

MEETING NOTICE AND AGENDA

DATE & TIME: October 27, 2023 • 8:00 AM – 10:00 AM

LOCATION: City of El Cerrito, Council Chambers
10890 San Pablo Avenue (at Manila Ave)
El Cerrito, California (Accessible by AC Transit #72, #72M & #72R)

REMOTE ACCESS:

<https://us02web.zoom.us/j/7321058840?pwd=c1dMVjJyd1BoYk0yYWVlZWVlWHZ4Zz09>
Meeting ID: 732 105 8840

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 During the Meeting

Public comment during the meeting is limited to in-person participants. Members of the public will not have the ability to comment via Zoom unless WCCTAC is required to provide that opportunity due to a WCCTAC Director participating pursuant to AB 2449. In such a circumstance, the Chair will make an announcement at the beginning of the meeting. Those interested in commenting (if required per AB 2449) should raise their virtual hands to notify the host during the relevant agenda 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. Comments may be submitted by email to vjenkins@wcctac.org.

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- 1. Call to Order and Board Member Roll Call.** *(Paul Fadelli – 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 September 29, 2023 Board Meetings.** *(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 2023. *(Attachment; Information only).*
6. **Payment of Invoices over \$10,000.** Invoices included \$28,580.19 to Fehr and Peers relating to the Richmond Parkway Transportation Plan and \$20,520 for WestCAT bus passes as part of the TDM Pass2Class program. *(No Attachment; Information only).*
7. **Appointment of Second Alternate to the CCTA's Technical Coordinating Committee (TCC).** The TCC is composed of local agency staff and provides input on various CCTA matters. Each Regional Transportation Planning Committee is allowed three representatives and up to two alternates. Staff is recommending the appointment of Josef Munoz, from City of Richmond staff, as the second alternate. The role is currently vacant. *(Attachment; Recommended Action: Appoint Josef Munoz as the second West County Alternate Representative to the CCTA's TCC for a two-year term).*
8. **City of El Cerrito STMP Funding Agreement for Ohlone Greenway-Uptown District Project.** At its September 29, 2023 meeting, the WCCTAC Board allocated Sub-regional Transportation Mitigation Program (STMP) funding to eight projects. The attached funding agreement is for one of those projects. Staff is planning to bring additional funding agreements to the Board at upcoming meetings. *(Attachment; Recommended Action: Adopt Resolution 23-08 authorizing WCCTAC to enter into a funding agreement with the City of El Cerrito providing \$180,000 in STMP funds for the Ohlone Greenway-Uptown District Project).*
9. **Allocation of Fiscal Year 2024 Measure J 20b Funds (Additional Transportation Services for Seniors and People with Disabilities).** Approve the annual allocation of Measure J Program 20b funds in the amount of \$744,500 to four of five West County paratransit operators for services to supplement those provided under the Measure J Countywide Program 15. *(Attachment; Recommended Action: Approve).*

REGULAR AGENDA ITEMS

- 10. Comprehensive Travel Training Program Review.** The WCCTAC Travel Training Program recently concluded its fifth season. Staff will provide an overview of this year's efforts, review accomplishments and lessons learned since the program's inception, and consider options for the future. *(Joanna Pallock, Project Manager and Janet Bilbas, Travel Training Coordinator; No Attachments; Recommended Action: Receive information and provide feedback as needed).*

- 11. City of San Pablo Medical Trips One-Seat Pilot.** The countywide Accessible Transportation Strategic Plan was adopted by CCTA in 2021. It outlined enhanced services for senior and disabled residents, with potential funding from the countywide Measure X sales tax. "One Seat Ride" pilot programs have been established in other subregions but not yet in West County. WCCTAC collaborated with CCTA, the County, and the City of San Pablo to develop a pilot service focused on providing access for residents in the 94806 zip code to medical services in Martinez. *(Joanna Pallock, WCCTAC staff; Attachment; Recommended Action: Adopt Resolution 23-09 authorizing the use of \$85,412 in Measure J 28b funds, to match an equal contribution from CCTA, for an eighteen-month pilot program).*

- 12. Authorization to Transmit Joint Power Agreement (JPA) to Member Agencies and Direction Regarding Agency Name.** WCCTAC is in the process of updating its JPA which has not been amended since 2003. At the direction of the WCCTAC Board, at its July 28, 2023 meeting, staff incorporated edits to the redline draft from member agencies and CCTA. Prior to transmitting the document to member agencies for approval, the WCCTAC Board will need to decide whether to pursue a name change. *(John Nemeth, Executive Director, Attachment; Recommended Action: 1. Determine whether to change WCCTAC's legal name, use a "doing business as" name, or maintain the status quo; and 2. Authorize staff transmit a final draft of the redline Joint Power Agreement to member agencies for approval.)*

STANDING ITEMS

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

- 14. General Information Items.**
 - a. Letter to CCTA Executive Director with Summary of Board Actions for September 29, 2023
 - b. Acronym List

- 15. Adjourn.** The next regular meeting is: December 8, 2023 @ 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 29, 2023**

MEMBERS PRESENT: Paul Fadelli, Chair (El Cerrito), Rita Xavier, Vice-Chair (San Pablo), Chris Kelley (Hercules), Anthony Tave (Pinole), Soheila Bana, (Richmond), Cesar Zepeda (Richmond), Chris Peebles-remote (AC Transit), Rebecca Saltzman (BART), Tom Hansen (WestCAT)

STAFF PRESENT: John Nemeth, Joanna Pallock, Coire Reilly, Valerie Jenkins,
Kris Kokotaylo (legal counsel)

ACTIONS LISTED BY: WCCTAC Staff

Meeting Called to Order: 8:00 a.m.

Public Comment: None

CONSENT CALENDAR

Motion by **Director Saltzman**; seconded by **Director Peebles**

Yes- P. Fadelli, R. Xavier, A. Tave, C. Peebles, C. Kelley, C. Zepeda, R. Saltzman, T. Hansen, S. Bana

No- None

Abstention- None

Motion passed unanimously.

Item #3. *Approved:* Minutes of the June 28,2023, Board Meeting

Item #4. *Received:* Monthly Update on WCCTAC Activities

Item #5. *Received:* Financial Reports for July 2023

Item #6. *Received:* Payment of Invoices over \$10,000. (*None*)

REGULAR AGENDA ITEMS

ITEM/DISCUSSION	ACTION
Item #7 Appeal of STMP Fee for 1711-1755 Eastshore Boulevard	Deferred to future WCCTAC Board Meeting at the developer's request.

<p>Item #8 Richmond Parkway Transportation Plan (RPTP): Existing and Future Conditions and Phase 1 Engagement Update.</p>	<p>Leah Greenblat, WCCTAC staff, and Karina Schneider, Fehr and Peer staff, provided an update on the Richmond Parkway Transportation Plan (RPTP). Ms. Schneider discussed the recent public outreach process and the feedback received. She also explained that, thus far, there have been two Technical Advisory Committee meetings for the planning effort, which have included representatives from the City of Richmond, Contra Costa County, AC Transit, BART, MTC, and other organizations. The next phase of the process is to develop a Strategy Toolkit, that will consist of a high-level list of potential projects and improvements. These will be brought back to the WCCTAC Board and the community for input early next year.</p>
<p>Item #9 STMP Call for Projects: Funding Recommendation</p>	<p>John Nemeth, WCCTAC staff, noted that WCCTAC received nine STMP funding requests, totaling \$9.2 million. He further explained that the WCCTAC TAC developed criteria for evaluating requests which the staff applied to create scores. The TAC then made a funding recommendation with some consideration of the scores, but also with an aim to give each project what it needed to keep moving forward. Mr. Nemeth recommended that the Board accept the TAC's recommendation. He also recommended that the Board extend three expired funding agreements.</p> <p>Motion by Director Saltzman; seconded by Director Zepeda; to Approve the TAC's proposed funding allocation and extend three expired agreements.</p> <p>Yes- P. Fadelli, R. Xavier, A. Tave, C. Peeples, C. Kelley C. Zepeda, R. Saltzman, T. Hansen, S. Bana No-None Abstention- None</p>

Meeting Adjourned: 9:26 a.m.

TO: WCCTAC Board

DATE: October 27, 2023

FR: John Nemeth, Executive Director

RE: Monthly Update on WCCTAC Activities

WCCTAC Staff participates in Walk Audit for El Cerrito High School



WCCTAC Staff participated in a walk audit of the El Cerrito High School to assess safety on the surrounding streets for students, parents, and staff as they enter and leave the school. The walk audit occurred right after the bell rang at the end of the day, so the group could observe students and staff leaving the school.

The walk audit was spurred by an El Cerrito High School student who bikes to the high school and raised concerned about various issues, such as inadequate bike parking, the lack of separated bicycle lanes, and the challenge of navigating vehicular traffic before and after the bell. The audit was attended by representatives from WCCTAC, El Cerrito (also the current WCCTAC TAC member) El Cerrito High School, Contra Costa Health, Rich City Rides, El Cerrito Rollers and Strollers, and parents and community members. The group will be collecting information from each of the participants and discussing next steps.

WCCTAC/511 Contra Costa Attended Richmond's Drive Electric Event



WCCTAC staff attended Richmond's annual Drive Electric event on September 28, 2023 at Richmond Civic Center. The event highlights various programs around the Bay that promote electrification, including ebike rebate programs (<https://511contracosta.org/biking/electric-bicycle-rebate/>) and programs aimed at incentivizing residents to switch to electric vehicles (<https://www.baaqmd.gov/funding-and-incentives/residents>). The event also hosts a car show with a wide variety of electric vehicles. WCCTAC Board alternate Chris Kelly and WCCTAC TAC regular and citizen representative to the Contra Costa Bicycle and Pedestrian Advisory Committee, Bill Pinkham, also attended.

Staff also used the event to promote the Richmond Parkway Transportation Plan, currently under development (https://www.wcctac.org/app_pages/view/1182).

Do you have an event you would like 511 Contra Costa TDM Program to attend? Please reach out to Coire Reilly to schedule – creilly@511contracosta.org.

Recognizing Joanna Pallock and Hiring New Staff

After 16 years of service at WCCTAC, Joanna Pallock is retiring on December 31, 2023. Staff is planning a formal recognition at the December 8, 2023, Board Meeting and is working on other ways to recognize Joanna's contributions internally. Staff also recently initiated the hiring process to find Joanna's replacement. The "Project Manager" job announcement has been posted on the WCCTAC website, as well as other job sites, and staff is assembling an interview panel that includes at least one member of the WCCTAC TAC.

General Ledger Monthly Budget Report



User: AnnC
 Printed: 10/3/2023 11:34:31 AM
 Period 03 - 03
 Fiscal Year 2024

Account Number	Description	Adopted	Budget Adjustments	Adjusted	YTD Actual	Variance	Encumbered	Available	% Avail
7700	WCCTAC Operations								
770-7700-41000	Salary	0.00	569,435.00	569,435.00	94,535.76	474,899.24	0.00	474,899.24	83.40
770-7700-41200	PERS Retirement	0.00	0.00	0.00	54,845.70	-54,845.70	0.00	-54,845.70	0.00
770-7700-41310	Medical Insurance	0.00	0.00	0.00	14,243.90	-14,243.90	0.00	-14,243.90	0.00
770-7700-41311	Retiree Healthcare	0.00	0.00	0.00	185.91	-185.91	0.00	-185.91	0.00
770-7700-41400	Dental	0.00	0.00	0.00	738.46	-738.46	0.00	-738.46	0.00
770-7700-41500	Flexible Spending Account	0.00	0.00	0.00	135.00	-135.00	0.00	-135.00	0.00
770-7700-41800	LTD Insurance	0.00	0.00	0.00	790.51	-790.51	0.00	-790.51	0.00
770-7700-41900	Medicare	0.00	0.00	0.00	1,353.72	-1,353.72	0.00	-1,353.72	0.00
770-7700-41901	Other Insurances	0.00	0.00	0.00	9,566.45	-9,566.45	0.00	-9,566.45	0.00
770-7700-41904	Life Insurance	0.00	0.00	0.00	311.10	-311.10	0.00	-311.10	0.00
770-7700-41911	Liability Insurance	0.00	4,639.00	4,639.00	0.00	4,639.00	0.00	4,639.00	100.00
770-7700-41912	Unemployment Insurance	0.00	0.00	0.00	112.00	-112.00	0.00	-112.00	0.00
	Salary and Benefits	0.00	574,074.00	574,074.00	176,818.51	397,255.49	0.00	397,255.49	69.20
770-7700-43500	Office Supplies	0.00	4,600.00	4,600.00	1,403.49	3,196.51	0.00	3,196.51	69.49
770-7700-43501	Postage	0.00	1,600.00	1,600.00	115.76	1,484.24	0.00	1,484.24	92.77
770-7700-43520	CopiesPrintingShippingXerox	0.00	3,300.00	3,300.00	421.01	2,878.99	0.00	2,878.99	87.24
770-7700-43600	Professional Services	0.00	69,510.00	69,510.00	11,371.22	58,138.78	0.00	58,138.78	83.64
770-7700-43900	RentBuilding	0.00	22,500.00	22,500.00	5,328.25	17,171.75	0.00	17,171.75	76.32
770-7700-44000	Special Department Expenses	0.00	10,000.00	10,000.00	1,207.24	8,792.76	0.00	8,792.76	87.93
770-7700-44320	TravelTraining Staff	0.00	2,500.00	2,500.00	0.00	2,500.00	0.00	2,500.00	100.00
	Service and Supplies	0.00	114,010.00	114,010.00	19,846.97	94,163.03	0.00	94,163.03	82.59
	Expense	0.00	688,084.00	688,084.00	196,665.48	491,418.52	0.00	491,418.52	71.42
7700	WCCTAC Operations	0.00	688,084.00	688,084.00	196,665.48	491,418.52	0.00	491,418.52	71.42
7720	WCCTAC TDM								
772-7720-41000	Salary	0.00	0.00	0.00	45,509.58	-45,509.58	0.00	-45,509.58	0.00
772-7720-41200	PERS Retirement	0.00	0.00	0.00	40,997.38	-40,997.38	0.00	-40,997.38	0.00
772-7720-41310	Medical Insurance	0.00	0.00	0.00	7,189.95	-7,189.95	0.00	-7,189.95	0.00
772-7720-41400	Dental Insurance	0.00	0.00	0.00	389.10	-389.10	0.00	-389.10	0.00
772-7720-41800	LTD Insurance	0.00	0.00	0.00	278.51	-278.51	0.00	-278.51	0.00
772-7720-41900	Medicare	0.00	0.00	0.00	654.01	-654.01	0.00	-654.01	0.00
772-7720-41901	Other Insurances	0.00	0.00	0.00	7,141.72	-7,141.72	0.00	-7,141.72	0.00
772-7720-41904	Life Insurance	0.00	0.00	0.00	85.02	-85.02	0.00	-85.02	0.00
	Salary and Benefits	0.00	0.00	0.00	102,245.27	-102,245.27	0.00	-102,245.27	0.00
772-7720-43500	Office Supplies	0.00	0.00	0.00	1,546.43	-1,546.43	0.00	-1,546.43	0.00

Account Number	Description	Adopted	Budget Adjustments	Adjusted	YTD Actual	Variance	Encumbered	Available	% Avail
772-7720-43501	TDM Postage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
772-7720-43520	CopiesPrintingShippingXerox	0.00	0.00	0.00	386.02	-386.02	0.00	-386.02	0.00
772-7720-43600	Professional Services	0.00	0.00	0.00	9,336.31	-9,336.31	0.00	-9,336.31	0.00
772-7720-43900	RentBuilding	0.00	0.00	0.00	5,328.25	-5,328.25	0.00	-5,328.25	0.00
772-7720-44000	Special Department Expenses	0.00	0.00	0.00	58,018.13	-58,018.13	0.00	-58,018.13	0.00
772-7720-44320	TravelTraining Staff	0.00	0.00	0.00	0.50	-0.50	0.00	-0.50	0.00
	Service and Supplies	0.00	0.00	0.00	74,615.64	-74,615.64	0.00	-74,615.64	0.00
	Expense	0.00	0.00	0.00	176,860.91	-176,860.91	0.00	-176,860.91	0.00
7720	WCCTAC TDM	0.00	0.00	0.00	176,860.91	-176,860.91	0.00	-176,860.91	0.00
7730	STMP								
773-7730-41000	Salary	0.00	80,000.00	80,000.00	0.00	80,000.00	0.00	80,000.00	100.00
	Salary and Benefits	0.00	80,000.00	80,000.00	0.00	80,000.00	0.00	80,000.00	100.00
773-7730-44000	Special Department Expense	0.00	6,391,144.00	6,391,144.00	11,247.23	6,379,896.77	0.00	6,379,896.77	99.82
	Service and Supplies	0.00	6,391,144.00	6,391,144.00	11,247.23	6,379,896.77	0.00	6,379,896.77	99.82
	Expense	0.00	6,471,144.00	6,471,144.00	11,247.23	6,459,896.77	0.00	6,459,896.77	99.83
7730	STMP	0.00	6,471,144.00	6,471,144.00	11,247.23	6,459,896.77	0.00	6,459,896.77	99.83
7740	WCCTAC Special Projects								
774-7740-43600	Professional Services	0.00	0.00	0.00	111,671.29	-111,671.29	0.00	-111,671.29	0.00
774-7740-44000	Special Department Expense	0.00	519,994.00	519,994.00	18.00	519,976.00	0.00	519,976.00	100.00
	Service and Supplies	0.00	519,994.00	519,994.00	111,689.29	408,304.71	0.00	408,304.71	78.52
	Expense	0.00	519,994.00	519,994.00	111,689.29	408,304.71	0.00	408,304.71	78.52
7740	WCCTAC Special Projects	0.00	519,994.00	519,994.00	111,689.29	408,304.71	0.00	408,304.71	78.52
Expense Total		0.00	0.00	7,679,222.00	496,462.91	7,182,759.09	0.00	7,182,759.09	93.535

General Ledger Monthly Budget Report

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 Period 03 - 03
 Fiscal Year 2024



Account Number	Description	Adopted	Budget Adjustments	Adjusted	YTD Actual	Variance	Encumbered	Available	% Avail
0000	Non Departmental								
773-0000-34310	County STMP Fees	0.00	750,000.00	-750,000.00	-24,291.59	-725,708.41	0.00	-725,708.41	96.76
773-0000-34315	El Cerrito STMP Fees	0.00	250,000.00	-250,000.00	0.00	-250,000.00	0.00	-250,000.00	100.00
773-0000-34320	Hercules STMP Fees	0.00	40,000.00	-40,000.00	0.00	-40,000.00	0.00	-40,000.00	100.00
773-0000-34325	Pinole STMP Fees	0.00	40,000.00	-40,000.00	-121,449.08	81,449.08	0.00	81,449.08	-203.62
773-0000-34330	Richmond STMP Fees	0.00	750,000.00	-750,000.00	-1,050,217.62	300,217.62	0.00	300,217.62	-40.03
773-0000-34335	San Pablo STMP Fees	0.00	300,000.00	-300,000.00	0.00	-300,000.00	0.00	-300,000.00	100.00
	Licenses and Permits	0.00	2,130,000.00	-2,130,000.00	-1,195,958.29	-934,041.71	0.00	-934,041.71	43.85
773-0000-36102	Interest	0.00	15,000.00	-15,000.00	0.00	-15,000.00	0.00	-15,000.00	100.00
	Use of Property and Money	0.00	15,000.00	-15,000.00	0.00	-15,000.00	0.00	-15,000.00	100.00
770-0000-34111	Member Contributions	0.00	584,874.00	-584,874.00	0.00	-584,874.00	0.00	-584,874.00	100.00
770-0000-39906	Other Revenue	0.00	121,687.00	-121,687.00	0.00	-121,687.00	0.00	-121,687.00	100.00
772-0000-39906	Other Revenue	0.00	0.00	0.00	-50,413.33	50,413.33	0.00	50,413.33	0.00
774-0000-39906	Other Revenue	0.00	519,994.00	-519,994.00	0.00	-519,994.00	0.00	-519,994.00	100.00
	Miscellaneous Revenue	0.00	1,226,555.00	-1,226,555.00	-50,413.33	-1,176,141.67	0.00	-1,176,141.67	95.89
	Revenue	0.00	3,371,555.00	-3,371,555.00	-1,246,371.62	-2,125,183.38	0.00	-2,125,183.38	63.03
0000	Non Departmental	0.00	3,371,555.00	-3,371,555.00	-1,246,371.62	-2,125,183.38	0.00	-2,125,183.38	63.03
Expense Total		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0

TO: WCCTAC Board

MEETING DATE: October 27, 2023

FR: Leah Greenblat, Transportation Planning Manager

RE: **Appointment of Second Alternate to the CCTA's Technical Coordinating Committee (TCC).**

REQUESTED ACTION

Appoint Josef Munoz as the second West County Alternate Representative to the CCTA's Technical Coordinating Committee (TCC) for a two-year term.

BACKGROUND AND DISCUSSION

The TCC provides advice on technical matters that may come before the Authority. The Committee members also act as the technical liaison between the Authority and the Regional Transportation Planning Committees (RTPCs). The TCC reviews and comments on draft plans, grant guidelines, and selection criteria for some funding sources. The TCC is composed of an array of technical staff members.

Each RTPC appoints three members representing the planning, engineering, and transportation disciplines. RTPCs can also appoint alternates. Other representatives on the TCC are drawn from transit operators, City-County engineers, Caltrans, MTC, and the Bay Area Air Quality on Management District.

WCCTAC's current representatives are Allan Panganiban (San Pablo), Robert Armijo (Richmond) and Leah Greenblat (WCCTAC staff). The current West County Alternate to the TCC is John Nemeth (WCCTAC staff).

The WCCTAC TAC desires to have a second Alternate and is recommending Josef Munoz from the City of Richmond's Engineering Division. The WCCTAC TAC discussed the second Alternate appointment at its September 14, 2023 and Richmond staff verified Mr. Munoz's interest.

**COOPERATIVE FUNDING AGREEMENT BETWEEN
WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE
AND
CITY OF EL CERRITO**

Ohlone Greenway - Uptown District Improvements Project

This AGREEMENT is made and entered into as of October 27, 2023, (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 El Cerrito, a municipal corporation.

WCCTAC and City of El Cerrito (“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 September 29, 2023 meeting, the WCCTAC Board of Directors approved an appropriation of one hundred, eighty thousand dollars (\$180,000) 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 October 27, 2027, 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 with 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 one hundred and eighty thousand dollars, (\$180,000) 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, 9th Floor
Oakland, CA 94612

If to Agency:

Karen Pinkos, City Manager
City of El Cerrito
10890 San Pablo Avenue
El Cerrito, CA 94530

- 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 El Cerrito

**West Contra Costa Transportation
Advisory Committee**

Karen Pinkos, City Manager

John Nemeth, Executive Director

Approved as to Form:

Approved as to Form:

Sky Woodruff, City Attorney

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: *Project Category 5: Ohlone Greenway Improvements*.
5. To use the STMP funds for *preliminary engineering and detailed design (Plans, Specifications & Estimates) of the project*.
6. To produce or complete *preliminary engineering and detailed design (Plans, Specifications & Estimate) for the Ohlone Greenway improvements between Conlon Avenue and Knott Avenue and between Hill Street and Blake Street*.
7. To complete the over-all project based on the following initial schedule for the project:

TASK	MONTH or QUARTER and YEAR	
	<i>Begins</i>	<i>Ends</i>
<i>Preliminary Engineering</i>	<i>7/1/2024</i>	<i>10/31/2024</i>
<i>Detailed Design (including PS&E)</i>	<i>11/1/2024</i>	<i>12/31/2025</i>
<i>Advertise Construction</i>	<i>1/2/2026</i>	<i>2/2/2026</i>
<i>Award Contract</i>	<i>3/2/2026</i>	<i>4/2/2026</i>
<i>Construction</i>	<i>4/23/2026</i>	<i>3/31/2027</i>
<i>Construction Complete/ Open to the Public</i>		<i>April 2027</i>
<i>Project Close-Out</i>		<i>April 2028</i>

8. To complete the STMP-funded portion of the project based on the estimated completion date of *December 31, 2025*.

TO: WCCTAC Board

DATE: October 27, 2023

FR: Joanna Pallock, Program Manager

**RE: Allocation of Fiscal Year 2024 Measure J 20b Funds (Additional
Transportation Services for Seniors and People with Disabilities)**

REQUESTED ACTION

Approve the annual allocation of Measure J Program 20b funds in the amount of \$744,500 to four of five West County paratransit operators for services to supplement those provided under the Measure J Countywide Program 15.

BACKGROUND AND DISCUSSION

Measure J Program 20b, *Additional Transportation for Seniors and People with Disabilities*, provides funding to the five West County paratransit operators (East Bay Paratransit Consortium, El Cerrito, San Pablo, Richmond, and WestCAT) for services to supplement those provided under the Countywide Measure J Program 15. The programming and allocation of Program 15 funds is handled by CCTA, while WCCTAC approves Program 20b funds. To partly cover the administrative cost of overseeing and coordinating these programs, WCCTAC will use \$16,000 of these funds in FY24. The details of the allocation are found on the attached chart.

Typically, CCTA and WCCTAC request claim forms from the operators containing program information, although that requirement was suspended during the pandemic. This year, CCTA and WCCTAC staff requested that operators provide more detailed claim forms with explanations of how programs are performing and how operators plan to use Measure J funds in the upcoming year. Staff also requested samples of outreach materials, and descriptions of outreach efforts to inform residents about these services.

The CCTA's Paratransit Coordinating Council (PCC) Review Committee, made up of Program 15 and Program 20b recipients, met on several occasions to review claim forms. At the September 18, 2023 Review Committee meeting, the members in attendance voted not to accept the City of Richmond FY 24 claim forms, pending additional information and a third party financial and performance review. Consistent with the Review Committee's recommendation, WCCTAC staff is requesting that the Board allocate Measure J 20b funds to four of the five operators. WCCTAC Staff is assisting the City of Richmond in clarifying Review Committee requirements and the City of Richmond is currently working to meet those requirements.

ATTACHMENTS:

A: Program 20b FY24 Allocation Chart

ATTACHMENT A

PROGRAM: 20b - West County Additional Transportation Services for Seniors and People With Disabilities			FY 2024
Sales Tax Revenue Estimate			\$117,000,000
	%	Year	
Program Revenue Estimate	0.65%		\$760,500
Program Management - WCCTAC			\$ (16,000)
Available for Allocation to Operators (Programmed by WCCTAC)			\$744,500

Agency	Coop #		100% Amount	90% Amount	Allocation Adjustment from FY 2021-22	TOTAL ALLOCATION
City of Richmond	60.00.07		\$325,776	\$293,198	\$63,437	\$389,213
City of El Cerrito	60.00.06		\$55,591	\$50,031	\$10,825	\$66,415
City of San Pablo	60.00.08		\$99,228	\$89,305	\$19,322	\$118,550
WestCAT	60.00.04		\$113,574	\$102,216	\$22,116	\$135,689
EBPC			\$0			
BART	60.00.01		\$46,603	\$41,943	\$9,075	\$55,678
AC Transit	60.00.02		\$103,729	\$93,356	\$20,199	\$123,928
Total Allocation to Operators			\$744,500	\$670,050	\$144,973	\$889,473
Total Allocation to WCCTAC (Program Management)						\$16,000

TO: WCCTAC Board

DATE: October 27, 2023

FR: Joanna Pallock, Program Manager

RE: **City of San Pablo Medical Trips One-Seat Pilot**

REQUESTED ACTION

Adopt Resolution 23-09 authorizing the use of \$85,412 in Measure J 28b funds, to match an equal contribution from CCTA, for an eighteen-month pilot program.

BACKGROUND AND DISCUSSION

Following adoption of the Accessible Transportation Strategic Plan (ATSP) in 2021, the CCTA developed a set of pilot programs to test improvements. Pilots have been implemented in other subregions with some funding coming from the countywide Measure X sales tax. The implementation of a Measure X-funded pilot in West County would help to achieve geographic equity among subregions in the initial ATSP implementation and also meet other goals of the ATSP.

In recent months, Authority staff and its consultant team have been working with WCCTAC, and other West County stakeholders, on a pilot program that would provide medical trips outside of the West County subregion. At present, ADA-eligible paratransit riders in the portion of West County served by East Bay Paratransit are unable to travel to medical centers (including the County Medical Center) in Martinez without a transfer. Senior residents of West County who are not ADA eligible face even greater transportation challenges in getting to Martinez.

WCCTAC, CCTA staff, and CCTA's consultant, Nelson Nygaard met multiple times to consider the details of a pilot service focused on providing residents a one-seat ride for medical trips outside the subregion. The team prepared cost analyses on options and considered range of parameters including: contracting with a TNC such as Lyft or Uber to serve as the operator, using a concierge service such as GoGoGrandparent, serving just destinations in Martinez or including other locations like Walnut Creek/Pleasant Hill, and/or Berkeley/Oakland, and running the pilot for six, twelve or eighteen months.

Ultimately, the City of San Pablo was identified as the most practical partner for an initial pilot. It has an interest in being the operator and is willing to hire a new part-time driver and utilize an existing, large accessible vehicle to shuttle individuals to and from the San Pablo Senior Center and County Medical Center/VA Hospital in Martinez. The other parameters for the pilot are shown on the opposite page in Figure 1. Note that those served would include all in the 94806 zip code, which includes neighborhoods in Richmond and in the unincorporated County. The pilot could be broadened in the future to serve a larger area in West County, as well as other destinations.

Figure 1 Program Parameters

Frequency	Three round-trip shuttle trips per day; three days a week
Eligibility	Current participants in the Senior & Disabled Transportation Service Individuals in the 94806 zip code who are 50+ and/or people with disabilities 18+
Fares	\$5 regular \$1 means-based fare for Extremely Low-Income Free for attendants
Start Date	First or second quarter 2024
Length of Pilot	Eighteen months

The total cost of the pilot, as estimated by CCTA’s consultant, is \$170,824 to run for 18 months. Funding for this effort has been conceived as a partnership between CCTA and WCCTAC, with the former contributing half of the necessary funding with Measure X dollars and WCCTAC contributing half with Measure J 28b funds. WCCTAC's contribution would therefore be \$85,412. As of July 31, 2023, WCCTAC had about \$557,000 in uncommitted Measure J 28b funds available.

NEXT STEPS

The CCTA’s ATSP Task Force unanimously approved the proposed pilot program on October 12, 2023. On November 2, 2023, the CCTA’s Planning Committee will make a recommendation for the pilot and the necessary funding allocation. The full Authority Board could approve the pilot at its meeting on November 15, 2023. Following approval, the City of San Pablo and CCTA can finalize a funding agreement and San Pablo can begin to driver recruitment, along with program planning and marketing.

ATTACHMENTS

A: Resolution 23-09

**WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE
RESOLUTION NO. 23-09**

**TO PROVIDE AN ALLOCATION OF MEASURE 28B FUNDS FOR USE BY THE
CONTRA COSTA TRANSPORTATION AUTHORITY FOR A MEDICAL TRIP
SHUTTLE PILOT SERVICE WITH THE CITY OF SAN PABLO**

WHEREAS, the Board of Directors of the West Contra Costa Transportation Advisory Committee (“WCCTAC”) is authorized to allocate Measure J 28b funds for local transportation objectives; and

WHEREAS, the Contra Costa Transportation Authority (“CCTA”) has approved a Medical Trip Shuttle Pilot service for seniors in partnership with WCCTAC and the City of San Pablo; and

WHEREAS, the pilot service is proposed to begin in early 2024 and run for 18 months; and

WHEREAS the City of San Pablo will operate the service but requires funding to do so; and

WHEREAS, the CCTA’s Accessible Transportation Strategic Plan (ATSP) Task Force has authorized the use of \$85,412 in County Measure X funding for the service, subject to WCCTAC authorizing the other half of funds using its flexible Measure J 28b dollars; and

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

1. Does hereby authorize the use of \$85,412 in Measure J 28b funds to provide WCCTAC’s share of funding a local match to CCTA for its City of San Pablo Medical Trip Shuttle Pilot.
2. The Executive Director is authorized to make all approvals and take all actions necessary or appropriate to carry out and implement the intent of this Resolution.

The foregoing Resolution was adopted by the WCCTAC Board at a regular meeting on October 27, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Paul Fadelli, Chair

Attest:

John Nemeth, Executive Director

Approved as to Form:

Kristopher J. Kokotaylo, General Counsel

TO: WCCTAC Board

MEETING DATE: October 27, 2023

FR: John Nemeth, Executive Director

RE: Authorization to Transmit Joint Powers Agreement (JPA) to Member Agencies and Direction Regarding Agency Name

REQUESTED ACTION

1. Determine whether to: change WCCTAC’s legal name, use a “doing business as” name, or maintain the status quo.
2. Authorize staff to transmit a final draft of the redline Joint Powers Agreement to member agencies for approval.

BACKGROUND AND DISCUSSION

At its January 27, 2023, meeting, the WCCTAC Board directed staff to pursue an update to the WCCTAC Joint Powers Agreement (JPA), and to return with greater specificity about potential JPA changes. Staff returned to the WCCTAC Board on February 24, 2023, with a redline version of the JPA and sought Board feedback. The changes included: eliminating a prohibition on Board member stipends, updating old terminology, and clarifying some vague language. Per the Board’s direction, staff then discussed the redline JPA document with the WCCTAC TAC at its March 13, 2023, meeting. The TAC had a variety of questions about the JPA amendment process and pointed out a typo.

Staff returned to the WCCTAC Board again on March 24, 2023, and recommended that WCCTAC transmit the proposed, amended JPA to member agencies and CCTA for review and comment. The final set of comments was received by WCCTAC on July 20, 2023. At the July 28, 2023, meeting, the Board directed staff to accept the bulk of comments, which mainly consisted of minor edits and revisions to reflect current practice and clarifications. The issue of whether to change WCCTAC’s legal name was the only outstanding consideration. The Board directed staff to determine the fiscal impacts of a name change and to find out more detailed information about CCTA’s concerns with a potential name change.

During the process of reviewing changes to the JPA, the WCCTAC Board concluded that it was interested in changing the organization’s name from the “West Contra Costa Transportation Advisory Committee” to the “West Contra Costa Transportation Commission”. WCCTAC’s current name can be confusing for members of the public and other public agencies (including granting agencies) given the impression it creates of WCCTAC being only an advisory body. WCCTAC is not merely an advisory body. WCCTAC allocates and disburses funds, runs programs, has overseen the delivery of small-scale projects (bike racks, charging stations), and delivers studies and plans. Secondly, it is exceedingly rare for a Joint Exercise of

Powers Authority (JPA) to label itself a “committee”, which is usually an ad-hoc grouping. While WCCTAC plays the role of a Regional Transportation Planning Committee (RTPC) in the eyes of CCTA, that’s not a legal designation. Moreover, not all the RTPC’s in Contra Costa have the word “Committee” in their name and not all are JPAs .

In its comment letter to WCCTAC, on July 16, 2023, CCTA expressed concern about potential for a name change, noting that it would require amending the CCTA’s Administrative Code and potentially other administrative revisions. WCCTAC’s counsel discussed the issue in depth with CCTA’s counsel to understand the level of effort that would be involved by the Authority. WCCTAC staff made a back-of-the-envelope calculation that a name change would probably cost the Authority about \$25K in legal expenses. This does not include additional staff time, outside of legal expenses. Independently, CCTA staff suggested the fiscal impact for the Authority would be about \$20K. For WCCTAC, a legal name change would also necessitate the amendment of existing agreements or contracts that could involve a potentially significant fiscal impact to WCCTAC, as well. Given these fiscal impacts, and CCTA staff concerns, WCCTAC staff recommends against a legal name change at this time.

Another option, however, and one proposed by CCTA’s Executive Director, is for WCCTAC to maintain its legal name but to do business with a different name. There are other public agencies that make use of this practice. In Contra Costa County, the West Contra Costa Integrated Waste Management Authority goes by the name, “RecycleMore” and the Central Contra Costa Solid Waste Authority goes by the name, “RecycleSmart”. At the regional level, the San Francisco Bay Area Water Emergency Transportation Authority (WETA) uses the name “San Francisco Bay Ferry”.

With this type of name change, the CCTA’s administrative code would not need to change, and neither would any of WCCTAC’s legal agreements with other parties. Staff would simply change the agency’s name in public-facing materials, including its logo, letterhead, website, web address, business cards, and logo on its exterior office door. Staff estimates that the total cost of implementing a “doing business as name” would be less than \$3K, significantly less than the costs of a legal name change.

There are pros and cons to making such a change. The advantage is that WCCTAC could adopt a clearer public-facing name without significant cost to the agency or fiscal impact to the CCTA. A “doing business as” name change could also be a prelude to a formal, legal name change down the road. The disadvantage is that any name change is likely to create some confusion in the short run. The maintenance of two separate names, one legal and another public-facing, could prolong that confusion.

Staff does not have a formal recommendation regarding utilizing a “doing business as” name and is seeking Board direction and input. Staff is also seeking approval to transmit the attached draft redline JPA to member agencies for approval as presented.

ATTACHMENTS:

A: Final Draft of Redline Joint Powers Agreement

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, on November 2, 2004, 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", or individually as an "Agency", 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 common powers jointly for the purpose of responding to the passage of Measure "JC" 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 "JC" 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, and 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 "JC" 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.
- ~~(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-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. 12A-8

- (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. Under this section, Richmond shall have one vote accordingly. 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 ~~Director of Finance 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 100
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.

El Cerrito

Hercules

October 5, 2023

Pinole

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

RE: September 2023 WCCTAC Board Meeting Summary

Dear Tim:

The WCCTAC Board, at its meeting on September 29, 2023, took the following actions that may be of interest to CCTA:

San Pablo

- *Approved* an allocation of STMP funding to eight projects based on the WCCTAC TAC's recommendation. The Board also authorized staff to extend three expired funding agreements from previous allocations.

Sincerely,



John Nemeth
Executive Director

cc: Tarien Grover, CCTA

Contra Costa
County

AC Transit

BART

WestCAT

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)
ATSP: Accessible Transportation Strategic Plan
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
DAA: Design Alternatives Assessment
DEIR: Draft Environmental Impact Report
EBRPD: East Bay Regional Park District
EIR: Environmental Impact Report
EIS: Environmental Impact Statement
EPCs: Equity Priority Communities
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
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
RTO: Regional Transportation Objective
RTP: Regional Transportation Plan
RTPC: Regional Transportation Planning Committee
SCS: Sustainable Communities Strategy
SHPO: State Historic and Preservation Officer
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