



El Cerrito

MEETING NOTICE AND AGENDA

DATE & TIME: Friday, June 24, 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

CONSENT CALENDAR

San Pablo

3) Minutes of May 27, 2016 Board Meeting. (Attachment; Recommended Action: *APPROVE*)

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

Contra Costa
County

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

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

AC Transit

7) Approve Pay Schedules for Fiscal Years 2013-2017 Approval of publically available pay schedules for Fiscal Years 2013-2017, with minor revisions to Fiscal Year 2013 and 2014, will correct two CalPERS audit findings. (Attachment; Recommended Action: *APPROVE Resolution 16-01*).

BART

8) Subregional Transportation Mitigation Program (STMP) Cooperative Funding Agreement with City of El Cerrito. In March, the WCCTAC Board agreed to allocate STMP funding to three regionally-beneficial projects in Richmond, Hercules and El Cerrito. The funding agreements with the cities of Richmond and Hercules were approved by the WCCTAC Board in May. The agreement with the City of El Cerrito is now ready for WCCTAC Board consideration. (Attachment; Recommended Action: *AUTHORIZE the Executive Director to execute the El Cerrito Agreement for STMP funds*)

WestCAT

- 9) Agreement with The Staffing Solutions Group for Accounting Services.** WCCTAC staff is proposing to use the services of Paula Troy, through an agreement with The Staffing Services Group, a staffing company. Ms. Troy would assist with accounting, audits, and financial reporting in Fiscal Year 2017. Funds for this expense were included in the draft FY2017 budget. *(Attachment; Recommended Action: APPROVE Resolution 16-02)*
- 10) Appointment to CCTA's Technical Coordinating Committee (TCC).** The TCC advises the Authority Board and CCTA staff on various issues. Each Regional Transportation Planning Committee has three representatives. WCCTAC currently has one vacancy and no staff from member agencies have volunteered to serve. The TAC recommends appointing Leah Greenblat of WCCTAC staff to serve. *(Attachment; Recommendation Action: APPROVE appointment.)*

REGULAR AGENDA ITEMS

- 11) Fiscal Audits and Memorandum on Internal Control for Fiscal Year 2014.** The accounting firm of Maze and Associates prepared the fiscal audit for WCCTAC for fiscal year 2014. This item was removed from the May Consent Calendar in order for the auditor to be present answer Board member questions. *(Amy Meyer – Maze and Associates; Attachments provided to Board members in May: 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)*
- 12) Draft Final Fiscal Year 2017 Work Program, Budget and Dues:** At the May meeting, the WCCTAC Board approved the release to member agencies of the draft work program, budget, and dues for Fiscal Year 2017. Staff received no comments on these documents and is now bringing them back to the Board for final approval. *(John Nemeth – WCCTAC Staff; Attachments; Recommended Action: APPROVE Resolution 16-03).*
- 13) Accessible Transportation Study for West Contra Costa:** The WCCTAC Board previously expressed interest in developing an Accessible Transportation Study to guide the use of Measure J funds and increase WCCTAC's competitiveness in seeking supplemental funding. Staff developed a draft scope of work for the study and will present it to the Board. *(Joanna Pollack – WCCTAC Staff; Attachments; Recommended Action: AUTHORIZE staff to issue a Request for Proposals to conduct an Accessible Transportation Study for West Contra Costa County, using \$75,000 from Measure J Program 20b and 28b funds.)*
- 14) TDM Update.** Staff will provide a brief review of the activities of WCCTAC's Transportation Demand Management (TDM) program over the past year as well as upcoming efforts in Fiscal Year 2017. Staff will also provide information about the upcoming Countywide TDM Strategic Plan. *(Danelle Carey – WCCTAC Staff; No 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 May 27, 2016 Summary of Board Actions
- b. Acronym List

18) Adjourn. Next meeting is: July 22, 2016 @ 8:00 a.m.
in the El Cerrito City Hall Council Chambers,
located at 10890 San Pablo Avenue, El Cerrito

-
- 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.

This Page Intentionally Blank

**West Contra Costa Transportation Advisory Committee
Board of Directors Meeting
Meeting Minutes: May 27, 2016**

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

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

ACTIONS LISTED BY: Valerie Jenkins

Meeting Called to Order: 8:03a

Meeting Adjourned: 10:27a

Public Comment: N/A

Consent Calendar: Motion by *Director Mallett to approve items 4-8 & 10-11 Seconded by Director Swearingen*

Item#9 pulled from Consent Calendar to be addressed at June 24, 2016 meeting by Vice-Chair Abelson

3. Proclamation Honoring Karineh Samkian.
4. Corrected Minutes of March 25, 2016 Board Meeting and Minutes of April 22, 2016 Board Meeting.
5. Monthly Update on WCCTAC Activities
6. Financial Reports.
7. Payment of Invoices over \$10,000.
8. Subregional Transportation Mitigation Program (STMP) Cooperative Funding Agreements.
10. AC Transit and WestCAT's FY17 Claims for Measure J Program 19b *Additional Bus Service Enhancements.*
11. FY 17 Claims for Measure J Program 20b, Additional Transportation for Seniors and People with Disabilities

ITEM/DISCUSSION	ACTION
Item #12 West Contra Costa High Capacity Transit Study	Motion by <i>Director Mallett</i> to support advancing the consultant recommendations and obtaining funding from sources other than WCCTAC to advance BART alternative 7A; seconded by

	<p>Director Peebles; motion does not pass</p> <p>Substitute Motion by Director Butt to support the Consultant's recommendation for the West County High Capacity Transit Study; seconded by Vice-Chair Abelson; motion passed</p> <p>Directors, Pimplé, Chavez, Valdez, McLaughlin, Vice Chair Abelson and Chair McCoy- vote Yes; Directors Swearingen, Director Mallett- vote No; Director Peebles- Abstain</p>
Item #13 Draft Fiscal Year 2017 Work Program, Budget and Dues	Item continued to June 24, 2016 WCCTAC Board meeting.
Item #14 Transportation Expenditure Plan (TEP) Update	Information Only

TO: WCCTAC Board

DATE: June 24, 2016

FR: John Nemeth, Executive Director

RE: Monthly Update on WCCTAC Activities – June

AC Transit Board of Directors Goes on the Road

The AC Transit Board of Directors will hold a series of Board meetings throughout their service area this summer. These meetings give bus riders and the general public a more convenient opportunity to attend and participate. The “on the road” meeting in West Contra Costa will be held in El Cerrito on Wednesday, July 13. The details are as follows:



July 13 - 5:00 p.m.

AC Transit Board of Directors

On the Road Meeting Location:

City of El Cerrito –

City Hall Council Chambers

10890 San Pablo Avenue

El Cerrito, CA 94530

Agendas will be available online
the Friday prior to each meeting.

For more information, visit
www.actransit.org and click
“Board Meetings”.

Overnight I-80 Closure at San Pablo Dam Road, June 18- 19, 11 PM-7AM

With involvement by the Contra Costa Transportation Authority (CCTA), the California Department of Transportation (Caltrans), the Metropolitan Transportation Commission (MTC), and the City of San Pablo, the interchange improvement project on I-80 at San Pablo Dam Road recently broke ground. To facilitate the next phase of work, a section of the freeway must be closed to help ensure public and motorist safety.

Full Overnight Closure of I-80 at San Pablo Dam Road Local Detour Map



What to Expect:

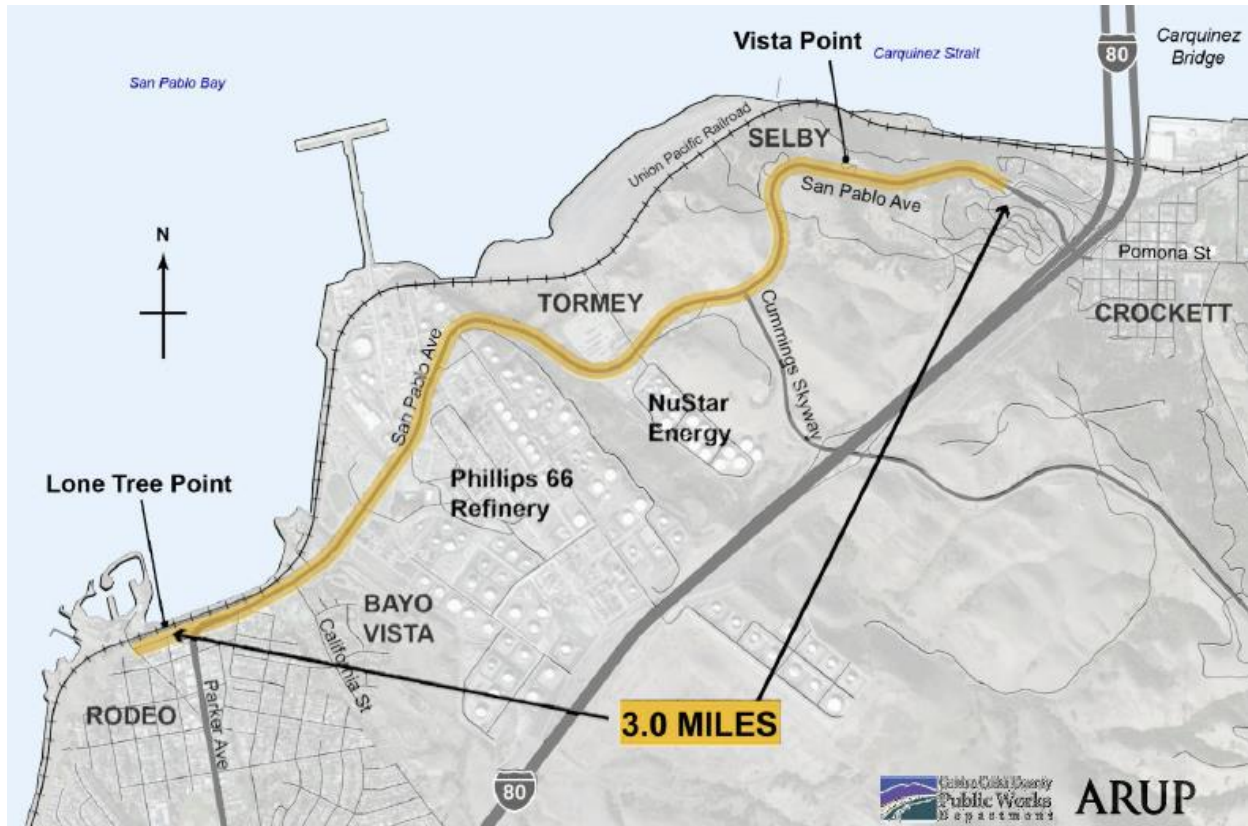
- Interstate 80 will be temporarily closed in the eastbound and westbound directions between San Pablo Avenue and San Pablo Dam Road.
- The closure will occur from Saturday, June 18th at 11:00 p.m. until 7:00 a.m. Sunday, June 19th.
- Temporary detours will be in effect (please see the detour maps on pages two and three of this document).
- Motorists should follow the instructions posted on all on-site signage.

These closures will enable crews to grade (properly adjust and align) falsework recently constructed for a new pedestrian overcrossing at Riverside Avenue, which will replace the current overcrossing. When complete, the new overcrossing will extend across Amador Street, enhancing safety for Riverside Elementary School students and the community.

For more information, please visit <http://www.ccta.net/sanpablodamroad> or call the project hotline at (510) 277-0444. Construction updates will also be posted to Twitter at @i80spdr.

San Pablo Avenue (Rodeo to Crockett) Complete Streets Project

At a recent meeting of the Technical Advisory Committee for this County-sponsored, partially WCCTAC-funded study, attendees were able to review preliminary results from past public outreach activities and learned about three possible alternatives for incorporating pedestrian and bicycle facilities along this segment of San Pablo Avenue.



The County's consultant presented three options for improving pedestrian and bicycle infrastructure in the area.

The first alternative proposed a road diet and reduced the number of travel lanes from four to two, with a two-way center turn lane and bike lanes on both sides. The second alternative proposed a similar road diet; however, this option placed a two-way shared path on one side of the street.

While the first two options could be constructed within the existing right-of-way, a newly released third option would maintain the existing number of vehicle travel lanes and widen the roadway on the north side to accommodate a two-way shared path. This configuration would occur between Refinery Road to Cummings Skyway and then transition east of Cummings Skyway to a road diet with three-lanes plus a shared-use path utilizing the re-configured right-of-way. In order to widen the proposed segment, additional right-of-way would be required.

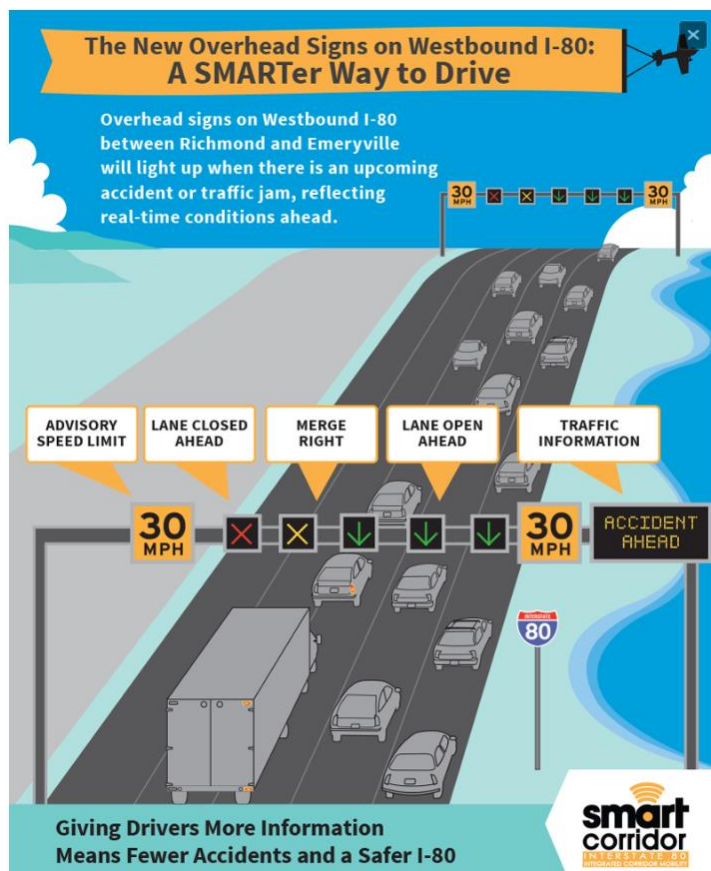
The next round of public outreach is scheduled for the Summer 2016 with Community Workshop #2.

AC Transit expands and redesigns for reliability Starting Sunday, June 26.

Starting in June 2016, AC Transit will put more buses on the street in its service area and will improve some weekend service to better accommodate those who to travel outside commute hours.

In West County this will mean improvements to Line 7, which runs from El Cerrito Del Norte BART to Berkeley BART along Arlington Ave. and Shattuck Ave. and to Line G, which is transbay service linking El Cerrito to San Francisco.

AC Transit is also updating its schedules to improve reliability. Specific details, including maps, are available at actransit.org or by calling (510) 891-4777.



80SMARTCORRIDOR.ORG



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

The rolling activation of the I-80 SMART Corridor project is proceeding this summer. Caltrans is currently testing the wiring on sign panels and performing other local testing at each sign. This testing may briefly be visible to motorists.

Caltrans is also preparing to test the communications software that integrates the project components with the Caltrans Traffic Management Center (TMC) and local road elements. It includes remote testing sequences where symbols and numbers may be displayed for longer intervals. Additional notification will be provided when this testing is scheduled.

West County Employee Transportation Survey




In March 2016, TDM staff worked with Valerie Brock Consulting to conduct the 2016 Employee Transportation Study to gather information on current commute habits of employees in West County. The last survey was done in 2005.

Understanding employee commute patterns helps TDM staff to create relevant commute alternative programs. These programs contribute to the goal of reducing single occupant vehicles through the use of alternative modes that reduce traffic congestion and improve air quality. Each participating employer received a customized report to assist in the development of an employer commute program.

The final report and findings can be found on the WCCTAC [website](#). The study was funded by the Bay Area Air Quality Management District's Transportation for Clean Air fund, and CCTA.

WCCTAC
2016 EMPLOYEE TRANSPORTATION SURVEY

May 2016



QUESTIONNAIRE

2016 COMMUTER SURVEY
By promoting the use of alternative transportation, such as ridesharing, public transportation, bicycling and walking, we all contribute to improving the health of our community. Continuing to use or shifting to a commute alternative can help to eliminate traffic congestion and improve air quality.

Your responses to this survey will help us to:

- Evaluate the effectiveness of Employee Transportation Programs
- Identify who may want to participate in commute alternatives, such as:
 - carpooling and vanpooling
 - riding a bike to work
 - riding public transportation
 - telecommuting

1. What is your home postal ZIP code? _____

2. What is the distance one-way from your home to your workplace? _____ Miles

3. What time do you usually start work?

<input type="checkbox"/> Before 6 am	<input type="checkbox"/> 7:00-7:59 am	<input type="checkbox"/> 9:00-9:59 am
<input type="checkbox"/> 6:00-6:59 am	<input type="checkbox"/> 8:00-8:59 am	<input type="checkbox"/> 10:00 am or later

4. What is your usual work schedule?

<input type="checkbox"/> Full-time (40 hrs./wk.)
<input type="checkbox"/> Part-time (less than 30 hours/week)
<input type="checkbox"/> Other
<input type="checkbox"/> Contractor

5. How do you usually travel to work each day of the week?

From the list below, indicate the appropriate number on the line for each day of the week. If you used more than one means of transportation during the trip to work, choose the number that accounts for the longest distance of your trip. If you don't usually work that day, leave the space blank.

1. Drive alone	6. Bus	11. Work or travel off-site
2. Carpool (2-6 people)	7. Motorcycle	
3. Vanpool (7-15 people)	8. Bicycle	
4. BART	9. Walk	
5. Train (Caltrain, Amtrak, Ace)	10. Telecommute	

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
_____	_____	_____	_____	_____	_____	_____

Valerie Brock Consulting

Page 13

This Page Intentionally Blank



	Current Period Actuals	Net Budget Adjustments	YTD Budget	YTD Actuals	YTD Variance	Encumbered Amount	Available Amount	Available %
Salary and Benefits								
41000. Salary	23,460	273,691	273,691	239,946	33,745	0	33,745	12
41002. Buy Back Compensation	0	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	4,556	37,956	37,956	38,160	-204	0	-204	0
41210. Pension Benefits	0	0	0	2,609	-2,609	0	-2,609	0
41310. Medical Insurance	4,702	43,610	43,610	44,848	-1,238	0	-1,238	0
41311. Retiree Healthcare	0	2,180	2,180	2,160	20	0	20	1
41400. Dental	288	4,362	4,362	3,420	942	0	942	22
41500. Vision	0	1,090	1,090	4,250	-3,160	0	-3,160	0
41800. LTD Insurance	181	127	127	1,727	-1,600	0	-1,600	0
41900. Medicare	336	3,725	3,725	3,387	338	0	338	9
41903. Employee Assistance Program	0	1,453	1,453	0	1,453	0	1,453	100
41904. Life Insurance	39	454	454	392	62	0	62	14
41911. Liability Insurance	0	4,055	4,055	11,056	-7,001	0	-7,001	0
41912. Unemployment Insurance	0	0	0	1,750	-1,750	0	-1,750	0
Sub Total Salary and Benefits	33,563	382,515	382,515	354,011	28,504	0	28,504	
Service and Supplies								
43500. Office Supplies	1,388	4,000	4,000	4,521	-521	0	-521	0
43501. Postage	0	500	500	78	422	0	422	84
43520. Copies/Printing/Shipping/Xerox	344	3,500	3,500	3,397	103	0	103	3
43530. Office Furn & Equipmt <\$5000	0	2,000	2,000	28	1,972	0	1,972	99
43600. Professional Services	9,474	50,250	50,250	62,677	-12,427	0	-12,427	0
43900. Rent/Building	1,358	16,124	16,124	16,842	-718	0	-718	0
44000. Special Department Expenses	1,109	11,800	11,800	3,892	7,908	0	7,908	67
44320. Travel/Training Staff	451	4,000	4,000	3,914	86	0	86	2

* 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	20,339	217,335	217,335	196,181	21,154	0	21,154	10
41002. Buy Back Compensation	0	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	3,455	43,208	43,208	34,590	8,618	0	8,618	20
41210. Pension Benefits	0	0	0	2,327	-2,327	0	-2,327	0
41310. Medical Insurance	4,881	47,926	47,926	47,363	563	0	563	1
41400. Dental Insurance	413	4,489	4,489	4,078	411	0	411	9
41500. Vision Care	0	1,141	1,141	0	1,141	0	1,141	100
41800. LTD Insurance	118	1,065	1,065	999	66	0	66	6
41900. Medicare	288	2,967	2,967	2,796	171	0	171	6
41902. FICA	156	0	0	723	-723	0	-723	0
41903. Employee Assistance Program	0	1,217	1,217	0	1,217	0	1,217	100
41904. Life Insurance	25	457	457	245	212	0	212	46
41911. Liability Insurance	0	4,055	4,055	3,676	379	0	379	9
Sub Total Salary and Benefits	29,675	329,033	329,033	294,197	34,836	0	34,836	
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	995	7,123	7,123	3,253	3,870	0	3,870	54
43520. Copies/Printing/Shipping/Xerox	344	9,190	9,190	3,322	5,868	0	5,868	64
43600. Professional Services	(2,617)	61,844	61,844	34,518	27,326	0	27,326	44
43900. Rent/Building	1,858	22,452	22,452	21,708	744	0	744	3
44000. Special Department Expenses	4,694	169,974	169,974	96,282	73,692	0	73,692	43
44320. Travel/Training Staff	0	3,339	3,339	3,817	-478	0	-478	0

* 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	



	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	0	1,065,000	1,065,000	532,477	532,523	0	532,523	50
Sub Total Service and Supplies	0	1,065,000	1,065,000	575,714	489,286	0	489,286	
Report Total :								
	0	1,065,000	1,065,000	575,714	489,286	0	489,286	



TO: WCCTAC Board

DATE: June 24, 2016

FR: John Nemeth, Executive Director

RE: **Approve Pay Schedules for Fiscal Years 2013-2017**

REQUESTED ACTION

Staff recommends approval of Resolution 16-01, which adopts publically available pay schedules for Fiscal Years 2013-2017. This will ensure compliance with CalPERS requirement.

DISCUSSION

WCCTAC employees have long been part of the CalPERS system for retirement benefits. Up until 2013, WCCTAC obtained this benefit through the City of San Pablo. In 2013, however, WCCTAC established a stand-alone contract with CalPERS.

To ensure that the program was set-up and functioning properly, CalPERS conducted an audit of WCCTAC in early 2016 for the period of December 2013 to June 2014. There were four findings from this audit. Findings #3 and #4 have been resolved by WCCTAC staff working with CalPERS staff. Finding #3 involved the need to report the number of hours worked in 2013-2014 by a retired annuitant. Finding #4 involved the need for new hires after January 1, 2013 to fill out CalPERS member reciprocal self-certification forms.

Findings #1 and #2 require an action by the Board to be resolved and are described in more detail below.

Findings #1 and #2

In July, 2013 both the Administrative Clerk and a Program Manager were given salary increases by the Interim Executive Director, Jerry Bradshaw. In the case of the Administrative Clerk, the salary increase was made retroactive to January, 2013.

At the time, WCCTAC was working with CalPERS to join the retirement system with a contract that was independent of the City of San Pablo. As a part of that process, CalPERS required WCCTAC to establish a publically available pay schedule that included steps within salary ranges. Up until that point, the WCCTAC Director had discretion to adjust salaries within ranges and there were no steps. The WCCTAC Board approved a publically available pay schedule with steps on September 27, 2013.

The salary being paid to the Program Manager after July 2013 (Fiscal Year 2014), however, was slightly higher than the top step in the Board-approved pay schedule for that position. This

inconsistency is the basis for Finding #3. The cost of living adjustment in July 2014 (for Fiscal Year 2015) was enough to bring this employee's salary back into the official salary range.

In order to reconcile the discrepancy between actual payroll and the publically available pay schedule in Fiscal Year 2014, the Board will need to approve a pay schedule for Fiscal Year 2014 that includes an extra top step. That top step will correspond to the Program Manager's actual pay rate in Fiscal Year 2014. This change will not result in any additional pay and will have no budget impact.

Likewise, the salary being paid to the Administrative Clerk after July 2013 (Fiscal Year 2014) was higher than the top step of the Board-approved salary range for that position. This inconsistency is the basis for Finding #4. Since the raise was retroactive to January 1, 2013, the employee earned above the official salary range in Fiscal Year 2013 as well. In Fiscal Year 2015, the problem resolved itself when the Administrative Clerk was reclassified to an Administrative Assistant, with a new salary range approved by the Board.

In order to reconcile the discrepancy between payroll and the official salary range in both Fiscal Years 2013 and 2014 for the Administrative Clerk, the Board will need to approve new salary ranges for those years. They that include a higher top end of the range for Fiscal Year 2013 (since there were no steps) and an extra top step for Fiscal Year 2014. Again, this will not result in any addition pay and will not have a budget impact.

The pay schedules are included as Attachment A. Only Fiscal Years 2013 and 2014 need to be revised. More recent pay schedules are included because CalPERS request that pay schedules be publically adopted by the Board each year. As a result, staff is retroactively including Fiscal Years 2014 and 2015 pay schedule along with the upcoming Fiscal Year 2017. These pay schedules have been available on the WCCTAC website and reflect Board direction on cost-of-living adjustment or other changes, but were not formally adopted as stand-alone items.

Attachments

- A. Monthly Salary Schedules for Fiscal Years 2013-2017
- B. Resolution No. 16-01

West Contra Costa Transportation Advisory Committee

Monthly Salary Schedule

Based on 1,950 hours annually

Fiscal Year 2012-2013 (*Effective July 1, 2013, Revised June 24, 2016*)

Job Class	Ranges
Executive Director	9,831 – 12,197
TDM Program Manager	4,786 – 8,692
Project Manager	6,530 – 8,620
Administrative Clerk	3,060 – 4,397

Fiscal Year 2013-2014 (*Effective July 1, 2014, Revised June 24, 2016*)

Job Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Executive Director	10,276	10,790	11,329	11,896	12,491	13,115	13,771
TDM Program Manager	6,982	7,331	7,697	8,082	8,486		
Project Manager	6,982	7,331	7,697	8,082	8,486	8,592	
Administrative Clerk	3,489	3,663	3,846	4,039	4,241	4,397	

Fiscal Year 2014-2015 (*Effective July 1, 2015*)

Job Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Executive Director	10,523	11,049	11,601	12,182	12,790	13,430	14,102
TDM Program Manager	7,150	7,507	7,882	8,276	8,690		
Project Manager	7,150	7,507	7,882	8,276	8,690		
Administrative Clerk	4,288	4,519	4,750	4,981	5,212		

Fiscal Year 2015-2016 (Effective July 1, 2015)

Job Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Executive Director	10,786	11,325	11,891	12,487	13,110	13,766	14,455
TDM Program Manager	7,329	7,695	8,079	8,483	8,907		
Project Manager	7,329	7,695	8,079	8,483	8,907		
Administrative Clerk	4,399	4,636	4,873	5,110	5,347		

Fiscal Year 2016-2017 (Effective July 1, 2016)

Job Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Executive Director	11,110	11,665	12,248	11,862	13,503	14,179	14,889
TDM Program Manager	7,549	7,926	8,321	8,737	9,174		
Project Manager	7,549	7,926	8,321	8,737	9,174		
Administrative Clerk	4,531	4,775	5,019	5,263	5,507		

WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE

RESOLUTION 16-01

ADOPTION OF PAY SCHEDULES

WHEREAS, the West Contra Costa Transportation Advisory Committee ("WCCTAC") is a joint exercise of powers authority formed pursuant to Government Code Section 6500, et. seq. by and between the City of El Cerrito, the City of Hercules, the City of Pinole, the City of Richmond, the City of San Pablo, Contra Costa County, Alameda-Contra Costa Transit District ("AC Transit"), San Francisco Bay Area Rapid Transit ("BART"), and West Contra Costa Transit Authority ("WestCAT"); and

WHEREAS, WCCTAC contracted with the California Public Employee Retirement System (CalPERS) for retirement benefits; and

WHEREAS, one of the requirements of the CalPERS system is that WCCTAC must have a publicly adopted and available pay schedule; and

WHEREAS, the WCCTAC Board approved a pay schedule for Fiscal Year 2014 on September 27, 2013; and

WHEREAS, the pay schedule continued to be used and updated by staff based on Board actions such as cost-of-living adjustments, and has been included on the WCCTAC website; and

WHEREAS, an audit conducted by the CalPERS identified a discrepancy between actual pay rates and the pay schedule for Fiscal Years 2013 and 2014; and

WHEREAS, CalPERS recommended an adjustment to the pay schedule for Fiscal Years 2013 and 2014 to establish consistency between pay rates and pay schedules; and

WHEREAS, to comply with a CalPERS recommendation for best practices, existing pay schedules for Fiscal Years 2015, 2016 and 2017 should also be officially approved by the WCCTAC Board.

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Board of Directors of WCCTAC adopts a Revised Publicly Available Pay Schedule as shown in the attached Exhibit A which is incorporated herein by reference and is effective for Fiscal Year 2013, which began on July 1, 2012 through Fiscal Year 2017 which ends on June 30, 2017.

The foregoing Resolution was adopted by the WCCTAC Board at a regular meeting on June 24, 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By _____
Sherry McCoy, Chair

Attest

John Nemeth, Executive Director

Approved as to Form:

Kristopher J. Kokotaylo, General Counsel



TO: WCCTAC Board

DATE: June 24, 2016

FR: Leah Greenblat, Project Manager

RE: Subregional Transportation Mitigation Program (STMP) Cooperative Funding Agreement with City of El Cerrito

REQUESTED ACTION

Authorize WCCTAC's Executive Director to execute a cooperative funding agreement to expend Subregional Transportation Mitigation Program (STMP) funds for the City of El Cerrito's Ohlone Greenway BART Station Area Access, Safety and Placemaking Improvement Project.

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. At the May 2016 meeting, the Board approved agreements with the Cities of Richmond and Hercules. WCCTAC's legal counsel has reviewed the attached agreement with the City of El Cerrito.

Staff requests that the Board authorize the WCCTAC Executive Director to execute the attached cooperative funding agreement with the City of El Cerrito.

Attachments:

- A. Cooperative Funding Agreement with the City of El Cerrito to fund its Ohlone Greenway BART Station Area Access, Safety and Placemaking Project.

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

**Ohlone Greenway BART Station Area Access, Safety and Placemaking Improvement
Project**

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

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

RECITALS

WHEREAS, the members of WCCTAC signed a Master Cooperative Agreement pertaining to the 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 **March 25, 2016** meeting, the WCCTAC Board of Directors approved an appropriation of **three hundred thousand dollars (\$300,000)** 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 **three year anniversary of the Effective Date**, and Agency shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended. The time provided to Agency to complete the services required by this Agreement shall not affect WCCTAC's right to terminate the Agreement.
- 1.3 Standard of Performance.** Agency shall perform or cause to be performed all services required in Exhibit A according to the standards observed by a competent practitioner of the profession in which Agency's consultants or contractors are engaged.
- 1.4 Assignment of Personnel.** Agency shall retain only competent personnel to perform the Project to this Agreement. In the event that WCCTAC, in its sole discretion, desires the reassignment of any such persons, Agency shall, upon receiving notice from WCCTAC, of such desire of WCCTAC, reassign such person or persons.
- 1.5 Time is of the Essence.** Time is of the essence. Agency shall devote such time to the performance of the Project pursuant to this Agreement as may be reasonably necessary to timely finish the Scope of Work, 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 **three hundred thousand dollars**, (\$300,000) 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 costs. In no event shall expenses be advanced by WCCTAC to the Agency. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.6 Payment of Taxes.** Agency and its contractors and consultants are solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

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

SECTION 3 GENERAL PROVISIONS

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

set forth in Section 2.1, the Parties agree that they shall meet to revise 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 the Project is substantially complete. Agency shall be responsible for filing the appropriate notice of completion for the Project and shall provide a copy to WCCTAC for its records.
- 3.3 Alternative Dispute Resolution.** All disputes that arise in connection with interpretation or performance of the Agreement shall first attempted to be resolved informally by the Parties. If not resolved, prior to instituting legal action, the Parties agree to participate in mediation with a mediator jointly selected by the Parties. If the dispute is not resolved by mediation, then the Parties will retain any and all remedies that they otherwise would have at law or equity.
- 3.4 Termination.** This Agreement shall be subject to termination as follows:
- a. Either Party may terminate this Agreement at any time for cause pursuant to a power created by the Agreement or by law, other than for breach, by giving written notice of termination to either Party, which notice shall specify both the cause and the effective date of termination. Notice of termination under this provision shall be given at least ninety (90) days before the effective date of such termination. All obligations that are still executory will be discharged but any right based upon prior breach or performance shall survive.
 - b. This Agreement may be terminated by a Party for breach of any obligation, covenant, or condition by the other Party, upon notice to the breaching Party. With respect to any breach that is reasonably capable of being cured, the breaching Party shall have thirty (30) days from the date of the notice to initiate steps to cure. If the breaching Party diligently pursues cure, such Party shall be allowed a reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted by the non-breaching Party. On termination, the non-breaching Party retains the same rights as a Party exercising its right to terminate under the provisions of Section 3.4, except that the non-breaching Party also retains any remedy for breach of the whole contract or any unperformed balance.
 - c. By mutual consent of both Parties, this Agreement may be terminated at any time.
 - d. This Agreement may be terminated by WCCTAC if funding for Agency's Project is no longer available by operation of law, or by action taken by the WCCTAC Board of Directors to reallocate funds.

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

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

3.7 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:

Scott Hanin, City Manager
City of El Cerrito
10890 San Pablo Avenue
El Cerrito, CA 94530

- 3.8 Additional Acts and Documents.** Each Party agrees to do all such things and take all such actions, and to make, execute, and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent, and purpose of this Agreement.
- 3.9 Integration.** This Agreement represents the entire agreement of the Parties with respect to the subject matter. No representations, warranties, inducement, or oral agreements have been made by any of the Parties except as expressly set forth in this Agreement.
- 3.10 Governing Law.** The laws of the State of California shall govern this Agreement. Agency and any consultants and contractors shall comply with all laws, including, but not limited, all statutes, regulations, local ordinances, and decisional authority, applicable to the Scope of Work hereunder. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Agency and any subcontractors shall comply with all applicable rules and regulations to which WCCTAC is bound by the terms of such fiscal assistance program.
- 3.11 Amendment.** This Agreement may not be changed, modified, or rescinded except by the written approval 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 Attorney's Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

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

3.19 Counterparts. This Agreement may be executed in counterparts.

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

City of El Cerrito

**West Contra Costa Transportation
Advisory Committee**

Scott Hanin, City Manager

John Nemeth, Executive Director

Approved as to Form:

Approved as to Form:

Sky Woodruff, City Attorney

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: *Category 11: Del Norte Area Transit Oriented Development Public Improvements*
5. To use the STMP funds *for construction of the City of El Cerrito Ohlone Greenway BART Station Area Access, Safety and Placemaking Improvement (Ohlone ASP) Project*
6. To produce or complete *improvements to mixed-use path, landscape, streetscape and public access along the well-utilized Ohlone Greenway (on BART and City property) and on adjacent streets. The project will widen and enhance the existing mixed-use path and adjacent shoulders, install and enhance crosswalks, formalize clear pedestrian desire lines, and establish "high use pedestrian zones" on the adjacent streets with new striping, special pavement, curb bulb-outs, improved signage and rapid rectangular flashing beacons. On eastbound Hill Street, the project will also convert a through lane to a right-only lane and add a pedestrian bulb-out at the entrance to the Safeway Store to increase pedestrian safety, reduce conflicts between all modes of travel, and improve intersection operations. Placemaking elements such as native landscaping, seating and lighting will also be included to establish a strong sense of place at these transportation gateways to the community. Finally, as a part of this project, the existing Ohlone Greenway surveillance system will be upgraded and expanded near and between the two BART Stations to improve security along the Greenway.*
7. To complete the over-all project based on the following initial schedule for the project:

<i>Advertise Construction</i>	<i>Summer 2016</i>
<i>Award Contract</i>	<i>Fall 2016</i>
<i>Construction Begin</i>	<i>Winter 2016</i>
<i>Construction Complete</i>	<i>Summer 2017</i>
<i>Project Close-Out</i>	<i>Spring 2018</i>
8. To complete the STMP-funded portion of the project based on the estimated completion date of *March 31, 2018.*



TO: WCCTAC Board

DATE: June 24 , 2016

FR: John Nemeth, Executive Director

RE: Agreement with the Staffing Solutions Group for Accounting Services

REQUESTED ACTION

Staff recommends approval of Resolution No. 16-02, which approves an agreement with The Staffing Solutions Group for accounting services.

DISCUSSION

In mid-2013, the WCCTAC Interim Executive Director brought on part-time accounting services, through Robert Half & Associates. The primary goal was to complete Fiscal Year 2011, 2012 and 2013 audits, which were behind schedule, and to assist WCCTAC with benefits administration, financial reporting, and general accounting functions. Through Robert Half & Associates, for the last three years, an accountant has assisted WCCTAC periodically with these activities.

However, the accountant relocated out of the area and began full time employment elsewhere. This has made it challenging for WCCTAC to continue with this relationship. As a result, WCCTAC has pursued other options for providing accounting services. Staff is now proposing to use the services of Paula Troy through The Staffing Solutions Group. Ms. Troy has provided part time services for another Regional Transportation Planning Committee (TRANSPAC), is familiar with public sector practices, and has specialized local knowledge, such as CCTA's invoicing requirements.

Ms. Troy would provide part-time accounting assistance, help with financial audits, and assist with improving accounting and financial functions at WCCTAC. She would work several hours per week for WCCTAC on average, with a billing rate of \$52.00 (including overhead). This rate is considerably lower than the hourly rate previously paid to Robert Half & Associates. The one-year agreement is not to exceed \$20,000.

Attachments

- A. Agreement with The Staff Solutions Group
- B. Resolution 16-02

CONSULTING SERVICES AGREEMENT BETWEEN
THE WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE
AND
THE STAFFING SOLUTIONS GROUP

This Agreement for consulting services is made by and between the between the West Contra Costa Transportation Advisory Committee, a Joint Powers Agency existing under the laws of the State of California, (“WCCTAC”) and The Staffing Solutions Group, a limited liability company, with offices located at 3478 Buskirk Ave., Suite 110, Pleasant Hill, CA 94523 (“Consultant”), (together referred to as the “Parties”) as of June 24, 2016 (the “Effective Date”).

Section 1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to WCCTAC the services 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.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 24, 2017, and Consultant 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 8. The time provided to Consultant to complete the services required by this Agreement shall not affect WCCTAC’s right to terminate the Agreement, as referenced in Section 8.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that WCCTAC, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from WCCTAC of such desire of WCCTAC, reassign such person or persons.

1.4 Time is of the Essence. Time is of the essence. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant’s obligations hereunder.

Section 2. COMPENSATION. WCCTAC hereby agrees to pay Consultant a sum not to exceed Twenty Thousand Dollars (\$20,000), notwithstanding any contrary indications that may be contained in Consultant’s proposal for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant’s proposal, attached as Exhibit A, regarding the amount of compensation, the

Agreement shall prevail. WCCTAC shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from WCCTAC to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to WCCTAC in the manner specified herein. Except as specifically authorized by WCCTAC in writing, Consultant shall not bill WCCTAC for duplicate services performed by more than one person.

Consultant and WCCTAC acknowledge and agree that compensation paid by WCCTAC to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. WCCTAC therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, and the balance available under the Agreement
- At WCCTAC's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;

2.2 Monthly Payment. WCCTAC shall make payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. WCCTAC shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. Reserved.

2.4 Total Payment. WCCTAC shall pay for the services to be rendered by Consultant pursuant to this Agreement. WCCTAC shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. WCCTAC shall make no payment for any extra, further, or additional service pursuant to this Agreement.

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

2.5 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit B, the Agreement shall prevail.

2.6 Reimbursable Expenses. Reserved.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 Payment upon Termination. In the event that WCCTAC or Consultant terminates this Agreement pursuant to Section 8, WCCTAC shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 Authorization to Perform Services. Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. WCCTAC shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

WCCTAC shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while working with WCCTAC employees and reviewing records and the information in possession of WCCTAC. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of WCCTAC. In no event shall WCCTAC be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to WCCTAC of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to WCCTAC. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to WCCTAC. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

4.1 Required Coverage. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

<u>COVERAGE</u>	<u>TYPE OF INSURANCE</u>	<u>MINIMUM LIMITS</u>
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence; Bodily Injury and Property Damage \$2,000,00 in the aggregate; Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence; Any Auto; Bodily Injury and Property Damage; Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer shall waive all rights of subrogation against WCCTAC and

		its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 policy aggregate; Any deductible or self-insured retention shall not exceed \$150,000 per claim

4.2 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until three (3) years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement

b. All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: West Contra Costa Transportation Advisory Committee, its Board of Directors, and all WCCTAC officers, agents, employees, volunteers and representatives.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects WCCTAC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by WCCTAC, its officers, officials, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute with it.

d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to WCCTAC.

e. **Certificates of Insurance:** Before commencing operations under this Agreement, Consultant shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to WCCTAC, evidencing that all required insurance coverage is in effect. WCCTAC reserves the rights to require Consultant to provide complete, certified copies of all required insurance policies.

f. **Subcontractors:** Consultant shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each

subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

i. The retroactive date of the policy must be shown and must be before the date of the Agreement.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

iii. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of three (3) years after completion of work under this Agreement.

iv. A copy of the claim reporting requirements must be submitted to WCCTAC for review prior to the commencement of any work under this Agreement.

4.3 All Policies Requirements.

a. Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII. Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to WCCTAC. Acceptance of Consultant's insurance by WCCTAC shall not relieve or decrease the liability of Consultant hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of Consultant. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Consultant.

b. Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of WCCTAC for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of WCCTAC, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects WCCTAC, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to WCCTAC guaranteeing payment of losses and related investigations, claim administration and defense expenses.

c. Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

d. Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss.

Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.

4.4 Remedies. In addition to any other remedies WCCTAC may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, WCCTAC may, at its sole option exercise any of the following remedies, which are alternatives to other remedies WCCTAC may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall indemnify, defend with counsel acceptable to WCCTAC, and hold harmless WCCTAC and its officers, officials, employees, agents and volunteers 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 Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of WCCTAC.

Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by WCCTAC, unless this time has been extended by WCCTAC. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by WCCTAC, may be retained by WCCTAC until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a “construction contract” as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of WCCTAC, Consultant shall indemnify, defend, and hold harmless WCCTAC for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of WCCTAC.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of WCCTAC. WCCTAC shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise WCCTAC shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other WCCTAC, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by WCCTAC, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of WCCTAC and entitlement to any contribution to be paid by WCCTAC for employer contributions and/or employee contributions for PERS benefits.

6.2 Consultant Not an Agent. Except as WCCTAC may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of WCCTAC in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind WCCTAC to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors

shall comply with all applicable rules and regulations to which WCCTAC is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Consultant represents and warrants to WCCTAC that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to WCCTAC that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.

7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. WCCTAC may cancel this Agreement at any time and without cause upon written notification to Consultant. Consultant may cancel this Agreement upon thirty (30) days' written notice to WCCTAC and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; WCCTAC, however, may condition payment of such compensation upon Consultant delivering to WCCTAC any or all work product, including, but not limited to documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or WCCTAC in connection with this Agreement.

8.2 Extension. WCCTAC may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

8.4 Assignment and Subcontracting. WCCTAC and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to WCCTAC for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between WCCTAC and Consultant shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, WCCTAC's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that WCCTAC would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, 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 Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of WCCTAC. Consultant hereby agrees to deliver those documents to WCCTAC upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for WCCTAC and are not necessarily suitable for any future or other use. WCCTAC and Consultant agree that, until final approval by WCCTAC, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 Consultant's Books and Records. Consultant 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 Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of 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 10 MISCELLANEOUS PROVISIONS.

10.1 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.

10.2 Dispute Resolution. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, WCCTAC and Consultant agree to resolve the dispute in accordance with the following:

10.2.1 Each party will designate a senior management or executive level representative to negotiate the dispute. Through good faith negotiations, the representatives will attempt to resolve the dispute by any means within their authority.

10.2.2 If the dispute remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by mediation through a disinterested third person as mediator selected by both Parties. Mediation will begin within thirty (30) days of the selection of this disinterested third party, and will end fifteen (15) days after commencement. The Parties shall equally bear the costs of any mediator, and shall bear their own attorney's fees for the mediation.

10.2.3 The alternative dispute resolution process in this section is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code Section 900, *et. seq.*

10.3 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.

10.4 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.5 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.

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.7 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.8 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of WCCTAC or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any WCCTAC official in the work performed pursuant to this Agreement. No officer or employee of WCCTAC shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of WCCTAC. If Consultant was an employee, agent, appointee, or official of WCCTAC in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse WCCTAC for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.9 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.10 Contract Administration. This Agreement shall be administered by WCCTAC Executive Director ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator.

10.10 Notices. Any written notice to Consultant shall be sent to:

[INSERT CONSULTANT CONTACT INFORMATION HERE]

Any written notice to WCCTAC shall be sent to:

John Nemeth,
Executive Director
WCCTAC

6333 Potrero Avenue, Suite 100
El Cerrito, CA 94530

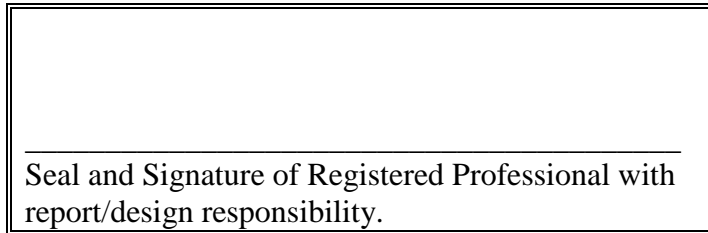
with a copy to

Kristopher J. Kokotaylo,
General Counsel

Meyers Nave

555 12th Street, Suite 1500
Oakland, CA 94607

10.11 Professional Seal. Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



10.12 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, represents the entire and integrated agreement between WCCTAC and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services
Exhibit B Payment Schedule

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

WCCTAC

CONSULTANT

JOHN NEMETH, EXECUTIVE DIRECTOR

[NAME / TITLE]

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO, General Counsel

EXHIBIT A
SCOPE OF SERVICES

Through The Staffing Solutions Group, Paula Troy will provide the following services for WCCTAC:

- General accounting assistance
- Assistance with annual financial audits
- Assisting with streamlining or improving accounting procedures
- Assistance with improving TDM billing procedures, and CCTA invoicing
- Financial reporting
- Other relevant duties that improve accounting, budgeting or financial management activities at WCCTAC

EXHIBIT B
COMPENSATION SCHEDULE

Employee	Hourly Rate	Hourly Rate with Staffing Solutions overhead
Paula Troy	\$40.00	\$52.00

This Page Intentionally Blank

**WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE
RESOLUTION NO. 16-02**

**AWARDING A CONSULTING SERVICES CONTRACT TO THE STAFFING
SOLUTIONS GROUP FOR ACCOUNTING SERVICES AND AUTHORIZING THE
WCCTAC EXECUTIVE DIRECTOR TO EXECUTE THE CONTRACT IN A FORM
APPROVED BY GENERAL COUNSEL, IN THE AMOUNT NOT TO EXCEED
TWENTY THOUSAND DOLLARS**

WHEREAS, the West Contra Costa Transportation Advisory Committee (“WCCTAC”) requires professional services of a qualified consultant to provide accounting services for various tasks on an as-needed basis (“Project”); and

WHEREAS, WCCTAC staff solicited The Staffing Solutions Group with the aim of utilizing consultant Paula Troy, an accountant with experience working with other Regional Transportation Committees; and

WHEREAS, in accordance with the California Government Code and other applicable laws, WCCTAC staff reviewed the qualifications Paula Troy and determined that Paula Troy possesses the necessary quality, fitness, capacity, experience and expertise to provide the services sought by WCCTAC; and

WHEREAS, WCCTAC staff negotiated an acceptable and fair price for the consultant’s services; and

WHEREAS, WCCTAC staff has verified that Paula Troy possesses a valid professional license that qualifies her to perform the services sought by WCCTAC.

NOW THEREFORE, BE IT RESOLVED THAT:

1. That the Board of Directors of the West Contra Costa Transportation Advisory Committee does hereby award a consulting services contract in an amount not to exceed \$20,000, conditioned upon The Staffing Solutions Group timely executing a consulting services agreement, in a form approved by WCCTAC General Counsel, and submitting all required documents, including but not limited to, all required exhibits, executed bonds (if applicable), certificates of insurance, and endorsements, in accordance with the consulting services agreement; and
2. The Board of Directors of the West Contra Costa Transportation Advisory Committee does hereby direct the Executive Director or his designee to issue a notice of award to the Staffing Solutions Group; and
3. The Executive Director is hereby authorized and directed, on behalf of the Board of Directors of the West Contra Costa Transportation Advisory Committee, to execute a consulting services agreement on behalf of the West Contra Costa Transportation Advisory Committee, in a form

approved by the General Counsel, upon timely submission by The Staffing Solutions Group of the signed agreement; and

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

The foregoing Resolution was adopted by the WCCTAC Board at a regular meeting on June 24, 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Sherry McCoy, Chair

Attest:

John Nemeth, Executive Director

Approved as to Form:

Kristopher J. Kokotaylo, General Counsel

2670659.1



TO: WCCTAC Board

DATE: June 24, 2016

FR: Leah Greenblat, Project Manager

RE: **Appointment to the CCTA's Technical Coordinating Committee (TCC)**

REQUESTED ACTION

Appoint Leah Greenblat, WCCTAC staff, to serve on the CCTA's Technical Coordinating Committee (TCC) representing WCCTAC.

BACKGROUND AND DISCUSSION

The TCC provides advice on technical matters that may come before the Authority. The committee members also act as the primary technical liaison between the Authority and the Regional Transportation Planning Committees (RTPCs). The TCC reviews and comments on draft plans, grant guidelines, and selection criteria for some funding sources. The TCC is composed of an array of technical staff members. Each RTPC appoints three members representing the planning, engineering and transportation disciplines. Other representatives also serve from transit, the City-County Engineers, Caltrans, MTC and Bay Area Air Quality Management District.

WCCTAC's current representatives are Yvetteh Ortiz (El Cerrito) and Barbara Hawkins (San Pablo). WCCTAC has one vacancy due to former Richmond employee Chad Smalley taking a new position with another agency. Additionally, Ms. Hawkins has served for the past year and has indicated her interest in stepping down.

The WCCTAC TAC on two occasions discussed filling the current vacancy. As of this writing, no staff members from member agencies have volunteered. WCCTAC staff confirmed with CCTA staff that RTPC staff are eligible to serve on the TCC. The WCCTAC TAC agreed to recommend for the Board's consideration Leah Greenblat to serve as one of the three WCCTAC representatives to the TCC.

WCCTAC still needs to identify one additional staff person to serve on the TCC to fill Ms. Hawkins's position.

This Page Intentionally Blank



TO: WCCTAC Board

DATE: June 24, 2016

FR: John Nemeth, Executive Director

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

REQUESTED ACTION

Approve Resolution 16-03: FY 2017 Work Program, Budget, and Member Agency Dues.

DISCUSSION

On May 27, 2016, the WCCTAC Board approved the subject documents for circulation and review by member agencies. Staff did not receive any comments, and the documents have remained unchanged from the drafts that were previously brought to the Board.

The Board chose to circulate draft documents with a continued assumption of a dues discount for WestCAT in the upcoming fiscal year, but noted that the issue could be revisited when the dues schedule was finalized. If the Board chooses to leave the discount in place, it could more fully consider the dues issue at a later date but prior to the next budget cycle.

Attachments:

A: Resolution 16-03

B: FY 2017 Work Program

C: FY 2017 Budget

D: FY 2017 Member Agency Dues Schedule

This Page Intentionally Blank

WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE

RESOLUTION 16-03

ADOPTION OF FY 2017 WORK PROGRAM, BUDGET, AND MEMBER DUES

WHEREAS, the West Contra Costa Transportation Advisory Committee (“WCCTAC”) is a joint exercise of powers authority formed pursuant to Government Code Section 6500, et. seq. by and between the City of El Cerrito, the City of Hercules, the City of Pinole, the City of Richmond, the City of San Pablo, Contra Costa County, Alameda-Contra Costa Transit District (“AC Transit”), San Francisco Bay Area Rapid Transit (“BART”), and West Contra Costa Transit Authority (“WestCAT”); and

WHEREAS, the WCCTAC Joint Exercise of Powers Agreement (“Agreement”) authorizes WCCTAC to: annually adopt a work program along with a budget setting forth all operational expenses, together with an apportionment of expenses allocated to each member agency; make and enter into contracts; apply for and accept grants; develop and administer the Transportation Demand Management (“TDM”) Program; and act as fiscal agent for the Subregional Transportation Mitigation Fee Program (“STMP”); and

WHEREAS, the FY 2017 proposed work program, budget and member agency dues were circulated for review by the member agencies, and all comments received were duly noted and addressed.

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Board of Directors of WCCTAC adopts the FY 2017 work program, budget, and member agency dues, and as shown in the attachments, which are incorporated herein by reference.

The foregoing Resolution was adopted by the WCCTAC Board at a regular meeting on June 24, 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Sherry McCoy, Chair

Attest:

John Nemeth, Executive Director

Approved as to Form: _____
Kristopher J. Kokotaylo, General Counsel

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.

WCCTAC FY 2016-2017 DRAFT FINAL 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 FINAL 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	
Financial and IT Services	23,460	17,250	17,250	19,253	19,830	
Audit	7,425	11,000	11,000	9,570	11,000	
Attorney Services	11,686	16,000	16,000	19,987	18,000	
Web Site Overhaul	9,207			6,985	-	
Accounting Services	4,167	6,000	6,000	3,898	7,800	
Recruitment Costs	469	-	-	155	-	
Office Move	2,687	-	-	-	-	
Other	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)
Contingency	9,507	10,000	10,000	4,862	10,000	
Reserve for equipment	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 FINAL 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 FINAL 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 FINAL 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).

This Page Intentionally Blank

DRAFT FINAL

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

This Page Intentionally Blank



TO: WCCTAC Board

DATE: June 24, 2016

FR: Joanna Pallock, Project Manager

RE: Accessible Transportation Study for West Contra Costa

REQUESTED ACTION

Authorize staff to issue a Request for Proposals to conduct an Accessible Transportation Study for West Contra Costa County, using \$75,000 from Measure J Program 20 and 28b funds.

DISCUSSION

Background

In 2009, Measure J established the funding category *Transportation Services for Seniors and People With Disabilities* (Program 15) which was a continuation of the Measure C funding of local city and ADA paratransit programs. Measure J also added new funding category that set aside funding for "Additional *Transportation Services for Seniors and People With Disabilities*". This second category is referred to as Program 20. In West Contra Costa, five operators are eligible for these Program 20 funds. The operators fall into two categories of service providers:

1. Agencies mandated to provide ADA-compatible paratransit (ADA providers)
 - WestCAT
 - East Bay Paratransit Consortium (EBPC) – representing BART And AC Transit
2. Local providers of senior and paratransit services (City providers/non-ADA providers)
 - City of El Cerrito
 - City of Richmond
 - City of San Pablo

The original intent of Measure J Program 20 funds were to encourage new services, and initially, the staff and the WCCTAC Board concluded that a study would help to identify these services. However, the Great Recession made it difficult for existing operators to maintain their base-level of services. As a result, the CCTA formally amended the Measure J Expenditure Plan in 2011 to allow Program 20 funds to be applied towards existing services. At the time of adoption of this amendment, the WCCTAC Board requested that staff return in a few years to discuss the future of Program 20 funds and consider returning to the original intent of the Measure J Expenditure Plan.

Rationale for Doing a Study Now

Now is a good time to evaluate West County's existing senior and disabled services for a variety of reasons. First, the Great Recession is over, and a re-examination of our services is consistent with the WCCTAC Board's direction from 2011.

Secondly, all transportation agencies - including local service providers, WCCTAC, and CCTA - have an interest in ensuring that we are using Measure J funds as effectively as possible and are providing the best array of services.

Lastly, the landscape for senior and disabled services is evolving. Changes in the health care sector, such as the consolidation of healthcare services, have impacted travel patterns for seniors and the disabled. The provision and operation of the transportation services has also evolved, with an increasing role of non-profits and even some private sector providers offering non-ADA services.

Draft Scope of Work for a Study

Attachment A is a Draft Scope of Work for the Accessible Transportation Study. The intent of the study is to:

1. Collect relevant data on all services and related information for each ADA and non-ADA city operator in West County funded under Measure J;
2. Evaluate where West County residents are seeking medical services (both emergency and non-emergency).
3. Collect information on what is working and where there are gaps or inefficiencies; this includes interviews with providers, hospitals, clinics, dialysis centers, stakeholders and individuals. Outreach is timely and costly but the audiences for this collection of information are easily identifiable and accessible (senior centers, care facilities, task force groups, medical facilities, etc.).
4. Provide the WCCTAC Board with a draft and final report including a summary of the analysis and recommendations for new services, service re-alignments and/or proposed service enhancements.

Study Funding Proposal

WCCTAC staff, working with CCTA staff and local service providers have estimated that a study with the scope described above, would cost approximately \$75,000. Similar studies in other parts of the Bay Area helped to inform this estimate. Staff's proposal is to use \$25,000 of unexpended FY14-15 Measure J Program 20 funds. Additionally, staff proposes to use \$50,000 of Program 28b funds, the flexible Measure J *Subregional Transportation Needs* category. By the end of June 2016, the available program balance for the Program 28b will be approximately \$492,000.

Study Development and Support

To develop the draft scope for the Study, WCCTAC staff organized a West County Mobility Management Group in 2015 and has been meeting with that group regularly. This group consists of staff representatives from the city non-ADA paratransit programs, transit staff from

the two ADA providers in West County, local non-profits, CCTA staff, County staff and anyone interested in helping improve services for seniors and people with disabilities. CCTA staff also encouraged this study and provided input on the scope. WCCTAC and CCTA staff also brought the scope and study concept to the WCCTAC TAC earlier this month and received their comments and support.

Next Steps

If the WCCTAC Board concurs with the staff recommendation, WCCTAC staff would develop and issue a Request for Proposals (RFP) seeking consultant services to undertake the plan's development. A review panel, made up of key stakeholders, will evaluate the submitted proposals and identify the best candidate based on criteria established by the Mobility Management Group. The criteria will be developed prior to the issuance of the RFP. WCCTAC staff will work with the preferred candidate to develop a draft proposal and then bring that proposal to the WCCTAC Board for its approval. Staff anticipates that the study would begin in Fall 2016 with a draft final report in Spring 2017.

Attachment A – Draft Scope of a West County Accessible Transportation Study

This Page Intentionally Blank

DRAFT SCOPE OF WORK

West County

Accessible Transportation Study

Introduction

Measure J's Program 20 funds (*Additional Transportation Services for Seniors and People With Disabilities*) were originally intended to fund new services for this community. Due to impacts from the Great Recession, these funds were re-purposed and applied towards supporting existing services. As the region moves out of this recession, now is an opportunity to re-examine existing services to evaluate whether these Measure J funds are being used as effectively as possible and whether agencies are providing the best array of services for current and future conditions. With the analysis and recommendations from this proposed study, West County seeks to improve its ability to garner funds for implementing accessible transportation improvements.

1. Final Scope

Collaboratively develop a final scope, budget by task, work plan, and schedule for the study that also delineates the roles and responsibilities of the prime consultant, its sub-consultants, and other study participants. Provide WCCTAC with a list of data and information that will be needed to complete the study.

Deliverable #1 – Final scope, budget by tasks, schedule, work plan, and list of data needs.

2. Evaluation of Existing ADA and Non-ADA Service Network in West County

Document the existing Measure J funded ADA and non-ADA services and programs in West County that will include all elements of operations including but not limited to: hours of operations, fares, services offered, ridership data, staffing model, historic practices, vehicle inventory, communications and outreach practices, rider assessments, driver training schedule, maintenance costs, rider enrollment and data base maintenance, contracts for additional services, and organizational structure. Consultant will work with CCTA, WCCTAC and the operators to collect and confirm data.

Deliverable #2 – Technical Memorandum #2 – Evaluation of Measure J funded non-ADA and ADA Service Network including maps, boundary details and any current written or informal agreements between parties for outside boundary service pick-up and drop-off.

3. Analysis of Medical Travel Markets and Gaps in Service

Identify healthcare clinics, medical hospitals, dialysis centers, and medical offices serving West County residents and review how senior and disabled residents are getting to and from appointments at these locations. Ascertain current impacts of wait times in Emergency Rooms, diversion practices of ambulance services, and all relevant data on medical service

trips. Consider how these trends may evolve in the future. Tie together this deliverable with the public outreach efforts in #4.

Deliverable #3 – Technical Memorandum #3 on Travel Markets to Access Medical Services in and around West County

4. Public Participation

Develop a low-cost public participation strategy plan that gathers feedback on current service strengths and weakness from a variety of sources including: providers, users, potential users and other stakeholder.

4.1. Public Outreach Efforts

The consultant should work with WCCTAC and the West County Mobility Management Group in the preparation and dissemination of public materials. Additionally the consultant should arrange and manage planning and execution of outreach efforts. Public outreach efforts could include surveys, workshops, or other suggested approaches. The consultant will document all feedback with summaries that include photos, results of any exercises, and comments from the meeting participants.

4.2 Coordination with Member Agencies

The consultant will need to provide study updates and solicit input from WCCTAC Mobility Management Group, TAC and Board at key milestones in the study process.

Deliverable # 4 – Memo with Summary of Outreach Efforts. Manage all outreach efforts and create outreach materials as needed. Summary reports delivered summarizing findings.

5. Conceptual Enhancements and Possible Efficiencies

After completing the tasks listed above, the consultant will prepare a document showing where existing services are meeting current needs, where existing services could be enhanced, what services could be added to create greater efficiencies, what services are needed to address future demand and finally, a summary of what was learned from efforts 1-4 above.

This task includes estimating the costs of implementing key enhancements and efficiencies discussed in prior Technical Memorandum. Using costs for similar projects, preferably within the region, develop planning-level rough-order-of-magnitude capital and operating cost estimates for use in evaluation and screening of conceptual alternatives.

Deliverable #5 – Technical Memorandum #5 – Conceptual Enhancements and Possible Efficiencies

6. Implementation Strategy

The consultant should develop a strategy for implementing recommendations that include prioritizing desired improvements, determining roles – which organization is best suited for particular improvements and identifying the timeframe for implementing improvements – short, medium, long. Additionally, the implementation strategy should include a discussion on possible funding opportunities for implementing recommended improvements.

Deliverable #6 – Technical Memorandum #6 – Implementation Strategy

7. Produce draft and final report

Prepare a Draft Final Report and a subsequent Final Report that present concise, readable, results that are visually engaging, reflective of the technical findings, and summarizes the results of the public outreach and the processes involved to obtain the results. Draft reports will need to be reviewed by the WCCTAC Mobility Management Group, TAC and Board.

Deliverables #7 – Draft Final Report and Final Report

This Page Intentionally Blank



El Cerrito

June 6, 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 May 27, 2016, took the following actions that may be of interest to CCTA:

San Pablo

Approved Sub regional Transportation Mitigation Program (STMP) Funds

The WCCTAC Board approved funding agreements for two regionally-beneficial projects in Richmond and Hercules using STMP funds. They include:

Contra Costa
County

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

AC Transit

BART

Approved FY 17 Measure J Program 20b and Program 19b funds

The WCCTAC Board approved the FY 2017 Measure J claims for Program 19b *Additional Bus Service Enhancements* and Program 20b *Additional Transportation for Seniors and People with Disabilities*.

WestCAT

West County High Capacity Transit Study

The Board received a presentation from the consultant team working on the West County High Capacity Study, who recently completed the first round of public outreach and a technical evaluation of eight alternatives. The Board selected four alternatives, and portions of a fifth, to move forward for further evaluation and refinement.

Draft Fiscal Year 17 Work Program, Budget and Dues

The Board received a presentation highlighting the agency accomplishments in FY 16, along with the proposed work program, budget, and member dues for FY17. The Board approved the release these drafts for public and member agency review. The June WCCTAC Board meeting will include an agenda item to approve the final FY 17 work program, budget and dues.

Transportation Expenditure Plan (TEP) Update

Staff provided a brief status report on the Transportation Expenditure Plan (TEP) to the Board. Staff announced that CCTA staff would be bringing the TEP to local jurisdictions for their review and approval. Staff also mentioned that it would distribute CCTA's schedule for these meetings.

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