



# STAFF REPORT

## SAUSALITO CITY COUNCIL

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### AGENDA TITLE:

Transportation Authority of Marin Return to Source Grant.

### RECOMMENDED ACTION:

Execute an Agreement with Transportation Authority of Marin

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### SUMMARY

Voters in Marin approved Measure A in November of 2004. The Transportation Authority of Marin was formed to administer Measure A. The Measure included "return to source" funds for local transportation improvement programs. These funds are allocated annually by the Transportation Authority of Marin (TAM). TAM has prepared Amendment No. 2 to Funding Agreement 2007-013 with Sausalito, to enable the disbursement of return to source funds for Fiscal Years 2008/09 and 2009/10 for a total of \$134,737.

Staff recommends the Council adopt a resolution authorizing the City Manager to execute Amendment No. 2 to TAM Agreement #2007-013.

### BACKGROUND

Voters in Marin approved Measure A in November of 2004. Transportation Authority of Marin was created to administer Measure A. Measure "A" included "Return to Source" funds for local transportation improvement programs. Sausalito received a first disbursement in 2008 for \$65,997. Sausalito received a second disbursement in 2009 for of \$75,274. TAM has prepared Amendment No. 2 to enable a third disbursement of funds to Sausalito of \$134,737. This amount was determined using a formula that was weighted 50% based upon population and 50% based upon street mileage.

To obtain these funds the City must execute an agreement with the Transportation Authority of Marin. TAM has prepared an Agreement Amendment No. 2 to enable funds disbursement.

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## ISSUES

The funds must be used for transportation purposes including street and roads projects, local transit projects, bicycle projects, and pedestrian projects. The Sausalito Budget programmed \$50,000 of TAM funds for the Street Repair Program and \$47,000 for NMTTPP Bridgeway to Ferry Landing Design Costs. The remaining amounts are expected to go into Measure A Fund fund balances. Programming of those amounts are expected to be deliberated on in coming months with the preparation of the budget for next year and in the process of awarding contracts for transportation projects.

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.

This program is an annual program. Is it reasonable to grant staff an ongoing authorization to execute this and future amendments to speed disbursement of Measure A funds to the City? Staff believes so but defers analysis and deliberation of this matter to the Council.

## FISCAL IMPACT

Approving this item provides additional revenue for transportation projects. TAM’s policy is to hold return to source allocations until the local agency has made claim to them. Annual Claims have not occurred for various reasons including belief that the funds need to be expended in a timely manner and staff vacancies limiting the ability to prepare documents to make claims for the funds and more importantly, develop project documents to expend the funds. Engineering is now staffed to budgeted levels and have been able to begin to address a backlog of activities including Capital Improvement Projects and making claims to Measure A funds.

The monies must be used for eligible transportation projects. Staff recommends that the funds be held for use for transportation projects in the General Capital Projects Fund and/or in the most current Ten Year Capital Improvement Plan. Measure A funds will provide financial augmentation of the identified programs and projects.

## STAFF RECOMMENDATIONS

1. Approving the TAM Agreement #2007-013 Amendment No. 2

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2. Adopt a resolution authorizing the City Manager to execute TAM Measure A "return to source funding agreements and amendments including Amendment No. 2 to Agreement #2007-013 on behalf of the City.

**ATTACHMENTS:** Resolution  
TAM Agreement #2007-013  
Amendment No. 2

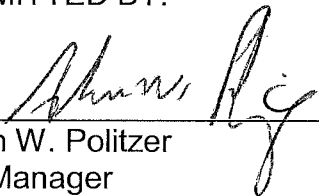
PREPARED BY:

  
\_\_\_\_\_  
Todd Teachout, City Engineer

REVIEWED BY (Department Head):

  
\_\_\_\_\_  
Jonathon Goldman, Director of Public Works

SUBMITTED BY:

  
\_\_\_\_\_  
Adam W. Politzer  
City Manager

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RESOLUTION \_\_\_-10

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO APPROVING AMENDMENTS TO TAM AGREEMENT #2007-013 (RETURN TO SOURCE) AND AUTHORIZING THE CITY MANAGER TO EXECUTE FUNDING AGREEMENT DOCUMENTS 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 has prepared an agreement to enable disbursement of funds to the City of Sausalito for local transportation programs; and

WHEREAS, the terms and conditions of the disbursement are detailed in TAM Agreement #2007-013 which the City Council approved in December of 2006; and

WHEREAS, the TAM Agreement #2007-013 is amended from time to time to provide additional disbursements to the City of Sausalito.

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

1. Approves Amendment No. 2 of TAM Agreement #2007-013.
2. Authorizes the City Manager to execute said funding agreement amendment and subsequent funding agreement amendment documents on behalf of the City.

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

\_\_\_\_\_  
Mayor, City of Sausalito

ATTEST:

\_\_\_\_\_  
City Clerk

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**AMENDMENT NO. 2 TO FUNDING AGREEMENT 2007-013 BY AND BETWEEN  
THE TRANSPORTATION AUTHORITY OF MARIN  
AND THE CITY OF SAUSALITO**

**THIS AMENDMENT NO. 2** to Funding Agreement 2007-013 is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2009, by and between the Transportation Authority of Marin, hereinafter referred to as "TAM," and the City of Sausalito, hereinafter referred to as "RECIPIENT."

**RECITALS:**

**WHEREAS**, TAM and the RECIPIENT entered into Funding Agreement 2007-013 ("AGREEMENT") for allocation of Measure A funds from Strategy 3.2 of the Measure A Strategic Plan to complete work on projects identified as Local Infrastructure for All Modes in the Measure A Expenditure Plan; and

**WHEREAS**, Section 3 of AGREEMENT obligated RECIPIENT to complete work in accordance to the RECIPIENT's Measure A Sales Tax Program Allocation Request Form; and

**WHEREAS**, Section 4 to AGREEMENT stipulated the maximum cost to TAM for services to be provided by the RECIPIENT shall not exceed \$141,271, as amended by Amendment No. 1; and

**WHEREAS**, TAM and RECIPIENT desire to amend AGREEMENT to augment the scope of work and increase the maximum cost to TAM by \$134,737 to complete work identified in EXHIBIT G; and

**NOW, THEREFORE**, The parties agree to amend AGREEMENT as set forth below.

**AGREEMENT:**

- A. The parties shall perform under this Amendment upon the same terms and conditions as the AGREEMENT except as amended herein below.
- B. Section 3 of AGREEMENT is hereby amended to read, as follows:

**SECTION 3. PROJECT DEFINITION AND SCOPE**

This AGREEMENT, approved through TAM Resolutions 2006-14, 2007-16, and 2009-12, 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):

**Local Infrastructure for All Modes**

Additional information on project scope is included in the Measure A Sales Tax Program Allocation Request Forms.

- C. Section 4 of AGREEMENT is hereby amended to read, as follows:

**SECTION 4. GRANT**

TAM hereby grants to the RECIPIENT the sum of \$65,997 as designated in TAM Resolution No. 2006-14, approved July 27, 2006, \$75,274 as designated in TAM Resolution No. 2007-16, approved July 26, 2007, and \$134,737 as designated in TAM Resolution No. 2009-12, approved June 25, 2009, which are attached as EXHIBITS D, F, and G and are included in this AGREEMENT by reference.

- D. Section 34 of AGREEMENT is hereby amended to read, as follows:

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**SECTION 34. EXHIBITS**

The following Exhibits are hereby made part of this AGREEMENT:

- 1. EXHIBIT A: Conditions on Sub-Strategy 3.2
- 2. EXHIBIT B: Allocation Request Form – FY 06/07
- 3. EXHIBIT C: Project Report (Sample Format)
- 4. EXHIBIT D: TAM Board Resolution 2006-14
- 5. EXHIBIT E: Allocation Request Form – FY 07/08
- 6. EXHIBIT F: TAM Board Resolution 2007-16
- 7. EXHIBIT G: Allocation Request Form – FY 09/10
- 8. EXHIBIT H: TAM Board Resolution 2009-12

E. Amendment No. 2 shall supersede all prior amendments.

**IN WITNESS WHEREOF**, The parties have executed this Amendment No. 2 on the date first above written.

**CITY OF SAUSALITO:**

**TRANSPORTATION AUTHORITY OF MARIN:**

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Dianne Steinhauser, Executive Director

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

Approved as to form:

By: \_\_\_\_\_  
Attorney, City of Sausalito

\_\_\_\_\_  
Name (Print)

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**EXHIBIT G**

**Transportation Authority of Marin  
Measure A – Transportation Sales Tax**

**Allocation Request Form**

**Fiscal Year of Allocation:** 2009/010

**Expenditure Plan:** Local Roads and Related Infrastructures (Strategy 3.2)

**Project Name:** Street Repair Program including Base Failure Repairs

**Implementing Agency:** City of Sausalito

**Scope of Work:** Pavement Maintenance, minor concrete, utility cover adjustments

**Cost of Scope:** \$139,346

**Strategic Plan Programmed Amount:** \$68,537 from FY 09/10 and \$70,809 from previous year

**Requested Amount:** \$134,737

**Other Funding:** Measure A, Gas Tax, Local Street Repair Funds

**Cash flow Availability:** 100% in FY 09/10

**Project Delivery Schedule (include start & completion milestones):**

PE/Design/Env. 3<sup>rd</sup> qtr, 2009

Advertise 2<sup>nd</sup> qtr, 2010

Construction, 3<sup>rd</sup> Qtr 2010

**Environmental Clearance:**

Class 1, Categorical Exemption, Existing Facilities

Class 5, Categorical Exemption, Minor Alterations (if ADA facilities required)

**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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## 2008 Street Repair Program

### 2.5 Inch Overlay

Filbert (Marie to Girard)  
Girard (Litho to Filbert)  
Spring (Bridgeway to Woodward)  
Third Street (Richardson to North)

### 1.5 Inch Overlay

Booker Ave (Spencer to Cloudview)  
Caledonia (Johnson to Caledonia)  
Ebbtide (Bridgeway to 100 Ebbtide)  
Heath Way (Gate 5 to End)  
Olima (Coloma to Butte)  
Park Street (El Portal to Bridgeway)  
Road 3 (Harbor to End)  
Rose Ct. (Glen to Glen Ct)  
Sweetbriar Ln. (Spencer to end)

### Slurry Seal

*Bee St. (Bridgeway to Caledonia)*  
Butte St. (Sacramento to Tomales)  
Cloudview (Prospect to end near 101)  
*Coloma (Gate 5 Rd to Bridgeway)*  
Glen Dr. (Bend at 129 to Johnson St)  
Gordon (Spring to old end)  
Harbor Dr.. (Gate 5 to Clipper YH Entrance)  
*Harrison Ave. (San Carlos to PCC section)*  
*Kendall Ct. (Nevada to Cul de sac)*  
*Lower Crescent (Crescent to Main)*  
Marion (South St. to End)  
Princess St. (Bridgeway to Bulkley)  
Sausalito (Second to Third)  
Second St. (Richardson to end)  
Spring Street (Woodward to end)  
*West St (Richardson to Main St.)*

### Crack Seal

Attwood (Harrison to North)  
Bulkley (Santa Rosa to Princess)  
Cazneau(Platt to Marie)  
*Crescent (Lower Crescent to PCC)*  
*Harbor Dr (Bridgeway to Rd. 3)*

## 2009 Street Repair Program

### Slurry Seal

Buchanan(Nevada to End)  
Currey Ln (Currey Ave to End)  
El Portal(Bridgeway to Tracy Way)  
Glen Ct. (Rose Ct. to Glen Dr.)  
Harrison Ave. (Attwood to San Carlos)  
Harrison Ave. (Santa Roas to Glen Dr.)  
Johnson St.(waters edge to Bridgeway)  
Locust (Girard to steps to Cazneau)  
Locust (Bridgeway to Caledonia)  
Main St.(Second to end @beach)  
Marin Ave.(Nevada to Woodward Ave.)  
Marion(Edwards to South)  
Napa (Caledonia to Filbert)  
Pearl (Easterby to CDS end)  
Prospect (Clouview to End)  
Rodeo (Sausalito Towers to Woodward)  
Sacramento Ave. (Butte to End)  
Stanford Way(Ebbtide Ave. to Olima St.)  
*Turney St.(Bonita to Girard)*  
Valley St.(2nd to End near bay)  
Vista Clara Dr.(Monte Mar to Currey Ave.)  
West Ct. (Richardson St. to End)  
Wray Ave.(Currey to End)

### Crack Seal

*Alexander(City Limit to South)*  
Atwood(North to Bulkley)  
Bulkley(San Carlos to Atwood)  
Cazneau(Platt to Marie)  
Filbert(Easterby to Marie)  
Harbor Dr.(Bridgeway to Rd 3)



EXHIBIT H

**TAM RESOLUTION NO. 2009-12**

**RESOLUTION OF THE TRANSPORTATION AUTHORITY OF MARIN FOR THE ALLOCATION OF \$2,482,464 IN MEASURE A, STRATEGY 3.2, FUNDS TO BELVEDERE, CORTE MADERA, FAIRFAX, LARKSPUR, MILL VALLEY, NOVATO, ROSS, SAN ANSELMO, SAN RAFAEL, SAUSALITO, TIBURON, AND MARIN COUNTY**

WHEREAS, 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; and

WHEREAS, The duration of the tax will be 20 years from the initial year of collection, which began April 1, 2005, with said tax to terminate on March 31, 2025; and

WHEREAS, The tax proceeds will be used to pay for the programs and projects outlined in TAM's Expenditure Plan; and

WHEREAS, TAM has developed a Strategic Plan to provide guidance on implementing the Expenditure Plan; and

WHEREAS, The Strategic Plan programs Measure A funds over a 20 year period to the four strategies listed in the Expenditure Plan, including Strategy 3.2, Local Infrastructure for all Modes; and

WHEREAS, Measure A funds for Strategy 3.2, Local Infrastructure for all Modes, are programmed under the Strategic Plan to Marin County and the cities or towns of Belvedere, Corte Madera, Fairfax, Larkspur, Mill Valley, Novato, Ross, San Anselmo, San Rafael, Sausalito, and Tiburon for infrastructure improvement projects that are prioritized by the respective Public Works Directors; and

WHEREAS, Measure A funds for Strategy 3.2 can be used for street and road projects, local transit projects, and bicycle and pedestrian projects.

WHEREAS, Infrastructure improvement projects funded with Measure A funds for Strategy 3.2 will be approved by the County's and Cities' governing boards at public meetings, and

WHEREAS, The project sponsors are requesting funds from Strategy 3.2 that have been accumulated for FY 09/10; and



WHEREAS, These allocations are consistent with the 2009 Measure A Strategic Plan Update; and

WHEREAS, There are sufficient funds in the Strategy 3.2 line item of the TAM's approved FY 09/10 budget to cover the proposed action; and

WHEREAS, After reviewing the request in coordination with project sponsors, TAM staff recommended allocating \$2,482,464 in Measure A funds as requested; now, therefore, be it

RESOLVED, That the Transportation Authority of Marin hereby allocates a total of \$2,482,464 in Measure A funds for eligible projects under Strategy 3.2 for FY 09/10 in the following distributions: \$23,711 for the City of Belvedere, \$79,503 for the Town of Corte Madera, \$64,160 for the Town of Fairfax, \$90,894 for the City of Larkspur, \$129,483 for the City of Mill Valley, \$407,744 for the City of Novato, \$ 110,484 for the Town of Ross, \$103,214 for the Town of San Anselmo, \$454,934 for the City of San Rafael, \$134,737 for the City of Sausalito, \$79,038 for the Town of Tiburon, and \$804,561 for the County of Marin; and be it further

RESOLVED, That the Transportation Authority of Marin finds the allocations of these funds to be in conformance with the priorities and funding levels established in the Measure A Expenditure Plan and the 2009 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 Schedule 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 respective 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.

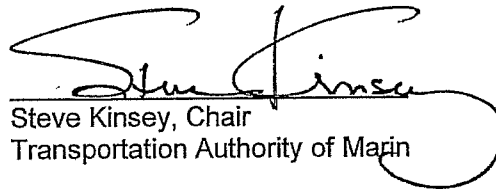
PASSED AND ADOPTED at a regular meeting of the Transportation Authority of Marin held on the 25<sup>th</sup> day of June 2009, by the following vote:

AYES: Commissioners: Adams, Arnold, Boro, Breen, Brown, Donnell, Fredericks, Kellner, Kinsey, Lundstrom, McGlashan, Moulton-Peters, Skall, Tremaine

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NOES: Commissioners:

ABSENT: Commissioners: Cock, Weiner



Steve Kinsey, Chair  
Transportation Authority of Main

ATTEST:



Dianne Steinhauser  
Executive Director

**TAM AGREEMENT #2007-013**

**FUNDING AGREEMENT  
BETWEEN**

**TRANSPORTATION AUTHORITY OF MARIN  
AND  
CITY OF SAUSALITO**

This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2006, 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 transit district.

**SECTION 1. RECITALS**

1. The voters of Marin County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq., 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 duration of the tax will be 20 years from the initial year of collection, which began April 1, 2005, with said tax to terminate on March 31, 2025.
3. The tax proceeds will be used to pay for the programs and projects outlined in the Measure A Expenditure Plan.
4. Local streets and roads funds (Funds) are provided, under the Measure A Sales Tax Revenue referendum, to local cities, towns, and Marin County (Local Agency) to be used for any local transportation need identified by the Local Agency's Public Works Director, including streets and roads projects, local transit projects, bicycle-pedestrian projects and other transportation uses, as approved by the Local Agency's governing board.
5. Each project will be required to consider the needs of all roadway users and, where feasible, locally defined bicycle and pedestrian projects will be implemented at the time a roadway is improved.
6. Funds within a geographic sub-area will be allocated to the local agencies within that sub-area based on the Expenditure Plan formula, weighted 50% by the population of the local agency within the sub-area and 50% of the number of road miles with the sub-area.
7. Funds will be reallocated every two years based on changes in population and road mile figures.

**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

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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 2006-14 of TAM, in accordance with the requirements of TAM's Measure A Expenditure Plan and Strategic Plan, is made for the following purposes identified in the RECIPIENT's Measure A Sales Tax Program Allocation Request Form (Attached):

#### **Local Infrastructure for All Modes**

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

### **SECTION 4. GRANT**

TAM hereby grants to the RECIPIENT the sum of \$65,997 as designated in Resolution No. 2006-14, approved July 27, 2006, which is included in this AGREEMENT by reference.

### **SECTION 5. COST ELIGIBILITY**

Cost eligibility shall be determined by TAM's Expenditure Plan and Strategic Plan policies. Funds may be used for any local transportation need identified by the RECIPIENT's Public Works Director, including streets and roads projects, local transit projects, bicycle pedestrian projects and other transportation uses, as approved by the RECIPIENT's governing board. Where feasible, locally defined bicycle and pedestrian projects will be implemented in conjunction with a related roadway improvement. This could include safety improvements, pedestrian facilities including disabled access, or bicycle facilities such as bike lanes or signage.

### **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.

### **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

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 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 and program activities, particularly groundbreakings and ribbon cuttings, in connection to grant funds expended from 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 five (5) 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. PAYMENT**

TAM shall remit payment to RECIPIENT upon written request by the RECIPIENT after the execution of this AGREEMENT. Payment shall not exceed the schedule shown in the Measure A Sales Tax Program Allocation Request Form - Fiscal Year Cash Flow Availability.

## **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 and of the Public Utilities Code Section 180000 et seq.

TAM shall provide notice to RECIPIENT of any and all expenditures made by RECIPIENT which are not in compliance with this AGREEMENT, the Expenditure Plan or the Measure A ballot measure promptly after TAM becomes aware of any such expenditures.

## **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 REPORT**

RECIPIENT shall provide to TAM a Project Report as shown in Exhibit B. This report shall include the total expenditures for the approved scope, revenues from all funding sources applied for the approved scope of work. 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**

TAM reserves the right to offset RECIPIENT payback of ineligible costs against future grant approvals for this project or other projects in the Expenditure Plan for which RECIPIENT is the sponsoring agency.

## **SECTION 21. RIGHT TO WITHHOLD**

If the above items are not provided to TAM by the annual due date 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 for future allocations from RECIPIENT until RECIPIENT has corrected any noted deficiencies to TAM's satisfaction. While



funds are being 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 unneeded grant funds prior to, or at the time of, PROJECT closeout. Funds are determined to be unneeded if they are uncommitted at time of project closeout.

## **SECTION 23. TERMINATION FOR CAUSE**

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 originally provided under this Agreement.

## **SECTION 24. CORRECTION OF BREACH**

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 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 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.

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 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 from any liability imposed for injury (as defined by Government Code Section 810.8) occur in by reason of anything done or omitted to be done by TAM under or in connection with any work, 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 modified.

## **SECTION 26. OBLIGATIONS**

In general, termination of financial assistance under this AGREEMENT will not invalidate obligations properly incurred by RECIPIENT before the termination date; to the extent those obligations cannot be canceled.

## **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:

EXHIBIT A: Conditions on Sub-Strategy 3.2

EXHIBIT B: Allocation Request Form

EXHIBIT C: Project Report (Sample Format)

EXHIBIT D: TAM Board Resolution 2006-14

**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 and legality:

By: \_\_\_\_\_  
City of Sausalito, Attorney

\_\_\_\_\_  
Print Name

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**Exhibit A**

**Conditions on Sub-Strategy 3.2 Local Infrastructure for All Modes**

Recipient agrees that it shall:

1. Agree to the formula used in the allocation of the funds as reflected in the Expenditure Plan, and agree to the use of the State Department of Finance Estimates of Population figures (Report E-1, updated each May) for California cities and counties for the biennial update of the allocation formula.
2. Set up an appropriate system of interest bearing accounts and reporting for funds received. The accounting system shall provide adequate internal controls and audit trails to facilitate a periodic compliance audit for the funds which shall be maintained for the duration of the Agreement plus five years after discharge.
3. Provide TAM with the number of maintained road miles within Recipient's jurisdiction which shall be consistent with the miles reported to state and federal agencies and that contained in the Recipient's pavement management system. Recipient shall provide TAM with the number of maintained road miles biennially beginning in April 2005, even if there were no changes in the number of miles.
4. In the event Recipient's expenditures in a fiscal year are less than the amount the Recipient has received, provide an explanation of why the revenues exceeded expenditures and how the Recipient plans to allocate the funds to future projects
5. Within 60 working days of the end of each fiscal year, provide a Project Report for projects upon which funds were expended. The Project Report shall show the amount spent in that reporting year, including the total estimated project costs, the total expenditures to date, a brief description (including digital photographs) and location of the projects, and the benefits to be realized from said project (see Project Report, Exhibit C). The Report must also include a description and photograph of Measure A signage and the number of signs posted.
6. As part of the Project Report, include a statement, signed by the Recipient's Public Works Director, certifying the Report's compliance with the provisions of this AGREEMENT. A resolution by the Recipient's governing board approving the project in a public meeting should be attached to the Report.
7. Provide updated and accurate information (including digital photographs of the projects before, during and after construction) for TAM's website, highlighting projects or programs in which funds received by Recipient have been used.
8. Provide updated and accurate information on Recipient's website, in order to inform the public, on how funds are being used in the Recipient's jurisdiction. Also provide a link on the Recipient's website to TAM's website.
9. Make available, upon request from TAM, Recipient's administrative officer or designated staff to render a report or answer any and all inquiries in regards to its receipt, usage and compliance audit findings of funds before the TAM Board.
10. If after the close of the third fiscal year, minimal or no funds have been expended on projects, TAM reserves the right to withhold the fifth year's funds allocation until the Recipient's allocation is drawn down.

11. Provide parcel land use information for the annual TAM transportation modeling update.

12. Provide evidence of Pavement Management System certification in accordance with section 2108.1 of the Streets and Highway Code. MTC requires cities and counties submitting pavement maintenance and rehabilitation projects for funding to utilize a Pavement Management Program.

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**Exhibit B**

**Transportation Authority of Marin  
Measure A – Transportation Sales Tax**

**Allocation Request Form**

**Fiscal Year of Allocation:** 2006-07

**Expenditure Plan:** Strategy 3 – Local Transportation Infrastructure  
Sub-strategy 3.2 - Local Infrastructure for all Modes

**Project Name:** Local Infrastructure for All Modes

**Implementing Agency:** City of Sausalito

**Scope of Work:** As defined by the Expenditure Plan, eligible projects include street and road projects, local transit projects, and bicycle and pedestrian projects. Where feasible, locally defined bicycle and pedestrian projects will be implemented in conjunction with a related roadway improvement. This could include safety improvements, pedestrian facilities including disabled access, or bicycle facilities such as bike lanes or signage.

The City of Sausalito has identified the following local infrastructure projects for implementation during fiscal year 2006-07:

- Roadway and other eligible projects identified in the City of Sausalito Annual Budget ending June 30, 2007 (attached).

The City of Sausalito will provide a Project Report for project(s) upon which TAM funds are expended within 60 working days of the end of fiscal year 2006-07. The Project Report will include a brief description of the project and describe the benefits realized from the project. The report will identify the amount spent during the reporting year, including the total estimated project costs, the sources of project funding, and total expenditures to date.

**Strategic Plan Programmed and Requested Amounts:**

Funding Allocations for Local Infrastructure Projects							
Community	2006 % of Total	Programmed			Requested		
		2004-05	2005-06	Total	2004-05	2005-06	Total
Sausalito	2.84%	\$4172	\$61,825	\$65,997	\$4172	\$61,825	\$65,997

**Funding:** Spencer Avenue Rehabilitation – Federal STP, Bridgeway Bicycle Path (Johnson to Litho/Napa) – Regional TFCA

**Cashflow Availability:** 100% in FY 2006-07

**Project Delivery Schedule:** July 1, 2006 – June 30, 2007

**Environmental Clearance:** The City of Sausalito is responsible for environmental clearance. Documentation will be provided in the Project Report.

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REPORT

ON THE PROGRESS OF THE WORK

OF THE COMMITTEE

IN THE YEAR 1850

AND OF THE MEASURES WHICH HAVE BEEN TAKEN

FOR THE IMPROVEMENT OF THE

NAVY OF GREAT BRITAIN

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General Capital Projects Fund										FY 2007	
Account No. & Title	Project No.	Quantity, brief description and justification of items requested	Design Internal	Design External	Construction	Construction Internal	Construction External	Requested Appropriation	Funding Source (transfer in)	Est. Pjt Start Date	Est. Pjt Completion Date
		Streets Selected for 2006									
		Bulkeley Ave Princess-Alwood Hamilton									
		Glenn Dr (Johnson to San Carlos)									
		Filbert Ave (Easterby to Woodward)									
		Membership Way (Libertyship to Reed Turn)									
		Monte Mar Dr. (Currey Ave. to US 101)									
		Total Crack Sealing									
		Crescentia Dr (Monte Mar to Currey)									
		Ensign St. (Bridgeway to Humboldt)									
		Johnson (Water to Bridgeway)									
		Lilho Street (Bridgeway to Caladonia)									
		Main Ave. (Nevada to Woodward)									
		Napa Street (Bridgeway to Caladonia)									
		Prospect Ave. (Cloudiview to Cul de sac)									
		Valley Street (West to Second St)									
		Tomales street (Wateres to Bufile)									
		Total Slurry Sealing									
		Georgia Lane (Currey Ave. to Cul de sac)									
		Main Street (Filbert to Woodward)									
		Glen Drive (Cazneau to Currey)									
		Filbert Ave (Gillard to Cazneau)									
		Cazneau Ave. (Flat to Filbert)									
		Cazneau Ave. (Glen to Gillard)									
		Tomales Ave ( Nevada to Wateres)									
		Total 1.5" Overlay									
140-410-4101-450	CN05001	2006 Street Repair Program			489,750	11,000	33,000	533,750	122	Jan. 2006	Oct. 2006
					489,750	11,000	33,000	533,750			
	CN07001	2007 Street Repair Program	5,000		96,000	2,000	8,000	117,000	122	Jul. 2006	Oct. 2007
					13,000	2,500	7,500	23,000	122		
					11,700			11,700	123		
					90,300			90,300	Surface Transport (fed) grant	Jan. 2006	Oct. 2006
					115,000	2,500	7,500	125,000			
140-410-4102-450	CN05002	Spencer Ave Rehab. (STP)			63,000			63,000	TFCA grant (BAAQM)		
140-410-4103-450	CN05003	Bridgeway Bike Path (por. bet. Johnson & Lilho)			17,500		2,000	22,000	123	July, 2006	June, 2007
		Sidewalk Repair Program	2,500								
		Harriet Ave./San Carlos Ave.	2,000		16,000			20,000			
		Toyon (121, 19)	1,500		50,000			65,000			
		Catch Basin Repair to replace inlet grates	1,500		13,000			16,000			
CM-07-001		2006-2007 Storm Drain Repair Program	5,000		79,000			101,000	125	Jul. 2006	Oct. 2007

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General Capital Projects Fund												
Fund 140												
Account No. & Title	Project No.	Quantity, brief description, and justification of items requested	Design Internal	Design External	Construction	Construction Internal	Construction External	Engineering External	Requested Appropriation	Funding Source (transfer-in)	Est. Prj Start Date	Est. Prj Completion Date
		City Hall Library Bathrooms (Phase 1)	1,500	6,000	64,000		6,500		75,000	10% 110, 50% 115, 40% 100	Jul. 2008	?
		City Hall Basketball Court Resurface(Cons)			15,000				15,000		Jul. 2004	Oct. 2006
		MLK Park Field House Project			23,150				23,150			
		Harrison Park Playground/Landscaping (Cons)			15,000				15,000		Jul. 2005	Jun. 2007
		Gabrialson Park Electrical Service		1,700	17,000			1,700	20,400		Jul. 2006	Jun. 2007
		Yee Tock Choo ADA & Beautification	2,000		20,000			2,000	24,000		Jul-06	Jun. 2007
		Vine Del Mar/Lot 2 Bathroom ADA Imp.	1,250	12,500	125,000	12,500		2,000	153,250			
		Total Recreation Projects	3,250	14,200	215,150	12,500		5,700	250,800	135		
		Total General Capital Projects	15,250	42,200	1,438,400	28,000		62,700	1,287,650			
		Funding Source (by Fund):										
		100 = General Fund										
		110 = Sewer										
		118 = Library Capital Improvement										
		122 = Construction Impact										
		123 = Traffic Congestion Relief										
		125 = Storm Drainage										
		136 = Recreation Grants										

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**EXHIBIT C**

**Project Report (sample format)**

(due within 60 days of the end of each fiscal year)

Amount spent in this reporting year -

Total estimated project costs

Total expenditures to date

Project locations and descriptions

(please provide digital photographs for each project)

Benefits realized from project(s)

Measure A signage:

Number of signs posted:

Attach a statement, signed by the City Public Works Director, certifying the reports compliance with the provisions of the funding Agreement

Attach a resolution by the Governing Board approving the project(s)

Attach the project worksheet template (sample follows) for each project included in the Project Report

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## Local Roadway Project Report, Part I

<i>Name of roadway:</i>	
<i>Project limits:</i>	
<i>Jurisdiction:</i>	
<i>Description of maintenance project:</i>	
<i>Roadway's Pavement Condition Index:</i>	
<i>Date of last PCI Evaluation:</i>	

### Multi-Modal and Safety-Related Considerations

According to the Marin County Transportation Sales Tax Expenditure Plan, each local road project will be required to consider the needs of all roadway users. Where feasible, locally defined bicycle and pedestrian projects will be implemented at the time a roadway is improved. Improvements could include striping and signing for bicycle lanes and bikeways, sidewalk improvements, curb ramps, and other accessibility and safety improvements.

Please discuss, in the following three sections, considerations for multi-modal and safety-related improvements as a part of the local road maintenance project.

1. **Safety Improvements:** Describe safety-related improvements considered as a part of the project (refer to collision statistics, traffic volumes, roadway functional classification and other information, as appropriate). Discuss whether these improvements are feasible and indicate if they could or could not be included as a part of the project. If not, state why.

2. **Pedestrian and Disabled Persons Facilities:** Describe pedestrian and ADA-related improvements considered as a part of the project (refer to pedestrian master plans, ADA transition plans, school and transit access considerations, and other information, as appropriate). Discuss whether these improvements are feasible and indicate if they could or could not be included as a part of the project. If not, state why.

3. **Bicycle Facilities:** Describe bicycle-related improvements considered as a part of the project (refer to bicycle master plans and other information, as appropriate). Discuss whether these improvements are feasible and indicate if they could or could not be included as a part of the project. If not, state why.

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Exhibit D

**TAM RESOLUTION NO. 2006-14**

**RESOLUTION OF THE TRANSPORTATION AUTHORITY OF MARIN (TAM) FOR THE ALLOCATION OF \$2,296,153 IN MEASURE A, STRATEGY 3 FUNDS TO MARIN COUNTY AND THE CITIES OR TOWNS OF BELVEDERE, CORTE MADERA, FAIRFAX, LARKSPUR, MILL VALLEY, NOVATO, SAN ANSELMO, SAN RAFAEL, SAUSALITO, AND TIBURON**

WHEREAS, 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; and

WHEREAS, The duration of the tax will be 20 years from the initial year of collection, which began April 1, 2005, with said tax to terminate on March 31, 2025; and

WHEREAS, The tax proceeds will be used to pay for the programs and projects outlined in TAM's Expenditure Plan; and

WHEREAS, TAM has developed a Strategic Plan, that will be updated every two years, to provide guidance on implementing the Expenditure Plan; and

WHEREAS, The Strategic Plan programs Measure A funds over a 20 year period to the four strategies listed in the Expenditure Plan, including Strategy 3, Local Transportation Infrastructure, Sub-strategy 3.2, Local Infrastructure for all Modes; and

WHEREAS, Measure A funds for Sub-strategy 3.2, Local Infrastructure for all Modes, are programmed under the Strategic Plan to Marin County and the cities or towns of Belvedere, Corte Madera, Fairfax, Larkspur, Mill Valley, Novato, Ross, San Anselmo, San Rafael, Sausalito, and Tiburon for infrastructure improvement projects that are prioritized by the respective Public Works Directors; and

WHEREAS, The Town of Ross is also an eligible recipient, but elected to defer an allocation of Measure A funds until sufficient funds can be accumulated to adequately fund a complete project; and

WHEREAS, Measure A funds for Sub-strategy 3.2 can be used for street and road projects, local transit projects, and bicycle and pedestrian projects.

WHEREAS, Infrastructure improvement projects funded with Measure A funds for Sub-strategy 3.2 will be approved by the County's and Cities' governing boards at public meetings, and

WHEREAS, The project sponsors are requesting funds from Sub-strategy 3.2 that have been accumulated for FY 2004-05 and FY 2005-06; and

WHEREAS, Funds from FY 2004-05 were not allocated in the year accumulated and, thus, are available for current allocations; and

WHEREAS, These allocations are consistent with the 2006 Measure A Strategic Plan; and

WHEREAS, There are sufficient funds in the Sub-strategy 3.2 line item of the TAM's approved Fiscal Year 2006/07 budget to cover the proposed action; and

WHEREAS, After reviewing the request in coordination with project sponsors, TAM staff recommended allocating \$2,296,153 in Measure A funds as requested; now, therefore, be it

RESOLVED, That the Transportation Authority of Marin hereby allocates a total of \$2,296,153 in Measure A funds for eligible projects under Sub-strategy 3.2 for the period July 1, 2006 to June 30, 2007 in the following distributions: \$781,988 for Marin County, \$23,630 for the City of Belvedere, \$68,591 for the Town of Corte Madera, \$66,803 for the Town of Fairfax, \$96,199 for City of Larkspur, \$140,588 for the City of Mill Valley, \$397,547 for the City of Novato, \$111,169 for the Town of San Anselmo, \$467,893 for the City of San Rafael, \$65,997 for the City of Sausalito, and \$75,748 for the Town of Tiburon; and be it further

RESOLVED, That the Transportation Authority of Marin finds the allocations of these funds to be in conformance with the priorities and funding levels established in the Measure A Expenditure Plan and the 2006 Measure A Strategic Plan; 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

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Year Cash Flow Distribution Schedule 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 respective project sponsors to that effect; and be it further

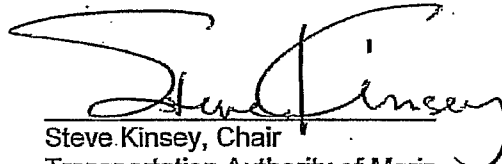
RESOLVED, That as a condition of this authorization for expenditure, the referenced project sponsors shall provide the Authority with any other information it may request regarding the use of the funds hereby authorized.

PASSED AND ADOPTED at a regular meeting of the Transportation Authority of Marin held on the 27<sup>th</sup> day of July 2006, by the following vote:


AYES:

NOTES:

ABSENT:

  
Steve Kinsey, Chair  
Transportation Authority of Marin

ATTEST

  
Dianne Steinhauser  
Executive Director

**AMENDMENT NO. 1 TO FUNDING AGREEMENT 2007-013 BY AND BETWEEN  
THE TRANSPORTATION AUTHORITY OF MARIN  
AND THE CITY OF SAUSALITO**

**THIS AMENDMENT NO. 1** to Funding Agreement 2007-013 is made and entered into this 14<sup>th</sup> day of August 2007, by and between the Transportation Authority of Marin, hereinafter referred to as "TAM," and the City of Sausalito, hereinafter referred to as "RECIPIENT."

**RECITALS:**

**WHEREAS**, TAM and the RECIPIENT entered into Funding Agreement 2007-013 ("AGREEMENT") for allocation of Measure A funds from Strategy 3.2 of the Measure A Strategic Plan to complete work on projects identified as Local Infrastructure for All Modes in the Measure A Expenditure Plan; and

**WHEREAS**, Section 3 of AGREEMENT obligated RECIPIENT to complete work in accordance to the RECIPIENT's Measure A Sales Tax Program Allocation Request Form; and

**WHEREAS**, Section 4 to AGREEMENT stipulated the maximum cost to TAM for services to be provided by the RECIPIENT shall not exceed \$65,997; and

**WHEREAS**, TAM and RECIPIENT desire to amend AGREEMENT to augment the scope of work and increase the maximum cost to TAM by \$75,274 to complete work identified in EXHIBIT E; and

**NOW, THEREFORE**, The parties agree to amend AGREEMENT as set forth below.

**AGREEMENT:**

A. Section 3 of AGREEMENT is hereby amended to read, as follows:

**SECTION 3. PROJECT DEFINITION AND SCOPE**

This AGREEMENT, approved through TAM Resolutions 2006-14 and 2007-16, 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):

**Local Infrastructure for All Modes**

Additional information on project scope is included in the Measure A Sales Tax Program Allocation Request Forms.

B. Section 4 of AGREEMENT is hereby amended to read, as follows:

**SECTION 4. GRANT**

TAM hereby grants to the RECIPIENT the sum of \$65,997 as designated in TAM Resolution No. 2006-14, approved July 27, 2006, and \$75,274 as designated in TAM Resolution No. 2007-16, approved July 26, 2007, which are included in this AGREEMENT by reference.

C. Section 34 of AGREEMENT is hereby amended to read, as follows:

**SECTION 34. EXHIBITS**

The following Exhibits are hereby made part of this AGREEMENT:

**RECEIVED**

APR 07 2009

CITY OF SAUSALITO

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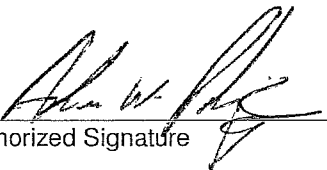


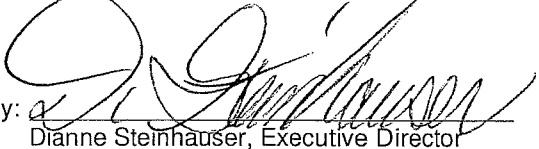
1. EXHIBIT A: Conditions on Sub-Strategy 3.2
2. EXHIBIT B: Allocation Request Form – FY 06/07
3. EXHIBIT C: Project Report (Sample Format)
4. EXHIBIT D: TAM Board Resolution 2006-14
5. EXHIBIT E: Allocation Request Form – FY 07/08
6. EXHIBIT F: TAM Board Resolution 2007-16

IN WITNESS WHEREOF, The parties have executed this Amendment No. 1 on the date first above written.

**CITY OF SAUSALITO:**

**TRANSPORTATION AUTHORITY OF MARIN:**

By:   
 Authorized Signature

By:   
 Dianne Steinhauser, Executive Director

ADAM W. POLITEER  
 Name (Print)

CITY MANAGER  
 Title

Approved as to form:

By: \_\_\_\_\_  
 Attorney, City of Sausalito

\_\_\_\_\_  
 Name (Print)

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## EXHIBIT E

### Transportation Authority of Marin Measure A – Transportation Sales Tax

#### Allocation Request Form

**Fiscal Year of Allocation:** 2007-08

**Expenditure Plan:** Strategy 3 – Local Transportation Infrastructure  
Sub-strategy 3.2 - Local Infrastructure for all Modes

**Project Name:** Local Infrastructure for All Modes

**Implementing Agency:** City of Sausalito

**Scope of Work:** As defined by the Expenditure Plan, eligible projects include street and road projects, local transit projects, and bicycle and pedestrian projects. Where feasible, locally defined bicycle and pedestrian projects will be implemented in conjunction with a related roadway improvement. This could include safety improvements, pedestrian facilities including disabled access, or bicycle facilities such as bike lanes or signage.

The City of Sausalito has identified the following local infrastructure projects for implementation during fiscal year 2007-08:

- Local Street Repair Program Reserves - Base Repairs, seal coat, crack seal, overlay along Sausalito Streets.
- Bridgeway to Ferry NMTPPP Improvements - Install improvements to improve access for non-motorized travel modes between Bridgeway and the Sausalito Ferry Landing. Match funds for Environmental and PE.

The City of Sausalito will provide a Project Report for project(s) upon which TAM funds are expended within 60 working days of the end of fiscal year 2007-08. The Project Report will include a brief description of the project and describe the benefits realized from the project. The report will identify the amount spent during the reporting year, including the total estimated project costs, the sources of project funding, and total expenditures to date.

**Cost of Scope:** \$275,274

- Local Street Repair Program Reserves - \$60,274
- Bridgeway to Ferry NMTPPP Improvements - \$215,000

**Measure A Strategic Plan Programmed:** \$75,274

**Measure A Requested Amounts:** \$75,274 (\$60,274 for Local Street Repair Program Reserves and \$15,000 for Bridgeway to Ferry Improvements)

**Other Funding:**

- Local Street Repair Program Reserves - Gas Tax, Impact Fees, Other revenues
- Bridgeway to Ferry NMTPPP Improvements - NMTTPP \$200,000

**Measure A Cashflow Availability:** 100% in FY 2007-08

**Project Delivery Schedule:**

- Local Street Repair Program Reserves
  - Request fund from TAM, Winter 2008/09
  - Deposit funds in City Reserve Account - Spring 2008
  
- Bridgeway to Ferry NMTPPP Improvements
  - Agreement with County – 6/30/07
  - STIP Amendment 9/30/07
  - RFQ Consultants – Design/Environmental Fall 2007
  - Design/Environmental Clearance 2008 first half
  - Funding Authorization Caltrans Fall 2008
  - Advertise Winter 2008/09
  - Construction 2009
  - Completion Winter 2009/10

**Environmental Clearance:** Environmental documentation has been secured for each project.

**EXHIBIT F**

**TAM RESOLUTION NO. 2007-16**

**RESOLUTION OF THE TRANSPORTATION AUTHORITY OF MARIN (TAM) FOR THE ALLOCATION OF \$2,618,904 IN MEASURE A, STRATEGY 3.2, FUNDS TO MARIN COUNTY AND THE CITIES OR TOWNS OF BELVEDERE, CORTE MADERA, FAIRFAX, LARKSPUR, MILL VALLEY, NOVATO, SAN ANSELMO, SAN RAFAEL, SAUSALITO, AND TIBURON**

WHEREAS, 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; and

WHEREAS, The duration of the tax will be 20 years from the initial year of collection, which began April 1, 2005, with said tax to terminate on March 31, 2025; and

WHEREAS, The tax proceeds will be used to pay for the programs and projects outlined in TAM's Expenditure Plan; and

WHEREAS, TAM has developed a Strategic Plan to provide guidance on implementing the Expenditure Plan; and

WHEREAS, The Strategic Plan programs Measure A funds over a 20 year period to the four strategies listed in the Expenditure Plan, including Strategy 3.2, Local Infrastructure for all Modes; and

WHEREAS, Measure A funds for Strategy 3.2, Local Infrastructure for all Modes, are programmed under the Strategic Plan to Marin County and the cities or towns of Belvedere, Corte Madera, Fairfax, Larkspur, Mill Valley, Novato, Ross, San Anselmo, San Rafael, Sausalito, and Tiburon for infrastructure improvement projects that are prioritized by the respective Public Works Directors; and

WHEREAS, The Town of Ross is also an eligible recipient, but elected to defer an allocation of Measure A funds until sufficient funds can be accumulated to adequately fund a complete project; and

WHEREAS, Measure A funds for Strategy 3.2 can be used for street and road projects, local transit projects, and bicycle and pedestrian projects.

WHEREAS, Infrastructure improvement projects funded with Measure A funds for Strategy 3.2 will be approved by the County's and Cities' governing boards at public meetings, and

WHEREAS, The project sponsors are requesting funds from Strategy 3.2 that have been accumulated for FY 2006-07; and

WHEREAS, These allocations are consistent with the 2007 Measure A Strategic Plan Update; and

WHEREAS, There are sufficient funds in the Strategy 3.2 line item of the TAM's approved FY 2007-08 budget to cover the proposed action; and

WHEREAS, After reviewing the request in coordination with project sponsors, TAM staff recommended allocating \$2,618,904 in Measure A funds as requested; now, therefore, be it

RESOLVED, That the Transportation Authority of Marin hereby allocates a total of \$2,618,904 in Measure A funds for eligible projects under Strategy 3.2 for FY 2007-09 in the following distributions: \$891,905 for Marin County, \$26,951 for the City of Belvedere, \$78,233 for the Town of Corte Madera, \$76,193 for the Town of Fairfax, \$109,721 for City of Larkspur, \$160,349 for the City of Mill Valley, \$453,427 for the City of Novato, \$126,795 for the Town of San Anselmo, \$533,660 for the City of San Rafael, \$75,274 for the City of Sausalito, and \$86,396 for the Town of Tiburon; and be it further

RESOLVED, That the Transportation Authority of Marin finds the allocations of these funds to be in conformance with the priorities and funding levels established in the Measure A Expenditure Plan and the 2007 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 Schedule 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 respective project sponsors to that effect; and be it further

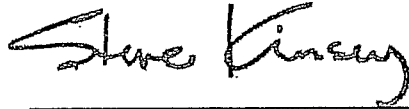
RESOLVED, That as a condition of this authorization for expenditure, the referenced project sponsors shall provide the Authority with any other information it may request regarding the use of the funds hereby authorized.

PASSED AND ADOPTED at a regular meeting of the Transportation Authority of Marin held on the 26<sup>th</sup> day of July 2007, by the following vote:


AYES: Commissioners: Susan Adams, Paul Albritton, Judy Arnold, Al Boro, Larry Chu (Alternate), Carole Dillon-Knutson, Alice Fredericks, Steve Kinsey, Mary Ann Maggiore, Charles McGlashan, Michael Skall, Barbara Thornton (Alternate)

NOES: None.

ABSENT: Commissioners: Hal Brown, Thomas Cromwell, Melissa Gill, Dick Swanson



Steve Kinsey, Chair  
Transportation Authority of Marin

ATTEST:   
Dianne Steinhauser  
Executive Director

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