

## MEETING NOTICE AND AGENDA

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**DATE & TIME:** October 22, 2021 • 8:00 AM – 10:00 AM

**REMOTE ACCESS:**

<https://us02web.zoom.us/j/7321058840?pwd=c1dMVjJydlBoYk0yYWVlZWVlWHZ4Zz09>

**MEETING ID#:** 732 105 8840

**PASSWORD (if requested):** WCCTAC2020

**Remote Participation Only**

As a result of the COVID-19 public health emergency and pursuant to Assembly Bill 361 (2021), **there will be no physical location for the Board Meeting.** Board members will attend via teleconference and members of the public are invited to attend the meeting and **participate remotely.**

Pursuant to Assembly Bill 361 (2021), Board members: Chris Kelley, Vincent Salimi, Rita Xavier, Tom Butt, Demnlus Johnson, Eduardo Martinez, Paul Fadelli, John Gioia, Jovanka Beckles, Lateefah Simon, and Maureen Powers may be attending this meeting via teleconference, as may WCCTAC Alternate Board Members. Any votes conducted during the teleconferencing session will be conducted by roll call.

The public may observe and address the WCCTAC Board in the following ways:

**Remote Viewing/Listening**

Webinar:

To observe the meeting by video conference, utilizing the Zoom platform, please click on this link (same link as shown above) to join the webinar at the noticed meeting time: <https://us02web.zoom.us/j/7321058840?pwd=c1dMVjJydlBoYk0yYWVlZWVlWHZ4Zz09>

Phone:

Dial the following number, enter the participant PIN followed by # to confirm:

+1 669 900 6833

Meeting ID: 732 105 8840

Password: 066620

**Public Comment via Teleconference**

Members of the public may address the Board during the initial public comment portion of the meeting or during the comment period for agenda items.

Participants may use the chat function on Zoom or physically raise their hands to

El Cerrito

Hercules

Pinole

Richmond

San Pablo

Contra Costa  
County

AC Transit

BART

WestCAT

indicate if they wish to speak on a particular item.

**Written Comment** (accepted until the start of the meeting, unless otherwise noted on the meeting agenda). Public comments received by 5:00 p.m. on the evening before the Board meeting date will be provided to the WCCTAC Board and heard before Board action. Comments may be submitted by email to [vjenkins@wcctac.org](mailto:vjenkins@wcctac.org).

Comments may also be submitted via e-mail to [vjenkins@wcctac.org](mailto:vjenkins@wcctac.org) at any time prior to closure of the public comment portion of the item(s) under consideration. All written comments will be included in the record.

Reading of Public Comments: WCCTAC staff will read aloud email comments received during the meeting that include the subject line "FOR THE RECORD" as well as the item number for comment, provided that the reading shall not exceed three (3) minutes, or such other time as the Board may provide.

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1. **Call to Order and Board Member Roll Call.** *(Chris Kelley – Chair)*
  2. **Public Comment.** The public is welcome to address the Board on any item that is not listed on the agenda.

#### **CONSENT CALENDAR**

3. **Minutes of the September 17, 2021 Board Meeting.** *(Attachment; Recommended Action: Approve).*
4. **Monthly Update on WCCTAC Activities.** *(Attachment; Information only).*
5. **Financial Reports.** The reports show the Agency's revenues and expenses for September 2021. *(Attachment; Information only).*
6. **Payment of Invoices over \$10,000.** Paid purchase order to AC Transit for \$59,976 for youth transit passes for the TDM program's Pass2Class effort. *(No Attachment; Information only).*
7. **AB 361 Resolution to Continue Teleconferenced Meetings.** AB 361 allows the Board to continue meeting virtually during a State of Emergency upon the Board making certain findings that meeting in person would present imminent risks to the health or safety as attendees. Resolution No 21-09 provides the necessary findings for the Board of Directors and TAC to continue meeting virtually. *(Attachment; Recommended Action: Adopt Resolution 21-09).*

8. **STMP Funding Agreement Resolution - Hercules.** At its May 2021 meeting, the WCCTAC Board allocated Sub-regional Transportation Mitigation Program (STMP) funding to seven projects. There is one cooperative funding agreement attached, with the City of Hercules, which is included as Exhibit A to Resolution 21-10. The agreement formalizes the Board's allocation and allows the project sponsor to receive funds. The remaining agreements will be brought to the Board at a future meeting. *(Attachments, Recommend Action: Adopt Resolution No. 21-10 authorizing the Executive Director to execute the Cooperative Funding Agreement with Hercules).*

### **REGULAR AGENDA ITEMS**

9. **Status Report on Richmond Ferry and WETA Strategic Planning.** At the March 2021 WCCTAC Board meeting, WETA staff provided a Richmond Ferry status report and sought the Board's feedback on proposed service and fare changes for FY2022. The Board requested an update in the Fall of 2021. WETA staff will provide that update. Additionally, WETA is currently engaged in strategic planning for its 2050 Service Vision and Business Plan and will solicit input from the WCCTAC Board. *(Seamus Murphy and Kevin Connolly - WETA staff; No Attachment; Recommended Action: Provide Input as Needed)*
10. **I-80 Design Alternative Assessment (DAA).** MTC, along with the CCTA and ACTC, are leading the I-80 DAA and recently prepared an Existing Conditions Overview. They are also beginning to develop initial concepts for further study. While all West County jurisdictions' staff are represented on the study's TAC, WCCTAC staff requested that the WCCTAC Board receive an update. *(Hisham Noemi - CCTA staff, and Vikrant Sanghai - HDR; No Attachment; Recommended Action: Information only)*
11. **Update on City of Richmond's LYFT Program.** Richmond's R-Transit program is unique among West County's city-run paratransit services in offering subsidized LYFT rides to ambulatory seniors. Members of the Richmond Commission on Aging recently met with WCCTAC and Richmond staff to request a lower required LYFT fare and an expansion of the service area. WCCTAC staff recently requested that the City offer LYFT service to certain County areas *(East Richmond Heights, Hasford Heights, Rollingwood, North Richmond, El Sobrante, and Kensington)* given that its Measure J funding formula is based on providing service to those areas. Richmond staff will provide background on the LYFT program, a status report, and ideas for program improvement. *(Lori Reese-Brown – City of Richmond staff; No Attachment; Recommended Action: Provide Input as Needed)*

## **STANDING ITEMS**

### **12. Board and Staff Comments.**

- a. Board Member Comments, Conference/Meeting Reports (AB 1234 Requirement), and Announcements
- b. Report from CCTA Representatives (*Directors Kelley & Butt*)
- c. Executive Director's Report

### **13. General Information Items.**

- a. Letter to CCTA Executive Director with September 17, 2021 Summary of Board Actions
- b. Acronym List

### **14. Adjourn.** The next regular meeting is on December 10, 2021 @ 8:00 a.m.

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- In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in the WCCTAC Board meeting, or if you need a copy of the agenda and/or agenda packet materials in an alternative format, please contact Valerie Jenkins at 510.210.5930 prior to the meeting.
- If you have special transportation requirements and would like to attend the meeting, please call the phone number above at least 48 hours in advance to make arrangements.
- Handouts provided at the meeting are available upon request and may also be viewed at WCCTAC's offices.
- Please refrain from wearing scented products to the meeting, as there may be attendees susceptible to environmental illnesses. Please also put cellular phones on silent mode during the meeting.
- A meeting sign-in sheet will be circulated at the meeting. Sign-in is optional.

**West Contra Costa Transportation Advisory Committee  
Board of Directors Meeting  
Meeting Minutes September 17, 2021**

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**MEMBERS PRESENT:** Chris Kelley: Chair (Hercules); Demnlus Johnson III: Vice-Chair (Richmond); Rita Xavier (San Pablo); Paul Fadelli (El Cerrito); Tom Butt (Richmond); Jovanka Beckles (AC Transit); Lateefah Simon (BART)

**STAFF PRESENT:** John Nemeth, Joanna Pallock, Leah Greenblat, Kris Kokotaylo

**ACTIONS LISTED BY:** Valerie Jenkins

**Meeting Called to Order: 8:00am**

**Public Comment: n/a**

**Item #3. Appointment of ATS Task Force Representative:** *Director Xavier* nominated herself. No other nominations.

Yes- C. Kelley, D. Johnson III, P. Fadelli, J. Beckles, T. Butt, L. Simon

No- None

Abstention- None

**Appointment made unanimously.**

**CONSENT CALENDAR**

Motion by *Director Beckeles*; seconded by *Director Butt*.

Yes- C. Kelley, D. Johnson III, P. Fadelli, J. Beckles, T. Butt, L. Simon, R. Xavier

No- None

Abstention- None

**Motion passed unanimously.**

**Item #4. *Approved:* Minutes of June 25, 2021 Board Meeting.**

**Item #5. *Received:* Monthly Update on WCCTAC Activities.**

**Item #6. *Received:* Financial Reports July and August 2021.**

**Item #7. *Received:* No Invoices over \$10,000.**

**Item #8. *Adopted* Resolutions 21-04, 21-05, and 21-06 authorizing Executive Director to execute Cooperative Funding Agreements with El Cerrito, Pinole, and BART.**

**Item #9. *Approved:* Fiscal Year 2021-22 Measure J 20b Funds [allocation]**

**Item #10. *Approved:* Conflict of Interest Code.**

**REGULAR AGENDA ITEMS**

<b>ITEM/DISCUSSION</b>	<b>ACTION</b>
<b>Item #11</b> <b>I-580 HOV/ORT Project Overview</b>	<b><i>Information Only</i></b> Ingrid Supit and Michelle Go, of MTC staff, provided an update on the project to establish an HOV lane on westbound I-580 before the Richmond-San Rafael Bridge, as well as to establish open road tolling at the toll plaza. MTC staff noted that this project was part of the larger RSR forward effort, which includes the bicycle and pedestrian pilot lane project on the RSR Bridge, as well as TDM activities. The HOV/ Open Road Tolling project is currently in the design phase with implementation expected to being in 2022 and completion expected in 2024.
<b>Item #12</b> <b>El Cerrito BART Station Update</b>	<b><i>Information Only</i></b> Ricki Wells, Shannon Dodge, Rachel Factor (BART staff), and Yvetteh Ortiz and Melanie Mintz (El Cerrito staff), presented a comprehensive overview of activities at and near El Cerrito BART Stations including: the El Cerrito Del Norte BART Modernization project, the Mayfair TOD project, El Cerrito Plaza TOD planning efforts, planned bike and pedestrian improvements near Del Norte BART, and land use planning and development activities along San Pablo Avenue.

Meeting Adjourned: **10:00 am**

**TO:** WCCTAC Board

**DATE:** October 22, 2021

**FR:** John Nemeth, Executive Director

**RE:** Monthly Update on WCCTAC Activities

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## Clean Air Bike Ride in Richmond



On a clear October morning, a handful of Richmond city staff, WCCTAC staff, Bike East Bay members, and Supervisor John Gioia gathered at the new Gotcha bike hub in Point Richmond to try out the new electric bikes. They toured parts of the Richmond Greenway, and other city bike paths, to celebrate the 4<sup>th</sup> Annual Statewide Clean Air Day. It was helpful to participants to observe trail improvements, recent trail clean-up efforts, and areas where improvements are needed. Agencies staffs noted places where enhanced wayfinding signage and more bike and pedestrian amenities would be beneficial.

## San Pablo Broadway Conceptual Design Event



511 Contra Costa provided bike helmets and Kryptonite bike locks (as raffle prizes) to incentivize participation in San Pablo's conceptual design event for making Broadway a safer street for bicyclists and pedestrians. Consultants Toole Design, Kittelson, and Kimley Horn placed hay bales, chalk drawings, and signs on the road to show how bike lanes and enhanced pedestrian facilities would make the street operate. A rider's eye view of the temporary treatment, by Bike East Bay, can be viewed here: <https://twitter.com/derailuer/status/1441452393716072450?s=12>

This simulation was part of the larger City of San Pablo Bicycle and Pedestrian Corridor Study. WCCTAC's TDM Program Manager, Coire Reilly, is a member of the study's Technical Advisory Committee. More information on the study can be found here: <https://www.sanpabloca.gov/2665/Bicycle-and-Pedestrian-Corridor-Study>

### Action Plan Update

CCTA staff and their consultant, Placeworks Inc., led a countywide meeting on October 7, 2021 focused on updates to the subregional Action Plans. These policy documents are developed every few years by RTPCs and shape the Countywide Transportation Plan Update. The last Action Plan updates were in 2017, although technical analyses for those plans were conducted in 2014.

To date, work has focused on solidifying the consultant's scope of work and reviewing existing goals, actions, and projects to identify those things that appear out of date. The WCCTAC TAC will focus on the Action Plan at its upcoming meeting on November 18, 2021 and the WCCTAC Board will do an Action Plan study session at its January 2022 meeting. Placeworks Inc. will be responsible for production of all subregional plans, and for general consistency, although each plan will be distinct. The target date for Action Plan approval by the Authority is June 2022.

## Pass2Class is Back



After taking 2020 off due to COVID-19 school closures, the TDM program's Pass2Class returned this school year and is matching 2019's numbers for students served. The program's rules changed this school year, giving two months of passes to up to two children per household (as opposed to one month for up to three students in years prior). Even with fewer students per household eligible this year, the program still reached about 1,300 students, equaling 2019 as the biggest year ever. The program closed on October 15.

## Enhancing LYFT Services for Richmond and Unincorporated West County Residents



WCCTAC and Richmond staff met with the City of Richmond Commission on Aging in late September to discuss available services for senior and disabled residents to get around and to look at ways to enhance mobility options.

The Commissioners favored a more coordinated paratransit system that allows seniors to access rides from their homes to their destinations without any transfers. This is a primary goal of the Accessible Transportation Strategic Plan (ATSP) recently adopted by the County and CCTA.

Richmond's Measure J-funded program, known as R-Transit, has implemented a LYFT subsidy that allows residents of Richmond to enroll if they are over age 55 or disabled. The rider covers \$3 per trip, while the program covers up to \$17. Riders must pay any additional costs over \$20.

WCCTAC has requested that the City offer the service to the same unincorporated County areas that are eligible for Richmond paratransit service, and to promote the program more widely. Another idea, favored by the Commission, is to lower the required rider fare. Richmond staff will provide a presentation focused on its LYFT program at the October WCCTAC Board meeting.

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# General Ledger Monthly Budget Report



User: ericke  
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 Period 01 - 03  
 Fiscal Year 2022

Account Number	Description	Adopted	Budget Adjustments	Adjusted	YTD Actual	Variance	Encumbered	Available	% Avail
<b>0000</b>	<b>Non Departmental</b>								
770-0000-34111	Member Contributions	0.00	0.00	0.00	-84,768.00	84,768.00	0.00	84,768.00	0.00
770-0000-39906	Other Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
772-0000-39906	Other Revenue	0.00	0.00	0.00	-47,446.90	47,446.90	0.00	47,446.90	0.00
	<i>Miscellaneous Revenue</i>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-132,214.90</b>	<b>132,214.90</b>	<b>0.00</b>	<b>132,214.90</b>	<b>0.00</b>
<b>0000</b>	<b>Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-132,214.90</b>	<b>132,214.90</b>	<b>0.00</b>	<b>132,214.90</b>	<b>0.00</b>
<b>0000</b>	<b>Non Departmental</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-132,214.90</b>	<b>132,214.90</b>	<b>0.00</b>	<b>132,214.90</b>	<b>0.00</b>
<b>7700</b>	<b>WCCTAC Operations</b>								
770-7700-34111	Member Contributions	-531,744.00	0.00	-531,744.00	0.00	-531,744.00	0.00	-531,744.00	100.00
	<i>Intergovernmental</i>	<b>-531,744.00</b>	<b>0.00</b>	<b>-531,744.00</b>	<b>0.00</b>	<b>-531,744.00</b>	<b>0.00</b>	<b>-531,744.00</b>	<b>100.00</b>
770-7700-39906	Other Revenue	-86,649.00	0.00	-86,649.00	0.00	-86,649.00	0.00	-86,649.00	100.00
	<i>Miscellaneous Revenue</i>	<b>-86,649.00</b>	<b>0.00</b>	<b>-86,649.00</b>	<b>0.00</b>	<b>-86,649.00</b>	<b>0.00</b>	<b>-86,649.00</b>	<b>100.00</b>
<b>7700</b>	<b>Revenue</b>	<b>-618,393.00</b>	<b>0.00</b>	<b>-618,393.00</b>	<b>0.00</b>	<b>-618,393.00</b>	<b>0.00</b>	<b>-618,393.00</b>	<b>100.00</b>
<b>7700</b>	<b>WCCTAC Operations</b>	<b>-618,393.00</b>	<b>0.00</b>	<b>-618,393.00</b>	<b>0.00</b>	<b>-618,393.00</b>	<b>0.00</b>	<b>-618,393.00</b>	<b>100.00</b>
<b>7720</b>	<b>WCCTAC TDM</b>								
772-7720-33403	Grants	-562,064.00	0.00	-562,064.00	0.00	-562,064.00	0.00	-562,064.00	100.00
	<i>Grants</i>	<b>-562,064.00</b>	<b>0.00</b>	<b>-562,064.00</b>	<b>0.00</b>	<b>-562,064.00</b>	<b>0.00</b>	<b>-562,064.00</b>	<b>100.00</b>
<b>7720</b>	<b>Revenue</b>	<b>-562,064.00</b>	<b>0.00</b>	<b>-562,064.00</b>	<b>0.00</b>	<b>-562,064.00</b>	<b>0.00</b>	<b>-562,064.00</b>	<b>100.00</b>
<b>7720</b>	<b>WCCTAC TDM</b>	<b>-562,064.00</b>	<b>0.00</b>	<b>-562,064.00</b>	<b>0.00</b>	<b>-562,064.00</b>	<b>0.00</b>	<b>-562,064.00</b>	<b>100.00</b>
	Expense Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0

# General Ledger Monthly Budget Report

User: ericke  
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 Period 01 - 03  
 Fiscal Year 2022



Account Number	Description	Adopted	Budget Adjustments	Adjusted	YTD Actual	Variance Encumbered	Available	% Avail
<b>7700</b>	<b>WCCTAC Operations</b>							
770-7700-41000	Salary	538,707.00	0.00	538,707.00	85,623.44	453,083.56	453,083.56	84.11
770-7700-41200	PERS Retirement	0.00	0.00	0.00	50,070.99	-50,070.99	-50,070.99	0.00
770-7700-41310	Medical Insurance	0.00	0.00	0.00	13,044.46	-13,044.46	-13,044.46	0.00
770-7700-41311	Retiree Healthcare	0.00	0.00	0.00	334.60	-334.60	-334.60	0.00
770-7700-41400	Dental	0.00	0.00	0.00	776.67	-776.67	-776.67	0.00
770-7700-41500	Flexible Spending Account	0.00	0.00	0.00	1,095.00	-1,095.00	-1,095.00	0.00
770-7700-41800	LTD Insurance	0.00	0.00	0.00	671.71	-671.71	-671.71	0.00
770-7700-41900	Medicare	0.00	0.00	0.00	1,239.89	-1,239.89	-1,239.89	0.00
770-7700-41901	Other Insurances	0.00	0.00	0.00	8,204.76	-8,204.76	-8,204.76	0.00
770-7700-41904	Life Insurance	0.00	0.00	0.00	209.18	-209.18	-209.18	0.00
770-7700-41911	Liability Insurance	5,175.00	0.00	5,175.00	0.00	5,175.00	5,175.00	100.00
	<b>Salary and Benefits</b>	<b>543,882.00</b>	<b>0.00</b>	<b>543,882.00</b>	<b>161,270.70</b>	<b>382,611.30</b>	<b>382,611.30</b>	<b>70.35</b>
770-7700-43500	Office Supplies	4,800.00	0.00	4,800.00	191.93	4,608.07	4,608.07	96.00
770-7700-43501	Postage	1,500.00	0.00	1,500.00	265.82	1,234.18	1,234.18	82.28
770-7700-43520	Copies/Printing/Shipping/Xerox	3,800.00	0.00	3,800.00	786.56	3,013.44	3,013.44	79.30
770-7700-43600	Professional Services	59,085.00	0.00	59,085.00	15,725.43	43,359.57	43,359.57	73.39
770-7700-43900	Rent/Building	23,025.00	0.00	23,025.00	5,084.98	17,940.02	17,940.02	77.92
770-7700-44000	Special Department Expenses	10,000.00	0.00	10,000.00	0.00	10,000.00	10,000.00	100.00
770-7700-44320	Travel/Training Staff	4,800.00	0.00	4,800.00	0.00	4,800.00	4,800.00	100.00
	<b>Service and Supplies</b>	<b>107,010.00</b>	<b>0.00</b>	<b>107,010.00</b>	<b>22,054.72</b>	<b>84,955.28</b>	<b>84,955.28</b>	<b>79.39</b>
<b>7700</b>	<b>Expense</b>	<b>650,892.00</b>	<b>0.00</b>	<b>650,892.00</b>	<b>183,325.42</b>	<b>467,566.58</b>	<b>467,566.58</b>	<b>71.83</b>
<b>WCCTAC Operations</b>		<b>650,892.00</b>	<b>0.00</b>	<b>650,892.00</b>	<b>183,325.42</b>	<b>467,566.58</b>	<b>467,566.58</b>	<b>71.83</b>
<b>7720</b>	<b>WCCTAC TDM</b>							
772-7720-41000	Salary	317,825.00	0.00	317,825.00	40,532.26	277,292.74	277,292.74	87.25
772-7720-41200	PERS Retirement	0.00	0.00	0.00	35,723.49	-35,723.49	-35,723.49	0.00
772-7720-41310	Medical Insurance	0.00	0.00	0.00	6,680.80	-6,680.80	-6,680.80	0.00
772-7720-41400	Dental Insurance	0.00	0.00	0.00	409.15	-409.15	-409.15	0.00
772-7720-41800	LTD Insurance	0.00	0.00	0.00	239.33	-239.33	-239.33	0.00
772-7720-41900	Medicare	0.00	0.00	0.00	583.75	-583.75	-583.75	0.00
772-7720-41901	Other Insurances	0.00	0.00	0.00	8,204.75	-8,204.75	-8,204.75	0.00
772-7720-41904	Life Insurance	0.00	0.00	0.00	55.10	-55.10	-55.10	0.00

Account Number	Description	Adopted	Budget Adjustments	Adjusted	YTD Actual	Variance Encumbered	Available	% Avail
772-7720-41911	Liability Insurance	5,175.00	0.00	5,175.00	0.00	5,175.00	5,175.00	100.00
	<b>Salary and Benefits</b>	<b>323,000.00</b>	<b>0.00</b>	<b>323,000.00</b>	<b>93,428.63</b>	<b>230,571.37</b>	<b>230,571.37</b>	<b>71.38</b>
772-7720-43300	MembershipsSubscriptions	200.00	0.00	200.00	0.00	200.00	200.00	100.00
772-7720-43500	Office Supplies	5,000.00	0.00	5,000.00	796.05	4,203.95	4,203.95	84.08
772-7720-43501	TDM Postage	0.00	0.00	0.00	150.06	-150.06	-150.06	0.00
772-7720-43502	TDM Postage	1,100.00	0.00	1,100.00	0.00	1,100.00	1,100.00	100.00
772-7720-43520	CopiesPrintingShippingXerox	18,900.00	0.00	18,900.00	786.55	18,113.45	18,113.45	95.84
772-7720-43600	Professional Services	71,900.00	0.00	71,900.00	16,300.23	55,599.77	55,599.77	77.33
772-7720-43900	RentBuilding	23,025.00	0.00	23,025.00	5,084.95	17,940.05	17,940.05	77.92
772-7720-44000	Special Department Expenses	117,939.00	59,976.00	177,915.00	70,381.77	107,533.23	76,933.23	43.24
772-7720-44320	TravelTraining Staff	1,000.00	0.00	1,000.00	0.00	1,000.00	1,000.00	100.00
	<b>Service and Supplies</b>	<b>239,064.00</b>	<b>59,976.00</b>	<b>299,040.00</b>	<b>93,499.61</b>	<b>205,540.39</b>	<b>174,940.39</b>	<b>58.50</b>
	<b>Expense</b>	<b>562,064.00</b>	<b>59,976.00</b>	<b>622,040.00</b>	<b>185,928.24</b>	<b>436,111.76</b>	<b>405,511.76</b>	<b>65.19</b>
<b>7720</b>	<b>WCCTAC TDM</b>	<b>562,064.00</b>	<b>59,976.00</b>	<b>622,040.00</b>	<b>185,928.24</b>	<b>436,111.76</b>	<b>405,511.76</b>	<b>65.19</b>
Expense Total		1,212,956.00	0.00	1,272,932.00	369,253.66	903,678.34	873,078.34	0.6859

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**WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE  
RESOLUTION NO. 21-09**

**RESOLUTION FINDING THAT THERE IS A PROCLAIMED STATE OF EMERGENCY; FINDING THAT MEETING IN PERSON WOULD PRESENT IMMINENT RISKS TO THE HEALTH OR SAFETY OF ATTENDEES AS A RESULT OF THE STATE OF EMERGENCY; AND AUTHORIZING REMOTE TELECONFERENCED MEETINGS OF THE LEGISLATIVE BODIES OF THE WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE FOR THE 30 DAY PERIOD BEGINNING OCTOBER 22, 2021 PURSUANT TO AB 361**

**WHEREAS**, the West Contra Costa Transportation Advisory Committee ("WCCTAC") is a joint exercise of powers authority formed pursuant to Government Code Section 6500, et. seq. by and between the City of El Cerrito, the City of Hercules, the City of Pinole, the City of Richmond, the City of San Pablo, Contra Costa County, Alameda-Contra Costa Transit District ("AC Transit"), San Francisco Bay Area Rapid Transit ("BART"), and West Contra Costa Transit Authority ("WestCAT"); and

**WHEREAS**, all WCCTAC meetings are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch WCCTAC's legislative bodies conduct their business; and

**WHEREAS**, on March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of the novel coronavirus disease 2019 ("COVID-19"); and

**WHEREAS**, On March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other means; and

**WHEREAS**, as a result of Executive Order N-29-20, staff set up virtual meetings for all WCCTAC Board meetings and meetings of all WCCTAC legislative bodies; and

**WHEREAS**, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which, effective September 30, 2021, ends the provisions of Executive Order N-29-20 that allows local legislative bodies to conduct meetings telephonically or by other means; and

**WHEREAS**, on September 16, 2021, Governor Newsom signed AB 361 (2021) which allows for local legislative bodies and advisory bodies to continue to conduct meetings via teleconferencing under specified conditions and includes a requirement that the WCCTAC Board make specified findings. AB 361 (2021) took effect immediately; and

**WHEREAS**, AB 361 (2021) requires that the Governor declare a State of Emergency pursuant to Government Code section 8625; and

**WHEREAS**, AB 361 (2021) further requires that state or local officials have imposed or recommended measures to promote social distancing, or, requires that the legislative body determines that meeting in person would present imminent risks to the health and safety of attendees; and

**WHEREAS**, such conditions now exist in WCCTAC's jurisdiction, specifically, Governor Newsom has declared a State of Emergency due to COVID-19; and

**WHEREAS**, since issuing Executive Order N-08-21, the highly contagious Delta variant of COVID-19 has emerged, causing an increase in COVID-19 cases throughout the State and Contra Costa County; and

**WHEREAS**, on August 2, 2021, in response to the Delta variant of COVID-19, the Contra Costa County Health Officer issued an order for nearly all individuals to wear masks when inside public spaces and on September 14, 2021, issued an order requiring operators of specified dining establishments, entertainment venues and fitness facilities to restrict entry based on COVID-19 vaccination status or testing; and

**WHEREAS**, the Centers for Disease Control and Prevention ("CDC") continues to recommend physical distancing of at least 6 feet from others outside of the household; and

**WHEREAS**, because of the rise in cases due to the Delta variant of COVID-19, the WCCTAC Board of Directors is concerned about the health and safety of all individuals who intend to attend WCCTAC Board meetings and meetings of WCCTAC's other legislative bodies; and

**WHEREAS**, on October 11, 2021, the WCCTAC Board of Directors found that the presence of COVID-19 and the increase of cases due to the Delta variant would present imminent risks to the health or safety of attendees at WCCTAC Board meetings and meetings of WCCTAC's other legislative bodies, including the Board and staff, should the Board hold and permit in person meetings; and

**WHEREAS**, the WCCTAC Board of Directors hereby finds that the presence of COVID-19 and the increase of cases due to the Delta variant would present imminent risks to the health or safety of attendees, including the legislative bodies and staff, should WCCTAC's legislative bodies hold in person meetings; and

**WHEREAS**, WCCTAC shall ensure that its meetings comply with the provisions required by AB 361 (2021) for holding teleconferenced meetings.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the West Contra Costa Transportation Advisory Committee as follows:

1. The above recitals are true and correct, and incorporated into this Resolution.

2. In compliance with AB 361 (2021), and in order to continue to conduct teleconference meetings without complying with the usual teleconference meeting requirements of the Brown Act, the WCCTAC Board of Directors makes the following continued findings:

- a) The WCCTAC Board of Directors has considered the circumstances of the state of emergency; and
- b) The state of emergency, as declared by the Governor, continues to directly impact the ability of the WCCTAC Board of Directors and WCCTAC's legislative bodies, as well as staff and members of the public, from meeting safely in person; and
- c) The CDC continues to recommend physical distancing of at least six feet due to COVID-19 and as a result of the presence of COVID-19 and the increase of cases due to the Delta variant, meeting in person would present imminent risks to the health or safety of attendees, the legislative bodies and staff.

3. The WCCTAC Board of Directors and WCCTAC's legislative bodies may continue to meet remotely in compliance with AB 361, in order to better ensure the health and safety of the public.

4. The WCCTAC Board of Directors will revisit the need to conduct meetings remotely within 30 days of the adoption of this resolution.

The foregoing Resolution was adopted by the WCCTAC Board at a regular meeting on October 22, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: \_\_\_\_\_  
Chris Kelley, Chair

Attest:

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John Nemeth, Executive Director

Approved as to Form:

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Kristopher J. Kokotaylo, General Counsel

3889028.1

**TO:** WCCTAC Board **MEETING DATE:** October 22, 2021

**FR:** Leah Greenblat, Transportation Planning Manager

**RE:** **STMP Funding Agreement - Hercules**

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**REQUESTED ACTION**

Adopt Resolutions 2021-10 authorizing the WCCTAC Executive Director to sign a STMP funding agreement with the City of Hercules.

**DISCUSSION**

When the WCCTAC Board allocates STMP funds to local projects it follows with the establishment of funding agreements with the project sponsors.

At its May 28, 2021, meeting, the WCCTAC Board allocated STMP funds to seven projects, as follows in the summary table below:

Sponsor	Project	Board Allocation
BART	El Cerrito Plaza Station, New Fare Gates and Elevator Enclosures	\$750,000
Richmond	Richmond Ferry to Bridge Bicycle Network Improvements	\$241,000
El Cerrito	Del Norte BART TOD Complete Streets	\$1,189,980
Pinole	Appian Way Complete Street Preliminary Engineering	\$100,000
EBRPD	Bay Trail - Pinole Point to Point Wilson	\$500,000
San Pablo	San Pablo Ave. Bridge Replacement and Intersection Realignment	\$668,000
Hercules	RITC-Utility Relocation and Track/Signal design	\$300,000
<b>TOTAL</b>		<b>\$3,748,800</b>

WCCTAC staff and legal counsel have worked with Hercules staff to develop a funding agreement for their project. The Hercules City Council will also need to approve and sign the funding agreement. WCCTAC staff will continue to work with the remaining jurisdictions to develop their funding agreements and will return to the Board with those at a future meeting.

Staff seeks the Board’s adoption of a resolution, which includes the agreement as an attachment. The resolution authorizes the Executive Director to sign the agreements.

**ATTACHMENTS:**

- A. Resolution 21-010 City of Hercules RITC Utility Relation and Truck/Signal Design Project

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**WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE  
RESOLUTION NO. 21-10**

**AUTHORIZING AN ALLOCATION OF SUBREGIONAL  
TRANSPORTATION MITIGATION PROGRAM (STMP) FUNDS FROM WCCTAC  
TO THE CITY OF HERCULES AND AUTHORIZING THE WCCTAC  
EXECUTIVE DIRECTOR TO EXECUTE A COOPERATIVE FUNDING  
AGREEMENT FOR THE REGIONAL INTERMODAL TRANSIT CENTER  
UTILITY RELOCATION AND TRACK SIGNAL DESIGN PROJECT IN A FORM  
APPROVED BY GENERAL COUNSEL**

**WHEREAS**, the Board of Directors of WCCTAC is authorized to allocate STMP funds; and

**WHEREAS**, the City of Hercules has provided information to the WCCTAC staff, WCCTAC Technical Advisory Committee (TAC), and WCCTAC Board about the need for these funds as outlined below; and

**WHEREAS**, the 2019 Update of the Subregional Transportation Mitigation Program's Nexus Study included Project 2: Appian Way Complete Streets Project; and

**WHEREAS**, the Subregional Transportation Mitigation Program explicitly allows for funding for Regional Intermodal Transit Center Utility Relocation and Track Signal Design Project (the Project); and

**WHEREAS**, on May 28, 2021, the Board of Directors of WCCTAC approved an allocation of \$100,000 in STMP funds to the City of Hercules for the Project; and

**WHEREAS**, WCCTAC staff and City Hercules staff have prepared a Cooperative Funding Agreement to account for this allocation of STMP funds to the City of Hercules;

**WHEREAS**, the City of Hercules's City Council plans to consider the Cooperative Funding Agreement at an upcoming meeting; and

**WHEREAS**, the Board of Directors of WCCTAC desires to approve the Cooperative Funding Agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the West Contra Costa Transportation Advisory Committee:

1. Does hereby authorize the allocation of STMP funds to the City of Hercules in the amount of \$300,000 in STMP funds to partially fund the Project pursuant to the terms of the Cooperative Agreement attached hereto and incorporated herein by reference as Exhibit A.

2. The Executive Director is hereby authorized and directed, on behalf of the Board of Directors of the West Contra Costa Transportation Advisory Committee, to execute the

Cooperative Agreement on behalf of the West Contra Costa Transportation Advisory Committee, in a form approved by the General Counsel.

3. The Executive Director is authorized to make all approvals and take all actions necessary or appropriate to carry out and implement the terms of the Cooperative Funding Agreement and to administer the West Contra Costa Transportation Advisory Committee's obligations, responsibilities and duties to be performed under the Cooperative Funding Agreement.

The foregoing Resolution was adopted by the WCCTAC Board at a regular meeting on October 22, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: \_\_\_\_\_  
Chris Kelley, Chair

Attest:

\_\_\_\_\_  
John Nemeth, Executive Director

Approved as to Form:

\_\_\_\_\_  
Kristopher J. Kokotaylo, General Counsel

3203330.1

**COOPERATIVE FUNDING AGREEMENT BETWEEN  
WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE  
AND  
City of Hercules**

**Regional Intermodal Transit Center Utility Relocation and Track Signal Design Project**

This AGREEMENT is made and entered into as of \_\_\_\_\_, (the “Effective Date”) by and between the West Contra Costa Transportation Advisory Committee (“WCCTAC”), a Joint Exercise of Powers Agency organized pursuant to California Government Code Section 6500, *et. seq.*, among the cities of El Cerrito, Hercules, Pinole, Richmond, and San Pablo, the County of Contra Costa, and the transit agencies AC Transit, Bay Area Rapid Transit District, and Western Contra Costa Transit Authority, with offices located at 6333 Potrero Avenue, Suite 100, El Cerrito, CA 94530, and City of Hercules, a municipal corporation.

WCCTAC and City of Hercules (“Agency”) shall sometimes be referred to collectively herein as the “Parties” and individually as a “Party.”

**RECITALS**

**WHEREAS**, the members of WCCTAC signed a Master Cooperative Agreement pertaining to the 2019 Subregional Transportation Mitigation Fee Program Update (“2019 STMP”) in West Contra Costa County, including a list of twenty specific projects and the STMP funding commitments to those projects; and

**WHEREAS**, Agency’s Project, as further described in the Scope of Work, attached as Exhibit A, which is incorporated herein (“Project”), is one of the twenty projects identified in the 2019 STMP; and

**WHEREAS**, plans, studies, and cost estimates for Agency’s Project are eligible uses for the STMP funds; and

**WHEREAS**, at its May 28, 2021 meeting, the WCCTAC Board of Directors approved an appropriation of three hundred thousand dollars (\$300,000) in STMP funds to Agency towards the Project.

Now, therefore, the Parties hereby agree as follows:

**SECTION 1  
SCOPE OF WORK**

- 1.1 Scope of Work.** Subject to the terms and conditions set forth in this Agreement, Agency shall perform or cause to perform the work described in the scope of work attached as Exhibit A, and incorporated herein (the “Scope of Work”), at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.2 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on the third anniversary of the Effective Date, and Agency shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended. The time provided to Agency to complete the services required by this Agreement shall not affect WCCTAC’s right to terminate the Agreement.
- 1.3 Standard of Performance.** Agency shall perform or cause to be performed all services required in Exhibit A according to the standards observed by a competent practitioner of the profession in which Agency’s consultants or contractors are engaged.
- 1.4 Assignment of Personnel.** Agency shall retain only competent personnel to perform the Project to this Agreement. In the event that WCCTAC, in its sole discretion, desires the reassignment of any such persons, Agency shall, upon receiving notice from WCCTAC, of such desire of WCCTAC, reassign such person or persons.
- 1.5 Time is of the Essence.** Time is of the essence. Agency shall devote such time to the performance of the Project pursuant to this Agreement as may be reasonably necessary to timely finish the Scope of Work.
- 1.6 Public Works and Department of Industrial Relations Requirements.** Because the Project and Scope of Work described in Exhibit A may include “work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work,” the Project may constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. In accordance with California Labor Code Section 1773.2, WCCTAC notifies Agency that this Project is subject to the general prevailing wages in the locality in which the services described in Exhibit A are to be performed. Agency shall cause to be paid prevailing wages for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which Agency shall make available on request by contractors and consultants. The Agency, its consultant and contractors engaged in the performance of the Scope of Work described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A. Agency is also required to comply all relevant provisions of the Labor Code applicable to public works, including enforcement of the contractor registration requirements of the California State Department of Industrial Relations.

## SECTION 2 FUNDING OBLIGATIONS

- 2.1 Funding.** In accordance with the WCCTAC Master Cooperative Agreement pertaining to the 2019 STMP, and subject to available funding, WCCTAC hereby agrees to fund Agency’s Project in a sum not to exceed three hundred thousand dollars, (\$300,000) notwithstanding any contrary indications that may be contained in Agency or any third-party proposal for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Agency’s Scope of

Work, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail.

The payments specified herein shall be the only payments from WCCTAC to Agency pursuant to this Agreement. Agency shall submit all invoices to WCCTAC in the manner specified herein. Agency shall not bill WCCTAC for duplicate services performed by more than one person.

WCCTAC and Agency acknowledge and agree that funding paid by WCCTAC to Agency under this Agreement is based upon Agency's estimated costs of funding Agency's Project, including salaries and benefits of employees, consultants and contractors of Agency. WCCTAC has no responsibility for such contributions beyond the amount set forth under this Agreement.

- 2.2 Invoices.** Agency shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost it incurs for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
  - b. The beginning and ending dates of the billing period;
  - c. A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
  - d. Such other information as reasonably requested by WCCTAC.
- 2.3 Monthly Payment.** WCCTAC shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. WCCTAC shall have 60 days from the receipt of an invoice that complies with all of the requirements above to pay Agency.
- 2.4 Total Payment.** In no event shall Agency submit any invoice for an amount in excess of the maximum amount of compensation provided in Section 2.1, above, either for a task or for the entire Agreement, unless the Agreement is modified in writing prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 Reimbursable Expenses.** Reimbursable expenses shall not include a mark-up and are billed as a direct cost. In no event shall expenses be advanced by WCCTAC to the Agency. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.6 Payment of Taxes.** Agency and its contractors and consultants are solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

- 2.7 Payment upon Termination.** In the event that WCCTAC or Agency terminates this Agreement pursuant to Section 3.4, WCCTAC shall compensate the Agency for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Agency shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.8 Authorization to Perform Services.** The Agency is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from WCCTAC's Executive Director or his designee.
- 2.9 Funding Request.** Agency shall submit the request for funds for specific components of the Project, detailing project scope, schedule and proposed funding plan, at least four (4) months in advance of the initial anticipated cash flow need or reimbursement; to submit subsequent requests at least two (2) months in advance of anticipated need; and to apply any funds received under this Agreement to the Project consistent with the terms and conditions of an approved funding appropriation.
- 2.10 Progress Reports.** Progress reports shall be submitted along with the funding request in Section 2.9. Agency shall submit progress reports in a form satisfactory to WCCTAC based on the cost for services performed.
- 2.11 Records Keeping.** All reports, studies, plans, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Agency prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be made available to WCCTAC at WCCTAC's request.
- 2.12 Agency Financial Records.** Agency shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to WCCTAC under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Agency to this Agreement.
- 2.13 Inspection and Audit of Records.** Any records or documents that Sections 2.11 and 2.12 of this Agreement requires Agency to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request by WCCTAC. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of WCCTAC or as part of any audit of WCCTAC, for a period of 3 years after final payment under the Agreement.

### **SECTION 3 GENERAL PROVISIONS**

- 3.1 Funding Limitations and Contingencies.** If, in response to the Request for Proposal(s), it appears that Project costs including contingency, will exceed the funding set forth in Section 2.1, the Parties agree that they shall meet to revise Scope of Work to meet available funding. Funding of Agency's Project is strictly contingent upon WCCTAC having received, appropriated and allocated sufficient STMP funds for the Agency's Project. Funding is also contingent upon WCCTAC receiving a fully executed Agreement from Agency. If the Scope of Work cannot be revised to meet available funding, then WCCTAC reserves the right to terminate this Agreement, or suspend funding, until such time that additional STMP funds are available and allocated to Agency's Project.
- 3.2 Acceptance.** Upon completion of the Project, Agency shall submit a report documenting that the Project is substantially complete. Agency shall be responsible for filing the appropriate notice of completion for the Project and shall provide a copy to WCCTAC for its records.
- 3.3 Alternative Dispute Resolution.** All disputes that arise in connection with interpretation or performance of the Agreement shall first attempted to be resolved informally by the Parties. If not resolved, prior to instituting legal action, the Parties agree to participate in mediation with a mediator jointly selected by the Parties. If the dispute is not resolved by mediation, then the Parties will retain any and all remedies that they otherwise would have at law or equity.
- 3.4 Termination.** This Agreement shall be subject to termination as follows:
- a. Either Party may terminate this Agreement at any time for cause pursuant to a power created by the Agreement or by law, other than for breach, by giving written notice of termination to either Party, which notice shall specify both the cause and the effective date of termination. Notice of termination under this provision shall be given at least ninety (90) days before the effective date of such termination. All obligations that are still executory will be discharged but any right based upon prior breach or performance shall survive.
  - b. This Agreement may be terminated by a Party for breach of any obligation, covenant, or condition by the other Party, upon notice to the breaching Party. With respect to any breach that is reasonably capable of being cured, the breaching Party shall have thirty (30) days from the date of the notice to initiate steps to cure. If the breaching Party diligently pursues cure, such Party shall be allowed a reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted by the non-breaching Party. On termination, the non-breaching Party retains the same rights as a Party exercising its right to terminate under the provisions of Section 3.4, except that the non-breaching Party also retains any remedy for breach of the whole contract or any unperformed balance.
  - c. By mutual consent of both Parties, this Agreement may be terminated at any time.

- d. This Agreement may be terminated by WCCTAC if funding for Agency's Project is no longer available by operation of law, or by action taken by the WCCTAC Board of Directors to reallocate funds.
- e. In no event shall the Parties terminate this Agreement if such termination would conflict with, cause a default under, or otherwise violate the terms or conditions of any revenue bonds.

**3.5 Waiver of Claims Against WCCTAC.** Agency waives all claims by Agency, its directors, supervisors, officers, employees, or agents against WCCTAC, its commissioners, officers, employees, or agents for damages, loss, injury and/or liability, direct or indirect, resulting from Agency's participation in the Project. Agency's waiver shall not apply to liability arising from and caused by the sole negligence or willful misconduct of WCCTAC, its commissioners, officers, employees, or agents.

**3.6 Indemnity.** Agency shall defend, indemnify and hold harmless WCCTAC, its governing board, member agencies, officers, employees, and agents from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, reasonable attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Agency's performance of any work under this Agreement, except such Liability caused by the sole negligence or willful misconduct of WCCTAC. With respect to any claims brought against Agency by a third party, Agency waives any and all rights of any type to express or implied indemnity by WCCTAC.

**3.7 Notices.** All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- a. When delivered by first class mail, postage prepaid, notice shall be deemed delivered three (3) business days after deposit in the United States Mail.
- b. When mailed by certified mail with return receipt requested, notice is effective upon receipt if delivery is confirmed by a return receipt.
- c. When delivered by overnight delivery by a nationally recognized overnight courier, notice shall be deemed delivered one (1) business day after deposit with that courier.
- d. When personally delivered to the recipient, notice shall be deemed delivered on the date personally delivered.
- e. The place for delivery of all notices under this Agreement shall be as follows:

If to WCCTAC:

John Nemeth, Executive Director  
West Contra Costa Transportation Advisory Committee  
6333 Potrero Avenue, Suite 100

El Cerrito, CA 94530

with a Copy to:

Kristopher J. Kokotaylo, Legal Counsel  
Meyers Nave  
1999 Harrison Street, 9<sup>th</sup> Floor  
Oakland, CA 94612

If to Agency:

Dante Hall, City Manager  
City of Hercules  
111 Civic Drive  
Hercules, CA 94547

- 3.8 Additional Acts and Documents.** Each Party agrees to do all such things and take all such actions, and to make, execute, and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent, and purpose of this Agreement.
- 3.9 Integration.** This Agreement represents the entire agreement of the Parties with respect to the subject matter. No representations, warranties, inducement, or oral agreements have been made by any of the Parties except as expressly set forth in this Agreement.
- 3.10 Governing Law.** The laws of the State of California shall govern this Agreement. Agency and any consultants and contractors shall comply with all laws, including, but not limited, all statutes, regulations, local ordinances, and decisional authority, applicable to the Scope of Work hereunder. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Agency and any subcontractors shall comply with all applicable rules and regulations to which WCCTAC is bound by the terms of such fiscal assistance program.
- 3.11 Amendment.** This Agreement may not be changed, modified, or rescinded except by the written approval, and any attempt of oral modification of this Agreement shall be void and of no effect.
- 3.12 Independent Contractor.** Agency and WCCTAC render their services under this Agreement as independent contractors. None of the agents or employees of either shall be agents or employees of the other.
- 3.13 Assignment.** This Agreement may not be assigned, transferred, hypothecated, or pledged by any Party without the express written consent of the other Party.
- 3.14 Successors and Assigns.** This Agreement shall be binding upon the successors, assignees, or transferees of WCCTAC or Agency as the case may be. This provision shall not be constructed as an authorization to assign, transfer, hypothecate, or pledge this Agreement other than as provided above.

**3.15 Severability.** Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either Party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, so long as the remainder, absent the excised portion, can be reasonably interpreted to give effect to the intentions of the parties.

**3.16 Jurisdiction and Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.

**3.17 Attorney's Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

**3.18 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**3.19 Counterparts.** This Agreement may be executed in counterparts.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed and attested by their respective officers, duly authorized so to act, as of the date set forth in the first paragraph of this Agreement.

**City of Hercules**

**West Contra Costa Transportation  
Advisory Committee**

\_\_\_\_\_  
Dante Hall, City Manager

\_\_\_\_\_  
John Nemeth, Executive Director

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Hercules, Legal Counsel

\_\_\_\_\_  
Kristopher Kokotaylo, Legal Counsel

3852446.1

## EXHIBIT A

### SCOPE OF WORK

The Agency agrees to:

1. To act as the lead agency and take responsibility for evaluating prospective consultants and contractors retained by Agency and subsequent award of work consistent with this Agreement.
2. To act as the lead agency and retain, as appropriate, consulting services consistent with this Agreement.
3. To be responsible for providing management of consultant and contractor activities, including responsibility for scheduling, budgeting, and oversight of the services, consistent with the scope of the project.
4. To advance or complete all or a portion of following STMP project identified as funding categories: *Category 10: Hercules Regional Intermodal Transportation Center*
5. To use the STMP funds *to complete advance towards construction Hercules RITC Utility Relocation and Track Signal Design Project*
6. To produce or complete *the design of the Utility Relocation Phase and the 25% Design of the Track Signal Phase.*
7. To complete the over-all project based on the following initial schedule for the project:  
*Utility and Environmental Start: October 1, 2021*  
*Utility and Environmental Complete: June 30, 2022*  
*Final Design Start: October 1, 2021*  
*Final Design Complete: June 30, 2022*
8. To complete the STMP-funded portion of the project based on the estimated completion date of *June 30, 2022.*

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El Cerrito

Hercules

Pinole

September 20, 2021

Mr. Tim Haile, Executive Director  
Contra Costa Transportation Authority  
2999 Oak Road, Suite 100  
Walnut Creek, CA 94597

RE: September 2021 WCCTAC Board Meeting Summary

Dear Tim:

The WCCTAC Board, at its meeting on September 17, 2021, took the following actions that may be of interest to CCTA:

1. Appointed Rita Xavier as WCCTAC's ATS Task Force Representative.
2. Adopted Resolution 21-04, 21-05, and 21-06, authorizing the Executive Director to execute STMP Cooperative Funding Agreements with El Cerrito, Pinole, and BART.
3. Approved FY 21-22 Measure J 20b funds for additional transportation for seniors and people with disabilities, to five West County paratransit operators.
4. Adopted Resolution 21-07, Conflict of Interest Code, stating which individuals at WCCTAC must submit annual financial disclosures.

Please let me know if you have any follow-up questions.

Sincerely,

A handwritten signature in black ink that reads "John Nemeth". The signature is written in a cursive, flowing style.

John Nemeth  
Executive Director

cc: Tarien Grover, CCTA

Richmond

San Pablo

Contra Costa  
County

AC Transit

BART

WestCAT

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**ACRONYM LIST.** Below are acronyms frequently utilized in WCCTAC communications.

**ABAG:** Association of Bay Area Governments  
**ACTC:** Alameda County Transportation Commission  
**ADA:** Americans with Disabilities Act  
**APC:** Administration and Projects Committee (CCTA)  
**ATP:** Active Transportation Program  
**AV:** Autonomous Vehicle  
**BAAQMD:** Bay Area Air Quality Management District  
**BATA:** Bay Area Toll Authority  
**BCDC:** Bay Conservation and Development Commission  
**Caltrans:** California Department of Transportation  
**CBTP:** Community Based Transportation Plan  
**CCTA:** Contra Costa Transportation Authority  
**CEQA:** California Environmental Quality Act  
**CIL:** Center for Independent Living  
**CMAAs:** Congestion Management Agencies  
**CMAQ:** Congestion Management and Air Quality  
**CMIA:** Corridor Mobility Improvement Account (Prop 1B bond fund)  
**CMP:** Congestion Management Program  
**CSMP:** Corridor System Management Plan  
**CTC:** California Transportation Commission  
**CTP:** Contra Costa Countywide Comprehensive Transportation Plan  
**CTPL:** Comprehensive Transportation Project List  
**DEIR:** Draft Environmental Impact Report  
**EBRPD:** East Bay Regional Park District  
**EIR:** Environmental Impact Report  
**EIS:** Environmental Impact Statement  
**EVP:** Emergency Vehicle Preemption (traffic signals)  
**FHWA:** Federal Highway Administration  
**FTA:** Federal Transit Administration  
**FY:** Fiscal Year  
**HOV:** High Occupancy Vehicle Lane  
**ICM:** Integrated Corridor Mobility  
**ITC or RITC:** Hercules Intermodal Transit Center  
**ITS:** Intelligent Transportations System  
**LOS:** Level of Service (traffic)  
**MOU:** Memorandum of Understanding  
**MPO:** Metropolitan Planning Organization  
**MTC:** Metropolitan Transportation Commission  
**MTSO:** Multi-Modal Transportation Service Objective

**NEPA:** National Environmental Policy Act  
**O&M:** Operations and Maintenance  
**OBAG:** One Bay Area Grant  
**PAC:** Policy Advisory Committee  
**PASS:** Program for Arterial System Synchronization  
**PBTF:** Pedestrian, Bicycle and Trail Facilities  
**PC:** Planning Committee (CCTA)  
**PCC:** Paratransit Coordinating Committee (CCTA)  
**PDA:** Priority Development Areas  
**PSR:** Project Study Report (Caltrans)  
**RHNA:** Regional Housing Needs Allocation (ABAG)  
**RPTC:** Richmond Parkway Transit Center  
**RTIP:** Regional Transportation Improvement Program  
**RTP:** Regional Transportation Plan  
**RTPC:** Regional Transportation Planning Committee  
**SCS:** Sustainable Communities Strategy  
**SHPO:** State Historic and Preservation Office  
**SOV:** Single Occupant Vehicle  
**STA:** State Transit Assistance  
**STIP:** State Transportation Improvement Program  
**STMP:** Subregional Transportation Mitigation Plan  
**SWAT:** Regional Transportation Planning Committee for Southwest County  
**TAC:** Technical Advisory Committee  
**TCC:** Technical Coordinating Committee (CCTA)  
**TDA:** Transit Development Act funds  
**TDM:** Transportation Demand Management  
**TFCA:** Transportation Fund for Clean Air  
**TEP:** Transportation Expenditure Plan  
**TLC:** Transportation for Livable Communities  
**TOD:** Transit Oriented Development  
**TRANSPAC:** Regional Transportation Planning Committee for Central County  
**TRANSPLAN:** Regional Transportation Planning Committee for East County  
**TSP:** Transit Signal Priority (traffic signals and buses)  
**VMT:** Vehicle Miles Traveled  
**WCCTAC:** West County Costa Transportation Advisory Committee  
**WETA:** Water Emergency Transportation Authority