

El Cerrito

TECHNICAL ADVISORY COMMITTEE MEETING NOTICE & AGENDA

Hercules

DATE & TIME: Thursday, March 9, 2023 • 9:00 AM – 11:00 AM

LOCATION: WCCTAC Offices • 6333 Potrero Ave. at San Pablo Avenue, El Cerrito, CA 94530

TRANSIT OPTIONS: Accessible by AC Transit #72, #72R, #72M & El Cerrito del Norte BART Station

Pinole

1. **CALL TO ORDER and MEMBER ROLL CALL**

Estimated Time:* 9:00 AM, (5 minutes)

2. **PUBLIC COMMENT**

Estimated Time:* 9:05 AM, (5 minutes)

Richmond

The public is welcome to address the TAC on any item that is not listed on the agenda. Please fill out a speaker card and hand it to staff. Please limit your comments to 3 minutes. Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The WCCTAC TAC may direct staff to investigate and/or schedule certain matters for consideration at a future TAC meeting.

San Pablo

3. **CONSENT CALENDAR**

Estimated Time:* 9:10 AM, (5 minutes)

A. **Minutes from January 12, 2023 meeting**

Recommendation: Approve as presented

Attachment: Yes

Contra Costa
County

4. **REGULAR AGENDA ITEMS**

A. **Proposed Amendments to the WCCTAC Joint Powers Agreement**

Description: The WCCTAC Board is considering updating the WCCTAC Joint Powers Agreement, which was last amended in 2003. At its February meeting, the WCCTAC Board directed staff to bring a draft redline of the TAC for review and discussion. Staff will bring another draft to the Board's March meeting.

AC Transit

Recommendation: Provide feedback as needed.

Attachments: Draft redline of WCCTAC Joint Powers Agreement

BART

Presenter/Lead Staff: John Nemeth, WCCTAC Staff.

Estimated Time:* 9:15 AM, (30 minutes)

WestCAT

B. Update on San Pablo Avenue Multimodal Corridor Study Phase 2 and Tempo Bus Rapid Transit Tour

Description: At the February 24, 2023 meeting, the WCCTAC Board provided direction to staff regarding possible next steps following the conclusion of Phase 2. WCCTAC staff will provide the TAC with an update on subsequent actions, including initial planning with AC Transit staff of a tour of Tempo BRT. Several grant opportunities have recently come to our attention and may require a submittal in the near term. Staff will discuss these with the TAC and may seek an indication of support from the TAC before pursuing these opportunities.

Recommendation: Receive Information, discuss grant opportunities, and support grant opportunities.

Attachments: No

Presenter/Lead Staff: Leah Greenblat, WCCTAC Staff.

Estimated Time:* **9:45 AM**, (10 minutes)

C. Request by Chevron to Appeal Payment of STMP Fee

Description: WCCTAC staff has received a formal request from Chevron appealing the payment of a STMP fee for the construction of a new building complex at the Richmond Refinery. WCCTAC staff has responded with its analysis of the situation and concluding the fee was due, though unfortunately collected late in the process.

Recommendation: Information only

Attachments: Yes: December 20, 2022 letter from Jacob Ansley, Technical Manager, Richmond Refinery; and March 2023 response from John Nemeth, WCCTAC Executive Director.

Presenter/Lead Staff: Leah Greenblat, WCCTAC Staff

Estimated Time:* **9:55 AM**, (10 minutes)

5. STANDING ITEMS

A. Technical Coordinating Committee (TCC) Report

Description: TCC representatives will report on the last TCC meeting.

Recommendation: None.

Attachment: No

Presenter/Lead Staff: WCCTAC's TCC Representatives & WCCTAC Staff

Estimated Time:* **10:05 AM** (5 minutes)

B. Staff and TAC Member Announcements

Description: TAC members or WCCTAC staff can make comments or announcements.

Recommendation: Receive update.

Attachment: No

Presenter/Lead Staff: WCCTAC Staff and TAC Members

Estimated Time:* **10:10 AM** (5 minutes)

* Estimated time for consideration is given as a service to the public. Please be advised that an item on the agenda may be considered earlier or later than the estimated time. Agenda-2

6. ADJOURNMENT

Description / Recommendation: Adjourn to the next regular meeting of the TAC on Thursday, February 9, 2023. The next meeting of the WCCTAC Board is Friday, January 27, 2023.

Estimated Time:* **10:15 AM**

- In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in the WCCTAC TAC 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 WCC-TAC's office.
- 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.

El Cerrito

Hercules

Pinole

Richmond

San Pablo

Contra Costa
County

AC Transit

BART

WestCAT

WCCTAC TAC Meeting Action Minutes

MEETING DATE: January 12, 2023

MEMBERS PRESENT: Jamar Stamps, Contra Costa County; Yvetteh Ortiz, El Cerrito; Shelehia Meisner, BART; Sarah Kolarik, San Pablo; Sanjay Mishra, Pinole; Nathan Landau, AC Transit; Rob Thompson, WestCAT, Mike Roberts, Hercules; Denee Evans, Richmond

GUESTS: Matt Kelly (CCTA Staff), Torina Wilson (Placeworks), Bill Pinkham, Charlie Knox (Placeworks), David Early (Placeworks), Emily Warming (CCHS), Jarrett Mullen (El Cerrito), Jumana Nabti (BART), Raul Tovar (Placeworks), Patrick Phelan (Richmond), Dani (public), John Steere (public), Robert Prinz (Bike East Bay), Misha Kaur (Pinole, 10am)

STAFF PRESENT: John Nemeth, Coire Reilly, Leah Greenblat, Joanna Pallock

ACTIONS LISTED BY: WCCTAC Staff

ITEM	ITEM/DISCUSSION	ACTION/SUMMARY
1.	Call to Order	The meeting was called to order at 9:01 AM
2.	Public Comment	None.
3.	Consent Calendar: A. Minutes from November 7, 2022, Meeting. B. Minutes from November 14, 2022 Special Meeting.	Yvette Ortiz, of El Cerrito, requested a minor edit, noting that the November, 14, 2022 special meeting minutes said “November 14, 2023”. Nathan Landau moved, Sanjay Mishra seconded, and the TAC approved. S. Mishra, S. Kolarik, Y. Ortiz, J. Stamps, S. Meisner, N. Landau, R. Thompson – Yes D. Evans, M. Roberts – Abstain

ITEM	ITEM/DISCUSSION	ACTION/SUMMARY
Regular Agenda Items		
4A.	San Pablo Ave. Multi-Modal Corridor Study, Phase 2 – Follow up on TAC comments	Leah Greenblat, WCCTAC staff, provided an update on the study noting that it was in the home stretch, that presentation documents for the Board had been prepared, and that TAC comments on these materials had been incorporated. The TAC talked about the specific potential details of a bus-only lane demonstration project on San Pablo Ave.
4B.	Update on Richmond Parkway Environmental Justice and Regional Mobility Plan	Leah Greenblat, WCCCTAC staff, provided an update on the status of this effort. She noted that WCCTAC and the selected consultant, Fehr and Peers, were finalizing the details of a consultant agreement, which included working out the details for oversight and compensation for the community-based organization (CHDC) that will be assisting with public outreach.
4C.	West County Action Plan Update	<p>CCTA’s consultant team, Placeworks, reviewed the Draft Action Plan with the TAC focusing on changes and edits made since the previous TAC review. The TAC had some questions and provided some additional feedback. The WCCTAC TAC voted to forward the Draft West County Action Plan to the WCCTAC Board for its approval.</p> <p>S. Mishra, S. Kolarik, D. Evans, Y. Ortiz, J. Stamps, S. Meisner, N. Landau, R. Thompson - Yes</p>
Standing Items:		
5A.	Technical Coordinating Committee Report	There was no TCC meeting.
5B.	Staff and TAC Member Announcements	<p>Patrick Phelan announced his departure from the City of Richmond.</p> <p>Coire Reilly, WCCTAC staff, announced that Bike to Work Day was scheduled for May 18, 2023.</p>
6.	Adjournment	The meeting adjourned at 10:18 AM.

WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE

JOINT EXERCISE OF POWERS AGREEMENT

This restatement and amendment of the West Contra Costa Transportation Advisory Committee (WCCTAC) Joint Exercise of Powers Agreement (Agreement) is entered into on this X 28th day of X January, 2023 2003, by and between the City of El Cerrito, a municipal corporation; the City of Hercules, a municipal corporation; the City of Pinole, a municipal corporation; the City of Richmond, a municipal corporation and charter city; the City of San Pablo, a municipal corporation; the County of Contra Costa, a political subdivision of the State of California; the Alameda-Contra Costa Transit District (~~AAC Transit~~), a transit district organized and existing pursuant to the provisions of the California Public Utilities Code; the San Francisco Bay Area Rapid Transit District (BART), a transit district organized and existing pursuant to the provisions of California Public Utilities Code; and the Western Contra Costa County Transit Authority (WestCAT), a joint exercise of powers authority operating pursuant to Government Code Section 6500, et. seq.; and restates in full those provisions of the original Agreement, except as amended herein.

WITNESSETH:

WHEREAS, in November 1988, the voters of Contra Costa County approved Measure "C" which established and funded a transportation agenda for Contra Costa County; and

WHEREAS, in response to the adoption of Measure "C", the Parties to this Agreement decided to formalize the previously existing West Contra Costa Transportation Advisory Committee as a legal entity created to address transportation issues; and

WHEREAS, on January 28, 2003, the WCCTAC Board restated and amended its Joint Exercise of Power Agreement; and

WHEREAS, in November 2044, the voters of Contra Costa County approved Measure "J" which is the successor to Measure C; and

WHEREAS, each of the public Agencies which are a party to this Agreement, hereafter referred to collectively as the "Parties", has the power to address transportation issues; and

WHEREAS, each of the Parties to this Agreement believes that a combination of their separate powers and abilities may enable

them to more effectively respond to Measure "JE", the successor to Measure "C" and to address transportation issues; and

WHEREAS, each of the Parties to this Agreement propose by this Agreement to exercise their respective powers jointly for the purpose of responding to the passage of Measure "JE" and addressing existing and future transportation issues; and

WHEREAS, California Government Code Section 6500, et seq. provides that two or more public Agencies by Agreement may jointly exercise any power that any one of the Agencies could exercise separately; and

WHEREAS, the Parties to this Agreement are desirous of conferring upon a separate legal entity the necessary powers with regard to responding to Measure "JE" and for addressing transportation issues for the benefit of each and all of the Parties.

NOW, THEREFORE, THE PARTIES TO THIS AGREEMENT DO AGREE AS FOLLOWS:

1. OBJECTIVE AND COMMISSION

The objective of this Joint Exercise of Powers Agreement is to create a city, county, transit district transportation advisory committee which shall protect and advance the interests of West Contra Costa County communities with regard to transportation issues in general and the utilization of Measure "JE" funds in particular. More specifically, the committee created by this Agreement is commissioned to:

- (A) Assist member Agencies with a coordinated and cooperative implementation of ~~the~~ West Contra Costa Action Plan Updates ~~s-2000~~;
- (B) Participate in the development and implementation of the Countywide Comprehensive Transportation Plan;
- (C) Initiate "area specific" and/or "project specific" transportation studies/plans where appropriate;
- (D) Assist member Agencies with Congestion Management Program compliance requirements;
- (E) Develop regional strategies and meet regional requirements established by Measure "JE";

- (F) Cooperatively address transportation issues, beyond Measure "JE" requirements, when said issues affect West Contra Costa County interests;
- (G) Assess the transportation needs of the West Contra Costa County area;
- (H) ~~Consider the development of expanded~~ Develop, expand, or improve West Contra Costa County transit services and Transportation ~~Demand~~Systems Management (TDSM) programs;
- (I) Advise the Parties on transportation issues;
- (J) Coordinate the actions and responses of the Parties with regard to transportation issues;
- (K) Formulate transportation policy statements;
- (L) Sponsor educational forums, workshops, ~~TSM Coordinator~~ trainings; and discussions on transportation matters;
- (M) Develop and administer a West Contra Costa Regional TDSM program to encourage use of alternatives to single occupant commute travel;
- (N) Gather information necessary to carry out the foregoing purposes;
- (O) Oversee the Subregional Transportation Migration Program (STMP) ~~.~~ and
- (P) ~~Manage the Richmond Intermodal Station project.~~

2. DEFINITIONS

Certain words as used in this Agreement shall be defined as follows:

- (A) "Agency" shall mean each city, transit district, county or joint exercise of powers authority which is a signatory to this Agreement.
- (B) "Board" or "WCCTAC Board" shall mean the board constituted herein pursuant to this Agreement to administer and execute this Agreement.
- (C) "Congestion Management Program" shall mean the State mandated program which establishes performance

standards and requirements for the transportation system, creates a process to analyze the impact of land use changes on regional transportation, and creates a capital improvement program to maintain the regional transportation system.

- (D) "Countywide Comprehensive Transportation Plan (CCTP)" shall mean a countywide plan required under Measure "C". The CCTP is created from the five regional transportation planning committee action plans and is updated every two years.
- (E) "Subregional Transportation Mitigation Program" or "STMP" shall refer to the program under which developer fees are imposed on properties located in the West Contra Costa County area for use in funding transportation mitigation projects.
- (F) "Transportation ~~Demand Systems~~ Management" or "~~TDSM~~" shall mean any combination of measures that are designed to provide information, assistance, and incentives to employees and residents to encourage use of alternatives to single occupant commute travel.
- (G) "~~TDSM~~ Ordinance" shall mean the Transportation Demand Systems Management ordinance(s) adopted by West Contra Costa cities and Contra Costa County setting forth the purpose, goal, objectives, requirements, and responsibilities of the West Contra Costa Regional TDSM Program.
- (H) "West Contra Costa Action Plan Update ~~2000~~" shall mean the regional transportation plan update for West County adopted in any given year~~July 2000~~, required by Measure JE, and intended to create a framework for member agencies to jointly and cooperatively address regional transportation issues.
- (I) "West Contra Costa Regional ~~TDSM~~ Program" shall mean a Transportation Demand Systems Management Program managed by the WCCTAC staff on behalf of the member cities with the purpose of reducing vehicle trips and increasing ridesharing and transit usage.

"West Contra Costa Transportation Advisory Committee" also referred to as "WCCTAC" shall mean the public and separate entity created by this Agreement

(K) "West Contra Costa Transportation Advisory Committee-Technical Advisory Committee" also referred to as "WCCTAC-TAC" shall mean the technical advisory committee to the West Contra Costa Transportation Advisory Committee.

3. HEADINGS

All headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.

4. EFFECTIVE DATE

This restatement and amendment of the WCCTAC Joint Exercise of Powers Agreement shall become effective upon the receipt by the WCCTAC ~~Managing Executive~~ Director of properly executed copies of the Agreement from not less than two-thirds of all member Agencies of WCCTAC.

5. CREATION OF WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE

WCCTAC was formally created as a "Joint Powers Agency" in 1990 pursuant to California Government Code Section 6500, et seq. Through this Agreement it is hereby confirmed that the West Contra Costa Transportation Advisory Committee (hereinafter referred to as "WCCTAC") shall exercise in the manner hereinafter set forth the powers common to each of the member Agencies until this Agreement is amended or terminated. WCCTAC shall be a public entity separate from the member Agencies. No debt, liability, or obligation of the WCCTAC shall constitute a debt, liability, or obligation of any member Agency. Each Agency's obligation hereunder is expressly limited only to the appropriation and contribution of such funds as the parties hereto may agree to and direct in accordance with this Agreement.

6. POWERS

The powers of the WCCTAC shall include and be limited to the following:

(A) to annually adopt a work program along with a budget setting forth all operational expenses for WCCTAC, together with an apportionment of expenses allocated to each Agency. The draft work program and budget of ~~the~~ WCCTAC shall ~~be prepared by April 1 and shall~~ be submitted for review to each member Agency prior to its final adoption by the WCCTAC Board. ~~on or about July 1.~~ ~~Each member Agency shall provide comments to WCCTAC staff concerning the WCCTAC work program and budget by June 1.~~

(B) to make and enter into contracts;

(C) to apply for and accept grants, advances, and contributions;

(D) to employ or contract for the services of agents, consultants, engineers, attorneys, and such other persons or firms as it deems necessary to carry out the objectives of this Agreement;

(E) to conduct studies and develop plans;

(F) to develop and administer the West Contra Costa Sub-Regional TDSM program;

(G) to periodically review transportation plans and TDSM programs and ordinances, and recommend changes thereto; and

(H) to incur debts, liabilities, or obligations, subject to limitations herein set forth.

~~(H)~~ (I) to oversee the West County Subregional Transportation Mitigation Program (STMP).

7. BOUNDARIES

The boundaries of WCCTAC shall be the boundaries as shown in Appendix A which is attached hereto and incorporated herein by this reference.

8. OVERALL ORGANIZATION

The WCCTAC Board shall provide overall policy direction for the coordinated implementation of ~~the~~ West Contra Costa Action Plan Updates s 2000 and decision making for general WCCTAC operations, including implementation of the West Contra Costa Regional TDSM Program.

The WCCTAC Board shall also be the final arbiter in matters related to the implementation of the STMP. The WCCTAC-TAC shall provide administrative guidance and technical review to the Board. Staff or consultants hired by WCCTAC shall report directly to the WCCTAC Executive Managing Director, or their designee with consultation from the ~~WCCTAC~~-WCCTAC-TAC.

9. WCCTAC ORGANIZATION

(A) WCCTAC Board

WCCTAC shall be governed by the WCCTAC Board which shall exercise all powers and authority on behalf of WCCTAC. The Board is empowered to establish its own procedures. The Board may do any and all things necessary to carry out the purposes of this Agreement.

(1) Members

(a) The Board shall consist of eleven members which shall be allocated in the following manner:

- (i) Three members shall be appointed by the governing body of the City of Richmond;
- (ii) The governing bodies of the cities of El Cerrito, Hercules, Pinole, and San Pablo shall each appoint one member;
- (iii) The governing body of the County of Contra Costa shall appoint one member;
- (iv) The governing bodies of AC Transit and BART shall each appoint one member; and
- (v) The governing body of WestCAT shall appoint one member provided that the WestCAT member (and said member's alternate) shall not be a representative (either elected or non-elected) from either the City of Hercules or the City of Pinole.

(b) Upon execution of this Agreement, the governing body of each Agency shall appoint the appropriate number of its members to serve as members of the Board and an appropriate number of its members to serve as alternate member(s) of the Board to serve in the absence of its regular appointees. Each member and alternate shall hold office from the first meeting of the Board after appointment until a successor is selected. Each member and alternate shall serve at the pleasure of the governing body or bodies of the appointing Agency or Agencies. In the case of members or alternates who are elected officials, if a member or alternate ceases to be an elected official of the member Agency, he or she shall then be ineligible to serve on the WCCTAC Board, and the appointing Agency shall appoint a successor prior to the next Board meeting. Likewise, if a non- elected member or alternate is replaced, said member or alternate shall be ineligible to serve on the WCCTAC Board, and the appointing Agency shall appoint a successor prior to the next Board meeting. ~~Each member and alternate shall serve without compensation.~~

(2) Officers

The WCCTAC Board members shall select from the WCCTAC Board a Chair and Vice Chair who shall hold office for a period of one year, commencing February 1; provided however, that in the event that a member Agency removes from the Board a member serving as an officer, the Board shall appoint a member from the newly constituted Board to fill the vacant office for the remainder of that year.

(a) Chair. The Chair shall preside at the meetings of the Board; call meetings to order; adjourn meetings; announce the business and the order it is to be acted upon; recognize persons entitled to the floor; put to vote all questions, moved and seconded; announce result of votes; maintain the rules of order; execute documents and official actions on behalf of the Board when duly approved; and carry out other duties set forth in the by-laws.

- (b) Vice Chair. The Vice Chair shall serve as Chair in the absence of the regularly elected Chair.
- (c) Secretary. The WCCTAC Executive Managing Director, or their designee, shall serve as the Secretary and shall prepare, distribute, and maintain minutes of meetings of the WCCTAC Board, the WCCTAC-TAC and any committees of ~~the~~ WCCTAC (or shall contract for such services). The Secretary shall also maintain the official records of ~~the~~ WCCTAC and shall file notices as required by Paragraph 20 of this Agreement.
- (d) Treasurer. WCCTAC shall employ, or contract for, the services of a Treasurer who shall:
- (i) Report to the WCCTAC Executive Managing Director;
 - (ii) Receive and provide for the receipt of all funds of the WCCTAC and place them in the treasury to the credit and for the account of the WCCTAC;
 - (iii) Be responsible, upon an official bond, for the safekeeping and disbursement of all funds of the WCCTAC;
 - (iv) Pay, when due, out of funds of the WCCTAC, all sums payable on outstanding Revenue Bonds and other indebtedness of the WCCTAC;
 - (v) Pay any other sum duly authorized for payment from funds of the WCCTAC;
 - (vi) Verify and report, ~~in writing, on the first day of July, October, January, and April of each year~~ to the Board ~~and each member~~, at each meeting s of the end of the preceding month, the amount of funds held for the WCCTAC, the amount of receipts since the last report and the

amount paid out since the last report; and

- (vii) Invest WCCTAC's funds in the manner provided by law and collect interest thereon for the account of the WCCTAC.

(3) Vote

(a) Authorized Voting Members

Each member or designated alternate shall be authorized to vote.

(b) WCCTAC Business

For purposes of decisions related to the regular business of the WCCTAC, including policy decisions, preparation of budgets and expenditures of funds, the City of Richmond shall have three votes; the cities of El Cerrito, Hercules, Pinole, and San Pablo shall have one vote apiece; the County of Contra Costa shall have one vote; AC Transit and BART shall have one vote apiece; and WestCAT shall have one vote. ~~A majority vote of~~ Six affirmative votes shall be required for the adoption of any course of action related to the regular business of the WCCTAC.

(c) Appointment of Representatives to the Contra Costa Transportation Authority

Decisions related to determining WCCTAC appointments to the Contra Costa Transportation Authority shall be made only by the participating City and County jurisdictions. In these cases, participating cities and the County shall each have one vote. Board members from Richmond shall reach a consensus on any affirmative vote under this section. Four affirmative votes shall be required for any WCCTAC decision related to appointment of representatives to the Contra Costa Transportation Authority. Appointees must be members, or alternates, of the WCCTAC Board.

(4) Meetings of the Board

(a) Regular Meetings

The Board shall meet at least ten times per year unless the necessary business of the Board can be completed with less meetings. The date, hour, and place at which each such regular meeting is held shall be determined by a majority vote by the Board.

(b) Special Meetings

Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the California Government Code.

(b) Notice of Meetings

All meetings of the Board shall be held subject to the provisions of the Ralph M. Brown Act, being California Government Code Sections 54950, et seq., and other applicable laws of the State of California requiring notice of meetings of public bodies to be given.

(c) Minutes

The Board shall cause minutes of all meetings to be kept and shall include the minutes in the next agenda packet, or as soon thereafter as they may be prepared and provided, for approval.

(d) Quorum

A majority of the members of the Board shall constitute a quorum for the transaction of business.

(5) Bylaws

The Board shall adopt from time to time such bylaws, rules or regulations for the conduct of its affairs as may be required.

(B) WCCTAC STAFF

(1) Composition

The WCCTAC shall have a staff consisting of an ~~Managing-Executive~~ Director who shall serve as

the primary staff person. Other staff may include those with expertise in transportation planning, funding, projects, and programs, or administrative and finance support,~~a Transportation Project Specialist and clerical support.~~ In addition, independent consultants and/or interns may be engaged on a continuing or short-term basis, as needed. The ~~Managing~~ Executive Director shall report to the WCCTAC Chair.

(2) Additional Staff

Additional staff may be added with Board approval within budget the constraints.~~of the then current fiscal year budget.~~

(C) WCCTAC-TAC ORGANIZATION

(1) Composition

The WCCTAC shall have a technical advisory committee which shall be known as the WCCTAC-TAC and which shall be composed of the City Managers of the participating cities or said City Managers' designees; the District Managers of the participating transit authorities or said District Manager's designees; and the County Administrator for Contra Costa County or said County Administrator's designee.

(2) Duties

The WCCTAC-TAC shall study and discuss issues pertaining to WCCTAC and shall make recommendations to the WCCTAC concerning those issues. However, the role of the WCCTAC-TAC in making recommendations to the WCCTAC shall not be deemed to preclude the WCCTAC from considering recommendations from other bodies and concerned individuals.

(3) Officers

The WCCTAC-TAC shall be chaired by the WCCTAC ~~Executive~~ Managing Director.

10. SUPPORT SERVICES

Each of the Agencies shall strive to provide the necessary support to the Board and TAC as may be necessary for the Board and TAC to fulfill ~~its~~ their duties.

11. RESTRICTIONS UPON EXERCISE OF POWER OF BOARD

This Agreement is entered into under the provisions of Title 1, Division 7, Chapter 5, Article I, Section 6500, et seq., of the California Government Code, concerning joint powers Agreements. The powers to be exercised hereunder shall be subject to the restrictions upon the manner of exercising the power of the City of San Pablo.

12. FUNDS, AUDIT AND ACCOUNTING SERVICES

Pursuant to the requirements of Section 6505.5 of the Government Code, the Finance Division Manager of the City of San Pablo is designated to be the depository and to have custody of all WCCTAC funds from whatever source, and to perform the following functions, unless the WCCTAC Board determines otherwise. Fiscal responsibilities shall include the following:

- (A) Receive and receipt for all money for WCCTAC for the credit of the Board;
- (B) Be responsible upon official bond for the safekeeping and disbursement of all Board money so held;
- (C) Pay any sums due from the Board from Board money, or any portion thereof, only upon warrants of the WCCTAC Executive Managing Director. There shall be a limit of \$10,000 on the amount of warrants which can be issued without Board approval.
- (D) The Finance Division Manager of the City of San Pablo shall be considered the Treasurer of WCCTAC funds unless otherwise determined by the WCCTAC Board. The Treasurer of WCCTAC funds shall have custody of all WCCTAC funds and shall verify and report at each Board meeting in writing on the first day of October, January, and April of each year; and within ninety (90) days after the close of the fiscal year ended June 30th, to the Board and to the participating Agencies to this Agreement, the amount of money the Treasurer holds for the Board, the amount of receipts, and the amount paid out since the last report to the Board.

The audit of funds shall be conducted annually in compliance with Section 6505 of the Government Code by an independent certified public accountant qualified to perform on behalf of joint power authorities. There shall be strict accountability of all funds and reporting to the Board of all receipts and disbursements. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for municipalities or counties and the audit shall conform to generally accepted auditing standards.

- (E) The ~~Executive Managing~~ Director and the Treasurer are hereby designated as the persons who have charge of and access to the property of WCCTAC. Each such person shall file with the Board an official bond in an amount to be fixed by the Board. The costs of the bonds shall be paid by WCCTAC.

13. OBLIGATIONS OF THE AGENCIES

Each Agency shall:

- (A) Be liable to the WCCTAC for, upon demand, its proportionate share of expenses based upon the budget adopted by the WCCTAC and member Agencies. Invoices shall be prepared by the WCCTAC ~~Executive Managing~~ Director. The proportionate share of each Agency shall be determined according to the following formula:

City of Richmond	27.2%
City of El Cerrito	9.1%
City of Hercules	9.1%
City of Pinole	9.1%
City of San Pablo	9.1%
County of Contra Costa	9.1%
San Francisco Bay Area	
Rapid Transit	9.1%
District Alameda-Contra	
Costa	9.1%
Transit District	9.1%
WestCAT	

(B) The WCCTAC Board will recommend a budget to member Agencies each Fiscal Year and, based upon the formula set forth in Paragraph (A) above, WCCTAC shall annually determine the amount of each member Agency's annual proportionate share.

(C) Commencing on July 1, 1994, and continuing with each July 1 thereafter, the WCCTAC Board shall approve a budget which reflects the annual costs and the proportionate share of required funding to be provided by each member Agency. WCCTAC members shall be invoiced annually on or about July 1 for the next fiscal year and their share shall be payable immediately.

14. NON-DISCRIMINATION STATEMENT

WCCTAC promotes equal opportunities in the workplace. WCCTAC is an equal opportunity employer and does not discriminate based on an applicant's, employee's, intern's, or contractor's race, color, religion, sex, sexual orientation, national origin, citizenship, age, physical or mental disabilities, or any other characteristic protected by state or federal law.

15. DISPOSITION OF WCCTAC FUNDS UPON TERMINATION

WCCTAC funds, including any interest earned on deposits, remaining upon termination of this Agreement after payment of all obligations, shall be returned in proportion to the contribution made by each Agency during the term of this Agreement. Decisions of the Board shall be final in this regard.

16. WITHDRAWAL

Any Agency upon sixty (60) days' written notice given to the Chair of WCCTAC may withdraw from this Agreement; provided, however, that the withdrawing Agency shall be liable for its proportionate share of any expenses incurred, up to the date that the termination becomes effective, which exceeds the withdrawing Agency's contribution under Paragraph 13; and provided further, that in no event shall a withdrawing Agency be entitled to a refund of all or any part of its contribution made under Paragraph 13.

17. TERMINATION

(A) This Agreement shall remain in effect indefinitely unless amended or terminated as provided hereunder.

- (B) This Agreement may be terminated by the affirmative vote of the governing bodies of not less than two-thirds of all member Agencies.

18. AMENDMENTS

This Agreement may be amended by the following process:

- (A) The WCCTAC Board shall first consider any and all amendments to this Agreement. A majority vote of the WCCTAC Board shall be required before any recommended amendment to this Agreement is forwarded to the member Agencies for consideration and adoption.
- (B) This Agreement may be amended by an affirmative vote of the governing bodies of not less than two-thirds of all member Agencies.
- (C) Any amendment that is approved shall not become effective until the WCCTAC ~~Executive Managing~~ Director receives properly executed copies of the Agreement from not less than two-thirds of all member Agencies of WCCTAC.

19. NOTICES

All notices to Agencies shall be deemed to have been given when mailed to the governing body of each Agency. Notices to WCCTAC shall be sent to the WCCTAC Board at:

WCCTAC
6333 Potrero Ave. Suite 200
El Cerrito, CA 94609
~~13831 San Pablo Avenue~~
~~San Pablo, CA 94806~~

Should WCCTAC's address of record change, the Executive Director shall provide notices to the Agencies of the change of address and notices to WCCTAC shall be sent there.

20. FILINGS WITH THE SECRETARY OF STATE

Within 30 days of the effective date of this Agreement, the Chair of WCCTAC shall file with the Office of the California Secretary of State a Notice of a Joint Powers Agreement for WCCTAC pursuant to California Government Code Sections 6505.3 and 6505.7, and a Statement of Facts - Roster of Public Agencies Filing pursuant to California Government Code Section 53051.

IN WITNESS WHEREOF, these signatures attest the parties' Agreement to the provisions of this Joint Exercise of Powers Agreement.



Jacob Ansley
Technical Manager, Richmond Refinery

VIA OVERNIGHT DELIVERY

December 20, 2022

Board Chair
West Contra Costa Transportation Advisory Committee
6333 Potrero Ave.
El Cerrito, CA 94530

Re: Chevron Richmond Refinery New Building Shop STMP Fee Appeal

Dear Board Chair:

By this letter, and pursuant to Richmond Municipal Code (RMC) 15.12.040(M), Chevron U.S.A. Inc. (Chevron) appeals the Subregional Transportation Mitigation Program fee (STMP Fee) applied to the Chevron Richmond Refinery Building Shop (New Building Shop) in the amount of \$360,482. The STMP Fee as applied to the New Building Shop violates state and local law and must be rescinded. Chevron respectfully requests that the West Contra County Transportation Advisory Committee (WCCTAC) retract the fees applied to the project and reimburse the fees to Chevron. Chevron will pay reasonable fees associated with this appeal.

Background

Chevron permitted and constructed the New Building Shop at the Richmond Refinery as a newer, safer, more efficient alternative to the former building shop (Old Building Shop), also located at the Refinery. The City of Richmond (City) issued the original building permit for the New Building Shop in 2018, project construction began in 2018, and project construction was complete in 2022. The City acknowledged that the New Building Shop was a replacement for the Old Building Shop at the Refinery, and importantly, concluded that the replacement would not result in impacts to traffic. (See Exhibit A, October 8, 2014 memo from Hector Lopez, City Senior Planner to City Design Review Board, p. 4.) As a result, the City did not charge an STMP Fee to the project when it issued the original building permit. (See Exhibit B, original New Building Shop invoice dated August 16, 2018.)¹ A map showing the location of the New Building Shop and the Old Building Shop is attached as Exhibit D (Building Shop Map). As indicated on the map, both buildings are located within the boundaries of the Richmond Refinery.

¹ Following submission of various deferred submittals on the original project, the City issued a new permit for the New Building Shop (in lieu of standard practice of reissuing the original permit) and issued a revised invoice. This invoice likewise did not include an STMP Fee. (See Exhibit C, revised 2019 project invoice dated July 29, 2019.)

Notably, *after* the project was constructed (which was *years after* the original building permit was issued), the City invoiced Chevron for the STMP Fee. (See Exhibit E, September 28, 2022 invoice from City to Chevron.) Chevron met with the City on several occasions to protest the issuance of the fee on the basis that the fee was not appropriately charged for a building replacement (and on the basis that the fee was improperly charged at the end of the project). Nonetheless, the City refused to issue an occupancy permit to Chevron for the New Building Shop project until after the STMP Fee was paid. Chevron ultimately paid the fees under protest to progress with moving its employees into the newer, safer facility. (See Exhibit F, October 26, 2022 letter from Brian Weber (Chevron) to Chris Castanchoa (City of Richmond); and Exhibit G, invoice payment receipt.)

Once the City issues the occupancy permit for the New Building Shop, Chevron will simply move the existing occupants of the Old Building Shop to the nearby, onsite New Building Shop. The facility currently anticipates that the move will occur in approximately second quarter 2023. Chevron does not intend to house employees in the Old Building Shop in the future due to its deteriorated condition and is evaluating plans for the ultimate demolition of the building.

The STMP Fee was improperly applied to the New Building Shop project and should be rescinded

The California Government Code permits a local agency to impose a development fee only where there is a *reasonable relationship* between the fee and the need for a public improvement due to the development on which the fee is imposed. (Cal Gov't Code Section 66000, et seq.) RMC Chapter 15.12, which codifies the STMP Fee, acknowledges this. The stated purpose of the STMP Fee is to "mitigate the regional impacts of new trips generated by that development." RMC 15.12.020. Further, the RMC states that the STMP Fee exists to "defray all or a portion of the costs of building transportation capital improvement projects needed to mitigate impacts of new development projects." RMC 15.12.030(A). The RMC justification for the STMP Fee underscores the need for a reasonable basis for the fee, explaining the requirement for a connection between the fee and a need to support the government infrastructure for new development and its increased burden on the community.

Here, as noted above, the New Building Shop project—which replaced an outdated structure at the same facility—did not create an impact on traffic or on public infrastructure. The move from one building within the Refinery to a newer, safer building within the Refinery did not create any new, additional commutes to the Refinery, did not create any additional burden on City or other government infrastructure, and did not require the expenditure of any public resources on infrastructure or other improvements. Accordingly, the application of the STMP Fee to the New Building Shop Project was unlawful and in conflict with state and local law provisions that require a nexus between a development fee and the project impact. (Cal Gov't Code Section 66000, et seq., RMC 15.020.040(B).)

Further, the RMC specifically recognizes the lack of a reasonable relationship between the STMP Fee and a project such as the New Building Shop. The RMC states that a project that “reconstructs or re-uses an existing structure or development that has been occupied within the previous three years is subject to the fee only to the extent that it would generate more A.M. peak hour vehicle trips than the existing development.” (RMC 15.020.040(C).) Here, the New Building Shop was built to replace the Old Building Shop at the Refinery and will therefore not generate any additional morning peak hour vehicle trips.

Chevron appreciates the responsibility of our local agencies to assure funding for needed improvements to infrastructure to support a safe, livable, and economically viable community in the City and the greater Contra Costa County area. However, our local agencies should be imposing fees in a just manner as permitted by law.

Chevron has met all the administrative requirements set forth in the WCCTAC STMP Fee Administrative Guidelines by paying the fees under protest, filing the appeal in a timely manner², effectively meeting the burden of proof for the waiver of the fees, providing all relevant information, and agreeing to pay the reasonable costs of processing the appeal. Accordingly, Chevron respectfully requests that the WCCTAC rescind the STMP imposed on the New Building Shop Project and return the fee to Chevron.

We understand that the WCCTAC Board will consider and decide on this appeal at a regularly scheduled meeting. Please let us know the date, time, and location of the meeting at which Chevron’s appeal will be considered. You can reach me at jacobansley@chevron.com.

Sincerely,



Jacob Ansley

cc: Hakim Johnson

Exhibit A –October 8, 2014 memo from Hector Lopez, City Senior Planner to City Design Review Board

Exhibit B – August 16, 2018 original project invoice

Exhibit C – July 29, 2019 revised project invoice

Exhibit D – Building Shop Map

² The Guidelines require the applicant to appeal the STMP Fee no later than the date of application for the building permit for the project. Since the City didn’t impose the STMP Fee before the date of application for the building permit, it is impossible for Chevron to have met this requirement. Rather, after being forced to pay the fees at the end of the project to receive the occupancy permit, Chevron paid the fees under protest and then filed this appeal thereafter.

Exhibit E – September 28, 2022 post-project invoice

Exhibit F – October 26, 2022 Letter from Brian Weber (Chevron) to Chris Castanchoa,
(City of Richmond)

Exhibit G – 2022 invoice payment receipt



El Cerrito

Hercules

March 1, 2023

Jacob Ansley, Title

Via EMAIL: jacobansley@chevron.com

Pinole

RE: Chevron Richmond Refinery New Building Shop STMP Fee Appeal

Dear Mr. Ansley:

Richmond

Thank you for your letter of December 20, 2022, regarding Chevron's payment of Subregional Transportation Mitigation Program (STMP) fees for a new building constructed at the Richmond Refinery. WCCTAC staff has reviewed this issue internally and discussed it with City of Richmond staff.

San Pablo

WCCTAC is a Joint Powers Agency in West Contra Costa County, that oversees the STMP as required by countywide Measure C and continued under Measure J. STMP fees are collected to help offset the transportation impacts of new development and/or the intensification of use. The fee has been in existence 1997 and in 2019, WCCTAC completed a new nexus study continuing the legally required supporting documentation to collect the fee.

Contra Costa
County

STMP fees are applied by location and their application is not transferred between development locations. From the information that was provided, various buildings on other sites at the refinery were previously used for the activities proposed to be included in the new Shop Building. It is our understanding that the old buildings are still standing (though possibly not used) and the sites could still be redeveloped at some point in the future. The new Shop Building was constructed on vacant land. If there had been a prior active use on the location of the new Shop Building within the last three years, then the trips associated with that use could be applied towards the new Shop Building when calculating the STMP fee due.

AC Transit

BART

If each of the sites, where the various older buildings are located, were re-developed within the next three years, then the trips associated with the prior use at each site could be applied towards the redeveloped building on each site for purposes of calculating that future STMP fee due.

WestCAT

The WCCTAC staff position is that the STMP fee applies to the new Shop Building and was

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Phone: 510.210.5930 ~ www.wcctac.org

calculated correctly by Richmond; though unfortunately collected later in the process than the STMP's Master Cooperative Agreement intends.

WCCTAC depends upon its member agencies to collect and remit STMP fees in accordance with the STMP Master Cooperative Agreement. From time to time, local staff may make errors. Due to such an error, the STMP fee was not collected by Richmond staff at the issuance of building permits. Upon discovering the error, the city staff remedied the situation by collecting the STMP fee due prior to issuing occupancy permits. In short, Chevron was able to pay the fee later than would normally be required. WCCTAC staff concurs with Richmond staff in its use of the 2018 STMP fee rates (that would have been in place at the time building permits were issued) when calculating the fee due. As a result, Chevron was not asked to pay the current (higher) fee.

If Chevron deems this WCCTAC staff response insufficient and seeks to formally appeal its payment of STMP fees to the WCCTAC Board of Directors, then per the adopted STMP Administrative Guidelines, WCCTAC would require reimbursement for its expenses in processing the appeal. This would involve the submission of \$1500 initial deposit. The deposit should be payable to WCCTAC and sent attn. Leah Greenblat, Transportation Planning Manager, to WCCTAC at 6333 Potrero Ave., Suite 100, El Cerrito, CA 94530.

If you are interested in this matter being placed on the March 25, 2023 meeting agenda, please let us know by March 13, 2023. This matter can also be placed on a future meeting agenda. The WCCTAC Board meets monthly.

Sincerely,

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

John Nemeth
Executive Director, WCCTAC

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