

MEETING NOTICE AND AGENDA

DATE & TIME: September 4, 2026 • 8:30 AM – 10:30 AM

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

REMOTE ACCESS:

<https://us02web.zoom.us/j/7321058840?pwd=c1dMVjJydBoYk0yYWVZVImWHZ4Zz09>

Meeting ID: 732 105 8840

Phone:

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

+1 669 900 6833

Meeting ID: 732 105 8840 / Password: 066620

Public Comment During the Meeting

Public comment during the meeting can be in person or via Zoom. Those wishing to comment in person should fill out a speaker card. Participants wishing to comment via Zoom should indicate interest by using the hand raising function on Zoom or by physically raising their hands.

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

Written Comment

Written comments are accepted until the start of the meeting, unless otherwise noted on the meeting agenda. Public comments received by 5:00 p.m. on the evening before the Board meeting date will be provided to the WCCTC Board. Comments may be submitted by email to mcarrasco@WestContraCostaTC.gov.

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

CONSENT CALENDAR

3. **Minutes of August 20, 2026, Special Board Meeting.** *(Attachment; Recommended Action: Approve).*
4. **Monthly Update on WCCTC Activities.** *(Attachment; Information only).*
5. **Financial Reports.** The reports show the Agency's revenues and expenses for July 2026. *(Attachment; Information only).*
6. **Payment of Invoices over \$10,000.** \$15,200 for Clipper Cards as part of the Try Transit TDM Program; \$112,714 for CalPERS UAL annual fee for Unfunded Accrued Liability. *(No Attachment; Information only).*
7. **Appointment to the CCTA Technical Coordinating Committee (TCC).** WCCTC currently has a vacancy on the TCC which needs to be filled. The WCCTC TAC recommends that the Commission appoint Jimmie Zhou, City of Pinole's Senior Civil Engineer, to fill the vacancy. *(No Attachment; Recommended Action: Approve recommended appointment)*
8. **STMP Funding Agreement Addendum #1 – City of San Pablo.** In May 2021, the WCCTC Board allocated \$668,000 in STMP funding to the City of San Pablo for the San Pablo Ave. Bridge Replacement project. The City has expended \$313,287 of those funds and is seeking an extension of the agreement to December 31, 2029, in order to use the remaining balance. *(Attachment; Recommended Action: Adopt Resolutions 26-09).*
9. **STMP Funding Agreement – City of El Cerrito.** In September 2023, the WCCTC Board allocated \$239,000 in STMP Cycle 2 funds to the City of El Cerrito for its El Cerrito Plaza TOD East-West Bikeway project. A formal funding agreement was not executed at that time; this item establishes that agreement. *(Attachment; Recommended Action: Adopt Resolutions 26-10).*
10. **STMP Funding Agreement – City of Richmond.** In May 2026, the WCCTC Board allocated \$311,931 in STMP Cycle 3 funding to the City of Richmond for its Barrett Avenue Improvement project. This item establishes the funding agreement to allow the City to access and use the allocated funds. *(Attachment; Recommended Action: Adopt Resolutions 26-11).*

REGULAR AGENDA ITEMS

- 11. 2027 STMP Nexus Study and Program Update - Draft Project List.** State law requires that the Subregional Transportation Mitigation Program (STMP) be periodically reviewed to confirm the link between the development fees collected and the project need. Known as a Nexus Study, WCCTC has engaged Fehr & Peers to conduct the study and update the program. The consultants have worked with WCCTC staff and TAC in an iterative process to identify potential projects and program changes. At its August meeting, the TAC recommended that the Draft STMP Project List be forwarded to the Commission for its consideration. Once a Draft Project List is accepted by the Commission, the next steps in the study's analysis may begin. *(Leah Greenblat - WCCTC Transportation Planning Manager, Julie Morgan and Gaby Picado-Aguilar - Fehr & Peers; Attachments; Recommended Action: Provide feedback as needed and authorize staff to direct the consultant team to proceed using the Draft Project List).*
- 12. Clipper Retail Access in West Contra Costa County.** WCCTC Staff will update the Board on retail Clipper card access in West Contra Costa County, including current retail locations, recommendations for expanded access, and information about MTC's retail Clipper program for Equity Priority Areas. *(Coire Reilly, WCCTC Program Manager; Attachment; Recommended Action: Information Only).*

STANDING ITEMS

- 13. Board and Staff Comments.**
 - a. Board Member Comments, Conference/Meeting Reports (AB 1234 Requirement and Announcements)
 - b. Report from CCTA Representatives *(Directors Kelley & Xavier)*
 - c. Executive Director's Report
- 14. General Information Items.**
 - a. Letter to CCTA Executive Director with Summary of Board Actions for August 20, 2026
 - b. Acronym List
- 15. Adjourn.** The next regular meeting is scheduled for October 23, 2026 @ 8:30 a.m.

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- In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in the WCCTC Board meeting, or if you need a copy of the agenda and/or agenda packet materials in an alternative format, please contact Mia Carrasco at 510.210.5930 prior to the meeting.
 - If you have special transportation requirements and would like to attend the meeting, please call the phone number above at least 48 hours in advance to make arrangements.

- Handouts provided at the meeting are available upon request and may also be viewed at WCCTC's offices.
- Please refrain from wearing scented products to the meeting, as there may be attendees susceptible to environmental illnesses. Please also put cellular phones on silent mode during the meeting.
- A meeting sign-in sheet will be circulated at the meeting. Sign-in is optional.

**West Contra Costa Transportation Commission
Special Board Meeting
Meeting Minutes: August 20, 2026**

MEMBERS PRESENT: R. Saltzman, Chair (El Cerrito); C. Kelley (Hercules); M. Toms (Pinole); R. Xavier (San Pablo); J. Gioia (CCC – via Zoom); B. Ghosh (BART); H. Sandhu (AC Transit); T. Hansen (WestCAT).

Note: Commissioner Gioia participated via teleconference from the location below, pursuant to Government Code Section 54953(b).

Offices of County Supervisor John Gioia
11780 San Pablo Ave., Suite D
El Cerrito, CA. 94530

STAFF PRESENT: J. Nemeth, C. Reilly, L. Greenblat, K. Kokotaylo (contract counsel)

ACTIONS LISTED BY: WCCTC staff

MEETING CALLED TO ORDER: 8:31 a.m.

PUBLIC COMMENT: None

CONSENT CALENDAR

Motion: H. Sandhu

Second: B. Ghosh

Ayes: R. Saltzman, C. Kelley, M. Toms, R. Xavier, J. Gioia, B. Ghosh, H. Sandhu, T. Hansen.

Noes: None

Abstain: None

Consent Calendar approved

Item #3: Minutes of July 24, 2026, Board Meeting

Item #4: Measure J Program 21b: Safe Transportation for Children, John Swett Unified School District. Approved an allocation of \$43,500 for FY26-27.

REGULAR AGENDA ITEMS

ITEM/DISCUSSION	ACTION
Item #5 Measure J Transportation Expenditure Plan Discussion.	The Board received a presentation from Tim Haile, CCTA Executive Director, on Measure J investments and the development process for the next Transportation Expenditure Plan (TEP), and provided initial feedback on transportation priorities for West Contra Costa County. The Board directed staff to plan a workshop, including

	Board Members and City Managers, to further discuss West County priorities for the Expenditure Plan.
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MEETING ADJOURNED: The meeting adjourned at 10:25 a.m.

MEETING DATE: September 4, 2026

TO: West Contra Costa Transportation Commission

FROM: John Nemeth, Executive Director

SUBJECT: Monthly Update on WCCTC Activities

511 CCTA Summer Community Outreach



Closing out the summer outreach for the 511 CCTA program (Contra Costa's countywide Transportation Demand Management program), staff tabled at the City of Hercules's National Night Out at Refugio Valley Park on August 4. We were joined by CCTA summer intern Kylee Sciara, and Board member and Hercules Mayor Chris Kelley dropped by to say hello. Staff also tabled Welcome Week at Contra Costa College on August 24 and 25, telling students about Try Transit (free \$25 Clipper cards) and the Guaranteed Ride Home program, which provides emergency rides home for college students (and commuters) who take transit, carpool, bike, or walk to campus or work. Community members and partner agencies are encouraged to reach out to Coire Reilly at creilly@511contracosta.org or (510) 210-5932 to suggest future outreach opportunities.

Ferry and AC Transit Timing Update

At the February Board meeting, Board members expressed concern about how AC Transit bus schedules align with Richmond Ferry departures and arrivals. Since then, AC Transit, SF Ferry, and WCCTC staff have been meeting to discuss the issue. AC Transit's Line 74 serves the Richmond ferry station. Weekday transfers run roughly 3 to 31 minutes westbound and 1 to 31 minutes eastbound. While there are some outliers in the transfer times, the median weekday transfer window was around 10-12 minutes.

The transit agencies have continued to discuss improving the connections. One of the biggest hurdles is making sure any changes to Line 74 don't impact school pick up and departure times for students. SF Ferry is now actively seeking funding for a plan to address both terminal access improvements and future electrification plans to support battery-electric ferry service.



Betty Reid Soskin/Pinole Middle School Transfers

At the July Board meeting, the WCCTC Board voted to provide students who formerly attended the now-closed Betty Reid Soskin Middle School with both AC Transit and WestCAT passes through the Student Bus Pass Program (Measure J, Program 21b). This allows them to reach their new school, Pinole Middle School, which requires a transfer between transit operators near the former Betty Reid Soskin campus.

The start of the 2026-27 school year brought some timing challenges for students transferring between WestCAT Line 16 and AC Transit near the former Betty Reid Soskin campus. Because final bell times weren't confirmed until mid-August, after AC Transit had already built its schedules, the connection window was very tight, and on a few afternoons students missed their transfer. WestCAT staff were on site to make sure every student got home.

The agencies addressed the issue quickly. In response, WCCUSD also sent staff to monitor the transfer. AC Transit stationed a road supervisor at the bus loop, added hold instructions for operators, and will adjust its schedules to build in a five-minute buffer. WestCAT has been refining its arrival times and shared AC Transit's control center number so delays can be flagged in real time. Connections improved within days, and both agencies noted that earlier notice of bell-time changes will help ensure a smoother start next year.

WCCTC's Submittal to CCTA's Coordinated Call For Projects

The partnership advancing safety and access improvements on San Pablo Ave., including the cities of El Cerrito, Richmond, and San Pablo, along with AC Transit and CCTA, continues. These improvements were identified through Phase 2 of the San Pablo Ave. Multimodal Corridor

Study and were shared with and supported by the WCCTC Board at that study's conclusion. On behalf of the partners, WCCTC prepared and submitted a grant application to CCTA's Coordinated Call for Projects (CCFP), requesting funding across multiple sources, including OBAG, CARE, TLC, and PBTF, to fully fund the project's estimated cost. Through the CCFP process, funding recommendations will be made across these multiple MTC and Measure J funding sources. Applying to multiple funding sources added complexity, since each has its own requirements and area of focus. WCCTC staff expect to begin receiving funding decisions in late October.

Website Redesign RFP

WCCTC released a Request for Proposals in August for a redesign of the agency website, with two primary goals: bringing the site into compliance with ADA/WCAG 2.1 AA accessibility standards and modernizing a platform that has not been substantially updated in roughly a decade. The RFP has drawn interest from several qualified firms, and staff are currently fielding written questions with responses to be posted publicly by September 11. In parallel, a small staff committee is conducting a content audit of the current site to identify what to retain, retire, or update ahead of migration. Proposals are due by September 25, with a target of having the new site live within approximately 3–6 months of vendor selection.

General Ledger Monthly Budget Report

User: LindaL@sanpabloca.gov
Printed: 8/18/2026 4:37:29 PM
Period 01 - 01
Fiscal Year 2027



Dept	Account Number	Description	Adopted	Budget Adjustments	Adjusted	YTD Actual	Variance	Encumbered	Available	% Avail
7700	7700	WCCTAC Operations								
7700	770-7700-41000	Salary	0.00	538,384.00	538,384.00	17,499.84	520,884.16	0.00	520,884.16	96.75
7700	770-7700-41200	PERS Retirement	0.00	0.00	0.00	2,386.26	-2,386.26	0.00	-2,386.26	0.00
7700	770-7700-41311	Retiree Healthcare	0.00	0.00	0.00	168.71	-168.71	0.00	-168.71	0.00
7700	770-7700-41900	Medicare	0.00	0.00	0.00	251.96	-251.96	0.00	-251.96	0.00
7700	770-7700-41911	Liability Insurance	0.00	4,700.00	4,700.00	0.00	4,700.00	0.00	4,700.00	100.00
7700		Salary and Benefits	0.00	543,084.00	543,084.00	20,306.77	522,777.23	0.00	522,777.23	96.26
7700	770-7700-43500	Office Supplies	0.00	4,500.00	4,500.00	365.21	4,134.79	0.00	4,134.79	91.88
7700	770-7700-43520	CopiesPrintingShippingXerox	0.00	3,000.00	3,000.00	193.01	2,806.99	0.00	2,806.99	93.57
7700	770-7700-43600	Professional Services	0.00	82,125.00	82,125.00	2,552.14	79,572.86	0.00	79,572.86	96.89
7700	770-7700-43900	RentBuilding	0.00	23,000.00	23,000.00	1,693.03	21,306.97	0.00	21,306.97	92.64
7700	770-7700-44000	Special Department Expenses	0.00	41,800.00	41,800.00	0.00	41,800.00	0.00	41,800.00	100.00
7700	770-7700-44320	TravelTraining Staff	0.00	3,000.00	3,000.00	37.97	2,962.03	0.00	2,962.03	98.73
7700		Service and Supplies	0.00	157,425.00	157,425.00	4,841.36	152,583.64	0.00	152,583.64	96.92
7700		Expense	0.00	700,509.00	700,509.00	25,148.13	675,360.87	0.00	675,360.87	96.41
7700	7700	WCCTAC Operations	0.00	700,509.00	700,509.00	25,148.13	675,360.87	0.00	675,360.87	96.41
7720	7720	WCCTAC TDM								
7720	772-7720-41000	Salary	0.00	268,085.00	268,085.00	7,072.85	261,012.15	0.00	261,012.15	97.36
7720	772-7720-41200	PERS Retirement	0.00	0.00	0.00	1,273.33	-1,273.33	0.00	-1,273.33	0.00
7720	772-7720-41900	Medicare	0.00	0.00	0.00	102.55	-102.55	0.00	-102.55	0.00
7720	772-7720-41911	Liability Insurance	0.00	4,750.00	4,750.00	0.00	4,750.00	0.00	4,750.00	100.00
7720		Salary and Benefits	0.00	272,835.00	272,835.00	8,448.73	264,386.27	0.00	264,386.27	96.90
7720	772-7720-43300	MembershipsSubscriptions	0.00	0.00	0.00	200.00	-200.00	0.00	-200.00	0.00
7720	772-7720-43500	Office Supplies	0.00	2,500.00	2,500.00	40.78	2,459.22	0.00	2,459.22	98.37
7720	772-7720-43501	TDM Postage	0.00	1,200.00	1,200.00	0.00	1,200.00	0.00	1,200.00	100.00
7720	772-7720-43520	CopiesPrintingShippingXerox	0.00	3,500.00	3,500.00	193.00	3,307.00	0.00	3,307.00	94.49
7720	772-7720-43600	Professional Services	0.00	64,500.00	64,500.00	5,502.72	58,997.28	0.00	58,997.28	91.47
7720	772-7720-43900	RentBuilding	0.00	22,900.00	22,900.00	1,693.04	21,206.96	0.00	21,206.96	92.61
7720	772-7720-44000	Special Department Expenses	0.00	119,415.00	119,415.00	4,802.09	114,612.91	0.00	114,612.91	95.98
7720	772-7720-44320	TravelTraining Staff	0.00	3,500.00	3,500.00	0.00	3,500.00	0.00	3,500.00	100.00
7720		Service and Supplies	0.00	217,515.00	217,515.00	12,431.63	205,083.37	0.00	205,083.37	94.28
7720		Expense	0.00	490,350.00	490,350.00	20,880.36	469,469.64	0.00	469,469.64	95.74
7720	7720	WCCTAC TDM	0.00	490,350.00	490,350.00	20,880.36	469,469.64	0.00	469,469.64	95.74
7730	7730	STMP								
7730	773-7730-41000	Salary	0.00	90,000.00	90,000.00	0.00	90,000.00	0.00	90,000.00	100.00

Dept	Account Number	Description	Adopted	Budget Adjustments	Adjusted	YTD Actual	Variance	Encumbered	Available	% Avail
7730		Salary and Benefits	0.00	90,000.00	90,000.00	0.00	90,000.00	0.00	90,000.00	100.00
7730	773-7730-43600	Professional Services	0.00	282,445.00	282,445.00	0.00	282,445.00	0.00	282,445.00	100.00
7730	773-7730-44000	Special Department Expense	0.00	9,156,543.00	9,156,543.00	12,162.95	9,144,380.05	0.00	9,144,380.05	99.87
7730		Service and Supplies	0.00	9,438,988.00	9,438,988.00	12,162.95	9,426,825.05	0.00	9,426,825.05	99.87
7730		Expense	0.00	9,528,988.00	9,528,988.00	12,162.95	9,516,825.05	0.00	9,516,825.05	99.87
7730	7730	STMP	0.00	9,528,988.00	9,528,988.00	12,162.95	9,516,825.05	0.00	9,516,825.05	99.87
7740	7740	WCCTAC Special Projects								
7740	774-7740-44000	Special Department Expense	0.00	118,050.00	118,050.00	0.00	118,050.00	0.00	118,050.00	100.00
7740		Service and Supplies	0.00	118,050.00	118,050.00	0.00	118,050.00	0.00	118,050.00	100.00
7740		Expense	0.00	118,050.00	118,050.00	0.00	118,050.00	0.00	118,050.00	100.00
7740	7740	WCCTAC Special Projects	0.00	118,050.00	118,050.00	0.00	118,050.00	0.00	118,050.00	100.00
Expense Total			0.00	0.00	10,837,897.00	58,191.44	10,779,705.56	0.00	10,779,705.56	99.4631

General Ledger Monthly Budget Report

User: LindaL@sanpabloca.gov
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Period 01 - 01
Fiscal Year 2027



Dept	Account Number	Description	Adopted	Budget Adjustments	Adjusted	YTD Actual	Variance	Encumbered	Available	% Avail
0000	0000	Non Departmental								
0000	773-0000-34310	County STMP Fees	0.00	-25,000.00	-25,000.00	0.00	-25,000.00	0.00	-25,000.00	100.00
0000	773-0000-34315	El Cerrito STMP Fees	0.00	-207,270.00	-207,270.00	0.00	-207,270.00	0.00	-207,270.00	100.00
0000	773-0000-34320	Hercules STMP Fees	0.00	-1,249,577.00	-1,249,577.00	0.00	-1,249,577.00	0.00	-1,249,577.00	100.00
0000	773-0000-34325	Pinole STMP Fees	0.00	-182,000.00	-182,000.00	0.00	-182,000.00	0.00	-182,000.00	100.00
0000	773-0000-34330	Richmond STMP Fees	0.00	-100,000.00	-100,000.00	0.00	-100,000.00	0.00	-100,000.00	100.00
0000	773-0000-34335	San Pablo STMP Fees	0.00	-852,763.00	-852,763.00	0.00	-852,763.00	0.00	-852,763.00	100.00
0000		Licenses and Permits	0.00	-2,616,610.00	-2,616,610.00	0.00	-2,616,610.00	0.00	-2,616,610.00	100.00
0000	772-0000-33403	Grants	0.00	-490,350.00	-490,350.00	0.00	-490,350.00	0.00	-490,350.00	100.00
0000		Grants	0.00	-490,350.00	-490,350.00	0.00	-490,350.00	0.00	-490,350.00	100.00
0000	770-0000-34111	Member Contributions	0.00	-636,012.00	-636,012.00	0.00	-636,012.00	0.00	-636,012.00	100.00
0000	770-0000-39906	Other Revenue	0.00	-33,000.00	-33,000.00	0.00	-33,000.00	0.00	-33,000.00	100.00
0000	774-0000-39906	Other Revenue	0.00	-118,050.00	-118,050.00	0.00	-118,050.00	0.00	-118,050.00	100.00
0000		Miscellaneous Revenue	0.00	-787,062.00	-787,062.00	0.00	-787,062.00	0.00	-787,062.00	100.00
0000		Revenue	0.00	-3,894,022.00	-3,894,022.00	0.00	-3,894,022.00	0.00	-3,894,022.00	100.00
0000	0000	Non Departmental	0.00	-3,894,022.00	-3,894,022.00	0.00	-3,894,022.00	0.00	-3,894,022.00	100.00
Expense Total			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0

**WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE
DOING BUSINESS AS
WEST CONTRA COSTA TRANSPORTATION COMMISSION**

RESOLUTION NO. 26-09

**AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ADDENDUM #1
TO EXTEND THE EXPIRATION DATE MAKE CHANGES TO THE SCOPE OF
WORK AND SCHEDULE OF THE EXISTING SUBREGIONAL
TRANSPORTATION MITIGATION PROGRAM (STMP) FUNDING
AGREEMENT WITH THE CITY OF SAN PABLO FOR THE SAN PABLO
AVENUE BRIDGE REPLACEMENT AND INTERSECTION REALIGNMENT
PROJECT**

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

WHEREAS, the 2019 Update of the STMP's Nexus Study included Category 16 Local Streets and Intersections; and

WHEREAS, the STMP allows funding for San Pablo Avenue Bridge Replacement and Intersection Realignment Project (the Project); and

WHEREAS, on May 28, 2021, the Board of Directors of WCCTC approved an allocation of \$668,000 in STMP funds to the City of San Pablo (City) for the Project; and

WHEREAS, WCCTC and the City entered into a Cooperative Funding Agreement effective September 18, 2021, to implement this allocation of STMP funds for the Project; and

WHEREAS, as of August 15, 2026, the City has submitted six invoices and has received \$313,286.64 in reimbursement from WCCTC for the Project, with a remaining balance of \$354,713.36 in STMP funds; and

WHEREAS, the City experienced delays implementing the Project due to the complexity of the Project which increased the Project cost and delayed advancing the STMP-funded phases of work; and

WHEREAS, the Cooperative Funding Agreement expired on September 18, 2024; and

WHEREAS, the City desires to extend the funding agreement to December 31, 2029, update the Project's schedule, make minor clarifications to the scope of work, while maintaining all other terms of the original agreement; and

WHEREAS, the Board of Directors of WCCTC desires to authorize the Executive Director to implement Addendum #1 of the Cooperative Funding Agreement.

WCCTC Resolution 26-09: STMP Agreement Addendum #1 with City of San Pablo

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

1. Does hereby authorize and direct the Executive Director to execute Addendum #1 to the existing STMP Cooperative Funding Agreement with the City of San Pablo for the San Pablo Avenue Bridge Replacement and Intersection Realignment Project, extending the agreement's expiration date to December 31, 2029, adjusting the Project's schedule, making minor clarifications to the scope of work, while maintaining all other terms of the original Cooperative Funding Agreement, substantially in the form attached hereto as Exhibit A, in a form approved by the General Counsel; and
2. Does hereby authorize the Executive Director to take all actions necessary or appropriate to carry out and implement the terms of the Cooperative Funding Agreement Addendum #1 and to administer WCCTC's obligations under the Cooperative Funding Agreement and Addendum #1.

The foregoing Resolution was adopted by the WCCTC Board at a regular meeting on September 4, 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Rebecca Saltzman, Chair

Attest:

John Nemeth, Executive Director

Approved as to Form:

Kristopher J. Kokotaylo, General Counsel
3203330.1

EXHIBIT A

Addendum #1

to

**COOPERATIVE FUNDING AGREEMENT BETWEEN
WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE DOING
BUSINESS AS
WEST CONTRA COSTA TRANSPORTATION COMMISSION AND
THE CITY OF SAN PABLO**

for

**Subregional Transportation Mitigation Program (STMP) Funding For the San Pablo
Avenue Bridge Replacement and Intersection Realignment Project**

This First Addendum to the Subregional Transportation Mitigation Program (STMP) Cooperative Funding Agreement for the San Pablo Avenue Bridge Replacement and Intersection Realignment Project, effective date of 9/18/2021, between the West Contra Costa Transportation Commission (WCCTC), a Joint Powers Agency existing under the laws of the State of California, and the City of San Pablo (Agency), a regional agency, (together sometimes referred to as “Parties”) is entered into as of September 4, 2026.

RECITALS

WHEREAS, the Parties executed a Cooperative Funding Agreement for STMP Funding for the San Pablo Avenue Bridge Replacement and Intersection Realignment Project with an effective date September 18, 2021 (Agreement), to appropriate \$668,000 in 2019 Subregional Transportation Mitigation Fee Program (2019 STMP) funds to the Agency for use towards the San Pablo Avenue Bridge Replacement and Intersection Realignment Project (Project); and

WHEREAS, the original funding agreement expired on September 18, 2024; and

WHEREAS, due to funding, complexity of the project, and the extended approval process during the early stage of the design process, the Project’s schedule needs to be extended; and.

WHEREAS, both Parties desire to extend the Agreement by amending the Agreement to provide the Agency with the additional time authorized by the WCCTC Board of Directors; and

WHEREAS, the Agency continued to work on the Project and has incurred STMP-eligible project expenses since the original agreement expired and the Agency desires to be reimbursed for these STMP-eligible expenses; and

WHEREAS, as of June 2026, the Project has completed 35% design and is advancing onto 65% design; and

WHEREAS, due to the Project’s delay, the Agency seeks to revise its spending plan to use the STMP funds to only complete 100% design related work; and

WHEREAS, at its September 4, 2026 meeting, the WCCTC Board of Directors approved extending the timeframe of the Agreement to December 31, 2029 for the completion of the Plans, Specifications, Estimates and Permitting; and

WHEREAS, the Executive Director of WCCTC and City Manager of the City of San Pablo, are authorized to execute Addendum No. 1 to the Agreement in a form approved by their respective General Counsels.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 1.2, Terms of Service, of the Agreement shall be modified to “The term of this Agreement shall begin on the Effective Date and shall end on ~~the third anniversary of the Effective Date~~, December 31, 2029...”; and
2. Exhibit A, Scope of Work, of the Agreement shall be modified to revise Section 5 to “To use the STMP funds for design ~~and construction~~ of the City of San Pablo's...”
3. Exhibit A, Scope of Work, of the Agreement shall be modified to revise Section 6, paragraph 2 to “The replacement bridge will incorporate a ~~wider~~ structure that will improve traffic flow including transit and incorporate bicycle/pedestrian access with enhanced paving. The new alignment of the intersection(s) (including the bridge deck) will ~~that is to~~ include a gateway plaza with pedestrian furnishings, lighting and interpretive elements.”
4. Exhibit A, Scope of Work, of the Agreement shall be modified to revise Section 7 to replace the schedule table with the following table:

Activity Description	Original Timeline	Updated Timeline
Begin Initial Design	2/19/2022	No change.
Initial Design Complete	11/30/2023	12/5/2023
Begin Environmental Documentation	12/1/2023	No change.
Complete Environmental Documentation	10/15/2025	6/30/2028
Award Construction Contract	3/15/2026	1/1/2030

5. Exhibit A, Scope of Work, of the Agreement shall be modified to revise Section 8 to change the estimated complete date of the STMP funded portion of the Project from March 15, 2026 to June 30, 2029; and
6. With the exception of the foregoing, all other terms and conditions in the Agreement remain in full force and effect.

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

**West Contra Costa Transportation
Commission**

City of San Pablo

John Nemeth, Executive Director

Matt Rodriguez, City Manager

Approved as to Form:

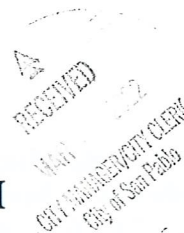
Approved as to Form:

Kristopher Kokotaylo, General
Counsel

Brian Hickey, City Attorney



CITY OF SAN PABLO CONTRACT ROUTING FORM



CITY OF SAN PABLO

City of New Directions

☒ Obtain 2 signed contracts from Contractor/Consultant - with insurance.

☒ Complete the following information:

Dept. Initiating Contract: Public Works Staff Member: Chiara Hanna Phone Ext.: 063

Contractor/Consultant/Funding Agency contract with: West Contra Costa Transportation Advisory Committee
(circle applicable)

Subject of Contract: San Pablo Ave Bridge Replacement and Intersection Realignment Project (0202)

Contractor's San Pablo Business License No.: N/A Expiration Date: N/A

☐ Fiscal information¹:

Council Approval Date (if over \$50,000): 09/07/2022 Reso # (if applicable): 2022-037

Contract No. (if applicable): Cooperative Funding Agreement Contract Budgeted? Yes ___ No X (if no, explain) _____

Amount of this Contract or Amendment: \$668,000 Budget Account: _____

If Amendment, total \$ amount of original contract + all amendments (include current): _____

☐ Attachments (include ALL that apply):

☒ All Exhibits (including any scope of services) attached to all contract copies

☐ If Amendment, also attach original contract plus all prior amendments

☐ Consultant Conflict of Interest²:

It has been determined that consultant is not a designated official required to file a statement of economic interest. (Department Head initial or attach Form 700) _____ (See instructions other side)

☐ Certificate(s) of Insurance and Endorsements³ (See checklist on back of form. Must attach all insurance documents unless City Attorney says otherwise.) Yes ___ No ___
(if no, explain) N/A - Cooperative Funding Agreement

• Workers' Compensation Insurance - or attach email confirming contractor has no employees

☐ Surety Bonds (Typically attach for Public Works contracts.) Yes ___ No/Not Applicable ___

☐ For the Community Services Instructors only:

New Instructor/Contractor? Yes ___ No ___ If yes, date fingerprints cleared: _____

Indicate here if insurance is not required for uncompensated instructors: _____

Indicate here if auto not needed for scope of services and only minimum State insurance required: _____

☐ Routing order for contract approval and signatures:

Project Manager (if applicable): Initials/Date: ___/___ Dept Head: Initials/Date routed: JMH 3/9/22

City Attorney: Initials: JSR Date contract signed: 3/14/22

City Manager: Initials: [Signature] Date contract signed: 3/14/22

City Clerk: Initials: _____ Date contract signed: _____

☒ Distribution:

- City Clerk will retain one ORIGINAL.
- Department will return one ORIGINAL contract to contracting party and keep one COPY of contract and insurance documentation for its files.
- COPY to Finance with completed PO Request Form (for contracts over \$10,000).

¹Resources

For further information regarding contract requirements, please see City of San Pablo Municipal Code, Chapter 3.16, and the City's Manual of Fiscal Policies and Procedures dated April 2021 (pp. 125-127).
N:\RESOURCES\POLICIES\Finance Policies\POL Finance Policies and Procedures Manual 042921.pdf

²Conflict of Interest

The City is required to make a determination of whether a consultant is a designated government official with both disclosure and disqualification obligations under the Political Reform Act. A consultant is subject to the disclosure and disqualification obligations under the Political Reform Act if:

- 1) consultant serves in a staff capacity for a position otherwise designated in a city's Conflict of Interest Code (e.g. if a city hired a private attorney to serve as the City Attorney, which is a designated position in the city's Conflict of Interest code); or
- 2) consultant approves a rate, rule or regulation; adopts or enforces a law; issues or denies any permit, license, application, certificate, approval or order; authorizes the city to enter into, modify, renew a contract; approves a contract; approves a plan, design, report, study or similar item; or adopts or approves policies, standards or guidelines for the city.

Most consultants will likely not be required to disclose financial interests because of their limited scopes of work. If you have a question, please contact the City Attorney's Office.

³Certificate(s) of Insurance and Endorsements

(Must attach all insurance documents unless City Attorney says otherwise.)

- ☐ Certificate holder includes City and the specific Department.
- ☐ Their insured's name is the same as the Contractor named in the contract.
- ☐ Insurer meets A.M. Best acceptable ratings standards (A-: VII or higher).
<http://www3.ambest.com/ratings/entities/search.aspx?altsrc=25&URATINGID=9827>
- ☐ Descriptions of operations, locations, dates at the bottom of Certificate are accurate.
- ☐ Policy periods are current; set tickler to get updated certificates if the contract period runs beyond the policy expiration date.
- ☐ Certificate includes the broker's/agent's signature.
- ☐ Certificate shows coverage for each category of insurance required in the contract: (Liability; Auto; Workers Compensation/Employer's Liability; Professional Liability if applicable)
- ☐ Limits at least as high as the minimum required in the contract for each required coverage.
 - o The limits must meet the "per Occurrence amount," with the "Aggregate" amount being twice the per occurrence amount.
 - o Excess or Umbrella coverage is provided if primary policy doesn't meet the limits
- ☐ Workers Compensation provides Statutory Limits & Employers Liability coverage. *(This coverage is not required if the owner has no employees.)*
- ☐ Auto liability covers "any auto" *(required when vehicles are used in performance of the job, which does not include "to and from" the job but at a minimum should be carrying auto insurance as required under state law; if not own vehicle then "non-owned and hired")*.
- ☐ **Additional Insured Endorsement Forms** –the appropriate form numbers are provided *(see the lower left corner)* *(Construction jobs require BOTH CG 20 10 and CG 20 37)*
- ☐ **Primary Coverage** to the City is provided under Liability coverage.
- ☐ **Waiver of Subrogation** is provided under Workers' Compensation and Property coverage.
- ☐ **Notice of Cancellation** is provided on all policies.

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

San Pablo Avenue Bridge Replacement and Intersection Realignment Project

This AGREEMENT is made and entered into as of 9/18/2021, (the “Effective Date”) by and between the West Contra Costa Transportation Advisory Committee (“WCCTAC”), a Joint Exercise of Powers Agency organized pursuant to California Government Code Section 6500, *et. seq.*, among the cities of El Cerrito, Hercules, Pinole, Richmond, and San Pablo, the County of Contra Costa, and the transit agencies AC Transit, Bay Area Rapid Transit District, and Western Contra Costa Transit Authority, with offices located at 6333 Potrero Avenue, Suite 100, El Cerrito, CA 94530, and City of San Pablo, a municipal corporation.

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

RECITALS

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

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

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

WHEREAS, at its May 28, 2021 meeting, the WCCTAC Board of Directors approved an appropriation of six hundred and sixty-eight thousand dollars (\$668,000) in STMP funds to Agency towards the Project.

Now, therefore, the Parties hereby agree as follows:

**SECTION 1
SCOPE OF WORK**

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

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

SECTION 2 FUNDING OBLIGATIONS

- 2.1 Funding.** In accordance with the WCCTAC Master Cooperative Agreement pertaining to the 2019 STMP, and subject to available funding, WCCTAC hereby agrees to fund Agency's Project in a sum not to exceed six hundred and sixty-eight thousand dollars, (\$668,000) notwithstanding any contrary indications that may be contained in Agency or any third-party proposal for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and

Agency's Scope of Work, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail.

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

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

2.2 Invoices. Agency shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost it incurs for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- b. The beginning and ending dates of the billing period;
- c. A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- d. Such other information as reasonably requested by WCCTAC.

2.3 Monthly Payment. WCCTAC shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. WCCTAC shall have 60 days from the receipt of an invoice that complies with all of the requirements above to pay Agency.

2.4 Total Payment. In no event shall Agency submit any invoice for an amount in excess of the maximum amount of compensation provided in Section 2.1, above, either for a task or for the entire Agreement, unless the Agreement is modified in writing prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Reimbursable Expenses. Reimbursable expenses shall not include a mark-up from the Agency and are billed as a direct cost. In no event shall expenses be advanced by WCCTAC to the Agency. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.6 Payment of Taxes. Agency and its contractors and consultants are solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

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

SECTION 3 GENERAL PROVISIONS

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

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

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

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

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

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

If to WCCTAC:

John Nemeth, Executive Director
West Contra Costa Transportation Advisory Committee
6333 Potrero Avenue, Suite 100
El Cerrito, CA 94530

with a Copy to:

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

If to Agency:

Matt Rodriguez, City Manager
City of San Pablo
1000 Gateway Avenue
San Pablo, CA 94806

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

shall not be constructed as an authorization to assign, transfer, hypothecate, or pledge this Agreement other than as provided above.

- 3.15 Severability.** Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either Party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, so long as the remainder, absent the excised portion, can be reasonably interpreted to give effect to the intentions of the parties.
- 3.16 Jurisdiction and Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 3.17 Attorney's Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 3.18 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 3.19 Counterparts.** This Agreement may be executed in counterparts.

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

City of San Pablo

West Contra Costa Transportation
Advisory Committee



Matt Rodriguez, City Manager

John Nemeth, Executive Director

Approved as to Form:

Approved as to Form:



Lynn Tracy Nerland, City Attorney

Kristopher Kokotaylo, Legal Counsel

5047796.1

EXHIBIT A

SCOPE OF WORK

The Agency agrees to:

1. To act as the lead agency and take responsibility for evaluating prospective consultants and contractors retained by Agency and subsequent award of work consistent with this Agreement.
2. To act as the lead agency and retain, as appropriate, consulting services consistent with this Agreement.
3. To be responsible for providing management of consultant and contractor activities, including responsibility for scheduling, budgeting, and oversight of the services, consistent with the scope of the project.
4. To advance or complete all or a portion of following STMP project identified as funding category: *Category 16 Local Streets and Intersections*.
5. To use the STMP funds *for design and construction of the City of San Pablo's San Pablo Avenue Bridge Replacement and Intersection Improvements at 23rd Street and Road 20*.
6. To produce or complete *the design and replacement of the deficient existing six-lane bridge at the intersection of San Pablo Avenue/Road 20/23rd Street with a new bridge and make associated intersection realignment and safety improvements for all users. Specific improvements are as follows:*

The replacement bridge will incorporate a wider structure that will improve traffic flow including transit and incorporate bicycle/pedestrian access with enhanced paving that is to include a gateway plaza with pedestrian furnishings, lighting and interpretive elements.

This funding will focus on the intersection improvement elements of the project. Three alternatives are being considered on the front end of the project. These include: generally keeping the same geometry with San Pablo Avenue as the through street (Alternative 1), converting the intersection to a three-legged roundabout (Alternative 2) or making the through movements from San Pablo Avenue to 23rd Street (Alternative 3).

Whatever design is approved, the following will be incorporated into the design that will also result in a widened structure.

The existing structure is an irregularly shaped, three-span, 102-foot long concrete bridge. The bridge has been widened over time to, first to accommodate pedestrians and later to accommodate intersection modifications. The layout of the replacement structure will be largely dictated by the preferred intersection geometrics. This may result in a relatively straight, constant width structure as considered Intersection Alternative 1, or it could result in a bridge with variable width and curved geometry as considered in Intersection Alternatives 2 and 3. Other considerations for the replacement bridge include traffic staging, superstructure depth (to reduce hydraulic impacts), speed of access. The replacement bridge is anticipated to be similar in length to the existing structure.

Each alternative will include solutions for improving bicycle, pedestrian, transit, and auto circulation. As part of the ongoing City of San Pablo Bike and Pedestrian Corridor Study project, Kimley-Horn is assessing how the existing infrastructure can be better assigned to provide higher quality bicycle and pedestrian accommodations. Solutions proposed include eliminating one of the southbound lanes and instead re-allocating space to provide protected Class IV cycle tracks along SPA or narrowing lane widths and shifting the median to provide Class II bike lanes.

7. To complete the over-all project based on the following initial schedule for the project:

<i>Begin Initial Design</i>	<i>2-19-22 (Starting with preparation of Draft Design Criteria)</i>
<i>Initial Design Complete</i>	<i>11-30-23</i>
<i>Begin Environmental Documentation</i>	<i>12-1-23</i>
<i>Complete Environmental Documentation</i>	<i>10-15-25</i>
<i>Award Construction Contract</i>	<i>3-15-26</i>

8. To complete the STMP-funded portion of the project based on the estimated completion date of March 15, 2026

**WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE
DOING BUSINESS AS
WEST CONTRA COSTA TRANSPORTATION COMMISSION (WCCTC)
RESOLUTION NO. 26-10**

**AUTHORIZING AN ALLOCATION OF SUBREGIONAL
TRANSPORTATION MITIGATION PROGRAM (STMP) FUNDS FROM WCCTC
TO THE CITY OF EL CERRITO AND AUTHORIZING THE WCCTC
EXECUTIVE DIRECTOR TO EXECUTE A COOPERATIVE FUNDING
AGREEMENT FOR THE DESIGN AND CONSTRUCTION OF THE EL
CERRITO PLAZA TOD EAST-WEST BIKEWAY PROJECT, IN A FORM
APPROVED BY GENERAL COUNSEL**

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

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

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

WHEREAS, the 2019 STMP explicitly allows for funding for Project 14B: El Cerrito
Plaza BART Pedestrian & Bike Safety and Access Improvements Project, also known as the El
Cerrito Plaza TOD East-West Bikeway Project (the Project); and

WHEREAS, at its September 29, 2023 meeting, the WCCTC Board of Directors
approved an appropriation of two hundred and thirty-nine thousand dollars (\$239,000) in
STMP, Cycle 2 funds to Agency towards the Project’s design and construction; and

WHEREAS, WCCTC staff and City El Cerrito staff have prepared a Cooperative
Funding Agreement for this allocation of STMP funds to the City of El Cerrito which reflects
the Project Scope of Work; and

WHEREAS, the City of El Cerrito’s City Council plans to consider the Cooperative
Funding Agreement at an upcoming meeting; and

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

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

1. Does hereby authorize the allocation of STMP funds to the City of El Cerrito in the amount of \$239,000 in STMP funds to partially fund the Project pursuant to the terms of the Cooperative Agreement attached hereto and incorporated herein by reference as Exhibit A.

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

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

The foregoing Resolution was adopted by the WCCTA Board at a regular meeting on September 4, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Rebecca Saltzman, Chair

Attest:

John Nemeth, Executive Director

Approved as to Form:

Kristopher J. Kokotaylo, General Counsel
3203330.1

EXHIBIT A

COOPERATIVE FUNDING AGREEMENT BETWEEN WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE DOING BUSINESS AS THE WEST CONTRA COSTA TRANSPORTATION COMMISSION AND CITY OF EL CERRITO

El Cerrito Plaza TOD East-West Bikeway

This AGREEMENT is made and entered into as of September 4, 2026, (the “Effective Date”) by and between the West Contra Costa Transportation Commission (“WCCTC”), a Joint Exercise of Powers Agency organized pursuant to California Government Code Section 6500, *et. seq.*, among the cities of El Cerrito, Hercules, Pinole, Richmond, and San Pablo, the County of Contra Costa, and the transit agencies AC Transit, Bay Area Rapid Transit District, and Western Contra Costa Transit Authority, with offices located at 6333 Potrero Avenue, Suite 100, El Cerrito, CA 94530, and City of El Cerrito, a municipal corporation.

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

RECITALS

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

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

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

WHEREAS, at its September 29, 2023 meeting, the WCCTC Board of Directors approved an appropriation of two hundred thirty-nine thousand dollars (\$239,000) in STMP funds to Agency towards the Project.

Now, therefore, the Parties hereby agree as follows:

SECTION 1 SCOPE OF WORK

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

- 1.2 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on March 31, 2033, and Agency shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended. The time provided to Agency to complete the services required by this Agreement shall not affect WCCTC's right to terminate the Agreement.
- 1.3 Standard of Performance.** Agency shall perform or cause to be performed all services required in Exhibit A according to the standards observed by a competent practitioner of the profession in which Agency's consultants or contractors are engaged.
- 1.4 Assignment of Personnel.** Agency shall retain only competent personnel to perform the Project to this Agreement. In the event that WCCTC, in its sole discretion, desires the reassignment of any such persons, Agency shall, upon receiving notice from WCCTC, of such desire of WCCTC, reassign such person or persons.
- 1.5 Time is of the Essence.** Time is of the essence. Agency shall devote such time to the performance of the Project pursuant to this Agreement as may be reasonably necessary to timely finish the Scope of Work.
- 1.6 Public Works and Department of Industrial Relations Requirements.** Because the Project and Scope of Work described in Exhibit A may include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the Project may constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. In accordance with California Labor Code Section 1773.2, WCCTC notifies Agency that this Project is subject to the general prevailing wages in the locality in which the services described in Exhibit A are to be performed. Agency shall cause to be paid prevailing wages for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which Agency shall make available on request by contractors and consultants. The Agency, its consultant and contractors engaged in the performance of the Scope of Work described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A. Agency is also required to comply all relevant provisions of the Labor Code applicable to public works, including enforcement of the contractor registration requirements of the California State Department of Industrial Relations.

SECTION 2 FUNDING OBLIGATIONS

- 2.1 Funding.** In accordance with the WCCTC Master Cooperative Agreement pertaining to the 2019 STMP, and subject to available funding, WCCTC hereby agrees to fund Agency's Project in a sum not to exceed two hundred thirty-nine thousand dollars, (\$239,000) notwithstanding any contrary indications that may be contained in Agency or any third-party proposal for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and

Agency's Scope of Work, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail.

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

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

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

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

SECTION 3 GENERAL PROVISIONS

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

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

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

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

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

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

If to WCCTC:

John Nemeth, Executive Director
West Contra Costa Transportation Commission
6333 Potrero Avenue, Suite 100
El Cerrito, CA 94530

with a Copy to:

Kristopher J. Kokotaylo, Legal Counsel
Redwood Public Law
300 Frank H. Ogawa Plaza, Suite 430
Oakland, California 94612

If to Agency:

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

with a Copy to:

Sky Woodruff, City Attorney
Redwood Public Law
300 Frank H. Ogawa Plaza, Suite 430
Oakland, California 94612

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

3.9 Integration. This Agreement represents the entire agreement of the Parties with respect to the subject matter. No representations, warranties, inducement, or oral agreements have been made by any of the Parties except as expressly set forth in this Agreement.

3.10 Governing Law. The laws of the State of California shall govern this Agreement. Agency and any consultants and contractors shall comply with all laws, including, but not limited, all statutes, regulations, local ordinances, and decisional authority, applicable to the Scope of Work hereunder. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Agency and any subcontractors shall comply with all applicable rules and regulations to which WCCTC is bound by the terms of such fiscal assistance program.

3.11 Amendment. This Agreement may not be changed, modified, or rescinded except by the written approval, and any attempt of oral modification of this Agreement shall be void and of no effect.

- 3.12 Independent Contractor.** Agency and WCCTC render their services under this Agreement as independent contractors. None of the agents or employees of either shall be agents or employees of the other.
- 3.13 Assignment.** This Agreement may not be assigned, transferred, hypothecated, or pledged by any Party without the express written consent of the other Party.
- 3.14 Successors and Assigns.** This Agreement shall be binding upon the successors, assignees, or transferees of WCCTC or Agency as the case may be. This provision shall not be constructed as an authorization to assign, transfer, hypothecate, or pledge this Agreement other than as provided above.
- 3.15 Severability.** Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either Party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, so long as the remainder, absent the excised portion, can be reasonably interpreted to give effect to the intentions of the parties.
- 3.16 Jurisdiction and Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 3.17 Attorney's Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 3.18 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 3.19 Counterparts.** This Agreement may be executed in counterparts.

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

City of El Cerrito

West Contra Costa Transportation
Commission

Karen Pinkos, City Manager

John Nemeth, Executive Director

Approved as to Form:

Approved as to Form:

Sky Woodruff, City Attorney

Kristopher Kokotaylo, Legal Counsel

3852446.1

EXHIBIT A

SCOPE OF WORK

The Agency agrees to:

1. To act as the lead agency and take responsibility for evaluating prospective consultants and contractors retained by Agency and subsequent award of work consistent with this Agreement.
2. To act as the lead agency for the purposes of California Environmental Quality Act and retain, as appropriate, consulting services consistent with this Agreement.
3. To be responsible for providing management of consultant and contractor activities, including responsibility for scheduling, budgeting, and oversight of the services, consistent with the scope of the Project.
4. To advance or complete all or a portion of following STMP project identified as funding categories: *Project 14B: El Cerrito Plaza BART Pedestrian & Bike Safety and Access Improvements.*
5. To use the STMP funds for *engineering, detailed design, and construction of the project.*
6. To produce and accept as complete *bicycle and pedestrian access, circulation, and safety improvements along or adjacent to the Central Avenue corridor between Ashbury Avenue, the El Cerrito Plaza BART station, and Pierce Street.*
7. To complete the over-all project based on the following initial schedule for the project:

<i>TASK</i>	<i>MONTH or QUARTER and YEAR</i>	
	<i>Begins</i>	<i>Ends</i>
<i>Planning & Conceptual Design</i>	<i>Q1 2023</i>	<i>Q2 2027</i>
<i>Engineering Design (including PS&E)</i>	<i>Q3 2027</i>	<i>Q1 2031</i>
<i>Advertise Construction</i>	<i>Q2 2031</i>	<i>Q3 2031</i>
<i>Award Contract</i>	<i>Q3 2031</i>	<i>Q3 2031</i>
<i>Construction</i>	<i>Q4 2031</i>	<i>Q2 2032</i>
<i>Construction Complete/ Open to the Public</i>	<i>Q2 2032</i>	<i>Q2 2032</i>
<i>Project Close-Out</i>	<i>Q3 2032</i>	<i>Q1 2033</i>

8. To complete the STMP-funded portion of the project based on the estimated completion date of *June 30, 2032.*

**WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE
DOING BUSINESS AS
WEST CONTRA COSTA TRANSPORTATION COMMISSION (WCCTC)
RESOLUTION NO. 26-11**

**AUTHORIZING AN ALLOCATION OF SUBREGIONAL
TRANSPORTATION MITIGATION PROGRAM (STMP) FUNDS FROM WCCTC
TO THE CITY OF RICHMOND AND AUTHORIZING THE WCCTC EXECUTIVE
DIRECTOR TO EXECUTE A COOPERATIVE FUNDING AGREEMENT FOR
THE DESIGN AND CONSTRUCTION OF THE RICHMOND BART
PEDESTRIAN & BIKE SAFETY AND ACCESS IMPROVEMENTS: BARRETT
AVENUE IMPROVEMENT PROJECT, IN A FORM APPROVED BY GENERAL
COUNSEL**

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

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

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

WHEREAS, the 2019 STMP explicitly allows for funding for Project 14C: Richmond
BART Pedestrian and Bike Safety and Access Improvements Project, also known as the Barrett
Avenue Improvement Project (the Project); and

WHEREAS, at its May 22, 2026 meeting, the WCCTC Board of Directors approved an
appropriation of three hundred and eleven thousand, nine-hundred and thirty-one dollars
(\$311,931) in STMP, Cycle 3 funds to Agency towards the Project’s design and construction;
and

WHEREAS, WCCTC staff and City Richmond staff have prepared a Cooperative
Funding Agreement for this allocation of STMP funds to the City of Richmond which reflects
the Project Scope of Work; and

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

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

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

1. Does hereby authorize the allocation of STMP funds to the City of Richmond in the amount of \$311,931 in STMP funds to partially fund the Project pursuant to the terms of the Cooperative Agreement attached hereto and incorporated herein by reference as Exhibit A.

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

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

The foregoing Resolution was adopted by the WCCTA Board at a regular meeting on September 4, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Rebecca Saltzman, Chair

Attest:

John Nemeth, Executive Director

Approved as to Form:

Kristopher J. Kokotaylo, General Counsel
3203330.1

EXHIBIT A

COOPERATIVE FUNDING AGREEMENT BETWEEN WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE DOING BUSINESS AS WEST CONTRA COSTA TRANSPORTATION COMMISSION AND City of Richmond

Richmond BART Pedestrian & Bike Safety and Access Improvements: Barrett Avenue Improvement Project

This AGREEMENT is made and entered into as of September 4, 2026, (the “Effective Date”) by and between the West Contra Costa Transportation Commission (“WCCTC”), a Joint Exercise of Powers Agency organized pursuant to California Government Code Section 6500, *et. seq.*, among the cities of El Cerrito, Hercules, Pinole, Richmond, and San Pablo, the County of Contra Costa, and the transit agencies AC Transit, Bay Area Rapid Transit District, and Western Contra Costa Transit Authority, with offices located at 6333 Potrero Avenue, Suite 100, El Cerrito, CA 94530, and City of Richmond, a municipal corporation.

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

RECITALS

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

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

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

WHEREAS, at its May 22, 2026 meeting, the WCCTC Board of Directors approved an appropriation of three hundred, eleven thousand, nine hundred and thirty-one dollars (\$311,931) in STMP funds to Agency towards the Project.

Now, therefore, the Parties hereby agree as follows:

SECTION 1 SCOPE OF WORK

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

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

SECTION 2 FUNDING OBLIGATIONS

- 2.1 **Funding.** In accordance with the WCCTC Master Cooperative Agreement pertaining to the 2019 STMP, and subject to available funding, WCCTC hereby agrees to fund Agency's Project in a sum not to exceed three hundred, eleven thousand, nine hundred and thirty-one dollars, (\$311,931) notwithstanding any contrary indications that may be contained in Agency or any third-party proposal for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between

this Agreement and Agency's Scope of Work, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail.

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

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

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

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

SECTION 3 GENERAL PROVISIONS

- 3.1 Funding Limitations and Contingencies.** If, in response to the Request for Proposal(s), it appears that Project costs including contingency, will exceed the funding

set forth in Section 2.1, the Parties agree that they shall meet to revise Scope of Work to meet available funding. Funding of Agency's Project is strictly contingent upon WCCTC having received, appropriated and allocated sufficient STMP funds for the Agency's Project. Funding is also contingent upon WCCTC receiving a fully executed Agreement from Agency. If the Scope of Work cannot be revised to meet available funding, then WCCTC reserves the right to terminate this Agreement, or suspend funding, until such time that additional STMP funds are available and allocated to Agency's Project.

3.2 Acceptance. Upon completion of the Project, Agency shall submit a report documenting that the Project is substantially complete. Agency shall be responsible for filing the appropriate notice of completion for the Project and shall provide a copy to WCCTC for its records.

3.3 Alternative Dispute Resolution. All disputes that arise in connection with interpretation or performance of the Agreement shall first attempted to be resolved informally by the Parties. If not resolved, prior to instituting legal action, the Parties agree to participate in mediation with a mediator jointly selected by the Parties. If the dispute is not resolved by mediation, then the Parties will retain any and all remedies that they otherwise would have at law or equity.

3.4 Termination. This Agreement shall be subject to termination as follows:

- a. Either Party may terminate this Agreement at any time for cause pursuant to a power created by the Agreement or by law, other than for breach, by giving written notice of termination to either Party, which notice shall specify both the cause and the effective date of termination. Notice of termination under this provision shall be given at least ninety (90) days before the effective date of such termination. All obligations that are still executory will be discharged but any right based upon prior breach or performance shall survive.
- b. This Agreement may be terminated by a Party for breach of any obligation, covenant, or condition by the other Party, upon notice to the breaching Party. With respect to any breach that is reasonably capable of being cured, the breaching Party shall have thirty (30) days from the date of the notice to initiate steps to cure. If the breaching Party diligently pursues cure, such Party shall be allowed a reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted by the non-breaching Party. On termination, the non-breaching Party retains the same rights as a Party exercising its right to terminate under the provisions of Section 3.4, except that the non-breaching Party also retains any remedy for breach of the whole contract or any unperformed balance.
- c. By mutual consent of both Parties, this Agreement may be terminated at any time.
- d. This Agreement may be terminated by WCCTC if funding for Agency's Project is no longer available by operation of law, or by action taken by the WCCTC Board of Directors to reallocate funds.

- e. In no event shall the Parties terminate this Agreement if such termination would conflict with, cause a default under, or otherwise violate the terms or conditions of any revenue bonds.

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

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

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

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

If to WCCTC:

John Nemeth, Executive Director
West Contra Costa Transportation Commission
6333 Potrero Avenue, Suite 100
El Cerrito, CA 94530

with a Copy to:

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

If to Agency:

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

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

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

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

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

3.19 Counterparts. This Agreement may be executed in counterparts.

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

City of Richmond

**West Contra Costa Transportation
Commission**

Shasa Curl, City Manager

John Nemeth, Executive Director

Approved as to Form:

Approved as to Form:

Shannon Moore, Interim City Attorney

Kristopher Kokotaylo, Legal Counsel

EXHIBIT A

SCOPE OF WORK

The Agency agrees to:

1. To act as the lead agency and take responsibility for evaluating prospective consultants and contractors retained by Agency and subsequent award of work consistent with this Agreement.
2. To act as the lead agency and retain, as appropriate, consulting services consistent with this Agreement.
3. To be responsible for providing management of consultant and contractor activities, including responsibility for scheduling, budgeting, and oversight of the services, consistent with the scope of the project.
4. To advance or complete all or a portion of following STMP project identified as funding categories: *14c-Richmond BART Pedestrian & Bike Safety and Access Improvements.*
5. To use the STMP funds *to complete 100% PS&E plans, including all eligible pre-construction work (environmental, utility coordination, coordination and permitting with Union Pacific Railroad, etc.) and construction for this project.*
6. To produce or complete *Richmond BART Pedestrian & Bike Safety and Access Improvements through the Barrett Avenue Improvement Project. Project area: Barrett Avenue in Richmond from Harbour Way to 25th Street. This project will implement recommendations of numerous regional and local safety plans, constructing multimodal improvements that increase safety and access to the Richmond BART Station and downtown Richmond for pedestrians and bicyclists. The design will incorporate pedestrian and bicycle safety and access improvements that include the following:*
 - *Road diet from 4 lanes to one lane in each direction with a center turn lane*
 - *Widened sidewalks*
 - *Separated Class IV bicycle lanes*
 - *Curb extensions*
 - *High visibility crosswalks*
 - *Median island improvements with marked crosswalks*
 - *Traffic signal modification*
 - *Pedestrian-scale lighting*

STMP funding will be used towards completing 100% PS&E plans, acquiring necessary permits, and completing construction.

7. To complete the over-all project based on the following initial schedule for the project: *(Provide an estimated schedule for completing the entire project.)*

<i>TASK</i>	<i>MONTH or QUARTER and YEAR</i>	
	<i>Begins</i>	<i>Ends</i>
<i>Preliminary Engineering</i>	<i>January 1, 2025</i>	<i>September 30, 2025</i>
<i>Detailed Design (including PS&E)</i>	<i>October 1, 2025</i>	<i>August 31, 2026</i>
<i>Advertise Construction</i>	<i>November 1, 2026</i>	<i>December 15, 2026</i>
<i>Award Contract</i>	<i>December 15, 2026</i>	<i>April 30, 2027</i>
<i>Construction</i>	<i>May 1, 2027</i>	<i>December 31, 2027</i>
<i>Project Close-Out</i>	<i>December 31, 2027</i>	<i>July 31, 2028</i>

8. To complete the STMP-funded portion of the project based on the estimated completion date of *December 31, 2027*.

MEETING DATE: September 4, 2026

TO: West Contra Costa Transportation Commission

FROM: Leah Greenblat, Transportation Planning Manager

SUBJECT: **2027 STMP Nexus Study and Program Update – Draft Project List**

REQUESTED ACTION

Provide feedback as needed and authorize staff to direct the consultant team to proceed using the Draft Project List as the basis for further analysis.

BACKGROUND AND DISCUSSION

The West County Subregional Transportation Mitigation Program (STMP) is a fee program designed to fund regionally beneficial transportation projects, including roadway, transit, bicycle, and pedestrian improvements, which address increased travel demand resulting from new development in West Contra Costa County.

The program ensures that new development contributes a fair share toward needed transportation infrastructure. As required by Measure J, the countywide half-cent transportation sales tax measure, each jurisdiction in Contra Costa County must maintain a development fee impact program.

WCCTC is empowered to coordinate and administer revenue for the regional transportation improvements funded by these fees. WCCTC established a fee program for West Contra Costa County in 1997, updated it in 2006, and updated it last in 2019. In accordance with the Mitigation Fee Act, as amended by AB 602 (2021), WCCTC is legally required to update the Nexus Study every eight years.

The STMP is a fee mechanism providing funds to construct transportation improvements with a nexus to new residential, commercial, and industrial development. While cities and the County are responsible for collecting the fees, other public agencies may be eligible to receive STMP funds for qualified projects. For example, WCCTC's transit agency members are not participants in the fee mitigation program but are eligible to receive funding under the existing program. Under the 2019 STMP Update, WCCTC has held three cycles for funding requests and anticipates a fourth and final cycle before transitioning to the next update of the STMP. Since 2016, the Commission has allocated \$23.3 million in STMP funds for local transportation projects.

To address the combination of the requirements of the Mitigation Fee Act, new housing-related state laws, and updates to the STMP's management needs, the Commission

authorized the issuance of a Request for Proposals (RFP) at its July 2025 meeting. At its December 2025 meeting, the Commission authorized the WCCTC Executive Director to enter into an agreement with Fehr & Peers for \$343,570 to develop the 2027 Subregional Transportation Mitigation Program Nexus and Program Update.

Since coming on board, the consultants have worked with WCCTC staff and the TAC in an iterative process to identify potential projects and program changes. Over the course of three TAC meetings and multiple individual consultations with agency staff, the consultants prepared draft project lists using adopted plans as a source list. At its August meeting, the TAC recommended that the latest version of the Draft STMP Project List be forwarded to the Commission for its consideration. Once a Draft Project List is accepted by the Commission, the next steps in the study's analysis may begin. Next steps include finalizing project cost estimates, analyzing growth projections, evaluating the nexus connections, collecting comparative fees, and updating program management procedures. During the first quarter of 2027, WCCTC staff anticipates returning to the TAC and Commission to discuss the fee calculation methodology, a draft update to the Administrative Guidelines, and a draft STMP Expenditure Plan.

ATTACHMENTS:

- A. September 4, 2026 Presentation
- B. Draft Project List

Fehr & Peers

**WCCTC
2027 Subregional
Transportation Mitigation
Program (STMP) Update**

Board Meeting

Julie Morgan & Gaby Picado-Aguilar | September 4, 2026

01 STMP Overview

02 Draft Project List

03 Next Steps

SECTION 01

STMP Overview

What is the Subregional Transportation Mitigation Program?

- **Measure C (1988)** and **Measure J (2004)** require all RTPCs to have a cooperative program for mitigating transportation impacts of new development.
- **In West County, the STMP** has been in place since 1997. Member jurisdictions collect fees and report quarterly to WCCTC.
- **Program is governed by State Law.** Should be updated every 8 years, last update completed in 2019.

What is a Transportation Impact Fee?



One-time charge



Imposed at building permit stage or certificate of occupancy



Imposed on all development projects within a defined geographic area



Revenue used to build facilities to mitigate impacts from new development

Mitigation Fee Act Requirements (Govt. Code §66001)

Key Findings Required

- Purpose of fee
- Use of fee revenue
- Need for improvements
- Relationship between development paying the fee and the fee's use
- Rough proportionality between amount of fee and development's impacts

Other Considerations

- Transit Oriented Development
- Transit Priority Area discounts
- Fee collection sequence
- Relationship to SB 743 and CEQA

What goes into a nexus study?



ESTIMATE
EXISTING
DEVELOPMENT
AND FUTURE
GROWTH



IDENTIFY
FACILITY
STANDARDS



DETERMINE
NEW FACILITY
NEEDS AND
COSTS



ALLOCATE
SHARE TO
ACCOMMODATE
GROWTH



IDENTIFY
ALTERNATIVE
FUNDING
NEEDS



CALCULATE
FEE BY
ALLOCATING
COSTS PER
UNIT OF NEW
DEVELOPMENT

STMP project eligibility requirements

1) All STMP-eligible projects must:

Be identified in a plan or study as being **needed to accommodate future travel demands**.

Have a **reasonable expectation of implementation** during the timeframe of the fee program (year 2050).

2) Then, a project should meet *at least one* of the following criteria to be eligible for STMP funding:

- Does the project address the **impacts of congestion** on regional travel?
- Is the project located on a **Route of Regional Significance**?
- Does the project **improve access** to **BART stations, transit centers or major transit hubs**?
- Does the project **increase transit ridership**?
- Does the project **improve bicycle or pedestrian access to transit**?

SECTION 02

Draft Project List

Process for Identifying Projects

1. **Refresh 2019 project list:** project sponsors provided status updates
2. **Review 20+ plans and studies completed since 2019:** pulled candidate projects from plans and studies identified by member agencies
3. **Apply eligibility criteria:** projects that did not meet the criteria were screened out
4. **Compile draft list:** compiled a Draft Project List for agency review

Projects by Category

Complete Streets

Complete streets projects such as bike facilities, sidewalk gap closures, smart signals and comprehensive safety improvements along:

- San Pablo Avenue
- Appian Way
- San Pablo Dam Road
- Richmond Parkway
- 23rd Street

Other Bike and Ped Improvements

- Bay Trail gap closures
- Richmond Greenway gap closure (bike/ped bridge over railroad)
- Better bike and ped crossings at two interchanges on I-580 near Richmond waterfront
- Point Richmond area connections
- Bike share expansion

Projects by Category

Transit and Station-Related Improvements

- Hercules Hub and Richmond Parkway Transit Center
- Transit reliability and service frequency improvements
- Bus stop amenity improvements
- Transit signal priority and modernization
- BART station access/capacity improvements at all three stations

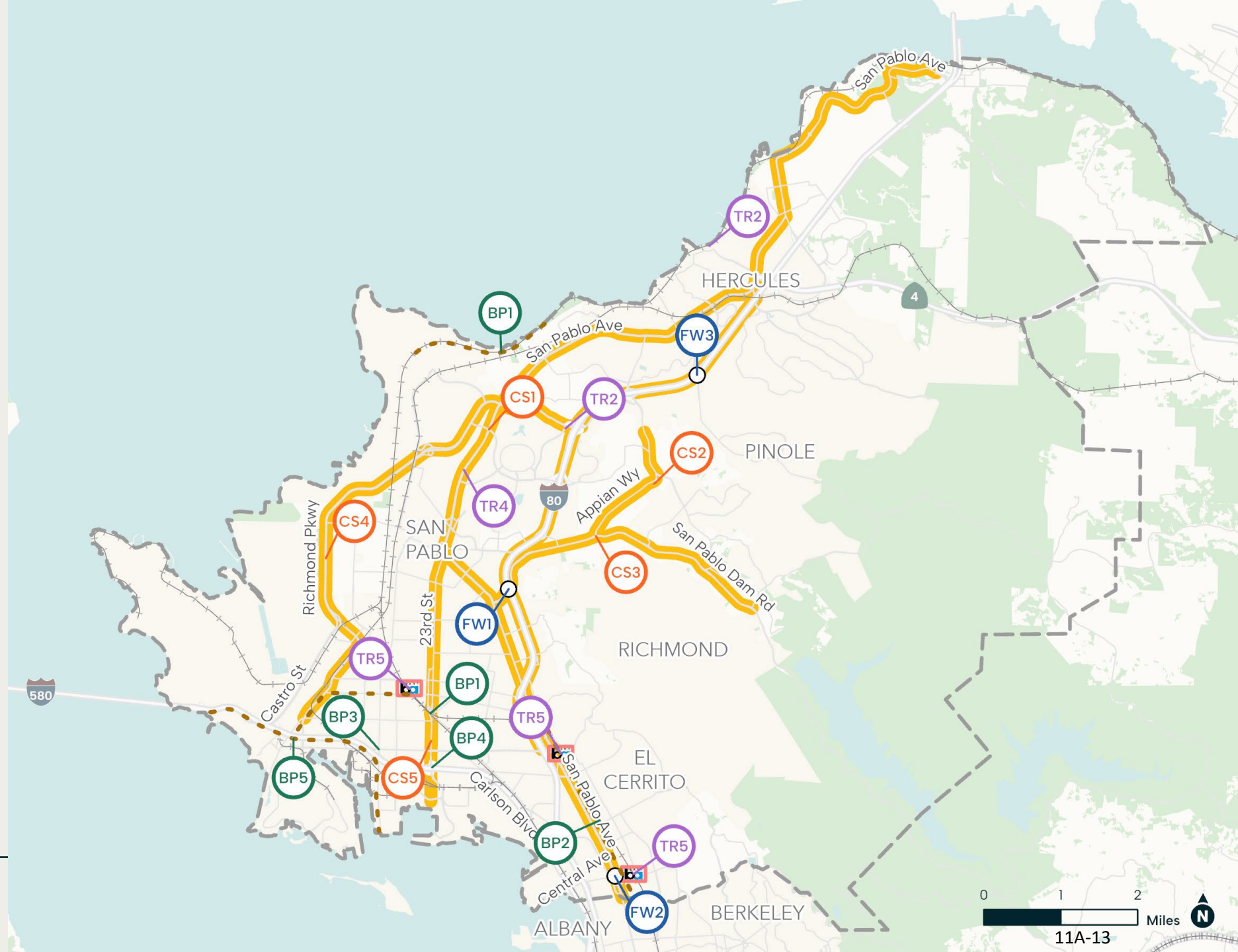
Freeway Interchange Projects

Interchange improvements at:

- I-80/San Pablo Dam Road (phase 2)
- I-80/Central Avenue (phase 2)
- I-80/Pinole Valley Road

Project Locations

- CS#** Complete Streets
- BP#** Other Bicycle and Pedestrian-Focused Improvements
- TR#** Transit and Station-Related Improvements
- FI#** Freeway Interchange Improvements



- TAC Meeting
- Board Meeting

	2026				2027		
	Q1 Jan-Mar	Q2 Apr-Jun	Q3 Jul-Sept	Q4 Oct-Dec	Q1 Jan-Mar	Q2 Apr-Jun	Q3 Jul-Sept
Stakeholder Engagement							
STMP Kick-Off							
Review Existing Nexus Study & Program							
Review Current Projects & Cost Estimates							
Transportation Impact Analysis & Project List							
Determination of Development Potential							
Cost Estimate Updates for New Projects							
Fee Calculation Methodology & Nexus Allocation							
Administrative Guidelines							
Strategic Expenditure Plan							
Draft & Final Nexus Report							
City Council (5) & BOS (1) Meetings							

SECTION 03

Next Steps

Next Steps

1. Finalize project list and cost estimates.
2. Determine whether there are existing deficiencies at the project locations.
3. Estimate West County development potential.
4. Conduct nexus analysis to allocate costs by development type.
5. Coordinate with TAC on technical questions.
6. Present initial findings at Board Meeting in Q1 of 2027.

Thank You!

Leah Greenblat (WCCTC): lgreenblat@westcontracostatc.gov

Gaby Picado-Aguilar (Fehr & Peers): g.picado-Aguilar@fehrandpeers.com

Julie Morgan (Fehr & Peers): j.morgan@fehrandpeers.com

General Project Name	STMP ID	Project Description	Project Sponsor(s)
Complete Streets Improvements			
CS1. San Pablo Avenue Complete Streets Projects	CS1A	Construct improvements along segments of San Pablo Avenue in the County jurisdiction, including: bike and pedestrian improvements from Rodeo to Crockett; and the San Pablo Avenue Complete Streets project for Tara Hills	County
	CS1B	Construct bicycle and pedestrian improvements along San Pablo Avenue between La Puerta Road and Hilltop Drive. Includes new sidewalk installation on San Pablo Avenue between Lancaster Drive and Robert Miller Drive on the east side, and on Robert Miller between San Pablo Avenue and Hilltop Drive, to improve pedestrian access to the Contra Costa College Transit Hub and the Hilltop Mall Area.	Richmond
	CS1C	Construct bike, pedestrian and transit improvements along San Pablo Avenue from Rivers Street in San Pablo to Lowell Avenue in Richmond.	San Pablo
	CS1D	Implement Complete Streets improvements along San Pablo Avenue including directional cycle track or buffered bike lane and other bicycle, pedestrian and transit improvements in El Cerrito. (Improvements would not preclude future rapid transit service.)	El Cerrito
	CS1E	San Pablo Avenue Class I Boardwalk between John Muir Parkway and Sycamore Avenue, to provide pedestrian and transit access to a recently approved shopping center on San Pablo Avenue, across the street from the planned boardwalk.	Hercules
	CS1F	Implement bicycle and pedestrian improvements along San Pablo Avenue between O'Connor Drive and Hercules Avenue. (Improvements would not preclude future rapid transit service.)	Pinole
	CS1G	Replace the existing bridge and improve the intersection at San Pablo Avenue & Road 20 & 23rd Street.	San Pablo
	CS1H	Replace the existing bridge at San Pablo Avenue over the Santa Fe Railroad tracks; add Class IV bicycle facilities on both sides and sidewalk on the north side.	Pinole
CS2. Appian Way Complete Streets Project	CS2A	Provide continuous sidewalks and bike lanes throughout the Appian Way corridor, from San Pablo Dam Road in unincorporated El Sobrante to north of the city limit within Pinole.	County, Pinole
CS3. San Pablo Dam Road Improvements in El Sobrante	CS3A	Provide complete streets improvements on San Pablo Dam Road from Appian Way to St. John's Lane (near Canyon Oaks Rd).	County
CS4. Richmond Parkway Corridor Improvements	CS4A	Implement comprehensive safety, complete streets, and active transportation improvements along the Richmond Parkway corridor, including operational improvements at the I-580/Richmond Parkway interchange.	County, Richmond

General Project Name	STMP ID	Project Description	Project Sponsor(s)
	CS4B	Implement signal coordination along the Richmond Parkway, including emergency vehicle preemption and transit signal prioritization at signalized intersections.	County, CCTA, Richmond
CS5. Safety improvements on the 23rd Street Corridor	CS5A	Implement road safety improvements on 23rd Street, including consideration of converting the 22nd Street and 23rd Street couplet from one-way to two-way.	Richmond
CS6. Signal Infrastructure Improvements	CS6A	Upgrade traffic signals at 70 West County intersections as part of countywide Smart Signals Initiative in order to more safely accommodate higher levels of multi-modal activity.	County, CCTA, Richmond, Pinole, El Cerrito, Hercules, San Pablo
Other Bicycle and Pedestrian-Focused Improvements			
BP1. West County Gap Closures	BP1A	Close gaps in the Bay Trail to improve access to transit facilities.	County, Pinole, Richmond
	BP1B	Close the Richmond Greenway Gap by constructing a bicycle and pedestrian bridge over the railroad tracks.	Richmond
BP2. Ohlone Greenway Improvements	BP2A	Implement crossing, wayfinding, signing, lighting, safety, access and security, and landscaping improvements along Ohlone Greenway.	El Cerrito
BP3. I-580/Harbour Way Interchange Pedestrian & Bicycle Access Improvements	BP3A	Improve pedestrian and bicycle crossings at the I-580/Harbour Way interchange ramps, to improve pedestrian and bicycle connections between waterfront (including future Ferry terminal) and central Richmond.	Richmond
BP4. I-580/Marina Bay Parkway Interchange Pedestrian & Bicycle Access Improvements	BP4A	Improve pedestrian and bicycle crossings at the I-580/Marina Bay Parkway interchange ramps, to improve pedestrian and bicycle connections between the waterfront and 23rd Street.	Richmond
BP5. Richmond Ferry to Bridge Bicycle	BP5A	Point Richmond area: Build connection from the new trail at Tewksbury & Castro to existing Bay Trail at S Garrard & Cutting Ave to comply with Bay Trail standards.	Richmond

General Project Name	STMP ID	Project Description	Project Sponsor(s)
Network Improvements	BP5B	Point Richmond to Richmond Greenway: Build a Class I trail along the north side of W Ohio between Garrard and 2nd St and extend a similar trail or 2-way cycle track along S Garrard to existing facilities at W Cutting.	Richmond
	BP5C	W Cutting Blvd, Cutting Blvd, and Hoffman Blvd: Build a two-way cycle track, evaluate adding parking on the north side of West Cutting Blvd., and construct bicycle and pedestrian improvements adjacent to freeway access points at Hoffman & Cutting and Hoffman & Harbour Way South.	Richmond
	BP5D	Harbour Way South: A two-way cycle track or bike lanes between the Ferry Terminal and Pennsylvania Ave.	Richmond
BP6. Bike share micromobility study and implementation	BP6A	Expand docked bike share system to Richmond and El Cerrito.	Richmond, El Cerrito
Transit and Station-Related Improvements			
TR1. Transit Connectivity Plans	TR1A	Build upon the findings from the prior High-Capacity Transit Study and prepare a focused plan for capital projects to improve transit access to Contra Costa College.	WCCTC, San Pablo, Richmond
	TR1B	Build upon the findings from the prior High-Capacity Transit Study and prepare a focused plan for capital projects to improve transit access to the Hilltop redevelopment area.	WCCTC, Richmond
TR2. Transit Centers	TR2A	Hercules Regional Intermodal Transportation Center (Hercules Hub), including extensive track work, pipeline relocations, creek restoration, a new station plaza and bus circulation area, new boarding platform, and pedestrian access facilities.	Hercules
	TR2B	Richmond Parkway Transit Center Access Improvements, including new bus bays, new pedestrian connections to Richmond Parkway, and new bicycle storage.	County, AC Transit, Richmond
TR3. AC Transit West County Bus Service Enhancements	TR3A	Conduct advanced planning and preliminary design for transit priority improvements at locations along West County Routes of Regional Significance, including San Pablo Avenue, where buses experience the greatest delay due to growing regional through-traffic and congestion (including Lines 71, 72, 72L, 72M, and Transbay service).	AC Transit, local jurisdictions
	TR3B	Identify and construct high-priority bus stop improvements across the West County service area, prioritizing stops along San Pablo Avenue and other designated Routes of Regional Significance.	AC Transit
	TR3C	Modernize essential security infrastructure at Division 3, the Richmond operating base that dispatches approximately 200 buses daily, to serve the growing ridership demands in West County.	AC Transit, County
TR4. San Pablo Avenue Transit	TR4A	Conduct advanced planning and preliminary design for higher-frequency bus service on approximately 5.5 miles of San Pablo Avenue, from the Alameda County line to Contra Costa College, as identified through Phase 3 of the San Pablo Safety and Access Project, and Integrated Transit Plan (ITP).	WCCTC

General Project Name	STMP ID	Project Description	Project Sponsor(s)
Corridor Improvements	TR4B	Conduct advanced planning and preliminary design for higher-frequency bus service on approximately 5.9 miles of San Pablo Avenue between Contra Costa College and the Hercules Transit Center, as identified through Phase 3 of the San Pablo Safety and Access Project.	WCCTC
	TR4C	Conduct advanced planning and preliminary design for modernizing the Transit Signal Priority (TSP) system along San Pablo Avenue, replacing the original TSP equipment with a cloud-based system capable of managing growing signal and traffic demand.	AC Transit
TR5. West County BART Station Access, Parking & Capacity Improvements	TR5A	Improve access, expand capacity, enhance placemaking, and address state-of-good repair issues at the El Cerrito Plaza BART station.	BART
	TR5B	Implement pedestrian and bicycle safety improvements to increase active transportation access to El Cerrito Plaza BART station.	BART, El Cerrito
	TR5C	Implement transportation improvements related to Transit Oriented Development (TOD) in the area around the El Cerrito Del Norte BART station, with particular emphasis on the primary access routes to the station area.	El Cerrito
	TR5D	Implement active transportation access improvements to the Richmond BART station with particular emphasis on Macdonald Avenue and Barrett Avenue.	Richmond
Freeway Interchange Improvements			
FW1. I-80/San Pablo Dam Road Interchange Improvements (Phase 2)	FW1A	Reconstruct the existing I-80/San Pablo Dam Road interchange (including modifications to the El Portal Drive and McBryde Avenue ramps) and provide improved pedestrian and bicycle facilities.	San Pablo, CCTA
FW2. I-80/Central Avenue Interchange Improvements (Phase 2)	FW2A	Improve traffic operations and multimodal access at the I-80/Central Avenue interchange and along Central Avenue between Rydin Road and San Pablo Avenue.	El Cerrito, Richmond, CCTA
FW3. I-80/Pinole Valley Road Interchange Improvements	FW3A	Improve the operations and safety of the interchange, with the potential to improve the merge onto the I-80 mainline from eastbound Pinole Valley Road to address the grade difference, to improve the ramp terminal intersections, and to enhance the undercrossing.	Pinole, CCTA

MEETING DATE: September 4, 2026
TO: West Contra Costa Transportation Commission
FROM: Coire Reilly, Program Manager
SUBJECT: **Clipper Retail Access in West Contra Costa County**

REQUESTED ACTION

Receive an update on Clipper retail locations and opportunities in West Contra Costa County.

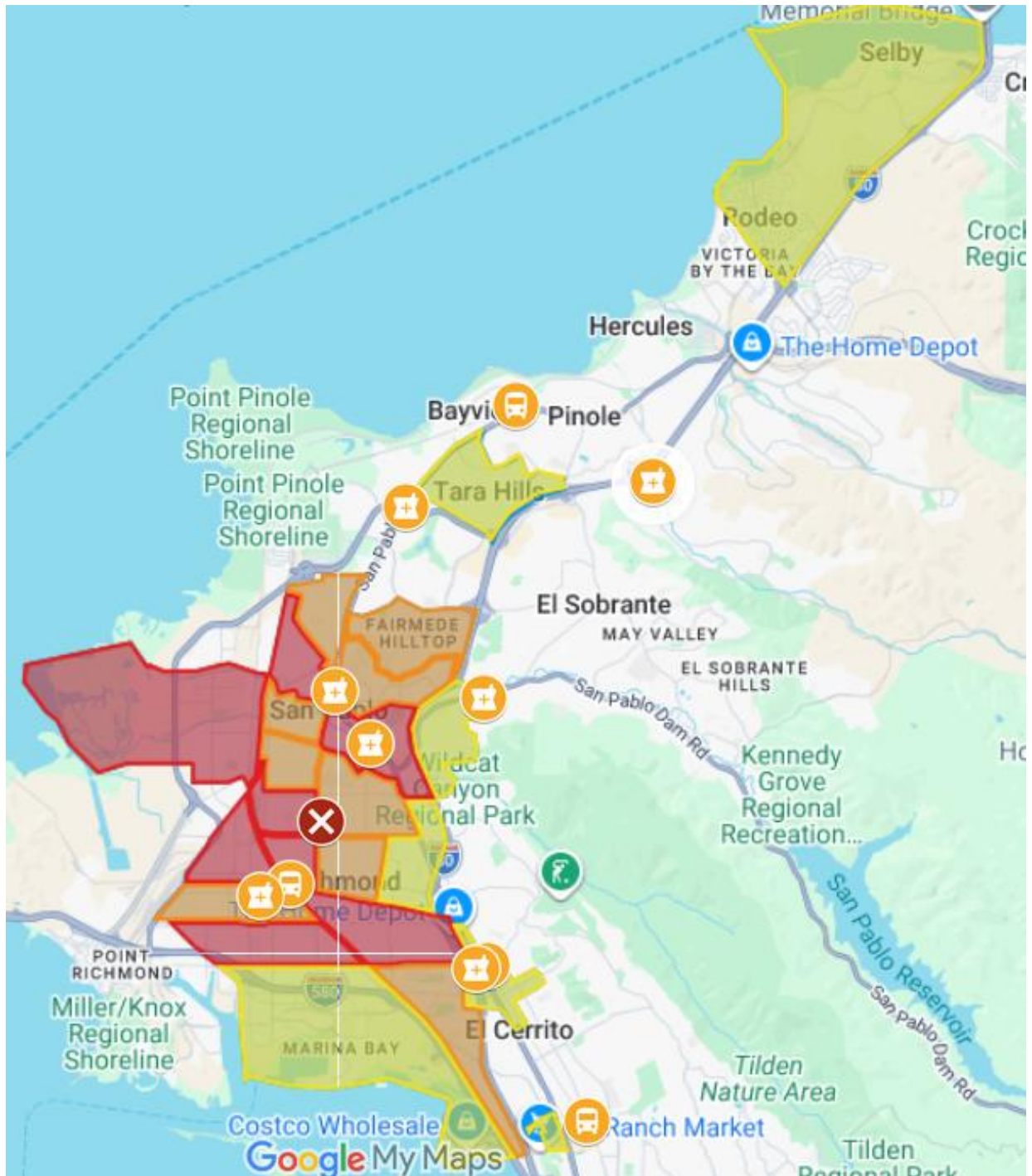
BACKGROUND AND DISCUSSION

At the February 2026 Board meeting, MTC presented on Clipper 2.0. During the Board discussion at that meeting, the question was raised about how WCCTC could expand access to retail Clipper locations in West Contra Costa County.

Clipper 2.0 is expanding how passengers can pay for transit. Riders can now tap a credit or debit card directly at the fare reader, or pay using a mobile phone app, without needing a physical Clipper card. However, these new payment methods only charge the standard adult fare. Youth, Senior, Clipper START, and Clipper Access customers still need a physical Clipper card to receive their fare discounts, which is why continuing to expand retail access to Clipper cards remains valuable even as these newer payment options become available.

Generally, Clipper cards are available for purchase at Walgreens and transit centers (such as BART stations) in West Contra Costa County. WCCTC staff reviewed MTC's online list of Clipper retail locations in West County and found two issues to flag with MTC. First, WestCAT's location was missing from the list, even though WestCAT sells not only regular Clipper cards but can also process senior and youth discount Clipper cards, which is not possible at Walgreens. Second, the list still includes Rancho Market on 23rd Street in Richmond as a Clipper retail location, but upon visiting the store, staff found employees unfamiliar with the program. The store changed its name in 2016 and is perhaps under new management, so the Clipper program may not have transferred to the new operators. WCCTC staff notified MTC staff of both issues so they can update their online retailer list.

WCCTC staff created this online map, which shows existing West County Clipper retailer locations: <https://bit.ly/WestCountyClipper>. The pharmacy icons represent Walgreens, the bus icons represent BART stations and WestCAT offices, and the red X is for Rancho Market, which staff believe is no longer a Clipper retailer. The colored tracts are Equity Priority Communities (EPC), ranging from high need (yellow) to higher need (orange) to highest need (red).



MTC has a retail outreach program that can send staff out to recruit new Clipper vendors, with special incentives for vendors operating within EPCs, including waiving equipment deposits for new vendors and offering a 5% commission (higher than the standard 2%). To become a Clipper vendor, a retail location must meet with MTC staff and be trained on the equipment, a handheld device that can activate Clipper cards, add value, and accept credit or debit card payment.

This outreach program is currently on hold. Cubic, the Clipper system's integrator contractor, is developing a new point-of-sale system for retail locations and has not yet identified a point person to manage the retail program during this transition. MTC has asked WCCTC to hold off on active outreach until these issues are resolved. MTC staff has been very helpful throughout this exploration and will be a good partner in expanding Clipper opportunities in West Contra Costa.

In the meantime, staff can still identify potential locations for when the retail program becomes available again. Four areas within West County appear to be good candidates for expanding Clipper retail access.

Staff believes there are no Clipper retail locations along 23rd Street in Richmond, despite the corridor having many candidate stores and groceries. One retailer on that corridor could serve the Belding Woods and North & East neighborhoods. The 23rd Street Merchants Association could be a partner in identifying a store.

The south side of Richmond is also underserved. Richmond Food Center, at the corner of 23rd and Cutting, could serve Atchison Village, the Marina, and other parts of South Richmond.

North Richmond is one of the highest-priority EPCs in the Bay Area and is not currently served by a Clipper retail location. While there are three small corner stores in North Richmond that could offer Clipper, the Food Barn, just outside North Richmond on Rumrill Blvd, may be a better candidate, as it has a larger staff and can serve more of the surrounding area.

Hercules and the Rodeo/Selby/Crockett area are all without any nearby Clipper retail locations. Rodeo does have some corner stores and grocery stores that could be candidates to expand Clipper retail access to that EPC in the future.

Staff will provide further updates to the Commission as more information becomes available.

Attachments:

A. PowerPoint presentation



SEPTEMBER 4, 2026

Clipper Retail in West Contra Costa County

Expanding retail access to Clipper cards in West County

Coire Reilly, Program Manager

WCCTC Board Meeting, September 4, 2026

12A-1

Current Retail Access in West County

Staff reviewed MTC's published list of Clipper retail locations serving West Contra Costa County.

Where cards are sold today

- Walgreens stores
- BART stations and other transit centers
- WestCAT offices — the only outlet that also processes Senior and Youth discount cards

Two corrections sent to MTC

- WestCAT was missing from the online retailer list
- Rancho Market on 23rd Street is listed but no longer participating

Staff mapped every West County retailer against MTC's Equity Priority Communities: bit.ly/WestCountyClipper

Candidate Locations

No Clipper retailer serves the 23rd Street corridor, North Richmond, or north of Pinole today.

1

23rd Street corridor

Richmond — retailer to be identified

Many stores and groceries to choose from. One outlet could serve Belding Woods and the North & East neighborhoods; the 23rd Street Merchants Association could help find a store.

2

Richmond Food Center

23rd Street at Cutting Blvd

Covers the underserved south side of Richmond — Atchison Village, the Marina, and surrounding South Richmond neighborhoods.

3

Food Barn

Rumrill Blvd, just outside North Richmond

North Richmond has no Clipper retailer today. Three small corner stores are options, but Food Barn has a larger staff and can serve more of the surrounding area.

4

Richmond City Hall

Central Richmond

A public counter that would put Clipper sales in the heart of the city, alongside other city services.

5

Hercules and the Rodeo / Selby / Crockett area

None of these communities has a nearby Clipper retail location. Rodeo's corner stores and grocery stores are candidates for extending access to that EPC in the future.

MTC's Retail Outreach Program

5%

commission in EPCs

versus the standard 2% for retailers outside an
Equity Priority Community

\$0

equipment deposit

waived for new vendors that operate within an
EPC

1

handheld device

activates cards, adds value, and accepts credit
or debit payment

MTC can send staff out to recruit new Clipper vendors, with added incentives inside Equity Priority Communities.

Enrollment is paused. Cubic, the Clipper system integrator, is building a new point-of-sale system, and onboarding of new retailers is on hold until that technology is available. MTC is also waiting on Cubic to name a new point person for the retail program and has asked WCCTC to hold off on outreach until then.

Why Physical Cards Still Matter

What Clipper 2.0 adds

- Riders can tap a credit or debit card directly to pay their fare
- Mobile phone apps let riders pay without a physical card

What still requires a card

- Youth and Senior discounts
- Clipper START
- Clipper Access

Tapping a credit or debit card only charges the standard adult fare. The riders who benefit most from a discount are the ones who still need a physical Clipper card — which is why retail access remains worth expanding.

Next Steps

- MTC and Cubic will identify a new point person for the Clipper retail program
- Retailer enrollment resumes once the new point-of-sale technology is ready
- WCCTC staff will continue vetting candidate sites and building partnerships, including with the 23rd Street Merchants Association
- Staff will report back to the Board as MTC provides updates

Contact

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August 24, 2026

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

RE: August 20, 2026, WCCTC Meeting Summary

Dear Tim:

The following is a synopsis of the Special WCCTC Board meeting on August 20, 2026. The Board:

1. Approved the Measure J Program 21b allocation of \$43,500 to the John Swett Unified School District's Yellow School Bus Program, representing the annual 5% set-aside required under WCCTC Board policy.
2. Received a presentation from CCTA Executive Director Tim Haile on the Measure J Transportation Expenditure Plan (TEP) development process and provided initial feedback on transportation priorities for West Contra Costa County.

Sincerely,



John Nemeth
Executive Director

cc: Tarien Grover, CCTA
Tiffany Gephart, Grey-Bowen-Scott
Irina Nalitkina, Grey-Bowen-Scott
Robert Sarmiento, DCD Contra Costa County
Chris Weeks, SWAT

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

AAC: Accessibility Advisory Committee
ABAG: Association of Bay Area Governments
ACTC: Alameda County Transportation Commission
ADA: Americans with Disabilities Act
APC: Administration and Projects Committee (CCTA)
ATSP: Accessible Transportation Strategic Plan
ATP: Active Transportation Program
AV: Autonomous Vehicle
BAAQMD: Bay Area Air Quality Management District
BATA: Bay Area Toll Authority
BCDC: Bay Conservation and Development Commission
Caltrans: California Department of Transportation
CBTP: Community Based Transportation Plan
CCTA: Contra Costa Transportation Authority
CEQA: California Environmental Quality Act
CMAAs: Congestion Management Agencies
CMAQ: Congestion Management and Air Quality
CMP: Congestion Management Program
CSMP: Corridor System Management Plan
CCTSAP: Contra Costa Transportation Safety Action Plan
CTC: California Transportation Commission
CTP: Contra Costa Countywide Comprehensive Transportation Plan
CTPL: Comprehensive Transportation Project List
DAA: Design Alternatives Assessment
DEIR: Draft Environmental Impact Report
EBRPD: East Bay Regional Park District
EIR: Environmental Impact Report
EIS: Environmental Impact Statement
EPCs: Equity Priority Communities
EVP: Emergency Vehicle Preemption (traffic signals)
FHWA: Federal Highway Administration
FTA: Federal Transit Administration
FY: Fiscal Year
HOV: High Occupancy Vehicle Lane
ICM: Integrated Corridor Mobility
ITS: Intelligent Transportations System
LAIF: Local Agency Investment Fund

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