

If Contractor does not qualify, SCTA requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the SCTA requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor agrees to promptly notify the SCTA of any changes in the facts. Forms should be sent to the SCTA pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide SCTA with either a full or partial waiver from the State of California.
3. **Term of Agreement.** The term of this Agreement shall be from ________________ to __________ unless terminated earlier in accordance with the provisions of Article 4 below.

4. **Termination.**

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

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

   4.3 **Change in Funding.** Contractor understands and agrees that SCTA shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state or federal agency or other funder reduces, withholds or terminates funding which the County anticipated using to pay Contractor for services provided under this Agreement or (2) County has exhausted all funds legally available for payments due under this Agreement.

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

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

   4.6 **Authority to Terminate.** The Board of SCTA has the authority to terminate this Agreement on behalf of the SCTA. In addition, the Executive Director of SCTA, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the SCTA.
5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including SCTA and TAM, and to indemnify, hold harmless, and release SCTA, TAM, MTC, City of Santa Rosa, City of Rohnert Park, City of Cotati, City of Petaluma, City of Novato, City of San Rafael, City of Larkspur, and partner properties (including their respective elected officials, officers, agents, and employees) from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, that arise out of, pertain to, or relate to Contractor’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ negligent performance under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against SCTA, TAM, MTC, City of Santa Rosa, City of Rohnert Park, City of Cotati, City of Petaluma, City of Novato, City of San Rafael, City of Larkspur, or partner properties based upon a claim relating to such Contractor’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ negligent performance under this Agreement. Contractor’s obligations under this Section apply whether or not there is concurrent or contributory negligence on SCTA’s, TAM’s, MTC’s, City of Santa Rosa’s, City of Rohnert Park’s, City of Cotati’s, City of Petaluma’s, City of Novato’s, City of San Rafael’s, City of Larkspur’s, or partner properties’ part, but to the extent required by law, excluding liability due to SCTA’s, TAM’s, MTC’s, City of Santa Rosa’s, City of Rohnert Park’s, City of Cotati’s, City of Petaluma’s, City of Novato’s, City of San Rafael’s, City of Larkspur’s, or partner properties’ conduct. SCTA, TAM, MTC, City of Santa Rosa, City of Rohnert Park, City of Cotati, City of Petaluma, City of Novato, City of San Rafael, City of Larkspur, and partner properties shall have the right to select its legal counsel at Contractor’s expense, subject to Contractor’s approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers’ compensation acts, disability benefits acts, or other employee benefit acts.

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

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

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


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

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

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

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

9.5 Representation, Warranty and Responsibility as to Data Security. Contractor shall preserve, and shall ensure that its sub-cons or vendors preserve, the confidentiality, integrity, and availability of data with administrative, technical and physical measures that conform to generally recognized industry standards and best practices that the selected firm then applies to its own processing environment. Contractor shall adhere to the data privacy and security requirements are described in Exhibit D.
9.6 **Records Maintenance.** Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SCTA for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

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

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

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

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

9.11 **Assignment of Rights.** Contractor assigns to SCTA all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to SCTA in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as SCTA may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of SCTA. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of SCTA.
9.12 **Ownership and Disclosure of Work Product.** All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor’s subcontractors, consultants, and other agents in connection with this Agreement shall be the property of SCTA. SCTA shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to SCTA all such documents, which have not already been provided to SCTA in such form or format, as SCTA deems appropriate. Such documents shall be and will remain the property of SCTA without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of SCTA.

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

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

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

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

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

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

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

d. Document Accessibility Certification Form.

10.5 SCTA’s Rights Reserved. Notwithstanding the foregoing, SCTA may accept deliverables that are not strictly compliant with County Accessibility Standards if SCTA, in its sole and absolute discretion, determines that acceptance of such products or services is in SCTA’s best interest

d. Document Accessibility Certification Form.

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

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

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

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


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


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

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

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

14.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

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

14.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
14.7 **Merger.** This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

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

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

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

CONTRACTOR: _____________________  
______________________________
By: ____________________________  
Name: _________________________  
Title: __________________________
Date: __________________________

SCTA: SONOMA COUNTY TRANSPORTATION AUTHORITY
CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR SCTA:

By: ______________________________  
Executive Director
Date: ________________

APPROVED AS TO FORM FOR SCTA:

By: ______________________________  
County Counsel
Date: ________________
Staff Report

To: Sonoma County Transportation Authority
From: Seana L. S. Gause, Senior – Programming and Projects
Item: 4.7.2 – Measure M Annual Report FY17/18
Date: February 4, 2019

**Issue:**
Shall the Board approve the Measure M Annual Report for FY17/18?

**Background:**
Every year the SCTA produces a report of Measure M activities from the previous fiscal year. This Annual Report provides information on activities, programming and financial information for fiscal year 2017/2018.

To read the document please see the SCTA website here:

**Policy Impacts:**
The Annual Report serves as review of the previous year. The CAC was scheduled to review this report on January 28th. Recommendations were not available when this staff report was prepared and thus will be presented by staff at the Board meeting.

**Fiscal Impacts:**
No fiscal impacts.

**Staff Recommendation:**
Staff recommends that the Board approve the SCTA 2017-2018 Measure M Annual Report.
Staff Report

To: SCTA Board of Directors
From: Suzanne Smith, Executive Director
James Cameron, Director of Projects and Programs

Item: 4.7.3 – State Route 37 MOU with MTC, Caltrans and four North Bay Counties regarding the Resilient State Route 37 Program

Date: February 4, 2019

Issue:
Shall the SCTA authorize the Chair to sign a Memorandum of Understanding establishing the mutual responsibilities in delivering the Resilient State Route 37 Program?

Background:
The four North Bay Counties have been working with the Bay Area Toll Authority (BATA) and Caltrans on State Route 37 (SR37) for several years and have established a structure that includes a Policy Committee with elected officials from each of the Counties plus the Director of Caltrans and the Executive Director of MTC. There are also teams of staff working on initial phases of work such as financial analyses, alternatives analyses, corridor plans and project initiation documents.

The Resilient SR 37 Program expands on the work to date as it aims to address resiliency of transportation infrastructure to sea level rise and flooding, traffic congestion, and opportunities for ecological enhancements, transit, multimodal use and public access along the SR 37 corridor from I-80 to US 101. The Program includes near- and longer-term improvements for a majority of the 20-mile corridor, including the long-term sea level rise vulnerability of a number of low-lying areas throughout the corridor. Details at: https://scta.ca.gov/wp-content/uploads/2018/11/20181108_SR37-Program_Final.pdf

The proposed MOU further defines roles and responsibilities, strives towards greater efficiencies in project delivery and sets the project on a trajectory to access new funding sources.

Policy Impacts:
The MOU furthers existing policy of the SCTA related to providing congestion relief, establishing alternative modes, addressing sea level rise and enhancing the bay lands and related natural resources in the corridor.

Fiscal Impacts:
The SCTA currently uses existing staff to support the Resilient State Route 37 Program. The MOU does not commit any additional resources.

Staff Recommendation:
Consider authorizing the Chair to sign the Resilient State Route 37 Program MOU.
MEMORANDUM OF UNDERSTANDING
for
THE RESILIENT STATE ROUTE 37 PROGRAM
between
BAY AREA TOLL AUTHORITY
CALIFORNIA DEPARTMENT OF TRANSPORTATION
SOLANO TRANSPORTATION AUTHORITY
SONOMA COUNTY TRANSPORTATION AUTHORITY
TRANSPORTATION AUTHORITY OF MARIN
NAPA VALLEY TRANSPORTATION AUTHORITY

This Memorandum of Understanding (MOU) is entered into and effective as of the last date written below between the Bay Area Toll Authority (“BATA”), California Department of Transportation District 4 (“Caltrans”), the Solano Transportation Authority (“STA”), the Sonoma County Transportation Authority (“SCTA”), Transportation Authority of Marin (“TAM”) and Napa Valley Transportation Authority (“NVTA”) (referred to herein collectively as the “Parties” or individually as a “Party”), to cooperatively determine their mutual responsibilities in delivering the Resilient State Route 37 Program (“Program”).

Recitals

1. The Resilient SR 37 Program aims to address resiliency of transportation infrastructure to sea level rise and flooding, traffic congestion, and opportunities for ecological enhancements, transit, multimodal use and public access along the SR 37 corridor from I-80 to US 101. The Program includes near- and longer-term improvements for a majority of the 20-mile corridor, including the long-term sea level rise vulnerability of a number of low-lying areas throughout the corridor.

2. The SR 37 Policy Committee, Executive Steering Committee (“ESC”) and the Project Leadership Team (“PLT”) currently have varying roles and responsibilities in the development and delivery of the Program. The SR 37 Policy Committee, composed of Executive Directors and Board Members representing BATA, Caltrans, STA, SCTA, TAM, and NVTA, provides policy oversight and dispute resolution to the respective staffs. The Executive Directors of BATA, CTC, Caltrans, STA, SCTA, TAM, and NVTA serve on the ESC to provide strategic direction to the Policy Committee and PLT. The Directors and their staffs of BATA, Caltrans, STA, SCTA, TAM, and NVTA participate in the PLT to vet technical, policy, and other related project issues and elevate them as appropriate to the ESC.
3. The BATA, Caltrans, STA, SCTA, TAM and NVTA completed a SR 37 Transportation and Sea Level Rise Corridor Improvement Plan that identified Segment B between and including Sears Point to the Mare Island Bridge (referred to herein as the “Segment B”) as the highest priority. On November 2, 2017, the SR 37 Policy Committee confirmed that Segment B is the priority segment. Subsequently, BATA, STA, SCTA, TAM and NVTA prepared a Project Initiation Document (PID) for Segment B improvements and submitted it to Caltrans for review and approval. Caltrans approved this PID on December 28, 2018.

4. On November 8, 2018 the SR 37 Policy Committee unanimously approved a funding plan and authorized the applicable sponsor(s) to submit Initial Project Reports to the Metropolitan Transportation Commission for funding consideration under Regional Measure 3, as follows: $15 million to STA for Segment C-Fairgrounds Interchange, $20 million to SCTA for Interim Segment B Environmental and Design Phases, $4 million to SCTA for Environmental Phase for SR 37/121 improvements, $3 million to TAM for Segment A levee study, and $58 million to SCTA and TAM for Ultimate Segment A and Segment B improvements.

5. The Parties wish to organize the delivery of the SR 37 Program wherein:
   a. BATA, CTC, Caltrans, SCTA and TAM is assigned to and have purview over Segment A (US 101 to SR121);
   b. BATA, CTC, Caltrans, SCTA, STA and NVTA is assigned to and have purview over Segment B (Sears Point to Mare Island Bridge); and
   c. BATA, CTC, Caltrans, and STA is assigned to and have purview over Segment C (Mare Island Bridge to I-80).

   The SR 37 Policy Committee, ESC and PLT continue to perform the same roles and responsibilities except for the technical work, discussions, actions and decisions of the individual Party would be targeted and applicable to the project segment for which that Party is assigned.

6. The Parties commit to continue to make progress on the delivery of the priority Segment B interim and ultimate projects, while also performing feasibility studies, environmental studies, PIDs, and related studies with the goal of coordinating the longer-term delivery of the SR 37 Program.

7. A Party intends to seek legislation to amend Section 30910 of the Streets & Highway Code for the Sears Point-Mare Island Bridge to become a State-owned bridge, joining the toll bridge financial enterprise administered by BATA.
8. The Parties acknowledge the likely need for funding above and beyond toll bridge enterprise funding administered by BATA, and as such, intend to develop a financing and funding plan consisting of other traditional and untraditional funding sources to deliver the Program.

9. The Parties wish to work cooperatively to deliver the Program by exploring alternative project delivery methods (including, but not limited to, Design Build contracts), early environmental enhancements, and traditional and non-traditional funding and partnerships.

I. Term
The term of this MOU shall commence when fully executed, and unless amended earlier, shall terminate at a date agreed upon by the Parties.

II. SR 37 Program Delivery Organization

A. Executive Steering Committee (ESC)

1. Role
   The ESC shall guide the identification, development, funding plan and implementation of projects to improve State Route 37. The ESC will select a Chairperson. The Chairperson will rotate between the members every two years. The Chairperson shall preside over the meetings of the ESC and shall perform all other duties incident to the position or as assigned to her or him by the ESC.

2. Members
   a. Executive Director, BATA (or designee)
   b. District 4 Director, Caltrans (or designee)
   c. Executive Director, STA (or designee)
   d. Executive Director, SCTA (or designee)
   e. Executive Director, TAM (or designee)
   f. Executive Director, NVTA (or designee)

3. Assignment
a. Segment A: BATA, Caltrans, SCTA, TAM
b. Segment B: BATA, Caltrans, SCTA, STA, NVTA
c. Segment C: BATA, Caltrans, STA

4. Responsibilities
   a. Approve implementation and funding plan(s), which may include one or more projects.
   b. Define agency roles and responsibilities for individual projects, including project managers.
   c. Approve the scope, schedule, budget and funding plan for individual projects within funding levels approved by the BATA or other funding agencies, as applicable.
   d. Oversee overall project progress and reporting of project status, risk assessments, costs and schedule.
   e. Advise the BATA on contract matters.
   f. Review and approve project staffing plans.

5. Decision-making
   The ESC will endeavor to make decisions on a consensus basis. To ensure public accountability, transparency and public disclosure, the decisions will be documented.

6. Meetings
   Regular meetings of the ESC shall be held quarterly as otherwise determined by the ESC. Notice shall include an agenda of items on which the ESC will take action. Each member of the ESC has the right to place a matter on the ESC’s agenda for consideration. Meetings to be rotated between BATA, Caltrans, STA, SCTA, NVTA, TAM offices or at a location determined by the ESC.

B. Corridor Director of the ESC

1. The Corridor Director serves as staff to the ESC, represents all ESC members and works directly with member agency Executive Directors and their staffs.
   a. BATA will select, with the ESC, and employ the Corridor Director.
   b. BATA reserves the right to make decisions regarding hiring, promotion, termination, compensation, and removal of the Corridor Director, in consultation with the ESC.
   c. The Corridor Director may serve the SR37 Corridor Policy Committee in a similar capacity.
2. Responsibilities
The Corridor Director shall work with the Project Leadership Team, collaborate and provide direction to the project managers, as appropriate, to

a. Develop a implementation plan(s) and funding plan(s), including delivery methods
b. Develop the scope, schedule, budget and funding plan for individual projects.
c. Report regularly to the ESC on project status, risks assessments, change, costs and schedule.
d. Develop project staffing plans.
e. Prepare agendas for ESC meetings.
f. Deliver progress reports to and consult with the SR 37 Corridor Policy Committee.
g. Deliver progress reports to ESC and Policy Committee.
h. Provide oversight and direction to project managers.

The Corridor Director will also advise the SR37 Corridor Policy Committee on the SR 37 program.

C. Project Leadership Team

1. Role
The ESC hereby establishes a Project Leadership Team (PLT) that shall assist the ESC in the performance of its duties. The members of the PLT shall advise the Corridor Director on matters that are to be brought before the ESC.

2. Members
a. Deputy Executive Director, Operations, BATA (or designee)
b. Chief Deputy Director, Caltrans District 4 (or designee)
c. Deputy Executive Director/Director of Projects, STA (or designee)
d. Director of Projects and Programming, SCTA (or designee)
e. Principal Project Delivery Manager, TAM (or designee)
f. Director of Programs, Projects and Planning, NVTA (or designee)

3. Assignment
a. Segment A: BATA, CTC, Caltrans, SCTA, TAM
b. Segment B: BATA, CTC, Caltrans, SCTA, STA, NVTA
c. Segment C: BATA, CTC, Caltrans, STA
4. Responsibilities
The PLT shall assist the Corridor Director and ESC in the performance of their duties for their assigned segments by
a. Developing a implementation plan(s) and funding plan(s)
b. Developing the scope, schedule, budget and funding plan for individual projects.
c. Reviewing cost estimates, risk assessments, and cash flow requirements.
d. Reviewing project status, scope and budgets, expenditures, staffing and contractor services to anticipate, identify, evaluate, and report to the Corridor Director concerning any project issues.
e. Developing project staffing plans and structures.
f. Preparing other project related reports for ESC review.
g. Performing such other assignments as appropriate.

5. Meetings
The PLT will meet on an as-needed basis as determined necessary by the members or by the Corridor Director.

III. GENERAL

A. Integration Clause
This Agreement constitutes the complete and entire understanding among the Committee Members.

B. Amendments
This Agreement may be amended in writing from time to time upon agreement of the Committee Members.

C. Counter Parts
This Agreement may be executed in counterparts, each one of which will be an original or the equivalent thereof.

D. Miscellaneous
This Agreement is intended solely as a guide to the obligations, intentions and policies of the Committee Members. It
does not constitute an authorization for funding a project nor does it constitute a legally binding agreement amongst the Agencies.

IN WITNESS WHEREOF, the Parties hereto have agreed to this Agreement on the date opposite their respective names.

__________________________________/____________
Jake Mackenzie      Date
Chair
Metropolitan Transportation Commission/Bay Area Toll Authority

__________________________________/____________
Tony Tavares        Date
District 4 Director
Caltrans

__________________________________/____________
Harry Price         Date
Chair
Solano Transportation Authority

__________________________________/____________
Chair
Sonoma County Transportation Authority
Chair
Transportation Authority of Marin

Chris Canning
Chair
Napa Valley Transportation Authority
Citizens Advisory Committee
MEETING AGENDA

January 28, 2019 at 4:00 p.m.
Sonoma County Transportation Authority
**NEW MEETING LOCATION**
411 King Street
Santa Rosa, California 95404

ITEM

1. Introductions
2. Public Comment
3. Administrative - Approval of Notes November 26, 2018* - ACTION
4. Measure M – DISCUSSION/ACTION
   a. Measure M Project Presentations – City of Santa Rosa
      i. Hearn Avenue Interchange Improvements
      ii. Fulton Avenue Improvements
      iii. Santa Rosa Creek Trail
   b. Measure M Annual Report
   c. Measure M Monthly Financial Reports*
5. Highway Updates – DISCUSSION
6. Announcements
7. Adjourn

*Materials attached
** Materials to be handed out

The next S C T A meeting will be February 4th, 2019
The next CAC meeting will be February 25, 2019

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 411 King Street, Santa Rosa, CA 95404 during normal business hours.

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Climate Action Advisory Committee

MEETING AGENDA

January 11, 2019 at 11:30 a.m.
SCTA-RCPA Conference Room
411 King Street
Santa Rosa, CA 95404

ITEM

1. Introductions
2. Public Comment
3. Administrative – Approval of October 5th, 2018 meeting notes*
4. Report-out from attendees (1 minute each)
5. Report from Community Climate Challenge working group and discussion
6. Presentation from Erin Cooke, Sustainability Director at San Francisco International Airport
7. Announcements
   7.1. 2019 Proposed SCTA/RCPA Committee schedule
8. Adjourn

*Materials attached.
**Materials to be handed out.

The next SCTA/RCPA meeting will be held February 4, 2019
The next CAAC meeting will be held in April 12, 2019

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

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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 411 King Street, Santa Rosa, CA during normal business hours.

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ITEM
1. Introductions
2. Public Comment
3. Approval of Minutes, December 6, 2018*
4. SCTA Travel Modeling Program Update DISCUSSION / ACTION
   4.1 Travel Behavior Study: Fehr& Peers Presentation
   4.2 SB-743 Update
5. TFCA/TDA3 Quarterly Report DISCUSSION
6. Measure M DISCUSSION
   6.1. Measure M Invoicing/Obligation Status*
   6.2. 2019/20 LSR/LBT Revenue Estimates Due to Jurisdictions by 2/1/19
   6.3. 17/18 Maintenance of Effort due from all Local Street Rehabilitation recipients by 2/15/2019*
   6.4. Road Repair and Accountability Act (SB-1), Local Partnership Program (LPP)
7. Regional Information Update ACTION
   7.1 Inactive Federal Obligation Status*: project sponsors should be prepared to address status of inactive obligations at the meeting: [http://www.dot.ca.gov/hq/LocalPrograms/Inactiveprojects.htm](http://www.dot.ca.gov/hq/LocalPrograms/Inactiveprojects.htm)
      Currently Inactive: Sonoma County, Santa Rosa, Healdsburg, Sebastopol, and Windsor
   7.2 Advanced Traffic Management Systems (Caltrans) Coordination
   7.3 State and Regional Active Transportation Programs (ATP) Update
8. NB Regional Workshop/Training DISCUSSION
   8.1 Encroachment Permits, PEERS, and Cooperative Agreements with Caltrans
      Reminder: Workshop is scheduled for January 30th, 10 A.M. to 12:00 P.M. at NVTA. Agenda to follow. Space is limited: 1-2 per jurisdiction only.
9. Other Business / Comments / Announcements **DISCUSSION**

10. Adjourn **ACTION**

*Materials attached.
**Materials distributed separately

The next **S C T A** meeting will be held **February 4th, 2018**
The next **TAC** meeting will be held on **February 28th 2019**

Copies of the full Agenda Packet are available at www.scta.ca.gov

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### TAC Voting member attendance – (6 Month rolling 2018/2019)

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*One Vote between all
**One Vote between all

NB: No meeting held in February, July, October or November 2018
Countywide Bicycle & Pedestrian Advisory Committee

MEETING AGENDA

January 22, 2019 – 1:30 p.m.
Sonoma County Transportation Authority
SCTA Large Conference Room
****** 411 King Street - NEW LOCATION ******
Santa Rosa, California 95404

ITEM

1. Introductions
2. Approval of Meeting Notes: September 25, 2018 and November 27, 2018 - DISCUSSION / ACTION*
3. Elections of Officers for 2019 - DISCUSSION / ACTION*
4. 2019 Proposed SCTA-RCPA Committee Meetings – Information*
5. Public Comment
6. Roundtable Updates – Discussion
7. SCTA/RCPA Data Dashboard, datasets and audiences - Discussion*
8. TDA3 Pre-Call – Discussion*
9. ATP Cycle 4 update, if available - Discussion
10. Bike Share Updates - Discussion
11. Articles of Interest – Information
   11.1. New Effort to require Caltrans to consider bikes, buses and pedestrians in plans, San Francisco Chronicle -
   https://www.sfchronicle.com/bayarea/article/New-effort-to-require-Caltrans-to-consider-bikes-
   13529818.php?utm_source=email&utm_medium=email&utm_content=newsletter&utm_campaign=sfc_morningfix
12. Other Business / Comments / Announcements – Discussion
13. Adjourn – ACTION

*Materials attached
**Materials to be handed out

The next SCTA/RCPA meeting will be held February 4, 2019
The next CBPAC meeting will be held March 26, 2019

Copies of the full Agenda Packet are available at www.scta.ca.gov.

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Planning Advisory Committee

Thursday, January 17, 2019 – 9:00 a.m.
SCTA Large Conference Room
******411 King Street – NEW LOCATION******
Santa Rosa, California 95404

Meeting Call-In: 707-565-7154
Access Code: 993 186 975

ITEM

1. Introductions

2. Administrative
   2.1. Approval of the agenda – changes, additional discussion items- (ACTION)
   2.2. Review Meeting Notes from October 25, 2018 * – (ACTION)
   2.3. Election of Chair – (ACTION)
   2.4. SCTA Planning Activities update* (INFORMATION)
   2.5. SCTA meeting schedule* (INFORMATION)

3. Updates from group - DISCUSSION

4. Planning Data Collection and Travel Model – (DISCUSSION)
   4.1. SB743 Update - CEQA implementation adopted and final technical advisory released in Jan. 2018*
   4.2. Travel Behavior Study*
   4.3. Data
      4.3.1.SCTA Data Dashboard –datasets and audiences*
      4.3.2.Data collection coordination with MTC/ABAG

5. MTC/ABAG Horizon and Plan Bay Area presentation update – (DISCUSSION)
   5.1. Overall timeline

6. Items of Interest -Urban Greening Grant Program, accepting applications through February 28, 2019, http://resources.ca.gov/grants/urban-greening/

7. Other Business /Next agenda

8. Public Comment

9. Adjourn -(ACTION)

*Attachment
** Materials will be handed out at meeting

The next SCTA meeting will be February 4, 2019
The next PAC meeting will February 21, 2019

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411 King Street, Santa Rosa, CA | 707.565.5373 | scta.ca.gov | rcpa.ca.gov
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We have moved locations since last meeting of the Planning Advisory Committee.

Our location is now: 411 King Street, Santa Rosa, 95404.
Transit Paratransit Coordinating Committee

MEETING AGENDA

January 15, 2019
Sonoma County Transportation Authority

**NEW MEETING LOCATION**
411 King Street
Santa Rosa, California 95404

ITEM
1. Introductions
2. Approval of Meeting Notes: November 20, 2018 – DISCUSSION / ACTION*
3. 2019 Meeting Calendar – Information*
4. Officer Elections for 2019 – DISCUSSION / ACTION*
5. Roundtable Updates - Discussion
   5.1. Transit / Paratransit Operators
   5.2. Mobility Partners Reports
6. Public Comment
7. Items for Next Agenda – Discussion
8. Other Business / Comments / Announcements
9. Adjourn

*Materials attached.

The next S C T A meeting will be held February 4, 2019
The next TPCC meeting will be held March 19, 2019

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Transit – Technical Advisory Committee

MEETING AGENDA
January 9, 2019 – 10:00 a.m.

**NEW MEETING LOCATION**
Sonoma County Transportation Authority
411 King Street, Santa Rosa, CA 95404

ITEM
1. Introductions
2. Approval of Meeting Notes: December 12– ACTION*
3. 2019 Meeting Calendar – Information*
4. Measure M Local Bus Transit FY19/20 Estimates – Discussion**
5. Fare Free Program, Sonoma County Transit – Discussion
6. Regional Measure 3 update – Discussion
7. Low Carbon Transit Operations Program (LCTOP), Fund Estimate*
   7.1. Allocation Request Workshop, BAM, January 22, 2019 10am
8. Coordinated Claim, Preliminary TDA Estimate – Discussion**
9. STA Small Operator Performance Measures update – Discussion
10. Transit Operator Updates – Discussion
11. Clipper Update – Discussion
12. Technology Update (real-time information, AVL, passenger counters, fare apps, etc.) – Discussion
13. Other Business / Comments / Announcements
14. Adjourn - ACTION

*Materials attached
**Materials to be handed out

The next SCTA/RCPA meeting will be held February 4, 2019
The next T-TAC meeting will be held February 13, 2019

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