



BOARD OF DIRECTORS MEETING NOTICE AND AGENDA

DATE & TIME: Friday, January 31, 2014, 7:45 – 9:45 a.m.

LOCATION: City of San Pablo, Council Chambers
13831 San Pablo Avenue (at Church Lane)
San Pablo, California (Accessible by AC Transit #72 and #72R)

1. **Call to Order and Self-Introductions – Chair Janet Abelson**
2. **Public Comment.** The public is welcome to address the Board on any item that is not listed on the agenda. *Please fill out a speaker card and hand it to staff.*
3. **Introduction of John Nemeth - New WCCTAC Executive Director.**
4. **Elections: (a) CCTA Representative (even-year term), (b) CCTA Alternate(s), (c) WCCTAC Chair, (d) WCCTAC Vice-Chair.** (Attachments – Recommended Action: *ELECT Board Members to Positions*)

CONSENT CALENDAR

5. **Minutes of December 6, 2013 Board Meeting.** (Attachment – Recommended Action: *APPROVE Minutes*)
6. **Monthly Program and Projects Status Report** (Attachment – Recommended Action: *RECEIVE*)
7. **Final 2014 Board and TAC Meeting Schedule.**
8. **Financial Report for November and December 2013.** The report shows the Agency's revenues and expenses for the November and December periods. (Attachment – Recommended Action: *RECEIVE*)
9. **Payment of Invoices over \$10,000.** none
10. **Appointment of New Executive Director.** On December 6, 2013 the Board authorized Chair Abelson to negotiate an employment agreement with the top candidate, Mr. John Nemeth. After several discussions about terms, a final offer

was made and accepted on December 16th. The full Board is being asked to confirm that appointment through a resolution. (*Attachment - Recommended Action: ADOPT confirming resolution*).

11. **Administrative Restructuring Items.** Stemming from the requirement from CalPERS that WCCTAC separate from the City of San Pablo and enter its own retirement benefits contract, several actions are necessary at this time.
 - a. **Financial Services Agreement.** In accordance with direction received from the Board at the December meeting, staff has worked with the City of San Pablo City to draft a new Services Agreement. The terms include a new monthly fee of \$4,459 plus hourly rates for special tasks. Most other terms remain the same as previous agreements. (*Attachment - Recommended Action: AUTHORIZE Executive Director to execute agreement*).
 - b. **Insurance & Benefits.** WCCTAC was informed on November 18, 2013 by the City of San Pablo that it would no longer allow us to “piggyback” onto their insurance and benefits structure through the Municipal Pooling Authority (MPA). Staff subsequently requested quotes from several sources and have selected the Special Districts Risk Management Authority (SDRMA) for primary insurances and commercial providers for other coverages. Enrollment in the SDRMA requires us to join the organization, a joint powers authority. (*Attachment - Recommended Action: AUTHORIZE Executive Director to Execute membership documents for the SCRMA*)
 - c. **Deferred Compensation Agreement – ICMA-RC.** In conjunction with the creation of WCCTAC as a separate tax entity, we must enter into our own agreement with a deferred compensation provider. ICMA-RC has been the provider in the past through the City of San Pablo, and it is recommended that WCCTAC continue to use them for services going forward. (*Attachment – Recommended Action: Approve.....*)
 - d. **CalPERS Reallocation Agreement.** In conjunction with the new CalPERS contract, an agreement among WCCTAC, the City of San Pablo, and CalPERS is required authorizing the reallocation of the assets and liabilities associated with the WCCTAC staff from the City account to the new WCCTAC account. The agreement was reviewed by the Interim Executive Director Bradshaw and Legal Council Reyes, and was found to be necessary and appropriate pursuant to previous policy direction by the Board. The agreement was executed on December 19, 2013. (*Attachment – Recommended Action: Affirm Execution of this agreement by Interim Executive Director*)

DISCUSSION

- 12. Resolution of Support for a Study of High Capacity Transit Options.** Director Tom Butt (City of Richmond City Council Member) requested the resolution of support for a study of high occupancy transit options in West County. This is in follow up to discussions of the 2014 Action Plan Update; specifically Goal #4.1.B, Expand High Capacity Transit in West County.” (*Attachments – Recommended Action: ADOPT Resolution and direct staff to work with BART staff to develop a study scope of work and to identify possible funding.*)
- 13. Action Plan for Routes of Regional Significance – 2014 Update.** WCCTAC staff and the Technical Advisory Committee (TAC) have been working with CCTA staff and consultants to update the West County Action Plan for Routes of Regional Significance. At their September 2013 meeting, the Board heard a review of the process and provided direction as to which West County routes would be included in the list of Routes of Regional Significance. The TAC has now finished its work on the full Draft Action Plan, and has forwarded it to the Board for review with a recommendation that it be released to CCTA and the other regional transportation planning committees (RTPCs) for review. (*Jerry Bradshaw, Julie Morgan, Fehr & Peers – Attachments – Recommended Action: APPROVE Draft Action Plan Update for release to the CCTA and other RTPCs.*)

STANDING ITEMS

14. Correspondence/Other Information

a. Incoming

- December 27, 2013, from CCTA, Items Approved by the Authority on December 18
- January 16, 2013, from AC Transit, Reappointment of Joe Wallace as AC Transit representative on WCCTAC Board and H. E. Christian Peeples as alternate.
- January 17, 2013, from CCTA, Items Approved by the Authority on January 15th.

b. Outgoing

- December 9, 2013, to CCTA, Meeting summary of the December 6th WCCTAC Board meeting.
- January 15, 2014, to ABAG, Letter of Support for San Pablo Avenue Complete Streets Project award application (cities of San Pablo and Richmond).

- January 15, 2014, to Michele Rodriguez of City of San Pablo, Letter of Support for City of San Pablo application for a TDA Article 3 grant application for a Bicycle and Pedestrian Master Plan.
 - c. **Workshops/Conferences/Events – no upcoming events**
 - d. **Summary and Minutes of recent Technical Advisory Committee meetings**
 - October 10, 2013 TAC Meeting
 - November 21, 2013 TAC Meeting
 - e. **Acronym List**
- 15. Board and Staff Comments**
- a. Board Member Comments, Conference/Meeting Reports (AB 1234 Requirement), and Announcements
 - b. Report of CCTA Representatives (*Directors Abelson & Butt*)
 - c. Executive Director's Report
- 16. Other Business**
- 17. Adjourn.** Next meeting is Friday, February 28, 2014 at 7:45 a.m
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After the meeting, there will be a reception for the new Executive Director in the Council Chambers.

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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 510.215.3217 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 31, 2014

FR: Jerry Bradshaw, Interim Executive Director

RE: Election of Officers and CCTA Representatives

The Board needs to elect members to the following positions: (a) CCTA Representative (even-year term), (b) CCTA Alternate(s), (c) WCCTAC Chair, and (d) WCCTAC Vice-Chair.

Background

CCTA Even-Year Representative. Janet Abelson was elected as WCCTAC's "even-year" CCTA representative in late 2011. Her two-year term expires on January 31, 2014. The "even-year" representative sits on CCTA's Planning Committee ("odd-year" sits on the Administration and Projects Committee) and on the full CCTA Board. The "odd-year" and "even-year" representatives are each others' alternates for the Committees on which they sit.

CCTA Alternate(s). Sherry McCoy is the current alternate. WCCTAC may elect a single alternate for both Board members (as is currently done); or elect an alternate for each Board member. In the case of the latter, the first alternate sits on either of the two standing Committees if the other representative is unavailable, and on the Board if neither of the representatives is available.

According to the WCCTAC Joint Exercise of Powers Agreement (JPA) Section 9 (A) (3) (c), only the Cities and the 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 a majority.

WCCTAC Chair. Janet Abelson, the current Chair, was elected in December 2011. The term is for one year, but for continuity, WCCTAC Chairs have traditionally served for two terms. This would be the end of Ms. Abelson's second year. While there are no formal policies regarding this appointment, it generally rotates among the member cities, and is given to WCCTAC members with at least one year of tenure.

WCCTAC Vice-Chair. Tom Butt is the current Vice-Chair, being elected after Bill Wilkins, the previous Vice-Chair, ended his term as a Hercules City Council member in December 2012. Typically, for continuity, WCCTAC Vice-Chairs have served for two terms, and move on to serving as Chair.

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**West Contra Costa Transportation Advisory Committee
Board of Directors Meeting
DRAFT Meeting Minutes: December 6, 2013**

Members Present: Janet Abelson, Chair (El Cerrito); Cortland Boozé (Richmond), Sherry McCoy (Hercules); Aleida Andrino-Chavez (WestCAT); Cecilia Valdez (San Pablo); Zakhary Mallett (BART); Jael Myrick (Richmond); Roy Swearingen (Pinole), Joe Wallace (AC Transit).

Staff Present: Jerry Bradshaw, Joanna Pallock, Valerie Jenkins, Linda Young; Ben Reyes, Legal Counsel;

Location: San Pablo Council Chambers, 13831 San Pablo Avenue, San Pablo, CA 94806

1. **Call to Order and Self-Introductions – Chair Janet Abelson**
2. **Public Comment.** None

CLOSED SESSION

3. **Public Employee Appointment:** Board met in Closed Session to negotiate an employment offer with the qualified candidate for the Executive Director position.

RECONVENE TO OPEN SESSION

Director Wallace departed at 8:35

CONSENT CALENDAR

ACTION: *Director Mallett* moved to ADOPT Items 4-7; seconded by *Director Swearingen*. Passed unanimously.

4. Minutes of October 25th Board Meeting.
5. Monthly Program and Projects Status Report
6. Financial Report for September 2013.
7. Payment of Invoices over \$10,000.

DISCUSSION

8. City of San Pablo Services Agreement

ACTION: Motion made by *Director Boozé* and seconded by *Director Myrick* to adopt Option 3 of the staff report stating WCCTAC will accept the new terms of the City of San Pablo services contract, and explore options for alternative arrangements. This requires a budget adjustment of \$22,000 to cover the new costs between now and July 2014. The Board also asked staff to begin seeking options to the current office space with an emphasis on ADA compliance and access to transit.

DISCUSSION: *Mr. Jerry Bradshaw*, presented an overview of the City of San Pablo's new service contract with WCCTAC. Fees would increase from \$914 per month to \$4,459. Three options were provided for Board discussion.

Director Boozé recommended committing to a short window with the City of San Pablo and then relocating to the City of Richmond and setting up offices as well as using their Council Chambers.

Director Myrick asked if Option 3 was too complicated. *ED Bradshaw* clarified that Option 3 was the option staff recommend and that Option 2 was complicated.

Director Myrick made a motion to accept Option 3 and look around for new services between all the other WCCTAC cities.

Chair Abelson stated that there is no motion on the table. She asked to add that any facility needs to be ADA compliant. She also requested that any location be accessible to public transit. *Director Myrick* and *Director Boozé* concurred that that is essential.

ED Bradshaw explained that Option 3 does not include moving offices. Option 3 is just for financial services. Another motion would be needed.

Chair Abelson stated that what she is hearing is that the Board is seeking to look at other locations but remain at San Pablo for now.

Director Valdez said that is later in the agenda.

ED Bradshaw said it can be added now.

Chair Abelson said she is hearing members say they are interested in looking at locating services and WCCTAC in other cities.

Legal Counsel Ben Reyes stated that is correct and that this agenda item is focused on the continuation of a service agreement with the City of San Pablo but a separate agenda item at a future meeting could be created to seek Board direction on the location of WCCTAC's offices.

Mr. Reyes stated that the Board has the discretion to add that item into the item before them.

ED Bradshaw stated that the Board needs to decide to enter into a new contract with the City of San Pablo. *Chair Abelson* said the motion needs to be made in pieces but as it stands it is a motion to accept a new service agreement and look for new office space.

Director Myrick clarified the Board is okay with a deal with the City of San Pablo and that is called Option 3. *Director Boozé* agreed that he is okay with that motion. *Director Myrick* seconded his motion.

Director Chavez asked if there is a need to make a budget adjustment of \$22,000. *ED Bradshaw* said with the changes would require a budget adjustment to take it to June 30, 2014. The action for a budget adjustment would come in January with the actual agreement.

Director Valdez stated that Option 3 is a simple motion and allows WCCTAC to search for options.

Director McCoy asked if the City of San Pablo is amenable to a month-to-month contract. *ED Bradshaw* stated there is a 60-day clause in any contract WCCTAC Board signs. *Director McCoy* followed up with a request to *Mr. Sessions* from the City of San Pablo Finance Department. *Mr. Sessions* stated that the termination clauses will remain the same. He stated that the City Manager created the letter to encourage a decision and costs are based on a fair share portion.

Director Boozé asked if there were a different rate from another city, would San Pablo negotiate. *Mr. Sessions* stated that the rate is based on capacity of staffing availability and the extra work by City staff requires overtime.

Director McCoy asked to have WCCTAC staff begin pursuing other options sooner than later and not wait for the new ED. She stated that the service contract is a significant increase and we need to take action soon since WCCTAC is a small agency and cannot continue on this basis for too long. *ED Bradshaw* stated he already is pursuing options. *Director McCoy* asked to have information at the January Board meeting. *ED Bradshaw* said he will do his best.

Director Mallet had questions for *Mr. Sessions*. He asked if WCCTAC could be evaluated per people or by department. *ED Bradshaw* explained the formula and process used. WCCTAC is about 3.5% of the total FTEs at the City. *Mr. Sessions* stated that he read in the contract that WCCTAC is treated as a department of the City.

Director Mallet asked if there would be a decrease in costs to the City if WCCTAC left. *Mr. Sessions* said yes but he does not have an exact measure to show what the costs are. He stated there are a lot of services that go into supporting WCCTAC and a per-unit cost is not possible to create.

Director Swearingen stated that the costs should have been done sooner. He stated that the City of San Pablo's estimate is a poor estimate. He was concerned with accepting the amount proposed that has not been adequately analyzed and defined. He asked if WCCTAC had time to work on this. *ED Bradshaw* stated that the costs will be \$4,459 and this will be what is used in the new agreement.

Director Valdez stated that the services were under market rate and that this amount is final. Changes came from CalPERS and the City goals are changing. City staff has developed this and has no objections to Option 3.

El Cerrito City Councilmember Greg Lyman addressed the Board to encourage WCCTAC to pursue office space that is ADA compliant. He also asked to appropriate the amount in Option 3 and move it forward while looking for alternatives.

8b. Termination of Municipal Pooling Authority Insurance Coverage and Benefits.

ACTION: *Director McCoy* moved and *Director Mallet* seconded to accept staff's recommendation to begin looking for options to the MPA's insurance and benefits package. Passed unanimously.

DISCUSSION: *ED Bradshaw* presented this item, related to 8a, resulting in changes to WCCTAC's insurance coverage as well as employee non-health/dental coverage that up until now had been provided through a joint agency pooling group known as the Municipal Pooling Agency (MPA). The City of San Pablo will no longer carry WCCTAC as an agency under MPA and MPA will not accept WCCTAC as a stand-alone agency.

9. Proposed 2014 Board and TAC Meeting Schedule.

ACTION: *Director Mallet* moved and *Director McCoy* seconded. Passed unanimously.

DISCUSSION: *Executive Director Jerry Bradshaw* explained that the draft calendar schedule has changed in January, with a recommendation to move the Board meeting to the fifth Friday. Also to avoid Memorial Day weekend in May, the Board meeting will be on a fifth Friday.

10. Employment Agreement – Interim Executive Director

ACTION: *Director Myrick* moved to approve and *Director Boozé* seconded. Passed unanimously.

DISCUSSION: *ED Bradshaw* explained due to a PERS conflict, it is necessary for his employment to move from a 3rd party agreement, thus becoming a WCCTAC employee. Costs would remain the same for WCCTAC.

STANDING ITEMS

11. Correspondence/Other Information

- a. Incoming
- b. Outgoing
- c. Workshops/Conferences/Events – no upcoming events
- d. Summary and Minutes of recent Technical Advisory Committee meetings
- e. Acronym List

12. Board and Staff Comments

- Board Member Comments, Conference/Meeting Reports (AB 1234 Requirement), and Announcements
- Report of CCTA Representatives (*Directors Abelson & Butt*)

Chair Abelson reviewed Measure J activity in West County in 2013. She stated that there were projects in every west county jurisdiction and summarized by saying it has been a good year with the CCTA team.

- Executive Director's Report:

13. Other Business

14. Adjourn.

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TO: WCCTAC Board

DATE: January 31, 2013

FR: Jerry Bradshaw, Interim Executive Director

RE: Program and Projects Status Report for December 2013 and January 2014

The following provides updates on programs and projects in the adopted FY 2014 Workplan. **Bold** indicates changes since the last report.

Advisory Committee

1. Planning

- a. Regional express lane network – The CCTA Executive Director reported on Nov. 14 that he met with executive staff at MTC, Alameda County Transportation Commission, and Solano Transportation Authority to discuss governance issues prior to adoption by MTC. They reviewed the Oversight Committee structure, the three tiers for project delivery, and the arrangements for various phases of work. It is WCCTAC staff's understanding that MTC's plan has I-80 on the first tier for project delivery. On 3/20/13, CCTA Board heard a presentation on the Express Lane System. They indicated that pricing would increase as average speed decreased, and when the average speed of the express lane dropped below 45mph, only HOV would be allowed. This may preclude portions of I-80 as candidates.
- b. SB 375 and One Bay Area Grant – OBAG was approved by CCTA on June 19th. Of the eight projects funded in this cycle, four were in West County. MTC and ABAG adopted Plan Bay Area on July 18, 2013.
- c. I-80 ICM –Work continued on the development of Incident Response Plan. The System Integrator has met with each participating agency to work out logistics for monitor and control links to the control system. Ramp closures have been necessary as the contractor has been constructing ramp metering facilities. Construction has started on the large gantries on the mainline freeway – lane shifts are evident at several locations along I-80. Caltrans finally received approval to hire a public outreach consultant and will have a consultant on board in early Spring 2014.
- d. San Pablo Dam Road Interchange – Phase 1 is in the right-of-way phase, and the design is at the 95% level. Phase 1 funding is now complete with award of STIP funding of \$9.2 million.
- e. Real-Time Ride Sharing Pilot Program – CCTA has completed the first phase of the Pilot Program and will issue a report for review shortly.
- f. Ferry & Intermodal Center planning efforts – The Countywide Working Group was initiated, with internal discussion focused on finding common ground in terms of the approaching WETA. The working group met on

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4/22/13 to discuss the South San Francisco case study, AB 935 and the process for considering potential new terminals/routes. **The working Group met again on December 17, 2013 to review a draft white paper discussing feasibility of various options. CCTA staff received comments and are developing a revised draft.**

- g. Richmond Pkwy Transit Center improvements – The RPTC Task Force met on 1/10/13 and received a presentation of the financial analysis results. In each of the parking garage alternatives, the cash flows showed no hope of being positive. The task force chose to focus future efforts on surface enhancement options. Governance was discussed, but no progress was made. A draft final report was circulated by AC Transit on May 24th. Staff provided comments back to AC Transit on May 29th.
- h. West County Safe Routes to School and Countywide Safe Routes to School Master Plan – Staff participated on the review panel for awarding applications for bridge funds (RM2) that fund the Safe Routes to Transit Cycle V grants. WCCTAC representation on the CCTA Oversight Committee is ED Jerry Bradshaw, and Task Force representation is Joanna Pallock
- i. Mobility management studies – No new efforts to report. **Following a presentation at the CCTA Board meeting of January 15, 2014, CCTA will bring a Countywide Mobility Management Plan to WCCTAC TAC and the Board in February.**
- j. General Plan Updates for Pinole, Richmond, and San Pablo –
- k. Local Specific Plans
 - i. WCCTAC staff participated in the Kick-off meeting for the *South Richmond Transportation Connectivity Study*, led by city staff and consultants from Nelson Nygaard.
 - ii. Staff attended the kick off meeting of the South Richmond Shoreline Specific Plan which is a long range (2015-2050) look at economic development along the south shoreline area of Richmond. Simultaneously a Connectivity Study is being prepared for the same area. Staff will continue to monitor both efforts.
 - iii. San Pablo Avenue Specific Plan (San Pablo) – No new information
 - iv. 23rd St. – San Pablo presented its proposed plan to the June 2010 TAC and received comments pertaining to the Action Plan and transit operations.
 - v. Pinole Draft Three Corridors Specific Plan, and Draft Zoning Code Update – No new information to report.
 - vi. Richmond Cutting Blvd/Del Norte Station – In May 2012, assisted Richmond staff in preparation of application for a Station Area Land Use Planning grant from MTC for development of a Cutting Blvd Specific Plan. Included in the I-80 ICM Project is an east-bound bus-only lane into Del Norte Station to facilitate the more expeditious movement of buses from the freeway into the station bays. The Bus-

Only lane has been opened and is being tested by WestCAT busses.
Early indications are that bus times are greatly improved

- vii. Staff is monitoring the County Downtown El Sobrante General Plan.
County staff has proposed a project scope and budget for a streetscape improvement project.

- l. Richmond Livable Corridors – no new information.
- m. Appian Way Study – A discussion draft of the Alternatives Study was issued in January 2013. No new information.
- n. CyberTran – no new information.
- o. Lawrence Berkeley National Laboratories – The *Richmond Bay Campus Draft EIR* was released in mid November. Staff comments included the recommendation for staff to refer to the Draft 2014 Action Plan. Comments are due on January 21, 2014. Staff continues to monitor planning activities.

2. Programming and Allocations

- a. Measure J Strategic Plan Update – Additional funding of \$17 million is being programmed in West County. Board made a recommendation for projects on 7/26/13.
- b. Transportation for Seniors and People with Disabilities – **Staff attended a Travel Training webinar at Alameda County Transportation Agency (ACTC).**
- c. Low-Income Student Bus Pass Program (SBPP) – **The AC Transit Board voted to keep senior/disabled and youth monthly fares at the same \$20 level despite staff recommendation to raise fares by \$3 per month. This is good news for the SBPP since more students can be served if fares don't go up.** On November 18, AC Transit announced that it will no longer require photos on youth Clipper cards. This policy change is a huge benefit for all families of west county students. They no longer have to physically show up with students at the AC Transit offices to take a photo. They can now apply by mail for their youth Clipper cards. On another note, AC Transit's Board held public hearings in the Fall on a proposed monthly fare increase for students, seniors and disabled riders.
- d. Sub-regional Transportation Needs – In December 2011, the Board authorized an initial allocation of \$140,000 from Measure J Program 28b to retain a consultant for the West Contra Costa Transportation Investment Study, with the understanding that additional funds will be necessary to complete the study, and the expectation that staff and Board will seek to secure outside funding to supplement Program 28b expenditures. In January 2012, the Board authorized the disbursement of \$187,000 from Program 28b to pay for West County's share of Operations and Maintenance costs associated with the Traffic Monitoring Element of the San Pablo Avenue Smart Corridors Program for FYs 2009-2012. Final installment of this was paid in July 2013.

3. Monitor and Participate in CCTA Committees – ongoing.
4. Action Plan Update – **Included on the Board packet.**
5. West Contra Costa Transportation Investment Study – on hold pending new Executive Director.
6. Grant Opportunities for West County Projects – nothing new.
7. Office Administration
 - a. **John Nemeth, WCCTAC's new Executive Director, started at WCCTAC on January 21, 2014.**
 - b. **Danelle Carey, WCCTAC's new TDM Manager, started at WCCTAC on January 13, 2014.**
 - c. **Temporary accounting staff continues to work on finalizing the audits for FY11 and FY12 as well as prepare FY13 accounts.**

Transportation Demand Management - Staff continues to manage the administration and implementation of the Guaranteed Ride Home, Employer Outreach, and Commute Incentives Program, and to interface with the larger regional and countywide 511 programs. Additional highlights for the reporting period include:

- **The new TDM Program Manager, Danelle Carey, joined WCCTAC on January 13, 2014. Danelle comes to WCCTAC via Solano Transportation Authority, an agency focused on serving Solano commuters and the local school bike/ped/rideshare programs. Linda Young will be coordinating with Danelle to transition all TDM activities.**
- **MTC and the BAAQMD are in the process of preparing information for outreach activities for the "Regional Commuter Benefit" program which was signed into law by the Governor on September 30, 2012. The Regional Commuter Benefit Program (SB 1339) calls for a pilot program for the Bay Area which requires businesses with 50 or more employees to provide commuter benefit options including pre-tax options for transit and vanpool.**

Subregional Transportation Mitigation Fee Program –

In May, the Board reviewed and conditionally approved Hercules' request for \$300,000 in STMP advance. In June, Hercules staff provided an update and the Board approved Hercules' request. On Oct 28, the Board reviewed and approved Richmond Community Redevelopment Agency's request for a Letter of No Prejudice (LONP) allowing the agency to proceed to incur costs for design and engineering work for the Nevin Ave Improvements: BART to 19th St Project in the amount of \$527,000. From October through January, project sponsors updated STMP project fact sheets and financial transmittal processes, preliminary to an update of the program's strategic plan. Through the TAC, staff aims to develop a strategic plan for the STMP that is updated every other year in parallel with the Measure J Strategic Plan updates. Staff attended the Hercules ITC groundbreaking on September 18th along with Chair Abelson, Director Calloway, Director Wilkins and staff from CCTA. No new information.

Other Reimbursable Projects – In December, the Board accepted and approved of the Transit Enhancement Strategic Plan and the Transit Wayfinding Signage Plan, thereby constituting completion of the project. No new information.

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WCCTAC

West Contra Costa Transportation Advisory Committee

2014 WCCTAC Board & TAC Meetings



WCCTAC Board Meeting - 7:45 am



TAC Meeting - 9 am

El Cerrito

Hercules

Pinole

Richmond

San Pablo

Contra Costa
County

AC Transit

BART

WestCAT

		WCCTAC Board Meeting - 7:45 am							TAC Meeting - 9 am						
		Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
January		29	30	31	1	2	3	4	29	30	1	2	3	4	5
		5	6	7	8	9	10	11	6	7	8	9	10	11	12
		12	13	14	15	16	17	18	13	14	15	16	17	18	19
		19	20	21	22	23	24	25	20	21	22	23	24	25	26
		26	27	28	29	30	31	1	27	28	29	30	31	1	2
February		2	3	4	5	6	7	8	3	4	5	6	7	8	9
		9	10	11	12	13	14	15	10	11	12	13	14	15	16
		16	17	18	19	20	21	22	17	18	19	20	21	22	23
		23	24	25	26	27	28	1	24	25	26	27	28	29	30
March		2	3	4	5	6	7	8	31	1	2	3	4	5	6
		9	10	11	12	13	14	15	7	8	9	10	11	12	13
		16	17	18	19	20	21	22	14	15	16	17	18	19	20
		23	24	25	26	27	28	29	21	22	23	24	25	26	27
April		30	31	1	2	3	4	5	28	29	30	1	2	3	4
		6	7	8	9	10	11	12	5	6	7	8	9	10	11
		13	14	15	16	17	18	19	12	13	14	15	16	17	18
		20	21	22	23	24	25	26	19	20	21	22	23	24	25
May		27	28	29	30	1	2	3	26	27	28	29	30	31	1
		4	5	6	7	8	9	10	2	3	4	5	6	7	8
		11	12	13	14	15	16	17	9	10	11	12	13	14	15
		18	19	20	21	22	23	24	16	17	18	19	20	21	22
June		25	26	27	28	29	30	31	23	24	25	26	27	28	29
		1	2	3	4	5	6	7	30	1	2	3	4	5	6
		8	9	10	11	12	13	14	7	8	9	10	11	12	13
		15	16	17	18	19	20	21	14	15	16	17	18	19	20
December		22	23	24	25	26	27	28	21	22	23	24	25	26	27
		29	30	1	2	3	4	5	28	29	30	31	1	2	3

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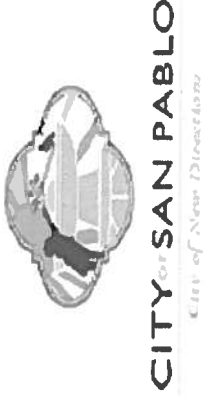
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General Ledger

Detailed Trial Balance

User: Jerry/B
 Printed: 01/23/2014 - 1:00PM
 Period: 05 to 06, 2014



Account Number	Description	Budget	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
770	WCCTAC Operations					
REVENUE						
770-0000-33403	Grants	0.00				
			0.00	0.00	0.00	0.00
770-0000-34010	770-0000-33403 Totals:					
	STMP Administration					
		0.00	0.00	0.00	0.00	0.00
770-0000-34111	770-0000-34010 Totals:	265,460.00				
	Member Contributions					
		265,460.00	0.00	0.00	0.00	0.00
770-0000-36102	770-0000-34111 Totals:	0.00				
	Interest					
	Var: 265,460.00					
770-0000-39906	770-0000-36102 Totals:	0.00	-175.85	0.00	0.00	-175.85
	Other Revenue					
		0.00				
770-0000-39999	770-0000-39906 Totals:	0.00	0.00	0.00	0.00	0.00
	Transfers In					
		0.00				
	770-0000-39999 Totals:		0.00	0.00	0.00	0.00
	770-0000 REVENUE Totals:	265,460.00	-175.85	0.00	0.00	-175.85
	REVENUE Totals:	265,460.00	-175.85	0.00	0.00	-175.85
EXPENSE						
770-7700	WCCTAC Operations					
770-7700-41000	Salary	140,942.00				
11/14/2013 PR	5 53 Computer Checks Batch 00015.11.2013			3,471.65	0.00	
11/26/2013 PR	5 112 Computer Checks Batch 00030.11.2013			3,104.33	0.00	
12/12/2013 PR	6 57 Computer Checks Batch 00015.12.2013			2,970.07	0.00	
12/19/2013 PR	6 97 Computer Checks Batch 00031.12.2013			4,064.01	0.00	

Account Number	Description	Budget	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
770-7700-41001	770-7700-41000 Totals: Part Time Employees	140,942.00 0.00	26,699.99	13,610.06	0.00	40,310.05
770-7700-41002	770-7700-41001 Totals: Buy Back Compensation	0.00 0.00	0.00	0.00	0.00	0.00
770-7700-41105	770-7700-41002 Totals: Workers Compensation	0.00 5,400.00	0.00	0.00	0.00	0.00
11/5/2013 AP	5 14 MPA111111 - MPA Ck# 108167			865.60	0.00	
770-7700-41200	770-7700-41105 Totals: PERS Retirement	5,400.00 20,800.00	5,468.38	865.60	0.00	6,333.98
11/14/2013 PR	5 53 Computer Checks Batch 00015.11.2013			408.35	0.00	
11/20/2013 AP	5 88 CALPERS1 - California Public Employees Retirement Ck# 0			0.00	1.00	
11/26/2013 PR	5 112 Computer Checks Batch 00030.11.2013			362.81	0.00	
12/12/2013 PR	6 57 Computer Checks Batch 00015.12.2013			346.16	0.00	
12/19/2013 PR	6 97 Computer Checks Batch 00031.12.2013			481.84	0.00	
770-7700-41310	770-7700-41200 Totals: Medical Insurance	20,800.00 24,000.00	3,133.72	1,599.16	1.00	4,731.88
11/14/2013 PR	5 53 Computer Checks Batch 00015.11.2013			1,529.33	0.00	
11/26/2013 PR	5 112 Computer Checks Batch 00030.11.2013			1,384.90	0.00	
12/12/2013 PR	6 57 Computer Checks Batch 00015.12.2013			1,913.18	0.00	
12/19/2013 PR	6 97 Computer Checks Batch 00031.12.2013			2,794.74	0.00	
770-7700-41311	770-7700-41310 Totals: Medical/Dental Ins. Retirees	24,000.00 1,200.00	11,958.01	7,622.15	0.00	19,580.16
11/26/2013 AP	5 111 HEALTHCA - Health Care Dental Trust			55.08	0.00	
12/4/2013 CR	6 21 Cobra WCCTAC Rudolph, John Ck# 0 # 42118			0.00	56.18	
12/4/2013 CR	6 21 Cobra WCCTAC Rudolph, John Cash Receipts Batch 16.00-12.00-2.013.00 # 42118			0.00	56.18	
12/14/2013 AP	6 61 HEALTHCA - Health Care Dental Trust			55.08	0.00	
12/14/2013 AP	6 62 HEALTHCA - Health Care Dental Trust			158.03	0.00	
770-7700-41400	770-7700-41311 Totals: Dental	1,200.00 2,400.00	341.70	268.19	112.36	497.53
11/26/2013 PR	5 112 Computer Checks Batch 00030.11.2013			181.00	0.00	
12/19/2013 PR	6 97 Computer Checks Batch 00031.12.2013			245.71	0.00	

Account Number	Description	Budget	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
770-7700-41500	770-7700-41400 Totals: Vision	2,400.00 600.00	778.29	426.71	0.00	1,205.00
11/14/2013 PR	5 53 Computer Checks Batch 00015.11.2013			22.73	0.00	
11/26/2013 PR	5 112 Computer Checks Batch 00030.11.2013			19.97	0.00	
12/12/2013 PR	6 57 Computer Checks Batch 00015.12.2013			17.85	0.00	
12/14/2013 AP	6 59 PRAMERIC - American Fidelity Assurance			18.75	0.00	
12/19/2013 PR	6 97 Computer Checks Batch 00031.12.2013			15.97	0.00	
	Ck# 0					
770-7700-41800	770-7700-41500 Totals: LTD Insurance	600.00 70.00	88.08	95.27	0.00	183.35
11/14/2013 PR	5 53 Computer Checks Batch 00015.11.2013			6.06	0.00	
11/26/2013 PR	5 112 Computer Checks Batch 00030.11.2013			3.91	0.00	
12/12/2013 PR	6 57 Computer Checks Batch 00015.12.2013			3.48	0.00	
12/19/2013 PR	6 97 Computer Checks Batch 00031.12.2013			11.49	0.00	
770-7700-41900	770-7700-41800 Totals: Medicare	70.00 2,050.00	35.18	24.94	0.00	60.12
11/14/2013 PR	5 53 Computer Checks Batch 00015.11.2013			43.68	0.00	
11/26/2013 PR	5 112 Computer Checks Batch 00030.11.2013			39.16	0.00	
12/12/2013 PR	6 57 Computer Checks Batch 00015.12.2013			37.47	0.00	
12/19/2013 PR	6 97 Computer Checks Batch 00031.12.2013			50.85	0.00	
770-7700-41902	770-7700-41900 Totals: FICA	2,050.00 0.00	336.81	171.16	0.00	507.97
770-7700-41903	770-7700-41902 Totals: Employee Assistance Program	0.00 800.00	0.00	0.00	0.00	0.00
11/5/2013 AP	5 14 CSACEXCE - CSAC Excess Insurance Authority			10.80	0.00	
	Ck# 108149					
770-7700-41904	770-7700-41903 Totals: Life Insurance	800.00 250.00	36.00	10.80	0.00	46.80
11/26/2013 PR	5 112 Computer Checks Batch 00030.11.2013			14.39	0.00	
12/19/2013 PR	6 97 Computer Checks Batch 00031.12.2013			19.89	0.00	
770-7700-41905	770-7700-41904 Totals: Benefits In Lieu	250.00 0.00	61.84	34.28	0.00	96.12
770-7700-41906	770-7700-41905 Totals: Bonds	0.00 0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
770-7700-41911	770-7700-41906 Totals: Liability Insurance	0.00 12,000.00	1,209.00	0.00	0.00	1,209.00
770-7700-41912	770-7700-41911 Totals: Unemployment Insurance	12,000.00 0.00	9,268.16	0.00	0.00	9,268.16
770-7700-41999	770-7700-41912 Totals: Employee Benefits	0.00 0.00	8,550.00	0.00	0.00	8,550.00
770-7700-42001	770-7700-41999 Totals: Communications	0.00 500.00	0.00	0.00	0.00	0.00
770-7700-43500	770-7700-42001 Totals: Office Supplies	500.00 2,500.00	0.00	0.00	0.00	0.00
11/25/2013 AP	5 95 BRADSHAW - Jerry Bradshaw	Ck# 108293		21.85	0.00	
11/25/2013 AP	5 95 BRADSHAW - Jerry Bradshaw	Ck# 108293		108.98	0.00	
11/25/2013 AP	5 95 BRADSHAW - Jerry Bradshaw	Ck# 108293		22.12	0.00	
770-7700-43600	770-7700-43500 Totals: Professional Services	2,500.00 148,805.00	1,356.54	152.95	0.00	1,509.49
11/11/2013 GL	5 1 Monthly Acctg Svs			365.46	0.00	
11/25/2013 AP	5 95 ACCOUNTB - Robert Half International, Inc.	Ck# 108336		976.50	0.00	
11/25/2013 AP	5 95 ACCOUNTB - Robert Half International, Inc.	Ck# 108336		651.00	0.00	
11/25/2013 AP	5 95 ACCOUNTB - Robert Half International, Inc.	Ck# 108336		976.50	0.00	
11/25/2013 AP	5 95 ACCOUNTB - Robert Half International, Inc.	Ck# 108336		976.50	0.00	
12/11/2013 GL	6 16 Monthly Acctg Svs			365.46	0.00	
12/12/2013 AP	6 56 ACCOUNTB - Robert Half International, Inc.	Ck# 108465		651.00	0.00	
12/12/2013 AP	6 56 ACCOUNTB - Robert Half International, Inc.	Ck# 108465		976.50	0.00	
12/12/2013 AP	6 56 ACCOUNTB - Robert Half International, Inc.	Ck# 108465		883.50	0.00	
12/12/2013 AP	6 56 BRADSHAW - Jerry Bradshaw	Ck# 108437		299.84	0.00	
12/12/2013 AP	6 56 CONCENTR - Concentra Medical Centers	Ck# 108486		205.50	0.00	
12/12/2013 AP	6 56 EMPSCREE - Employment Screening Services, Inc	Ck# 108487		34.00	0.00	
12/12/2013 AP	6 56 HORNENEE - BlinkTag Inc.	Ck# 108482		124.66	0.00	
12/12/2013 AP	6 56 HORNENEE - BlinkTag Inc.	Ck# 108482		75.00	0.00	
12/12/2013 AP	6 56 KENNEDYA - Francis Joseph Kennedy	Ck# 108450		7,972.25	0.00	
12/12/2013 AP	6 56 MANAGEPA - Management Partners Inc.	Ck# 108497		4,966.00	0.00	
12/12/2013 AP	6 56 MEYERSNA - Meyers Nave Professional Law Con	Ck# 108500		30.74	0.00	
12/12/2013 AP	6 56 MEYERSNA - Meyers Nave Professional Law Con	Ck# 108500		337.50	0.00	
12/18/2013 AP	6 96 ACCOUNTB - Robert Half International, Inc.	Ck# 108623		372.00	0.00	
12/18/2013 AP	6 96 ACCOUNTB - Robert Half International, Inc.	Ck# 108623		372.00	0.00	

Account Number	Description	Budget	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
12/18/2013 AP	6 96 KENNEDYA - Francis Joseph Kennedy	Ck# 108594		5,827.25	0.00	
12/18/2013 AP	6 96 KENNEDYA - Francis Joseph Kennedy	Ck# 108594		3,137.75	0.00	
770-7700-43600 Totals:	Var: 73,656.42					
770-7700-43900	Rent/Building	148,805.00	44,571.67	30,576.91	0.00	75,148.58
11/1/2013 GL	5 1 Monthly Rent	8,600.00				
12/1/2013 GL	6 16 Monthly Rent			655.08	0.00	
				655.08	0.00	
770-7700-43900 Totals:	Var: 4,669.52					
770-7700-44000	Special Department Expenses	8,600.00	2,620.32	1,310.16	0.00	3,930.48
		11,800.00				
770-7700-44000 Totals:	Var: 11,800.00					
770-7700-44320	Travel/Training	11,800.00	0.00	0.00	0.00	0.00
11/25/2013 AP	5 95 BRADSHAW - Jerry Bradshaw	8,000.00				
11/25/2013 AP	5 95 BRADSHAW - Jerry Bradshaw	Ck# 108293		7.50	0.00	
11/25/2013 AP	5 95 BRADSHAW - Jerry Bradshaw	Ck# 108293		5.00	0.00	
		Ck# 108293		6.25	0.00	
770-7700-44320 Totals:	Var: 7,147.29					
770-7700-49001	Building Maintenance	8,000.00	833.96	18.75	0.00	852.71
11/25/2013 AP	5 95 XEROXCCA - Xerox Corporation	7,300.00				
12/18/2013 AP	6 96 XEROXCCA - Xerox Corporation	Ck# 108357		110.55	0.00	
		Ck# 108648		110.55	0.00	
770-7700-49001 Totals:	Var: 6,752.80					
770-7700-49004	Comm/Util/Copies	7,300.00	326.10	221.10	0.00	547.20
		0.00				
770-7700-49004 Totals:						
770-7700-49005	PERS Side Fund	0.00	0.00	0.00	0.00	0.00
		0.00				
770-7700-49005 Totals:						
770-7700-49006	GASB 45 OPEB	0.00	0.00	0.00	0.00	0.00
		0.00				
770-7700-49006 Totals:						
770-7700-49006 EXPENSE Totals:						
		398,017.00	117,673.75	57,008.19	113.36	174,568.58
EXPENSE Totals:						
		398,017.00	117,673.75	57,008.19	113.36	174,568.58
770 Totals:						
WCCTAC TDM		-132,557.00	117,497.90	57,008.19	113.36	174,392.73
REVENUE						
772-0000-33403	Grants	520,427.00				

Account Number	Description	Budget	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
772-0000-39906	772-0000-33403 Totals:	520,427.00				
11/19/2013 CR	Other Revenue	0.00	0.00	0.00	0.00	0.00
	5 76 Other Revenue Contra Costa Trans. Auth.	# 41683		0.00	22,500.86	
	Cash Receipts Batch 47.00-11.00-2,013.00					
772-0000-39999	772-0000-39906 Totals:	0.00	-89,000.00	0.00	22,500.86	-111,500.86
	Transfers In	0.00				
	772-0000-39999 Totals:	0.00	0.00	0.00	0.00	0.00
	772-0000 REVENUE Totals:	520,427.00	-89,000.00	0.00	22,500.86	-111,500.86
	REVENUE Totals:	520,427.00	-89,000.00	0.00	22,500.86	-111,500.86
EXPENSE						
772-7720	WCCTAC TDM					
772-7720-41000	Salary	145,112.00				
11/14/2013 PR	5 53 Computer Checks Batch 00015.11.2013			1,935.57	0.00	
11/19/2013 PR	5 70 Computer Checks Batch 00020.11.2013			1,762.56	0.00	
11/26/2013 PR	5 112 Computer Checks Batch 00030.11.2013			2,302.89	0.00	
12/12/2013 PR	6 57 Computer Checks Batch 00015.12.2013			2,437.15	0.00	
12/16/2013 PR	6 63 Computer Checks Batch 00020.12.2013			1,591.20	0.00	
12/19/2013 PR	6 97 Computer Checks Batch 00031.12.2013			1,343.21	0.00	
772-7720-41001	772-7720-41000 Totals:	145,112.00	52,091.32	11,372.58	0.00	63,463.90
11/4/2013 PR	Part Time Employees	0.00				
12/4/2013 PR	5 2 Computer Checks Batch 00005.11.2013			1,321.92	0.00	
	6 15 Computer Checks Batch 00005.12.2013			1,346.40	0.00	
772-7720-41002	772-7720-41001 Totals:	0.00	0.00	2,668.32	0.00	2,668.32
	Buy Back Compensation	0.00				
772-7720-41105	772-7720-41002 Totals:	0.00	0.00	0.00	0.00	0.00
11/5/2013 AP	Workers Compensation	3,400.00				
11/5/2013 AP	5 14 MPA111111 - MPA			191.78	0.00	
11/5/2013 AP	5 14 MPA111111 - MPA			215.36	0.00	
11/5/2013 AP	5 14 MPA111111 - MPA			401.33	0.00	
11/5/2013 AP	5 14 MPA111111 - MPA			60.14	0.00	
11/5/2013 AP	5 14 MPA111111 - MPA			66.01	0.00	
	772-7720-41105 Totals:	3,400.00	8.08	934.62	0.00	942.70

Account Number	Description	Budget	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
772-7720-41200	PERS Retirement	28,500.00				
11/14/2013 PR	5 53 Computer Checks Batch 00015.11.2013			218.26	0.00	
11/26/2013 PR	5 112 Computer Checks Batch 00030.11.2013			263.80	0.00	
12/12/2013 PR	6 57 Computer Checks Batch 00015.12.2013			280.45	0.00	
12/19/2013 PR	6 97 Computer Checks Batch 00031.12.2013			144.77	0.00	
772-7720-41200 Totals:	Var: 22,373.63	28,500.00	5,219.09	907.28	0.00	6,126.37
772-7720-41310	Medical Insurance	31,500.00				
11/14/2013 PR	5 53 Computer Checks Batch 00015.11.2013			747.94	0.00	
11/26/2013 PR	5 112 Computer Checks Batch 00030.11.2013			892.37	0.00	
12/12/2013 PR	6 57 Computer Checks Batch 00015.12.2013			1,889.99	0.00	
12/19/2013 PR	6 97 Computer Checks Batch 00031.12.2013			1,008.43	0.00	
772-7720-41310 Totals:	Var: 15,352.08	31,500.00	11,609.19	4,538.73	0.00	16,147.92
772-7720-41400	Dental Insurance	2,950.00				
11/26/2013 PR	5 112 Computer Checks Batch 00030.11.2013			158.80	0.00	
12/19/2013 PR	6 97 Computer Checks Batch 00031.12.2013			87.85	0.00	
772-7720-41400 Totals:	Var: 1,710.64	2,950.00	992.71	246.65	0.00	1,239.36
772-7720-41500	Vision Care	750.00				
11/14/2013 PR	5 53 Computer Checks Batch 00015.11.2013			14.77	0.00	
11/26/2013 PR	5 112 Computer Checks Batch 00030.11.2013			17.53	0.00	
12/12/2013 PR	6 57 Computer Checks Batch 00015.12.2013			13.40	0.00	
12/19/2013 PR	6 97 Computer Checks Batch 00031.12.2013			2.78	0.00	
772-7720-41500 Totals:	Var: 433.35	750.00	268.17	48.48	0.00	316.65
772-7720-41800	LTD Insurance	700.00				
11/14/2013 PR	5 53 Computer Checks Batch 00015.11.2013			11.31	0.00	
11/26/2013 PR	5 112 Computer Checks Batch 00030.11.2013			13.46	0.00	
12/12/2013 PR	6 57 Computer Checks Batch 00015.12.2013			13.89	0.00	
12/19/2013 PR	6 97 Computer Checks Batch 00031.12.2013			5.88	0.00	
772-7720-41800 Totals:	Var: 335.64	700.00	319.82	44.54	0.00	364.36
772-7720-41900	Medicare	1,950.00				
11/4/2013 PR	5 2 Computer Checks Batch 00005.11.2013			19.17	0.00	
11/14/2013 PR	5 53 Computer Checks Batch 00015.11.2013			23.77	0.00	
11/19/2013 PR	5 70 Computer Checks Batch 00020.11.2013			25.56	0.00	
11/26/2013 PR	5 112 Computer Checks Batch 00030.11.2013			28.29	0.00	
12/4/2013 PR	6 15 Computer Checks Batch 00005.12.2013			19.52	0.00	
12/12/2013 PR	6 57 Computer Checks Batch 00015.12.2013			29.98	0.00	
12/16/2013 PR	6 63 Computer Checks Batch 00020.12.2013			23.07	0.00	

Account Number	Description	Budget	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
12/19/2013 PR	6 97 Computer Checks Batch 00031.12.2013			16.60	0.00	
772-7720-41903	772-7720-41900 Totals:					
11/5/2013 AP	5 14 CSACEXCE - CSAC Excess Insurance Authority Ck# 108149	1,950.00 800.00	672.87	185.96	0.00	858.83
772-7720-41904	772-7720-41903 Totals:					
11/26/2013 PR	5 112 Computer Checks Batch 00030.11.2013	800.00 300.00	0.00	25.20	0.00	25.20
12/19/2013 PR	6 97 Computer Checks Batch 00031.12.2013			12.61 7.11	0.00 0.00	
772-7720-41905	772-7720-41904 Totals:					
	Benefits in Lieu	300.00 0.00	100.16	19.72	0.00	119.88
772-7720-41906	772-7720-41905 Totals:					
	Bonds	0.00 0.00	0.00	0.00	0.00	0.00
772-7720-41911	772-7720-41906 Totals:					
	Liability Insurance	0.00 0.00	0.00	0.00	0.00	0.00
772-7720-42001	772-7720-41911 Totals:					
	Communication	0.00 1,500.00	0.00	0.00	0.00	0.00
772-7720-43300	772-7720-42001 Totals:					
	Memberships/Subscriptions	1,500.00 0.00	0.00	0.00	0.00	0.00
772-7720-43500	772-7720-43300 Totals:					
11/25/2013 AP	5 95 PITNEYSU - Pitney Bowes Inc. Ck# 108331	0.00 2,400.00	0.00	0.00	0.00	0.00
772-7720-43501	772-7720-43500 Totals:					
11/25/2013 AP	5 95 XEROXCCA - Xerox Corporation Ck# 108357	2,400.00 14,000.00	1,266.50	59.85	0.00	1,326.35
11/25/2013 AP	5 95 XEROXCCA - Xerox Corporation Ck# 108357			100.10	0.00	
11/25/2013 AP	5 95 XEROXCCA - Xerox Corporation Ck# 108357			75.00	0.00	
11/25/2013 AP	5 95 XEROXCCA - Xerox Corporation Ck# 108357			110.00	0.00	
12/18/2013 AP	6 96 XEROXCCA - Xerox Corporation Ck# 108648			33.99	0.00	
12/18/2013 AP	6 96 XEROXCCA - Xerox Corporation Ck# 108648			100.00	0.00	
12/18/2013 AP	6 96 XEROXCCA - Xerox Corporation Ck# 108648			80.00	0.00	
12/18/2013 AP	6 96 XEROXCCA - Xerox Corporation Ck# 108648			100.43	0.00	
12/18/2013 AP	6 96 XEROXCCA - Xerox Corporation Ck# 108648			24.00	0.00	

Account Number	Description	Budget	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
772-7720-43502	772-7720-43501 Totals: TDM Postage	14,000.00 5,000.00	11,085.00	623.52	0.00	11,708.52
772-7720-43600	772-7720-43502 Totals: Professional Services	5,000.00 141,295.00	0.00	0.00	0.00	0.00
11/1/2013 GL	5 1 Monthly Acctg Svs/707					
11/25/2013 AP	5 95 ACCOUNTS - Robert Half International, Inc.	Ck# 108336		548.20	0.00	
11/25/2013 AP	5 95 ACCOUNTS - Robert Half International, Inc.	Ck# 108336		976.50	0.00	
11/25/2013 AP	5 95 ACCOUNTS - Robert Half International, Inc.	Ck# 108336		651.00	0.00	
11/25/2013 AP	5 95 ACCOUNTS - Robert Half International, Inc.	Ck# 108336		976.50	0.00	
12/1/2013 GL	6 16 Monthly Acctg Svs/707			976.50	0.00	
12/12/2013 AP	6 56 ACCOUNTS - Robert Half International, Inc.	Ck# 108465		548.20	0.00	
12/12/2013 AP	6 56 ACCOUNTS - Robert Half International, Inc.	Ck# 108465		651.00	0.00	
12/12/2013 AP	6 56 ACCOUNTS - Robert Half International, Inc.	Ck# 108465		976.50	0.00	
12/12/2013 AP	6 56 KENNEDYA - Francis Joseph Kennedy	Ck# 108450		883.50	0.00	
				4,292.75	0.00	
772-7720-43900	772-7720-43600 Totals: Rent/Building	141,295.00 12,270.00	19,361.55	11,480.65	0.00	30,842.20
11/1/2013 GL	5 1 Monthly Rent / 707			982.63	0.00	
12/1/2013 GL	6 16 Monthly Rent / 707			982.63	0.00	
772-7720-44000	772-7720-43900 Totals: Special Department Expenses	12,270.00 84,000.00	3,930.52	1,965.26	0.00	5,895.78
12/12/2013 AP	6 56 CIRICHMO - Richmond, City of	Ck# 108464		4,959.00	0.00	
772-7720-44001	772-7720-44000 Totals: Public Information / Workshops	84,000.00 40,000.00	2,477.74	4,959.00	0.00	7,436.74
772-7720-44320	772-7720-44001 Totals: Travel/Training	40,000.00 4,000.00	0.00	0.00	0.00	0.00
772-7720-49001	772-7720-44320 Totals: Building Maintenance	4,000.00 0.00	132.78	0.00	0.00	132.78
772-7720-49004	772-7720-49001 Totals: Comm/Util/Copies	0.00 0.00	0.00	0.00	0.00	0.00
	772-7720-49004 Totals:	0.00	0.00	0.00	0.00	0.00
	772-7720 EXPENSE Totals:	520,427.00	109,535.50	40,080.36	0.00	149,615.86

Account Number	Description	Budget	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
772-7730	STMP					
772-7730-41000	Salary	0.00				
	772-7730-41000 Totals:		0.00	0.00	0.00	0.00
	772-7730 EXPENSE Totals:					
	EXPENSE Totals:					
		520,427.00	109,535.50	40,080.36	0.00	149,615.86
	772 Totals:	0.00	20,535.50	40,080.36	22,500.86	38,115.00
	STMP					
773						
REVENUE						
773-0000-34010	STMP Administration	2,500.00				
	773-0000-34010 Totals:	2,500.00	0.00	0.00	0.00	0.00
	CC County STMP Fees	20,000.00				
	773-0000-34310 Totals:	20,000.00	0.00	0.00	0.00	0.00
773-0000-34315	El Cerrito STMP Fees	5,000.00				
	773-0000-34315 Totals:	5,000.00	0.00			0.00
	Hercules STMP Fees	50,000.00				
	773-0000-34320 Totals:	50,000.00	0.00	0.00	0.00	0.00
773-0000-34325	Pinole STMP Fees	0.00				
	773-0000-34325 Totals:	0.00	0.00	0.00	0.00	0.00
	Richmond STMP Fees	5,000.00				
	773-0000-34330 Totals:	5,000.00	0.00	0.00	0.00	0.00
773-0000-34330	5 76 STMP Fees City of Richmond					
11/19/2013 CR	# 41682				5,788.00	
	Cash Receipts Batch 47.00-11.00-2,013.00					
	773-0000-34330 Totals:	5,000.00	0.00	0.00	5,788.00	-5,788.00
773-0000-34335	San Pablo STMP Fees	112,064.00				
	773-0000-34335 Totals:	112,064.00	0.00	0.00	0.00	0.00
773-0000-36102	Interest	0.00				
	773-0000-36102 Totals:	0.00	-907.25	0.00	0.00	-907.25
773-0000-39906	Other Revenue	0.00				
	773-0000-39906 Totals:	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	773-0000 REVENUE Totals:	194,564.00	-907.25	0.00	5,788.00	-6,695.25
EXPENSE	REVENUE Totals:	194,564.00	-907.25	0.00	5,788.00	-6,695.25
773-7730	STMP					
773-7730-41000	Salary	1,500.00				
	Var: 1,500.00					
773-7730-41001	773-7730-41000 Totals:	1,500.00	0.00	0.00	0.00	0.00
	Part Time Employees	0.00				
773-7730-41200	773-7730-41001 Totals:	0.00	0.00	0.00	0.00	0.00
	PERS Retirement	0.00				
773-7730-41310	773-7730-41200 Totals:	0.00	0.00	0.00	0.00	0.00
	Medical Insurance	0.00				
773-7730-41900	773-7730-41310 Totals:	0.00	0.00	0.00	0.00	0.00
	Medicare	0.00				
773-7730-41902	773-7730-41900 Totals:	0.00	0.00	0.00	0.00	0.00
	FICA	0.00				
773-7730-43500	773-7730-41902 Totals:	0.00	0.00	0.00	0.00	0.00
	Office Supplies	0.00				
773-7730-43600	773-7730-43500 Totals:	0.00	0.00	0.00	0.00	0.00
	Professional Services	187,200.00				
773-7730-43900	773-7730-43600 Totals:	187,200.00	0.00	0.00	0.00	0.00
	Rent/Building	0.00				
773-7730-44000	773-7730-43900 Totals:	0.00	0.00	0.00	0.00	0.00
	Special Department Expense	0.00				
773-7730-44320	773-7730-44000 Totals:	0.00	0.00	0.00	0.00	0.00
	Travel/Training	0.00				
773-7730-49001	773-7730-44320 Totals:	0.00	0.00	0.00	0.00	0.00
	Building Maintenance	0.00				

Account Number	Description	Budget	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
773-7730-49001 Totals:		0.00	0.00	0.00	0.00	0.00
773-7730 EXPENSE Totals:						
EXPENSE Totals:		188,700.00	0.00	0.00	0.00	0.00
		188,700.00	0.00	0.00	0.00	0.00
773 Totals:		5,864.00	-907.25	0.00	5,788.00	-6,695.25
774 REVENUE	WCCTAC Special Projects					
774-0000-33403	Grants	30,000.00				
774-0000-36102	774-0000-33403 Totals:	30,000.00	0.00	0.00	0.00	0.00
	Interest	0.00				
774-0000-39906	774-0000-36102 Totals:	0.00	-29.38	0.00	0.00	-29.38
	Other Revenue	12,900.00				
774-0000-39999	774-0000-39906 Totals:	12,900.00	-60,194.64	0.00	0.00	-60,194.64
	Transfers In	0.00				
774-0000-39999 Totals:		0.00	0.00	0.00	0.00	0.00
EXPENSE						
774-7740	774-0000 REVENUE Totals:	42,900.00	-60,224.02	0.00	0.00	-60,224.02
774-7740-41000	REVENUE Totals:	42,900.00	-60,224.02	0.00	0.00	-60,224.02
774-7740-41200	WCCTAC Special Projects					
	Salary	0.00				
774-7740-41200 Totals:		0.00	0.00	0.00	0.00	0.00
774-7740-41310	774-7740-41000 Totals:	0.00	0.00	0.00	0.00	0.00
	PERS Retirement	0.00				
774-7740-41800	774-7740-41200 Totals:	0.00	0.00	0.00	0.00	0.00
	Medical Insurance	0.00				
774-7740-41900	774-7740-41310 Totals:	0.00	0.00	0.00	0.00	0.00
	LTD Insurance	0.00				
	774-7740-41800 Totals:	0.00	0.00	0.00	0.00	0.00
	Medicare	0.00				

Account Number	Description	Budget	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
774-7740-41904	774-7740-41900 Totals: Life Insurance	0.00 0.00	0.00	0.00	0.00	0.00
774-7740-41911	774-7740-41904 Totals: Liability Insurance	0.00 0.00	0.00	0.00	0.00	0.00
774-7740-43500	774-7740-41911 Totals: Office Supplies	0.00 0.00	0.00	0.00	0.00	0.00
774-7740-43600	774-7740-43500 Totals: Professional Services	0.00 100,000.00	0.00	0.00	0.00	0.00
774-7740-44000	774-7740-43600 Totals: Special Department Expense	100,000.00 59,000.00	20,375.00	0.00	0.00	20,375.00
774-7740-44320	774-7740-44000 Totals: Travel and Training	59,000.00 0.00	0.00	0.00	0.00	0.00
774-7740-49001	774-7740-44320 Totals: Building Maintenance	0.00 0.00	0.00	0.00	0.00	0.00
	774-7740-49001 Totals:	0.00	0.00	0.00	0.00	0.00
	774-7740 EXPENSE Totals:	159,000.00	20,375.00	0.00	0.00	20,375.00
	EXPENSE Totals:	159,000.00	20,375.00	0.00	0.00	20,375.00
	774 Totals:	-116,100.00	-39,849.02	0.00	0.00	-39,849.02
	Report Totals:	-242,793.00	97,277.13	97,088.55	28,402.22	165,963.46

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**WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE
RESOLUTION NO. 2014 - 01**

APPOINTING JOHN C. NEMETH AS EXECUTIVE DIRECTOR

WHEREAS, the Board of Directors of the West Contra Costa Transportation Advisory Committee (WCCTAC) desires to appoint John C. Nemeth, to the position of Executive Director of WCCTAC, and to serve in said position for and during the pleasure of the Board of Directors; and

WHEREAS, John C. Nemeth possesses the education, qualifications and experience necessary to serve as the Executive Director.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the West Contra Costa Transportation Advisory Committee does hereby appoint John C. Nemeth as Executive Director, effective January 21, 2014.

The foregoing Resolution was adopted by the WCCTAC Board at a regular meeting on January 31, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Janet Abelson, Chair

Attest:

Jerry Bradshaw, Interim Executive Director

Approved as to Form:

Benjamin T. Reyes II, General Counsel

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TO: WCCTAC Board

DATE: January 31, 2014

FR: Jerry Bradshaw, Interim Executive Director

RE: City of San Pablo Services Agreement

REQUESTED ACTION

It is requested that the WCCTAC Board do the following:

1. Authorize the Executive Director to execute a Service Agreement with the City of San Pablo for financial and IT services for a base monthly charge of \$4,459 plus hourly rates for special services and an escalation clause.
2. Amend the FY 2013-14 Budget to add \$22,500 of undesignated reserves to various accounts to fund the higher cost of the Service Agreement.

BACKGROUND

At its December 2013 meeting the Board was notified by staff that the City of San Pablo was terminating the long-standing services agreement whereby the City provided WCCTAC with financial and other administrative support services. Since the inception of WCCTAC in 1990 the City of San Pablo has performed WCCTAC's financial services including payroll, accounts payable & receivable, and benefits administration. During that time WCCTAC has paid for those services; the current monthly rate stands at \$914.

In his November 5, 2013 letter, San Pablo's City Manager cited the need to terminate the old agreement, but offered to enter into a new agreement with a significantly higher monthly charge. Staff presented the board with three options:

1. Accept the terms for a new agreement and move forward with the City under those terms along with a budget adjustment of \$22,500 (for the remainder of this fiscal year).
2. Accept the termination of the old agreement (which would carry WCCTAC through the end of the next fiscal quarter, March 31st) and make other arrangements for financial, IT and HR services.
3. Blend the options above: Accept the new terms, and direct staff to explore options for alternative arrangements. This, too, would require a budget adjustment of \$22,500.

The Board directed staff to pursue Option 3. Pursuant to that direction, staff worked with the City to finalize a draft agreement that includes a base monthly fee of \$4,459 plus hourly fees for specialty services such as Human Resources. The San Pablo City Council approved the agreement at their January 13th meeting.

ANALYSIS

The draft agreement is similar to prior agreements. The scope has been modified to reflect the full scope of services to be provided by the City's Finance and Information Technology departments. There are also hourly fees identified for services that fall outside the base scope of work. The indemnification clause was also modified to reflect that WCCTAC now has its own contract with CalPERS, and therefore will hold the City harmless for past administration and processing of PERS membership for WCCTAC.

FISCAL CONSIDERATIONS

The base monthly cost of this agreement is \$4,459, which is \$3,545 more than the previous monthly rate. Assuming a modest use of special services at various hourly rates, it is expected that the fiscal impact of this executing this agreement over the remaining six months of the fiscal year will be \$22,500. Staff is requesting a supplemental budget appropriation of \$22,500. The current budget included a contingency of \$120,000, which will be ample to cover this appropriation.

Attachment: Draft Service Agreement between the WCCTAC and the City of San Pablo

SERVICE AGREEMENT
between
WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE
and the
CITY OF SAN PABLO

This AGREEMENT is made and entered into on January 1, 2014 by and between the West Contra Costa Transportation Advisory Committee, a Joint Powers Agency existing under the laws of the State of California, hereinafter referred to as "WCCTAC," and the City of San Pablo, a municipal corporation, hereinafter referred to as "CITY." During the period between the termination of the 1998 Service Agreement, last amended by Resolution 2006-159 and the execution of this Agreement, both WCCTAC and CITY satisfactorily performed the services and duties required, and CITY was paid \$914 per month for its services.

RECITALS

- A. WCCTAC requires certain professional services hereinafter described.
- B. WCCTAC desires to continue obtaining these services from CITY because:
 - 1. CITY, as one of the signatory agencies of the West Contra Costa Transportation Advisory Committee, is legally authorized to provide the needed services; and,
 - 2. CITY staff is qualified by education, experience, and proximity to perform the required duties and has done so satisfactorily since 1991;
- C. In 1998, City of San Pablo entered into a service agreement with WCCTAC, amending and formalizing a relationship under which WCCTAC staff utilizes the professional services of the City's Finance Department and reimburses the City for such costs.
- D. Over the years, CITY has taken on additional administrative functions for WCCTAC, which functions have become more complex and time-consuming, including benefits administration, financial management and management of information technology resources and systems.
- E. Due to CITY's economic realities, current workload capacity and the additional workload created by the unforeseen separation of WCCTAC from the City's CalPERS contract, CITY has determined that the current service contract is unsustainable and that CITY's charge to WCCTAC for services is inadequate. City, therefore, proposes that WCCTAC pay its full share of the cost to provide required services.
- F. CITY has determined that it no longer desires to include WCCTAC and its employees as part of their pooled insurance coverage which includes worker's compensation, liability, employment liability and other various benefits.
- G. WCCTAC has a separate lease agreement with CITY for office space.

- H. WCCTAC, through its contracting power, and CITY desire to agree in writing to new terms and conditions of CITY administrative services to WCCTAC. WCCTAC's status as a separate entity will be maintained and reflected in financial reports and records.

NOW THEREFORE, IT IS AGREED as follows:

SECTION 1 - TERMS OF AGREEMENT

This Agreement shall be effective on February 1, 2014 and shall continue in full force and effect until terminated by either party in accordance with Section Five (§5) of this agreement.

SECTION 2 - AGREEMENT

- A. Finance Manager of the City of San Pablo, or person acting in such capacity, will be designated the depository and custodian of WCCTAC funds and will serve as treasurer and controller/auditor for WCCTAC in accordance with the requirements of §6505 of the Government Code of the State of California.
- B. CITY shall perform routine Operational Services of the Finance and Information Technology Departments as part of the monthly service fee. WCCTAC shall reimburse CITY for Special Services at the established hourly rates.
- C. WCCTAC hereby agrees to utilize these and other related and legally permissible and proper services from CITY.
- D. CITY agrees that CITY staff shall perform its duties in accordance with professional and ethical standards and shall comply with all general rules and regulations established by WCCTAC and the agencies and departments with which it contracts.
- E. CITY agrees that professional staff within the Finance Department and Information Technology Department shall be available to carry out all aspects of this agreement and to attend WCCTAC or WCCTAC-TAC meetings when necessary to explain or elaborate on the work performed.
- F. WCCTAC will procure a bond to ensure that bonding requirements as set forth in California Government Code Section 6505.5 (b) are met.

SECTION 3 - SERVICES

In consideration of the payment herein described, CITY shall perform the needed financial, information technology and related services for WCCTAC to the extent that such assistance does not interfere with the needs of CITY.

WCCTAC shall examine documents submitted by CITY and shall take action and render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of CITY'S work.

Operational Services: Finance

CITY staff will provide the following Operational Services under the joint authority of the San Pablo Finance Manager and the WCCTAC Executive Director:

- A. Receive and receipt for all WCCTAC money and place it in the fund designated to the credit of WCCTAC;
- B. From such fund, provide treasury, accounting, payroll and associated payroll deductions, and related support services to WCCTAC, WCCTAC-TAC and WCCTAC staff;
- C. Provide a financial system whereby WCCTAC staff can track and allocate project expenses, thus enabling WCCTAC staff to prepare monthly invoices and required documentation for the Contra Costa Transportation Authority;
- D. Be responsible for the safekeeping of all WCCTAC funds;
- E. Upon receipt of proper authorization and documentation, process all purchase orders and issue all checks required for WCCTAC operations, including those to regular WCCTAC employees, contractors and vendors;
- F. Manage WCCTAC financial transactions on a fiscally sound basis in accordance with Generally Accepted Accounting Principles (GAAP);
- G. At least monthly, provide to WCCTAC an accounting of revenues received and disbursements occurring since the last reporting period;
- H. Arrange for an annual audit of WCCTAC accounts by an outside certified public accountant, with costs of the audit to be paid for by WCCTAC;
- I. Within 90 days of the close of the WCCTAC fiscal year, prepare the annual Treasurer's Report required by Section 13 (d) of the WCCTAC Joint Powers Agreement which reads: The Treasurer of WCCTAC funds shall have custody of all WCCTAC funds and shall verify and report in writing within ninety (90) days after the close of the fiscal year ended June 30th to the Board and to the contracting Agencies to this agreement the amount of money the Treasurer holds for the Board, the amount of receipts and the amount paid out since the last report to the Board;
- J. Input data for all payroll-related deductions supported by WCCTAC;
- K. Perform other related financial duties as requested by the Executive Director or the Chair of WCCTAC on a time and materials basis, upon the approval of San Pablo's City Manager.

Operational Services: Information Technology

CITY staff will provide the following Operational Services under the joint authority of the San Pablo Information Technology Manager, the WCCTAC Executive Director, and the Chair of WCCTAC:

- A. Provide information technology assistance for those services necessary for WCCTAC's routine, day-to-day operations;
- B. Maintain the LAN (local area network) and the WCCTAC computer and phone equipment that match CITY equipment at an operational level of usability, subject to hardware, software and power outages;
- C. Provide the same level of service to WCCTAC operations as received by other CITY departments including security updates, software patches, printer liaison with the vendor, and network backup and storage.

Special Services

Those services not specifically mentioned above shall be considered Special Services not covered under the monthly fee for Operational Services and shall be subject to reimbursement on a time and materials basis, including special financial reporting requirements; grant management; special accounting requirements and system setups; fringe benefit enrollment or administration that goes beyond data input; any required access to CITY Personnel staff, including, but not limited to consultation and setup of WCCTAC human resources (HR) systems, updates or guidance on implementing HR personnel rules and regulations, management of personnel-related programs such as FMLA, etc.; software and hardware upgrades beyond the City's standard Windows Operating System or Office Suite, data generation, report generation, workstation backup, or any other occasional project that is outside the realm of routine day-to-day Information Technology (IT) operations.

SECTION 4 - COMPENSATION

- A. Beginning on January 1, 2014 and continuing until this Agreement expires or is amended, in consideration for the satisfactory performance of duties as set forth in Sections Two and Three (§2 and §3) above, WCCTAC agrees to pay CITY a monthly fee of four thousand four hundred fifty-nine dollars (\$4,459).
- B. Additionally, WCCTAC agrees to pay to CITY the following hourly amounts for staff expenses (labor and overhead) for Special Services that are beyond the scope of routine Operational Services described in Section Three above:

Finance Department	Hourly Rate	IT and Personnel Departments	Hourly Rate
Finance Manager	\$ 94.85	Information Technology Manager	\$ 91.56
Finance Supervisor	\$ 74.05	Information Technology Administrator	\$ 68.85
Accountant	\$ 62.66	Information Technology Technician	\$ 63.38
Fiscal Clerk II	\$ 49.24	Computer Intern	\$ 15.40
Fiscal Clerk I	\$ 44.19	Assistant to City Manager / Personnel	\$ 90.16
Administrative Intern	\$ 15.40	Executive Assistant / Personnel	\$ 56.62

- C. Both the monthly fee and the hourly rates shall increase every July 1st in accordance with increases in the Consumer Price Index (CPI-W) for the San Francisco Bay Area as of April 1 of each year, provided, however, that such increase shall not be less than three (3.0) percent or more than six (6.0) percent.

SECTION 5 - TERMINATION

Without limitation to rights or remedies as otherwise exist by law, WCCTAC or CITY shall have the right to terminate this agreement for any reason, upon sixty (60) days written notice to the other party.

However, due to the legal requirements for accurate and timely financial information, it is agreed that should either party decide to terminate this agreement, CITY will continue its duties under this agreement through the close of the next financial quarter following the sixty-day notice and will provide all necessary reports to ensure a smooth transition of financial, payroll and other records under CITY control. City shall continue to be paid during such time as provided in this Agreement.

SECTION 6 - OWNERSHIP OF DOCUMENTS

All documents, files, graphics, and data prepared by CITY at the request of WCCTAC and in the performance of this agreement, are and shall be the property of WCCTAC. CITY shall transfer them to WCCTAC upon request without additional compensation.

Alternatively, in the event that the WCCTAC staff function is discontinued, CITY agrees to maintain required financial and personnel records on behalf of WCCTAC for as long as is legally required.

SECTION 7 - CONFLICT OF INTEREST

CITY and WCCTAC jointly covenant that they presently have no interest, and do not anticipate acquiring any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this agreement.

CITY staff shall not engage in any activity for WCCTAC which is, or may reasonably be expected to become, a conflict of interest as defined under California law or create an incompatibility of office.

Should CITY staff believe that performance of certain duties on behalf of WCCTAC may conflict with their performance of duties for the City of San Pablo, they will notify the Executive Director and the Chair of WCCTAC within twenty-four hours of identifying the conflict. Thereafter, CITY will refrain from representing WCCTAC on the pertinent issue until the conflict is resolved.

SECTION 8 - INDEMNITY

Neither CITY nor any of its employees, officers or officials shall be responsible for any damages, foreseen or unforeseen, caused in whole or in part, directly or indirectly, by the services rendered by CITY staff, including possible loss of WCCTAC data. WCCTAC shall indemnify, defend and hold CITY, its officers, employees, agents and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action, foreseen or unforeseen, arising from or in any way connected to the performance of this Agreement, including but not limited to payroll processing, invoicing, grant management, the City's former administration and processing of PERS membership for WCCTAC, and the cessation thereof, damage to or destruction of any backup tapes stored on CITY property, loss of WCCTAC data, or any violation of any federal, state, or municipal law ordinance. Notwithstanding the foregoing, WCCTAC shall not be required to indemnify and hold CITY harmless for any claims, demands, causes of action, lawsuits, liabilities, losses, damages, expense costs (including attorney's fees and costs) resulting from the sole and active negligence or intentional misconduct of CITY.

It is understood that the duty of WCCTAC to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

SECTION 9 - NON-DISCRIMINATION

CITY warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CITY nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical disability, medical condition, marital status, sex, age, or sexual orientation unless based on a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

SECTION 10 - LITIGATION ASSISTANCE

CITY shall testify at WCCTAC's request in the event of litigation involving WCCTAC in connection with CITY'S services under this agreement or in a matter where CITY'S knowledge and expertise is needed. Unless the action is brought by CITY or is based upon CITY'S wrongdoing, WCCTAC shall compensate CITY for preparation of testimony, and travel at the established hourly rate as set forth in Section Four (§4) for special projects and assignments beyond the scope of this agreement.

SECTION 11 - COSTS AND ATTORNEYS FEES

In the event of any action or actions to enforce the provisions of this agreement, attorneys' fees in an amount not to exceed \$170 per hour per attorney, and in total amount not exceeding \$10,000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party. The above \$10,000 limit is the total of attorneys' fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this agreement that neither party shall have to pay the other more than \$10,000 for attorneys' fees arising out of an action, or actions to enforce the provisions of this agreement.

SECTION 12 - MEDIATION

Should a dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall then be selected by a "blindfolded" process.

The cost of mediation shall be borne equally by the parties. No party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a settlement. The mediation process shall last until agreement is reached but not more than sixty days, unless extended by the parties.

SECTION 13 - ARBITRATION

After mediation above, and upon agreement of the parties, any dispute or claim arising out of or relating to this agreement may be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The costs of arbitration shall be borne equally by the parties.

SECTION 14 - WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this agreement or of any applicable law or ordinance.

SECTION 15 - NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To WCCTAC:

WCCTAC
John Nemeth
Executive Director
13831 San Pablo Avenue, Bldg. 2
San Pablo, CA 94806

To CITY:

Matt Rodriguez
City Manager
City of San Pablo
13831 San Pablo Avenue, Bldg. 1
San Pablo, CA 94806

SECTION 16 - AGREEMENT CONTAINS ALL UNDERSTANDINGS

This document represents the entire and integrated agreement between WCCTAC and CITY and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both WCCTAC and CITY.

SECTION 17 - GOVERNING LAW

This agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, WCCTAC and CITY have executed this agreement the day and year first written above.

City of San Pablo

WCCTAC

By: _____
Matt Rodriguez, City Manager
City of San Pablo

By: _____
John Nemeth, Executive Director
WCCTAC

Approved as to Form:

Approved as to Form:

Brian Libow, City Attorney
City of San Pablo

Benjamin T. Reyes, Legal Counsel
WCCTAC



TO: WCCTAC Board

DATE: January 31, 2014

FR: Jerry Bradshaw, Interim Executive Director

RE: Insurance and Benefits – New Providers

REQUESTED ACTION

It is requested that the WCCTAC Board adopt two resolutions:

1. Resolution 2014-02 authorizing the Executive Director to execute any and all documents consummating membership in the Special District Risk Management Authority, a joint powers authority; and authorizing participation in the SDRMA Worker's Compensation and Property/Liability Programs for at least three program years
2. Resolution 2014-03 authorizing the Executive Director to apply to the Director of Industrial Relations, State of California for a Certificate of Consent to Self-Insure for Worker's Compensation Liabilities.

BACKGROUND

Since its inception, WCCTAC has been part of the City of San Pablo's insurance and benefits program through the Municipal Pooling Authority (MPA), a self-insurance pool structured as a joint powers authority (JPA). By virtue of that participation, WCCTAC enjoyed insurance coverage for agency liability, excess liability, employee liability and workers' compensation. Also included was individual benefits provided to employees such as life insurance, short- and long-term disability, dental insurance and an employee assistance program.

In conjunction with WCCTAC's move to its own CalPERS retirement account and the establishment as a tax entity separate from the City of San Pablo, the City of San Pablo notified WCCTAC on November 18, 2013 that they would not allow us to continue to participate in their MPA insurance and benefits program beyond February 1st. At the December 6th meeting the WCCTAC Board authorized the Interim Executive Director to obtain insurance and benefits coverage similar to the MPA existing package.

Since that time, staff has requested proposals from several sources. MPA staff was helpful in referring us to their insurance broker, Alliant Insurance Services, with whom they have worked in the past and highly recommended. In addition, we sought quotes from three joint powers agencies that are structured similar to the MPA as self insurance pools for public agencies of various make up and size. They included the Golden State Risk Management Authority, Public Agency Risk Sharing Authority of California, and the Special District Risk Management Authority (SDRMA).

ANALYSIS

The largest cost is for the liability and worker's compensation coverage. Annual cost estimates ranged from \$13,723 to \$37,569. The lowest cost estimate was from the SDRMA, which includes special districts and other agencies similar to WCCTAC. Their cost structure is such

that low-risk agencies such as WCCTAC are not subsidizing higher risk agencies that might include high risk operations. The SDRAM includes many local agencies as members including the West Contra Costa Integrated Waste Management Authority (RecycleMore) and Stege Sanitary District. Representatives from those agencies gave the SDRMA high marks as did the staff from the MPA and WCCTAC's legal counsel, who represents many clients who are also members.

Based on the quotes received and the authorization given to the Interim Executive Director in December, staff has selected the SDRMA for Worker's Compensation and Liability coverage (other benefits will be discussed later in the report.)

The SDRMA is a joint powers authority (JPA) that provides the coverage through a self insurance pool. This is identical to the MPA structure we participated in through the City of San Pablo's coverage. Obtaining our own separate coverage requires us to join the JPA – an action that is beyond staff's authorization. Therefore we are recommending the Board adopt the attached resolutions taking the appropriate actions to authorize the Executive Director to execute any and all documents to consummate this relationship and coverage:

- The first resolution authorizes us to join the JPA
- The second resolution is required by the California Director of Industrial Relations to be self-insured for Worker's Compensation

Other Benefits

In addition the liability and worker's compensation, we requested quotes for other benefits including life insurance, supplemental life insurance, short- and long-term disability, dental insurance and an employee assistance program. Although each of the proposers offered all of these services, the JPAs typically work with commercial providers (like Alliant) for the actual coverage. In at least one case, a JPA was prohibited from quoting for those services due to a non-competition clause in their JPA agreement. After further discussion, staff decided to obtain all of those benefits through Alliant. Costs are in line with what we paid through our previous MPA coverage (MPA also used Alliant to provide these benefits).

No Board action is required to obtain these other benefit coverage; the Interim Executive Director was authorized at the December 2013 meeting to obtain coverage.

FISCAL CONSIDERATIONS

In making these changes, WCCTAC will experience a cost savings of approximately \$11,000 per year for the liability and workers' compensation coverage. The change in benefits providers will have a neutral cost impact.

Attachments:

- Resolution 2014 – 02; Authorization to join the SDRMA
 - Exhibit A – Sixth Amended Joint Powers Agreement relating to the Special District Risk Management Authority
- Resolution 2014 – 03; Authorization to apply for a Certificate of Consent to Self-Insure for Worker's Compensation Liabilities

WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE

RESOLUTION 2014-02

**A RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE
EXECUTION OF A SIXTH AMENDED JOINT POWERS AGREEMENT AND
AUTHORIZING PARTICIPATION IN THE SPECIAL DISTRICT RISK
MANAGEMENT AUTHORITY PROPERTY/LIABILITY PROGRAM AND
WORKERS' COMPENSATION PROGRAMS**

WHEREAS, West Contra Costa Transportation Advisory Committee, a special district duly organized and existing under and by virtue of the laws of the State of California {the "Agency"}, has determined that it is in the best interest and to the advantage of the Agency to participate for at least three full years in the Property/Liability Program and Workers' Compensation Program offered by the Special District Risk Management Authority {the "Authority"}; and

WHEREAS, California Government Code Section 6500 *et seq.*, provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, Special District Risk Management Authority was formed in 1986 in accordance with the provisions of California Government Code 6500 *et seq.*, for the purpose of providing its members with risk financing and risk management programs; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus lines broker, or any combination of these; and

WHEREAS, participation in Special District Risk Management Authority programs requires the Agency to execute and enter into a Sixth Amended Joint Powers Agreement (the "Amended JPA Agreement"); which states the purpose and powers of the Authority; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Agency is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such transactions for the purpose, in the manner and upon the terms herein provided.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Directors of WCCTAC as follows:

Section 1. Findings. The Agency Board of Directors hereby specifically finds and determines that the actions authorized hereby relate to the public affairs of the WCCTAC.

11b-3

Section 2. Sixth Amended JPA Agreement. The Amended JPA Agreement, proposed to be executed and entered into by and between WCCTAC and members of the Special District Risk Management Authority, in the form presented at this meeting and on file with the Agency Secretary, is hereby approved. The Executive Director and General Counsel ("The Authorized Officers") are hereby authorized and directed, for and in the name and on behalf of WCCTAC, to execute and deliver to the Authority the Amended JPA Agreement in substantially said form, with such changes therein as such officers may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. Program Participation. The Agency Board of Directors approves participating for three full program years in Special District Risk Management Authority Property/Liability Program and Workers' Compensation Program.

Section 4. Other Actions. The Authorized Officers of the Agency are each hereby authorized and directed to execute and deliver any and all documents which is necessary in order to consummate the transactions authorized hereby and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved

Section 5. Effective Date. This resolution shall take effect immediately upon its passage

The foregoing Resolution was adopted by the WCCTAC Board at a regular meeting on January 31, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Janet Abelson, Chair

Attest:

John Nemeth, Executive Director

Approved as to Form:

Benjamin T. Reyes II, General Counsel

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EXHIBIT A

SIXTH AMENDED JOINT POWERS AGREEMENT

RELATING TO THE

SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

Adopted August 1, 1986
1st Amended February 5, 1988
2nd Amended March 31, 1990
3rd Amended July 1, 1993
4th Amended February 9, 1998
5th Amended and Restated
- Approved March 24, 2003
- Effective July 1, 2003
6th Amended October 2, 2007

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**SIXTH AMENDED JOINT POWERS AGREEMENT
RELATING TO THE
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY**

THIS SIXTH AMENDED JOINT POWERS AGREEMENT (the "Agreement") is made and entered into by and among the public agencies (the "Members") organized and existing under the laws of the State of California, which are signatories to this Agreement.

RECITALS

WHEREAS, California Government Code Section 6500 *et seq.* (the "Act") provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, California Labor Code Section 3700(c) permits pooling by public agencies of self insurance for Workers' Compensation liability; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4; and

WHEREAS, the parties to this Agreement desire to join together for the purposes set forth in Article 2 hereof, including establishing pools for self-insured losses and purchasing Excess or Re-Insurance and administrative services in connection with joint protection programs (the "Programs") for members of the California Special Districts Association ("CSDA"); and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so; and

WHEREAS, the Members have previously executed that certain Fifth Amended and Restated Joint Powers Agreement (the "Original JPA"), which Original JPA the Members desire to amend and restate by this Agreement; provided that such amendment and restatement shall not affect the existence of the Authority; and

WHEREAS, CSDA exists to assist and promote special districts, and has been responsible for the original creation of the Special District Risk Management Authority ("Authority") and Special District Workers Compensation Authority ("SDWCA"), and determined the consolidation of SDWCA and the Authority on July 1, 2003 was in the best interests of special districts and other public agencies throughout the State.

NOW THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

Article 1. Definitions. The following definitions shall apply to the provisions of this agreement:

“Act” means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code, as amended or supplemented.

“Alliance Executive Council” means the council organized pursuant to the MOU.

“Assessment” means an additional amount, in addition to the Member’s or Former Member’s original contribution, which the Board of Directors determines in accordance herewith and/or with the Bylaws that a Member or Former Member owes on account of its participation in a Program for a given Program year.

“Authority” shall mean the Special District Risk Management Authority created by the original version of this Agreement.

“Board of Directors” or “Board” shall mean the governing body of the Authority.

“Bylaws” means the Bylaws of the Authority adopted by the Board of Directors, as they may be amended from time to time.

“Chief Executive Officer” shall mean that employee of the Authority who is so appointed by the Board of Directors.

“Claim” shall mean a demand made by or against a Member or Former Member which is or may be covered by one of the Programs approved by the Board of Directors.

“Contribution” means the amount determined by the Board of Directors to be the appropriate sum which a Member should pay at the commencement of or during the Program Year in exchange for the benefits provided by the Program.

“Coverage Documents” shall mean the Declarations, Memorandum of Coverages, Coverage Agreements, Endorsements, Policies of Insurance or any other documents that provide the terms, conditions, limits and exclusions of coverage afforded by a Program.

“CSDA” means the California Special Districts Association.

“District” shall mean a special district, public agency or public entity within the State of California which is both a Member of the CSDA and a signatory to this Agreement.

“Duly Constituted Board Meeting” shall mean any Board of Directors meeting noticed and held in the required manner and at which a Quorum was determined to be present at the beginning of the meeting.

"Estimated Contribution" means the amount which the Board of Directors estimates will be the appropriate contribution for a Member's participation in a Program for a Program Year.

"Excess or Re-Insurance" shall mean that insurance which may be purchased on behalf of the Authority and/or the Members to protect the funds of the Members or Former Members against catastrophic losses or an unusual frequency of losses during a single year in excess of the self-insurance retention maintained by the Authority.

"Fiscal Year" shall mean that period of twelve months which is established as the fiscal year of the Authority.

"Former Member" shall mean a District which was a signatory to the Agreement but which has withdrawn from, or been involuntarily terminated from participating in, the Authority.

"Joint Protection Program" means a Program offered by the Authority, separate and distinct from other Programs, wherein Members will jointly pool their losses and claims, jointly purchase Excess or Re-Insurance and administrative and other services, including claims adjusting, data processing, risk management consulting, loss prevention, legal and related services.

"Member" shall mean a signatory to this Agreement, which is qualified as a Member under the provisions of this Agreement and the Bylaws.

"MOU" means the Memorandum of Understanding - Alliance Executive Council, dated as of September 20, 2001, among the Authority, CSDA, the CSDA Finance Corporation and SDWCA.

"Program" or "Programs" means the specific type of protection plan as set forth in the terms, conditions and exclusions of the Coverage Documents for self-insured losses, and the purchasing of Excess or Re-Insurance and administrative services.

"Program Year" shall mean a period of time, usually 12 months, determined by the Board of Directors, in which a Program is in effect.

"Retained Earnings," as used herein, shall mean an equity account reflecting the accumulated earnings of a Joint Protection Program.

"SDWCA" means the Special Districts Workers Compensation Authority, and its successors or assigns.

Article 2. Purposes. This Agreement is entered into by the Members pursuant to the provisions of California Government Code section 990, 990.4, 990.8 and 6500 *et seq.* in order to provide, subject to the provisions of the Coverage Documents, economical public liability and workers' compensation coverage, or coverage for other risks which the Board of Directors may determine.

Additional purposes are to reduce the amount and frequency of losses, and to decrease the cost incurred by Members in the handling and litigation of claims. These purposes shall be

accomplished through the exercise of the powers of such Members jointly in the creation of a separate entity, the Special District Risk Management Authority (the "Authority"), to establish and administer Programs as set forth herein and in the Bylaws.

It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion, at a subsequent date, and subject to approval by the Board of Directors, of such additional Members organized and existing under the laws of the State of California as may desire to become parties to the Agreement and Members of the Authority.

Article 3. Parties to Agreement. Each party to this Agreement certifies that it intends to and does contract with all other parties who are signatories to this Agreement and, in addition, with such other parties as may later be added as parties to and signatories of this Agreement pursuant to Article 18. Each party to this Agreement also certifies that the withdrawal from or cancellation of membership by any Member, pursuant to Articles 19 and 20 or otherwise, shall not affect this Agreement nor such party's intent, as described above, to contract with the other remaining parties to the Agreement.

Article 4. Term of Agreement. This Agreement shall become effective as to existing Members of the Authority as set forth in Article 33 hereof. This Agreement shall continue thereafter until terminated as hereinafter provided. This Agreement shall become effective as to each new Member upon: (i) approval of its membership by the Board of Directors, (ii) the execution of this Agreement by the Member, and (iii) upon payment by the Member of its initial Contribution for a Program. Any subsequent amendments to the Agreement shall be in accordance with Article 27 of this Agreement.

Article 5. Creation of Authority. Pursuant to the Act, there is hereby created a public entity separate and apart from the parties hereto, to be known as the Special District Risk Management Authority. Pursuant to Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority, including but not limited to, debts, liabilities and obligations of any of the Programs shall not constitute debts, liabilities or obligations of any party to this Agreement or to any Member or Former Member.

The Authority is not an insurer, and the coverage programs offered by the Authority do not provide insurance, but instead provide for pooled joint protection programs among the members of the Authority. The Joint Protection Programs offered by the Authority constitute negotiated agreements among the Members which are to be interpreted according to the principles of contract law, giving full effect to the intent of the Members, acting through the Board of Directors in establishing the Programs.

Article 6. Powers of Authority. (a) The Authority shall have all of the powers common to Members and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

- (1) to make and enter into contracts, including the power to accept the assignment of contracts or other obligations which relate to the purposes of the Authority, or which were entered into by a Member or Former

Member prior to joining the Authority, and to make claims, acquire assets and incur liabilities;

- (2) to accept an assignment from SDWCA of all its assets, obligations and liabilities prior to the dissolution of SDWCA (including claims and contracts in existence prior to such dissolution) in order to benefit the Members or Former Members participating in the SDWCA workers compensation program; provided, that except for the fair and equitable allocation of administrative and overhead expenses, funds from such assignment shall not be co-mingled and shall be separately accounted for as provided for in this Agreement and the Bylaws.
- (3) to incur debts, liabilities, or other obligations, including those which are not debts, liabilities or obligations of the Members or Former Members, or any of them;
- (4) to charge and collect Contributions and Assessments from Members or Former Members for participation in Programs;
- (5) to receive grants and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
- (6) to acquire, hold, lease or dispose of property, contributions and donations of property and other forms of assistance from persons, firms, corporations and governmental entities
- (7) to acquire, hold or dispose of funds, services, donations and other forms of assistance from persons, firms, corporations and governmental entities;
- (8) to employ agents and employees, and/or to contract for such services;
- (9) to incur debts, liabilities or other obligations to finance the Programs and any other powers available to the Authority under Article 2 or Article 4 of the Act;
- (10) to enter into agreements for the creation of separate public entities and agencies pursuant to the Act;
- (11) to sue and be sued in its own name;
- (12) to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement (including the provision of all other appropriate ancillary coverages for the benefit of the Members or Former Members), or otherwise authorized by law or the Act; and
- (13) to exercise all powers and perform all acts as otherwise provided for in the Bylaws.

(b) Said powers shall be exercised pursuant to the terms hereof, in the manner provided by law and in accordance with Section 6509 of the Act. The foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the Member or Former Member designated in the Bylaws.

Article 7. Board of Directors. Subject to the limitations of this Agreement and the laws of the State of California, the powers of this Authority shall be vested in and exercised by, and its property controlled and its affairs conducted by, the Board of the Authority, which is hereby established and designated as the agency to administer this Agreement pursuant to Section 6506 of the Act. The powers of the Authority shall be exercised through the Board of Directors, who may, from time to time, adopt and modify Bylaws and other rules and regulations for that purpose and for the conduct of its meetings as it may deem proper. The officers of the Board shall be as set forth in the Bylaws.

So long as the MOU has not been terminated or the Authority has not withdrawn from the MOU, the Board of Directors shall be composed of seven (7) directors elected by the Member entities who have executed the current operative Agreement and are participating in a Joint Protection Program. The terms of directors, procedures for election of directors, procedures for meetings and provisions for reimbursement of Director expenses shall be as set forth in the Bylaws. Each Member of the Board of Directors shall have one vote. Each Member of the Board shall serve as set forth in the Bylaws.

So long as the Authority is a participant in the MOU, the Board of Directors of the Authority shall appoint three (3) members of its board to serve as members of the Alliance Executive Council. No member of the Board of Directors of the Authority shall serve as a director on any other board of directors of an entity or organization that is a signatory to the MOU during the term of the MOU. In the event a director is elected to such a board, that director shall immediately resign from the Board of Directors of the Authority.

In the event SDRMA withdraws from the MOU, the Board of Directors of the Authority shall consist of those seven (7) Directors who hold seats on the Authority's Board of Directors at the time of the withdrawal and who were duly appointed by the Board, or elected or re-elected by the Member entities of SDRMA plus the additional directors appointed by CSDA as provided in Article 25.

Article 8. Compliance with the Brown Act. All meetings of the Board, including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code Section 54950 *et seq.*

Article 9. Powers of the Board of Directors. The Board of Directors shall have such powers and functions as provided for pursuant to this Agreement and the Bylaws and such additional powers as necessary or appropriate to fulfill the purposes of this Agreement and the Bylaws, including, but not limited to, the following:

- (a) to determine details of and select the Program or Programs to be offered, from time to time, by the Authority;

- (b) to determine and select all insurance, including Excess or Re-insurance, necessary to carry out the programs of the Authority;
- (c) to contract for, develop or provide through its own employees various services for the Authority;
- (d) to prepare or cause to be prepared the operating budget of the Authority for each fiscal year;
- (e) to receive and act upon reports of committees and from the Chief Executive Officer;
- (f) to appoint staff, including a Chief Executive Officer, and employ such persons as the Board of Directors deems necessary for the administration of this Authority;
- (g) to direct, subject to the terms and conditions of the Coverage Documents, the payment, adjustment, and defense of all claims involving a Member during their period of membership in and coverage under a Program;
- (h) to fix and collect Contributions and Assessments for participation in the Programs;
- (i) to expend funds of the Authority for the purpose of carrying out the provisions of the Agreement and the Bylaws as they now exist or may be hereafter amended;
- (j) to purchase excess insurance, liability insurance, stop loss insurance, officers and directors liability insurance, and such other insurance as the Authority may deem necessary or proper to protect the Program, employees of the Authority and employees of the Members;
- (k) to defend, pay, compromise, adjust and settle all claims as provided for in the Coverage Documents;
- (l) to obtain a fidelity bond in such amount as the Board of Directors may determine for any person or persons who have charge of or the authority to expend funds for the Authority;
- (m) to establish policies and procedures for the operation of the Authority and the Programs;
- (n) to engage, retain, and discharge agents, representatives, firms, or other organizations as the Board of Directors deems necessary for the administration of the Authority;
- (o) to enter into any and all contracts or agreements necessary or appropriate to carry out the purposes and functions of the Authority;

- (p) to acquire, hold, lease, manage and dispose of, as provided by law, any and all property necessary or appropriate to carry out the purposes and functions of the Authority;
- (q) to transact any other business which is within the powers of the Board of Directors;
- (r) to invest funds on hand in a manner authorized by law, the Agreement and the Bylaws;
- (s) to provide financial administration, claims management services, legal representations, safety engineering, actuarial services, and other services necessary or proper to carry out the purposes of the Authority either through its own employees or contracts with one or more third parties;
- (t) to exercise general supervisory and policy control over the Chief Executive Officer;
- (u) to establish committees and sub-committees as it deems necessary to best serve the interests of the Authority; and
- (v) to have such other powers and functions as are provided for pursuant to the Act, this Agreement or necessary or appropriate to fulfill the purpose of this Agreement and the Bylaws.

Article 10. Officers of the Authority. The officers of the Authority shall be as set forth in the Bylaws. The Board may elect or authorize the appointment of such other officers than those described in the Bylaws as the business of the Authority may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board, from time to time, may authorize or determine.

Any officer may be removed, either with or without cause, by a majority of the directors of the Board at any regular or special meeting of the Board. Should a vacancy occur in any office as a result of death, resignation, removal, disqualification or any other cause, the Board may delegate the powers and duties of such office to any officers or to any Members of the Board until such time as a successor for said office has been appointed.

Article 11. Provision for Bylaws. The Board shall promulgate Bylaws to govern the day-to-day operations of the Authority. The Board may amend the Bylaws from time to time as it deems necessary, and as provided in the Bylaws. Each Member shall receive a copy of any Bylaws and agrees to be bound by and to comply with all of the terms and conditions of the Bylaws as they exist or as they may be modified. The Bylaws shall be consistent with the terms of this Agreement. In the event any provision of the bylaws conflicts with a provision of this Agreement, the provision contained in this Agreement shall control.

Article 12. [Reserved].

Article 13. Coverage Programs.

(a) The Authority shall maintain such types and levels of coverage for Programs as determined by the Board of Directors. Such coverage may provide for binding arbitration before an independent arbitration panel of any disputes concerning coverage between the Authority and a Member.

(b) The coverage afforded under one or more Programs may include protection for general liability, auto liability, property, boiler and machinery, public officials errors and omissions, employment practices, employee benefits liability coverage, employee dishonesty coverage, public officials personal liability coverage and workers' compensation, as well as coverage for other risks which the Board of Directors may determine to be advisable. More than one type of coverage may be afforded under a single Program.

(c) The Board of Directors may arrange for group policies to be issued for Members, their board members and employees interested in obtaining additional coverage, at an appropriate additional cost to those participating Members.

(d) The Board of Directors may arrange for the purchase of Excess or Re-Insurance. The Authority shall not be liable to any Member or to any other person or organization if such excess or reinsurance policies are terminated, canceled or non-renewed without prior notice to one or more Members, or if there is a reduction in the type of coverage afforded under a program by reason of any change in coverage in a succeeding excess or reinsurance policy, even if such reduction occurs without prior notice to one or more Members.

Article 14. Implementation of the Programs. The Board of Directors shall establish the coverage afforded by each Program, the amount of Contributions and Assessments, the precise cost allocation plans and formulas, provide for the handling of claims, and specify the amounts and types of Excess or Re-Insurance to be procured. The Contributions and Assessments for each Program shall be determined by the Board of Directors as set forth herein, in the Bylaws or in the operating policies established for a Program.

Article 15. Accounts And Records.

(a) **Annual Budget.** The Authority shall, pursuant to the Bylaws, annually adopt an operating budget, including budgets for each Joint Protection Program.

(b) **Funds and Accounts.** The Authority shall establish and maintain such funds and accounts as required by the Board of Directors and as required by generally accepted accounting principles, including separate funds and accounts for each Program, including Joint Protection Programs. Books and records of the Authority shall be open to any inspection at all reasonable times by authorized representatives of Members, or as otherwise required by law.

(c) **Investments.** Subject to the applicable provisions of any indenture or resolution providing for the investment of moneys held thereunder, the Authority shall have the power to invest any money in the treasury that is not required for the immediate necessities of the Authority, as the Board determines is advisable, in the same manner as local agencies pursuant to

California Government Code Sections 53601 *et seq.* (as such provisions may be amended or supplemented).

(d) **No Commingling.** The funds, reserves and accounts of each Program shall not be commingled and shall be accounted for separately; provided, however, that administration and overhead expenses of the Authority not related to a specific Program or Programs may be fairly and equitably allocated among Programs as determined by the Board of Directors. Investments and cash accounts may be combined for administrative convenience, but a separate accounting shall be made for balances of individual funds and Program revenues and expenses.

(e) **Annual Audit.** The Board shall provide for a certified, annual audit of the accounts and records of the Authority, in the manner set forth in the Bylaws.

Article 16. Services Provided by the Authority. The Authority may provide, at the sole discretion of the Board of Directors, the following services in connection with this Agreement:

(a) to provide or procure coverage, including but not limited to self-insurance funds and commercial insurance, as well as excess coverage, re-insurance and umbrella insurance, by negotiation or bid, and purchase;

(b) to assist Members in obtaining insurance coverage for risks not included within the coverage of the Authority;

(c) to assist risk managers with the implementation of risk management functions as it relates to risks covered by the Programs in which the Member participates;

(d) to provide loss prevention and safety consulting services to Members;

(e) to provide claims adjusting and subrogation services for Claims covered by the Programs;

(f) to provide loss analysis and control by the use of statistical analysis, data processing, and record and file keeping services, in order to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;

(g) to review Member contracts to determine sufficiency of indemnity and insurance provisions when requested;

(h) to conduct risk management audits relating to the participation of Members in the Programs; and

(i) to provide such other services as deemed appropriate by the Board of Directors.

Article 17. Responsibilities of Members. Members or Former Members shall have the following responsibilities, which shall survive the withdrawal from, or involuntary termination of participation in, this Agreement:

(a) Each Member shall designate a person to be responsible for the risk management function within that Member and to serve as a liaison between the Member and the Authority as to risk management.

(b) Each Member shall maintain an active safety officer and/or committee, and shall consider all recommendations of the Authority concerning unsafe practices and/or hazard mitigation.

(c) Each Member shall maintain its own set of records, including a loss log, in all categories of risk covered by each Program in which it participates to insure accuracy of the Authority's loss reporting system, unless it is no longer deemed necessary by the Board of Directors.

(d) Each Member shall pay its Contribution, and any adjustments thereto, and any Assessments within the specified period set forth in the invoice, or as otherwise may be set forth herein or in the Bylaws. After withdrawal or termination, each Former Member or its successor shall pay promptly to the Authority its share of any additional Contribution, adjustments or Assessments, if any, as required of it by the Board of Directors under Article 21 or 22 of this Agreement or the Bylaws.

(e) Each Member or Former Member shall provide the Authority with such other information or assistance as may be necessary for the Authority to carry out the Programs under this Agreement in which the Member or Former Member participates or has participated.

(f) Each Member or Former Member shall in any and all ways cooperate with and assist the Authority and any insurer of the Authority, in all matters relating to this Agreement and covered claims.

(g) Each Member or Former Member will comply with all Bylaws, rules and regulations adopted by the Board of Directors.

(h) Each Member shall remain a member in good standing of CSDA.

Article 18. New Members. The Authority shall allow entry into its Programs of new Members only upon approval of the Board, with any conditions or limitations as the Board deems appropriate. In order to become a Member and remain a Member, any District must be a member in good standing of CSDA, shall participate in at least one (1) Joint Protection Program and shall be authorized to exercise the common powers set forth in this Agreement.

Article 19. Withdrawal.

(A) Any Member may voluntarily withdraw from this Agreement only at the end of any applicable Program Year and only if:

- (i) The Member has been a signatory to this Agreement for not less than three (3) full Program Years as of the date of the proposed withdrawal;

- (ii) The Member submits a written withdrawal notification in accordance with the Bylaws;
 - (iii) In order to withdraw from the agreement the member must have completed the three (3) full program year participation requirement for each Joint Protection Program the member participated in at the time of withdrawal.
- (B) Any Member may voluntarily withdraw from any particular Joint Protection Program; and
- (i) It has participated in such Joint Protection Program for at least three (3) full Program Years;
 - (ii) it is a participant in another Joint Protection Program; and
 - (iii) the Member submits a written withdrawal notification in accordance with the Bylaws.
- (C) In the event that the three year participation requirement as required by (A)(i) or (B)(i) as to any such Joint Protection Program above has not been met, for each Program the withdrawing Member participated in at the time of its withdrawal, for less than three years such withdrawing member shall be obligated to pay all Contributions and Assessments as if that Member had remained in each such Program for the full three years from the inception of its membership in the Authority.
- (D) In the event that the notice is not provided as required by (A)(ii) or (B)(iii) above, any such withdrawing Member shall, with respect to each Program the Member participated in, be obligated to pay any and all Contributions and Assessments for the next full Program Year.
- (E) A Member may withdraw from any Program (other than a Joint Protection Program) as provided by the Coverage Documents relating to such Program.
- (F) Withdrawal of one or more Members shall not serve to terminate this Agreement.
- (G) A Member may not withdraw as a party to this Agreement until it has withdrawn, as provided in the Bylaws from all of the Programs of the Authority.

Article 20. Involuntary Termination.

- (a) Notwithstanding the provisions of Article 19, the Authority shall have the right to involuntarily terminate any Member's participation in any Program, or terminate membership in the Authority, as provided in the Bylaws.
- (b) Notwithstanding any other provisions of this Agreement, the participation of any Member of the Authority, including participation in any of the Authority's Programs, may be involuntarily terminated at the discretion of the Board of Directors whenever such Member is dissolved, consolidated, merged or annexed. A reasonable time shall be afforded, in the

discretion of the Board of Directors, to place coverage elsewhere. Any such involuntary termination shall not relieve the Member or Former Member of its responsibilities as provided for in Articles 17 or 21.

Article 21. Effect of Withdrawal or Involuntary Termination. The withdrawal from or involuntary termination of any Member from this Agreement shall not terminate this Agreement, and such Member, by withdrawing or being involuntarily terminated, shall not be entitled to payment, return or refund of any Contribution, Assessment, consideration, or other property paid, or donated by the Member to the Authority, or to any return of any loss reserve contribution, or to any distribution of assets (except payment of any Retained Earnings, as set forth in the following paragraph).

The withdrawal from or involuntary termination of any Member after the effective date of any Program shall not terminate its responsibility to pay its unpaid Contribution adjustments, or Assessments to such Program. The Board of Directors shall determine the final amount due from the Member or Former Member by way of contribution or assessments, if any, or any credit due on account thereof, to the Member or Former Member for the period of its participation. Such determination shall not be made by the Board of Directors until all Claims, or other unpaid liabilities, have been finally resolved. In connection with this determination, the Board of Directors may exercise similar powers to those provided for in Article 22(b) of this Agreement, or as otherwise set forth in the Bylaws. Upon such withdrawal from or cancellation of participation in any Program by any Member, said Member shall be entitled to receive its pro rata share of any Retained Earnings declared by the Board of Directors after the date of said Member withdraws or is involuntarily terminated.

Article 22. Termination and Distribution; Assignment.

(a) This Agreement may be terminated any time with the written consent of two-thirds of the voting Members; provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distribution of net assets and all other functions necessary to wind up the affairs of the Authority.

(b) The Board of Directors is vested with all powers of the Authority for the purpose of winding up and dissolving the business affairs of the Authority. These powers shall include the power to require Members or Former Members, including those which were signatory hereto at the time the subject Claims arose or was/were incurred, to pay any Assessment in accordance with loss allocation formulas for final disposition of all Claims and losses covered by this Agreement or the Bylaws. A Member or Former Member's Assessment shall be determined as set forth in the Bylaws or the applicable Coverage Documents.

(c) Upon termination of a Program, all net assets of such Program other than Retained Earnings shall be distributed only among the Members that are participating in such Program at the time of termination, in accordance with and proportionate to their cash payments (including Contributions, adjustments, Assessments and other property at market value when received) made during the term of this Agreement for such Program. The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending Claim or loss covered by such Program, or as otherwise set forth in the Bylaws.

(d) Upon termination of this Agreement all net assets of the Authority, other than of any Program distributed pursuant to (c) above, shall be distributed only among the Members in good standing at the time of such termination in accordance with and proportionate to their cash contributions and property at market value when received. The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending Claim or loss covered by this Agreement, or as otherwise set forth in the Bylaws.

(e) In the event the Board of Directors is no longer able to assemble a quorum, the Chief Executive Officer shall exercise all powers and authority under this Article. The decision of the Board of Directors or Chief Executive Officer under this Article shall be final.

(f) In lieu of terminating this Agreement, the Board, with the written consent of two-thirds of the voting Members, may elect to assign and transfer all of the Authority's rights, assets, liabilities and obligations to a successor joint powers authority created under the Act.

Article 23. Enforcement. The Authority is hereby granted authority to enforce this Agreement. In the event action is instituted to enforce the terms of this Agreement, the Bylaws and/or any policies and/or procedures of the Board of Directors and the nondefaulting party(s) should employ attorneys or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party(s) herein contained, the defaulting party agrees that it will on demand therefore pay to the nondefaulting party(s) the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party(s).

Article 24. Nonliability of Directors, Officers and Employees. The Board of Directors, and the officers and employees of the Authority, including former directors, officers and employees, shall not be liable to the Authority, to any Member or Former Member, or to any other person, for actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder; for any action taken or omitted by any employee or independent contractor; for loss incurred through the investment or failure to invest funds; or for loss attributable to any failure or omission to procure or maintain insurance; except in the event of fraud, gross negligence, or intentional misconduct of such director, officer or employee. No director, officer or employee, including former directors, officers and employees, shall be liable for any action taken or omitted by any other director, officer or employee. The Authority shall defend and shall indemnify and hold harmless its directors, officers and employees, including former directors, officers and employees, from any and all claims, demands, causes of action, and damages arising out of their performance of their duties as such directors, officers or employees of the Authority except in the event of fraud, gross negligence, corruption, malice or intentional misconduct, and the funds of the Authority shall be used for such purpose. The Authority may purchase conventional insurance to protect the Authority, and its participating Members or Former Members, against any such acts or omissions by its directors, officers and employees, including former directors, officers and employees.

Article 25. Provisions Relating to CSDA. It is agreed and understood the mandatory membership in CSDA provision in Article 18 is in consideration of CSDA's exclusive endorsement of SDRMA's programs as they exist or may be modified. CSDA and the Authority

may from time to time exchange services or enter into separate service agreements pursuant to Section 6505 of the Act, including, but not limited to, services relating to educational programs, marketing, web-site graphics and conferences.

So long as the Authority is a participant in the MOU, the Board of the Authority shall appoint three members of the Board to serve as members of the Alliance Executive Council. In the event the MOU has been terminated or the Authority has withdrawn from the MOU, the composition of the Authority Board of Directors shall be increased by two (2) additional directors to be appointed by CSDA. CSDA appointees shall be a director serving on the CSDA Board of Directors and said director(s) shall be a member of an agency who is a signatory to the current SDRMA Joint Powers Agreement.

CSDA shall be a third party beneficiary to Sections 18, 25, 27 of this Agreement.

Article 26. Notices. Notices to Members or Former Members hereunder shall be sufficient if delivered to the principal office of the respective Member or Former Member.

Article 27. Amendment. This Agreement may be amended at any time by a two-thirds vote of the Members; provided, that any amendment to Article 18, Article 25, or Article 27 shall require the prior written consent of CSDA. The Bylaws may be amended as provided therein. Upon the effective date of any validly approved amendment to this Agreement, such amendment shall be binding on all Members.

Article 28. Prohibition Against Assignment. No person or organization shall be entitled to assert the rights, either direct or derivative, of any Member or Former Member under any coverage agreement or memorandum. No Member or Former Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member or Former Member shall have any right, claim or title or any part, share, interest, fund, contribution or asset of the Authority.

Article 29. Agreement Complete. The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein. This Agreement supersedes and replaces the Fifth Amended Joint Powers Amendment.

Article 30. Counterparts. This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

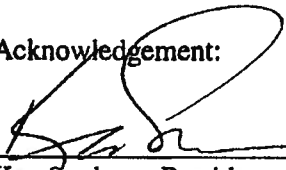
Article 31. California Law. This Agreement shall be governed by the laws of the State of California.

Article 32. Severability. Should any part, term or provisions of this Agreement be determined by any court of component jurisdiction to be illegal or in conflict with any law of the State of California or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Article 33. Effective Date. This Agreement shall become effective as to existing Members of the Authority on the date on which the last of two-thirds of such Members have executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have first executed this Agreement by authorized officials thereof on the date indicated below:

Acknowledgement:



Ken Sonksen, President


Board of Directors

SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

Oct 2, 2007

Date

I hereby certify this Amended Joint Powers Agreement has also received the required approval of not less than two-thirds of the Member entities then parties to the Fifth Amended Joint Powers Agreement.



James W. Towns, Chief Executive Officer

SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

OCT. 2, 2007

Date

EXECUTION BY MEMBER

The Amended and Restated Joint Powers Agreement of the Special District Risk Management Authority, has been approved by the Board of Directors of the Member listed below, on the date shown, and said Member agrees to be subject to all of the terms and conditions set forth in said Agreement.

Entity Name: _____

By: _____ President

By: _____ Clerk

Date: _____

EXECUTION BY AUTHORITY

The Special District Risk Management Authority (the "Authority"), operating and functioning pursuant to this Sixth Amended Joint Powers Agreement, hereby accepts the entity named above as a participating member in the Authority, subject to all of the terms and conditions set forth in this Sixth Amended Joint Powers Agreement and in the Bylaws, effective as of

SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

By: _____
David Aranda, President
Board of Directors

Date: _____

11b-25

RESOLUTION NO.: 2014-03 DATED: Jan 31, 2014

**A RESOLUTION AUTHORIZING APPLICATION
TO THE DIRECTOR OF INDUSTRIAL RELATIONS, STATE OF CALIFORNIA
FOR A CERTIFICATE OF CONSENT TO SELF INSURE
WORKERS' COMPENSATION LIABILITIES**

At a meeting of the Board of Directors
(enter title)

of the West Contra Costa Transportation Advisory Committee
(enter name of public agency, district)

a joint powers agency organized and existing under the laws of the State of California,
(enter type of agency)

held on the 31st day of January, 2014, the following resolution
was adopted:

RESOLVED, that the Executive Director or General Counsel
(enter position titles)

be and they are hereby severally authorized and empowered to make application to the Director of Industrial Relations, State of California, for a Certificate of Consent to Self Insure workers' compensation liabilities on behalf of the

West Contra Costa Transportation Advisory Committee
(enter name of district)

and to execute any and all documents required for such application.

I, _____, the undersigned _____
(enter name) (enter title)

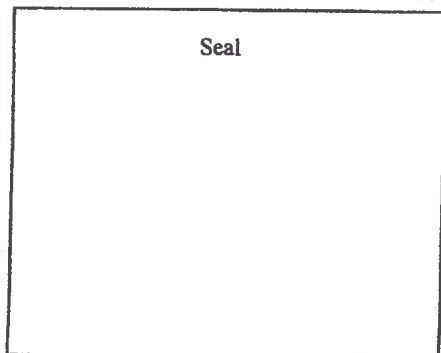
of the Board of the said West Contra Costa Transportation Advisory Committee
(enter name of agency)

a joint powers agency, hereby certify that I am the _____
(enter type of agency) (enter title)

of said Joint Powers agency, that the foregoing is a full, true and correct copy of the
(enter type of agency)

resolution duly passed by the Board at the meeting of said Board held on the day and at the place therein specified and that said resolution has never been revoked, rescinded, or set aside and is now in full force and effect.

IN WITNESS WHEREOF: I HAVE SIGNED MY NAME AND AFFIXED THE SEAL OF THIS



(enter type of agency)

THIS _____ DAY OF _____, 19____.

(Signature)

116-26



TO: WCCTAC Board

DATE: January 31, 2014

FR: Jerry Bradshaw, Interim Executive Director

RE: Deferred Compensation Plan

REQUESTED ACTION

It is requested that the WCCTAC Board approve the attached resolution adopting a deferred compensation plan in the form of the ICMA Retirement Corporation Deferred Compensation Plan and Trust.

BACKGROUND AND DISCUSSION

In conjunction with WCCTAC's move to its own CalPERS retirement account and the establishment as a tax entity separate from the City of San Pablo, the deferred compensation plan that employees had available through the City is no longer available. WCCTAC must now create its own deferred compensation plan. For ease of transition, and because the employees have enjoyed working with the ICMA Retirement Corporation (ICMA-RC) representatives, staff is recommending creating a deferred compensation plan with ICMA-RC.

The process is relatively simple. The plan suggests a resolution form and provides several documents that must be executed or considered. The Resolution simply states that WCCTAC adopts the Plan (Exhibit A), executes the Declaration of Trust (Exhibit B) and authorizes the Executive Director to be the administrator and to execute all documents incidental to the Plan. Among them is an Administrative Services Agreement (Exhibit C)

In structuring the Plan, several options are available, most of which more flexibility to the employees. As is our intention with all of the current administrative changes, the new Plan will mirror the City's plan from which the existing employees will transfer.

FISCAL CONSIDERATIONS

There will be no cost to WCCTAC for this Plan. WCCTAC does not incur fees to set up and implement the Plan; any and all fees are paid out of participants accounts.

Attachments:

- Resolution 2014-04
 - Exhibit C – Administrative Services Agreement

The following Exhibits are not included, but are on file in the WCCTAC offices

- Exhibit A – 457 Governmental Deferred Compensation Plan & Trust
- Exhibit B – Declaration of Trust of the VantageTrust Company

WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE

RESOLUTION 2014-04

ADOPTION OF A DEFERRED COMPENSATION PLAN FOR EMPLOYEES

WHEREAS, the West Contra Costa Transportation Advisory Committee ("WCCTAC") has employees rendering valuable services; and

WHEREAS, the establishment of a deferred compensation plan for such employees serves the interest of WCCTAC by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, WCCTAC has determined that the establishment of a deferred compensation plan to be administered by the ICMA Retirement Corporation serves the above objectives; and

WHEREAS, WCCTAC desires that its deferred compensation plan be administered by the ICMA Retirement Corporation, and that some or all of the funds held under such plan be invested in the VantageTrust Company, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans;

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Board of Directors of WCCTAC adopts the deferred compensation plan (the "Plan") in the form of the ICMA Retirement Corporation Deferred Compensation Plan and Trust, referred to as Exhibit A.

BE IT FURTHER RESOLVED, that the Board of Directors of WCCTAC hereby executes the Declaration of Trust of the VantageTrust Company, attached hereto as Exhibit B, intending this execution to be operative with respect to any retirement or deferred compensation plan subsequently established by WCCTAC, if the assets of the plan are to be invested in the VantageTrust Company.

BE IT FURTHER RESOLVED, that the assets of the Plan shall be held in trust, with Board of Directors of WCCTAC serving as the trustee, for the exclusive benefit of the Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose.

BE IT FURTHER RESOLVED, that the Board of Directors of WCCTAC agrees to serve as trustee under the Plan.

BE IT FURTHER RESOLVED, that the Executive Director shall be the coordinator for this program; shall receive necessary reports, notices, etc. from the ICMA Retirement Corporation or the VantageTrust Company; shall cast, on behalf of the Board of Directors of WCCTAC, any required votes under the VantageTrust Company; Administrative duties to carry out the plan may be assigned to the appropriate departments, and is authorized to execute all

necessary agreements with ICMA Retirement Corporation incidental to the administration of the Plan including the Administrative Services Agreement, attached hereto as Exhibit C.

The foregoing Resolution was adopted by the WCCTAC Board at a regular meeting on January 31, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Janet Abelson, Chair

Attest:

John Nemeth, Executive Director

Approved as to Form:

Benjamin T. Reyes II, General Counsel

EXHIBIT C

ADMINISTRATIVE SERVICES AGREEMENT

Between

ICMA Retirement Corporation

and

West Contra Costa Transportation Advisory Committee

Type: 457

Account #: 307129

BS

11c-4

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), made as of the day of , 2013 (herein referred to as the "Inception Date"), between the International City Management Association Retirement Corporation ("ICMA-RC"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the West Contra Costa Transportation Advisory Committee ("Employer"), an Entity organized and existing under the laws of the State of California with an office at 13831 San Pablo Avenue, San Pablo, California 94806.

RECITALS

Employer acts as public plan sponsor of a retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust (the "Trust") is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds held by various state and local governmental units for their employees;

ICMA-RC acts as investment adviser to VantageTrust Company, the Trustee of the Trust;

ICMA-RC has designed, and the Trust offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in the Trust's principal disclosure document, "Making Sound Investment Decisions: A Retirement Investment Guide" and the accompanying VantageTrust Fund Fees and Expenses document ("Retirement Investment Guide").

The Funds are available only to public employers and only through the Trust and ICMA-RC.

In addition to serving as investment adviser to the Trust, ICMA-RC provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, benefit disbursement, and asset management.

AGREEMENTS

1. Appointment of ICMA-RC

Employer hereby appoints ICMA-RC as Administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by ICMA-RC shall be those set forth in Exhibit A to this Agreement.

2. Adoption of Trust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within the Trust. Employer agrees that operation of the Plan and the investment, management, and distribution of amounts deposited in the Trust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the Retirement Investment Guide or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in the Trust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify ICMA-RC in a timely manner regarding changes in staff as it relates to various roles. This is to be completed through the online EZLink employer contact options. ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide reports, statements and account information to the Employer through EZLink, the online plan administrative tool.

Employer is required to send in contributions through EZLink, the online plan administration tool provided by ICMA-RC. Alternative electronic methods may be allowed, but must be approved by ICMA-RC for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party funds that do not have fund profile information provided to ICMA-RC through our electronic data feeds from external sources (such as Morningstar) or third party fund providers, the Employer is responsible for providing to ICMA-RC timely fund investment updates for disclosure to Plan participants. Such updates may be provided to ICMA-RC through the Employer's investment consultant or other designated representative.

Failure to provide timely fund profile update information, including the source of the information, may result in a lack of fund information for participants, as ICMA-RC will remove outdated fund profile information from the systems that provide fund information to Plan participants.

4. Certain Representations and Warranties

ICMA-RC represents and warrants to Employer that:

- (a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of ICMA-RC to serve as investment adviser to the Trust is dependent upon the continued willingness of the Trust for ICMA-RC to serve in that capacity.
- (b) ICMA-RC is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended. ICMA-RC Services, LLC (a wholly owned subsidiary of ICMA-RC) is registered as a broker-dealer with the U.S. Securities and Exchange Commission ("SEC") and is a member in good standing with Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC").
- (c) ICMA-RC shall maintain and administer the Plan in compliance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that ICMA-RC shall not be responsible for the eligible status of the Plan in the event that the Employer directs ICMA-RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, ICMA-RC shall not be responsible for the eligible status of the Plan to the extent affected by terms in the Employer's plan document that differ from those in ICMA-RC's standard plan document. ICMA-RC shall not be responsible for monitoring state or local law or for administering the Plan in compliance with local or state requirements unless Employer notifies ICMA-RC of any such local or state requirements.

Employer represents and warrants to ICMA-RC that:

- (d) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any

law, rule, regulation or contract by which the Employer is bound or to which it is a party.

- (e) Employer understands and agrees that ICMA-RC's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, ICMA-RC does not render investment advice, is not the Plan Administrator or Plan Sponsor as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and the Trust. ICMA-RC does not perform any service under this Agreement that might cause ICMA-RC to be treated as a "fiduciary" of the Plan under applicable law.
- (f) Employer acknowledges and agrees that ICMA-RC does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the VT Retirement Income Advantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the Retirement Investment Guide and that it has read the information therein concerning the VT Retirement Income Advantage Fund.
- (g) Employer acknowledges that certain such services to be performed by ICMA-RC under this Agreement may be performed by an affiliate or agent of ICMA-RC pursuant to one or more other contractual arrangements or relationships, and that ICMA-RC reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (h) Employer acknowledges that it has received ICMA-RC's Fee Disclosure Statement, prepared in substantial conformance with ERISA regulations regarding the disclosure of fees to plan sponsors.
- (i) Employer approves the use of its Plan in ICMA-RC external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

5. Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies ICMA-RC otherwise, Employer consents to the disbursement by ICMA-RC of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

6. Compensation and Payment

- (a) **Plan Administration Fee.** The amount to be paid for plan administration services under this Agreement shall be 0.55% per annum of the amount of Plan assets invested in the Trust. Such fee shall be computed based on average daily net Plan assets in the Trust.
- (b) **Mutual Fund Services Fee.** There is an annual charge of 0.15% assessed against average daily net Plan assets invested in the Trust's non-proprietary Trust Series funds.
- (c) **Compensation for Management Services to the Trust, Compensation for Advisory and other Services to The Vantagepoint Funds and Payments from Third-Party Mutual Funds.** Employer acknowledges that in addition to amounts payable under this Agreement, ICMA-RC receives fees from the Trust for investment advisory services and plan and participant services furnished to the Trust. Employer further acknowledges that certain wholly owned subsidiaries of ICMA-RC receive compensation for advisory and other services furnished to The Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through the Trust. For a Trust fund that invests substantially all of its assets in a third-party mutual fund not affiliated with ICMA-RC, ICMA-RC or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the Retirement Investment Guide and ICMA-RC's Fee Disclosure Statement. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plan, ICMA-RC receives administrative fees from its third party mutual fund settlement and clearing agent for providing administrative and other services based on assets invested in third party mutual funds; such administrative fees come from payments made by third party mutual funds to the settlement and clearing agent.
- (d) **Redemption Fees.** Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by

ICMA-RC. ICMA-RC remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the Retirement Investment Guide.

- (e) **Payment Procedures.** All payments to ICMA-RC pursuant to this Section 6 shall be made from Plan assets held by the Trust or received from third party mutual funds or their service providers in connection with Plan assets invested in such third party mutual funds, to the extent not paid by the Employer. The amount of Plan assets held through the Trust shall be adjusted by the Trust as required to reflect any such payments as are made from Plan assets invested in the Trust. In the event that the Employer agrees to pay amounts owed pursuant to this section 6 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets held by the Trust.

The compensation and payment set forth in this section 6 is contingent upon the Employer's use of ICMA-RC's EZLink system for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement.

7. Contribution Remittance

Employer understands that amounts invested through the Trust are to be remitted directly to the Trust in accordance with instructions provided to Employer by ICMA-RC and are not to be remitted to ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred to ICMA-RC, ICMA-RC may return it to Employer with proper instructions.

8. Indemnification

ICMA-RC shall not be responsible for any acts or omissions of any person with respect to the Plan or related Trust, other than ICMA-RC in connection with the administration or operation of the Plan. Employer shall indemnify ICMA-RC against, and hold ICMA-RC harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against ICMA-RC by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or related Trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from ICMA-RC's negligence, bad faith, or willful misconduct.

9. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). This Agreement may be terminated without

penalty by either party on sixty days advance notice in writing to the other; provided however, that the Employer understands and agrees that, in the event the Employer terminates this Agreement (or replaces the VT PLUS Fund as an investment option in its investment line-up), ICMA-RC retains full discretion to release Plan assets invested in the VT PLUS Fund in an orderly manner over a period of up to 12 months from the date ICMA-RC receives written notification from the Employer that it has made a final and binding selection of a replacement for ICMA-RC as administrator of the Plan (or a replacement investment option for the VT PLUS Fund).

10. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) ICMA-RC may amend this agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed amendment. Such amendment shall become effective unless, within the 60-day notice period, the Employer notifies ICMA-RC in writing that it objects to such amendment.
- (c) The parties agree that enhancements may be made to administrative and operations services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic or special mailing.

11. Notices

All notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

ICMA-RC: Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
Facsimile; (202) 962-4601

Employer: at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

12. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

13. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

14. Incorporation of Schedules

All Schedules (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

Plan number 307129

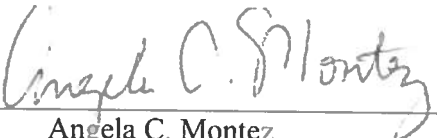
In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

WEST CONTRA COSTA TRANSPORTATION
ADVISORY COMMITTEE

By _____ Date _____
Signature

Name and Title (Please Print)

INTERNATIONAL CITY MANAGEMENT ASSOCIATION
RETIREMENT CORPORATION

By 
Angela C. Montez
Assistant Corporate Secretary

Please return fully executed contract to:

New Business Unit
ICMA-RC
777 North Capitol Street NE
Suite 600
Washington DC 20002-4240

Exhibit A

Administrative Services

The administrative services to be performed by ICMA-RC under this Agreement shall be as follows:

- (a) Participant enrollment services, including providing a welcome package and enrollment kit containing instructions and notices necessary to implement the Plan's administration. Employees will enroll online or through form. ICMA-RC will provide an enrollment link through the general ICMA-RC web site. Plan sponsor will also make available the online enrollment link in their Intranet site or via email to new employees. Employer can also enroll employees through EZLink.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom ICMA-RC receives appropriate enrollment instructions. ICMA-RC is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan. Participants can complete allocations through Investor Services, Voice Response System or through Account Access, the secure participant online system provided by ICMA-RC.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to ICMA-RC through Account Access, EZLink or form), beneficiary designation instructions and all other documents concerning each participant's account, and if applicable, records of any transaction conducted through the Voice Response Unit ("VRU"), Account Access or other electronic means.
- (f) Provision of periodic reports to the Employer through EZLink. Participants will have access to account information through Investor Services, Voice Response System, Account Access and through quarterly statements that can be delivered electronically through Account Access or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Investor Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities

markets or ICMA-RC are closed for business (including emergency closings), to assist participants.

- (i) Making available a toll-free number and access to VantageLine, ICMA-RC's interactive VRU, and ICMA-RC's web site, to allow participants to access certain account information and initiate plan transactions at any time. Account access and VantageLine are normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://harper1.icmarc.org/login.jsp>
- (j) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through Account Access or via form.
- (k) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, ICMA-RC will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.
- (l) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through Investor Services or Account Access.
- (m) Guided Pathways – Participant Advice and Guidance may be made available through a third party vendor on the terms specified on ICMA-RC's website.
- (n) ICMA-RC will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.)

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REALLOCATION AGREEMENT

THIS REALLOCATION AGREEMENT (this "**Agreement**") is made as of _____, _____ by and among the "**City of San Pablo**", the "**West Contra Costa Transportation Advisory Committee**", and the California Public Employees' Retirement System ("**CalPERS**").

WHEREAS, the City of San Pablo currently contracts with CalPERS for retirement benefits for its employees;

WHEREAS, each of the City of San Pablo and the West Contra Costa Transportation Advisory Committee hereby represent and warrant to CalPERS that it is an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code of 1986, as amended (the "**Code**");

WHEREAS, concurrently with the execution of this Agreement, West Contra Costa Transportation Advisory Committee is entering into a contract for retirement benefits with CalPERS (the "**Contract**") in substantially the same form as the contract between CalPERS and the City of San Pablo;

WHEREAS, the City of San Pablo and West Contra Costa Transportation Advisory Committee have represented to CalPERS that certain CalPERS members listed on Exhibit A to this Agreement (the "**Members**") have historically been incorrectly reported by the City of San Pablo to CalPERS as employees of the City of San Pablo, when in fact they should have been reported as employees of West Contra Costa Transportation Advisory Committee;

WHEREAS, the City of San Pablo and West Contra Costa Transportation Advisory Committee have directed CalPERS to retroactively treat such Members as employees of West Contra Costa Transportation Advisory Committee, and to reallocate all of the assets and liabilities associated with such Members from the City of San Pablo's contract to West Contra Costa Transportation Advisory Committee's contract as though such assets and liabilities had always accrued under West Contra Costa Transportation Advisory Committee's contract (the "**Reallocation**"); and

WHEREAS, this Agreement shall not become effective until and unless the Contract is made effective.

NOW, THEREFORE, in consideration of the mutual agreements contained in this Agreement, and for good and valuable consideration, the parties hereby agree as follows:

1. City of San Pablo and the West Contra Costa Transportation Advisory Committee agree that the Recitals are hereby incorporated into and are a part of this Agreement.

2. Subject to the terms and conditions of this Agreement and contingent upon the Contract becoming effective, the City of San Pablo and West Contra Costa Transportation Advisory Committee hereby consent to the Reallocation. The City of San Pablo, on behalf of itself and any third party beneficiaries, disclaims any ongoing right or benefit to the assets associated with the Members, and West Contra Costa Transportation Advisory Committee expressly assumes all obligations, liabilities and duties associated with the Members as a result of their CalPERS membership.

3. That the participation of the employees and retirees of City of San Pablo and West Contra Costa Transportation Advisory Committee in CalPERS shall be subject to the determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Code, upon publication of final Treasury Regulations pursuant to such Section (the "**Final Regulations**"). If it is determined that either the City of San Pablo or the West Contra Costa Transportation Advisory Committee would not qualify as an agency or instrumentality of the state or political subdivision of a State under such Final Regulations, CalPERS will be obligated to comply with the Final Regulations and terminate the City of San Pablo's and/or the West Contra Costa Transportation Advisory Committee's participation in CalPERS, as applicable, including cancellation of all benefits for employees and retirees of the City of San Pablo and the West Contra Costa Transportation Advisory Committee (the "**Termination**"). The Termination will comply with any remedial corrections required under the Final Regulations.

4. Notwithstanding, and in addition to, any existing or future obligation that the City of San Pablo and the West Contra Costa Transportation Advisory Committee may have to indemnify the CalPERS Parties (as defined below), the City of San Pablo and the West Contra Costa Transportation Advisory Committee hereby agree to jointly and severally indemnify and hold CalPERS and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund (together, the "**CalPERS Parties**") harmless from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, imposed on, sustained or incurred by the CalPERS Parties, to the extent they arise out of or relate to the Reallocation, compliance with the Final Regulations, or the Termination, including, without limitation, attorneys', accountants' and other investigatory fees and out-of-pocket expenses incurred by the CalPERS Parties.

5. Upon request from CalPERS from time to time, the City of San Pablo and the West Contra Costa Transportation Advisory Committee shall execute and deliver all documents and do all other acts that may be reasonably necessary to carry out and effectuate the intent and purpose of this Agreement.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflicts of law.

7. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. If any provision of this Agreement is held invalid or unenforceable, such decision shall not affect the validity or enforceability of any other provision of this Agreement, all of which other provisions shall remain in full force and effect, provided that doing so does not materially alter the intent of the parties as contemplated hereby.

9. This Agreement may not be modified or amended in any respect except in a writing signed by all parties. No waiver shall be deemed to have been granted or created by any course of conduct or acquiescence, and no waiver shall be enforceable against any party hereto unless in writing and signed by the party against which such waiver is claimed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

CITY OF SAN PABLO:

By: 

Name: Alan Rasmussen

Title: City Manager

WEST CONTRA COSTA
TRANSPORTATION ADVISORY
COMMITTEE

By: 

Name: Jerry Bradshaw

Title: Interim Executive Director

CALIFORNIA PUBLIC EMPLOYEES'
RETIREMENT SYSTEM:

By: _____

Name: _____

Title: _____

EXHIBIT A
EMPLOYEES

Employees:

Joanna Pallock – Project Manager
Valerie Jenkins – Administrative Clerk
Vacant – Executive Director
Vacant – Deputy Director

Former Employees:

J.E. (Elaine) Fielding – Administrative Assistant
John Rudolf – Project Manager
Nancy Cuneo – Administrative Analyst
Radonna Horn – Clerk
Christina Atienza – Executive Director

Retiree(s):

Lisa (Hogeboom) Hammon – Managing Director
Rebecca Brenner – Project Specialist
Linda Young – TDM Program Manager



TO: WCCTAC Board

DATE: January 31, 2014

FR: Jerry Bradshaw, Interim Executive Director

RE: Resolution of Support for a Study of High Occupancy Transit in West County

REQUESTED ACTION

It is requested that the WCCTAC Board adopt the proposed resolution supporting a study of high occupancy transit options in the I-80 corridor; Direct WCCTAC staff to work with BART staff to develop a study scope of work, and to identify possible funding for the study.

BACKGROUND AND DISCUSSION

This item was requested by City of Richmond Councilman Tom Butt for consideration by the Board, as a follow up to the discussion of the West County Action Plan update, and specifically Goal #4.1.B, "Expand High Capacity Transit in West County."

This resolution calls for WCCTAC to support the study of high occupancy transit options within the I-80 corridor in West County, without specifying the technology, the alignment or any potential stations. The study concept is to evaluate current travel markets, appropriate transit options and potential for economic development in the study area.

Prior corridor studies were conducted in 1983 and 1992, looking at potential BART options in the corridor. A small study in 2003 looked at both commuter rail and local passenger service utilizing existing freight rail lines. A comprehensive corridor study that evaluates current travel markets, future growth and demand, advances in engineering and technology and potential economic opportunities associated with priority development areas and Plan Bay Area has not been conducted for decades.

Attachment: Resolution 2014-05

WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE

RESOLUTION 2014-05

**SUPPORT FOR THE STUDY OF HIGH OCCUPANCY TRANSIT OPTIONS
IN THE I-80 CORRIDOR WITHIN WEST CONTRA COSTA COUNTY**

WHEREAS, the I-80 freeway segment from the Carquinez Bridge to the Bay Bridge is the most congested freeway corridor in the region; and

WHEREAS, the congestion in the corridor impedes the flow of people and goods within and through the corridor; and

WHEREAS, access to a high capacity, fast and convenient transit network would move people through the corridor and reduce future congestion; and

WHEREAS, enhanced transit would promote economic development along the corridor; and

WHEREAS, the residents in West County desire better access to transit options and to the regional transportation network; and

WHEREAS, enhanced transit would help to protect the environment and to meet state and regional air quality and sustainability goals; and

WHEREAS, enhanced transit would promote the development of transit-oriented development; and

WHEREAS, the use of transit is improved by convenient multi-modal access to stations and other facilities, including bicycle and pedestrian improvements;

NOW THEREFORE, BE IT RESOLVED, that the West County Transportation Advisory Committee (WCCTAC) supports the study of high occupancy transit options in the I-80 corridor within West Contra Costa, including a possible rail extension, bus rapid transit or other options necessary to improve the flow of people and goods within and through the corridor, to spur economic development and transit-oriented development, and to improve the quality of life for its residents.

The foregoing Resolution was adopted by the WCCTAC Board at a regular meeting on January 31, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Janet Abelson, Chair

Attest:

John Nemeth, Executive Director

Approved as to Form:

Benjamin T. Reyes II, General Counsel

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MEMORANDUM

Date: January 22, 2014
To: WCCTAC Board
Through: Martin Engelmann, CCTA
From: Julie Morgan, Fehr & Peers
Subject: **Transmittal of Updated West County Action Plan for Routes of Regional Significance**

WC13-3009

The Contra Costa Transportation Authority (CCTA) is currently preparing the 2014 Update to the Countywide Comprehensive Transportation Plan (CTP), a document that lays out the Authority's vision, goals and strategies for the transportation system in Contra Costa. The cornerstones for the CTP are the Action Plans for Routes of Regional Significance, which are required as part of the cooperative, multi-jurisdictional planning process called for in the Measure J Growth Management Program. Each RTPC is currently working on updating the Action Plans for incorporation into the Draft 2014 CTP Update in April 2014.

The Action Plans are centered upon the designation of a network of Routes of Regional Significance within each RTPC. For each designated Regional Route, the Action Plan establishes:

- Multi-modal transportation service objectives (MTSOs) that use a quantifiable measure of effectiveness and include a target date for attainment.
- A set of actions that responsible local jurisdictions must take to achieve the MTSOs.
- A process for monitoring and reviewing proposed new developments, and



- A schedule for the RTPC and the Authority to review progress in attaining objectives, and revising the Action Plan, as needed.

Attached to this transmittal is the Draft West County Action Plan for Routes of Regional Significance. The West County Action Plan was last updated in 2009; this new update has been coordinated through monthly meetings of the WCCTAC TAC, where the Action Plan update has been a topic on the agenda for each meeting between February 2013 and January 2014. The Draft Action Plan now being transmitted to you is the result of thorough review and comments from all of the TAC representatives.

Summary of Substantive Changes

The 2014 Action Plan Update has been reformatted compared to the 2009 Action Plan, and the new layout has organized the contents of the plan into six chapters. The following lists each of the six chapters and describes the substantive changes compared to the 2009 Plan.

Chapter 1: Introduction

The only substantive change in this chapter is that the 2014 Action Plan Update will refer only to Measure J. The 2009 Action Plan was prepared while Measure C was still in effect, and thus referred to both Measure C and Measure J.

Chapter 2: Routes of Regional Significance

The information presented in this chapter is the same as was presented in Chapter 1 in the 2009 Plan. There have been some changes in the roads that are designated as Routes of Regional Significance. Specifically, the WCCTAC Board took action in September 2013 to remove the following four roadways from the list of Regional Routes: Cutting Boulevard, El Portal Drive, Macdonald Avenue, and Willow Avenue. In its discretion, the Board determined that these routes primarily or exclusively served travel within a single jurisdiction, and that these routes would not receive enough benefit from the inter-jurisdictional planning process required by this Action Plan to justify their inclusion in the Regional Route network.



Chapter 3: Current Growth Trends and Travel Patterns

The type of information presented in this chapter is the same as was presented in Chapter 2 in the 2009 Plan. The demographic and travel forecasts have been updated with the most current data available.

Chapter 4: Action Plan Goals and Objectives

The 2009 Plan had a large number of goals, key objectives, and actions, some of which were applied on an area-wide basis and others that applied to individual routes. The updated Action Plan has streamlined this section by establishing ten goals that are applicable across the West County region; each action proposed in the next chapter is intended to achieve one or more of these goals.

Most of the MTSOs have been maintained from the 2009 Plan. The one change is that the MTSO for SR 4 and I-580 has been switched to the Delay Index, which is the MTSO used on I-80 and on most of the other freeways throughout the County. To clarify the MTSOs and improve understanding of the numerical measures and how they are applied, the updated plan contains a new table on page 16 that describes each MTSO, identifies the sources of information used to calculate it, and describes the routes to which it is applied.

On the arterial roadways in West County, the designated MTSO is that the level of service at signalized intersections should be LOS D or E, depending on the route (this is consistent with what was called for in the 2009 Plan). New in this updated Action Plan is an acknowledgement of the importance of evaluating the multi-modal effects of any physical changes to the arterial routes; specifically, the updated Action Plan requires that any physical improvement identified as being necessary to achieve the LOS standard be evaluated for its effects on all intersection users, including pedestrians, cyclists, and transit users.

Also new in this updated Action Plan is the definition of special zones around major transit hubs (currently defined as the three BART station areas), which will be subject to



the performance measures specified in the relevant General Plan and/or Specific Plan that addresses that area. Thus the MTSOs defined in the updated Action Plan will not apply in those areas, and instead the performance standards set by the relevant jurisdiction will govern.

Chapter 5: Proposed Regional Actions

The actions presented in Chapter 5 reflect the input and direction from the TAC members. Actions have been updated to reflect the most current information about project status and about the objectives of key programs throughout West County. Actions have been added to implement the Complete Streets studies that have been completed in many West County jurisdictions, to support implementation of major transportation facilities and programs such as the Hercules Intermodal Station and the I-80 ICM project, and to complete trail systems throughout the region. Actions related to local transit have been coordinated with representatives from AC Transit and WestCAT, and actions related to TDM programs have been coordinated with Contra Costa Health Services and WCCTAC staff.

Appendix A contains a table that cross-references the actions with the Routes of Regional Significance. Thus, if a reader wishes to focus on a specific Route, they can consult Appendix A and identify the actions that specifically apply to that Route.

Chapter 6: Procedures for Notification, Review and Monitoring

The only substantive change in this section is that the updated Plan refers only to Measure J and to the Authority's updated Technical Procedures, whereas the 2009 Plan referred to both Measures C and J and to the previous version of the Technical Procedures. The notification and review procedures have remained the same.

We are pleased to transmit the updated West County Action Plan to you, and appreciate your review of this document. Comments can be discussed at the WCCTAC meeting scheduled for January 31.



Action by the WCCTAC Board

At this time, we are requesting that WCCTAC approve the draft West County Action Plan for circulation to local jurisdictions and to the other RTPCs for review and comment, with comments due in approximately 30 days. Comments received will be brought back to the WCCTAC TAC in March, if necessary. The Action Plan would then be revised, and prepared for submittal to CCTA .

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Draft

West County Action Plan for Routes of Regional Significance



Prepared for:



and



January 2014

FEHR & PEERS

WC13-3009.02

13-7

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APPENDICES

Appendix A: Index to Actions by Route

Appendix B: MTSO Values

Introduction

1 Introduction



Measure J continues Contra Costa's innovative Growth Management Program (GMP). To receive its share of local street maintenance and improvement funds and to become eligible for Transportation for Livable Communities (TLC) funds, a local jurisdiction must be found to be in compliance with the GMP, which requires each jurisdiction to

- Adopt a Growth Management Element
- Adopt a local and regional Development Mitigation Program
- Participate In an Ongoing Cooperative, Multi-Jurisdictional Planning Process
- Address Housing Options
- Develop a Five-Year Capital Improvement Program
- Adopt a Transportation Systems Management (TSM) Ordinance or Resolution
- Adopt a Voter-Approved Urban Limit Line

1.1 The Measure J Transportation and Growth Management Program

In November 2004, Contra Costa voters renewed the original Measure C Transportation Improvement and Growth Management Program, a ½-percent sales tax to fund transportation projects and programs, with a new ballot measure called Measure J. Measure J, which started in April 2009, will generate approximately \$2 billion (in 2008 dollars) over a 25-year period.

Among these elements, preparing action plans for routes of regional significance is included under the requirement to "Participate in an Ongoing Cooperative, Multi-Jurisdictional Planning Process". The specific requirements of this element as defined in Measure J are as follows:

Each jurisdiction shall participate in an ongoing process with other jurisdictions and agencies, the Regional Transportation Planning Committees and the Authority to create a balanced, safe and efficient transportation system and to manage the impacts of

growth. Jurisdictions shall work with the Regional Transportation Planning Committees to:

- 1. Identify Routes of Regional Significance, and establish Multimodal Transportation Service Objectives for those routes and actions for achieving those objectives.*
- 2. Apply the Authority's travel demand model and technical procedures to the analysis of General Plan Amendments (GPAs) and developments exceeding specified thresholds for their effect on the regional transportation system, including on Action Plan objectives.*
- 3. Create a development mitigation program.*
- 4. Help develop other plans, programs and studies to address other transportation and growth management issues.*

In consultation with the Regional Transportation Planning Committees, each jurisdiction shall use the travel demand model to evaluate changes to local General Plans and the impacts of major development projects for their effects on the local and regional transportation system and the ability to achieve the Multimodal Transportation Service Objectives established in the Action Plans.

Jurisdictions shall also participate in the Authority's ongoing countywide comprehensive transportation

planning process. As part of this process, the Authority shall support countywide and sub-regional planning efforts, including the Action Plans for Routes of Regional Significance, and shall maintain a travel demand model. Jurisdictions shall help maintain the Authority's travel demand modeling system by providing information on proposed improvements to the transportation system and planned and approved development within the jurisdiction.¹

The Contra Costa Transportation Authority ("the Authority") is responsible for evaluating whether each jurisdiction is fully complying with the GMP. With Measure J, the jurisdiction's eligibility to receive Transportation for Livable Community funding may also be withheld for non-compliance with the GMP.²

1.2 The Action Plan Purpose

The purpose of the Action Plans is for each Regional Transportation Planning Committee (RTPC) to work cooperatively to establish overall goals, set performance measures (called Multi-modal Transportation Service Objectives, or MTSOs) for designated Routes of Regional

¹ Measure J: Contra Costa's Transportation Sales Tax Expenditure Plan, Contra Costa Transportation Authority, July 21, 2004, pp. 24 & 25.

² The Contra Costa TLC Program funds transportation enhancement projects in urban, suburban and rural communities to support a balanced transportation system, create affordable housing, and make Contra Costa's communities more pedestrian, bicycle, and transit friendly.

Introduction

Significance, and outline a set of projects, programs, measures, and actions that will support achievement of the MTSOs.

Action Plans are required to be prepared by the RTPC for each subarea of Contra Costa County (West, Central, East, Lamorinda, and the Tri-Valley). The Authority is responsible for funding this effort, and for coordinating and knitting together the Action Plans from each RTPC into the Countywide Comprehensive Transportation Plan (CTP).

The West County Action Plan contains the following components:

Routes of Regional Significance (Chapter 2) identifies the Routes of Regional Significance within West County.

Current Commuting Patterns and Overall Growth Trends (Chapter 3) looks at long-range land use changes and anticipated traffic growth.

Action Plan Goals and Objectives (Chapter 4) describes the overall goals of the plan, and identifies the MTSOs that are applied to each Regional Route.

Proposed Regional Actions (Chapter 5) identifies specific actions, programs and measures, and assigns responsibility for their implementation.

Procedures for Notification, Review, and Monitoring (Chapter 6) includes project notification procedures and the process for general plan review.



1.3 Definition of Terms

The following terms, which are used repeatedly in this document, are defined below:

Policies. The policies of an Action Plan help guide its overall direction. Decisions regarding investments, program development, and development approvals are based on these policies.

Goals. A goal is a statement that describes in general terms a condition or quality of service desired that is in line with the policies. For example, a common goal from past Action Plans was to "provide and encourage the use of alternatives

to the single-occupant auto.” This goal would be in line with a policy that calls for “an efficient transportation system.”

Multi-Modal Transportation Service Objectives. MTSOs are specific, quantifiable objectives that describe a desired level of performance for a component of the transportation system.

Actions. Actions are the specific programs, projects, measures, or steps that are recommended for implementation to meet the MTSOs set forth in the Action Plan. The responsibility of carrying out the actions falls to the individual local jurisdiction, or to the Regional Committee as a whole. Actions may involve implementing specific projects at the local level, or they may call for the RTPC to support major projects that have a regional impact. Implementation of adopted actions is a required condition of compliance with the Measure J GMP.

Routes of Regional Significance. Routes of Regional Significance are roadways that connect two or more subareas of Contra Costa, cross County boundaries, carry significant through traffic, and/or provide access to a regional highway or transit facility. The Authority may designate a Regional Route that meets one or more of these criteria.

Routes of Regional Significance 2



2 Routes of Regional Significance

The Action Plan designates a system of Routes of Regional Significance, as defined in this chapter.

2.1 Designating Routes of Regional Significance

One of the key elements of the Action Plan is the designation of the Routes of Regional Significance. The RTPCs have the authority to propose designation of Routes of Regional Significance in their regions. In considering what routes to designate, the Measure J GMP guidelines recommend four questions that are outlined below. These are not absolute rules (i.e., a transportation facility that answers yes to one or

more of these questions is not required to be designated as a Route of Regional Significance), but are meant to guide the RTPC in identifying the routes that are very important transportation corridors in their region.

1. Does the road connect two or more "regions" of the County?
2. Does the road cross County boundaries?
3. Does the road carry a significant amount of through-traffic?
4. Does the road provide access to a regional highway or transit facility (e.g. a BART station or freeway interchange)?

The RTPC may propose, and the Authority may designate, a Regional Route that meets one or more of the above criteria. Alternatively, some routes that meet one or more of the criteria can remain undesignated, provided that a consensus not to designate such routes is reached among affected jurisdictions. Furthermore, routes that enter or leave the RTPC require joint discussions among the affected regional committees to determine if consensus can be reached regarding designation.

In this Action Plan, the WCCTAC Board has chosen to remove the Route of Regional Significance designation from four previously-designated routes, namely: Cutting Boulevard, El Portal Drive, Macdonald Avenue, and Willow Avenue. In its discretion, the Board determined that these routes primarily or exclusively served travel within a single jurisdiction, and that these routes would not receive enough benefit from the inter-jurisdictional planning process required by this Action Plan to justify their inclusion in the Regional Route network.

2.2 List of Routes of Regional Significance

The Routes of Regional Significance are shown in Figure 2-1. A description of each route is as follows:

- 1. Appian Way.** From San Pablo Avenue to San Pablo Dam Road.
- 2. Carlson Boulevard.** From 23rd Street to San Pablo Avenue.
- 3. Central Avenue.** From San Pablo Avenue to I-580.
- 4. Cummings Skyway.** From San Pablo Avenue to SR 4.
- 5. Interstate 80.** From the Alameda County line to the Solano County line. I-80 is the primary inter-regional commute corridor through West County, and has major regional significance to the Bay Area.
- 6. Interstate 580.** From I-80 to the Marin County line. I-580 carries inter-regional traffic between the East Bay and the North Bay.
- 7. Richmond Parkway.** From I-80 to I-580 (including Garrard Boulevard portion). Richmond Parkway is an important connector for traffic traveling between I-80 and I-580.
- 8. San Pablo Avenue.** From the Alameda County line to I-80/Pomona Street in Crockett. San Pablo Avenue is the most important corridor for inter-city travel in West County: it is the primary transit spine of the region, it travels through all of the West County cities (in many cases, functioning as "Main Street"), and it is the primary reliever route to I-80 during periods of severe freeway congestion.

- 9. San Pablo Dam Road.** From San Pablo Avenue to the boundary with the Lamorinda region. San Pablo Dam Road is an important intra-County route, connecting travelers from I-80 in West County to SR 24 in Orinda, and it also serves as the primary commercial corridor for El Sobrante.
- 10. State Route 4.** From I-80 to Cummings Skyway. SR 4 carries intra-County traffic between West County, Central County and East County.
- 11. 23rd Street.** From San Pablo Avenue to I-580.

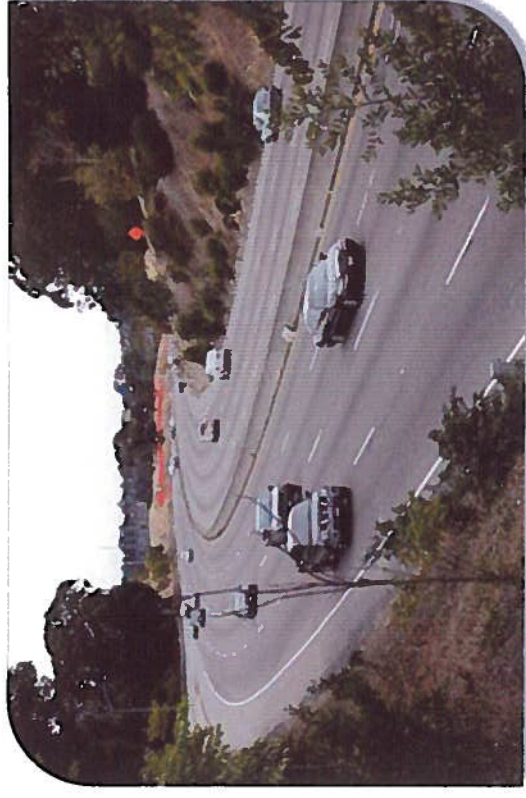
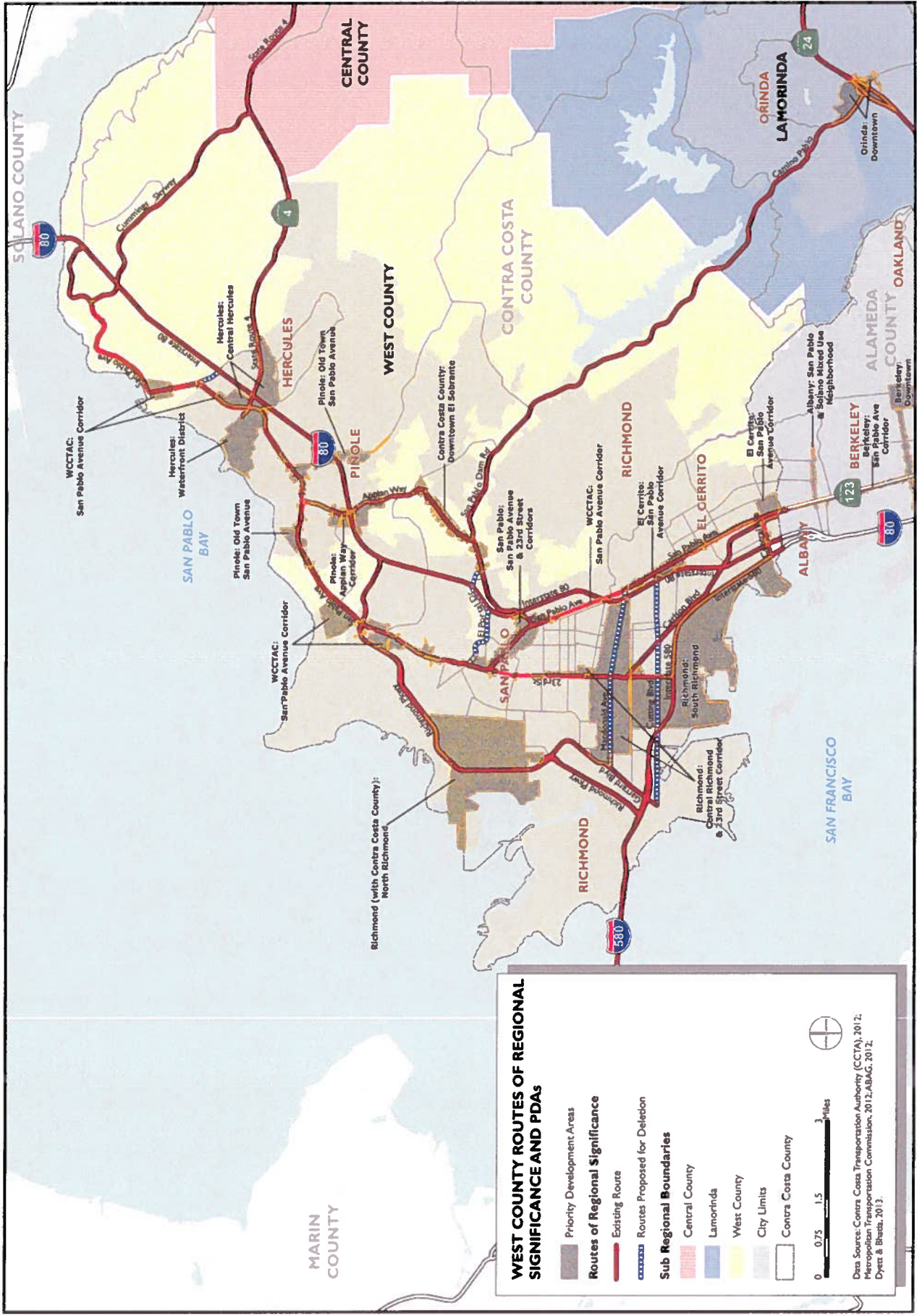


Figure 2-1 West County Routes of Regional Significance



13-17

El Cerrito | Hercules | Pinole | Richmond | San Pablo
Bayview-Montalvin | Crockett | East Richmond Heights
El Sobrante | Hasford Heights | Kensington | North Richmond
Port Costa | Rodeo | Rollingwood | Tara Hills

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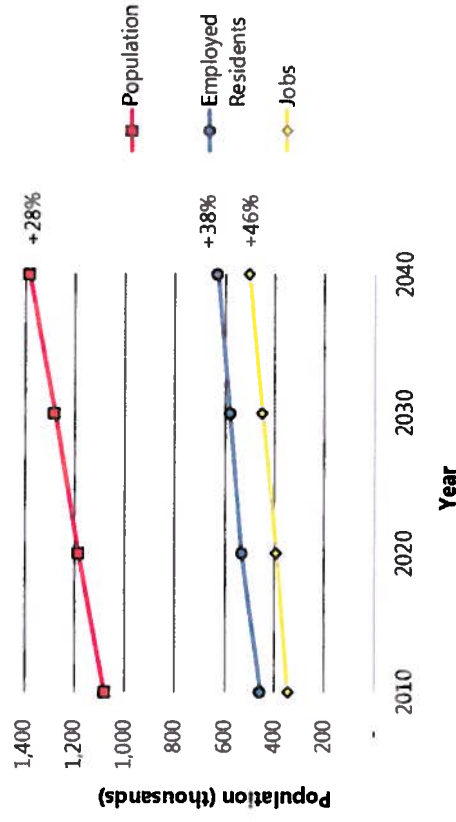
3 Current Growth Trends and Travel Patterns

Forecasts of future population and employment growth in West County, as well as projections of future travel demand on major West County transportation facilities, are drawn from the most recent available regional travel model maintained by the Authority. The current Authority travel model contains land use projections consistent with those produced by the Association of Bay Area Governments (ABAG) as part of their Projections 2011 dataset, and also contains assumptions about transportation system improvements that are consistent with the financially-constrained Regional Transportation Plan.

3.1 Demographic Forecasts

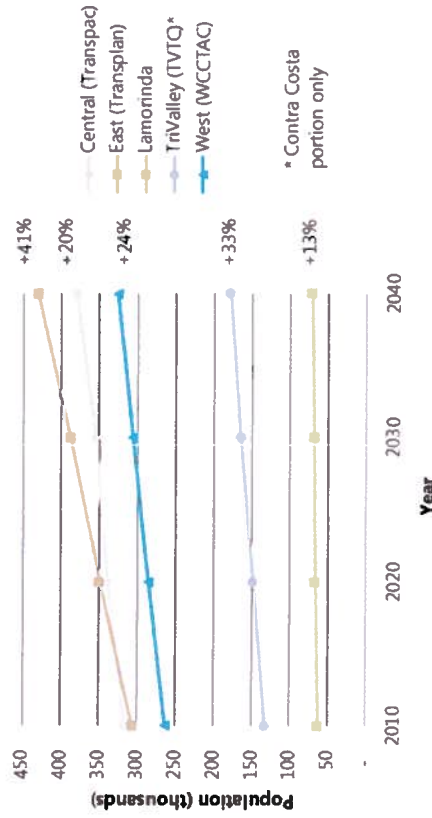
Countywide forecasts for population, employed residents, and jobs are shown in Figure 3-1. Population and job growth are expected to follow fairly similar patterns, with jobs growing at a faster rate (an average annual rate of 1.3 percent) than population (at an average annual rate of 0.8 percent).

Figure 3-1 Contra Costa County Demographic Forecasts



Subregional forecasts for population are shown in Figure 3-2. West County is represented by the blue line. The West County population is projected to grow at a fairly modest rate (24 percent between 2010 and 2040); by 2040, West County is anticipated to be home to about 325,000 people, a lower population than Central or East County, but a much larger population than the Lamorinda area or the Contra Costa portion of the Tri-Valley. It is projected that about 24,000 new dwelling units would be added in West County in order to house the additional population.

Figure 3-2 Subregional Population Growth



Subregional forecasts for jobs are shown in Figure 3-3. Again, West County is represented by the blue line. Countywide, jobs are expected to grow faster than population, and West County is projected to experience

significant job growth of 56 percent between 2010 and 2040, second only to East County in the rate of new jobs added. While West County will add a substantial number of jobs, Central County will continue to have the highest number of jobs of any of the subregions.

Figure 3-3 Subregional Job Growth

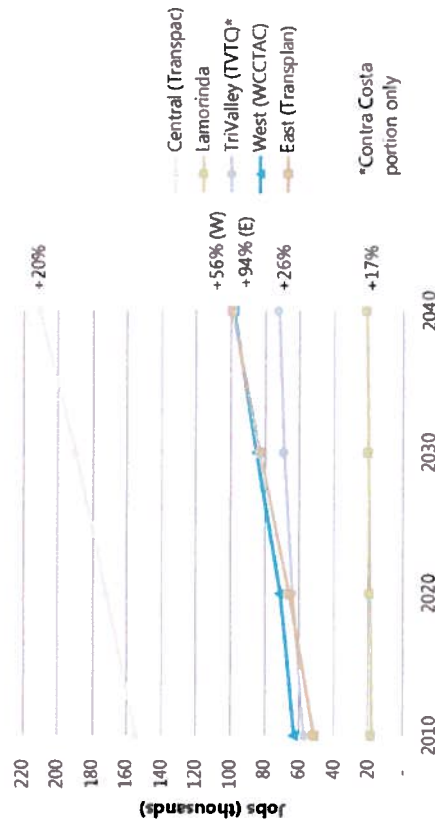
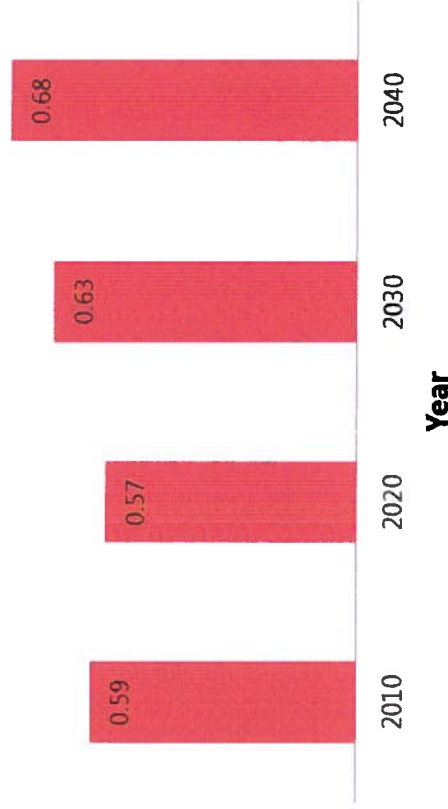


Figure 3-4 presents the ratio of jobs-to-employed residents for West County between 2010 and 2040. A ratio of 1.0 means that the number of jobs in that subregion equals the number of employed residents; this is a measure of the balance between housing and jobs, which affects transportation topics such as commuting patterns and travel time. The

Current Growth Trends and Travel Patterns 3

ratio of jobs-to-employed-residents in West County is expected to increase, from 0.59 in 2010 to 0.68 in 2040, indicating that the balance between housing and jobs is expected to improve. However, at a ratio of 0.68, that still means that many West County residents who are employed will be commuting to jobs outside of the subregion.

Figure 3-4 *West County Jobs per Employed Resident*



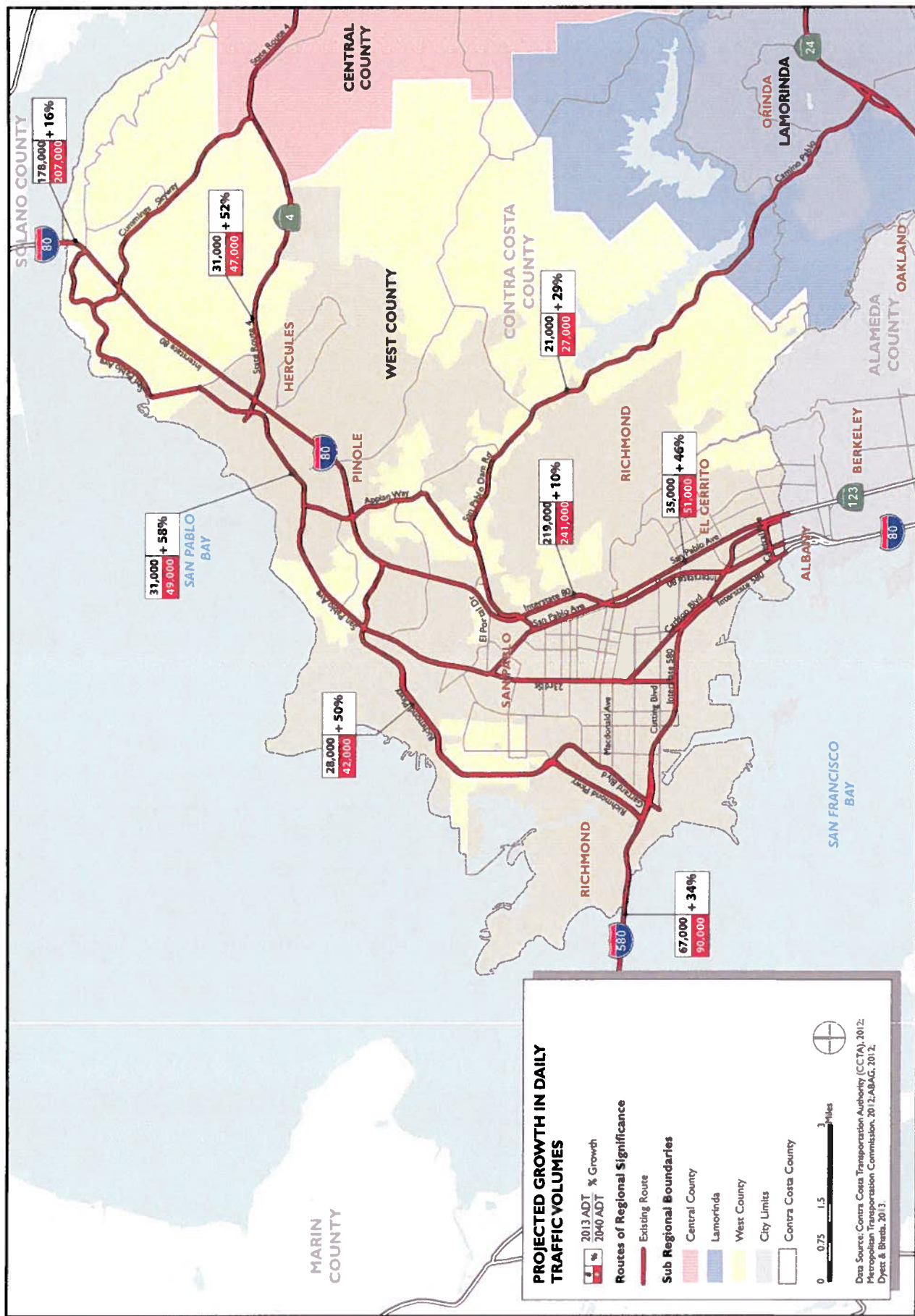
3.2 Traffic Forecasts

The regional travel demand model maintained by the Authority was applied to generate estimates of the future traffic volumes expected on major roadways throughout the County. Figure 3-5 presents a map showing the projected growth in daily traffic volumes on several major facilities in West County. As is shown in this map, traffic volumes

throughout West County are anticipated to increase substantially by the year 2040, as the local population continues to grow. (It should be noted that the model results shown here are intended to give an idea of the order-of-magnitude changes in traffic volumes anticipated across the region; much more detailed and refined studies would be undertaken for any specific project.)



Figure 3-5 Average Daily Traffic on Major Routes in West County



13-22



4 Action Plan Goals and Objectives

4.1 Action Plan Goals

This Action Plan contains nine goals for West County.

A. Provide efficient and effective local and regional transit services.

Increasing levels of congestion on major highways and arterials in West County requires continual investment in transit services that can help to address the effects of traffic growth. Enhanced local transit service helps to reduce congestion on arterials and provides critical access to existing regional transit services such as BART and Amtrak. Bus connections to

major BART stations such as Richmond and El Cerrito del Norte will continue to be important areas for improvement. BART services and facilities should also be expanded as needed to serve future demand.

B. Expand high-capacity transit in West County.

The existing high-capacity transit in West County is heavily utilized, but directly serves only some of the local residents and workplaces. Extending high-capacity transit to reach more of the area would increase the number of regional travel options for West County and beyond, thus spreading the travel demand over multiple modes.

C. Increase use of active transportation modes.

Walking and biking provide the dual benefit of environmentally friendly travel that also achieves public health goals for higher levels of physical activity. Combined with transit, walking and biking can replace longer auto trips for additional congestion and environmental benefits. West County is committed to increasing the number of trips taken via active transportation modes.

D. Complete and expand the regional trail system.

Regional trails support the use of active transportation for both recreation and commute purposes. Regional trails can also attract visitors by serving as a destination, potentially stimulating economic activity along the trail, and can help to alleviate congestion during weekends and

other non-commute periods. West County supports efforts to complete planned trail segments and to increase connectivity to existing trails.

E. Implement Complete Streets enhancements identified in local plans.

West County jurisdictions have adopted Complete Streets policies into their General Plans, codifying the importance of accommodating multiple modes on local streets. West County supports this effort and encourages its expansion.

F. Pursue and sponsor transportation demand management programs to reduce single-occupant vehicle travel.

Constraints on highway and roadway capacity require management of vehicle demand for those facilities. Transportation demand management (TDM) programs include a variety of strategies for increasing travel choices, including the emerging use of social media applications; these strategies are often more efficient and environmentally friendly than travel by single-occupant vehicle. Coupled with providing more travel choices, TDM programs also include an education component, thus increasing the likelihood of success. TDM strategies should be included in a package of options for decreasing the number of single-occupant auto trips.

G. Actively manage growth to support regional land use and transportation goals.

West County goals include attracting more employment to invigorate commercial centers and provide more economic opportunities for local residents, and targeting growth around high-capacity transit hubs to encourage development within Priority Development Areas (PDAs) for more efficient use of local and regional transportation resources.

H. Improve the efficiency of highway and arterial operations.

Highways and major arterials in West County will continue to serve as key connections to major economic centers of the Bay Area. Improving connectivity to these facilities will ensure efficient goods movement and discourage heavy truck traffic through residential communities. Operational improvements will smooth and balance traffic flow over all time periods, making optimal use of the existing investments in West County facilities.

I. Maintain existing transportation facilities in adequate condition to provide safe and effective service.

West County jurisdictions and transit operators should seek adequate funds and systems to properly maintain the multimodal transportation system, recognizing that adequate maintenance is an important aspect of increasing the design life of capital investments and improving public safety.

J. Support and improve quality of life in communities impacted by rail transport.

Action Plan Goals and Objectives 4

West County hosts several freight rail lines, and many West County neighborhoods experience adverse effects of rail transport, such as noise, air pollution, and safety at track crossings. West County is committed to addressing and reducing these impacts in order to improve the quality of life for all residents.



4.2 Multi-modal Transportation Service Objectives

4.2.1 Definition of Multi-modal Transportation Service Objectives

The CCTA's Implementation Guide gives the RTPCs significant flexibility in choosing MTSOs for their Action Plans. As long as the objective is quantifiable, and includes a timeframe for achievement of the objective, it can be proposed for inclusion in the Action Plan. Unless otherwise specified, the MTSOs proposed here are to be achieved either on an on-going basis or concurrent with completion of major projects within the specified corridor.



Selection of the MTSOs outlined below was based in part on whether the objective could be easily measured through observation and forecasted through use of the Countywide Model. The MTSOs generally remain the same as were used in the 2009 West County Action Plan; new in this plan is the definition of special zones around major transit hubs, which are subject to different performance measures than the typical MTSOs (see the section below on "Route-Specific Multi-Modal Transportation Service Objectives" for more details).

Through the adoption of Measure J, the analysis requirements of MTSOs have become more formalized. These measures will be subject to analysis for impacts of various proposed development and transportation projects, in accordance with Measure J.

Three MTSOs are proposed to be applied in this West County Action Plan Update; the MTSOs are defined and described in the table below.

Descriptions of MTSOs				
MTSO Measure	Definition	Example	Sources of Information	Application
Delay Index	A measure of delay experienced by motorists on a roadway segment during a peak hour in a single direction. The Delay Index is calculated by measuring the time it takes to travel a segment of road during congested conditions, and comparing it to the time it takes to travel the same segment during uncongested, free-flow conditions.	It takes 40 minutes to drive from Point A to Point B during rush hour. The same drive takes 20 minutes during uncongested conditions at midday. Delay Index = $40 / 20 = 2.0$	Travel speeds on freeways to be monitored through Caltrans Performance Measurement System (PeMS) data, or through travel time runs conducted during congested periods.	All freeways and expressways in West County.
Signalized Intersection LOS	A measure of traffic conditions at a signalized intersection. LOS is expressed in ratings from "A" through "F", with "A" meaning that all traffic clears the intersection on every cycle and "F" meaning that drivers must wait through multiple cycles to clear the intersection.	Based on the number of seconds of delay experienced by drivers passing through the intersection. This metric should be calculated using the methods specified in CCTA Technical Procedures.	Intersection turning movement counts are collected every two years by CCTA as part of the MTSO monitoring program.	Arterial routes (listed on next page).
HOV Lane Usage	A measure of the efficient utilization of the HOV lane.	Measured by counting the number of vehicles using the HOV lanes at the highest HOV volume section.	HOV volumes to be determined based on HOV lane utilization report published by Caltrans.	Freeways with HOV lanes.

4.2.2 Route-Specific Multi-modal Transportation Service Objectives

Arterial Routes

Peak hour LOS at signalized intersections along arterial Routes of Regional Significance should be at the level defined below, and calculated based on the method of analysis presented in the Authority's Technical Procedures. Any physical improvement identified as being necessary to achieve this standard shall be evaluated for its effects on all intersection users, including pedestrians, cyclists, and transit users.

The following MTSOs are defined by this Action Plan:

- 23rd Street: LOS D
- Appian Way: LOS D
- Carlson Blvd: LOS D
- Central Avenue: LOS D
- Cummings Skyway: LOS D
- Richmond Parkway: LOS D
- San Pablo Avenue: LOS E
- San Pablo Dam Road: LOS E

Furthermore, within specific Pedestrian-Bicycle-Transit (PBT) zones, the MTSO specified in this document will not be applied; instead, the performance standards defined within the relevant

jurisdiction's General Plan and/or a Specific Plan covering that area will govern. PBT zones shall be within a Priority Development Area, and are typically areas where transit and active transportation modes are given priority over passenger vehicles.

For the purposes of this Action Plan, the "PBT zones" are defined as those locations within a ½-mile radius of the following major transit hubs:

1. El Cerrito Plaza BART Station
2. El Cerrito del Norte BART Station
3. Richmond BART Station

Freeways/Expressways

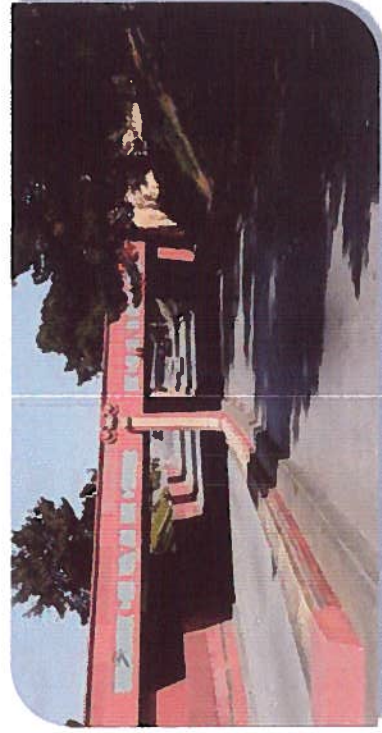
Travelers in urban and suburban areas have come to accept peak hour congestion, especially along freeways. West County desires to keep point-to-point travel time at a tolerable maximum and ensure that HOV lanes are well-utilized. West County also recognizes that freeway congestion, particularly along I-80, is increasingly occurring during traditionally "off-peak" times, such as during weekend days; in the evaluation of specific projects, local agencies are encouraged to consider applying these freeway MTSOs to whatever time period would be most affected by added project traffic.

The following MTSOs apply to the following facilities within West County:

- I-580: Delay Index of 2.5 or less
- SR 4: Delay Index of 2.0 or less
- I-80:
 - Delay Index of 3.0 or less
 - HOV lane usage increased by 10% over 2013 levels

Current and Forecasted MTSO Values

CCTA is responsible for regular monitoring of the MTSOs for all the subregions, as well as for the forecasting of future MTSO values. Appendix B contains the results of that monitoring and forecasting process for West County.



Proposed Regional Actions 5



reference to "Local Jurisdictions" is intended to indicate all of the cities as well as Contra Costa County. Note that Appendix A contains a table that cross-references the Routes of Regional Significance with the proposed actions that apply to each route.

5 Proposed Regional Actions

The following table presents all of the actions proposed for this West County Action Plan. Each action is cross-referenced to the Route(s) of Regional Significance to which it applies (see the key to the Routes at the bottom of each page), as well as to the applicable Action Plan Goal(s). The agencies responsible for taking each action are also identified;

ACTIONS FOR WEST COUNTY ROUTES OF REGIONAL SIGNIFICANCE

Action #	Action	Responsible Agency	Applicable Goals	Affected Routes
1	Work with local transit providers and regional funding agencies to identify funding for and provide bus-oriented improvements along local routes, and to improve headways and expand bus service along important corridors in West County.	WCCTAC, Local jurisdictions, Transit providers	A, I	1, 2, 3, 7, 8, 9, 11
2	Implement transit-oriented development in the designated Pedestrian-Bicycle-Transit (PBT) zones using design principles that support local bus services and pedestrian/bicycle access.	Local jurisdictions, transit providers	A	8, 11
3	Encourage development of plans, programs and projects that support transit-oriented development within all Priority Development Areas.	Local jurisdictions, BART	G	All
4	Encourage development of new or expanded park-n-ride lots along freeway corridors and at major activity centers.	WCCTAC, Caltrans, Local jurisdictions, Transit providers	A, I	5, 6, 10
5	Partner with the Water Emergency Transportation Authority and MTC to plan and fund ferry service in West County.	WCCTAC, Cities of Richmond and Hercules	A	
6	Participate in studies regarding passenger rail improvements in West County, such as expansion of service on the Capital Corridor or San Joaquin Corridor.	WCCTAC, Local jurisdictions, Capitol Corridor JPA, San Joaquin JPA, BART	A, B, J	
7	Complete the West Contra Costa Transportation Investment Study, including evaluation of transit opportunities, roadway improvements, and other projects.	WCCTAC, Local jurisdictions, Transit providers, MTC	A, B	All

Routes of Regional Significance:

1. Apian Way | 2. Carlson Boulevard | 3. Central Avenue | 4. Cummings Skyway | 5. Interstate 80 | 6. Interstate 580
7. Richmond Parkway | 8. San Pablo Avenue | 9. San Pablo Dam Road | 10. State Route 4 | 11. 23rd Street

5

Proposed Regional Actions

ACTIONS FOR WEST COUNTY ROUTES OF REGIONAL SIGNIFICANCE				
Action #	Action	Responsible Agency	Applicable Goals	Affected Routes
8	Support projects and programs that improve the passenger experience, upgrade systems and expand the capacity of BART stations in West County.	WCCTAC, BART, Cities of El Cerrito and Richmond	A	
9	Continue to update and implement local and regional bicycle and pedestrian plans, and support the preparation of bicycle and pedestrian plans in those communities where they do not currently exist.	WCCTAC, Local jurisdictions, CCTA	C	All
10	Support the WCCTAC TDM program in promoting commute methods and modes that reduce single-occupant vehicle travel at peak times.	WCCTAC, Local jurisdictions, 511 Contra Costa	F	All
11	Participate in the countywide Safe Routes to School needs assessment, and use the results of that effort to identify and seek funding for bicycle and pedestrian improvements in West County school areas.	WCCTAC, Local jurisdictions, Transit providers, CCTA	C	1, 2, 3, 7, 8, 9, 11
12	Support and participate in the efforts of Contra Costa Health Services in providing Safe Routes to School education and encouragement programs in area schools.	WCCTAC, Local jurisdictions	C	1, 2, 3, 7, 8, 9, 11
13	Consider bicycle and pedestrian needs in all neighborhood and roadway planning and design efforts, particularly within Priority Development Areas.	Local jurisdictions, BART	C	All
14	Require new development projects to provide bike racks, lockers and other secure bike parking options at appropriate locations, and seek funding to provide bike parking at key activity centers throughout West County.	Local jurisdictions, WCCTAC	C	All
15	Support and fund programs, such as the Street Smarts Program, to increase the level of public education about bicycle safety and to reduce injuries due to pedestrian or bicycle collisions.	WCCTAC, Local jurisdictions	C	

Routes of Regional Significance:

1. Appian Way | 2. Carleton Boulevard | 3. Central Avenue | 4. Cummings Skyway | 5. Interstate 80 | 6. Interstate 580
7. Richmond Parkway | 8. San Pablo Avenue | 9. San Pablo Dam Road | 10. State Route 4 | 11. 23rd Street

ACTIONS FOR WEST COUNTY ROUTES OF REGIONAL SIGNIFICANCE

Action #	Action	Responsible Agency	Applicable Goals	Affected Routes
16	Participate in planning studies for the Bay Trail extension along I-580, from Castro Street to the Richmond-San Rafael Bridge.	WCCTAC, City of Richmond	C, D	6
17	Improve pedestrian and bicycle access through freeway interchange areas.	Local jurisdictions, Caltrans	C	1, 2, 3, 5, 6, 8, 9, 11
18	Conduct a bicycle route feasibility study along Richmond Parkway, and work to improve the Bay Trail crossing at Wildcat Creek and close other trail gaps along the Parkway.	City of Richmond, Contra Costa County	C, D	7
19	Plan and implement enhanced railroad crossings to reduce noise and quality-of-life impacts throughout West County; enhancements may involve implementing quiet zones, grade separations, train-traffic signal preemption systems, or other measures.	WCCTAC, Local jurisdictions, CCTA	H, J	2, 3, 7, 8, 11
20	Complete the reconstruction of the I-80/San Pablo Dam Road interchange.	City of San Pablo, CCTA, Caltrans	E, H	5, 9
21	Support implementation, operations and maintenance of the I-80 Integrated Corridor Mobility project.	WCCTAC, Local jurisdictions, Caltrans	H	1, 3, 4, 5, 7, 8, 9, 10
22	Enhance State Route 4 to a full freeway between I-80 and Cummings Skyway, including adding a connection between westbound I-80 and eastbound SR 4.	WCCTAC, CCTA, Caltrans, City of Hercules	H	4, 10
23	Implement recommendations of the State Route 4 Integrated Corridor Analysis.	WCCTAC, CCTA	H	10

Routes of Regional Significance:

1. Appian Way | 2. Carlson Boulevard | 3. Central Avenue | 4. Cummings Skyway | 5. Interstate 80 | 6. Interstate 580
7. Richmond Parkway | 8. San Pablo Avenue | 9. San Pablo Dam Road | 10. State Route 4 | 11. 23rd Street

5

Proposed Regional Actions

ACTIONS FOR WEST COUNTY ROUTES OF REGIONAL SIGNIFICANCE				
Action #	Action	Responsible Agency	Applicable Goals	Affected Routes
24	Explore options to extend the truck climbing lane on Cummings Skyway, and to implement a Class II bike lane on Cummings Skyway between San Pablo Avenue and Franklin Canyon Road.	Contra Costa County	C, H	4
25	Work with WCCTAC, local jurisdictions and CCTA to seek funding to implement recommendations of the North Richmond Truck Route Study (or other mutually agreed upon implementation measures), to improve connectivity to designated truck routes, discourage non-local heavy truck traffic on local streets, and improve public health and safety in West County communities.	Contra Costa County, Cities of Richmond and San Pablo, CCTA, WCCTAC	H	6, 7
26	Complete the improvements associated with the I-80/Central Avenue interchange.	Cities of El Cerrito and Richmond	H	3, 5
27	Close gaps in the regional trail and bicycle route systems, and develop local bike route links to the Bay Trail and Richmond and Ohlone Greenways to facilitate longer-distance bicycle travel through West County and to neighboring regions.	WCCTAC, Local jurisdictions, CCTA	C, D	3, 8
28	Maintain pavement management systems and schedules, and continue to seek additional funding for local roadway maintenance.	Local jurisdictions	I	1, 2, 3, 4, 7, 8, 9, 11
29	Complete a West County goods movement study, focused on ensuring efficient movement of goods while reducing impacts (environmental, health, quality-of-life) on West County residents.	WCCTAC, Local jurisdictions, Caltrans, CCTA, MTC	H, I, J	4, 5, 6, 7, 8, 9, 10
30	Comply with the CCTA Growth Management Program through monitoring of new development proposals and General Plan amendments, and allowing for collaboration and comment from other jurisdictions.	WCCTAC, Local jurisdictions	G	

Routes of Regional Significance

1. Apian Way | 2. Carlson Boulevard | 3. Central Avenue | 4. Cummings Skyway | 5. Interstate 80 | 6. Interstate 580
7. Richmond Parkway | 8. San Pablo Avenue | 9. San Pablo Dam Road | 10. State Route 4 | 11. 23rd Street

ACTIONS FOR WEST COUNTY ROUTES OF REGIONAL SIGNIFICANCE

Action #	Action	Responsible Agency	Applicable Goals	Affected Routes
31	Explore ways to increase revenue to maintain roads, transit facilities, trails, and all associated infrastructure.	WCCTAC, CCTA, Local jurisdictions, Transit providers	I	All
32	Investigate and support opportunities for using new technologies to reduce single-occupant vehicle travel and to use existing system capacity more efficiently; examples may include real-time ridesharing programs, online traveler information systems, smart highways, connected vehicles, and other technologies.	WCCTAC, Local jurisdictions, CCTA, Transit providers	F	All
33	Support and implement the West County Subregional Transportation Mitigation Program, which generates funds to support specific capital improvements throughout West County.	WCCTAC, Local jurisdictions	A, E, G	All
34	Improve the reliability and efficiency of bus service along San Pablo Avenue.	Local jurisdictions, Transit providers	A	8
35	Implement the recommendations of the Complete Streets plans that affect San Pablo Avenue.	Cities of El Cerrito, Richmond and San Pablo	A, C, E	1, 3, 7, 8, 9
36	Implement the San Pablo Avenue Complete Streets/Bay Trail project between Rodeo and Crockett.	Contra Costa County	A, C, E	8
37	Implement the recommendations of the Appian Way Alternatives Analysis and Complete Streets Study.	Contra Costa County, City of Pinole	A, C, E	1, 8

Routes of Regional Significance:

1. Appian Way | 2. Carlson Boulevard | 3. Central Avenue | 4. Cummings Skyway | 5. Interstate 80 | 6. Interstate 580
7. Richmond Parkway | 8. San Pablo Avenue | 9. San Pablo Dam Road | 10. State Route 4 | 11. 23rd Street

ACTIONS FOR WEST COUNTY ROUTES OF REGIONAL SIGNIFICANCE				
Action #	Action	Responsible Agency	Applicable Goals	Affected Routes
38	Implement the recommendations of the Downtown El Sobrante Study.	Contra Costa County	A, C, E	1, 9
39	Complete the implementation of the Hercules Intermodal Station.	City of Hercules, Transit providers	A	5, 8, 10
40	Participate in studies and implement the plans related to the Lawrence Berkeley National Lab Second Campus.	Cities of Richmond and El Cerrito, WCCTAC, Transit providers	A, C, G	2, 6, 11
41	Implement the recommendations of the WCCTAC Transit Enhancements and Wayfinding Study, which identifies specific local access improvements to the West County BART stations and intermodal transfer centers.	Local jurisdictions, Transit providers	A, C, E	2, 3, 7, 8, 11
42	Support completion of the Wildcat Creek Trail, including the Bay Trail to Ridge Trail connector.	Cities of Richmond and San Pablo, Contra Costa County	C, D	
43	Implement the recommended actions in the I-80 Corridor System Management Plan (CSMP).	WCCTAC, Local jurisdictions, Caltrans, CCTA	H	5
44	Implement the recommendations of the specific plans along 23 rd Street.	Cities of Richmond and San Pablo	A, C, E	11

Routes of Regional Significance:

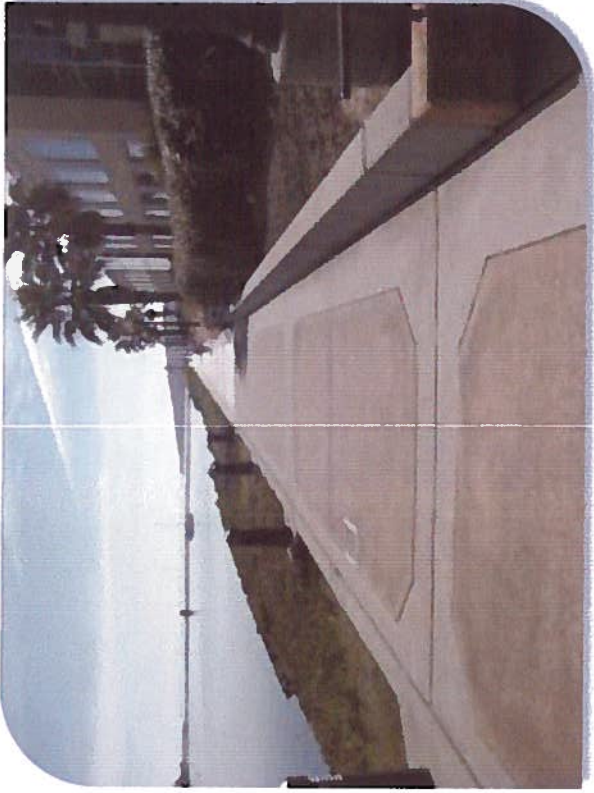
1. Appian Way | 2. Carlson Boulevard | 3. Central Avenue | 4. Cummings Skyway | 5. Interstate 80 | 6. Interstate 580
7. Richmond Parkway | 8. San Pablo Avenue | 9. San Pablo Dam Road | 10. State Route 4 | 11. 23rd Street

ACTIONS FOR WEST COUNTY ROUTES OF REGIONAL SIGNIFICANCE

Action #	Action	Responsible Agency	Applicable Goals	Affected Routes
45	Continue to evaluate long-term solutions to congestion around the El Cerrito del Norte BART station, with particular attention to methods that could improve local and regional transit and auto access to the station, along with improving multimodal access and circulation for transit-oriented development and businesses in the area.	City of El Cerrito, Transit providers, WCCTAC	A, C, H	8
46	Participate in a study of high-occupancy transit options in the I-80 corridor in West County.	WCCTAC, Local jurisdictions, CCTA, Transit providers	B	5

Routes of Regional Significance:

1. Appian Way | 2. Carlson Boulevard | 3. Central Avenue | 4. Cummings Skyway | 5. Interstate 80 | 6. Interstate 580
 7. Richmond Parkway | 8. San Pablo Avenue | 9. San Pablo Dam Road | 10. State Route 4 | 11. 23rd Street



6 Procedures for Notification, Review and Monitoring

Action Plans are required to include a set of procedures to share environmental documents, review general plan amendments, and monitor progress in attaining the traffic service objectives. The procedures for notification, monitoring, and review are described below.

6.1 Circulation of Environmental Documents

The Action Plan is required to have a set of procedures to share environmental documents. This notification is to occur through the CEQA analysis process, at the following two junctures: first, upon issuance of a Notice of Preparation (NOP), and second, at the stage of Notice of Completion (NOC) of the draft EIR.

The Action Plan is to set the threshold level at which transportation impact studies and/or EIRs are to be circulated to neighboring jurisdictions. Any project that generates at least 100 net new peak hour vehicle trips triggers the requirement for preparation of a transportation impact study and notification of neighboring jurisdictions. Following are examples of projects that could generate in excess of 100 net peak hour vehicle trips:

- A single-family residential development of more than 100 units
- A condominium development of more than 180 units
- A retail center of at least 14,000 square feet
- A general office building of at least 44,000 square feet

6.1.1 Procedure for Circulation and Review of Environmental Documentation

The following procedures are to be followed by the jurisdictions of WCCTAC regarding circulation of environmental documentation:

1. For any proposed project or general plan amendment that generates more than 100 net new vehicle trips during the peak hour for which an environmental document (Negative Declaration, or Environmental Impact Report or Statement) is being prepared, the Lead Agency shall issue a notice of intent to issue a Negative Declaration or a Notice of Preparation for an EIR to all Regional Transportation Planning Committee chairs or designated staff person, and to each member jurisdiction of WCCTAC.
2. WCCTAC shall notify its member jurisdictions of receipt of such notices from jurisdictions in other areas.
3. WCCTAC shall review development projects for compliance with the program for evaluating new development proposals outlined in Action 30 in Chapter 5.

6.2 Review of General Plan Amendments

This Action Plan was developed using land use forecasts that generally reflect future land development allowed within the framework of the adopted General Plans for jurisdictions within West County. General plan amendments enacted after adoption of the Action Plan could therefore adversely affect ability to meet the Action Plan goals, policies and objectives.

The CCTA *Implementation Guide* requires that each Action Plan contain a process for notification and review of the impact of proposed general

plan amendments that exceed a specified threshold size. Accordingly, the process outlined below has been adopted by WCCTAC.

6.2.1 Procedure for Review of General Plan Amendments

In addition to the project review procedures described above, the following procedures are to be followed for general plan amendments that generate more than 100 net new peak hour vehicle trips:

1. Through its participation in WCCTAC, the jurisdiction shall notify WCCTAC and the WCCTAC jurisdictions of the proposed GPA in accordance with the above notification and circulation requirements for environmental documents.
2. Upon request by WCCTAC, the jurisdiction considering the amendment shall confer with WCCTAC to discuss the impacts of the proposed GPA on the adopted Action Plan.

During this discussion:

- o The lead agency proposing the GPA should demonstrate that the amendment will not adversely affect the WCCTAC jurisdiction's ability to implement the adopted Action Plan policies, or the ability to meet Action Plan MTSOs through quantitative or qualitative evaluation of the applicable MTSOs.
- o Alternatively, the lead agency proposing the GPA can propose modifications to either the West County Action Plan or its proposed GPA, or both, for consideration by WCCTAC.

The lead agency and WCCTAC will participate in these discussions with the intent of arriving at a consensus that the proposed GPA will not adversely affect the Action Plan policies or MTSOs, either through mitigations proposed by the lead agency, or modifications to the Action Plan agreed to by WCCTAC, or a combination of the two. If neither of these can be done, approval of the general plan amendment by the lead jurisdiction may lead to compliance issues with the CCTA growth management program.

6.3 Schedule for Action Plan Review

The Action Plans should be periodically reviewed for effectiveness, and updated if there are significant changes in local or regional conditions. See Chapter 3 of the CCTA *Growth Management Program Implementation Guide* for guidance on the development and updates of Action Plans.

In general, the Action Plan review process involves:

- Regular monitoring of traffic conditions on regional routes and reporting to WCCTAC on MTSO performance.
- If any of the MTSOs have not been met, WCCTAC may consider preparing a focused revision to the Action Plan.
- A complete review of the Action Plan should be made on a four- to five-year cycle.
- Individual corridors may be reviewed as deemed appropriate by WCCTAC.

6.4 Implications for Compliance with the Measure J Growth Management Program (GMP)

The CCTA *Implementation Guide* describes the GMP conditions for compliance that relate specifically to Routes of Regional Significance and the Action Plans as listed below:

1. Participating in the preparation and adoption of Action Plans.
2. Implementation of actions to attain MTSOs.
3. Placing conditions on project approvals consistent with the Growth Management Strategy.
4. Circulation of environmental documents as specified in the Action Plan and consistent with Authority policy.
5. Participation in the General Plan Amendment review procedure.

If, however, through CCTA's monitoring program it is determined that the MTSOs are not being met, then this information would be conveyed to WCCTAC for consideration in its periodic review of the Action Plan. The *Implementation Guide* states that if satisfactory progress is observed, then implementation of the Action Plan will continue. If progress has not been satisfactory, a revision to the Action plan may be necessary.

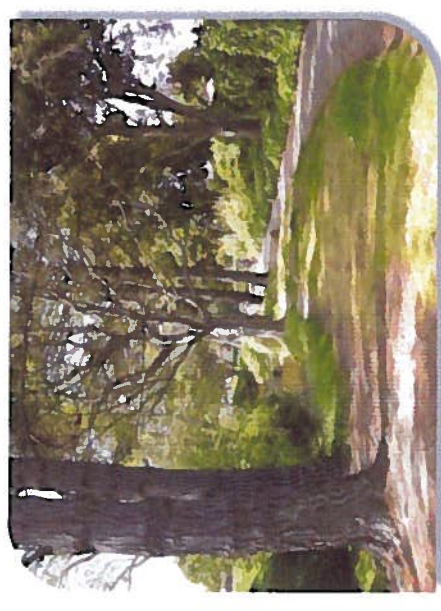
6.4.1 Process for Addressing MTSO Exceedances

From time to time, the MTSOs are monitored to determine whether they are being achieved. In addition, the MTSOs are evaluated to determine if they can be achieved in the future. For this update to the Action Plan, the MTSOs were monitored in 2013, and the traffic forecasts were prepared and evaluated for 2040. In both cases, exceedances of the adopted MTSOs were observed.

Under adopted CCTA policy, exceedance of an MTSO does not constitute a compliance issue with the Growth Management Program.

The primary purpose of the MTSOs is to provide WCCTAC with a quantitative measure of transportation system performance that can be consistently applied as a metric for gauging the impacts of future growth and mitigating those impacts. The MTSOs that WCCTAC has adopted for its Plan reflect WCCTAC's broader objective to ensure an acceptable level

of mobility for its residents and workers to sustain the economy and maintain quality of life.



It is not surprising, therefore, given the level of expected growth in West County and elsewhere throughout Contra Costa, coupled with the constraints on adding new capacity to the system, that some MTSOs may be exceeded either today or in the future.

When an exceedance has been determined, either through monitoring or during the Action Plan update process, the only action required under this Plan is that WCCTAC document the condition, and continue to monitor and address the MTSOs in future updates to the Plan under the timeframe established in this chapter.

In the case where a proposed development project or General Plan Amendment causes an exceedance, or exacerbates a situation where an already exceeded MTSO is worsened, then the procedures in this chapter regarding development application review and general plan amendments shall apply.

Appendix A: Index to Actions by Route

West County Routes of Regional Significance and Applicable Actions		
Route of Regional Significance		Applicable Actions*
1. Appian Way	1, 3, 7, 9, 10, 11, 12, 13, 14, 17, 21, 28, 31, 32, 33, 35, 37, 38	
2. Carlson Boulevard	1, 3, 7, 9, 10, 11, 12, 13, 14, 17, 19, 28, 31, 32, 33, 40, 41	
3. Central Avenue	1, 3, 7, 9, 10, 11, 12, 13, 14, 17, 19, 21, 26, 27, 28, 31, 32, 33, 35, 41	
4. Cummings Skyway	3, 7, 9, 10, 13, 14, 21, 22, 24, 28, 29, 31, 32, 33	
5. Interstate 80	3, 4, 7, 9, 10, 13, 14, 17, 20, 21, 26, 29, 31, 32, 33, 39, 43, 46	
6. Interstate 580	3, 4, 7, 9, 10, 13, 14, 16, 17, 25, 29, 31, 32, 33, 40	
7. Richmond Parkway	1, 3, 7, 9, 10, 11, 12, 13, 14, 18, 19, 21, 25, 28, 29, 31, 32, 33, 35, 41	
8. San Pablo Avenue	1, 2, 3, 7, 9, 10, 11, 12, 13, 14, 17, 19, 21, 27, 28, 29, 31, 32, 33, 34, 35, 36, 37, 39, 41, 45	
9. San Pablo Dam Road	1, 3, 7, 9, 10, 11, 12, 13, 14, 17, 20, 21, 28, 29, 31, 32, 33, 35, 38	
10. State Route 4	3, 4, 7, 9, 10, 13, 14, 21, 22, 23, 29, 31, 32, 33, 39, 40	
11. 23rd Street	1, 2, 3, 7, 9, 10, 11, 12, 13, 14, 17, 19, 28, 31, 32, 33, 40, 41, 44	

* See Chapter 5 for a full list of all Actions.

El Cerrito | Hercules | Pinole | Richmond | San Pablo
Bayview-Montalvin | Crockett | East Richmond Heights
El Sobrante | Hasford Heights | Kensington | North Richmond
Port Costa | Rodeo | Rollingwood | Tara Hills

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Appendix B: MTSO Values

CCTA regularly monitors the values of the MTSOs defined by all of the subregions in their Action Plans for Routes of Regional Significance. The most recent monitoring effort was conducted in early 2013. CCTA is also responsible for forecasting the values of the MTSOs at a given horizon year (which for the purposes of this plan is the year 2040). The 2040 forecasts are the result of applying the CCTA regional travel demand model and reporting the future traffic volumes generated by that model application. It should be noted that the model results are intended to give an idea of the order-of-magnitude changes in traffic volumes anticipated across the region; much more detailed and refined studies would be undertaken for any specific project. This appendix contains the 2013 values reported for the WCCTAC area as part of the regular monitoring effort and the 2040 forecasts of those values (note that the 2040 forecasts are in process for some of the regional routes and will be inserted in this table when available). Please see the CCTA report titled "2013 CMP and MTSO Monitoring Report" for further information.

West County Freeway MTSO Values I-580 Freeway Analysis – Delay Index								
Direction	MTSO Delay Index	2013 Observations				2040 Forecasts		
		Speed (mph)		Delay Index		Speed (mph)		Delay Index
		AM	PM	AM	PM	AM	PM	AM PM
EB	2.5	55	58	1.2	1.1			
WB	2.5	51	58	1.3	1.1			

West County Freeway MTSO Values I-80 Freeway Analysis – Delay Index										
Segment	Direction	MTSO Delay Index	2013 Observations				2040 Forecasts			
			Average Speed		Delay Index		Average Speed		Delay Index	
			AM	PM	AM	PM	AM	PM	AM	PM
Carquinez Bridge to SR-4	EB	3.0	61	60	1.1	1.1				
	WB	3.0	61	65	1.1	1.0				
SR-4 to Cutting Blvd	EB	3.0	62	33	1.1	2.0				
	WB	3.0	31	62	2.1	1.1				
Cutting Blvd to County Line	EB	3.0	67	35	1.0	1.9				
	WB	3.0	23	64	2.9	1.0				

West County Freeway MTSO Values SR 4 Corridor – Delay Index									
Direction	MTSO Delay Index	2013 Observations				2040 Forecasts			
		Speed (mph)		Delay Index		Speed (mph)		Delay Index	
		AM	PM	AM	PM	AM	PM	AM	PM
EB	2.0	61	60	1.1	1.1				
WB	2.0	60	60	1.1	1.1				

B

Appendix B: MTSO Values

West County Intersection MTSO Values							
No.	Primary Street	Secondary Street	MTSO	2013 Observations		2040 Forecasts	
				AM Peak LOS	PM Peak LOS	AM Peak LOS	PM Peak LOS
1	Castro Street	I-580 EB Ramps	D	B	D	B	C
2	Castro Street	I-580 WB Ramps	D	D	C	C	C
5	Castro Street	Hensley St	D	C	E	C	C
6	Castro Street	Richmond Lane	D	C	D	C	C
7	Richmond Parkway	Gertrude Ave	D	C	D	F	E
8	Richmond Parkway	Pittsburgh Ave.	D	F	F	C	D
9	Richmond Parkway	Parr Blvd	D	F	C	C	B
10	Richmond Parkway	Hensley St	D	C	C	B	B
11a	Richmond Parkway	Barrett Ave.	D	B	C	B	C
11b	San Pablo Avenue	Cutting Boulevard	E	C	C	C	C
12	Richmond Parkway	McDonald	D	C	C	C	C
13	Richmond Parkway	I-580 WB Ramps	D	B	B	B	B
14	Richmond Parkway	I-580 EB Ramps	D	B	B	A	B
15	Richmond Parkway	Cutting Blvd	D	C	C	C	C
23	Carlson Boulevard	Central Avenue	D	B	A	C	B
30	San Pablo Avenue	McBryde Road	E	C	C	C	C
38	EB I-80 on-off ramps	El Portal Avenue	D	C	C	C	D
39	Appian Way-La Colina Road	San Pablo Dam Road	D	C	C	C	D

13-45

West County Intersection MTSO Values							
No.	Primary Street	Secondary Street	MTSO	2013 Observations		2040 Forecasts	
				AM Peak LOS	PM Peak LOS	AM Peak LOS	PM Peak LOS
59	Pinole Valley Road	San Pablo Avenue	E	B	B	F	E
70	San Pablo Avenue	San Pablo Dam Road	E	C	D	E	E
74	San Pablo Avenue	El Portal Drive-Broadway Avenue	E	C	C	C	C
81	San Pablo Avenue	Hilltop Drive	E	C	D	D	F
93	San Pablo Avenue	John Muir Parkway	E	D	E	F	F
97	San Pablo Avenue	EB I-80 on-off ramps-Roosevelt Avenue	E	C	D	F	E
125	San Pablo Dam Road	El Portal Drive	D	D	C	C	C
128	San Pablo Avenue	Rumrill Avenue-College Lane	E	D	C	D	D
132	23rd Street	Macdonald Avenue	D	A	A	B	B
143	San Pablo Dam Road	WB I-80 on-off ramps	D	C	B	D	C
150	Appian Way-Pinnon Avenue	San Pablo Avenue	E	C	C	C	C
158	Appian Way	Tara Hills Drive-Canyon Drive	D	C	C	C	C
159	Appian Way	EB I-80 on-off-ramps	D	A	B	B	B
160	Appian Way	Fitzgerald Drive-Sarah Drive	D	C	C	C	D
171	San Pablo Avenue	Central Avenue	E	C	C	C	D
175	Appian Way	WB I-80 on-off-ramps	D	D	C	E	E
186	Bayview Avenue	Carlson Boulevard	D	D	C	E	D
231	23rd Street	Barrett Avenue	D	B	B	B	B

B

Appendix B: MTSO Values

West County Intersection MTSO Values							
No.	Primary Street	Secondary Street	MTSO	2013 Observations		2040 Forecasts	
				AM Peak LOS	PM Peak LOS	AM Peak LOS	PM Peak LOS
233	San Pablo Avenue	Barrett Avenue	E	C	C	D	D
237	23rd Street	Rheem Avenue	D	C	C	C	D
249	EB I-80 on-off ramps-Amador St	San Pablo Dam Road	D	C	D	C	C
251	I-80 NB Ramps	San Pablo Dam Road	D	C	B	B	B
257	Castro Ranch Road	San Pablo Dam Road	D	C	C	B	B

SOURCE:

Analysis prepared by Kittelson & Associates for CCTA.

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MEMORANDUM

To: Barbara Neustadter, TRANSPAC

Andy Dillard, SWAT, TVTC

Jamar Stamps, TRANSPLAN

Jerry Bradshaw, WCCTAC

Shawna Brekke-Read, LPMC

From: 
Randell H. Iwasaki, Executive Director

Date: December 27, 2013

Re: Items approved by the Authority on December 18, 2013, for circulation to the Regional Transportation Planning Committees (RTPCs), and related items of interest

At its December 18, 2013 meeting, the Authority discussed the following item, which may be of interest to the Regional Transportation Planning Committees:

- Adoption of the 2013 Measure J Strategic Plan.** *The Authority approved Resolution 13-51-P adopting the 2013 Measure J Strategic Plan. The Plan reflects revised financial assumptions, anticipated project schedules, and input from the Regional Transportation Planning Committees on priorities. The Plan is available at <http://www.ccta.net/EN/footer/AvailablePublications.html>.*
- Legislation.** *Will Kempton, Executive Director of Transportation California, made a presentation on a proposed constitutional amendment that would provide a new source of transportation funding to address the State's critical roadway and transit preservation fiscal crisis. Working in collaboration with the California Alliance for Jobs, a final determination will likely be made in January about pursuing such a measure in 2014. Additional information is available at <http://transportationca.com>.*
- Adoption of Proposed 2013 Congestion Management Plan (CMP) Update.** *As the Congestion Management Agency (CMA) for Contra Costa, the Authority must prepare a Congestion Management Program (CMP) and update it every*

Randell H. Iwasaki,
Executive Director

2999 Oak Road
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Walnut Creek
CA 94597
PHONE: 925.256.4700
FAX: 925.256.4701
www.ccta.net

other year. State law requires that the Authority adopt the CMP update at a noticed public hearing and submit it to MTC. *The Authority approved Resolution 13-60-G adopting the 2013 CMP Update.*



Alameda-Contra Costa Transit District

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Joe Wallace, Vice President
Ward I

Elsa Ortiz
Ward III

Mark A. Williams
Ward IV

Jeff Davis
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H. E. Christian Peeples
Director at Large

Joel B. Young
Director at Large

Board Officers

David J. Armijo
General Manager

David A. Wolf
General Counsel

Linda A. Nemeroff
District Secretary

VIA ELECTRONIC MAIL

January 16, 2014

Mr. Jerry Bradshaw, Interim Executive Director
West Contra Costa Transportation Advisory Committee
13831 San Pablo Avenue
San Pablo, CA 94806

Dear Mr. Bradshaw:

At the AC Transit Board of Directors meeting held on January 8, 2014, Vice President Joe Wallace was reappointed as the regular member representing AC Transit on the West Contra Costa Transportation Advisory Committee. At-Large Director H. E. Christian Peeples was once again appointed to serve as alternate. These appointments remain in effect until further notice.

If you have any questions concerning these appointments, please contact me at (510) 891-7284.

Sincerely,

Linda A. Nemeroff
District Secretary

cc: AC Transit Board of Directors
David J. Armijo, General Manager

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Janet Abelson,
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Vice Chair

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Karen Mitchoff

Julie Pierce

Robert Taylor

MEMORANDUM

To: Barbara Neustadter, TRANSPAC

Andy Dillard, SWAT, TVTC

Jamar Stamps, TRANSPAN

Jerry Bradshaw, WCCTAC

Shawna Brekke-Read, LPMC

From: 
Randell H. Iwasaki, Executive Director

Date: January 17, 2014

Re: Items approved by the Authority on January 15, 2014, for circulation to the Regional Transportation Planning Committees (RTPCs), and related items of interest

At its January 15, 2014 meeting, the Authority discussed the following item, which may be of interest to the Regional Transportation Planning Committees:

1. **Approval to Distribute the Final Measure J Calendar Year (CY) 2012 & 2013 Growth Management Program (GMP) Compliance Checklist for Allocation of Fiscal Year (FY) 2013-14 and 2014-15 Local Street Maintenance and Improvement Funds.** *The Authority approved distribution of the Calendar Year 2012 and 2013 GMP Checklist to the local jurisdictions.*
2. **Presentation Regarding the Contra Costa Mobility Management Plan.** *The Central Contra Costa Transit Authority (CCCTA) prepared and adopted a Contra Costa County Mobility Management Plan and will present it to the Authority for its consideration and adoption. The plan identifies a need and provides a blueprint for Contra Costa to establish a Mobility Management function. Following a presentation that was made by Rick Ramacier, General Manager for CCCTA, and Phil McGuire from Innovative Paradigm, the Authority adopted the plan in concept, directed staff to work with MTC on the possibility of redirecting the New Freedom Cycle 3 grant to begin implementation of a mobility management function, and reach out the Regional Transportation Planning Committees for review of the proposed plan. Staff will return to the*

Randell H. Iwasaki,
Executive Director

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Authority in Spring 2014 with a comprehensive report on the plan and a proposal.

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WCCTAC

West Contra Costa Transportation Advisory Committee

El Cerrito

December 9, 2013

Hercules

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

Pinole

RE: WCCTAC Board Meeting Summary

Dear Randy:

Richmond

The WCCTAC Board at its December 6th meeting took the following actions that may be of interest to CCTA:

San Pablo

- 1) The WCCTAC Board held a closed session to discuss an employee appointment for the position of Executive Director. (No reportable action.)
- 2) The Board directed staff to develop a new Services Agreement between WCCTAC and the City of San Pablo, accepting the new rate and terms of the City's proposed fee for providing support services such as information technology support, finance services, and payroll processing. Staff was also directed to review options for outside providers and seek a competitive rate.
- 3) The Board authorized the Interim ED to seek insurance and benefits coverages to replace those in our current Municipal Pooling Authority (MPA) contract, which will terminate on February 1st.
- 4) The 2014 meeting calendar for TAC and Board meetings was approved. (attached)
- 5) The Board entered into an Employment Agreement with Interim Executive Director Jerry Bradshaw to continue to serve WCCTAC during the transition period.

Contra Costa
County

AC Transit

Sincerely,



Jerry Bradshaw
Interim Executive Director

BART

WestCAT

cc: Danice Rosenbohm, CCTA; Barbara Neustadter, TRANSPAC; Jamar Stamps,
TRANSPAN; Andy Dillard, SWAT

attachment

WCCTAC

West Contra Costa Transportation Advisory Committee

2014 WCCTAC Board & TAC Meetings



WCCTAC Board Meeting - 7:45 am



TAC Meeting - 9 am

El Cerrito

Hercules

Pinole

Richmond

San Pablo

Contra Costa
County

AC Transit

BART

WestCAT

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

13831 San Pablo Avenue, San Pablo, CA 94806

Ph: 510.215.3220 ~ Fx: 510.237.7059 ~ www.wcctac.org

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WCCTAC

West Contra Costa Transportation Advisory Committee

January 15, 2014

El Cerrito

Association of Bay Area Governments
101 Eighth Street
Oakland, CA 94607

Hercules

Dear Selection Committee,

Pinole

On behalf of the West Contra Costa Transportation Advisory Committee, I would like to express my support for the *San Pablo Avenue Complete Streets Project* award application to ABAG's Growing Smarter Together Awards, under the category "On the Ground - Getting It Done Award: FOCUSed Growth."

Richmond

The project area, in its existing condition, is dedicated solely to vehicle traffic; there are no sidewalks, bike lanes, nor bus stops along this stretch of San Pablo Avenue (which crosses two cities - San Pablo and Richmond). Through an extensive community participation process a preferred concept was developed which optimizes full use of the corridor and enhances safety and accessibility for all users: motor vehicles, public transit, pedestrians, and bicyclists; and hence, develops a complete street.

San Pablo

Contra Costa
County

The mission of WCCTAC is to "create a comprehensive and cohesive transportation program that responds to our communities' present and future needs" and the *San Pablo Avenue Complete Streets Project* does just that. As a route of regional significance, San Pablo Avenue is a critical corridor through Contra Costa County. The work accomplished by the project is consistent with the previously approved policy direction by WCCTAC, including the continued use of San Pablo Avenue as a de facto bypass route when freeway incidences occur, as well as the opportunity for Rapid bus route expansion as stated in the Interstate 80 Integrated Corridor Mobility (ICM) Project.

AC Transit

WCCTAC is committed to executing the Measure J Growth Management Program and its associated policies. This project exemplifies this program thanks to the nature of its cooperative, multi-jurisdictional planning effort. Additionally, this project is consistent with WCCTAC's Transit Access Plan, which aims to improve access and circulation for pedestrians and bicyclists.

Please do not hesitate to contact me for further information or with any questions you may have.

BART

Sincerely,



WestCAT

Jerry Bradshaw
Interim Executive Director

WCCTAC

West Contra Costa Transportation Advisory Committee

El Cerrito

January 15, 2014

Hercules

Michele Rodriguez
City of San Pablo
13831 San Pablo Ave
San Pablo, CA 94806

Pinoie

Dear Michele,

Richmond

WCCTAC fully supports the City of San Pablo in their efforts to obtain MTC's TDA Article 3 (Bicycle and Pedestrian) funding for development of a city-wide Bicycle and Pedestrian Master Plan. This Plan will act as the necessary first step in providing residents with a more integrated network of sidewalks and bicycle lanes, paths, and routes for which to travel. The Plan will help assess existing conditions and determine where the City should focus future planning activities.

San Pablo

Contra Costa
County


The City of San Pablo has been successful and inclusive in their public outreach during their other planning projects, and we are confident that this undertaking will be no different. For this reason, we know that the Plan will truly represent the needs and wants of the community. The improvement of bicycle and pedestrian facilities will increase accessibility to commercial centers and regional transportation for residents of not only San Pablo, but surrounding communities such as Richmond and unincorporated Contra Costa County.

AC Transit

Thank you for your work and consideration in making San Pablo a safer and healthier community. We feel that this project will pave the way for many positive changes to come. Please let me know if we can be of any further assistance.

BART

Sincerely,



Jerry Bradshaw
Interim Executive Director

WestCAT



Minutes of October 10, 2013 WCCTAC-TAC Meeting

1. **Self-Introductions:** (see attached sign-in sheet)
2. **Public Comment:** None
3. **Minutes and Sign In Sheets: September 12, 2013: APPROVED**

INFORMATION

4. I-80 ICM

Action: None

Discussion: Hisham Noeimi gave a brief update on the work currently underway and the "shift lane" signs posted along the construction zone. He reported that a Public Relations firm has been hired and will conduct professional PR outreach in the community.

5. Bike Rack and Bike Locker Programs

Action: None

Discussion: Joanna Pallock gave an update on two sources of funding for bike lockers. The first is through Measure J funds and when Linda Young returns as a consultant to WCCTAC, the process for allocating those funds will be defined. The second source is through the air district and local jurisdictions can apply directly for bike locker funds using the link:
<http://www.baaqmd.gov/Divisions/Strategic-Incentives/Alternative-Transportation/BRVP.aspx>.

6. Countywide Transportation Plan (CTP)

Action: Forwards comments to WCCTAC Board

Discussion: Hisham gave an overview of the four goals outlined in the CTP. The timeline is to have comments back to CCTA by mid-November. TAC members concurred that the goals do not adequately address Sustainable Communities Strategies (SCS) or tie into the One Bay Area Plan. The other main feedback was that transit is not adequately emphasized and that the transit system is weaker north of San Pablo in economically disadvantaged neighborhoods.

7. Growth Management Program Checklist

Action: Jerry will see if anyone on the TAC is participating on the GMP update

Discussion: Martin Engelmann at CCTA is in charge of updating the GMP checklist. Hisham presented a very general overview.

DISCUSSION

8. Action Plan Update

Action: Present a Draft Action Plan to the Board at the December 6th meeting (no Board meeting in November due to holidays).

Discussion: Julie Morgan from Fehr and Peers led a discussion of the draft chapter on Action Plan Goals and MTSOs, which had been provided to committee members in their agenda packets. There was support for the nine goals presented; a suggestion was to make some goal statements stronger (using more active verbs, for example). Several ideas for specific actions associated with certain goals came up during the discussion, and will be incorporated into the action chapter. There was agreement with the MTSOs presented and their application to specific routes.

The MTSO for freeways is proposed to be changed to use the Delay Index for all facilities (rather than the LOS metric, which had been applied to I-580 and SR 4). The group also wanted to emphasize that certain development projects may produce their most significant traffic effects outside of typical weekday commute periods; while the MTSOs will be monitored during weekday commute times, the metrics can also be applied during other time periods (such as on weekends) if the project being studied warrants that treatment.

A meeting summary provided by Fehr and Peers is attached.

9. TAC & Staff Member Comments and Announcements

Action: None

Discussion: Joanna passed around samples of the new BART Travel Training graphic booklet for senior and disabled audiences. Copies are available by contacting Laura Timothy at BART at 510-464-6446. Nathan Landau from AC Transit announced AC Transit's plans to eliminate transfers and create a Day Pass. He also announced the public hearing dates for the Fare Proposal.

10. Other Business - none

11. Upcoming Meeting- NO TAC MEETING IN DECEMBER. Happy Holidays!
Next TAC meeting is scheduled for January 9, 2014

Attachment: Fehr and Peers Memo, dated October 15, 2013

MEMORANDUM

Date: October 15, 2013
To: Jerry Bradshaw and Joanna Pallock, WCCTAC
From: Julie Morgan, Fehr & Peers
Subject: **Summary of October 10 WCCTAC-TAC discussion of the West County Action Plan Update**

WC13-3009.02

On October 10, the WCCTAC-TAC held their regular monthly meeting; one item on the agenda was to discuss the West County Action Plan for Routes of Regional Significance. The following summarizes the major points made during the presentation and in the committee's discussion of the items.

Confirmation of Routes of Regional Significance

- Jerry described the discussion of the WCCTAC Board at their September 27 meeting, in which they decided to remove the following routes from the RRS network: Willow Avenue, El Portal, Cutting Boulevard, and Macdonald Avenue. These changes are being reflected in the Action Plan documents and maps.

Discussion of the Draft Chapter on Goals and MTSOs

- Julie led a discussion of the draft chapter on Action Plan Goals and MTSOs, which had been provided to committee members in their agenda packets.
- There was support for the nine goals presented; a suggestion was to make some goal statements stronger (using more active verbs, for example). Several ideas for specific actions associated with certain goals came up during the discussion, and will be incorporated into the action chapter.
- There was agreement with the MTSOs presented and their application to specific routes. The MTSO for freeways is proposed to be changed to use the Delay Index for all facilities (rather than the LOS metric, which had been applied to I-580 and SR 4). The group also



wanted to emphasize that certain development projects may produce their most significant traffic effects outside of typical weekday commute periods; while the MTSOs will be monitored during weekday commute times, the metrics can also be applied during other time periods (such as on weekends) if the project being studied warrants that treatment.

Timing for Action Plan Update completion

- An administrative draft of the West County Action Plan will be reviewed by the TAC in November, and we are targeting Board approval of the updated Action Plan at their December meeting.



Minutes of November 21, 2013 WCCTAC-TAC Meeting

1. **Self-Introductions:** (see attached sign-in sheet)
2. **Public Comment:** None
3. **Minutes and Sign In Sheets: October 10, 2013:** action was DEFERED to the next TAC meeting due to misprinting the minutes in the packet (odd pages only)

INFORMATION

4. 2014 Meeting Schedule

Action: None

Discussion: TAC members reviewed 2014 calendar for TAC meetings. No changes made.

DISCUSSION

5. Action Plan Update

Action: TAC members reviewed and commented on the Draft Action Plan. Changes led to the decision to hold one more meeting to review changes, in January, before taking the Final Draft Action Plan to the full Board.

Discussion: Julie Morgan from Fehr and Peers led a discussion on the Draft Action Plan. See attached summary from consultant. The format is intended to make the Action Plan easier to read and use. Edits and wording changes were noted by the consultant and will be incorporated into the Final Draft for review at the January meeting. Discussion about creating more visible projects and big projects for a possible measure renewal led to discussion on train grade crossings and noise reduction projects. WCCTAC staff will send out a color revision before the holidays.

6. I-80 Integrated Corridor Management Project

Action: None

Discussion: John Hemiup from Alameda County Transportation Commission (ACTC) provided an update, while the consultant from Delcan, Derrick Hines gave a powerpoint presentation discussing extensive detail on the actual equipment installations planned for each city's on/off ramps. Delcan staff has met with IT departments at each affected agency and is ready to release their final report by the end of 2013.

7. TAC & Staff Member Comments and Announcements

8. Upcoming Meeting- Next TAC meeting is scheduled for January 9, 2014

Attachment: Fehr and Peers Memo, dated December 10, 2013

FEHR & PEERS

MEMORANDUM

Date: December 10, 2013
To: Jerry Bradshaw and Joanna Pallock, WCCTAC
From: Julie Morgan, Fehr & Peers
Subject: **Summary of November 21 WCCTAC-TAC discussion of the West County Action Plan Update**

WC13-3009.02

On November 21, the WCCTAC-TAC held their regular monthly meeting; one item on the agenda was to discuss the West County Action Plan for Routes of Regional Significance. The primary purpose of this item was to review the Administrative Draft Action Plan, which had been sent to the committee members in their agenda packet. The major focus of the discussion was on Chapter 5, the list of actions for regionally significant routes. The following summarizes the major points made during the discussion.

- There were some suggestions for modifications to the goal language in Chapter 4, and a suggestion to add a goal related to quality of life for West County residents along rail corridors.
- In the table of action in Chapter 5, add a legend so that the names of the regionally significant routes can be seen on each page.
- Add an appendix with a cross-referenced table of affected routes and actions.
- Add an action related to implementation of quiet zones, grade separations, or other rail crossing treatments that improve quality of life for nearby residents.
- Include an action on implementation of the Hercules Intermodal Station.
- Include an action on implementing the recommendations of the Richmond LBNL Second Campus planning studies.

The administrative draft West County Action Plan will be brought back to the TAC in January, and we are targeting Board approval of the updated Action Plan at their January meeting.



ACRONYM LIST. Below are acronyms frequently utilized in WCCTAC communications. A five-page glossary is available here: <http://www.wcctac.org/acronym-list/>

ABAG: Association of Bay Area Governments
ACCMA: Alameda County Congestion Management Agency (now the ACTC)
ACTC: Alameda County Transportation Commission (formerly ACCMA)
ADA: Americans with Disabilities Act
APC: Administration and Projects Committee (CCTA)
BAAQMD: Bay Area Air Quality Management District
BCDC: Bay Conservation and Development Commission
CCTA: Contra Costa Transportation Authority
CEQA: California Environmental Quality Act
CMAQ: Congestion Management and Air Quality
CMIA: Corridor Mobility Improvement Account (Prop 1B bond fund)
CMP: Congestion Management Program
CTP: Contra Costa Countywide Comprehensive Transportation Plan
CSMP: Corridor System Management Plan
CTC: California Transportation Commission
CTPL: Comprehensive Transportation Project List
DEIR: Draft Environmental Impact Report
EBRPD: East Bay Regional Park District
EIR: Environmental Impact Report
EVP: Emergency Vehicle Preemption (traffic signals)
FHWA: Federal Highway Administration
FTA: Federal Transit Administration
ICM: Integrated Corridor Mobility
ITC or HITC: Hercules Intermodal Transit Center
ITS: Intelligent Transportations System
LONP: Letter of No Prejudice
LOS: Level of Service
MOU: Memorandum of Understanding
MTC: Metropolitan Transportation Commission
MTSO: Multi-Modal Transportation Service Objective
NCHRP: National Cooperative Highway Research Program
NEPA: National Environmental Policy Act
O&M: Operations and Maintenance
OBAG: One Bay Area Grant
PAC: Policy Advisory Committee
PC: Planning Committee (CCTA)
PDA: Priority Development Areas
PSR: Project Study Report (Caltrans)
RHNA: Regional Housing Needs Allocation (ABAG)
RPTC: Richmond Parkway Transit Center
RTPC: Regional Transportation Planning Committee
SCS: Sustainable Communities Strategy
SHPO: State Historic and Preservation Officer
STARS: Sustainable Transportation Analysis & Rating System

STIP: State Transportation Improvement Program
SWAT: Regional Transportation Planning Committee for Southwest County
TAC: Technical Advisory Committee
TCC: Technical Coordinating Committee (CCTA)
TDM: Transportation Demand Management
TFCA: Transportation Fund for Clean Air
TLC: Transportation for Livable Communities
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