

MEETING NOTICE AND AGENDA

DATE & TIME: January 26, 2024 • 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 can be in person or via Zoom. Those wishing to comment in person should fill out a speak card. Participants wishing to comment via Zoom should indicate interest by using the hand raising function on Zoom or by physically raising their hands.

The ability to participate and observe via Zoom or teleconference is predicated on those technologies being available and functioning without technical difficulties. Should they not be available or become non-functioning or should the WCCTAC Board encounter technical difficulties that make those platforms unavailable, the WCCTAC Board will proceed with business in person unless otherwise prohibited by law.

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.

3. **Election of Officers:**
 - a. **CCTA Representative (even-year term),**
 - b. **WCCTAC Chair,**
 - c. **WCCTAC Vice-Chair.**

(Attachment; Recommended Action: Elect board members to positions).

CONSENT CALENDAR

4. **Minutes of December 8, 2023 Board Meetings.** *(Attachment; Recommended Action: Approve).*
5. **Monthly Update on WCCTAC Activities.** *(Attachment; Information only).*
6. **Financial Reports.** The reports show the Agency's revenues and expenses for December 2023. *(Attachment; Information only).*
7. **Payment of Invoices over \$10,000.** Paid two invoices to Fehr and Peers in the amounts of \$25,026.26 and \$15,472.62 for Richmond Parkway planning work funded by a Caltrans grant. *(No Attachment; Information only).*
8. **Proposed 2024 TAC and Board Meeting Calendar.** Board meetings are proposed for the usual fourth Friday of the month from 8-10 am, and the TAC meetings for the second Thursday of the month from 9-11 am. The regular exceptions to this general rule, in August, November, and December, are shown in the attachment. *(Attachment, Recommended Action: Approve).*
9. **Appointments to the CCTA's Countywide Bicycle and Pedestrian Advisory Committee (CBPAC).** The CCTA notified WCCTAC staff that the two-year terms had ended for the WCCTAC appointees to the CBPAC. The WCCTAC TAC made a unanimous recommendation to the Board for re-appointments. *(Attachment, Recommended Action: Appoint, for two-year terms to the CBPAC, Bill Pinkham as the citizen representative, Coire Reilly as the staff representative, and Leah Greenblat as the alternate representative).*
10. **STMP Funding Agreements with the Cities of Richmond and Hercules.** At its September 2023 meeting, the WCCTAC Board allocated approximately \$5,300,000 in STMP funding to eight projects. It also extended the expiration dates for three previous funding allocations. The attached resolutions for the I-80/Central Avenue project in Richmond and the Hercules Hub in Hercules would authorize the WCCTAC Executive Director to sign funding agreements for those projects. Both funding agreements include previous funding allocations whose expiration dates were extended by the WCCTAC Board at its September 2023 meeting. *(Attachments; Recommended Actions: 1. Adopt Resolution 24-01 authorizing WCCTAC's Executive Director to sign a funding agreement with the*

City of Richmond providing \$1,811,000 in STMP funds for the I-80/Central Avenue Improvement Project and 2. Adopt Resolution 24-02 authorizing WCCTAC's Executive Director to sign a funding agreement with the City of Hercules providing \$ 1,550,000 in STMP funds for the Final Design of the Hercules Hub Project).

11. **“Doing Business As” Name Implementation.** At its meeting on October 2023, the WCCTAC Board decided not to pursue a legal name change but to adopt a “doing business as” name for the organization instead. There was broad support for “West Contra Costa Transportation Commission” as the new name. With this item, staff is confirming the name choice and seeking authorization to begin the implementation process. *(No Attachment; Recommended Action: Implement the new agency “doing business as” name).*
12. **Establishing a List of On-Call Consultants to Assist with Grant Applications.** WCCTAC staff and the WCCTAC TAC recommend developing a list of qualified on-call transportation consultants to provide technical support in the development of grant applications and to allocate \$75,000 in Measure J, 28b funds for that purpose. *(Attachment; Recommended Action: 1. Authorize WCCTAC staff to issue a Request for Qualifications to develop a list of on-call consultants for transportation grant preparation and other related services; and 2. Adopt Resolution 24-03 designating \$75,000 of Measure J, 28b funds for these consultant services).*

REGULAR AGENDA ITEMS

13. **Richmond Moves.** A representative from Via Transportation will provide information about Richmond Moves, and on-demand mobility service currently operating in the City of Richmond. *(Joe Martin, Via Staff; Attachments; Recommended Action: Receive information).*
14. **Annual Transportation Demand Management (TDM) Program Update.** WCCTAC staff will review TDM program activities in West Contra Costa over the last year. *(Coire Reilly, WCCTAC Staff; No Attachments; Recommended Action: Receive information).*
15. **CCTA’s “TDM 2.0” Proposal.** The CCTA is proposing to create a new policy that would end the allocation of Air District Transportation for Clean Air (TFCA) funds to subregional agencies for Transportation Demand Management (TDM) activities and would instead use the funds for a grant program. Both WCCTAC staff and the WCCTAC TAC have concerns about this proposal which would significantly impact the existing TDM program and WCCTAC as an organization. *(John Nemeth, Executive Director, Attachment; Recommended Action: Provide direction)*

STANDING ITEMS

16. 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

17. General Information Items.

- a. Letter to CCTA Executive Director with Summary of Board Actions for December 8, 2023
- b. Acronym List

18. Adjourn. Next regular meeting is: February 23, 2024 @ 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.

TO: WCCTAC Board

DATE: January 26, 2024

FR: John Nemeth, Executive Director

RE: Election of Officers

REQUESTED ACTION

Elect board members to the following positions: a. CCTA Representative (even-year term), b. WCCTAC Chair, and c. WCCTAC Vice-Chair.

BACKGROUND AND DISCUSSION

a. CCTA Even-Year Representative

Chris Kelley was elected as WCCTAC’s “even-year” CCTA representative in 2022. Her two-year term expires on January 31, 2024. There are no term limits for this position and Alternate Director Kelley can be re-appointed.

Paul Fadelli is the “odd-year” representative. His term expires on January 31, 2025.

According to the WCCTAC Joint Exercise of Powers Agreement (JPA) Section 9 (A) (3) (c), only the Cities and County may vote for CCTA Representatives – six votes total (one each – El Cerrito, Hercules, Pinole, Richmond, San Pablo, Contra Costa County). Four votes are required for appointment.

b. WCCTAC Chair

Paul Fadelli is the current Chair and was elected in January 2023. The term for the Chair is one year and there are no term limits. All members may vote for the Board Chair and any member can serve. The term for the newly elected Chair will begin on February 1, 2024.

c. WCCTAC Vice-Chair

Rita Xavier is the current Vice-Chair and was elected in January 2023. The term for the Vice-Chair is one year and there are no term limits. All members may vote for the Vice-Chair and any member can serve. The term for the newly elected Vice-Chair will begin on February 1, 2024.

**West Contra Costa Transportation Advisory Committee
Board of Directors Meeting
Meeting Minutes December 8, 2023**

MEMBERS PRESENT: Paul Fadelli, Chair (El Cerrito), Rita Xavier, Vice-Chair (San Pablo), Dion Bailey (Hercules), John Gioia (Contra Costa County), Cameron Sasai (Pinole), Chris Peeples (AC Transit), Cesar Zepeda (Richmond), Rebecca Saltzman (BART), Soheila Bana (Richmond)

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

ACTIONS LISTED BY: WCCTAC Staff

Meeting Called to Order: 7:30 a.m.

Public Comment: None

CONSENT CALENDAR

Motion by ***Director Saltzman***; seconded by ***Director Peeples***

Yes- P. Fadelli, R. Xavier, D. Bailey, J. Gioia, C. Sasai, C. Peeples, C. Zepeda, R. Saltzman, S. Bana

No- None

Abstention- None

Motion passed unanimously.

Item #5. *Approved:* Minutes of October 27, 2023, Board Meeting

Item #6. *Received:* Monthly Update on WCCTAC Activities

Item #7. *Received:* Financial Reports for October 2023

Item #8. *Received:* Payment of Invoices over \$10,000 information. An invoice for \$33,251.97 was paid to consultant, Fehr and Peers, for work relating to the Richmond Parkway Transportation Plan.

Item #9. *Continued to Next Meeting:* Proposed 2024 Board and TAC Meeting Calendar

Item #10. *Approved:* Resolution 23-10. Creation of Transportation Program Associate Position and Amendment to Salary Schedule.

REGULAR AGENDA ITEMS

ITEM/DISCUSSION	ACTION
<p>Item # 11 WCCTAC Meeting Format and Public Comment.</p>	<p>Motion by Director Saltzman; seconded by Director Peeples, to lift the suspension of public comment via Zoom during WCCTAC Board meetings.</p> <p>Yes- P. Fadelli, R. Xavier, D. Bailey, C. Sasai, C. Peeples, C. Zepeda, S. Bana, R. Saltzman, J. Gioia No- None Abstention- None Motion passed unanimously</p>
<p>Item #12 Appeal of STMP Fee for 1711-1755 Eastshore Boulevard</p>	<p>Baco Properties, along with its legal counsel, argued for a waiver from STMP fees for their project. The appeal was denied by WCCTAC Board.</p> <p>Motion by Director Xavier; seconded by Director Sasai, to deny the requested STMP fee waiver.</p> <p>Yes- P. Fadelli, R. Xavier, D. Bailey, C. Sasi, C. Peeples, C. Zepeda, S. Bana, R. Saltzman, J. Gioia No- None Abstention- None Appeal denied unanimously</p>
<p>Item #13 Richmond Ferry</p>	<p>Kevin Connolly and Shamus Murphy, WETA staff, presented an update on Richmond Ferry service and sought input from the WCCTAC Board about future service scenarios. Mr. Murphy noted that it was his objective to expand WETA services in the future with additional funding.</p> <p>WETA staff also noted that Measure J had about nine years of “runway” left. Mr. Murphy agreed to return at a later date with alternate service scenarios that would extend the availability of Measure J funding but also recommended against service reductions at this time. The Board took no formal action.</p>

<p>Item #14 AC Transit Bus Shelter Maintenance in West County</p>	<p>Carissa Lee, AC Transit staff, shared information with the Board about the transit operator’s expired contract with its current shelter maintenance provider. Ms. Lee explained that AC Transit is switching to a new model and a new contract for bus shelter maintenance that will request some subsidy in the near term. AC Transit was seeking, and staff recommended providing, \$88,647 from Measure J 28b funds to cover the cost of shelter maintenance for one year in Richmond, San Pablo, and El Cerrito.</p> <p>Motion by Director Saltzman, seconded by Director Bana, authorizing the use of \$88,647 in Measure J 28b funds to cover the costs of maintenance for AC Transit bus shelters in West County for one year.</p> <p>Yes- P. Fadelli, R. Xavier, D. Bailey, C. Sasai, C. Peeples, C. Zepeda, S. Bana, R. Saltzman, J. Gioia, No-None Abstention-None Motion passed unanimously</p>
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Meeting Adjourned: 9:22am

TO: WCCTAC Board

DATE: January 26, 2024

FR: John Nemeth, Executive Director

RE: **Monthly Update on WCCTAC Activities**

Point Richmond and I-580



WCCTAC's Executive Director recently met with neighbors and board members of the Point Richmond Neighborhood Council (PRNC) to do a walking tour and discuss the issue of neighborhood traffic related to AM westbound traffic on I-580. The get together was organized by WCCTAC Director Zepeda. WCCTAC staff followed up by assembling a group to discuss the issue, which included staff from MTC/BATA, Caltrans, CCTA, and the City of Richmond. The group reviewed data related to westbound congestion on I-580, and examined the problems associated with traffic flows toward the interstate's on-ramps.

MTC/BATA and Caltrans are now putting together PowerPoint slides examining I-580 congestion trends, to present to the community at the PRNC's next meeting on January 31, 2024. WCCTAC, CCTA, and Richmond staff are formulating a plan to bring in consultant support to study local traffic issues and propose improvements. This information will also be presented to the PRNC at its meeting.

Winter Walk Challenge is Back for 2024

It might be cold (for the Bay Area) but winter is still a great time to get out on foot. WCCTAC's TDM Program, 511 Contra Costa, is running another year of the Winter Walk Challenge, which encourages Contra Costa residents to walks in their neighborhoods and complete weekly challenges by taking pictures based on the week's theme – such as finding flags, the tallest tree, or birds. Ten participants each



week receive Amazon gift cards as prizes, with an iPad grand prize at the end of the season. More information and registration can be found here: <https://511contracosta.org/walk/winter-walk-challenge/>

On-Call Consultant Assistance with Grants

WCCTAC staff has recognized that there are many upcoming transportation grants that could be used to fund the implementation of planned West Contra Costa County projects. Given the deadlines for some upcoming grants, and the technical skills needed for preparing some of the applications, staff recommended to the WCCTAC TAC that WCCTAC develop a list of on-call consultants to provide support. The TAC was supportive of this proposal and encouraged staff to pursue the development of such a list. The WCCTAC Board will be asked to consider this matter at its January meeting.

Draft Strategies for the Richmond Parkway Transportation Plan (RPTP)

Following completion of the first round of community outreach in September 2024, the RPTP effort has focused on sifting through the input received, along with the existing and future conditions analyses, to develop a list of strategies that might address concerns. The draft strategies were presented to the RPTP's Technical Advisory Committee in December 2023 and will be presented to the RPTP's Public Advisory Group before the planning effort enters the next phase of community outreach. Please contact Leah Greenblat, Transportation Planning Manager (LGREENBLAT@wwtac.org) if you are aware of upcoming public events in the Richmond Parkway corridor area that might provide good opportunities for reaching members of the public in the spring.

San Pablo Avenue Multi-Modal Corridor Study

In the fall of 2023, WCCTAC's representatives to the CCTA, Directors Fadelli and Kelley, met with the CCTA's Executive Director and WCCTAC, CCTA, AC Transit, and local city staff to discuss potential next steps for advancing proposed improvements along San Pablo Avenue in Richmond and El Cerrito. CCTA expressed an interest in assisting WCCTAC with advancing improvements and asked staff from WCCTAC and CCTA to work on developing a scope of work for a further phase of outreach and project development. The CCTA/WCCTAC staff working group plans to continue meeting to keep the forward momentum.

General Ledger Monthly Budget Report



CITY OF SAN PABLO
City of New Directions

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Printed: 1/12/2024 7:09:04 AM
Period 06 - 06
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	121,138.73	448,296.27	0.00	448,296.27	78.73
770-7700-41200	PERS Retirement	0.00	0.00	0.00	70,674.39	-70,674.39	0.00	-70,674.39	0.00
770-7700-41310	Medical Insurance	0.00	0.00	0.00	35,702.74	-35,702.74	0.00	-35,702.74	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	1,677.71	-1,677.71	0.00	-1,677.71	0.00
770-7700-41500	Flexible Spending Account	0.00	0.00	0.00	405.00	-405.00	0.00	-405.00	0.00
770-7700-41800	LTD Insurance	0.00	0.00	0.00	1,976.30	-1,976.30	0.00	-1,976.30	0.00
770-7700-41900	Medicare	0.00	0.00	0.00	2,878.97	-2,878.97	0.00	-2,878.97	0.00
770-7700-41901	Other Insurances	0.00	0.00	0.00	8,976.47	-8,976.47	0.00	-8,976.47	0.00
770-7700-41904	Life Insurance	0.00	0.00	0.00	777.74	-777.74	0.00	-777.74	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	244,505.96	329,568.04	0.00	329,568.04	57.41
770-7700-43500	Office Supplies	0.00	4,600.00	4,600.00	3,308.58	1,291.42	0.00	1,291.42	28.07
770-7700-43501	Postage	0.00	1,600.00	1,600.00	231.52	1,368.48	0.00	1,368.48	85.53
770-7700-43520	CopiesPrintingShippingXerox	0.00	3,300.00	3,300.00	1,035.03	2,264.97	0.00	2,264.97	68.64
770-7700-43600	Professional Services	0.00	69,510.00	69,510.00	36,751.19	32,758.81	0.00	32,758.81	47.13
770-7700-43900	RentBuilding	0.00	22,500.00	22,500.00	11,060.67	11,439.33	0.00	11,439.33	50.84
770-7700-44000	Special Department Expenses	0.00	10,000.00	10,000.00	2,262.73	7,737.27	0.00	7,737.27	77.37
770-7700-44320	TravelTraining Staff	0.00	2,500.00	2,500.00	208.04	2,291.96	0.00	2,291.96	91.68
	Service and Supplies	0.00	114,010.00	114,010.00	54,857.76	59,152.24	0.00	59,152.24	51.88
	Expense	0.00	688,084.00	688,084.00	299,363.72	388,720.28	0.00	388,720.28	56.49
7700	WCCTAC Operations	0.00	688,084.00	688,084.00	299,363.72	388,720.28	0.00	388,720.28	56.49
7720	WCCTAC TDM								
772-7720-41000	Salary	0.00	0.00	0.00	100,121.09	-100,121.09	0.00	-100,121.09	0.00
772-7720-41200	PERS Retirement	0.00	0.00	0.00	51,247.69	-51,247.69	0.00	-51,247.69	0.00
772-7720-41310	Medical Insurance	0.00	0.00	0.00	17,974.84	-17,974.84	0.00	-17,974.84	0.00
772-7720-41400	Dental Insurance	0.00	0.00	0.00	860.39	-860.39	0.00	-860.39	0.00
772-7720-41800	LTD Insurance	0.00	0.00	0.00	696.25	-696.25	0.00	-696.25	0.00
772-7720-41900	Medicare	0.00	0.00	0.00	1,438.85	-1,438.85	0.00	-1,438.85	0.00
772-7720-41901	Other Insurances	0.00	0.00	0.00	6,859.80	-6,859.80	0.00	-6,859.80	0.00
772-7720-41904	Life Insurance	0.00	0.00	0.00	212.56	-212.56	0.00	-212.56	0.00
	Salary and Benefits	0.00	0.00	0.00	179,411.47	-179,411.47	0.00	-179,411.47	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	965.04	-965.04	0.00	-965.04	0.00
772-7720-43600	Professional Services	0.00	0.00	0.00	19,382.81	-19,382.81	0.00	-19,382.81	0.00
772-7720-43900	RentBuilding	0.00	0.00	0.00	11,060.67	-11,060.67	0.00	-11,060.67	0.00
772-7720-44000	Special Department Expenses	0.00	0.00	0.00	100,146.81	-100,146.81	0.00	-100,146.81	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	133,102.26	-133,102.26	0.00	-133,102.26	0.00
	Expense	0.00	0.00	0.00	312,513.73	-312,513.73	0.00	-312,513.73	0.00
7720	WCCTAC TDM	0.00	0.00	0.00	312,513.73	-312,513.73	0.00	-312,513.73	0.00
7730	STMP								
773-7730-41000	Salary	0.00	80,000.00	80,000.00	80,000.00	0.00	0.00	0.00	0.00
	Salary and Benefits	0.00	80,000.00	80,000.00	80,000.00	0.00	0.00	0.00	0.00
773-7730-44000	Special Department Expense	0.00	6,391,144.00	6,391,144.00	91,158.32	6,299,985.68	0.00	6,299,985.68	98.57
	Service and Supplies	0.00	6,391,144.00	6,391,144.00	91,158.32	6,299,985.68	0.00	6,299,985.68	98.57
	Expense	0.00	6,471,144.00	6,471,144.00	171,158.32	6,299,985.68	0.00	6,299,985.68	97.36
7730	STMP	0.00	6,471,144.00	6,471,144.00	171,158.32	6,299,985.68	0.00	6,299,985.68	97.36
7740	WCCTAC Special Projects								
774-7740-43600	Professional Services	0.00	0.00	0.00	216,107.24	-216,107.24	0.00	-216,107.24	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	216,125.24	303,868.76	0.00	303,868.76	58.44
	Expense	0.00	519,994.00	519,994.00	216,125.24	303,868.76	0.00	303,868.76	58.44
7740	WCCTAC Special Projects	0.00	519,994.00	519,994.00	216,125.24	303,868.76	0.00	303,868.76	58.44
Expense Total		0.00	0.00	7,679,222.00	999,161.01	6,680,060.99	0.00	6,680,060.99	86.9888

General Ledger Monthly Budget Report

User: AnnC
 Printed: 1/12/2024 7:06:58 AM
 Period 06 - 06
 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	-21,110.59	-728,889.41	0.00	-728,889.41	97.19
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	-127,906.89	87,906.89	0.00	87,906.89	-219.77
773-0000-34330	Richmond STMP Fees	0.00	750,000.00	-750,000.00	-2,840,835.21	2,090,835.21	0.00	2,090,835.21	-278.78
773-0000-34335	San Pablo STMP Fees	0.00	300,000.00	-300,000.00	-62,244.00	-237,756.00	0.00	-237,756.00	79.25
	Licenses and Permits	0.00	2,130,000.00	-2,130,000.00	-3,052,096.69	922,096.69	0.00	922,096.69	-43.29
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	-257,910.00	-326,964.00	0.00	-326,964.00	55.90
770-0000-39906	Other Revenue	0.00	121,687.00	-121,687.00	-18,033.76	-103,653.24	0.00	-103,653.24	85.18
772-0000-39906	Other Revenue	0.00	0.00	0.00	-244,050.29	244,050.29	0.00	244,050.29	0.00
774-0000-39906	Other Revenue	0.00	519,994.00	-519,994.00	-1,213.00	-518,781.00	0.00	-518,781.00	99.77
	Miscellaneous Revenue	0.00	1,226,555.00	-1,226,555.00	-521,207.05	-705,347.95	0.00	-705,347.95	57.51
	Revenue	0.00	3,371,555.00	-3,371,555.00	-3,573,303.74	201,748.74	0.00	201,748.74	-5.98
0000	Non Departmental	0.00	3,371,555.00	-3,371,555.00	-3,573,303.74	201,748.74	0.00	201,748.74	-5.98
Expense Total		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0

WCCTAC 2024 BOARD AND TAC MEETINGS

 WCCTAC Board Meeting - 8 A.M.

 WCCTAC TAC Meeting - 9 A.M.

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
January		1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
February	28	29	30	31	1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
March	25	26	27	28	29	1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
April	24	25	26	27	28	29	30
	31	1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
May	21	22	23	24	25	26	27
	28	29	30	1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
June	19	20	21	22	23	24	25
	26	27	28	29	30	31	1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30						

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
July		1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
August	28	29	30	31	1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
September	25	26	27	28	29	30	31
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
October	22	23	24	25	26	27	28
	29	30	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
November	20	21	22	23	24	25	26
	27	28	29	30	31	1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
December	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30	31				

TO: WCCTAC Board **MEETING DATE:** January 26, 2024
FR: Coire Reilly, WCCTAC Staff
RE: **Appointments to CCTA's Countywide Bicycle and Pedestrian Advisory Committee (CBPAC)**

REQUESTED ACTION

Appoint, for two-year terms to the CBPAC, Bill Pinkham as the citizen representative, Coire Reilly as the staff representative, and Leah Greenblat as the alternate representative.

BACKGROUND AND DISCUSSION

The CCTA recently notified WCCTAC that the two-year terms have expired for its West County representatives to the Countywide Bicycle and Pedestrian Advisory Committee (CBPAC). The CBPAC is composed of staff from local jurisdictions or Regional Transportation Planning Committees (RTPCs) and citizen representatives. Each RTPC is responsible for appointing a citizen, a TAC/staff member, and an alternate.

For the current appointment, in addition to including the matter on the WCCTAC TAC agenda, staff sent an email to its "Interested Parties" email list to develop broader interest in possible candidates to fill the positions. Bill Pinkham was the only citizen interested in serving. No members of the WCCTAC TAC were interested in serving, given time constraints.

At its January 10, 2024, meeting, the WCCTAC TAC unanimously recommended the re-appointment of Mr. Pinkham, Mr. Reilly, and Ms. Greenblat

Staff is requesting the Board's approval of the re-appointments.

TO: WCCTAC Board

MEETING DATE: January 26, 2024

FR: Leah Greenblat, Project Manager

RE: **STMP Funding Agreements with the Cities of Richmond and Hercules**

REQUESTED ACTION

Adopt the following resolutions authorizing the WCCTAC Executive Director to execute STMP funding agreements:

1. Resolution 24-01 for \$1,811,000 with the City of Richmond for the I-80/Central Avenue Project; and
2. Resolution 24-02 for \$1,550,000 with the City of Hercules for the Hercules Hub Project.

BACKGROUND AND DISCUSSION

On March 24, 2023, the WCCTAC Board approved making \$5,300,000 available for the Cycle 2 Call for Projects of the 2019 STMP Update. Subsequently, the WCCTAC Board agreed to fund eight projects at its Board Meeting on September 29, 2023. Additionally, the Board agreed to extend the funding agreements for three projects previously funded in STMP Cycle 2, which had expired.

For the sake of simplicity, the Board directed staff to create a single funding agreement for any project that received both a new funding allocation and an extension of an older allocation. The City of Richmond and City of Hercules both fall into that category. The new funding agreements before the Board combine older allocations extended by the Board with new allocations from September 29, 2023. Once funding agreements are executed, project sponsors can submit invoices to WCCTAC requesting STMP fund reimbursements.

ATTACHMENTS:

- A. Resolution 24-01
- B. Resolution 24-02

**WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE
RESOLUTION NO. 24-01**

**AUTHORIZING AN ALLOCATION OF SUBREGIONAL
TRANSPORTATION MITIGATION PROGRAM (STMP) FUNDS FROM WCCTAC
TO THE CITY OF RICHMOND AND AUTHORIZING THE WCCTAC
EXECUTIVE DIRECTOR TO EXECUTE A COOPERATIVE FUNDING
AGREEMENT FOR RIGHT OF WAY APPRAISAL AND ACQUISITION SERVICES
AND TO NEGOTIATE AND ACQUIRE PROPERTY AND COMPLETE THE
DESIGN FOR THE I-80/CENTRAL AVENUE INTERCHANGE
IMPROVEMENTS (PHASE 2) PROJECT, TO COMPLETE IN A FORM
APPROVED BY GENERAL COUNSEL**

WHEREAS, the Board of Directors of WCCTAC is authorized to allocate Subregional Transportation Mitigation Program (STMP) funds; and

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

WHEREAS, both the 2006 and 2019 STMP and Nexus Studies explicitly allow for funding for the right-of-way appraisal and acquisition and detailed design of the I-80/Central Avenue Interchange Improvements, Phase 2, (the Project); and

WHEREAS, at its December 14, 2018 meeting, the WCCTAC Board of Directors approved an appropriation of up to seven hundred thousand dollars (\$700,000) in 2006 STMP funds to the Agency under the 'Interchanges on I-80 at San Pablo Dam Road and Central Avenue' category, one of the eleven categories identified in the 2006 STMP; and

WHEREAS, due to a variety of issues with project development, funding, and staffing, the Project was delayed; and

WHEREAS, the original funding allocation of \$700,000 provided under the 2006 STMP expired on June 30, 2023; and

WHEREAS, the WCCTAC Board authorized an extension of the original funding allocation at its meeting on September 29, 2023; and

WHEREAS, at its September 29, 2023 meeting, the WCCTAC Board of Directors approved a new allocation of one million, one hundred and eleven thousand dollars (\$1,111,000) in 2019 STMP funds to Agency towards the Subsequent Project under the I-80/Central Avenue Interchange Improvements (Phase 2) category, project #18 of 20 projects identified in the 2019 STMP; and

WHEREAS, at its September 29, 2023 meeting, the WCCTAC Board of Directors further approved combining the original funding allocation of \$700,000 and the subsequent

funding allocation of \$1,111,000 into a single funding agreement of one million, eight hundred and eleven thousand dollars (\$1,811,000) in STMP funds to Agency; and

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

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

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

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

1. Does hereby authorize the allocation of STMP funds to the City of Richmond in the amount of \$1,811,000 in STMP funds to partially fund the Project pursuant to the terms of the Cooperative Agreement attached hereto and incorporated herein by reference as Exhibit A.

2. The Executive Director is hereby authorized and directed, on behalf of the Board of Directors of the West Contra Costa Transportation Advisory Committee, to execute the Cooperative Agreement on behalf of the West Contra Costa Transportation Advisory Committee, in a form approved by the General Counsel.

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

The foregoing Resolution was adopted by the WCCTAC Board at a regular meeting on January 26, 2024, 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

3203330.1

EXHIBIT A

COOPERATIVE FUNDING AGREEMENT BETWEEN WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE AND CITY OF RICHMOND

I-80/Central Avenue Interchange Improvements (Phase 2) Project

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

WCCTAC and City of Richmond (“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 2006 Subregional Transportation Mitigation Fee Program (“2006 STMP”) in West Contra Costa County, including a list of eleven specific projects and the STMP funding commitments to those projects; and

WHEREAS, at its December 14, 2018 meeting, the WCCTAC Board of Directors approved an appropriation of up to seven hundred thousand dollars (\$700,000) in 2006 STMP funds to the Agency under the Interchanges on I-80 at San Pablo Dam Road and Central Avenue category, one of the eleven categories identified in the 2006 STMP; and

WHEREAS, due to a variety of issues with project development, funding and staffing, the Project was delayed; and

WHEREAS, the members of WCCTAC signed a subsequent 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, at its September 29, 2023 meeting, the WCCTAC Board of Directors approved an appropriation of one million, one hundred and eleven thousand dollars (\$1,111,000) in 2019 STMP funds to Agency towards the Subsequent Project under the I-80/Central Avenue Interchange Improvements (Phase 2) category, project eighteen of twenty projects identified in the 2019 STMP; and

WHEREAS, the original funding allocation of \$700,000 provided under the 2006 STMP expired on June 30, 2023; and

WHEREAS, the WCCTAC Board authorized an extension of the original funding allocation at its meeting on September 29, 2023; and

WHEREAS, at its September 29, 2023 meeting, the WCCTAC Board of Directors further approved combining the original funding allocation of \$700,000 and the subsequent funding allocation of \$1,111,000 into a single funding agreement of one million, eight hundred and eleven thousand dollars (\$1,811,000) in STMP funds to Agency; and

WHEREAS, Agency's proposed use of the funds is further described in the Scope of Work (defined below), attached as Exhibit A, which is incorporated herein ("Project"); and

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

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 January 29, 2028, 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, if 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 2006 and 2019 STMP, and subject to available funding, WCCTAC hereby agrees to fund Agency’s Project in a sum not to exceed one million, eight hundred and eleven thousand dollars, (\$1,811,000) 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 be subject to informal resolution by the Parties. If not resolved, prior to any other Party 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:

Shasa Curl, City Manager
City of Richmond
450 Civic Center Plaza,
Richmond, CA 94804

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 Richmond

**West Contra Costa Transportation
Advisory Committee**

Shasa Curl, City Agency

John Nemeth, Executive Director

Approved as to Form:

Approved as to Form:

Dave Aleshire, 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: *2006 STMP Project # 2: Interchanges on I-80 at San Pablo Dam Road and Central Avenue; and on Highway 4 at Willow Avenue and 2019 STMP Project # 18: I-80/Central Avenue Interchange Improvements (Phase 2).*
5. To use the STMP funds for *(Explain how the project will use the STMP funds.) The funds will be used to conduct right of way appraisal and acquisition services to negotiate and acquire property and simultaneously complete the design for the I-80/Central Avenue Interchange Improvements (Phase 2) Project. This Right-of-Way phase plays a critical part of the project before the project can go into construction. The utility relocation will be essential to the project that will require attention to detail and coordination amongst the stakeholders and agencies involved in this project.*
6. To produce or complete *(List what work products and/or improvements will result from the funding.) During the Right-of-Way phase, the City will acquire the necessary right of way limits to complete the design for the utility underground relocation and street widening of the project.*
7. To complete the over-all project based on the following initial schedule for the project: *(Provide an estimated schedule for completing the entire project.)*

<i>TASK</i>	<i>MONTH or QUARTER and YEAR</i>	
	<i>Begins</i>	<i>Ends</i>
<i>Preliminary Engineering</i>	<i>2017</i>	<i>February 28, 2028</i>
<i>Detailed Design (including PS&E)</i>	<i>2021</i>	<i>June 30, 2025</i>
<i>Construction Begins</i>	<i>June 1, 2025</i>	<i>June 30, 2027</i>
<i>Project Close-Out</i>	<i>July 1, 2027</i>	<i>July 1, 2028</i>

To complete the STMP-funded portion of the project based on the estimated completion date of *(Insert estimated timeframe for completing the work.)* The STMP has been programmed \$700,000 towards construction and \$1,111,000 for the Right-of-Way phase. Right-of-way phase will be completed approximately in June 30, and construction will be completed approximately in June 30, 2027.

**WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE
RESOLUTION NO. 24-02**

**AUTHORIZING AN ALLOCATION OF SUBREGIONAL
TRANSPORTATION MITIGATION PROGRAM (STMP) FUNDS FROM WCCTAC
TO THE CITY OF HERCULES AND AUTHORIZING THE WCCTAC
EXECUTIVE DIRECTOR TO EXECUTE A COOPERATIVE FUNDING
AGREEMENT FOR THE HERCULES HUB FINAL DESIGN PROJECT, TO
COMPLETE IN A FORM APPROVED BY GENERAL COUNSEL**

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

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

WHEREAS, both the 2006 and 2019 STMP and Nexus Studies explicitly allow for funding for the design and construction of the Hercules Regional Intermodal Transportation Center, now known as the Hercules Hub Project, (the Project); and

WHEREAS, at its December 14, 2018 meeting, the WCCTAC Board of Directors approved an appropriation of up to seven hundred fifty thousand dollars (\$750,000) in 2006 STMP funds to the Agency under the 'Capitol Corridor Improvements 'category, project three of eleven projects identified in the 2006 STMP; and

WHEREAS, due to a variety of issues with project development, funding and staffing, the Project was delayed; and

WHEREAS, the original funding allocation of \$750,000 provided under the 2006 STMP expired on June 20, 2021; and

WHEREAS, the WCCTAC Board authorized an extension of the original funding allocation at its meeting on September 29, 2023; and

WHEREAS, at its September 29, 2023 meeting, the WCCTAC Board of Directors approved an allocation of eight hundred thousand dollars (\$800,000) in 2019 STMP funds to Agency towards the Subsequent Project under the Hercules Regional Intermodal Transportation category, project ten of twenty projects identified in the 2019 STMP; and

WHEREAS, at its September 29, 2023 meeting, the WCCTAC Board of Directors further approved combining the original funding allocation of \$750,000 and the subsequent funding allocation of \$800,000 into a single funding agreement of one million, five hundred and fifty thousand dollars (\$1,550,000) in STMP funds to Agency; and

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

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

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

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

1. Does hereby authorize the allocation of STMP funds to the City of Hercules in the amount of \$1,550,000 in STMP funds to partially fund the Project pursuant to the terms of the Cooperative Agreement attached hereto and incorporated herein by reference as Exhibit A.

2. The Executive Director is hereby authorized and directed, on behalf of the Board of Directors of the West Contra Costa Transportation Advisory Committee, to execute the Cooperative Agreement on behalf of the West Contra Costa Transportation Advisory Committee, in a form approved by the General Counsel.

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

The foregoing Resolution was adopted by the WCCTAC Board at a regular meeting on January 26, 2024, 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

3203330.1

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

Hercules Hub Final Design Project

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

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

RECITALS

WHEREAS, the members of WCCTAC signed a Master Cooperative Agreement pertaining to the 2006 Subregional Transportation Mitigation Fee Program (“2006 STMP”) in West Contra Costa County, including a list of eleven specific projects and the STMP funding commitments to those projects; and

WHEREAS, at its December 14, 2018 meeting, the WCCTAC Board of Directors approved an appropriation of up to seven hundred fifty thousand dollars (\$750,000) in 2006 STMP funds to the Agency under the Capitol Corridor Improvements category, project three of the eleven projects identified in the 2006 STMP category; and

WHEREAS, due to a variety of issues with project development and funding, the Project was delayed; and

WHEREAS, the members of WCCTAC signed a subsequent 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, at its September 29, 2023 meeting, the WCCTAC Board of Directors approved an appropriation of eight hundred thousand dollars (\$800,000) in 2019 STMP funds to Agency towards the Subsequent Project under the Hercules Regional Intermodal Transportation Center category, project ten of twenty projects identified in the 2019 STMP; and

WHEREAS, the original funding allocation of \$750,000 provided under the 2006 STMP expired on June 20, 2021; and

WHEREAS, the WCCTAC Board authorized an extension of the original funding allocation at its meeting on September 29, 2023; and

WHEREAS, at its September 29, 2023 meeting, the WCCTAC Board of Directors further approved combining the original funding allocation of \$750,000 and the subsequent funding allocation of \$800,000 into a single funding agreement of one million, five hundred and fifty thousand dollars (\$1,550,000) in STMP funds to Agency; and

WHEREAS, Agency’s proposed use of funds, as further described in the Scope of Work, attached as Exhibit A, which is incorporated herein (“Project”); and

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

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 January 29, 2028, and Agency shall complete the work described in Exhibits A and B on or before that date, unless the term of the Agreement is otherwise terminated or extended. The time provided to Agency to complete the services required by this Agreement shall not affect WCCTAC’s right to terminate the Agreement.
- 1.3 Standard of Performance.** Agency shall perform or cause to be performed all services required in Exhibit A according to the standards observed by a competent practitioner of the profession in which Agency’s consultants or contractors are engaged.
- 1.4 Assignment of Personnel.** Agency shall retain only competent personnel to perform the Project to this Agreement. In the event that WCCTAC, in its sole discretion, desires the reassignment of any such persons, Agency shall, upon receiving notice from WCCTAC, of such desire of WCCTAC, reassign such person or persons.
- 1.5 Time is of the Essence.** Time is of the essence. Agency shall devote such time to the performance of the Project pursuant to this Agreement as may be reasonably necessary to timely finish the Scope of Work.
- 1.6 Public Works and Department of Industrial Relations Requirements.** Because the Project and Scope of Work described in Exhibit A may include “work performed during the design and preconstruction phases of construction including, but not limited

to, inspection and land surveying work,” the Project may constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. In accordance with California Labor Code Section 1773.2, WCCTAC notifies Agency that this Project is subject to the general prevailing wages in the locality in which the services described in Exhibit A are to be performed. Agency shall cause to be paid prevailing wages for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which Agency shall make available on request by contractors and consultants. The Agency, its consultant and contractors engaged in the performance of the Scope of Work described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A. Agency is also required to comply all relevant provisions of the Labor Code applicable to public works, including enforcement of the contractor registration requirements of the California State Department of Industrial Relations.

SECTION 2 FUNDING OBLIGATIONS

- 2.1 Funding.** In accordance with the WCCTAC Master Cooperative Agreement pertaining to the 2006 and 2019 STMP, and subject to available funding, WCCTAC hereby agrees to fund Agency’s Project in a sum not to exceed one million, eight hundred and eleven thousand dollars, (\$1,811,000) 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:

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

3.8 Additional Acts and Documents. Each Party agrees to do all such things and take all such actions, and to make, execute, and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent, and purpose of this Agreement.

- 3.9 Integration.** This Agreement represents the entire agreement of the Parties with respect to the subject matter. No representations, warranties, inducement, or oral agreements have been made by any of the Parties except as expressly set forth in this Agreement.
- 3.10 Governing Law.** The laws of the State of California shall govern this Agreement. Agency and any consultants and contractors shall comply with all laws, including, but not limited, all statutes, regulations, local ordinances, and decisional authority, applicable to the Scope of Work hereunder. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Agency and any subcontractors shall comply with all applicable rules and regulations to which WCCTAC is bound by the terms of such fiscal assistance program.
- 3.11 Amendment.** This Agreement may not be changed, modified, or rescinded except by the written approval, and any attempt of oral modification of this Agreement shall be void and of no effect.
- 3.12 Independent Contractor.** Agency and WCCTAC render their services under this Agreement as independent contractors. None of the agents or employees of either shall be agents or employees of the other.
- 3.13 Assignment.** This Agreement may not be assigned, transferred, hypothecated, or pledged by any Party without the express written consent of the other Party.
- 3.14 Successors and Assigns.** This Agreement shall be binding upon the successors, assignees, or transferees of WCCTAC or Agency as the case may be. This provision shall not be constructed as an authorization to assign, transfer, hypothecate, or pledge this Agreement other than as provided above.
- 3.15 Severability.** Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either Party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, so long as the remainder, absent the excised portion, can be reasonably interpreted to give effect to the intentions of the parties.
- 3.16 Jurisdiction and Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 3.17 Attorney's Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

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

3.19 Counterparts. This Agreement may be executed in counterparts.

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

City of Hercules

**West Contra Costa Transportation
Advisory Committee**

Dante Hall, City Manager

John Nemeth, Executive Director

Approved as to Form:

Approved as to Form:

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: *2006 STMP Project # 3: Capitol Corridor Improvements and 2019 STMP Project # 10: Hercules Regional Intermodal Transportation Center.*
5. To use the STMP funds (*Explain how the project will use the STMP funds.*) as a local match to seek additional grant funds and to advance the final design work.
6. To produce or complete (*List what work products and/or improvements will result from the funding.*) the plans, specifications and estimates.
7. To complete the over-all project based on the following initial schedule for the project: (*Provide an estimated schedule for completing the entire project.*)

TASK	MONTH or QUARTER and YEAR	
	Begins	Ends
<i>Preliminary Engineering</i>		<i>Q2 2012</i>
<i>Detailed Design (including PS&E)</i>	<i>Q1 2020</i>	<i>Q2 2027</i>
<i>Advertise Construction</i>	<i>Q2 2027</i>	<i>Q3 2027</i>
<i>Award Contract</i>	<i>Q3 2027</i>	<i>Q3 2027</i>
<i>Construction Begins</i>	<i>Q3 2027</i>	<i>Q3 2029</i>
<i>Construction Complete/ Open to the Public</i>	<i>Q3 2029</i>	<i>Q3 2029</i>
<i>Project Close-Out</i>	<i>Q1 2030</i>	<i>Q1 2030</i>

8. To complete the STMP-funded portion of the project based on the estimated completion date of (*Insert the estimated timeframe for completing the work funded by STMP.*) Q2 2027.

TO: WCCTAC Board

MEETING DATE: January 26, 2024

FR: Leah Greenblat, Project Manager

RE: **Establishing a List of On-Call Consultants to Assist with Grant Applications**

REQUESTED ACTION

1. Authorize WCCTAC staff to issue a Request for Qualifications to develop a list of on-call consultants for transportation grant preparation and other related services; and
2. Adopt Resolution 24-03 authorizing the use of up to \$75,000 of Measure J, 28b funds for these consultant services.

BACKGROUND AND DISCUSSION

WCCTAC staff and the WCCTAC TAC recommend the acquisition of on-call consulting support to assist with the pursuit of grant funding.

Many public agencies working in transportation have consultants whose specialized services can be called upon as needed. At its January 11, 2024 meeting, the TAC unanimously supported staff's recommendation to have WCCTAC develop its own list of on-call consultants to increase WCCTAC's competitiveness in applying for grants.

Over the past several years, WCCTAC has been successful in obtaining grants, generally for planning work. Staff, however, does not always have the capacity or specialized knowledge to pursue all available grant opportunities, including those that might be a good fit for proposed improvements in West County. Utilizing authorized consultants to assist in preparing grant applications will permit WCCTAC to respond faster to grant opportunities and can provide the capacity and expertise to develop more challenging grant applications.

The following types of assistance, listed below, could be helpful:

- Monitoring and identification of transportation funding opportunities;
- Grant application preparation including writing, graphics, maps, budgets, and schedules;
- Outreach and communications support, e.g., written, graphic, and survey and web page development;
- Transportation planning with expertise in active transportation, transit, and other modes;

- Limited environmental review consultation – California Environmental Quality Act & National Environmental Policy Act including topics related to Vehicle Miles Traveled, Climate Change Adaptation and Greenhouse Gas (GHG) emissions reduction, Sea Level Rise & Sustainability, and identification of permitting requirements;
- Minor conceptual or preliminary design development to illustrate needed improvements to bring projects to a competitive stage for grant submittal;
- Data analysis and mapping; and
- Preparation of Project Study Reports (PSRs) or PSR equivalents

It is staff’s desire to issue a Request for Qualifications (RFQ) to establish a list of qualified consultant firms for on-call transportation planning support and related services. Contracts are anticipated to be awarded for a period not-to-exceed three (3) years with the option of two (2) one-year extensions.

Staff and the TAC recommend an initial set-aside of \$75,000 in Measure J 28b funds for this potential work. Naturally, these funds will only be spent if grants are pursued. The pursuit of grants may come at the WCCTAC TAC or Board’s direction. In the future, depending on past success and the availability of future calls for projects, the amount of funding could be adjusted. If WCCTAC is successful in obtaining any grant funding by utilizing these consultant services, it could make for a very beneficial leveraging of Measure J 28b funds.

The Measure J 28b fund generates approximately \$80,000 quarterly. WCCTAC currently has about \$532,853 available and uncommitted as of the first of this year.

If the WCCTAC Board approves this proposal, the next steps would be to prepare and advertise an RFQ, review proposals and interview consultants, and prepare draft agreements for the Board’s future consideration. An approximate time frame is shown below. If this work proceeds on schedule, then WCCTAC would likely be able to apply for grants that are due in the summer of 2024.

Work Task/Milestone	Timeframe
Prepare and Advertise RFQ	February-March
Review proposals & develop list of potential consultants	April
WCCTAC Board approves consultant agreements	April-May

ATTACHMENTS:

- Select List of Upcoming Transportation Grants
- Resolution 24-03

ATTACHMENT A

Selection of Upcoming Grants				
Name	Call Released	Due	Funds Available	Additional Information
Statewide ATP Cycle 7	March 2024	June 15, 2024	\$278 M	Administered by the State. Funds for Active Transportation Projects. Highly competitive funding source.
Regional ATP Cycle 7	March 2024	June 15, 2024	\$48 M	Administered by MTC. Funds for Active Transportation Projects. Highly competitive funding source.
RM3 San Francisco Bay Trail/Safe Routes to Transit.	TBD	June 2024	\$150 M	Provide funding for a competitive grant program to fund bicycle and pedestrian access improvements on and in the vicinity of the state-owned toll bridges connecting to rail transit stations and ferry terminals. Eligible applicants include cities, counties, transit operators, school districts, community colleges, and universities. The project sponsor is MTC.
SMARTS Grants Stage 1	TBD	Summer 2024		Office of the Secretary
SMARTS Grants Stage 2	TBD	Summer 2024		Office of the Secretary
RAISE Discretionary Grants	TBD	1/13/2025	\$1,500 M	RAISE grants will be awarded on a competitive basis, per statute, for planning or constructing surface transportation infrastructure projects that will improve safety; environmental sustainability; quality of life; mobility and community connectivity; economic competitiveness and opportunity including tourism; state of good repair; partnership and collaboration; and innovation. <ul style="list-style-type: none"> • FY 2024 Deadline: February 28, 2024 • FY 2025 Deadline: January 13, 2025 • FY 2026 Deadline: January 13, 2026
FY 2024 Safe Streets and Roads for All (SS4A) Grant Program	TBD	TBD but potentially 1/13/25		The program focuses on the development of a comprehensive safety action plan and its implementation for all users of our highways, streets, and roadways, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micro-mobility users, and commercial vehicle operators. The program provides funding to develop tools to strengthen a community's approach to roadway safety and save lives and prevent serious harm. https://www.transportation.gov/grants/SS4A

**WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE
RESOLUTION NO. 24-03**

**REQUESTING AN ALLOCATION OF MEASURE J, 28 B FUNDS FOR UTILIZING
CONSULTANT SERVICES TO PREPARE GRANT APPLICATIONS**

WHEREAS, Contra Costa County voters approved Measure J, a transportation sales tax measure which includes an Expenditure Plan; and

WHEREAS, the Measure J Expenditure Plan includes funding category 28 Subregional Transportation Needs which designates funds for West Contra Costa, otherwise known as Measure J 28b; and

WHEREAS, the Board of Directors of WCCTAC is authorized to request Measure J 28b funds; and

WHEREAS, the WCCTAC staff and Technical Advisory Committee have provided information to the WCCTAC Board about the need for these funds to utilize consultants to assist with seeking grant funding to implement planned transportation improvements; and

WHEREAS, the Board of Directors of WCCTAC desires to request Measure J 28b funds for consultant services.

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

1. Requests that the Contra Costa Transportation Authority hereby authorize the allocation of Measure J 28b funds to the WCCTAC in the amount of \$75,000 in Measure J to utilize consultants to prepare grant applications on WCCTAC's behalf.

The foregoing Resolution was adopted by the WCCTAC Board at a regular meeting on January 26, 2024, 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

3203330.1



CITY OF
Richmond CALIFORNIA

Richmond Moves

Service Update



January 2024

Overview of Via, Microtransit, and Richmond Moves

Via is the world's leading provider of public mobility solutions

650

Partners

40

Countries

120M

Rides served



Via Overview

Via has a deep commitment to transit in California

50+

Partners since 2015

2.6M+

Rides

70

Local CA employees



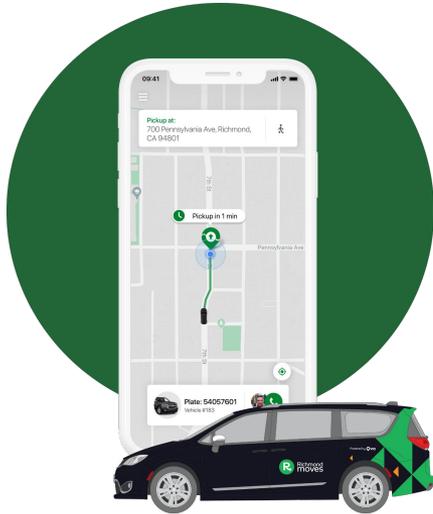
What is Microtransit?

Microtransit (sometimes called “on-demand transit”) is tech-enabled transportation where routing algorithms use real-time, on-the-ground information to group passengers into **shared rides**.

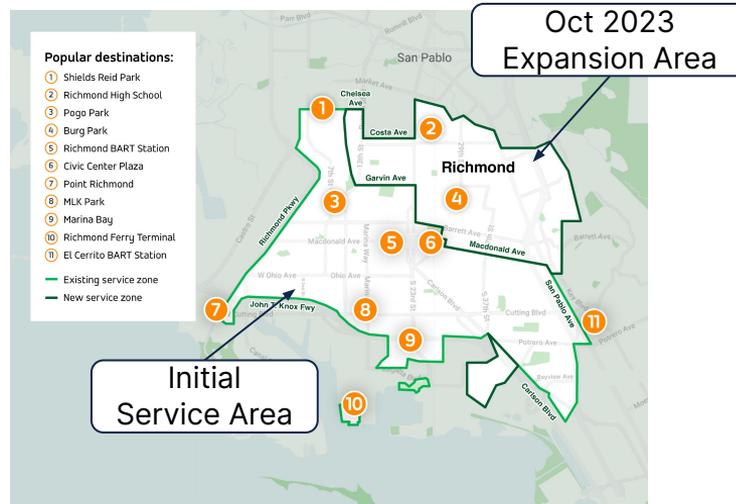


Via and the City of Richmond worked to launch Richmond moves in April 2022 using CMO funds

Rider App & Vehicles



Service Area



Service Basics

Price:

\$2 per ride.
Students & seniors ride free.

Service hours:

Monday to Friday 7am - 7pm

Accessibility:

Wheelchair accessible vehicles are available.

Via helped conduct a service design before launch to recommend the initial zone and estimate ridership

Richmond Moves Service Performance

Key Service Stats

44,600 rides+

Since Launch

4.2 Utilization

Or rides / Passenger Hour in 2023

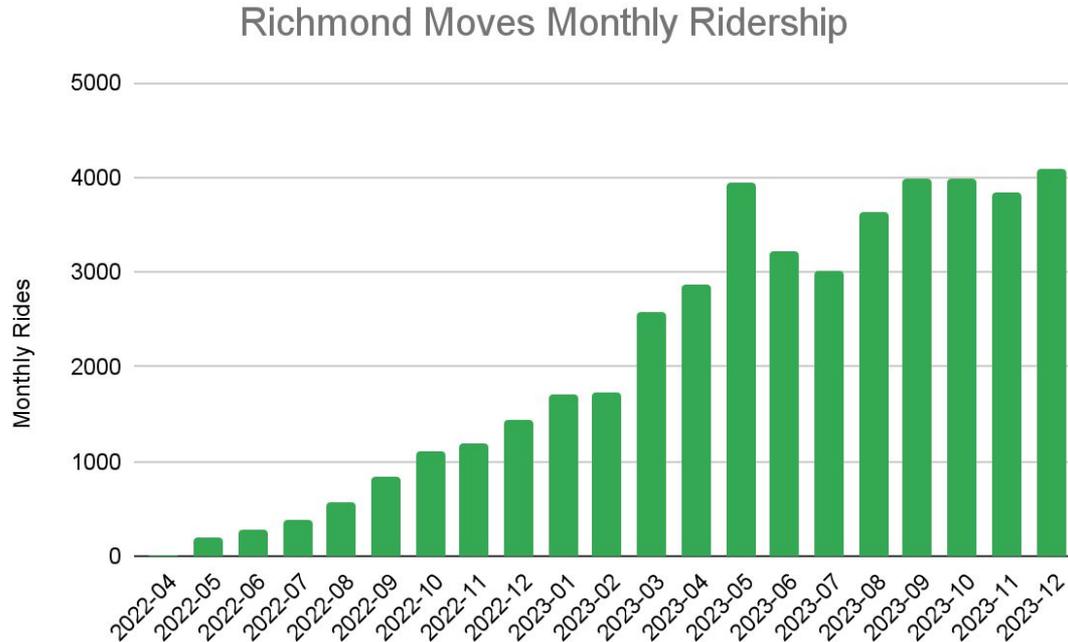
4.8

Average Ride Rating (out of 5)

\$15.10

Cost per Ride in in September 2023

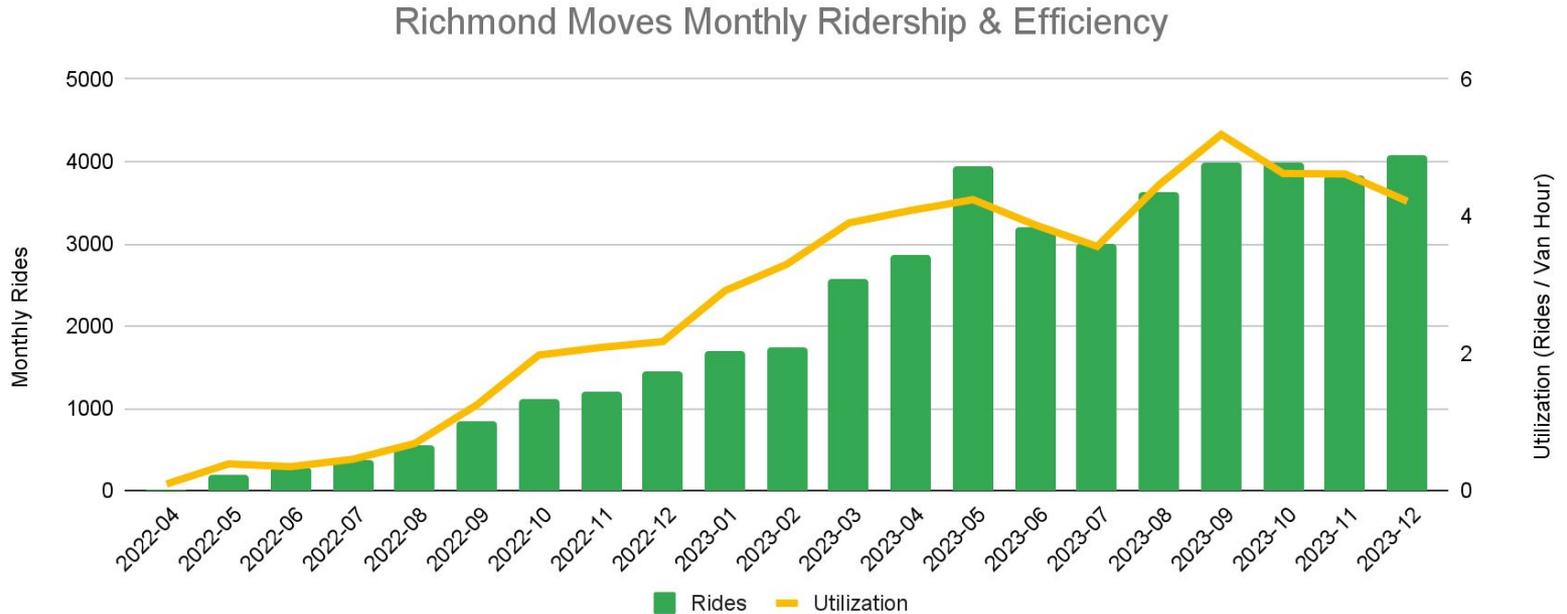
The Richmond moves program has grown quickly over 2023, with over 44,600 rides provided since the service launched



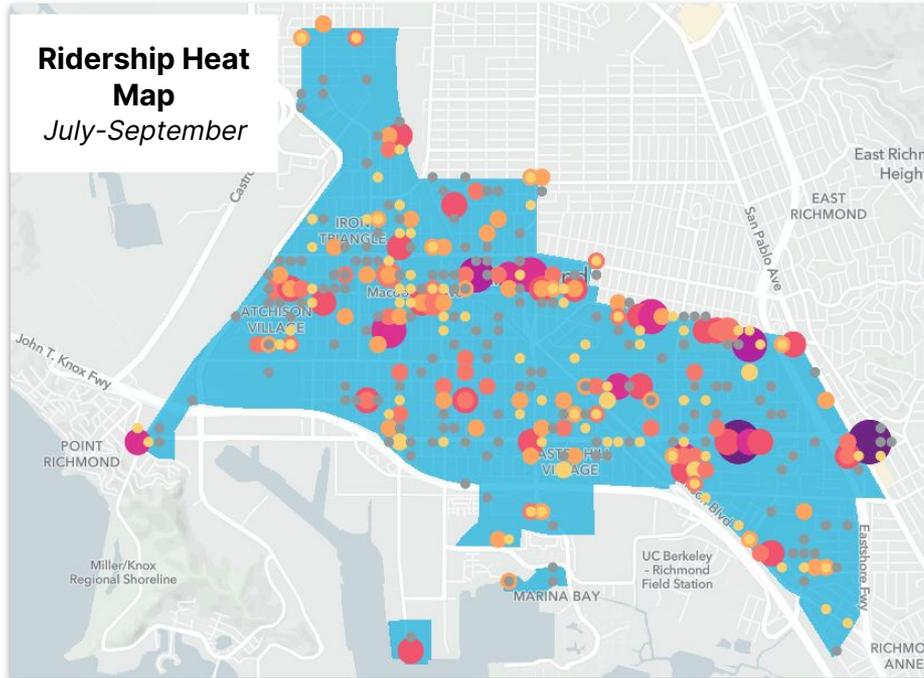
Riders return to continue using the service

- 1,985 riders have taken at least 1 ride
- 1,562 riders have taken at least 2 rides
- 1,044 riders have taken at least 5 rides

As ridership has grown, the service operated much more efficiently

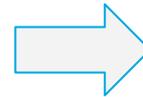
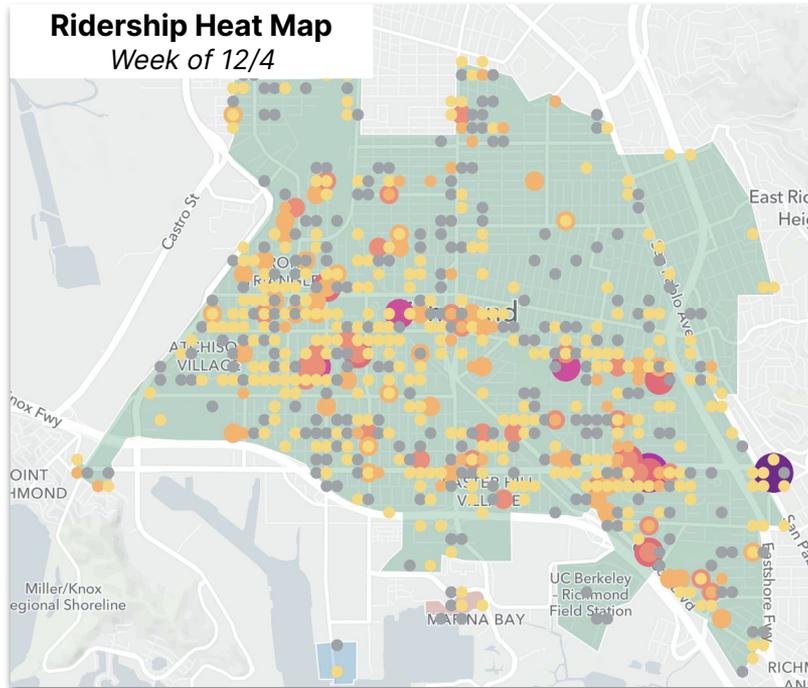


Richmond Moves ridership is well distributed throughout the zone, with transit connections and student ridership as key use cases



Key use cases for Richmond moves have included connections to transit centers and student transit

Since expanding the zone in October, riders have started taking trips in the new service area



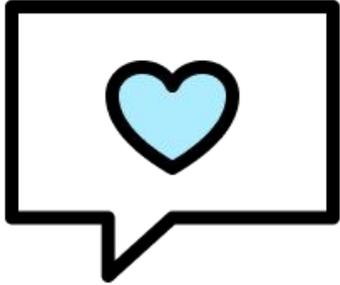
Richmond High School is the largest demand center in the new section of the service map

We expect ridership to gradually increase in this new area

The service has performed very well over the course of 2023, providing many rides efficiently and with a high quality of service

Month	Met Demand (%)	Average ETA (min.)	Avg. Monthly Passengers	Utilization
Goal	90%	20 min	3,250	3.5
Max	N/A	25 min	4,000	N/A
Min	85%	N/A	2,500	3.0
Q1 2023	92.8%	14.2	1,964	3.4
Q2 2023	92.8%	18	3,344	4.1
Q3 2023	91.5%	20.5	3,543	4.4
Q4 2023	90.4%	24.2	3,972	4.5

Riders have expressed their appreciation for the Richmond Moves service



**Avg ride rating:
4.8 (out of 5)**

**92% of riders give 5 stars (2,124 / 2,332
rider ratings in 2023)*

- ♥ **Very nice and I enjoyed the ride :) thanks**
- ♥ **Richmond should have implemented this program many many moons ago.**
- ♥ **Nice and easy ride!**
- ♥ **Ray is such a lifesaver!**
- ♥ **So friendly, so convenient and the best ride I've had**
- ♥ **I have a lot of groceries, and she went out of her way to accommodate me**

TO: WCCTAC Board

MEETING DATE: January 26, 2024

FR: John Nemeth, WCCTAC Executive Director

RE: CCTA's "TDM 2.0" Proposal

REQUESTED ACTION

Provide direction to staff, as needed, which could involve sending a formal communication to the CCTA.

BACKGROUND AND DISCUSSION

The CCTA is proposing a major change to the Transportation Demand Management (TDM) Program in Contra Costa County. The change would have a significant impact on the delivery of existing transit and bike programs in West Contra Costa, as well as on WCCTAC as an organization.

Currently, Measure J provides funding for TDM under Program 17 in the Expenditure Plan. This funding is allocated to the four geographic subregions in the County using a formula that involves both population and jobs, after CCTA withholds funds (the amount varies each year) for special projects. West Contra Costa receives around 22% of the funding, which translates to \$212,444 in the current fiscal year.

To supplement the TDM program, the CCTA has allocated Transportation for Clean Air (TFCA) funding, provided by the Air District, to the four subregions since 1992. West Contra Costa also receives a proportional share of this funding from the CCTA, which translates to \$353,000 in the current fiscal year.

The two funding sources, combined, are used to support the TDM Program which is coordinated across subregions and overseen by the CCTA. In West Contra Costa, funding is used for direct program expenses, as well as staffing to implement and manage programs. Direct program expenses can include things like the cost of transit passes, bike racks and installation, and EV charging stations.

The program has considerable commonality across the County, and subregions work in tandem with the CCTA on program delivery. In West Contra Costa, the program is focused heavily on encouraging transit use and biking.

Transit incentives include efforts like Pass2Class, which provides students at any West County elementary, middle, or high school with bus passes at the start of the year. Likewise, the

Summer Youth Pass program is focused on making it easier for youth to maintain a summer job by offering a steep discount on transit passes. There are also more general efforts aimed at encouraging transit use, including the Try Transit program. WCCTAC's TDM program sometimes partners with local transit agencies on special promotions.

The TDM program promotes bicycle use in a variety of ways. It acts as the County lead for the regional Bike to Work/Wherever Day event, which includes hosting "energizer stations" in local jurisdictions and partnering with cities, businesses, and community groups. The program also provides rebates for businesses or cities to install bicycle racks and gives preloaded BikeLink cards to commuters through the Secure Your Cycle program. The program also offers rebates for the purchase of e-bikes.

On top of all the above, the program provides rebates for the installation of EV charging stations, presentations to employers on commute alternatives, and information at community events. WCCTAC TDM program staff serves on the Countywide Bicycle and Pedestrian Advisory Committee, consults with member agencies on city and county plans, participates in the County's Green Business taskforce, and runs the countywide Guaranteed Ride Home program.

The program is not static and continually evolves. After a strategic planning process in 2019, changes to the program resulted in increased reach. In West County, there was a 30% increase in Pass2Class participation and a more than doubling of Try Transit participation. The Take 10 program, that promotes long distance bus trips on the WestCAT Lynx and AC Transit Transbay lines, has had more participation each month than a previous paper-based program had in a year. The program has expanded its social media presence, and the monthly e-newsletter has over 28,000 subscribers.

Despite program successes, CCTA staff is proposing a major change under the label "TDM 2.0". Under this proposal, the CCTA would re-purpose the TFCA funds (\$353,000 in West County) that it receives from the Air District. Instead of using them each year to support the countywide TDM program, the CCTA would use them to create an annual grant program.

The WCCTAC TAC received a presentation on this proposal from CCTA staff at its meeting on January 11, 2024. The TAC had numerous concerns and asked staff to send a letter to the WCCTAC Board summarizing its comments. The letter is included as Attachment A.

Broadly speaking, the TAC is concerned about: the lack of time involved to review the proposal, the downsides of significantly reducing funding for the existing program, uncertainty about whether member agencies can realistically make use of the grant program, an unclear rationale about the need to fundamentally alter the current program, concern about losing geographic equity, the absence of alternatives presented, and the lack of collaboration in developing the proposal.

Under the new proposal, WCCTAC would continue to receive Measure J Program 17 funds for TDM activities, although these funds represent only about 38% of the current, overall program

funding. Staff would need to solicit feedback from the WCCTAC Board about which of the previously mentioned TDM program activities in West County to discontinue.

A shift in funding away from TDM will not only have an impact on programs in West County but will impact WCCTAC as an organization. WCCTAC has a five-person staff. One of its employees retired recently and was replaced by Coire Reilly who had been WCCTAC's TDM Program Manager. The hiring of Mr. Reilly's replacement, to work on the TDM program, has been put on indefinite hold given the new uncertainty around TFCA funding.

If the new proposal is implemented, WCCTAC will need to make other significant budget cuts as well to mitigate the loss of funding. At a minimum, it will need to make one of its four staff positions part-time, moving to a 3.5 person staff. It would also need to end its office lease and will no longer have a physical address.

ATTACHMENT

A: Letter from the WCCTAC TAC to the WCCTAC Board



El Cerrito

Hercules

January 19, 2024

Subject: CCTA’s “TDM 2.0” Proposal

WCCTAC Board of Directors,

Pinole

The WCCTAC Technical Advisory Committee (TAC) was established by WCCTAC’s Joint Powers Agreement and is comprised of member agency staff, generally with public works and planning expertise. Its role is to advise the Board.

Richmond

At its January 11, 2024, meeting, the TAC received a presentation from CCTA staff on the “TDM 2.0” proposal. Representatives from all nine WCCTAC member agencies were present. At the conclusion of the agenda item, TAC representatives asked WCCTAC staff to send a letter to the WCCTAC Board on its behalf. There were no TAC member objections to this request. Staff gathered comments from the meeting, received comments from TAC representatives after the meeting, and sent a draft letter to TAC members for review. This is the final version of the TAC’s letter to the Board.

San Pablo

The TAC’s comments are summarized as follows:

Contra Costa County

- **No Time to Review and Consider** – CCTA staff are proposing a major policy change to the countywide TDM program with implications for local jurisdictions, transit agencies, and WCCTAC. WCCTAC staff and the TAC first learned about the specifics of this proposal on Jan 11, 2024. The CCTA staff, however, are already initiating the approval process and plan to ask the Technical Coordinating Committee (TCC) to approve these changes as early as February 2024, and the CCTA Board to approve them as early as March 2024. The proposed schedule is surprising and concerning to the TAC. It did not hear a compelling reason as to why this process needed to move so quickly.

AC Transit

BART

- **Negative Impacts for West County** – The change being proposed by CCTA is to stop using TFCA funds to support the existing countywide TDM Program and to use them instead for an annual grant program. This change could have tangible downside for cities and other WCCTAC member agencies.

WestCAT

Currently, West Contra Costa County receives guaranteed benefits from the existing TDM program which encourages and supports the use of alternative

modes. Cities, transit agencies, and WCCTAC do not need to apply for competitive grants from the Authority to receive these benefits. In fact, most West County cities have deferred the implementation of a TDM program to WCCTAC in their municipal codes. Without TFCA fund to support the countywide TDM Program, a remaining, bare-bones program would leave local jurisdictions without most of these existing services and possibly with additional responsibilities.

- **Concerns about the Proposed Grant Program** – The TAC also has concerns about the proposed CCTA grant program and its usefulness for WCCTAC member agencies. The amount of TFCA funds available annually (\$1.5M countywide and \$353,000 in West County) is essential to the TDM program but would make for a very small grant program if re-purposed.

Limited Member Agency Capacity

Some TAC members are concerned about their capacity to apply for grants, particularly small ones. Other TAC members stated that while they have capacity to pursue grants, they do not have the staffing to manage program activities. Still others noted that, even if they had general staffing capacity, they may not have the in-house expertise to deliver TFCA-qualifying work. This issue was of particular concern for small cities.

WCCTAC Capacity

Some TAC members stated that, if they were to receive TFCA dollars through the CCTA to implement programs activities, they would prefer to have WCCTAC manage those activities. WCCTAC staff, however, explained that it would not be able to afford to retain specialized TDM staff if it no longer receives TFCA funding from CCTA. Even if the proposed grant program makes TFCA dollars available for staffing support, WCCTAC would have no certainty from year to year about whether its grant applications, or the grant applications of its member agencies, would be accepted.

Delivery and Administration Concerns

The TAC also expressed concern about the potential inefficiencies in program delivery under the new proposal. Even if WCCTAC member agencies in West County received grants and were able to deliver program work, it may not be efficient for them to carry out these activities independently, especially for similar or overlapping efforts.

The TAC is also worried about potential administrative complexity. At present, the CCTA makes TFCA funding available to four subregions. However, if it makes grants available to a larger number of organizations, they will all need to

coordinate with CCTA and work with the Air District's quantitative cost-effectiveness reporting requirements, which involve considerable effort. At least one TAC member wondered if the new framework could end up being more administratively intensive and what sort of funding the CCTA was using to staff and support this change.

Program Continuity

Lastly, the TAC expressed concern about a potential lack of program or service continuity if annual grants are used to allocate TFCA funds. Transit agencies, for example, noted that very small, one-time grants for service were not especially useful for them. Transit services rely on reasonably predictable and ongoing revenue streams for operations.

- **Limited Explanation for Proposed Change** – The reasoning behind the proposed change was not clear to the TAC, particularly given that the CCTA has praised the effectiveness of the current program.

The TAC recognizes that the existing program must evolve and adapt to changes in the transportation landscape. It is the TAC's understanding, however, that the program does routinely change. Additionally, if the CCTA, or anyone else, has a new idea for a program offering within a given subregion (or countywide) it is not clear why that could not be accommodated in the existing program.

The CCTA's staff's presentation expressed a desire to not be "out of sync" with the Air District. The meaning of this was not clear but the current program meets Air District's requirements annually and would not be funded if it didn't. The rationale for the change provided by CCTA staff often returned to the theme that the CCTA was not legally obligated to provide funds to subregions or to use them for TDM.

- **Geographic Equity** - In the current TDM program, TFCA funds are provided to subregions using a population and jobs formula. This formula ensures geographic equity. In the proposed grant program, there's not currently a guarantee that West County would receive a proportionate share (or any share) of available TFCA funding or benefits. The WCCTAC TAC and Board are not proposed to be involved in the selection of activities to fund under the new framework. In short, the subregion will have little policy influence over the kinds of projects funded by the grant program.
- **Consideration of Alternatives and Collaboration** – The CCTA staff is proposing to significantly alter the TDM program by establishing a new policy for the

allocation of the Air District's TFCA funds. Although the proposed change goes by the name "TDM 2.0" it appears that it will significantly diminish funding to the TDM Program to create a grant program that may or may not be used for TDM. At least one TAC member wondered whether the CCTA could identify other sources of funding to replace the TFCA dollars that would be lost to the current TDM Program.

Other TAC members suggested that the CCTA staff proposal should examine the impacts of the proposed change and offer alternatives. One alternative, for example, could be to allow subregional boards the ability to make choices about the nature of TFCA-funded efforts in their subregion. There could be other alternatives as well.

Lastly TAC members requested that CCTA engage subregional TACs, policy boards, and other local jurisdictions in the development of options. The TAC believes that the CCTA is most successful when there is collaboration with subregions, transit agencies, local jurisdictions, and other partners.

Sincerely



John Nemeth
WCCTAC Executive Director

El Cerrito

Hercules

December 8, 2023

Pinole

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

RE: December 2023 WCCTAC Board Meeting Summary

Richmond

Dear Tim:

The WCCTAC Board, at its meeting on December 8, 2023, took the following actions that may be of interest to CCTA:

San Pablo

- *Approved* Resolution 23- 10 creating the new Transportation Program Associate position and amended the salary schedule.
- *Approved* the lifting of the suspension of public comment via ZOOM during WCCTAC Board meetings.
- *Denied* the appeal of a STMP fee for a project at 1711-1755 Eastshore Boulevard in El Cerrito.
- *Approved* Resolution 23-11 authorizing the use of \$88,647 in Measure J 28b funds to cover the costs of maintenance for AC Transit bus shelters in West County for one year.

Contra Costa
County

AC Transit

Sincerely,



BART

John Nemeth
Executive Director

cc: Tarien Grover, CCTA

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