



El Cerrito

MEETING NOTICE AND AGENDA

DATE & TIME: Friday, May 27, 2016, 8:00 a.m. – 10:00 a.m.

Hercules

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

Pinole

1) Call to Order and Self-Introductions. (Sherry McCoy - Chair)

2) Public Comment. The public is welcome to address the Board on any item that is not listed on the agenda. *Please fill out a speaker card and hand it to staff.*

Richmond

3) Proclamation Honoring Karineh Samkian. Ms. Samkian, a resident of El Cerrito and an Environmental Program Analyst with the City of San Pablo, was selected by 511 Contra Costa as the Contra Costa County Bike Commuter of the Year. This is the second year in a row that a resident of West County has been chosen to represent the County.

San Pablo

CONSENT CALENDAR

4) Corrected Minutes of March 25, 2016 Board Meeting and Minutes of April 22, 2016 Board Meeting. (Attachment; Recommended Action: Approve)

Contra Costa
County

5) Monthly Update on WCCTAC Activities. (Attachment; Recommended Action: Information Only)

6) Financial Reports. The reports show the Agency's revenues and expenses for April 2016. (Attachment; Recommended Action: Information Only)

AC Transit

7) Payment of Invoices over \$10,000. None.

BART

8) Subregional Transportation Mitigation Program (STMP) Cooperative Funding Agreements. In March, the WCCTAC Board agreed to allocate STMP funding to three regionally-beneficial projects in Richmond, Hercules and El Cerrito. The cities of Richmond and Hercules have now completed funding agreements which are ready for WCCTAC approval. The City of El Cerrito is finalizing its agreement, which is expected to come before the Board in June. (Attachments; Recommended Action: Authorize the Executive Director to execute the Richmond and Hercules funding agreements)

WestCAT

- 9) **Fiscal Audits and Memoranda of Internal Control for Fiscal Year 2014.** The accounting firm of Maze and Associates prepared the fiscal audit for WCCTAC for fiscal year 2014. Staff recommends approval of the financial statements. (*Attachments provided to Board members: a) Basic Financial Statements for Year Ended June 30, 2014, b) Memorandum on Internal Controls and Required Communications for Year Ended June 30, 2014; Recommended Action: APPROVE*)
- 10) **AC Transit and WestCAT's FY17 Claims for Measure J Program 19b Additional Bus Service Enhancements.** Measure J's Program 19b provides dedicated funding to AC Transit and WestCAT to enhance bus service in West County. The amount of available Program 19b funds in FY 17 is \$1,515,957 for AC Transit and \$344,536 for WestCAT for a total of \$1,860,492. AC Transit will use their funds towards the new weekend service started on the 72R in FY 15-16, as well as supporting Line 800 Transbay all night service to Richmond BART. WestCAT will apply their funds towards expanding and developing new services in West County. (*Attachments; Recommended Action: APPROVE the 19b Claims for FY17*)
- 11) **FY 17 Claims for Measure J Program 20b, Additional Transportation for Seniors and People with Disabilities.** The annual allocation of Measure J's Program 20b funds *Additional Transportation for Seniors and People with Disabilities* is available to the five paratransit operators as outlined in the Measure J Expenditure Plan. The total available 20b funds in FY 17 are estimated at \$559,870. The operators include the East Bay Paratransit Consortium (EBPC), WestCAT, and the cities of Richmond, San Pablo and El Cerrito. These funds can be used for existing and/or enhanced senior and disabled services. The Paratransit Coordinating Committee (PCC) recently reviewed the claims and had no comments. To see all the detail on both the CCTA Program 15 claims and the WCCTAC Program 20b claims, click [here](#). (*Attachments; Recommended Action: APPROVE*).

REGULAR AGENDA ITEMS

- 12) **West Contra Costa High Capacity Transit Study:** Based on the study's goals and objectives, the Board approved a set of evaluation criteria for reviewing the preliminary alternatives. The consultant team has completed the technical evaluation report and a summary of the public input received during the April 2016 online survey and workshops. Technical Memo 10: Preliminary Evaluation and Screening provides a detailed report, which is summarized in Attachment B-3. (*Leah Greenblat – WCCTAC Staff and Rebecca Kohlstrand WSP/Parsons Brinckerhoff; Attachments:*
- A. Technical Memo 10: Preliminary Evaluation and Screening is available on the study website at www.westcountytransitstudy.com,
 - B. Staff report with attachments,
 - 1. Descriptions of eight preliminary alternatives
 - 2. Maps showing eight preliminary alternatives
 - 3. Summary Table of Tech. Memo 10 Opportunities & Challenges Evaluation
 - 4. Public Outreach Summary Report, April 2016
- Recommended Action: Receive presentation and identify a subset of alternatives to advance to the next phase of this study.)*

- 13) Draft Fiscal Year 2017 Work Program, Budget and Dues:** The proposed Work Program for Fiscal Year 2017 was developed with input from the Technical Advisory Committee (TAC). The draft budget is divided into four different funds based on distinct purposes and revenue sources. The dues for next year are proposed to be slightly higher but still lower than the “normal” dues that prevailed from FY08 to FY12. Staff recommends approval of these documents for circulation to member agencies with the aim of final Board adoption in June at the next Board meeting. *(John Nemeth – WCCTAC Staff; Attachments; Recommended Action: Review and Comment. AUTHORIZE release for member agency review with staff to bring back for approval at June Board meeting.)*
- 14) Transportation Expenditure Plan (TEP) Update:** On May 18, 2016, the CCTA Board authorized the release of a Final TEP. The TEP will now go before the County Board of Supervisors and local city/town councils for approval. CCTA staff will provide information about the next steps in the process. *(CCTA Staff; Attachments; Recommended Action: Information Only.)*

STANDING ITEMS

15) Board and Staff Comments.

- a. Board Member Comments, Conference/Meeting Reports (AB 1234 Requirement), and Announcements
- b. Report from CCTA Representatives (*Directors Abelson & Butt*)
- c. Executive Director’s Report

16) Other Business.

17) General Information Items.

- a. Letter to CCTA Executive Director with April 22, 2016 Summary of Board Actions
- b. Acronym List

18) Adjourn. Next meeting is: June 24, 2016 @ 8:00 a.m.
in the El Cerrito City Hall Council Chambers,
located at 10890 San Pablo Avenue, El Cerrito

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- In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in the WCCTAC Board meeting, or if you need a copy of the agenda and/or agenda packet materials in an alternative format, please contact Valerie Jenkins at 510.210.5930 prior to the meeting.
 - If you have special transportation requirements and would like to attend the meeting, please call the phone number above at least 48 hours in advance to make arrangements.
 - Handouts provided at the meeting are available upon request and may also be viewed at WCCTAC’s offices.
 - Please refrain from wearing scented products to the meeting, as there may be attendees susceptible to environmental illnesses. Please also put cellular phones on silent mode during the meeting.
 - A meeting sign-in sheet will be circulated at the meeting. Sign-in is optional.

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**West Contra Costa Transportation Advisory Committee
Board of Directors Meeting
Meeting Minutes: March 25, 2016**

MEMBERS PRESENT: Sherry McCoy, Chair (Hercules); Janet Abelson, Vice-Chair (El Cerrito); Tom Butt, (Richmond); Gayle McLaughlin (Richmond); Vinay Pimplé (Richmond); Roy Swearingen (Pinole); Cecilia Valdez (San Pablo); Zakhary Mallett (BART); Chris Peeples (AC Transit); Joe Wallace (AC Transit); Maureen Powers (WestCat);

STAFF PRESENT: John Nemeth, Joanna Pallock, Valerie Jenkins, Leah Greenblat, Danelle Carey, Ben Reyes (legal counsel)

ACTIONS LISTED BY: Valerie Jenkins

Meeting Called to Order: 8:02 AM

Meeting Adjourned: 10:47 AM

Public Comment:

Consent Calendar: Motion by *Director Mallett*; Seconded by *Vice-Chair Abelson*; passed unanimously.

3. Minutes of the February 26, 2016 Board Meeting.

4. Monthly Update on WCCTAC Activities.

5. Financial Reports for February 2016.

6. Payment of Invoices over \$10,000.

ITEM/DISCUSSION	ACTION
Item #8 Subregional Transportation Mitigation Program (STMP)	<p>Staff discussed the fact that the STMP now has a large fund balance and recommended that funds be distributed to eligible projects.</p> <p>Staff discussed options for distributing funds based on formal requests and the criteria developed by the WCCTAC TAC.</p> <p><i>Director Mallett</i> motioned to grant the City of Richmond \$527k; the City of El Cerrito \$300k; the City of Hercules \$1 million, and to give priority consideration to both the City of San Pablo for the San Pablo Dam Road Interchange project and the BART project. <i>Director Peeples</i> seconded. Motion passed unanimously.</p>

	<p>2nd motion made by Director Valdez to give priority to the San Pablo Dam Road Interchange project first and to BART's project second for future STMP allocations. No second was made on the motion. Motion did not pass.</p>
<p>Item #9 Transportation Expenditure Plan (TEP) Recommendations</p>	<p>Staff provided an update on the status of the Initial Draft TEP (version 2.1).</p> <p>Director Valdez motioned to move \$4.7 million from the "Regional Choice" category into the "Pedestrian Bicycle& Trail Facilities (PBTF)" category. Also, as part of the motion, \$10 million from the "Innovative Transportation Technology" category would be moved to the "Bus and Non-Rail Enhancements" category. Seconded by Director Peeples. Vote Taken: Director Butt voted No; Director Mallett abstained. Motion passed.</p> <p>A second subsequent motion was made by Director McLaughlin to split \$138.8 million between the "Local Streets Maintenance Improvements" category and the "Major Streets and Complete Streets Project Grants" category so that each category would receive \$69.4 million. There was no official second. Vote taken: Directors Valdez, Pimplé, Abelson and Chair McCoy voted No. Directors Butt, Peeples, Mallett, McLaughlin, and Powers voted Yes. Motion passed.</p> <p>A third motion was made by Vice-Chair Abelson to reiterate a preference for calling the Bus and Non-Rail Enhancements category, "Bus Operations and Improvements"; Director Valdez seconded; Director Pimplé voted No and Director Powers abstained. Motion passed.</p>
<p>Item #10 West Contra Costa High Capacity Transit Study</p>	<p><i>Information Only</i></p> <p>Staff provided general information on the upcoming first round of public workshops for the study.</p>

**West Contra Costa Transportation Advisory Committee
Board of Directors Meeting
Meeting Minutes: April 22, 2016**

MEMBERS PRESENT: Sherry McCoy, Chair (Hercules); Janet Abelson, Vice-Chair (El Cerrito); Tom Butt, (Richmond) left at 9:30 a.m. and was replaced by Eduardo Martinez (Richmond); Gayle McLaughlin (Richmond); Roy Swearingen (Pinole); Maureen Powers (WestCat); Cecilia Valdez (San Pablo); Zachary Mallett (BART); Vinay Pimplé (Richmond), Joe Wallace (AC Transit) left at 9:00 a.m. and was replaced by Chris Peebles (AC Transit)

STAFF PRESENT: John Nemeth, Joanna Pallock, Leah Greenblat, Danelle Carey, Kris Kokotaylo (legal counsel)

ACTIONS LISTED BY: Valerie Jenkins

Meeting Called to Order: 8:05 a.m.

Meeting Adjourned: 10:12 a.m.

Public Comment: Mike Roberts (City of Hercules) expressed concerns over the proposed change in funding percentages between the Local Streets category and the Major Roads category in the TEP as proposed by the WCCTAC Board at the March meeting. He stated that this would limit smaller communities from fixing some of their urgent road repairs on smaller roads. He pointed out that the category for Local Street funding was very flexible but that the Major Roads is restricted to collectors and arterials, preventing the funds to be used on other local residential streets.

Consent Calendar: Motion to approve items 4-6 by *Vice-Chair Abelson; Seconded by Director Mallett; motion passed unanimously.*

Item #3 (March Board Minutes) was pulled from the Consent Calendar so that it could be corrected and clarified. The Board requested that revised minutes be brought back to the May 27, 2016 Board meeting.

4. Monthly Update on WCCTAC Activities.

5. Financial Reports for March 2016.

6. Payment of Invoices over \$10,000.

ITEM/DISCUSSION	ACTION
Item # 7 Transportation Expenditure Plan (TEP) Recommendations	Director Mallet motioned to adopt the recently released 30-year Gray, Scott, Bowen TEP proposal with the following additional recommendations: Keep the I-80 interchange projects and the High Capacity Transit Study

	<p>(HCTS) categories separate; reject the TAC recommendation to add greater flexibility in the high capacity transit category and leave it as is; incorporate the recommended changes from the TAC in the Bicycle, Pedestrian Trail Facility category. Director Valdez seconded the motion.</p> <p>A substitute motion was made by Director McLaughlin to accept the Gray, Scott, Bowen proposal, keeping the I-80 Interchange project and the HCTS as two separate categories; accept the TAC recommendations allowing flexibility in the high capacity transit category, and accept the TAC's recommendations for the Bicycle Pedestrian and Trail facilities, which expands how the money can be utilized.</p> <p>The substitute motion was voted on first.</p> <p>Vote Yes- Chair McCoy, Director McLaughlin, Director Pimplé, Vice-Chair Abelson, Director Powers</p> <p>Vote No- Director Swearingen, Director Valdez, Director Mallett, Director Martinez</p> <p>Abstention- Director Peebles</p> <p>Motion did not pass as it failed to achieve a majority of the quorum.</p> <p>The main motion was voted on. Results were:</p> <p>Vote Yes: Director Pimplé, Director Powers, Director Mallett, Director Swearingen, Chair McCoy, Vice-Chair Abelson, Director Valdez</p> <p>Abstention-Director Peebles, Director Martinez, Director McLaughlin</p> <p>Motion passed</p>
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<p>Item #8 West Contra Costa High Capacity Transit Study: Brief Report on Recent Workshops</p>	<p>Leah Greenblat of WCCTAC staff provided a brief summary of the first round of public workshops on the West County High Capacity Transit Study, held on April 12, 13, and 14 in Pinole, San Pablo and Richmond.</p> <p>A public comment came from Hercules City Council Member, Chris Kelly. Ms. Kelley made three suggestions for the Board related to the study:</p> <ul style="list-style-type: none"> • Add express bus service from Hercules to Emeryville and Oakland; • Ban all the non-three person cars from the HOV lane on I-80 in West County; • Make sure the Capital Corridor has a train stop in Hercules as part of the High Capacity Transit Study options.
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TO: WCCTAC Board

DATE: May 27, 2016

FR: John Nemeth, Executive Director

RE: Monthly Update on WCCTAC Activities – May

I-80/San Pablo Dam Road Interchange Reconstruction Update



Occasional closures of I-80 at San Pablo Dam Road are required to support the construction of the new Riverside Avenue Pedestrian Overcrossing. The first full closure occurred at night on May 14-15, with the highway closing at 11:00 p.m. and reopening at 6:30 a.m., 30 minutes ahead of schedule. Traffic was diverted onto San Pablo Avenue.

The next overnight freeway closure is planned for mid-June. The exact date will be released in the near future, and CCTA will inform local communities and the media.

Final Draft Transportation Expenditure Plan (TEP)

On April 22, 2016 the WCCTAC Board provided feedback to CCTA on the Draft Transportation Expenditure Plan (TEP). The CCTA Board then met on May 4th, 11th and 18th to finalize the TEP language and policy details. On May 18, 2016 the CCTA authorized the release of a Final TEP for circulation to the County Board of Supervisors and local city/town councils.

Over the next few weeks, the TEP will be considered by all 19 cities and towns in Contra Costa County, along with the County itself. In order to obtain final approval from CCTA, the TEP must be approved by a majority of cities that also represent a majority of the population. Concurrent with local consideration of the TEP, the Authority is planning to poll the public in June to determine the level of support for a potential ballot measure in November.

Redefining Mobility Summit



The Contra Costa Transportation Authority (CCTA) held an all day summit in Concord on April 21, 2016 that was focused on innovation and technology in transportation. The presenters came from both industry and government and represented transportation agencies, cities, transit operators, auto manufacturers, tech start-ups, and consulting firms.

Some topics included: the latest information about autonomous and connected vehicles, the use of connectivity to make city infrastructure smarter, and first and last mile solutions for transit. The elected attendees from WCCTAC included Directors McCoy, Abelson and Pimplé.

Rolling Activation to Begin on I-80 SMART Corridor (ICM) Project



Starting in June, Caltrans will be gradually activating elements of the I-80 SMART Corridor (ICM) project to allow motorists time to adjust to the new system. The most familiar elements will be introduced first, leading up to full activation of the system in mid-2016.

The I-80 Smart Corridor website has been updated to provide information about the phased activation and explanations of how the system works and what motorists can expect when it is fully activated. Caltrans and its partners have also developed new social media graphics and public information continues to be distributed by email, as well. Highway Advisory Radio (HAR) public service announcements (PSAs) are lined up to start when the activation begins.

A press conference and bus tour of the corridor is planned for May 26, 2016 and a formal ribbon cutting is tentatively planned for mid-2016.

Subregional Transportation Mitigation Program (STMP)

At the March 2016 meeting, the WCCTAC Board approved an allocation of STMP funds for three regionally-beneficial projects in Richmond, Hercules and El Cerrito. Staff is now working with the three cities to develop cooperative funding agreements. When approved by the Board, the agreements will allow the cities to invoice WCCTAC for these projects.

Staff also met with a subcommittee of the TAC to discuss STMP administrative issues and how to streamline the fee submittal and tracking process. Based on this input, WCCTAC staff will develop a revised submittal form for the TAC to review at an upcoming meeting.

Bike to Work Day 2016



On May 12, 2016, thousands of Bay Area residents pedaled to work in celebration of the 22nd annual Bay Area Bike to Work Day. With excellent weather, West County had a total of 1,290 cyclists stopping by and/or passing by an energizer station.

West County hosted fourteen (14) energizer stations in El Cerrito, El Sobrante, San Pablo, Richmond and Hercules. Pictured above left is the James Morehouse Project at El Cerrito High School hosting their annual energizer station, and pictured above right, are bicycle commuters stopping by the Ohlone Greenway at the El Cerrito Plaza Bart energizer station hosted by the City of El Cerrito.

To support bicycle commuting, WCCTAC Director and Contra Costa County Supervisor John Gioia, rode from his home in Marina Bay to the Rich City Rides energizer station at Richmond Greenway and Harbor Way – then to his office in El Cerrito. Way to go West County!

If you have interest in hosting an energizer station for BTWD 2017, please contact Danelle Carey, TDM Program Manager, at 510-210-5936 or dcarey@wcctac.org.



WestCAT Summer Youth Bus Pass

Discounted summer youth passes will be made available by WestCAT beginning May 16, 2016. The specially priced passes are available to anyone 17 years old and under and will be sold for \$50.00 each. They are good for 3 months of unlimited rides (June 1-August 31, 2016). The passes themselves take the form of a fun and colorful waterproof wristband. Support for the program is being provided by WCCTAC/511 Contra Costa, CCTA, and the Bay Area Air Quality Transportation Fund for Clean Air.



More information about the promotion is available by visiting www.westcat.org or by calling WestCAT at (510) 724-3331

Bike Commuter of the Year (BCOY), Karineh Samkian



Karineh Samkian, a resident of El Cerrito, works as an Environmental Analyst for the City of San Pablo. Karineh bikes to work every day from El Cerrito along the Ohlone Greenway and the I-80 Bikeway. She has grown into a bike champion for San Pablo and encourages her co-workers to bike as well.

In addition to being a bike commuter, Karineh has partnered with WCCTAC's TDM program to install bike racks at Café Soleil in El Sobrante. Karineh continuously conducts outreach to engage businesses in the community to install bike racks to encourage an active lifestyle.

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	Current Period Actuals	Net Budget Adjustments	YTD Budget	YTD Actuals	YTD Variance	Encumbered Amount	Available Amount	Available %
Salary and Benefits								
41000. Salary	22,444	273,691	273,691	216,486	57,205	0	57,205	21
41002. Buy Back Compensation	36	0	0	305	-305	0	-305	0
41105. Workers Compensation	0	9,812	9,812	0	9,812	0	9,812	100
41200. PERS Retirement	2,519	37,956	37,956	33,604	4,352	0	4,352	11
41210. Pension Benefits	0	0	0	2,609	-2,609	0	-2,609	0
41310. Medical Insurance	4,702	43,610	43,610	40,146	3,464	0	3,464	8
41311. Retiree Healthcare	157	2,180	2,180	2,160	20	0	20	1
41400. Dental	338	4,362	4,362	3,133	1,229	0	1,229	28
41500. Vision	0	1,090	1,090	4,250	-3,160	0	-3,160	0
41800. LTD Insurance	172	127	127	1,546	-1,419	0	-1,419	0
41900. Medicare	320	3,725	3,725	3,051	674	0	674	18
41903. Employee Assistance Program	0	1,453	1,453	0	1,453	0	1,453	100
41904. Life Insurance	39	454	454	353	101	0	101	22
41911. Liability Insurance	0	4,055	4,055	11,056	-7,001	0	-7,001	0
41912. Unemployment Insurance	1,750	0	0	1,750	-1,750	0	-1,750	0
Sub Total Salary and Benefits	32,476	382,515	382,515	320,448	62,067	0	62,067	
Service and Supplies								
43500. Office Supplies	507	4,000	4,000	3,132	868	0	868	22
43501. Postage	0	500	500	78	422	0	422	84
43520. Copies/Printing/Shipping/Xerox	386	3,500	3,500	3,053	447	0	447	13
43530. Office Furn & Equipmt <\$5000	0	2,000	2,000	28	1,972	0	1,972	99
43600. Professional Services	8,354	50,250	50,250	53,203	-2,953	0	-2,953	0
43900. Rent/Building	1,772	16,124	16,124	15,485	639	0	639	4
44000. Special Department Expenses	200	11,800	11,800	2,783	9,017	0	9,017	76
44320. Travel/Training Staff	208	4,000	4,000	3,462	538	0	538	13

* Report Contains Filters



7700. WCCTAC Operations Division
Account Details
As of Fiscal 2016 - April

	Current Period Actuals	Net Budget Adjustments	YTD Budget	YTD Actuals	YTD Variance	Encumbered Amount	Available Amount	Available %
* Report Contains Filters								
Sub Total Service and Supplies	11,427	92,174	92,174	81,225	10,949	0	10,949	
Report Total :	43,903	474,689	474,689	401,673	73,016	0	73,016	



	Current Period Actuals	Net Budget Adjustments	YTD Budget	YTD Actuals	YTD Variance	Encumbered Amount	Available Amount	Available %
Salary and Benefits								
41000. Salary	20,366	217,335	217,335	175,842	41,493	0	41,493	19
41002. Buy Back Compensation	144	0	0	1,220	-1,220	0	-1,220	0
41105. Workers Compensation	0	5,173	5,173	0	5,173	0	5,173	100
41200. PERS Retirement	2,522	43,208	43,208	31,135	12,073	0	12,073	28
41210. Pension Benefits	0	0	0	2,327	-2,327	0	-2,327	0
41310. Medical Insurance	4,881	47,926	47,926	42,482	5,444	0	5,444	11
41400. Dental Insurance	413	4,489	4,489	3,665	824	0	824	18
41500. Vision Care	0	1,141	1,141	0	1,141	0	1,141	100
41800. LTD Insurance	98	1,065	1,065	881	184	0	184	17
41900. Medicare	291	2,967	2,967	2,508	459	0	459	15
41902. FICA	176	0	0	566	-566	0	-566	0
41903. Employee Assistance Program	0	1,217	1,217	0	1,217	0	1,217	100
41904. Life Insurance	24	457	457	220	237	0	237	52
41911. Liability Insurance	0	4,055	4,055	3,676	379	0	379	9
Sub Total Salary and Benefits	28,914	329,033	329,033	264,522	64,511	0	64,511	
Service and Supplies								
43500. Office Supplies	0	6,500	6,500	167	6,333	0	6,333	97
43501. TDM Postage	0	0	0	1,781	-1,781	0	-1,781	0
43502. TDM Postage	0	7,123	7,123	2,259	4,864	0	4,864	68
43520. Copies/Printing/Shipping/Xerox	386	9,190	9,190	2,978	6,212	0	6,212	68
43600. Professional Services	8,275	61,844	61,844	37,135	24,709	0	24,709	40
43900. Rent/Building	1,579	22,452	22,452	19,850	2,602	0	2,602	12
44000. Special Department Expenses	588	169,974	169,974	91,588	78,386	0	78,386	46
44320. Travel/Training Staff	0	3,339	3,339	3,817	-478	0	-478	0

* Report Contains Filters



* Report Contains Filters



	Current Period Actuals	Net Budget Adjustments	YTD Budget	YTD Actuals	YTD Variance	Encumbered Amount	Available Amount	Available %
Salary and Benefits								
41000. Salary	0	10,000	10,000	0	10,000	0	10,000	100
Sub Total Salary and Benefits	0	10,000	10,000	0	10,000	0	10,000	
Service and Supplies								
44000. Special Department Expense	0	500,000	500,000	0	500,000	0	500,000	100
Sub Total Service and Supplies	0	500,000	500,000	0	500,000	0	500,000	
Report Total :	0	510,000	510,000	0	510,000	0	510,000	

* Report Contains Filters



	Current Period Actuals	Net Budget Adjustments	YTD Budget	YTD Actuals	YTD Variance	Encumbered Amount	Available Amount	Available %
Service and Supplies								
43600. Professional Services	0	0	0	43,236	-43,236	0	-43,236	0
44000. Special Department Expense	68,485	1,065,000	1,065,000	532,477	532,523	0	532,523	50
Sub Total Service and Supplies	68,485	1,065,000	1,065,000	575,714	489,286	0	489,286	
Report Total :								
	68,485	1,065,000	1,065,000	575,714	489,286	0	489,286	



TO: WCCTAC Board

DATE: May 19, 2016

FR: Leah Greenblat, Project Manager

RE: **Subregional Transportation Mitigation Program (STMP) Cooperative Funding Agreements**

REQUESTED ACTION

Authorize WCCTAC's Executive Director to execute cooperative funding agreements to expend Subregional Transportation Mitigation Program (STMP) funds for the following projects:

- City of Richmond's Intermodal Station, East Side Improvements Project
- City of Hercules' Path to Transit Phase of the Regional Intermodal Transit Center

BACKGROUND AND DISCUSSION

At WCCTAC's March meeting, the Board, consistent with the approved project list in the adopted STMP ordinance, agreed to allocate STMP funds to three regionally-beneficial projects:

Agency	Project	Board's Approved Funding Amount
City of Richmond	Intermodal Station, East Side Improvements Project	\$527,000
City of Hercules	Path to Transit Phase of the Regional Intermodal Transit Center	\$1,000,000
City of El Cerrito	Ohlone Greenway BART Station Area Access, Safety and Placemaking Improvements Project	\$300,000

In order to provide funding to these agencies, each agency needs to enter into a cooperative funding agreement with WCCTAC. WCCTAC's legal counsel has reviewed the attached agreements.

Staff requests that the Board authorize the WCCTAC Executive Director to execute the attached cooperative funding agreements with the cities of Richmond and Hercules. At the request of the City of El Cerrito's staff, that city's agreement is scheduled for the Board's consideration at the June 24, 2016 meeting.

Attachments:

- A. Cooperative Funding Agreement with the City of Richmond to fund its Intermodal Station, East Side Improvements Project.
- B. Cooperative Funding Agreement with the City of Hercules to fund its Path to Transit Phase of the Regional Intermodal Transit Center.

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

**Nevin Avenue Improvements: BART to 19th Street Project
(Richmond Intermodal Station, East Side Improvements)**

This AGREEMENT is made and entered into as of May __, 2016, (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 the City of Richmond, a municipal corporation and charter city.

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

RECITALS

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

WHEREAS, Agency’s Project, as further described in the Scope of Work, attached as Exhibit A, which is incorporated herein (“Project”), is one of the eleven projects identified in the 2006 STMP; and

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

WHEREAS, at its October 28, 2011 meeting, the WCCTAC Board of Directors approved an appropriation of five hundred and twenty-seven thousand dollars (\$527,000) in STMP funds to Agency towards the Project; and

WHEREAS, on November 14, 2011, WCCTAC issued that certain Letter of No Prejudice Approval Authority for Richmond Intermodal Station, East Side Improvements to Agency “allowing the Agency to proceed to incur costs for design and engineering work for the Nevin Avenue Improvements: BART to 19th Street Project in the amount of \$527,000” (the “WCCTAC Approval Letter”).

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, 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 December 31, 2017 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, as provided for in Section 3.4. The time provided to Agency to complete the services required by this Agreement shall not affect WCCTAC's right to terminate the Agreement, as referenced in Section 8.

1.3. Standard of Performance. Agency shall perform or cause to be performed all services required in Exhibit A according to the standards observed by a competent practitioner of the profession in which Agency's consultants or contractors are engaged.

1.4. Assignment of Personnel. Agency shall retain only competent personnel to perform the Project to this Agreement. In the event that WCCTAC, in its sole discretion, desires the reassignment of any such persons, Agency shall, upon receiving notice from WCCTAC, of such desire of WCCTAC, reassign such person or persons.

1.5. Time is of the Essence. Time is of the essence. Agency shall devote such time to the performance of the Project pursuant to this Agreement as may be reasonably necessary to timely finish the Scope of Work, Exhibit A.

1.6. Public Works and Department of Industrial Relations Requirements. Because the Project and Scope of Services 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 Services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A. Agency is also required to comply with all relevant provisions of the Labor Code applicable to public works, including enforcement of the contractor registration requirements of the California State Department of Industrial Relations.

SECTION 2

FUNDING OBLIGATIONS

2.1. Funding. In accordance with the WCCTAC Master Cooperative Agreement pertaining to the 2006 STMP and the WCCTAC Approval Letter, Exhibit B, and subject to available funding, WCCTAC hereby agrees to fund Agency's design and engineering for the Project in a sum not to exceed five hundred and twenty-seven thousand dollars (\$527,000) 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 Service, 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.

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

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

2.5. Reimbursable Expenses. Reimbursable expenses shall not include a mark-up and are billed as a direct cost. In no event shall expenses be advanced by WCCTAC to 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 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. Agency is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from WCCTAC's Executive Director or his designee. Notwithstanding the foregoing, the Parties acknowledge and agree that the design and engineering funds covered by this Agreement have been incurred as authorized by the WCCTAC Approval Letter.

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. Notwithstanding the foregoing, the Parties acknowledge and agree that the Project related design and engineering funds covered by this Agreement have been incurred as authorized by the WCCTAC Approval Letter and that Agency has no further obligation to WCCTAC under this Section 2.9.

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. Notwithstanding the foregoing, the Parties acknowledge and agree that the Project related design and engineering funds covered by this Agreement have been incurred as authorized by the WCCTAC Approval Letter and that Agency has no further obligation to WCCTAC under this Section 2.10.

2.11. Records Keeping. All reports, studies, plans, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Agency prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be made available to WCCTAC at WCCTAC'S request.

2.13. 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.

2.14. Inspection and Audit of Records. Any records or documents that Sections 2.12 and 2.13 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. 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.

3.2 Acceptance. Upon completion of the Project, Agency shall submit a report documenting that 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. Notwithstanding the foregoing, the Parties acknowledge and agree that the design and engineering phase of the Project has been completed and that Agency has no further obligation to WCCTAC under this Section 3.2.

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.

- (a) This Agreement shall be subject to termination as follows:
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, and/or employees for damages, loss, injury and/or liability, direct or indirect, resulting from Agency's participation in the Project and/or the services provided by the Agency under contract to Agency. Agency's waiver shall not apply to liability arising from the negligence or willful misconduct of WCCTAC, its commissioners, officers, and/or employees.

3.6 Indemnity. Agency shall defend, indemnify and hold harmless WCCTAC, its governing board, member agencies, officers, and employees from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, 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 that arises out of the negligence or willful misconduct of 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 Riback Silver & Wilson
555 12th Street, Suite 1500
Oakland, CA 94607

If to Agency:

William Lindsay, City Manager
City of Richmond
450 Civic Center Plaza
Richmond, CA 94804

with a Copy to:

Bruce Reed Goodmiller, City Attorney
City of Richmond
450 Civic Center Plaza
Richmond, CA 94804

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

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

3.10 Governing Law. The laws of the State of California shall govern this Agreement. Agency and any consultants and contractors shall comply with all laws, including, but not limited, all statutes, regulations, local ordinances, and decisional authority, applicable to the Scope of Work hereunder.

3.11 Amendment. This Agreement may not be changed, modified, or rescinded except by the written approval of the legislative bodies of each Party, 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 Attorneys Fees. If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

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

3.19 Counterparts. This Agreement may be executed in counterparts.

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

City of Richmond

**West Contra Costa Transportation
Advisory Committee**

William Lindsay, City Manager

John Nemeth, Executive Director

Approved as to Form:

Approved as to Form:

City Attorney

Kristopher Kokotaylo, Legal Counsel

EXHIBIT A

SCOPE OF SERVICES

The Agency agrees:

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: Richmond Intermodal Station project.
5. To use the STMP funds for design and engineering work related to the BART to 19th Street improvements component of the Richmond Intermodal Station project.
6. To produce or complete design an engineering for a pedestrian and bicycle-focused transit access project that seeks to encourage walking and bicycling by residents and Civic Center-area workers to and from the Richmond Intermodal Station. The Richmond Intermodal Station project includes:
 - a total reconstruction of the east entrance to the BART station to remove the existing non-ADA compliant walkway and replace with an at-grade extension of Nevin Avenue, terminating at a “kiss-and-ride” cul-de-sac;
 - installation of pedestrian and bicycle-oriented streetscape elements along Nevin Avenue including wide sidewalks, bulb outs, curb ramps, enhanced crosswalks, bicycle sharrows, pedestrian scaled lighting, wayfinding signage and street trees; and
 - installation of a stairway, elevator, canopy and pedestrian plaza to provide direct access to the station, similar to the work already completed for the west entrance to the station.
7. To complete the over-all project based on the following initial schedule for the project of December 31, 2017.
8. To complete the STMP-funded portion of the project based on the estimated completion date of December 31, 2017.

EXHIBIT B

WCCTAC APPROVAL LETTER



El Cerrito

November 14, 2011

Hercules

Alan Wolken,
Director
Richmond Community Redevelopment Agency
440 Civic Center Plaza
Richmond CA 94804

Pineole

RE: Letter of No Prejudice Approval Authority
for Richmond Intermodal Station, East Side Improvements Project

Dear Alan:

Richmond

San Pablo

At its October 28 meeting, the West Contra Costa Transportation Advisory Committee (WCCTAC), as the fiscal agent for the Subregional Transportation Mitigation Impact Fee Program (STMP), reviewed and approved Richmond Community Redevelopment Agency's (Agency) request, dated October 5, 2011, for a Letter of No Prejudice (LONP) allowing the Agency to proceed to incur costs for design and engineering work for the Nevin Avenue Improvements: BART to 19th Street Project in the amount of \$527,000. The project is an element of the Richmond Intermodal Station, one of eleven projects that comprise the STMP. Under the current STMP Strategic Plan, \$15 million is apportioned to the Richmond Intermodal Station, but funding is not available due to slow revenue receipts. The Agency plans to advance the project with local funds at this time, in order to prevent other grant funds from lapsing.

Contra Costa
County

AC Transit

This approval allows the Agency to incur the subject costs without prejudice to the project's eligibility to receive future reimbursements from STMP up to the amount stated above for the same work that the Agency funds with local sources. The timing and phasing for the reimbursement will be determined as part of the ongoing STMP Strategic Plan Update. This approval is contingent upon the Agency's and the City of Richmond's continued commitment to pursue other grant funds to substitute for the STMP funds committed under this LONP; and in the event that the Agency and/or City is successful in the receipt of such grant funds, the Agency's agreement to rescind from the request the portion of the expenses that are funded with such grant.

BART

Please feel free to contact me if you have any questions regarding this approval authority.

WestCAT

Sincerely,

A handwritten signature in black ink, appearing to read "Christina M. Atienza", is written over a horizontal line.

Christina M. Atienza
Executive Director

13831 San Pablo Avenue, San Pablo, CA 94806
Ph: 510.215.3035 ~ Fx: 510.235.7059 ~ www.wcctac.org

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

Regional Intermodal Transit Center in Hercules

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

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

RECITALS

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

WHEREAS, Agency’s Project, as further described in the Scope of Work, attached as Exhibit A, which is incorporated herein (“Project”), is one of the eleven projects identified in the 2006 STMP; and

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

WHEREAS, at its [**Insert Date of Meeting**] meeting, the WCCTAC Board of Directors approved an appropriation of One Million Dollars (\$1,000,000) 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, 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 [INSERT DATE OF EXPIRATION OF TERM], 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, as provided for in Section 3.4. The time provided to Agency to complete the services required by this Agreement shall not affect WCCTAC's right to terminate the Agreement, as referenced in Section 8.

1.3. Standard of Performance. Agency shall perform or cause to be performed all services required in Exhibit A according to the standards observed by a competent practitioner of the profession in which Agency's consultants or contractors are engaged.

1.4. Assignment of Personnel. Agency shall retain only competent personnel to perform the Project to this Agreement. In the event that WCCTAC, in its sole discretion, desires the reassignment of any such persons, Agency shall, upon receiving notice from WCCTAC, of such desire of WCCTAC, reassign such person or persons.

1.5. Time is of the Essence. Time is of the essence. Agency shall devote such time to the performance of the Project pursuant to this Agreement as may be reasonably necessary to timely finish the Scope of Work, Exhibit A.

1.6. Public Works and Department of Industrial Relations Requirements. Because the Project and Scope of Services 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 Services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A. Agency is also required to comply all relevant provisions of the Labor Code applicable to public works, including enforcement of the contractor registration requirements of the California State Department of Industrial Relations.

SECTION 2 FUNDING OBLIGATIONS

2.1. Funding. In accordance with the WCCTAC Master Cooperative Agreement pertaining to the 2006 STMP, and subject to available funding, WCCTAC hereby agrees to fund Agency's Project in a sum not to exceed One Million Dollars, (\$1,000,000) 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 Service, 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.

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

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

2.5. Reimbursable Expenses. Reimbursable expenses shall not include a mark-up and are billed as a direct cost. In no event shall expenses be advanced by the 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 the WCCTAC or Agency terminates this Agreement pursuant to Section 3.4, the 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^[pt1]. Authorization to Perform Services. The Agency is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement not specified 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^[pt2]^[LG3] of the initial anticipated cash flow need or reimbursement; to submit subsequent requests at least two (2) months in advance of anticipated need; and to apply any funds received under this Agreement to the Project consistent with the terms and conditions of an approved funding appropriation.

2.10. Progress Reports. Progress reports shall be submitted along with the funding request in Section 2.9. Agency shall submit progress reports in a form satisfactory to WCCTAC based on the cost for services performed.

2.11. Records Keeping. All reports, studies, plans, data, maps, models, charts, ~~studies~~, surveys, photographs, memoranda, plans, ~~studies~~, specifications, records, files, or any other documents or materials, in electronic or any other form, that Agency prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be made available to WCCTAC at WCCTAC'S request. -

2.13. 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.

2.14. Inspection and Audit of Records. Any records or documents that Sections 2.12 and 2.13 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 Project Scope 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 Project Scope 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 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:

~~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.~~

~~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.~~

~~a.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.

~~b.c.~~ By mutual consent of both Parties, this Agreement may be terminated at any time.

~~e.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.

~~d.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.

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

3.5 Indemnity. Agency shall defend, indemnify and hold harmless WCCTAC, its governing board, member agencies, officers, and employees from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, 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 third party claims against Agency, waives any and all rights of any type to express or implied indemnity against WCCTAC.

3.6 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 Riback Silver & Wilson
555 12th Street, Suite 1500
Oakland, CA 94607

If to Agency:

David Biggs, City Manager
111 Civic Drive
Hercules, CA 94547

3.7 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.

3.8 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.

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

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

3.11 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.

3.12 Assignment. This Agreement may not be assigned, transferred, hypothecated, or pledged by any Party without the express written consent of the other Party.

3.13 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.

3.14 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.

3.15 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.

3.16 Attorneys 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.

3.17 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.

3.18 Counterparts. This Agreement may be executed in counterparts.

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

City of Hercules

**West Contra Costa Transportation
Advisory Committee**

David Biggs, City Manager

John Nemeth, Executive Director

Approved as to Form:

Approved as to Form:

Agency Counsel

Kristopher Kokotaylo, Legal Counsel

EXHIBIT A

SCOPE OF SERVICES

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: *Capitol Corridor Improvements*.
5. To use the STMP funds for *the construction of the Path To Transit Phase of the Regional Intermodal Transit Center in Hercules*.
6. To produce or complete the John Muir Parkway extension, Bayfront Bridge, and Bayfront Boulevard extension for the Capitol Corridor train station including street, curb and gutter, sidewalk, bridge, and appurtenant facilities including storm drain, detention facility, signing and striping, streetlights, joint trench, landscaping, and environmental mitigation.
7. To complete the over-all project based on the following initial schedule the schedule for the project – *the project is currently under construction and scheduled to be completed by March 15, 2017*.
8. To complete the STMP-funded portion of the project based on the estimated completion date of *March 15, 2017*.

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TO: WCCTAC Board

DATE: May 27, 2016

FR: John Nemeth, Executive Director

RE: **AC Transit and WestCAT's FY17 Claims for Measure J Program 19b *Additional Bus Service Enhancements***

REQUESTED ACTION

Measure J Program 19b provides dedicated funding to AC Transit & WestCAT to enhance bus service in West County. AC Transit will use funds to maintain service on existing routes in west County. WestCAT will apply these funds towards expanding and developing new services in West County. Staff affirms that the conditions have been met by both operators for use of the funds to maintain existing services or expand services. Staff recommends Board approval of both claims.

BACKGROUND AND DISCUSSION

Measure J Program 19b, *Additional Bus Service Enhancements*, dedicates 2.2% of total annual sales tax revenues to AC Transit to enhance local bus service in West County. Due to a previous request for capital funds from WestCAT, they receive a slightly lower amount of 2.160% of the total annual sales tax revenues. The program supplements Program 14, *Countywide Bus Services Program*, which dedicates 5% of total annual sales tax revenues to bus operators throughout the county. Programming and allocations of funds to specific operators is handled by CCTA for Program 14 and by WCCTAC for Program 19b. The Board has approved a policy to apportion 80% of available funding to AC Transit and the remaining 20% to WestCAT.

The amount of available Program 19b funds in FY 16-17 are \$1,515,957 for AC Transit and \$344,536 for WestCAT for a total of \$1,860,492. As determined by WCCTAC, certain conditions beyond the control of the operators may warrant the use of Program 19b funds to maintain services that are eligible for funding under Program 14. Such circumstances could include, but are not limited to: declines in sales tax revenues used for transit operations or increases in insurance and fuel costs. WestCAT is requesting to use their funding to increase the frequency of services and reduce headways. AC Transit is preparing to use their funds to continue operations on existing routes serving West County.

Attachments:

- a. CCTA Program 19b chart
- b. AC Transit letter request with chart
- c. WestCAT letter request

PROGRAM: 19b - West County Additional Bus Services			FY 2016-17
Sales Tax Revenue Estimate			\$84,872,000
	%	Year	
Original Program Revenue Estimate	2.20%		\$1,867,184
Revised Program Revenue Estimate	2.160%		\$1,833,235
Previous Year Allocation Adjustment			see below
Available for Allocation (Programmed by WCCTAC)			\$1,833,235
Note: The revised program revenue percentage is based on WestCAT's "capitalization" of a portion of program funds in the 2009 Strategic plan. AC Transit's allocation is held harmless from this "capitalization" so its allocation is based on the original program percentage of 2.2%			

FY 2016-17			\$ 1,833,235	\$ 1,649,912	Allocation Adjustment from FY 2014-15	TOTAL ALLOCATION
Agency	Coop #	Percent of Program	100% Amount	90% Amount		
AC Transit	60.00.02	calc 1 below	\$ 1,493,747	\$ 1,344,372	\$ 22,210	\$ 1,515,957
WestCAT	60.00.04	calc 2 below	\$ 339,488	\$ 305,539	\$ 5,048	\$ 344,536
Total Allocation			\$ 1,833,235	\$ 1,649,912	\$ 27,257	\$ 1,860,492

Calc 1: AC Transit receives 80% of original program revenue (2.2%)

Calc 2: WestCAT receives remainder based on revised program revenue (2.16%)

Alameda-Contra Costa Transit District

May 13, 2016

Joanna Pallock
Project Manager
WCCTAC
6333 Potrero Avenue
El Cerrito, CA 94530

Re: Measure J 19b FY 2016-17 Funds Request

Dear Joanna,

AC Transit is requesting \$1,515,957 in FY 2016-17 Measure J Program 19b funds to support our existing services in Western Contra Costa County. The attached spreadsheet provides route specific-operating costs and revenues. Although operating revenues have stabilized we remain concerned that any fiscal challenges could render the lines vulnerable to service cuts. These lines provide service to almost 6.8 million riders annually, 70 percent of whom are low income. Additionally, these routes connect Communities of Concern with essential services including employment centers, retail establishments, schools, health care providers in Western Contra Costa County.

If you need additional information concerning this matter please contact me at 510-891-4855 or candrichak@actransit.org.

Sincerely,

Chris Andrichak
Manager, Capital Planning & Grants

AC Transit - Measure J Project 19b Analysis - FY 2016-17

Bus Lines	Total Platform Hours - Weekday	Hours in Contra Costa - Weekday	Total Platform Hours - Weekend	Hours in Contra Costa - Weekend	Avg Daily Ridership - Weekday	Avg Daily Ridership - Weekend (Sat/Sun)	Hourly Rate	Total Cost	Measure J Revenue	Lifeline Revenue
76	87.45	67.34	111.94	111.94	2,576	1446/1193	\$ 187.05	\$ 5,540,050	\$ -	\$ 760,347
70	45.20	45.20	44.38	44.38	1,041	522/406	\$ 187.05	\$ 3,068,619	\$ 1,694,987	
71	74.19	74.19	78.28	78.28	1,483	580/495	\$ 187.05	\$ 5,151,641		
376	30.40	28.39	58.4	58.4	262	255/228	\$ 187.05	\$ 2,572,758		
72/72M	262.51	136.77	498.92	252.45	8,265	6536/5411	\$ 187.05	\$ 11,782,787		\$ -
72R	181.01	84.89	-	-	6,298	-	\$ 187.05	\$ 4,001,600	\$ 1,348,668	\$ -
LA	37.79	37.79	-	-	471	-	\$ 187.05	\$ 1,781,292		\$ -
L /LC	47.77	41.99	-	-	701	-	\$ 187.05	\$ 1,979,258		\$ -

\$ 35,878,005	\$ 3,043,655	\$ 760,347
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Western Contra Costa
Transit Authority

May 8, 2016

Ms. Joanna Pallock, Project Manager
WCCTAC
6333 Potrero Avenue
El Cerrito, CA 94530

RE: Measure J Program 19b Funding

Dear Ms. Pallock,

WestCAT proposes to claim the entire FY16-17 allocation of \$344,536 in Program 19b funding to support the implementation of a new and expanded schedule of local services which will have the effect of improving timed transfer connections between WestCAT local and express routes at the Hercules Transit Center, and elsewhere along the San Pablo Avenue corridor. Program 19b funding will be combined with other newly appropriated funds from California's Cap and Trade program, to increase the frequency of service and to reduce headways on the local feeder bus routes throughout the WestCAT service area.

Please let me know if you need any additional detail about this funding proposal, or about the planned services.

Regards,

Charles Anderson
General Manager

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TO: WCCTAC Board

DATE: May 27, 2016

FR: Joanna Pallock, Program Manager

RE: **FY 17 Claims for Measure J Program 20b, Additional Transportation for Seniors and People with Disabilities**

REQUESTED ACTION

Approve Program 20b funds to West County paratransit operators for services to supplement those provided under the Measure J Countywide program (Program 15).

BACKGROUND AND DISCUSSION

Measure J Program 20b, *Additional Transportation for Seniors and People with Disabilities*, provides funding to the five West County paratransit operators (East Bay Paratransit Consortium (EBPC), El Cerrito, Richmond, San Pablo, and WestCAT) for services to supplement those provided under the Countywide Measure J Program 15. The programming and allocations of Program 15 funds is handled by CCTA, while WCCTAC approves Program 20b funds for West County operators.

Today, the Board is being asked to adopt all five 20b recipients' claims for FY 17 plus set aside \$23,202 for a possible West County study in FY 17. The grand total for the 20b allocation is FY 17 is \$559,870. The chart below identifies the specific allocation for FY 17 by operator. Also attached to this staff report are detailed claims for each operator receiving Measure J Program 20b funds.

OPERATOR	FY 17 20B ALLOCATION	SERVICE	TOTAL PROGRAM BUDGET
East Bay Paratransit Consortium (EBPC)	\$108,366	Enhance Auto Vehicle Locators on Vehicles; Create an Emergency Action Guide	\$38,542,624
WestCAT	\$81,869	Provide service for medical trips outside service area –	\$1,666,241
Richmond	\$234,834	Maintain existing service and pay off fund balance	\$1,150,000
San Pablo	\$71,528	Hire one or two part-time drivers. Free rides for senior volunteers	\$280,697
El Cerrito	\$40,072	Maintain existing service	\$138,683
Possible West County Study Funds	\$23,202	For future Board discussion	Estimated total study cost: TBD
TOTAL	\$559,870		

Measure J West County Additional Transportation for Seniors and People with Disabilities Program – Program 20

El Cerrito

Operators must submit this worksheet to their respective RTPC for approval of the proposed use and get authorization from their respective RTPCs approving the use of these funds for the designated purpose stated above.

FY 2016-17 Funding

\$ 40,072

Please indicate the proposed use of Program 20 funds:

El Cerrito Easy Ride Paratransit Service proposes to use the entire allocation through Measure J Program 20 to continue existing services - Monday thru Friday Paratransit Service, transportation to Nutrition Lunch Program, Weekly Excursions, Hiking and Birding trips. The funds would also enable us to purchase / lease a new vehicle. Easy Ride Paratransit Service will also continue to expand service beyond El Cerrito through our monthly transportation to Costco, Grocery Outlet, East & West Mall and Target. As the buses continue to age, repair expenses are expected to increase and more frequently. It would be difficult for us to offer our current level of service and our desire to expand without Program 20.

Measure J West County Additional Transportation for Seniors and People with Disabilities Program – Program 20 San Pablo

Operators must submit this worksheet to their respective RTPC for approval of the proposed use and get authorization from their respective RTPCs approving the use of these funds for the designated purpose stated above.

FY 2016-17 Funding

\$ 71,528

Please indicate the proposed use of Program 20 funds:

For FY 6-17, the City of San Pablo plans to spend Program 20 funds in the following ways:

1. Recruiting, hiring and training 1-2 PT Paratransit drivers to meet the needs of increased ridership in the last few years. If our current provisional driver obtains his Class B license successfully through our training and efforts, we plan on incorporating a Class B certification training program to aid with our driver recruitment challenges. With 2 additional PT Paratransit drivers, we would be able to provide a weekly service for El Sobrante residents and increase our ridership to 7,400 per year. Logistically and financially, we would not be able to serve all of El Sobrante area. Instead, we have identified the most populated areas of El Sobrante that would be incorporated into our area of service. We project service to be available on certain days rather than daily, starting with one day a week. We also estimate that 100 new participants will register for the service by end of FY 16-17, if implementation is possible.

2. Implementation of travel training program in collaboration with Center for Independent Living. The objective of this project is to 'train the trainer' so that the City can sustain the program on a regular basis after grant funding from 5310 has ceased. This project includes volunteer recruitment, staff admin and training time, and program costs. CIL Mobility Coordinator will train City staff and volunteers through hands on workshops and educations. City staff will recruit 3-5 travel training ambassadors, outreach to new and existing participants, organize with assistance from Mobility Coordinator at least 2 group and 4 individual travel trainings which will provide new transportation tools and skills to approximately 35 participants. CIL staff will complete project with creation of a travel training manual for the City to be used by newly trained City staff and travel training ambassador volunteers in the following fiscal year.

3. Purchasing new scheduling software and implementing the new system through a smooth transition. Although this expense has been identified as a capital need, we hope to find a software that can be purchased through our already allotted service and supplies budget. Currently, the City utilizes paper forms and excel programs to do all the scheduling and reporting. Since our ridership has increased and more than doubled since 2012 when only 150 riders were registered and served (currently at 521 riders, a 247% increase), it is more challenging to create schedules and driver rosters through simple Microsoft programs. The City is looking to go paperless through the use of smart technology. The purchase of new software will allow for cross training of staff. Currently only 2 employees are able to create schedules. We plan to train four staff and two volunteers in the software to ensure customer service. Smart technology in the form of tablets could also cut down on program costs allowing the drivers to have all they need in one device. For example, drivers could use tablet for pre-trip/post trip inspection and driver rosters. We estimate that smart technology would be an investment that would ultimately decrease our program costs.

4. Free ride program for San Pablo Senior Center volunteers. The City has started to offer free rides for senior center volunteers in 2014, but data was not collected until 2015. This past year, we have given 188 free rides to volunteers who are residents of San Pablo and project to end with 251 rides. We project a slight increase for next year, by 5%, totaling 264 rides.

Measure J West County Additional Transportation for Seniors and People with Disabilities Program – Program 20

East Bay Paratransit

Operators must submit this worksheet to their respective RTPC for approval of the proposed use and get authorization from their respective RTPCs approving the use of these funds for the designated purpose stated above.

FY 2016-17 Funding \$ 108,366

Please indicate the proposed use of Program 20 funds:

AC Transit Share of FY16/17 Program 20 funds is \$74,742. BART's share is \$33,584.

About 12.5% of East Bay Paratransit's service is to residents of Western Contra Costa County. The FY 16/17 budget for EBPC is \$38.5M and the estimate for total passengers in FY16/17 is 738,807 passengers; 12.5% of that amount would be 92,351 passengers from Western Contra Costa County at a cost of \$4.8M. Measure J's Program 20 program contribution of \$111K will fund about 2.3% of this \$4.8M. With the additional \$163K from Program 15, the total Measure J contribution is \$271K in FY 16/17.

Major activities in FY 16/17 that will benefit all riders:

East Bay Paratransit will continue in FY16/17 to provide ADA mandated service in compliance with Federal law. During the upcoming fiscal year, the following changes to the ADA program will be undertaken:

The use of credit cards to purchase EBPC fare tickets will be available to riders who want the convenience of buying tickets on-line.

Improved MDC/AVL (Mobile Data Computer/Automatic Vehicle Locator) units will be installed on EBPC vehicles. The software operating these new units is more compatible with EBPC's Scheduling software and will make IVR (Integrated Voice Response) features, such as calling when the vehicle is close to the pick-up location, more functional for riders.

An Emergency Action Guide, containing information about EBPC's action plan for emergencies, key phone numbers, and suggestions on personal preparedness will be distributed to inform rider's about EBPC's Emergency Plan and to encourage rider's to prepare themselves.

AC Transit and BART appreciate the opportunity to apply for Measure J Program 20 Funds.

Measure J West County Additional Transportation for Seniors and People with Disabilities Program – Program 20

Richmond

Operators must submit this worksheet to their respective RTPC for approval of the proposed use and get authorization from their respective RTPCs approving the use of these funds for the designated purpose stated above.

FY 2016-17 Funding

\$ 234,834

Please indicate the proposed use of Program 20 funds:

R-Transit is set up as a special revenue fund and not a part of the City of Richmond's general fund because the program receives grants and charges for services.

As part of a special revenue fund, our expenses are not 100% covered by the City's general fund. Each year the program seeks and applies for grant funds from various funding sources to support the program. The City of Richmond provides a match for funding opportunities.

The R-Transit program is expected to seek grant funds each year, however a general fund subsidy is provided at the end of each year to close the gap in grants and expenses. The program has a negative fund balance due to grants which were allocated in the past but never materialized, the creation and increase of the Cost Pool/ISF (Internal Service Fund), and personnel costs.

For the next several years, Measure 20b funds will help fund R-Transit's existing service and allow for leveraging funds for new grants and expanding service.

Measure J West County Additional Transportation for Seniors and People with Disabilities Program – Program 20

WestCAT

Operators must submit this worksheet to their respective RTPC for approval of the proposed use and get authorization from their respective RTPCs approving the use of these funds for the designated purpose stated above.

FY 2016-17 Funding

\$ 81,869

Please indicate the proposed use of Program 20 funds:

WCCTA intends to utilize this Program 20 funding to continue direct paratransit service outside our service area boundaries into Richmond and San Pablo (primarily for passengers traveling to dialysis, adult day programs, and other medical facilities).



TO: WCCTAC Board

DATE: May 20, 2016

FR: Leah Greenblat, Project Manager

RE: West Contra Costa High Capacity Transit Study:

- Summary of Recent Public Outreach;
 - Results of Technical Evaluation; and
 - Selection of Alternatives to Advance to Next Phase of Study
-

REQUESTED ACTION

Receive presentation and identify alternatives to advance to the next phase of the West County High Capacity Transit Study.

BACKGROUND AND DISCUSSION

When the West County High Capacity Transit Study began, the consultant team worked with WCCTAC to develop a set of seven goals and objectives to guide the development of this study. After reviewing past studies; evaluating the existing and planned transportation network and land use conditions; and analyzing the travel markets, eight preliminary alternatives were developed. A quick reference list and maps of each of the alternatives is included as Attachments 1 and 2.

Then the original goals and objectives were used to develop evaluation criteria for conducting a technical analysis of the eight preliminary alternatives. The results of applying these evaluation criteria to the preliminary alternatives is the technical analysis that is contained in Technical Memo 10: Preliminary Evaluation and Screening.

Technical Memo 10 and its appendices contain the supporting documentation of the analysis conducted on each of the eight preliminary alternatives. In this memo each alternative is evaluated based on over eighteen subject areas including travel time reliability, future and existing land uses, communities served, environmental impacts, congestion relief, and cost. Technical Memo 10 is available on the study's website at www.WestCountyTransitStudy.com under Project Documents.

WCCTAC and the consulting team have developed an overview document summarizing the opportunities and challenges identified in Technical Memo 10 including a summary of conclusions as well as the consultant team's recommendation on which of the preliminary alternatives to advance to the next phase of the study. This is included as Attachment 3.

The consultant team reviewed, presented and discussed earlier drafts of Technical Memo 10 with the Study Management Group and the WCCTAC TAC. These committees generally accepted the consultant's conclusions but requested summary documents and provided

guidance on how to present the technical information. The attachments to this staff report along with the consultant's presentation at the May meeting reflect the input these committees provided.

The approved scope of the West County High Capacity Transit Study now calls for the number of preliminary alternatives to be reduced to a smaller subset for further refinement and analysis, including ridership modeling. WCCTAC staff believes that based on the analysis conducted to date, there is now sufficient information available about each of the preliminary alternatives to narrow the field of alternatives. At this time, staff seeks guidance from the WCCTAC Board on which subset of the preliminary alternatives should be advanced.









Recognizing that available technical information alone is not the only input for a decision; staff is also providing the Board with a summary of the recent outreach efforts in April 2016 as Attachment 4. This report contains information on the first round of three public workshops and the online survey. The report and its appendix, which includes the responses to all of the survey questions, will be made available on the study's website. The online survey garnered over 185 responses and provides important insights into citizens' priorities. While the number of participants at the workshops was relatively low, the high quality and thoughtful discussion was quite valuable. At a later date, we plan to return to the Board with suggestions for how to improve upon the next round of public outreach.

Given the technical review, input from the public, and feedback from the Study Advisory Committee and TAC, WCCTAC staff is comfortable supporting the consultant's recommendations, which are included in both Technical Memo 10 and at the end of the Summary Table of Technical Memo 10 (Attachment 3).

Attachments

1. Description of Eight Preliminary Alternatives
2. Maps of Eight Preliminary Alternatives
3. Summary Table of Tech Memo 10 Opportunities and Challenges Evaluation
4. Public Outreach Summary Report April 2016 (Survey and Workshops)

Summary Description of Eight Preliminary Alternatives

ID No.	Alternative	
1		Express Bus Service on I-80
2		BRT on San Pablo Avenue/Macdonald Avenue
3		BRT on 23rd Street BRT
4		Commuter Rail on UPRR Corridor
5		Commuter Rail on UPRR-BNSF Corridor
6		BART Extension from Richmond to Hercules
7A		BART Extension from El Cerrito del Norte to Hercules
7B		BART DMU Extension from El Cerrito del Norte to Hercules

Alternative 1 – Express Bus Service

Alternative 1 proposes Express Bus Service on both the I-80 and the I-580 corridors, taking advantage of existing High Occupancy Vehicle (HOV) lanes and future managed lanes on I-80. On the I-80 corridor, express bus service would operate from the Hercules Transit Center in the north to Berkeley, Emeryville, and Oakland in Alameda County using HOV lanes. Major stops, with structured park-and-ride facilities, would be provided at the Hercules Transit Center, Richmond Parkway Transit Center near the Hilltop Mall, and at the San Pablo/Barrett Avenue interchange in West County. Service would connect to major transit destinations in Alameda County. This alternative would require major ramp construction at the Hercules and Richmond Parkway Transit Centers to access the park-and-ride facilities.

Alternative 2 – San Pablo Avenue/Macdonald Avenue BRT

The San Pablo Avenue/Macdonald Avenue BRT would connect to and expand on the BRT project proposed as part of the AC Transit Major Corridor Study and the Alameda Countywide Transit Plan. Those alternatives propose service from Jack London Square extending to the Richmond Parkway Transit Center. This alternative would provide service from the Hercules Transit Center in the north connecting to the Richmond Parkway Transit Center (the northern terminus of the AC Transit proposed BRT project).

Alternative 3 – 23rd Street BRT

This BRT alternative provides service from the proposed ferry terminal at Ford Point in Richmond to connect with the Richmond BART station and downtown Richmond and continuing north to the Hercules Transit Station.

Alternative 4 – UPRR Corridor Commuter Rail

This alternative would provide additional commuter rail service on the UPRR right-of-way between Martinez and the Richmond BART/Capitol Corridor/Amtrak Station, in addition to the existing Capitol Corridor service. Trains would operate within the gaps of the existing Capitol Corridor service. Because the Capitol Corridor is currently operating at its maximum negotiated capacity, a third track would be required between Martinez and Richmond to facilitate the introduction of this additional service.

Alternative 5 – UPRR – BNSF Corridor Commuter Rail

This alternative would provide commuter rail service on a small segment of UPRR right-of-way just north of the Richmond BART/Capitol Corridor/Amtrak Station and would then transition to the BNSF right-of-way continuing to Martinez. BNSF right-of-way currently has no passenger service operating on this segment and therefore would require new negotiated service agreements with the BNSF.

Alternative 6 – BART Extension from Richmond Station to Hercules

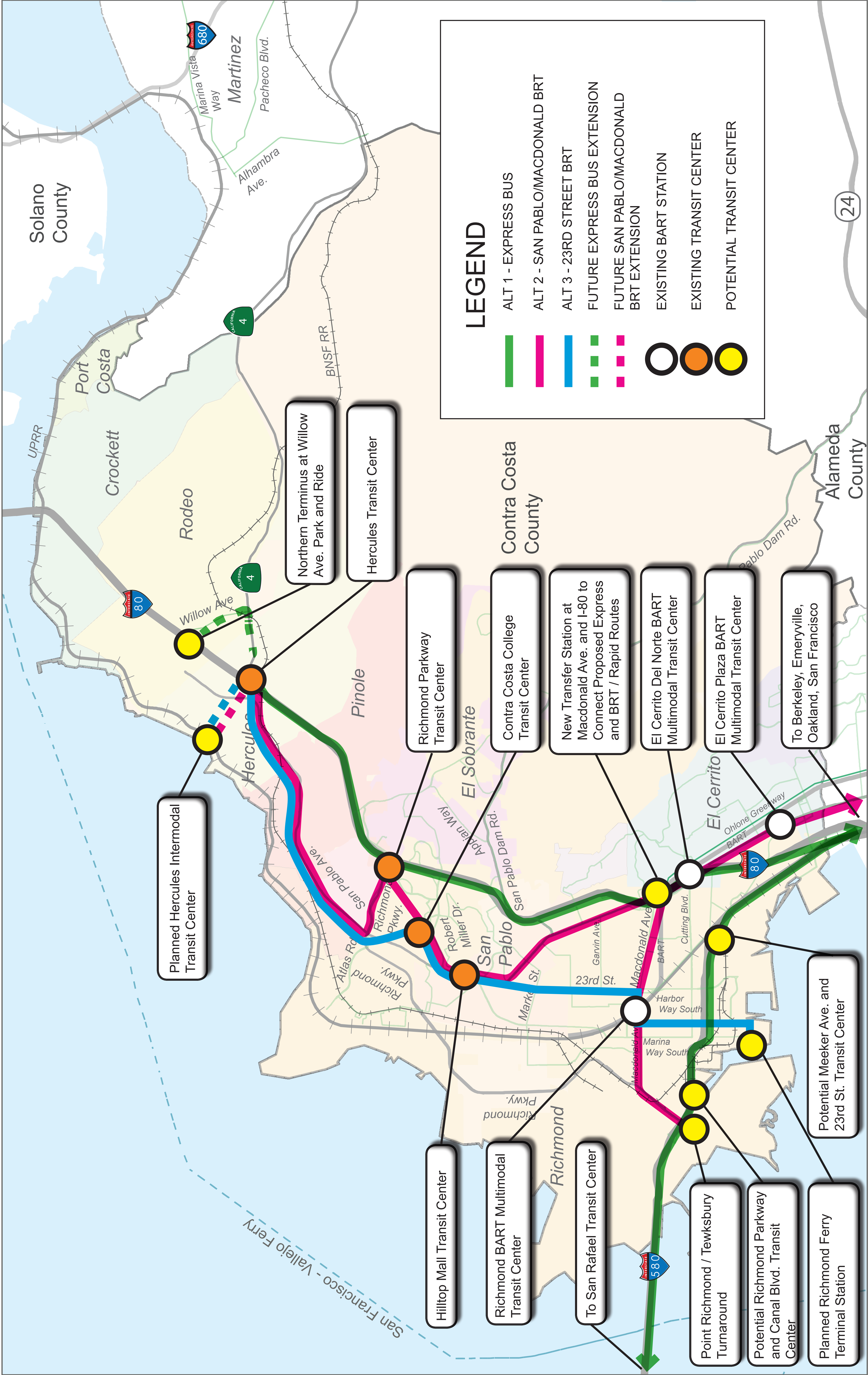
This alternative would extend BART service north from the Richmond BART maintenance yard to connect to the I-80 corridor and terminate at the Hercules Transit Center.

Alternative 7A– BART Extension from El Cerrito del Norte Station to Hercules

This alternative would proceed north from the El Cerrito del Norte BART Station following along the I-80 corridor to Hercules Transit Center. This alternative operates conventional BART technology

Alternative 7B– BART – DMU Extension from El Cerrito del Norte Station to Hercules

This alternative would proceed north from the El Cerrito del Norte BART Station following along the I-80 corridor to Hercules Transit Center. This alternative utilizes DMU service and requires a cross-platform transfer for BART passengers to transfer to the new track that the DMU service would operate on.



NOT TO SCALE

APRIL 2016



BUS ALTERNATIVES

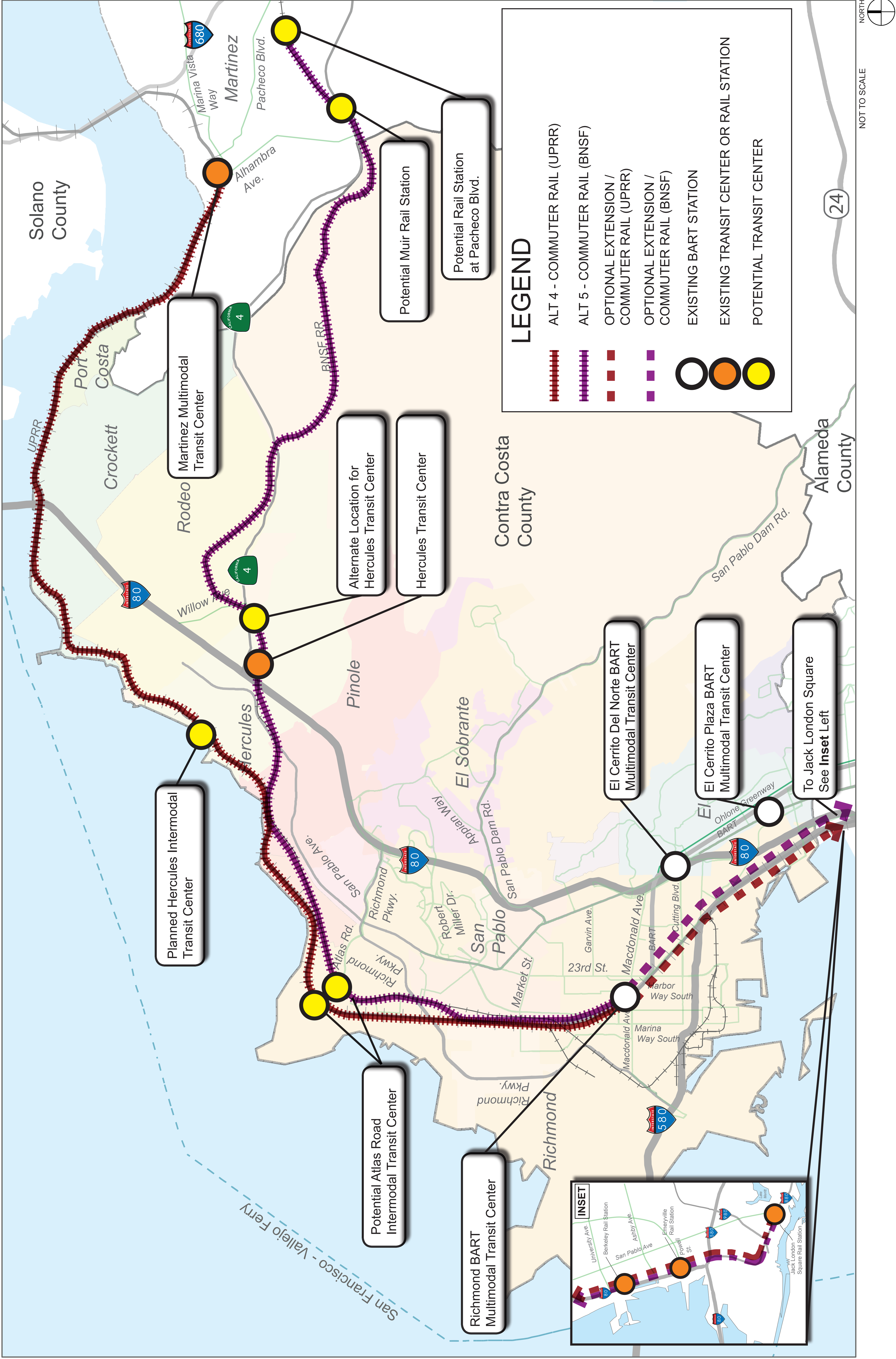
WEST COUNTY HIGH CAPACITY TRANSIT STUDY

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COMMUTER RAIL ALTERNATIVES

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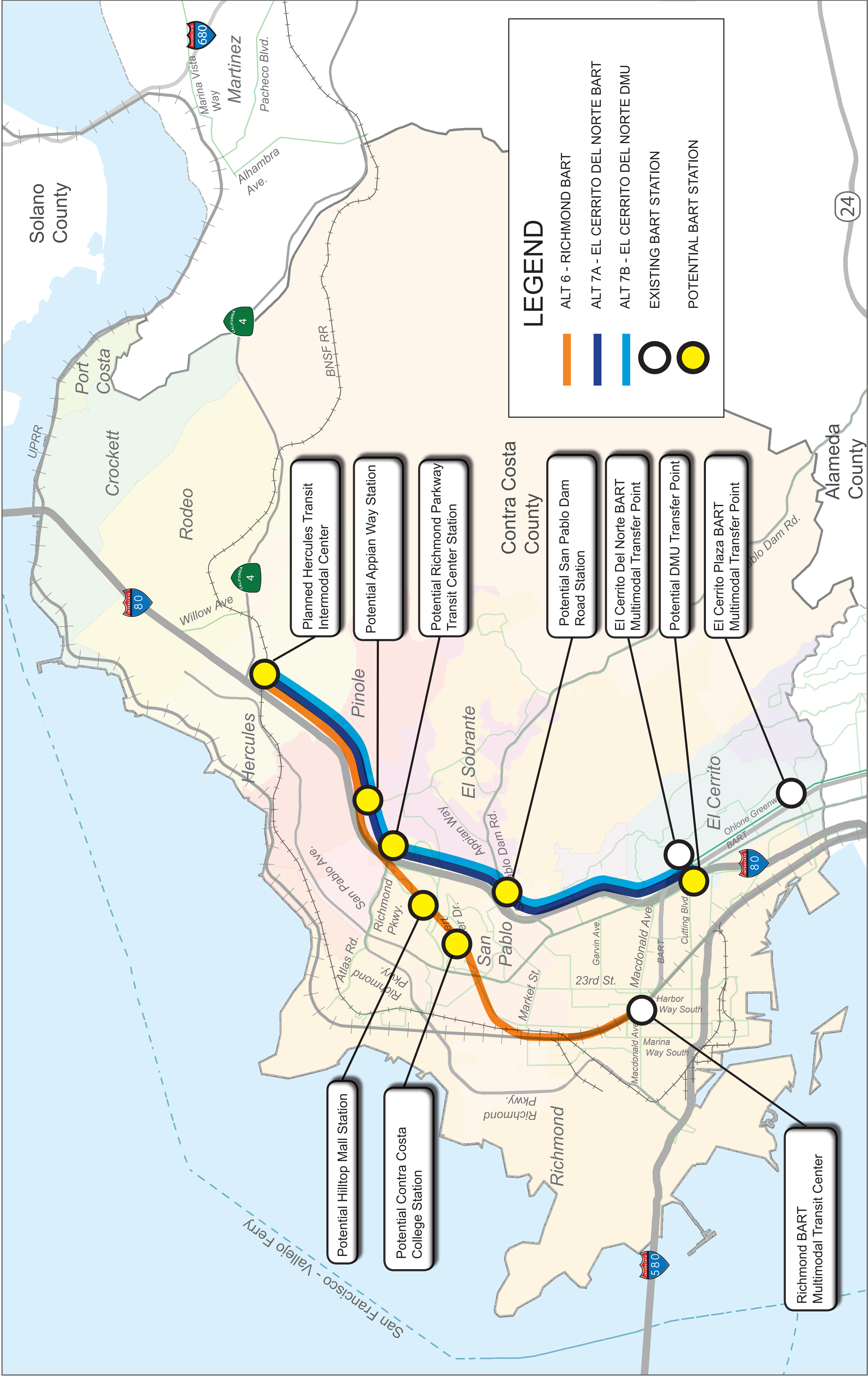


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BART ALTERNATIVES

WEST COUNTY HIGH CAPACITY TRANSIT STUDY

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Alternative	Opportunities	Challenges	Estimated Timeline ¹
BUS ALTERNATIVES			
Alternative 1: Express Bus Service on I-80 	<ul style="list-style-type: none"> • Current express bus service shows strong demand. • Potential untapped markets in the East Bay and increasing demand for San Francisco. • Direct service, without transfers, to major employment centers. • Takes advantage of HOV/HOT lanes along I-80. • High potential for intercepting through trips. • Least environmental impacts. • High potential for reduction in transportation energy use and greenhouse gas emissions. • Relatively low cost to implement. 	<ul style="list-style-type: none"> • Cost-effectiveness of structured versus surface parking facilities. • Limited points of access. • Capital costs associated with priority bus access to and from park-and-ride facilities and freeway. • Ensuring fast operation of express buses on congested freeways (if no HOV/HOT lanes). • Limited intermodal connectivity due to limited number of stops. 	<ul style="list-style-type: none"> • 1-3 years to add service to existing routes. • 3 years for operations to new East Bay destinations. • 10 years for full suite of proposed improvements: <ul style="list-style-type: none"> ○ 5-7 years for surface park-and-ride ○ 8-10 years for parking structure and interchange/ramp improvements
Alternative 2: BRT on San Pablo/MacDonald Avenues 	<ul style="list-style-type: none"> • Improves bus reliability for existing strong transit market on highly congested San Pablo Avenue. • Relatively low cost implementation. • BRT improvements tailored to meet local character and demand including a variety of possible improvements such as queue jumping, signal priority, improved loading, etc. 	<ul style="list-style-type: none"> • Constrained corridor width limits opportunities for exclusive lanes (e.g., lane reduction in downtown Richmond). • Bus-only lane would allow for the most effective concept but reduces auto and truck capacity. • Full BRT may require removal of curbside parking at stations and signalized intersections. 	<ul style="list-style-type: none"> • 5-15 years, depending on extent of bus-only lane improvements.




¹ Projects requiring Environmental Impact Statements/Environmental Impact Reports and federal funding will require longer timelines.

Alternative	Opportunities	Challenges	Estimated Timeline ¹
	<ul style="list-style-type: none"> • Optional bus-only lanes could reduce traffic conflicts between buses and autos. • Good service to West County transit markets and to potential markets in the East Bay. • Potential for coordinated improvements with Alameda County • High connectivity to regional travel centers. • High accessibility (pedestrian) to low-income populations and underserved travel markets. • High accessibility (pedestrian) to population and employment and to West County PDAs. • AC Transit has already identified this corridor, north to Richmond Parkway Transit Center, as a high priority BRT corridor. • BRT has been successfully implemented around the country, e.g., Eugene, Oregon; Cleveland, Ohio; and Los Angeles resulting in improved transit reliability and ridership. 	<ul style="list-style-type: none"> • Bike lanes along much of corridor may conflict with bus operations. • As corridor is served by both AC Transit and WestCAT, funding and delivery of service along the full length of the corridor would need to be negotiated between the two agencies. • Limited experience with benefits and impacts of BRT in the Bay Area. 	

Alternative	Opportunities	Challenges	Estimated Timeline ¹
<p>Alternative 3: BRT on 23rd Street</p> 	<ul style="list-style-type: none"> • Improves bus reliability for existing strong transit market on highly congested San Pablo Avenue and 23rd Street. • Relatively low cost to implement. • BRT improvements tailored to meet local character and demand including a variety of possible improvements such as queue jumping, signal priority, improved loading, etc. • Bus-only lanes reduce traffic conflicts between buses & autos. • Good service to West County transit markets. • High accessibility (pedestrian) to underserved travel markets. • High accessibility (pedestrian) to population and employment and to West County PDAs. • Opportunity to provide robust transit service to future ferry service in Richmond. • BRT has been successfully implemented around the country, e.g., Eugene, Oregon; Cleveland, Ohio; & L.A. resulting in improved transit reliability and ridership. 	<ul style="list-style-type: none"> • Constrained corridor width limits opportunities for exclusive lanes (e.g., lane reduction in downtown Richmond). • Bus-only lane would allow for the most effective concept but reduces auto and truck capacity. • Full BRT may require removal of curbside parking at stations and signalized intersections. • As corridor is served by both AC Transit and WestCAT, funding and delivery of service would need to be negotiated between the two agencies. • Limited experience with benefits and impacts of BRT in the Bay Area. 	<ul style="list-style-type: none"> • 5-15 years, depending on extent of bus-only lane improvements.

Alternative	Opportunities	Challenges	Estimated Timeline ¹
COMMUTER RAIL ALTERNATIVES			
<p>Alternative 4: Commuter Rail on UPRR Corridor</p> 	<p><i>Short-term:</i></p> <ul style="list-style-type: none"> • Use of existing rail right-of-way potentially more cost-effective. • Implementation of Hercules Intermodal Station already underway. • Use of subsidized commuter fares for West County residents may have the potential for short-term congestion relief and incentivize ridership. <p><i>Long-term:</i></p> <ul style="list-style-type: none"> • Quality connections to other transit operators. • High potential for intercepting through trips from the north. 	<ul style="list-style-type: none"> • Constrained capacity limits increasing freight and passenger rail on the corridor. • Service expansion and improvements in UP ROW would require renegotiated operating agreement with UPRR. • New service of limited value, if solely within Contra Costa. • Proximity to the Bay could require corridor improvements to protect track from inundation. • Curves along shoreline limit travel speeds. • Adding third main track along existing corridor would require: <ul style="list-style-type: none"> ○ Addressing environmental issues such as wetland mitigation ○ ROW widening in Emeryville/Oakland • Long-term service plans in this railroad corridor may require grade-separated tracks at Jack London Square for freight and pedestrians (not costed). 	<ul style="list-style-type: none"> • 3-20 years, depending on extent of improvements. <ul style="list-style-type: none"> ○ 1-5 years for fare subsidies for West County commuters ○ 3-5 years for providing access to Capital Corridor service in Hercules ○ 10 years for acquiring rolling stock, simple stations, new passing sidings, and crossovers for operations within Contra Costa County. ○ 15-20 years for infrastructure improvements to Jack London Square as corridor requires new track and other improvements.

Alternative	Opportunities	Challenges	Estimated Timeline ¹
<p>Alternative 5: Commuter Rail on UPRR-BNSF Corridor</p> 	<ul style="list-style-type: none"> • Potential for long-term investment. • Fewer curves to limit speed of operations. • Alignment being considered by Capitol Corridor JPA in long-term planning. 	<ul style="list-style-type: none"> • Accommodating both increasing freight and passenger rail demand on a constrained corridor. • Additional service and improvements in UP and BNSF ROWs would require renegotiated operating agreement with UPRR and a new agreement with BNSF. • Would require contractual agreement between UPRR and BNSF. • Adding third main track would require ROW widening in Emeryville/Oakland. • Long-term service plans in this railroad corridor may require grade-separated tracks at Jack London Square for freight and pedestrians (not costed). 	<ul style="list-style-type: none"> • 10-20 years, depending on extent of improvements. <ul style="list-style-type: none"> ◦ 10-15 years for planning, engineering, acquire rolling stock, simple stations, passing sidings, and crossovers for operations to Richmond BART only. ◦ 15-20 years to Jack London Square as alignment requires new track.

Alternative	Opportunities	Challenges	Estimated Timeline ¹
BART ALTERNATIVES			
Alternative 6: BART Extension from Richmond Station to Hercules 	<ul style="list-style-type: none"> BART has the greatest potential for regional connections. Highest potential for capturing new riders and delivering them quickly to key destinations. Highest travel time reliability. High quality of transit connections. High potential for intercepting trips and providing congestion relief. High potential for reduction in transportation energy use and greenhouse gas emissions. BART enjoys a high level of public support. Lower capital costs than Alt. #7 	<ul style="list-style-type: none"> Steep grades within I-80 corridor require combination of structures and tunnels. Constrained capacity for BART to absorb additional ridership, particularly in transbay corridor and downtown and West Oakland. Potential for takings or potential impacts to existing land uses in Richmond and San Pablo. Expansion of Richmond maintenance facility may be required. Very high cost to implement. Travel route 0.5 miles longer than Alt. # 7 Moderately longer travel time 	<ul style="list-style-type: none"> 20-25 years
Alternative 7: BART Extension from El Cerrito del Norte Station to Hercules – Conventional BART technology (7A) or DMU technology (7B)  	<ul style="list-style-type: none"> BART has the greatest potential for regional connections. Highest potential for capturing new riders and delivering them quickly to key destinations. Highest travel time reliability. High quality of transit connections. High potential for intercepting trips and providing congestion relief (7A). 	<ul style="list-style-type: none"> Steep grades within I-80 corridor require combination of structures and tunnels. Unstable soils (landslide rubble) identified at I-80 near San Pablo Dam Road. Constrained capacity for BART to absorb additional ridership, particularly in heavily constrained transbay corridor 	<ul style="list-style-type: none"> 20-25 years

Alternative	Opportunities	Challenges	Estimated Timeline ¹
	<ul style="list-style-type: none"> • High potential for reduction in transportation energy use and greenhouse gas emissions. • BART enjoys a high level of public support. • Travel route 0.5 miles shorter than Alt. #6 • Moderately shorter travel time than Alt. #6. (Time savings dependent on station count.) 	<p>and for trains serving downtown and West Oakland.</p> <ul style="list-style-type: none"> • Very high cost to implement. • Expansion of Richmond maintenance facility may be required. • Requires a wye that would result in splitting service north of El Cerrito del Norte and would result in a lower level of service for both lines. • Potential reduction in service to Richmond BART station may require a Civil Rights Act Title 6 analysis. • DMU service would require transfers and timing coordination (7B only). • DMU service would require lead tracks to and new service area at the Richmond maintenance facility due to different track gauge (7B only). • DMU service would not offer major capital costs savings given the need for aerial structures and tunnels (7B only). 	

SUMMARY OF RATINGS

In comparing the eight alternatives against the goals and objectives for the project, the bus and BART alternatives had the highest levels of performance, though each alternative performs well in some areas. The bus alternatives are cost competitive and they capture the greatest number of potential passengers within a half mile of the stations or stops, serve the greatest number of low income riders, provide the highest level of service to the West County PDAs, and provide good connections to other transit providers and destinations. Because the San Pablo/ Macdonald Avenue BRT Alternative (Alt. 2) is longer than the 23rd Street BRT Alternative (Alt. 3), it scores better in some circumstances, including regional transit centers served, service to low income areas, and availability and type of developable land. The Express Bus Alternative (Alt. 1) is a better option for providing an alternative to travel in single occupant autos on the freeway and would more quickly deliver patrons to their desired destination. While the BRT alternatives (Alternatives 2 and 3), can be implemented relatively quickly, they do not have as high of potential for capturing riders from the I-80 or I-580 corridors and would likely not realize as great of benefits in terms of reducing VMT as the other alternatives would as trips tend to be shorter for these type of services.

For larger and longer term investment, the BART alternatives (Alternatives 6 and 7) score higher than the commuter rail alternatives (Alternatives 4 and 5), despite their high costs. The BART alternatives outperform the commuter rail alternatives in almost every category except for environmental impacts and costs. The BART and commuter rail alternatives are fairly comparable with respect to environmental impacts, with the exception of avoidance of low-lying areas, as the commuter rail alternatives follow the shoreline (this is particularly true for Alternative 4). The costs for the BART alternatives would be substantially higher than those for commuter rail. However, there are still considerable unknown costs for the commuter rail alternatives, including the grade-separation and additional right of way costs in Oakland, possible cost or timing of sea level rise mitigations, and costs associated with UPRR and BNSF negotiations for establishing additional services.

Between the BART alternatives 6 and 7, the BART Extension from Richmond Station to Hercules Alternative (Alt. 6) performs either the same or higher than the BART Extension from El Cerrito del Norte Station to Hercules Alternative (Alt. 7) for all evaluation criteria except for the availability and type of developable land served by transit. Alternative 7 performs higher in this category since there are approximately 110 potentially developable parcels within a half mile of the stations in this alternative (as compared to 70 parcels in Alternative 6). The primary difference in performance between Alternatives 7A (conventional BART technology) and 7B (DMU technology) lies in air quality and GHG impacts and transportation energy use. The use of DMUs would somewhat reduce air quality and GHG benefits and increase transportation energy use due to new engine emissions and the use of new diesel engines. The DMU options would also require a transfer for patrons at the El Cerrito del Norte Station. Conventional BART technology is however more expensive; the use of BART technology for Alternative 7A extension is estimated to cost \$295.6 million (in 2015 dollars) more than the DMU technology for Alternative 7B.

The initial screening process has focused on how the fully implemented alternatives would perform against the adopted goals and objectives for the study. As part of the analysis, it became clear that alternatives also have potential for achieving positive results with incremental improvements. In particular, the bus and commuter rail options have potential for realizing short and medium-term benefits with incremental improvements. For example the Express Bus Alternative 1 could benefit from the initial introduction of new bus service to Alameda County in the short-term and could be built-up as capital investments are made to support these services over time. The UPRR Commuter Rail Alternative 4 also provides opportunities for short and medium-term improvements. A fare subsidy for West County transit patrons using the Capitol Corridor service could potentially be implemented in the short-term and the completion of the Hercules Intermodal Transit Center, which could provide commuter rail access to the northern part of West Contra Costa County as well as for commuters who may access it from I-80, could provide medium-term benefits.

RECOMMENDATIONS FOR STEP 2 EVALUATION

Based on the Step 1 evaluation results, and in order to provide a range of options, five alternatives are recommended for Step 2 refinement and further evaluation.

It is recommended that all of the bus alternatives, Alternatives 1, 2, and 3 be carried forward. The bus alternatives are lower cost and have the potential for implementation in a shorter time frame than any of the rail alternatives. In particular, Alternative 1, the Express Bus Alternative, which is an expansion of already successful express bus programs, has the greatest potential for short-term implementation should funding become available.

We are also recommending that Alternative 6, the BART extension from Richmond Station, also be carried forward. BART, despite its expense, looks like it has the greatest long-term potential for connectivity, serving potential transit markets, and congestion relief than commuter rail. Alternative 6 is also supported by BART staff and City of Richmond Policy and does not conflict with Title VI requirements.

It is also recommended that short to medium term investments to improve access in the UP Corridor be further explored. Subsidized fares for West County residents to ease the financial burden of using Capitol Corridor service and additional options for opening up service at the planned Hercules Intermodal Station may offer viable short or medium-term solutions.

West County High-Capacity Transit Study
Community Workshops
April 2016

Public Outreach Summary Report



Introduction

From April 12-14, 2016, the West County High-Capacity Transit Study project team facilitated the first of two rounds of Community Workshops along the I-80 corridor to solicit community feedback related to a set of proposed high-capacity transit options to help alleviate congestion in West Contra Costa County. An online survey was also made available to gather input from a broad cross section of current and potential high-capacity transit users. The project team specifically sought input to inform which of the eight preliminary alternatives would be selected for further study as preferred alternatives. As the public was informed, there is no right or wrong answer, and the solution may be a suite of alternatives for the near and longer term.



Attendees at the Pinole Community Workshop

Workshop Dates

Workshop Location	Workshop Date/Time	Estimated Attendees
San Pablo City Council Chambers 13831 San Pablo Avenue, San Pablo	Tuesday, April 12, 2016 6:30 p.m. to 8:30 p.m.	21
Pinole City Council Chambers 2131 Pear Street, Pinole	Wednesday, April 13, 2016 6:30 p.m. to 8:30 p.m.	21
Richmond City Council Chambers 440 Civic Center Plaza, Richmond	Thursday, April 14, 2016 6:30 p.m. to 8:30 p.m.	20

Workshop Format

The Community Workshops utilized a combined open house and presentation format, with handouts (Study fact sheets, comment cards) and informative, interactive exhibit displays at different stations. During the open house, attendees were invited to view the exhibits, discuss alternatives in detail with Study team members, participate in a survey, and indicate their preferences for one or multiple of the four preliminary preferred alternatives in a “dollar investment” game. A formal presentation and a Q&A session provided attendees the platform to ask questions and comment on the proposed alternatives and were followed by a second open house interval. Spanish and Cantonese interpretation services were available. Refreshments were provided, and attendees also had a chance to win five pre-loaded Clipper cards at each workshop by submitting a written comment.

The following informational materials were provided at the Community Workshops:

- **Handouts:** The meeting agenda; comment form; project fact sheet in English, Spanish, and Traditional Chinese; and a survey in English, Spanish, and Traditional Chinese
- **Exhibit boards:** Exhibit boards showing an overview of the Study, trivia about the Study corridor, details about the proposed alternatives, and corresponding budgets
- **Presentation:** A PowerPoint presentation, delivered by WSP | Parsons Brinckerhoff, providing an overview of the Study, a summary of West County residents’ origins and destinations, future transit markets, and the eight preliminary alternatives

The presentation was made available for download on the Study website (www.WestCountyTransitStudy.com) after the workshops.



Attendees at the San Pablo Community Workshop

Comments

At the community meeting, there were multiple ways attendees could provide comments and express their interests:

- Comment forms
- Filling out a speaker card and expressing their comments verbally
- Completing paper or online versions of a survey
- “Investing” in a preferred alternative(s) using play \$1 bills

Key Themes

In general, although the team noted a wide range of issues and concerns at the Community Workshops, there were several key themes that consistently emerged through verbal and written comments.

Commuter Rail

- Concerns about interaction between passenger and freight rail – service capacity and impacts from potential accidents. (2)
- Preference for commuter rail alternative(s) to relieve road and freeway congestion. (2)

Bus Rapid Transit/Express Bus

- Concerns about hours of operation and extended hours, including on Line 74. (2)
- Requests for more frequent bus service, including in Rodeo and Hercules. (2)
- Requests for bus services at proposed Appian Way Station, at El Sobrante via San Pablo Dam Road, and from Pinole/San Pablo border to Richmond and the rest of the region. (4)
- Concerns about number/location of stops on BRT/Express Bus alternatives. (2)
- Concerns about total travel time and question about whether bus will travel in a dedicated lane on San Pablo Avenue. (2)
- Preference expressed for BRT/Express Bus alternatives, at least in the short term, with one commenter noting that buses are cost-effective and easier to tweak. (4)

BART

- Preference expressed for BART alternative as a connection to the rest of the Bay Area, including Silicon Valley. Comment that more BART stations can provide greater access to economic

growth and jobs beyond Oakland and San Francisco. Request for BART service at Contra Costa College, at Hilltop Mall, and in less dense areas. (10)

- Questions and concerns about funding sources, particularly for BART alternative via a potential tax increase, and question about whether such a tax would be exclusive to West County residents. (4)
- Question about whether Study examined a BART alignment along rail corridors to Rumrill Boulevard and Richmond Parkway. (1)
- Concerns about ridership capacity on BART, including existing core capacity issues, as well as maximizing capacity via feeder service, including from Richmond via shuttle vans. (3)



Attendees at the Richmond Community Workshop

Administration and Transit Customer Service

- Requests for a single transit pass and/or free transfers across all systems, including parking, and/or a flat fare for BART. (3)
- Concerns that public transportation is not as reliable as driving. (2)
- Concern about safety at stations and stops. (1)
- Question about availability of real-time BART headway information for passengers. (1)

Parking, Local Issues, and Other

- Request for more bus service within San Pablo. (1)

- Request for more parking capacity at Hercules Transit Center. (1)
- Request that BART alternative does not build additional parking. (1)
- Concern about traffic light on Richmond Parkway at Lakeside needlessly turning red. (1)
- Concern about impacts to property and property taxes. (1)
- Question about I-80 SMART Corridor Project’s status and long-term impact on transit. (1)

High-Capacity Transit Study

- Questions about Study’s evaluation criteria and whether criteria included: benefits to an individual commuter’s trip times; congestion relief; mobility; land use; or economic development and increasing the attractiveness of the region for employers. (2)
- Concern that West Contra Costa is cut off from the rest of the county, and request for Study to consider transportation between West County and Central/East County. (3)
- Concern about prioritization of transit improvements and consideration of upcoming development plans such as University of California, Berkeley and LBNL’s Global Lab in Richmond Bay and Richmond’s projected 15-20,000 new housing units over the next 20 years. (2)
- Request for ridership studies. (1)
- Request for outreach to residents via utility bill advertisement. (1)

Results of “Dollar Investment” Game

During the workshops, participants had the opportunity to receive four play \$1 bills and distribute them among buckets representing the four preferred alternatives, to “invest” in for their favorite(s). The results of the game were as follows:

	Express Bus	Bus Rapid Transit	Commuter Rail	BART
San Pablo	\$11.00	\$11.00	\$2.00	\$12.00
Pinole	\$13.00	\$5.00	\$10.00	\$10.00
Richmond	\$11.00	\$5.00	\$6.00	\$11.00
TOTAL	\$35.00	\$21.00	\$18.00	\$33.00



Buckets for “dollar investment” game

Survey Results

The project team developed a survey to obtain an understanding of existing trip patterns and demographic and information on current transportation challenges from existing and potential future transit users in West County, including those who might not be able to attend the Community Workshops.

In addition to providing paper copies of the survey at the workshops in English, Spanish, and Traditional Chinese, the project team posted an online version of the survey to SurveyMonkey, also multi-lingual, and made it available on the Study website from April 5, 2016, to April 29, 2016.

During this time, 184 responses were captured from the combination of the paper and online survey. Of these, 27 were paper responses, and 157 were online responses. One Chinese survey was returned.



An attendee fills out a survey at the San Pablo workshop

Below is a snapshot of survey participants' most frequently reported answers.

Your Typical Travel

1. Where do you live?
 - Richmond
 - Other – El Sobrante
 - Pinole
2. How do you typically travel to work or school? (Check all that apply.)
 - Drive alone in a private vehicle (for example, car or motorcycle)
 - BART
 - Bus / Express bus
3. Where does your trip to work or school usually START?
 - Richmond
 - Other – El Sobrante, N/A (retired)
 - Pinole
4. Where does your trip to work or school usually END?
 - Other – N/A (retired), San Francisco, Oakland
 - Downtown San Francisco
 - Downtown Berkeley/Downtown Oakland/Richmond

5. When traveling outside West County (the towns between Crockett and El Cerrito), what areas do you most frequently visit? (Check all that apply.)
 - Albany/Berkeley
 - Oakland
 - San Francisco
6. What is the one place (city or location) that you travel to the most?
 - Berkeley
 - San Francisco
 - Oakland
7. What are your biggest challenges in using public transit to get to or from the place in Question #6? Indicate your top THREE challenges. (Mark a 1 by your biggest challenge, a 2 by your next biggest challenge, etc.)
 - Transit takes too long
 - Nearest transit station/stop is too far to walk/bike to
 - Transit doesn't come often enough
8. Do you have any other suggestions for improving your commute in West County?
 - Extend BART
 - Restore the bus from El Sobrante to Orinda BART
 - More frequent bus trips, especially during commute hours

Possible Transit Improvements

9. Express Buses usually operate on the freeway and on a faster schedule by not making as many stops as other bus services. Would you consider taking an Express Bus if it STARTED in (check all that apply):
 - Other – N/A or would not prefer this option, El Sobrante, San Pablo Dam Road
 - San Francisco Transbay Transit Center
 - El Cerrito del Norte BART
10. Would you consider taking an Express Bus if it ENDED in (check all that apply):
 - Other – N/A or would not prefer this option
 - Downtown Pinole
 - Richmond Parkway Transit Center
11. Bus Rapid Transit (BRT) is a type of specialized service that helps buses operate faster and more reliably. It has been called “rail on tires” and can use a combination of traffic signal priority for transit, off-board ticketing, state-of-the-art buses, bus-only lanes in select locations, and stations

with high-quality amenities to provide a rail-like experience on surface streets. If these types of improvements were implemented, how likely would you be to take a BRT bus to work or school?

- Weighted average: 3.21 / 5

12. If it meant we could make street improvements that would reduce overall bus travel time and improve reliability, how likely would you be to support moving some on-street parking spaces to off-street locations?

- Weighted average: 3.57 / 5

13. If a new Capitol Corridor/Amtrak station were constructed at the foot of John Muir Parkway in Hercules, how likely would you be to commute on a Capitol Corridor/Amtrak train from this new station to existing Amtrak stations in Richmond, Berkeley, Emeryville, or Jack London Square?

- Weighted average: 2.63 / 5

14. If BART were extended north to Hercules, where would you prefer stations be located? (Check your top two choices.)

- Hercules Transit Center
- At Appian Way and I-80
- Hilltop Mall

Survey Demographic Information

Survey participants were also asked for some optional demographic and contact information. The majority of survey respondents who chose to answer these questions were between the ages of 35-64, white (not Hispanic/Latino), and earning moderate to high incomes (\$50,000 to \$150,000 or more). Survey participants most popularly indicated that they had heard of the survey through social media outlets, such as Facebook and NextDoor.

Notification Methods

Partner Agency Communications

The project team worked with member agencies and partners to develop compelling messages and utilize their existing communication channels to ensure broad public notification. As part of the public outreach effort, social media, newspaper, and online advertising were used to increase awareness of the workshops, Study process, and purpose of the survey. The project team developed tailored notification materials for the most popular channels of communication among the Study partners (email, social media, flyer, local TV) to make it as easy as possible for partners to assist with publicizing the community workshops and online survey.

Study partners who assisted with distributing communications included:

- City of Richmond City Manager's Weekly Report
- City of Richmond Environmental & Health Initiative newsletter
- Mayor Tom Butt's newsletter/e-forum
- Contra Costa Transportation Authority newsletter
- 511 Contra Costa Twitter
- City of El Cerrito Public Works Newsflash
- City of El Cerrito Green Happenings newsletter
- BART Director Zakhary Mallett's newsletter
- BART Digital System Signage at Richmond, El Cerrito, and El Cerrito del Norte Stations

Press Release

In addition to the notifications disseminated by Study partners, a press release was developed and distributed to media outlets, including West County-focused online and print outlets.

Newspaper and Online Advertising

Newspaper and online advertising were developed for circulation in the print and online versions of the *East Bay Times* (formerly *Contra Costa Times*). The online advertisement included 105,000 banner ad impressions, and an email advertisement was also sent to 8,000 *East Bay Times* subscribers in the Study area as part of the advertising package.

The notification materials from the Community Workshops are available as part of the appendix to this report.

Press Coverage

The list of news media that publicized or covered the Community Workshops includes the following:

- KRON: <http://kron4.com/2016/04/12/video-bart-board-member-calls-for-more-service-around-the-bay-area/>
- *East Bay Times*: http://www.eastbaytimes.com/news/ci_29772812/transit-study-seeks-alternatives-to-congested-interstate-80-commute
- KCBS: <http://sanfrancisco.cbslocal.com/2016/04/13/gridlock-planners-look-to-ease-traffic-along-east-bays-i-80-corridor/>
- *Richmond Standard*: <http://richmondstandard.com/2016/04/30599/>
- KCRT-TV
- Streetsblog SF: <http://sf.streetsblog.org/2016/04/11/this-week-west-contra-costa-transit-walk-roll-to-school-market-st-hub-2/>

Appendix

The following materials are included as an appendix to this public outreach summary report.

- I. Fact Sheet
- II. Notification Content
- III. Survey
- IV. Survey Summary Report



TO: WCCTAC Board

DATE: May 27, 2016

FR: John Nemeth, Executive Director

RE: Draft Fiscal Year 2017 Work Program, Budget, and Dues

REQUESTED ACTION

Staff recommends review and approval of the Draft Fiscal Year 2017 work program, budget and dues documents for circulation and review by member agencies. Staff will bring the final budget to the Board for adoption at the June 24, 2016 meeting.

Fiscal Year 2016 Accomplishments

WCCTAC had a number of successes in Fiscal Year 2016, with some key highlights as follows:

- Guided West Contra Costa through the development of a countywide Transportation Expenditure Plan (TEP) for a potential Fall 2016 transportation sales tax measure;
- Managed the West County High Capacity Transit Study, including coordinating with the consultant team, Study Management Group, WCCTAC TAC, and Board. Held a telephone town hall, three workshops, and an online survey to engage the public;
- Continued to support and participate on the TAC for the I-80 SMART Corridors (ICM) project as it gears up for a summer of 2016 phased activation;
- Considered STMP requests and decided to disburse \$1,827,000 in STMP Program funds.
- Began the bike rack installation project, through the TDM program, along San Pablo Avenue. Installed 12 bike racks and two bike lockers in West County;
- Initiated a guaranteed ride home program for Contra Costa College students and continued the “pass 2 class” student ticket program with WestCAT;
- Continued efforts to enhance mobility management in West County through the West County Mobility Management Group and the Regional Mobility Management Group;
- Participated in the following efforts, often as part of a Technical Advisory Committee:
 - Rumrill Blvd. and 13th Street Complete Streets Study,
 - San Pablo Avenue from Rodeo to Crockett Complete Streets Study,
 - Contra Costa Adapting to Rising Tides Task Force,
 - Managed Lanes Implementation Plan process (MLIP) at MTC,
 - AC Transit Major Corridors Study,
 - CCTA Express Bus Study

Fiscal Year 2017 Work Program

The proposed work program was developed with input from the WCCTAC Technical Advisory Committee (TAC). The full draft of the work program is included as Attachment A. In Fiscal Year 2017, some key initiatives will include:

- Providing any needed support in the Transportation Expenditure Plan (TEP) process;
- Completing the West County High Capacity Transit Study, including a second round of outreach and the development of a final package of alternatives;
- Pursuing the advancement and implementation of any Board-approved recommendations from the West County High Capacity Transit Study;
- Launching and completing a new STMP Nexus Study and Strategic Plan, and continuing improvements to STMP administration and tracking;
- Managing issues that arise from the start-up of the I-80 ICM Project;
- Proposing a Needs Assessment Study for paratransit in West County;
- Participating in a countywide Mobility Management Strategic Plan process led by CCTA;
- Participating in a countywide TDM Strategic Plan process led by CCTA;
- Coordinating the allocation of TLC, PBTF and OBAG-2 grant funds for projects in West County;
- Updating WCCTAC's personnel manual, and using accounting assistance for audits, financial reporting, TDM billing, and STMP tracking.

Budget Background

The budget for WCCTAC is divided into four distinct funds. The proposed draft budgets for each of these funds, as well as an overall summary budget, are included in Attachment B:

- General Operations - funded mainly by member agency dues,
- TDM - funded by CMAQ, TFCA, and Measure J funds,
- STMP - funded by development fees, and
- Other Reimbursable (Special Projects) - funded by grants or other special sources.

Review of Current Fiscal Year 2016 Budget

WCCTAC is projected to be about 1% under budget in the General Operations fund for the current Fiscal Year 2016. Staff spent more than expected in the overhaul of the agency website, which began in Fiscal Year 2015 but carried over into the current fiscal year. Given that there were two special meetings this year, WCCTAC also spent more than expected on attorney services. At the same time, staff did not use most of the \$10,000 contingency fund. In total, the variations in accounts resulted in the expenditures being in line with the budget.

In the TDM fund, WCCTAC is expected to spend about 20% less than the budgeted amount. This was partly due to a delay in hiring contracted staff and partly due to lower than expected program expenditures. WCCTAC will roll unspent TDM grant funds from Fiscal Year 2016 into the upcoming Fiscal Year 2017.

In the STMP fund, WCCTAC received nearly \$1,000,000 in revenue in the current fiscal year, which was close to the budget forecast. The Board recently approval an allocation for three projects which will likely be disbursed at the beginning of the next fiscal year.

In the Other Reimbursable (Special Projects) fund, WCCTAC will have spent the majority of funds for the West County High Capacity Transit Study, with the balance of funds to be spent in the upcoming fiscal year. WCCTAC also passed through Measure J funding to the West Contra Costa Unified School District for Student Bus Program administration.

Draft Fiscal Year 2017 Budget

The proposed budget for WCCTAC General Operations in Fiscal Year 2017 is 1.2% higher than Fiscal Year 2016. It includes a cost-of-living adjustment of 3.0% and the potential for merit-based salary increases. To reduce expenses, staff proposes to use of some Measure J program funds in the 20b and 21b categories to cover a small portion of administrative costs. This is a common practice with other RTPCs, and has been discussed with CCTA staff. WCCTAC will also use some funds in the STMP program for administration, as is allowed under the ordinance.

WCCTAC has a General Fund Reserve Policy for the WCCTAC General Operations fund which establishes a “below the line” reserve of \$140,000. After several years of revenues exceeding expenses, WCCTAC General Operations had accumulated a large fund balance of \$462,192 by Fiscal Year 2013. Dues reductions between Fiscal Years 2013-2016 have brought the fund balance down to a projected \$237,294 by the end of the current fiscal year. The budget for WCCTAC General Operations in Fiscal Year 2017 is expected to reduce the cash balance by an additional \$27,148, bringing it down to \$210,146, or \$70,146 above the board-approved reserve.

In the TDM budget, WCCTAC is proposing to roll-over unspent grant funds from the current to the upcoming fiscal year. Staff is also proposing to continue using contracted, part-time assistance.

STMP proceeds have increased in recent years and, based on discussions with local jurisdictions, are estimated to grow in Fiscal Year 2017, as reflected in the STMP budget. WCCTAC will distribute the board-approved \$1,827,000 in STMP funds to three projects in the upcoming fiscal year. Staff and members agencies estimate that another \$1M may be available to allocate by the Board. The STMP budget also includes a placeholder amount of \$250,000 to update the program’s Nexus Study and Strategic Plan.

The Other Reimbursable (Special Projects) budget shows both projected revenues and expenditures in the upcoming fiscal year for the West County High Capacity Transit Study. It also reflects WCCTAC’s role as a pass-through agency for Measure J funding as part of the Student Bus Pass Program.

Fiscal Year 2017 Proposed Dues

Member agency dues support WCCTAC's General Operations. For Fiscal Year 2017, staff is recommending dues of \$39,675 for regular members. This amount is higher than the dues level in Fiscal Years, 2013-2016, but lower than the "normal" dues that prevailed from Fiscal Years 2008-2002. The table below shows the recent dues history with amounts reflecting the dues for regular members. (*Richmond dues are three times the amount shown below*).

Fiscal Year	Dues Amount
FY 10-11	\$42,772
FY 11-12	\$42,722
FY 12-13	\$36,675
FY 13-14	\$25,482
FY 14-15	\$36,675
FY 15-16	\$36,675
Proposed FY16-17	\$39,675

Dues were reduced in Fiscal Year 2013 given the accumulation a large balance in the General Operations fund. In Fiscal Year 2014, the Board cut dues significantly as a one-time measure in order to further reduce the fund balance and given that WCCTAC was understaffed and had a very lean work program.

Since Fiscal Year 2015, staff has worked diligently to operate within a budget that maintains a lower than "normal" dues rate. It has achieved this through frugality, the use of other funds (STMP, Measure J) to offset some administrative costs, and by continuing to pare down the fund balance. Given that the fund balance is shrinking, staff's aim is to cut into that balance by smaller amounts each year in order to ensure budget sustainability.

In order to reduce the draw on the fund balance in Fiscal Year 2017, dues need to be increased. The proposed Fiscal Year 2017 dues schedule is included as Attachment C, as shows the dues for all members.

FY17 Dues for WestCAT

Currently, the proposed dues schedule for Fiscal Year 2017 includes a \$14,560 discount for WestCAT. This discount began in Fiscal Year 2008 as a result of WestCAT paying for elements of the San Pablo Avenue Smart Corridors project. The discount was extended each year thereafter. Last year the Board continued the WestCAT discount but proposed that it be re-examined this year.

The Board has a few options. It could continue the current \$14,560 discount for this upcoming fiscal year. If the Board wished to make this discount permanent, it would require a change to the Joint Powers Agreement (JPA). Alternatively, the Board could require WestCAT to pay the regular dues.

The Board could also choose a middle ground. In the current year, Pinole and Hercules are paying the highest dues of all member agencies as a percentage of their operating budgets at 0.25% and 0.27% respectively. WestCAT pays 0.23%. However, if WestCAT were to pay the full, regular dues, it would be paying the highest dues as a share of its operating budget at 0.37%. A discount of \$10,000 would put WestCAT more in line with Hercules and Pinole at 0.27%.

Another alternative would be to require WestCAT to move toward the regular dues by gradually increasing annual dues on a set schedule.

Attachments:

- A. Proposed Fiscal Year 2017 Agency Work Program
- B. Proposed Fiscal Year 2017 Budget
- C. Proposed Fiscal Year 2017 Dues Schedule

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**WCCTAC FISCAL YEAR 2017
PROPOSED WORK PROGRAM**

WCCTAC's activities may be grouped into the following five major areas: Planning and Programming (General Operations), Transportation Demand Management (TDM), Sub-regional Transportation Mitigation Fee Program (STMP), Other Reimbursable Projects, and Office Administration.

Planning and Programming (General Operations)

This program area relates to WCCTAC's function as the Regional Transportation Planning Committee (RTPC) for West Contra Costa County under Measure J. It also includes transportation planning efforts resulting from the agency's Joint Powers Agency function. Staff work in this program area is mainly funded with annual member agency contributions and, to a lesser extent, Measure J dollars.

1. Program and administer West County's Measure J project and programs, including but not limited to:
 - a. Low Income Student Bus Pass Program (Measure J 21b)
 - b. Pedestrian, Bicycle and Trail Facilities (Measure J 13b, 26b)
 - c. Transportation for Seniors and People with Disabilities (Measure J 15b, 20b)
 - d. Sub-regional needs (Measure J 28b)
 - e. Transportation for Livable Communities (Measure J 12b)
2. Participate in regional, countywide, sub-regional, and local planning efforts as appropriate. Some efforts include but are not limited to:
 - a. I-80 Smart Corridor (Integrated Corridor Mobility) project implementation, follow-up, and ongoing special TAC meetings.
 - b. Coordination of local senior and disabled transportation, including a potential mobility management study.
 - c. Transit studies such as the AC Transit Major Corridors Study and CCTA Express Bus Study.
 - d. Complete Streets efforts, such as Rumrill Blvd. and Rodeo to Crockett.
 - e. Bay Trail and other bike path/trail planning and development.
 - f. I-80 Interchange planning and implementation for San Pablo Dam Rd, Central Ave. etc.
 - g. Managed Lanes Improvement Program (MLIP) on I-80, including express lanes.
 - h. Berkeley Global Campus at Richmond Bay (transportation planning issues).
 - i. Safe Routes to School Program and Contra Costa County's Accountable Healthy Communities (AHC) Initiative.
 - j. Hercules Regional Intermodal Transit Center planning and implementation
 - k. Richmond and Hercules ferry planning, implementation and funding identification
 - l. Adapting to rising tides (as related to transportation facilities in Contra Costa)
 - m. General Plan Updates and local specific plans

3. Monitor grant opportunities, inform members about grant opportunities, prepare or assist with grant applications, and facilitate prioritization of West County candidate projects for grants. Some examples of grant opportunities in the upcoming fiscal year include: Active Transportation Program (ATP) grants, OBAG/PDA grants, Measure J's Pedestrian-Bike-Trail Facilities (PBTF) grants, and the State Transportation Improvement Program (STIP).
4. WCCTAC will continue to work with CCTA and member agencies to provide any necessary and appropriate input into the Transportation Expenditure Plan (TEP) development. At the conclusion of the process, WCCTAC will assess the implications of a deferred, failed, or successful ballot measure.
5. WCCTAC will work with CCTA and its consultants to complete Actions Plans, including potential revisions that reflect a shift from the use of level-of-service metrics to vehicles miles travelled. WCCTAC will also monitor Action Plan compliance by reviewing any local General Plans or General Plan Amendments. Lastly, WCCTAC will work to advance goals, objectives and actions within the Action Plan.
6. As part of its routine operations, WCCTAC staff will manage or participate in Board and Committee meetings, including the: WCCTAC Board, WCCTAC TAC, I-80 Smart Corridor TAC, CCTA Board, CCTA Countywide Bicycle and Pedestrian Advisory Committee (CBPAC), CCTA Administration and Projects Committee (APC), CCTA Paratransit Coordinating Committee (PCC), CCTA Technical Coordinating Committee (TCC), CCTA OBAG Subcommittee, and potentially the Caltrans District 4 Pedestrian Advisory Committee.

Transportation Demand Management (TDM).

This program promotes transportation alternatives to the single occupant vehicle by encouraging walking, bicycling, transit, carpooling, and vanpooling, and is coordinated with the larger countywide 511 Contra Costa Program. This program is funded on a reimbursement basis by Measure J, Congestion Management and Air Quality (CMAQ) funds, and grants from the Air District. In the upcoming fiscal year, the TDM program will:

1. Manage the Countywide Guaranteed Ride Home Program.
2. Manage the Commute Incentives Program, which includes: employer outreach and programs, transit incentives, funding for bike racks and lockers, funding for EV charging stations, the "Pass 2 Class" student transit ticket program, and a Guaranteed Ride Home pilot program for Contra Costa College students.
3. Coordinate with the Regional 511 Rideshare and 511 Contra Costa.
4. Coordinate and support the Real-time Rideshare Pilot Program.
5. Support Local Agency Climate Action Plans.
6. Participate in the development of a Countywide TDM Strategic Plan.

Sub-regional Transportation Mitigation Fee Program (STMP).

WCCTAC acts as the trustee for the developer impact fees collected by the West County cities and the unincorporated areas of the County. These funds are to be used for work on eleven pre-identified, regionally-benefitting capital projects. In the upcoming fiscal year, WCCTAC will:

1. Standardize, streamline, and improve fee collection procedures and documentation.
2. Initiate and manage a new Nexus Study and Strategic Plan.
3. Administer funds, oversee contractual agreements, and disburse funds to projects.
4. Issue periodic calls for projects based on fund balance and Board direction.
5. Respond to inquiries from local agencies.

Other Reimbursable Projects

As a JPA, WCCTAC is able to apply for and receive various grants that advance the transportation goals of West Contra Costa. WCCTAC can also serve as a lead for certain studies or projects using other agency contributions.

In the upcoming fiscal year, WCCTAC will continue to manage and complete the West County High Capacity Transit Study and will advance the final recommendations from the study that are adopted by WCCTAC.

Office Administration.

WCCTAC's administration is funded through member dues, a portion of TDM funds, as well as other sources. In the upcoming fiscal year the priorities in this category include, but are not limited to:

1. Completing Annual Work Program, Budget and Audit.
2. Developing and implementing internal organization planning tools.
3. Reviewing and updating the WCCTAC Personnel Policies Manual.
4. Considering alternative financial services options.
5. Providing staff development and training opportunities.
6. Maintaining and expanding content on the WCCTAC website.

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WCCTAC FY 2016-2017 DRAFT BUDGET
Summary of All Accounts

Activity	Actual FY 2014-15	Original FY 2015-16	Amended FY 2015-16 (no change)	Estimated FY 2015-16	Proposed FY 2016-17	Note
REVENUES						
33403 Grants	554,451	609,455	609,455	609,455	624,909	
34111 Member Contributions	388,684	388,684	388,684	388,684	421,775	
343xx STMP Fees	677,221	1,066,650	1,066,650	934,210	905,000	
36102 Interest	14,032	3,700	3,700	17,329	7,500	
39906 Other Revenue	115,236	1,096,946	1,096,946	759,365	515,075	(a)
TOTAL REVENUES	1,749,624	3,165,435	3,165,435	2,709,043	2,474,259	
EXPENSES						
Salary, Benefits & Insurance						
41000s Salary & Benefits	647,537	713,438	713,438	682,950	793,907	(b)
41911 Liability Insurance	10,788	8,110	8,110	7,888	7,888	
Total Salaries, Benefits & Insurance	658,325	721,548	721,548	690,838	801,795	
Professional Services						
43600 Professional Services	136,751	237,094	237,094	91,811	338,260	
Financial and IT Services	48,315	36,334	36,334	37,816	39,660	
Audit	7,425	11,000	11,000	9,570	11,000	
Attorney Services	14,716	16,000	16,000	24,220	20,000	
Web Site Overhaul	21,523	-	-	6,985	-	
Office Move	2,687	-	-	-	-	
IT set-up	2,855	-	-	-	-	
Accounting Services	8,195	12,000	12,000	7,146	15,600	
Recruitment Costs	469	-	-	155	-	
Contract Staffing	19,354	36,760	36,760	3,936	-	
STMP Nexus Study and Strategic Plan	-	125,000	125,000	-	250,000	
Other	11,212	-	-	1,983	2,000	
Total Professional Services	136,751	237,094	237,094	91,811	338,260	
Special Expenses (Project / Program Funding)						
44000 Special Dept. Expense	298,825	1,621,774	1,621,774	841,369	3,499,952	
Commute Incentives / Marketing	78,391	153,974	153,974	91,588	179,371	
TDM Studies	-	15,000	15,000	17,500	-	
Misc. STMP Project Funding	33,891	375,000	375,000	-	2,827,000	(c)
County- Complete Streets	60,000	-	-	-	-	
Student Bus Pass Program	43,236	65,000	65,000	65,000	65,000	
Polling Effort - EMC Research	72,000	-	-	-	-	
High Capacity Transit Study	-	1,000,000	1,000,000	662,419	418,581	
Ops Contingency	9,507	10,000	10,000	4,862	10,000	
Ops Equipment Reserve	1,800	1,800	1,800	-	-	
TDM Reserve	-	1,000	1,000	-	-	
Total Special Expenses	298,825	1,621,774	1,621,774	841,369	3,499,952	
Travel & Training						
44320 Travel/Training/Mileage/Mbrshp	6,336	7,339	7,339	7,671	9,500	
Total Travel/Training	6,336	7,339	7,339	7,671	9,500	
Office Expenses & Supplies						
43500 Office Supplies	7,513	10,500	10,500	3,700	4,500	
43501 Postage	-	500	500	325	700	
43502 TDM Postage	852	7,123	7,123	2,259	2,000	
43520 Printing, Copier Lease	6,650	12,690	12,690	6,553	8,600	
43530 Furniture, Equipment	18,552	2,000	2,000	1,781	2,500	
43900 Rent/Building	36,404	38,576	38,576	37,875	38,100	
Total Office Exp & Supplies	69,971	71,389	71,389	52,493	56,400	
TOTAL EXPENSES	1,170,208	2,659,144	2,659,144	1,684,182	4,705,907	
REVENUES - EXPENSES	579,416	506,291	506,291	1,024,861	(2,231,648)	
Beginning Fund Balance					2,483,930	
Ending Fund Balance					252,282	

Notes:

- (a) Revenue in this category is based on contributions to the High Capacity Transit Study by partner agencies
- (b) Salary & benefits includes 3.0% COLA and potential merit increases. TDM employee shifted from Prof. Serv. into this category
- (c) STMP funds already allocated by the Board are expected to be disbursed in the upcoming fiscal year

See also the notes in the attached detail sheets by account.

DETAIL: WCCTAC Operations
FY 2016-17 DRAFT Budget

Activity	Actual FY 2014-2015	Original FY 2015-2016	Amended 2015-2016 (no change)	Estimated 2015-2016	Proposed 2016-2017	Note
REVENUES						
34111 Member Contributions	388,684	388,684	388,684	388,684	421,775	(a)
36102 Interest - LAIF	445	-	-	430	-	
39906 Other - Measure J (20b & 21b)		31,946	31,946	31,946	31,494	(b)
TOTAL REVENUES	389,129	420,630	420,630	421,060	453,269	
EXPENSES						
Salary, Benefits & Insurance						
41000s Salary & Benefits	325,631	378,459	378,459	373,205	375,643	(c)
41911 Liability Insurance	4,055	4,055	4,055	3,944	3,944	
Total Salaries, Benefits & Insurance	329,686	382,514	382,514	377,149	379,587	
Professional Services						
43600 Professional Services	62,967	50,250	50,250	59,849	56,630	
<i>Financial and IT Services</i>	23,460	17,250	17,250	19,253	19,830	
<i>Audit</i>	7,425	11,000	11,000	9,570	11,000	
<i>Attorney Services</i>	11,686	16,000	16,000	19,987	18,000	
<i>Web Site Overhaul</i>	9,207			6,985	-	
<i>Accounting Services</i>	4,167	6,000	6,000	3,898	7,800	
<i>Recruitment Costs</i>	469	-	-	155	-	
<i>Office Move</i>	2,687	-	-	-	-	
<i>Other</i>	3,867	-	-	-	-	
Total Professional Services	62,967	50,250	50,250	59,849	56,630	
Special Department Expenses						
44000 Special Dept. Expense	11,307	11,800	11,800	4,862	10,000	(d)
<i>Contingency</i>	9,507	10,000	10,000	4,862	10,000	
<i>Reserve for equipment</i>	1,800	1,800	1,800	-	-	(e)
Total Special Department Expenses	11,307	11,800	11,800	4,862	10,000	
Travel & Training						
44320 Travel/Training/Mileage	2,850	4,000	4,000	3,854	6,000	
Total Travel/Training/Mileage	2,850	4,000	4,000	3,854	6,000	
Office Expenses & Supplies						
43500 Office Supplies	5,419	4,000	4,000	3,520	4,000	
43501 Postage		500	500	325	700	
43520 Printing, Copier	1,437	3,500	3,500	3,575	3,700	
43530 Furniture & Equipment	18,552	2,000	2,000	-	2,500	
43900 Rent/Building	16,918	16,124	16,124	18,025	17,300	
Total Office Expense & Supplies	42,326	26,124	26,124	25,445	28,200	
TOTAL EXPENSES	449,136	474,688	474,688	471,159	480,417	
REVENUES - EXPENSES	(60,007)	(54,058)	(54,058)	(50,099)	(27,148)	

Beginning Fund Balance \$237,294

Ending Fund Balance \$210,146

Reserve - Undesignated \$120,000

Reserve - Accumulated Vacation \$20,000

Available Balance above Reserve \$70,146

Notes:

- (a) FY 17 dues are proposed to be higher than "discounted" dues (FY13, F15) and lower than the "normal" (FY08-FY12) dues.
- (b) A small portion of Measure J program funds can be used to cover administrative expenses.
- (c) Includes a proposed COLA of 3.0% based on Bay Area CPI, and potential merit increases.
Salary and benefit increases offset by use of STMP funds to cover administrative expenses related to that program
- (d) Contingency per Board Reserve Policy.
- (e) Equipment needs accounted for in Furniture & Equipment category (43530).

**DETAIL: TDM
FY 2016-17 DRAFT Budget**

Activity	Actual 2014-2015	Original 2015-2016	Amended (no change) 2015- 2016	Estimated 2015-2016	Proposed 2016-2017	Note
REVENUES						
33403 Grants	494,451	609,445	609,445	609,455	624,909	(a)
36102 Interest - LAIF	-	-	-	-	-	
TOTAL REVENUES	494,451	609,445	609,445	609,455	624,909	
EXPENSES						
Salary, Benefits & Insurance						
41000s Salary & Benefits	319,506	324,979	324,979	299,745	378,264	(b)
41911 Liability Insurance	6,733	4,055	4,055	3,944	3,944	
Total Salaries, Benefits, and Insurance	326,239	329,034	329,034	303,689	382,208	
Professional Services						
43600 Professional Services		61,844	61,844	31,964	31,630	
Financial and IT Services	24,855	19,084	19,084	18,563	19,830	
Studies/Surveys	-			-	-	
Attorney Services	3,030	-	-	4,233	2,000	
Web Site Overhaul	12,316				-	
IT Set-up (move and server)	2,855				-	
Accounting Services	4,028	6,000	6,000	3,248	7,800	
Contract Staffing	19,354	36,760	36,760	3,936		(c)
Other	7,345			1,983	2,000	
Total Professional Services	73,783	61,844	61,844	31,964	31,630	
TDM Program Work						
44000 Special Department Expense	78,391	169,974	169,974	109,088	179,371	(d)
Commute Incentives / Marketing	78,391	153,974	153,974	91,588	179,371	
Studies		15,000	15,000	17,500		
Reserve	-	1,000	1,000	-		
Total TDM Program Work	78,391	169,974	169,974	109,088	179,371	
Travel & Training						
44320 Travel/Training/Mileage/Mbrshp	3,486	3,339	3,339	3,817	3,500	
Total Travel/Training	3,486	3,339	3,339	3,817	3,500	
Office Expenses & Supplies						
43500 Office Supplies	2,094	6,500	6,500	180	500	
43502 TDM Postage	852	7,123	7,123	2,259	2,000	
43520 Printing, Copier Lease	5,213	9,190	9,190	4,759	4,900	
43900 Rent / Building	19,486	22,452	22,452	19,850	20,800	
Total Office Exp & Supplies	27,646	45,265	45,265	27,048	28,200	
TOTAL EXPENSES	509,544	609,456	609,456	475,605	624,909	
REVENUES - EXPENSES	(15,093)	(11)	(11)	133,850	0	
Beginning Fund Balance					0	
Ending Fund Balance					0	

Notes:

- (a) Includes funds remaining from FY16. FY17 funding reduced \$50K by CCTA for Countywide TDM Strategic plan
- (b) Includes a proposed COLA increase of 3.0% , and potential merit increases, and part-time TDM program assistant
- (c) No budget for FY17 ; added funds for part-time staff to salaries line item
- (d) Budget for FY17 includes unspent monies from FY16

**DETAIL: STMP
FY 2016-17 DRAFT Budget**

Activity	Actual FY 2014-2015	Original FY 2015-2016	Amended 2015-2016 (no change)	Estimated 2015-2016	Proposed FY2016-17	Note
REVENUES						
34310 County STMP Fees	20,005	226,650	226,650	-	150,000	
34315 El Cerrito STMP Fees	-	300,000	300,000	300,000	85,000	
34320 Hercules STMP Fees	-	300,000	300,000	144,710	140,000	
34325 Pinole STMP Fees	-	70,000	70,000	90,000	50,000	
34330 Richmond STMP Fees	657,216	90,000	90,000	399,500	400,000	
34335 San Pablo STMP Fees	-	80,000	80,000	-	80,000	
36102 Interest - LAIF	13,587	3,700	3,700	16,899	7,500	
TOTAL REVENUES	690,808	1,070,350	1,070,350	951,109	912,500	(a)
EXPENSES						
Salary & Benefits						
41000s Salary & Benefits (STMP Admin)	2,400	10,000	10,000	10,000	40,000	(b)
Total Salaries and Benefits	2,400	10,000	10,000	10,000	40,000	
Funding of STMP Projects						
43600 Prof. Services						
<i>Nexus Study and Strategic Plan</i>	-	125,000	125,000	-	250,000	(c)
<i>Other</i>	-	-	-	-	-	
Total Prof. Services		125,000	125,000		250,000	
44000 Special Dept. Expense (Proj. Funding)	-	-	-	-	-	
<i>BART - Richmond Intermodal</i>	21,136	-	-	-	-	
<i>East Bay Regional Park District</i>	12,635	-	-	-	-	
<i>Richmond - BART East Side</i>	-	-	-	-	527,000	
<i>Hercules - Path to Transit</i>	-	-	-	-	1,000,000	
<i>El Cerrito - Ohlone Greenway</i>	-	-	-	-	300,000	
<i>Other Miscellaneous Projects</i>	-	375,000	375,000	-	1,000,000	
Total Special Department Expense	33,771	375,000	375,000	-	2,827,000	
TOTAL EXPENSES	36,171	510,000	510,000	10,000	3,117,000	
REVENUES - EXPENSES	654,637	560,350	560,350	941,109	(2,204,500)	
Beginning Fund Balance					2,246,636	
Ending Fund Balance					42,136	

Notes:

- (a) STMP receipts are highly variable but starting to show improvement.
- (b) Expenses are for costs to administer the program up to 2% of project expenses.
- (c) Expenses are a placeholder for a new Nexus Study and Strategic Plan.

**DETAIL: OTHER REIMBURSABLE
FY 2016-17 DRAFT Budget**

Activity	Actual FY 2014-15	Original FY 2015-16	Amended FY 2015-16 (no change)	Estimated FY 2015-16	Proposed FY 2016-17	Note
REVENUES						
33403 Grants						
County- Complete Sts: Crocket-Rodeo	60,000	-	-	-	-	(a)
36102 Interest - LAIF						
39906 Other Revenue	-	1,065,000	1,065,000	727,419	483,581	
<i>Measure J - Transit Study</i>	-	300,000	300,000	212,758	168,242	(b)
<i>BART - Transit Study</i>	-	300,000	300,000	192,998	107,002	(b)
<i>CCTA - Transit Study</i>	-	300,000	300,000	192,998	107,002	(b)
<i>MTC - Transit Study</i>	-	100,000	100,000	63,665	36,335	(b)
<i>Measure J -Student Bus Pass</i>	43,236	65,000	65,000	65,000	65,000	(c)
<i>Measure J - EMC Research</i>	72,000					
TOTAL REVENUES	175,236	1,065,000	1,065,000	727,419	483,581	
EXPENSES						
Special Project Expenses						
43600 Professional Services	-	-	-	-	-	
<i>Regional Studies/Projects</i>	-	-	-	-	-	
<i>Other</i>	-	-	-	-	-	
Total Professional Services	-	-	-	-	-	
44000 Projects						
County- Complete Sts: Crockett-Rodeo	60,000	-	-	-	-	(a)
Student Bus Pass Program	43,236	65,000	65,000	65,000	65,000	(c)
Polling Effort, EMC Research	72,000	-	-	-	-	
High Capacity Transit Study	-	1,000,000	1,000,000	662,419	418,581	(b)
Total Special Project Expenses	175,236	1,065,000	1,065,000	727,419	483,581	
TOTAL EXPENSES	175,236	1,065,000	1,065,000	727,419	483,581	
REVENUES - EXPENSES	-	-	-	-	-	

Beginning Fund Balance

Ending Fund Balance

-

Notes:

- (a) FY 15 revenues and expenses are for a Community Based Transportation Plan for the Rodeo / Crocket Area.
- (b) Revenues and expenses are for the West County High Capacity Transit Study.
- (c) Revenues and expenses are for those anticipated under the Student Bus Pass Program (Measure J 21b).

DRAFT

WCCTAC Fiscal Year 2017 DUES STRUCTURE

WCCTAC Member Agency	Percent Share	Proposed FY 16 Dues
City of El Cerrito	9.1%	\$39,675
City of Hercules	9.1%	\$39,675
City of Pinole	9.1%	\$39,675
City of Richmond	27.2%	\$109,844
City of San Pablo	9.1%	\$39,675
Contra Costa County	9.1%	\$39,675
AC Transit	9.1%	\$39,675
BART	9.1%	\$39,675
WestCAT	9.1%	\$39,675
<i>discount</i>		<i>(\$14,560)</i>
WestCAT Subtotal		\$25,115
<i>Total</i>	<i>100.0%</i>	<i>\$421,775</i>

Recent Dues History

For a Regular 9.1% Share Member:

Fiscal Year	Dues Amount
FY 08-09	\$42,772
FY 09-10	\$42,772
FY 10-11	\$42,772
FY 11-12	\$42,722
FY 12-13	\$36,675
FY 13-14	\$25,482
FY 14-15	\$36,675
FY 15-16	\$36,675
Proposed FY 16-17	\$39,975



El Cerrito

April 29, 2016

Hercules

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

Pinole

RE: WCCTAC Board Meeting Summary

Richmond

Dear Randy:

The WCCTAC Board, at its meeting on April 22, 2016, took the following actions that may be of interest to CCTA:

San Pablo

Gray-Bowen-Scott proposal

Regarding the Transportation Expenditure Plan (TEP), the WCCTAC Board supported the Gray-Bowen-Scott proposal for a 30-year measure, as well as the funding allocations for West Contra Costa that were included in that proposal.

Contra Costa
County

Two distinct categories for I-80

Also, regarding the TEP, the WCCTAC Board recommended that funding category #5 (High Capacity Transit Improvements along the I-80 Corridor in West County) and funding category #6 (I-80 Interchange Improvements at San Pablo Dam Road and Central Avenue) be distinct and separate. There is a concern among WCCTAC Board members that by combining these two categories, one type of improvement could end up absorbing all of the future funding.

AC Transit

BART

WestCAT

Flexibility in funding category #15 (Pedestrian, Bicycle, and Trail Facilities)

The WCCTAC Board recommended that funding category #15 in the TEP be more flexible and allow for project development activities (design, project approvals, right-of-way acquisition, and environment clearance) to be funded as well.

West Contra Costa High Capacity Transit Study

The Board also received an update on the three workshops held in West County (all the same presentation) for the West County High Capacity Transit Study. Turnout was relatively low, but there was extensive media coverage.

Sincerely,



John Nemeth
Executive Director

cc: Tarienue Grover, CCTA; Corrine Dutra-Roberts, TRANSPAC; Jamar Stamps, TRANSPLAN; Lisa Bobadilla, SWAT



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

ABAG: Association of Bay Area Governments
ACCMA: Alameda County Congestion Management Agency (now the ACTC)
ACTC: Alameda County Transportation Commission (formerly ACCMA)
ADA: Americans with Disabilities Act
APC: Administration and Projects Committee (CCTA)
ATP: Active Transportation Program
BAAQMD: Bay Area Air Quality Management District
BATA: Bay Area Toll Authority
BCDC: Bay Conservation and Development Commission
Caltrans: California Department of Transportation
CCTA: Contra Costa Transportation Authority
CEQA: California Environmental Quality Act
CMAs: Congestion Management Agencies
CMAQ: Congestion Management and Air Quality
CMIA: Corridor Mobility Improvement Account (Prop 1B bond fund)
CMP: Congestion Management Program
CTP: Contra Costa Countywide Comprehensive Transportation Plan
CSMP: Corridor System Management Plan
CTC: California Transportation Commission
CTPL: Comprehensive Transportation Project List
DEIR: Draft Environmental Impact Report
EBRPD: East Bay Regional Park District
EIR: Environmental Impact Report
EIS: Environmental Impact Statement
EVP: Emergency Vehicle Preemption (traffic signals)
FHWA: Federal Highway Administration
FTA: Federal Transit Administration
FY: Fiscal Year
HOV: High Occupancy Vehicle Lane
ICM: Integrated Corridor Mobility
ITC or HITC: Hercules Intermodal Transit Center
ITS: Intelligent Transportations System
LOS: Level of Service (traffic)
MOU: Memorandum of Understanding
MPO: Metropolitan Planning Organization
MTC: Metropolitan Transportation Commission
MTSO: Multi-Modal Transportation Service Objective
NEPA: National Environmental Policy Act

O&M: Operations and Maintenance
OBAG: One Bay Area Grant
PAC: Policy Advisory Committee
PBTF- Pedestrian, Bicycle and Trail Facilities
PC: Planning 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
RTP: Regional Transportation Plan
RTPC: Regional Transportation Planning Committee
SCS: Sustainable Communities Strategy
SHPO: State Historic and Preservation Office
SOV: Single Occupant Vehicle
STA: State Transit Assistance
STARS: Sustainable Transportation Analysis & Rating System
STIP: State Transportation Improvement Program
SWAT: Regional Transportation Planning Committee for Southwest County
TAC: Technical Advisory Committee
TCC: Technical Coordinating Committee (CCTA)
TDA: Transit Development Act funds
TDM: Transportation Demand Management
TFCA: Transportation Fund for Clean Air
TEP: Transportation Expenditure Plan
TLC: Transportation for Livable Communities
TOD: Transit Oriented Development
TRANSPAC: Regional Transportation Planning Committee for Central County
TRANSPLAN: Regional Transportation Planning Committee for East County
TSP: Transit Signal Priority (traffic signals and buses)
VMT: Vehicle Miles Traveled
WCCTAC: West County Costa Transportation Advisory Committee