



STAFF REPORT

SAUSALITO CITY COUNCIL

AGENDA TITLE:

Transportation Authority of Marin: 1) Measure A Return to Funds, 2) Measure A funds for the Overlay of Nevada Street

RECOMMENDED ACTION:

Adopt a resolution authorizing the City Manager to:

- 1) Execute Amendment No. 1 to Funding Agreement 2007-013 by and between the Transportation Authority of Marin and the City of Sausalito, and
 - 2) Execute Agreement No. 2008-017 between the Transportation Authority of Marin and the City of Sausalito.
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SUMMARY

Voters in Marin approved Measure A in November of 2004. The Measure included "return to source" funds for local transportation improvement programs. The Transportation Authority of Marin (TAM), formed to administer Measure A, has prepared Agreement #2007-013 in order to distribute the first annual distribution of these funds. This agreement was approved by the Sausalito City Council on January 9, 2007. TAM has prepared Amendment No.1 to Agreement #2007-013 to enable distribution of 2007 allocations of \$65,997 and 2008 allocations of \$75,274 to the City.

TAM has prepared Agreement #2008-017 to enable distribution of \$53,872 of Measure A funds to Sausalito to be used to offset costs to overlay of Nevada Street. TAM offered Measure A funds to the City in exchange for Federal Surface Transportation Program funds that TAM used in the Highway 101 Gap Closure Project. By doing this TAM got access to readily available Federal Funds and the Marin Cities and County receive equivalent funds but with significantly lower administrative requirements.

Staff recommends the Council adopt a resolution authorizing the City Manager to execute Amendment No. 1 to TAM Agreement #2007-013 and TAM Agreement No 2008-017.

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BACKGROUND

Voters in Marin approved Measure A in November of 2004. The Measure included "Return to Source" funds for local transportation improvement programs. The first disbursement of these funds to Sausalito, in 2007, was \$65,997. Annual disbursements are determined using a formula that was weighted 50% based upon population and 50% based upon street mileage. The funds must be used for transportation purposes including street and roads projects, local transit projects, bicycle projects, and pedestrian projects.

TAM also received authorization to claim Federal Surface Transportation Program Funds that were designated for Marin Cities and County for use on the Highway 101 Gap Closure Project. As a condition of the authorization TAM is required to offer Marin County and Cities equivalent amount of Measure A funds. For Sausalito this amount is \$53,872 and was allocated for the overlay of Nevada Street.

To obtain these funds the City must execute an agreement with the Transportation Authority of Marin.

ISSUES

The agreement outlines conditions for the funds, including:

record keeping
financial reporting,
compliance with environmental regulations,
acknowledging the source of the funds on transportation projects.
Using the funds only on eligible expenses

These requirements are typical to assure openness and "transparency" with regard to the use of the funds. Return to source funds must be used to accelerate or extend capital programs that construct transportation facilities or implement transportation programs.

The selection of Nevada Street for overlay was proposed by staff based on community demand and a review of the Pavement Management Program. Council's approval of TAM Agreement # 2008-017 will approve that allocation to Nevada Street. Should Council desire to allocate funds to another road segment, staff seeks direction on alternatives.

FISCAL IMPACT

Return to Source funds are currently identified in the 2009 City Budget. Funds from Agreement No. 2008-17 are not identified however the funds must be used for the overlay of Nevada Street, should the Council authorize execution of the agreement.

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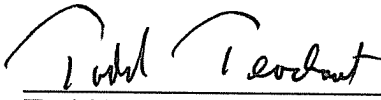
STAFF RECOMMENDATIONS

1. Approve Amendment No 1 to TAM Agreement #2007-013
2. Approve TAM Agreement #2008-017
3. Adopt a resolution authorizing the City Manager to execute Amendment No 1 to TAM Agreement #2007-013 and TAM Agreement # 2008-017 on behalf of the City.

ATTACHMENTS:


1. Resolution of the City Council of the City of Sausalito Approving Amendment No. 1 to TAM Agreement #2007-13 (Return to Source), Approving TAM Agreement #2008-17 and Authorizing the City Manager to Execute the Agreements on behalf of the City2.
2. Amendment No. 1 to TAM Agreement #2007-013
3. TAM Agreement #2008-018

PREPARED BY:



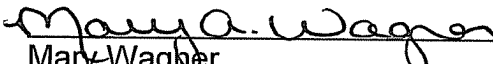
Todd Teachout, City Engineer

REVIEWED BY (Department Head):




Jonathon Goldman, Director of Public Works

REVIEWED BY (City Attorney):



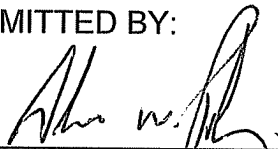
Mary Wagner,
City Attorney

REVIEWED BY:



Charles Francis,
Acting Director of Finance

SUBMITTED BY:



Adam W. Politzer, City Manager

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RESOLUTION ___-09

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO APPROVING AMENDMENT NO. 1 to TAM AGREEMENT #2007-013 (RETURN TO SOURCE), APPROVING TAM AGREEMENT # 2008-017 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS ON BEHALF OF THE CITY.

WHEREAS, the voters in Marin County approved Measure A in November of 2004 creating a 0.5% sales tax to fund transportation improvements in the County, and

WHEREAS, the provisions in Measure A provide additional revenues to Marin County Communities to augment transportation activities; and

WHEREAS, the Transportation Authority of Marin (TAM) was formed to administer Measure A proceeds which includes funds for Local Agency transportation Programs; and

WHEREAS, City of Sausalito executed TAM Agreement #2007-013 to enable disbursement the first year allocation "Return To Source" funds of \$65,997; and

WHEREAS, TAM has prepared Amendment No. 1 to TAM Agreement #2007-013 to enable disbursement of second year (\$65,997) and third year (\$75,274) allocations of Return to Source funds; and

WHEREAS, TAM has also prepare TAM Agreement #2008-017 to allow disbursement of \$53,872 for the overlay of Nevada Street; and

WHEREAS, the terms and conditions of the disbursement are detailed in Amendment No. 1 to TAM Agreement #2007-013 and TAM Agreement #2008-017, respectively.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sausalito:

1. Approves of Amendment No 1 to TAM Agreement #2007-013.
2. Approves TAM Agreement #2008-017
3. Authorizes the City Manager to execute said agreements on behalf of the City.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Sausalito on the _____ day of _____, 2009, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSTAIN: Councilmembers:
ABSENT: Councilmembers:

Mayor, City of Sausalito

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ATTEST:

Deputy City Clerk

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TAM AGREEMENT #2008-017

**FUNDING AGREEMENT
BETWEEN
TRANSPORTATION AUTHORITY OF MARIN
AND
CITY OF SAUSALITO**

This AGREEMENT is made this _____ day of _____ 2008, by and between the Transportation Authority of Marin, hereinafter referred to as "TAM", a local public agency, and the City of Sausalito, hereinafter referred to as "RECIPIENT", the local public agency.

SECTION 1. RECITALS

1. The voters of Marin County approved the authorization of Measure A at the General Election held on November 2, 2004, thereby authorizing that TAM be given the responsibility to administer the proceeds from a one-half cent transaction and use tax.
2. The tax proceeds will be used to pay for the programs and projects outlined in the Measure A Strategic Plan.
3. The Strategic Plan, developed to provide guidance on implementing the Measure A Expenditure Plan, programs Measure A funds over a 20 year period to the four strategies listed in the Expenditure Plan, including Strategy 2 for the Highway 101 Gap Closure Project.
4. TAM anticipated on receiving \$3.48 million in Surface Transportation Program (STP) funds for programming of local road projects in Marin County.
5. TAM programmed \$3.48 million in STP funds to the Highway 101 Gap Closure Project with the commitment that equal amount of Measure A funds would be programmed to other road projects in the County that would have otherwise used these federal funds.
6. A Call for Projects was issued for \$3.48 million in swapped STP/Measure A funds and 18 projects were selected for funding with concurrence from the Metropolitan Transportation Commission (MTC), including Sausalito's Nevada Street Pavement Overlay Project.

SECTION 2. PURPOSE OF FUNDING AGREEMENT

This AGREEMENT is entered into by and between TAM and RECIPIENT to document the funding conditions necessary for the RECIPIENT to comply with applicable law and TAM policies. This AGREEMENT consists of additional documents stated in these sections as being attached hereto and incorporated in the AGREEMENT by reference.

SECTION 3. PROJECT DEFINITION AND SCOPE

This AGREEMENT, approved through Resolution No. 2008-24 of TAM, in accordance with the requirements of TAM's Measure A Expenditure Plan and Strategic Plan, is made for the funding of the following project ("Project") identified in the RECIPIENT's Measure A Sales Tax Program Allocation Request Form (Attached):

Nevada Street Pavement Overlay Project

Additional information on project scope is included in the Measure A Sales Tax Program Allocation Request Form, referenced as Exhibit A.

SECTION 4. GRANT

TAM hereby grants to the RECIPIENT the sum of \$53,872 as designated in Resolution No. 2008-24, approved September 25, 2008, which is included in this AGREEMENT by reference.

SECTION 5. COST ELIGIBILITY

Cost eligibility shall be determined by TAM's Strategic Plan policies. All costs incurred by RECIPIENT prior to the date of execution of this AGREEMENT shall be ineligible for reimbursement by TAM, except projects identified in the Strategic Plan as ongoing operating needs. Such projects, which rely on ongoing annual funding, may incur costs either at the date of the authorizing Board resolution or the start of the fiscal year, whichever comes later.

While the costs of the Project shall be eligible for reimbursement in accordance with the terms of this AGREEMENT, the timing and amount of reimbursement will be subject to a TAM allocation, based on available revenues, other anticipated project requests, and project category and subcategory limits established in the Strategic Plan and Expenditure Plan. Any waiver of cost eligibility policies must be included in the Measure A Sales Tax Program Allocation Request Form ("Allocation Request Form") as approved by TAM.

SECTION 6. BUDGET AND SCOPE

RECIPIENT shall maintain a project or program budget. RECIPIENT shall carry out the project and shall incur obligations against and make disbursements of the grant in conformity with TAM's requirements and the budget. The project or program budget may be revised from time to time through the submission of a revised budget to TAM.

RECIPIENT may not make any changes to the scope of the project without prior written approval of TAM. Approval by TAM of a change of scope shall not constitute an increase in the grant amount unless additional funds are specifically provided.

SECTION 7. PROJECT MANAGEMENT

RECIPIENT shall be responsible for the project and provide management of consultant and contractor activities for which RECIPIENT contracts, including responsibility for schedule, scope, and budget, consistent with TAM's resolution allocating the grant unless otherwise agreed upon in writing.

SECTION 8. PROJECT OVERSIGHT

RECIPIENT shall cooperate with TAM's project management team and shall provide any requested Project information.

SECTION 9. ATTRIBUTION AND SIGNAGE

If any portion of grant funds is used for production of reports, acknowledgment of the TAM's role in funding the Project shall be included in the documents. If any portion of grant funds is used for construction, RECIPIENT shall, upon initiation of field work or at the earliest feasible time thereafter, install and maintain a sign at the construction site identifying Measure A Local

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Transportation Sales Tax Funds and TAM (e.g., TAM and RECIPIENT's logos – "Your Measure A Sales Tax Dollars at Work"). For non-construction capital purchases funded by any portion of grant funds, RECIPIENT shall affix permanent signage identifying TAM and the Sales Tax Funds as a funding source. RECIPIENT shall demonstrate compliance with attribution and signage requirements as an indispensable condition for authorization of Measure A reimbursement for project expenses.

SECTION 10. PRESS RELEASES

RECIPIENT shall notify TAM in advance of any press releases about Project activities, particularly groundbreakings and ribbon cuttings, in connection with grant funds expended pursuant to this AGREEMENT.

SECTION 11. COMPLIANCE WITH LAW

In the performance of its obligations pursuant to this AGREEMENT, RECIPIENT shall keep itself fully informed of the federal, state and local laws, ordinances and regulations in any manner affecting the performance of this Agreement, and must at all times comply with such laws, ordinances, and regulations as they may be amended from time to time.

SECTION 12. ENVIRONMENTAL COMPLIANCE

RECIPIENT shall undertake all environmental mitigation measures that may be identified as commitments in applicable documents (such as environmental assessments, environmental impact statements and reports, and memoranda of agreement) and comply with any conditions imposed as a part of a finding of no significant impact or a record of decision; all such mitigation measures are incorporated in this AGREEMENT by reference. Recipient shall be responsible for obtaining all necessary environmental permits for performance of work.

SECTION 13. FINANCES

All costs charged to the project shall be supported by properly prepared and documented time records, invoices, or vouchers evidencing in detail the nature and propriety of the charges and the basis for the percentage charged to TAM.

SECTION 14. RECORDS

All checks, payrolls, invoices, contracts, vouchers, journal entries, work orders, or other accounting documents pertaining in whole or in part to the Project shall be maintained by RECIPIENT for a period of three (3) years after the later of Project closeout or termination of grant. Such project documents shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other similar documents not pertaining to the Project.

SECTION 15. REIMBURSEMENTS

Payment shall be made by TAM for costs reimbursable under the terms of this AGREEMENT and incurred prior to the termination date of this AGREEMENT. Payment to RECIPIENT of the grant shall be upon written approval by TAM, upon submittal by RECIPIENT of appropriate support documentation and identification of expenses incurred.

Reimbursements shall not exceed the schedule shown in the Measure A Sales Tax Program Allocation Request Form - Fiscal Year Cash Flow Availability. RECIPIENT may make a request for exceptions in writing. Exceptions may be made at the sole discretion of TAM.

Reimbursement requests, with appropriate documentation, may be submitted on a regular basis but no more frequently than monthly.

Each reimbursement request shall include RECIPIENT'S certification that the amounts sought are only for project elements included in the Allocation Request Form, and that RECIPIENT is in compliance with TAM's requirements mentioned in this AGREEMENT.

SECTION 16. ELIGIBLE EXPENSES

RECIPIENT shall expend funds only on eligible expenses as follows: operating costs, direct staff time (salary and benefits), consultants; right of way engineering and acquisition costs (including permitting), and competitively bid construction contracts. Indirect costs (as defined by OMB Circular A-87) will not be considered an eligible expense. Funds shall also be expended according to the applicable provisions of the Expenditure Plan, Short Range Transit Plan (S RTP), and of the Public Utilities Code Section 180000 et seq.

SECTION 17. AUDITS

TAM reserves the right at any time to conduct or require a financial or performance audit of the RECIPIENT'S compliance with this AGREEMENT. TAM will give advance notice of the requirement. RECIPIENT shall permit TAM, or any of its duly authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of the RECIPIENT and its contractors with regard to the Project.

SECTION 18. THIRD PARTY CONTRACT AUDITS

TAM reserves the right to request an audit of other third party contracts for any reason. If RECIPIENT is subject to third party financial audit requirements imposed by another funding source, copies of audits performed in fulfillment of such requirements shall be provided to the TAM.

SECTION 19. CLOSEOUT PROCEDURES AND PROJECT CLOSEOUT REPORT

Project closeout occurs either when TAM notifies RECIPIENT or forwards the final grant payment, or when the RECIPIENT'S remittance of the proper refund has been acknowledged by TAM. Within ninety (90) days of the Project completion date or termination by TAM, whichever comes first RECIPIENT shall submit a certified financial statement identifying all excess funds or ineligible expenditures, which the RECIPIENT shall be required to refund, as well as third party audit reports, as applicable, or provide a schedule and justification for an alternate closeout date. Project closeout shall not terminate any continuing obligations imposed on the RECIPIENT by this AGREEMENT. Final reimbursement will be in accordance with TAM policies and procedures.

RECIPIENT shall provide to TAM a Project Closeout Report as shown in Exhibit C with the final reimbursement request. RECIPIENT shall provide supporting documentation for expenditures and revenues from its accounting and financial management system. RECIPIENT shall certify that the amounts sought are only for project elements included in the Measure A Sales Tax Program Allocation Request Form.

SECTION 20. REPAYMENT OF INELIGIBLE COSTS

In the event that TAM reimburses RECIPIENT for costs that are later to be determined to be ineligible for reimbursement under this Agreement, TAM reserves the right to withhold from this Project or other projects in the Expenditure Plan for which RECIPIENT is the sponsoring agency grant funding in the same amount as the ineligible costs that were reimbursed by TAM.

SECTION 21. RIGHT TO WITHHOLD

If a Project report containing all of the items listed in the Allocation Request Form is not provided to TAM by the annual due date specified in the Allocation Request Form and/or such items are found not to be in compliance with this AGREEMENT, Public Utilities Code Section 180000 et seq., the ballot measure or the Strategic Plan, TAM may withhold FUNDS from RECIPIENT until RECIPIENT has corrected any noted deficiencies to TAM's satisfaction. While FUNDS are being so withheld all interest on withheld FUNDS shall be retained by TAM as an administrative fee.

SECTION 22. RESCISSION OF AUTHORIZATION OF FUNDS

TAM reserves the right to rescind its authorization of that portion of the grant funds that are unneeded prior to, or at the time of, Project closeout. Funds are determined to be unneeded if they are uncommitted at time of Project closeout. Uncommitted funds are funds that have been authorized but are in excess of that total eligible costs incurred by RECIPIENT.

SECTION 23. TERMINATION FOR CAUSE

Except as provided by Section 24 below, RECIPIENT agrees that, upon ten (10) working days written notice, TAM may suspend or terminate all or part of the financial assistance provided herein for failure to correct a breach of this AGREEMENT. Any failure to make reasonable progress, inconsistency with the Expenditure Plan or Measure A Sales Tax Program Allocation Request Form, unauthorized use of grant funds as specified in this AGREEMENT, or other violation of the AGREEMENT that significantly endangers substantial performance of the project shall be deemed to be a breach of this AGREEMENT and cause for termination. Upon mutual consent, RECIPIENT will repay TAM any unexpended funds already distributed.

SECTION 24. CORRECTION OF BREACH

Notwithstanding the provision of Section 23 above, with respect to any breach, which is reasonably capable of being cured, RECIPIENT shall have thirty (30) days from the date of notice of breach to initiate steps to cure. If RECIPIENT diligently pursues cure, such RECIPIENT shall be allowed a reasonable time to cure or by a time established in writing by TAM.

SECTION 25. LIABILITY

Neither TAM nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by RECIPIENT under or in connection with any work, authority, or jurisdiction delegated to RECIPIENT under this AGREEMENT. It is also understood and agreed that pursuant to Government Code Section 895.4, RECIPIENT shall fully defend, indemnify and hold TAM harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by RECIPIENT under or in connection with any work, or jurisdiction delegated to RECIPIENT under this AGREEMENT.

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Neither RECIPIENT nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by TAM under or in connection with any work, authority, or jurisdiction delegated to TAM under this AGREEMENT. It is also understood and agreed that pursuant to Government Code Section 895.4, TAM shall fully defend, indemnify and hold RECIPIENT harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring in by reason of anything done or omitted to be done by TAM under or in connection with any work, authority, or jurisdiction delegated to TAM under this AGREEMENT.

In the event of concurrent negligence of RECIPIENT and TAM, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

SECTION 26. OBLIGATIONS

TAM agrees that any eligible cost incurred by RECIPIENT prior to the termination of this AGREEMENT shall be reimbursed to the extent that such costs could not be avoided by RECIPIENT upon receipt of notice of termination.

SECTION 27. INTEGRATION

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

SECTION 28. AMENDMENT

Except as otherwise provided herein, this AGREEMENT may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this AGREEMENT shall be void and of no effect.

SECTION 29. INDEPENDENT AGENCY

RECIPIENT performs the terms and conditions of this AGREEMENT as an entity independent of TAM. None of RECIPIENT'S agents or employees shall be agents or employees of TAM.

SECTION 30. ASSIGNMENT

The AGREEMENT may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

SECTION 31. BINDING ON SUCCESSORS, ASSIGNEES OR TRANSFEREES

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

SECTION 32. EXPENSES

Each party shall be solely responsible for and shall bear all of its own respective legal expenses in connection with any dispute arising out of this AGREEMENT and the transactions hereby

contemplated. RECIPIENT may not use GRANT funds, or other TAM programmed funds, for the aforementioned purpose.

SECTION 33. 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 decisions 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.

SECTION 34. EXHIBITS

The following Exhibits are hereby made part of this AGREEMENT:

- 1. EXHIBIT A: Allocation Request Form
- 2. EXHIBIT B: TAM Board Resolution 2008-24
- 3. EXHIBIT C: Project Closeout Report

SECTION 35. ACCEPTANCE OF GRANT

RECIPIENT does hereby declare that all written statements, representations, covenants, and materials submitted as a condition of this AGREEMENT are true and correct and does hereby accept TAM's grant and agrees to all of the terms and conditions of this AGREEMENT. The parties have executed this AGREEMENT as of the date first written above.

City of Sausalito:

Transportation Authority of Marin (TAM):

By: _____

By: _____

Dianne Steinhauser, Executive Director

Print Name

Print Title

Approved as to form:

By: _____

City of Sausalito, Attorney

Print Name

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EXHIBIT A

Swapped Measure A/Surface Transportation Program (STP) Funds

Allocation Request Form

Project Name: Nevada Street

Implementing Agency: City of Sausalito

Project Description: Pavement Overlay

Transportation Problem to be addressed: Roadway deterioration

Funding and Project Schedule:

	Cost	Funding With		Schedule (mo/yr)	
		Swapped Measure A/STP Funds	Other Funds (Specify source if any)	Start	End
Environmental	\$872	\$872		10/08	10/09
Design	\$3,000	\$3,000		12/08	3/10
ROW	N/A			N/A	N/A
Construction	\$50,000	\$50,000		4/10	10/10
Total	\$53,872	\$53,872			

Project Location: Nevada Street from Bridgeway to Tomales (more or less depending on Actual costs to repair)

Non-Motorized Travel Considerations:

Have the needs of non-motorized travelers been considered in the design of the project and is the project consistent with Caltrans Deputy Directive 64? **Yes**

Is non-motorized travel impeded by this project? **No**

If yes, has a cross-facility, non-motorized access been included in the project?

Has a parallel non-motorized facility been designed to accommodate non-motorized travelers?
No

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EXHIBIT B

TAM RESOLUTION NO. 2008-24

**RESOLUTION OF THE TRANSPORTATION AUTHORITY OF MARIN (TAM)
ALLOCATING \$3.48 MILLION IN MEASURE A FUNDS FROM STRATEGY 2 OF THE
MEASURE A STRATEGIC PLAN TO LOCAL STREET AND ROAD PROJECTS FOR
FEDERAL SURFACE TRANSPORTATION PROGRAM (STP) FUNDS SWAPPED FROM THE
HIGHWAY 101 GAP CLOSURE PROJECT**

WHEREAS, Strategy 2 of the Measure A Expenditure Plan provides that it would fully fund up to \$25 million to ensure the accelerated completion of the Highway 101 carpool lane gap closure project through San Rafael; and

WHEREAS, Eligible uses of funds identified in the Expenditure Plan include completion of final construction segment of the Highway 101 Gap Closure Project and completion of the north-south bicycle way through Puerto Suello Hill to improve bicycle safety; and

WHEREAS, In its role as the Congestion Management Agency (CMA), TAM is responsible for programming federal STP funds in Marin County; and

WHEREAS, In December 2005, TAM approved the swapping of \$3.48 million in STP funds with Measure A funds, originally programmed to the Highway 101 Gap Closure Project, to alleviate burdens on local project sponsors which would have otherwise used federal funds on smaller projects; and

WHEREAS, STP guidelines require TAM to obligate the funds by May 2009; and

WHEREAS, A Call for Projects was issued on March 20, 2008 for \$3.48 million in swapped STP/Measure A funds; and

WHEREAS, TAM received 18 applications and reviewed each application for STP eligibility; and

WHEREAS, TAM worked with local agencies on modifying their applications to meet STP requirements; and

WHEREAS, On July 10, 2008, TAM issued a letter MTC requesting approval for 18 road improvement projects seeking to use \$3.48 million in swapped STP/Measure A funds in Marin County; and

WHEREAS, MTC issued a response, dated July 28, 2008, that the applications submitted by TAM met the requirements of the STP Program and authorized TAM to allocate Measure A funds in the amount \$3.48 million to fulfill the fund swap commitment on the Highway 101 Gap Closure Project; and

WHEREAS, There are sufficient funds in the Strategy 2 line item of the TAM's approved FY 08/09 budget to cover the proposed action; now, therefore, be it

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RESOLVED, That the Transportation Authority of Marin hereby allocates a total of \$3.48 million in Measure A funds for eligible STP projects under Strategy 2 for FY 08/09 in the following distributions: \$1,928,321 for Marin County, \$21,398 for the City of Belvedere, \$99,896 for the Town of Corte Madera, \$54,914 for the Town of Fairfax, \$110,756 for the City of Larkspur, \$153,675 for the City of Mill Valley, \$366,579 for the City of Novato, \$28,935 for the Town of Ross, \$145,395 for the Town of San Anselmo, \$415,620 for the City of San Rafael, \$53,872 for the City of Sausalito, and \$100,639 for the Town of Tiburon; and be it further

RESOLVED, That the Transportation Authority of Marin finds the allocations of funds to be in conformance with the priorities and funding levels established in the Measure A Expenditure Plan and the 2008 Measure A Strategic Plan Update; and be it further

RESOLVED, That the Transportation Authority of Marin hereby authorizes the actual expenditure (cash reimbursement) of funds for these activities to take place subject to the Fiscal Year Cash Flow Distribution Schedules detailed in the attached Allocation Request Forms; and be it further

RESOLVED, That as a condition of this authorization for expenditure, the Executive Director shall impose such terms and conditions as are necessary for the project sponsors to comply with applicable law and adopted Authority policies and execute Funding Agreements with the project sponsors to that effect; and be it further

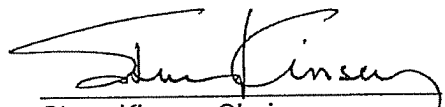
RESOLVED, That as a condition of this authorization for expenditure, the referenced project sponsors shall provide the Authority with any other information it may request regarding the use of the funds hereby authorized.

PASSED AND ADOPTED at a regular meeting of the Transportation Authority of Marin held on the 25th day of September 2008, by the following vote:


AYES: Commissioners: Adams, Breen, Brown, Cock, Connolly (Alternate), Kinsey, Lundstrom, Maggiore, McGlashan, Skall

NOES: Commissioners:

ABSENT: Commissioners: Albritton, Arnold, Boro, Dillon-Knutson, Donnell, Fredericks, Moulton-Peters


Steve Kinsey, Chair
Transportation Authority of Marin

ATTEST:


Dianne Steinhauser
Executive Director

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EXHIBIT C

Project Closeout Report (sample format)

(Due with final reimbursement request)

Final amount spent on this project, including non-Measure funds:

Describe any significant scope change from the Allocation Request Form, if any:

Date that the project was opened for public use:

Was there any ground-breaking and/or ribbon-cutting ceremony? If so, list dates:

Provide copies of any press releases issued, if any:

Provide digital photographs of complete project, including a photograph of Measure A signage: