

El Cerrito

## MEETING NOTICE AND AGENDA

**DATE & TIME:** Friday, July 26, 2019: 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 & #72R)

Pinole

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1. **Call to Order and Self-Introductions.** *(Roy Swearingen – Vice-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 June 7, 2019 Special Board Meeting.** *(Attachment; Recommended Action: Approve).*

4. **Minutes of June 28, 2019 Board Meeting** *(Attachment; Recommended Action: Approve).*

Contra Costa  
County

5. **Minutes of July 12, 2019 Special Board Meeting.** *(Attachment; Recommended Action: Approve).*

6. **Monthly Update on WCCTAC Activities.** *(Attachment; Information Only).*

AC Transit

7. **Financial Reports.** The reports show the Agency's revenues and expenses for June 2019. *(Attachment; Information Only).*

8. **Payment of Invoices over \$10,000.** \$14,277.14 to Kimley-Horn, for consultant services for the West County Express Bus Implementation Plan.

BART

9. **Cooperative Funding Agreement with the City of Hercules providing STMP funding for the Hercules Intermodal Transit Center Project.** At its December 14, 2018 meeting, the WCCTAC Board authorized an allocation of \$750,000 in Sub-regional Transportation Mitigation Program (STMP) funds to the City of Hercules for the Hercules Regional Intermodal Transit Center, Design of 3 Phases: Railroad Bridge and Creek Realignment, Retaining Walls, and Utility Relocation Project. To formalize this arrangement, a cooperative funding agreement is needed,

WestCAT

which is included as Exhibit A to Resolution No. 19-07. *(Attachment, Recommend Action: Adopt Resolution No. 19-07 authorizing the Executive Director to execute a Cooperative Funding Agreement with the City of Hercules).*

- 10. Cooperative Funding Agreement with the City of Richmond providing STMP funding for the I-80/Central Ave. Phase 2 (Local Road Realignment) Project.** At its December 14, 2018 meeting, the WCCTAC Board authorized an allocation of \$750,000 in Sub-regional Transportation Mitigation Program (STMP) funds to the City of Richmond for the I-80/Central Avenue – Phase 2: Local Road Realignment Project. To formalize this arrangement, a cooperative funding agreement is needed which is included as Exhibit A to Resolution No. 19-08. *(Attachment, Recommend Action: Adopt Resolution No. 19-08 authorizing the Executive Director to execute a Cooperative Funding Agreement with the City of Richmond).*
  
- 11. Cooperative Funding Agreement with Contra Costa County providing STMP funding for the San Pablo Dam Road Sidewalk Gap Closure Project.** At its December 14, 2018 meeting, the WCCTAC Board authorized an allocation of \$270,000 in Sub-regional Transportation Mitigation Program (STMP) funds to Contra Costa County for the San Pablo Dam Road Sidewalk Gap Closure Project. To formalize this arrangement, a cooperative funding agreement is needed which is included as Exhibit A to Resolution No. 19-09. *(Attachment, Recommend Action: Adopt Resolution No. 19-09 authorizing the Executive Director to execute a Cooperative Funding Agreement with Contra Costa County).*
  
- 12. Fiscal Year 2019-20 Measure J 19b Funds to WestCAT and AC Transit.** Measure J Program 19b, *Additional Bus Service Enhancements*, dedicates 2.2% of total annual sales tax revenues to enhance local bus service in West County. The WCCTAC Board has a policy to apportion 80% of available funding to AC Transit and 20% to WestCAT. The operators submit claim forms annually to clarify how the funds available will be used in the upcoming year. The FY 19-20 claims are attached and staff recommends approval. WestCAT’s allocation is \$367,200 and AC Transit’s allocation is \$1,615,680. *(Attachment, Recommend Action: Approve FY 20 Measure J 19b claims for AC Transit and WestCAT).*

**REGULAR AGENDA ITEMS**

- 13. 2019 Program for Arterial System Synchronization (PASS) Update for the San Pablo Avenue Corridor.** Staff will provide a review of the recently completed, grant-funded work on traffic signal timing changes along the San Pablo Avenue corridor. *(Leah Greenblat– WCCTAC Staff; No Attachments; Recommended Action: Receive presentation; Provide direction to staff regarding future grant opportunities for weekday traffic signal timing improvements).*

14. **Potential Next Steps for San Pablo Avenue Multimodal Corridor Study.** The first phase of this study, jointly funded by the CCTA, WCCTAC and ACTC, is nearing completion. ACTC is planning, and has funded, a second phase of the project but West County's role in that Phase is not yet clear. CCTA's Deputy Director of Planning has indicated that the Authority may be able to provide \$300,000 for West County to be included in Phase 2. WCCTAC has discussed this issue with the TAC, including: what a scope should look like for additional work in West County, what that work might cost, and what budget may be available. Measure J, 28b funds could potentially be used for this effort. *(Leah Greenblat–WCCTAC Staff; Attachments; Recommended Actions: 1. Provide direction on interest in participation in the next phase for the study; 2. Indicate interest in the potential use of \$150,000 in Measure J, 28b funds for the next phase; and 3. Provide feedback on a draft Phase 2 Conceptual Scope of Work.*
  
15. **New Transportation Expenditure Plan (TEP).** The Contra Costa Transportation Authority (CCTA) released its Initial Draft TEP on the afternoon of July 11, 2019. The WCCTAC Board held a special meeting on July 12, 2019 to discuss that document. Staff gathered Board comments and passed them to the Authority via a letter, which is attached. The CCTA Commission then discussed the Initial Draft TEP at their meeting on July 17, 2019. Staff will provide a staff report to the Board under separate cover, which will include any responses from CCTA to WCCTAC's letter, and any new considerations for the WCCTAC Board. *(John Nemeth - WCCTAC Staff; Attachments; Recommended Action: Provide direction to staff).*

### **STANDING ITEMS**

16. **Board and Staff Comments.**
    - a. Board Member Comments, Conference/Meeting Reports (AB 1234 Requirement), and Announcements
    - b. Report from CCTA Representatives (*Directors Abelson & Butt*)
    - c. Executive Director's Report
  
  17. **General Information Items.**
    - a. Letter to CCTA Executive Director with June 28, 2019 Summary of Board Actions
    - b. Acronym List
  
  18. **Adjourn.** Next regular meeting is: September 27 2019 @ 8:00 a.m. in the El Cerrito City Hall Council Chambers, located at 10890 San Pablo Avenue, El Cerrito
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- In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in the WCCTAC Board meeting, or if you need a copy of the agenda and/or agenda packet materials in an alternative format, please contact Valerie Jenkins at 510.210.5930 prior to the meeting.
- If you have special transportation requirements and would like to attend the meeting, please call the phone number above at least 48 hours in advance to make arrangements.
- Handouts provided at the meeting are available upon request and may also be viewed at WCCTAC's offices.
- Please refrain from wearing scented products to the meeting, as there may be attendees susceptible to environmental illnesses. Please also put cellular phones on silent mode during the meeting.
- A meeting sign-in sheet will be circulated at the meeting. Sign-in is optional.

**West Contra Costa Transportation Advisory Committee  
Board of Directors Meeting  
Meeting Minutes: June 7, 2019**

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**MEMBERS PRESENT:** Chris Kelley, Chair (Hercules); Roy Swearingen, Vice-Chair (Pinole); Janet Abelson, (El Cerrito); Tom Butt, (Richmond); Ben Choi (Richmond); Chris Peeples (AC Transit); Aleida Chavez (WestCat); Rita Xavier (San Pablo); Lateefa Simon (BART); John Gioia (Contra Costa County)

**STAFF PRESENT:** John Nemeth, Joanna Pallock, Valerie Jenkins, Coire Reilly, Leah Greenblat

**ACTIONS LISTED BY:** Valerie Jenkins

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

**Public Comment:** Dave Campbell (Bike East Bay), articulated Bike East Bay’s support for WCCTAC’s proposed transit funding in the TEP. He also shared his thoughts on how to increase the Bike and Ped funding allocation to 10%.

**CONSENT CALENDAR:**

Motion by **Director Peeples**; seconded by **Vice-Chair Swearingen**; motion passed.

**Item #4.** Transportation Fund for Clean Air (TFCA) Work Plan

**Item #3.** Minutes of May 10, 2019 (pulled for clarification)

**REGULAR AGENDA ITEMS:**

ITEM/DISCUSSION	ACTION
<b>Item #3. Minutes of May 10, 2019 Special Board Meeting: Minutes Amendment</b>	<p>Amendment to Minutes from May 10, 2019 to reflect that <i>Director Peeples, Chair Kelley</i> and <i>Director Powers</i> agreed that allocation of funds across categories should be relatively flexible, to allow for changing trends in transportation over time.</p> <p>This point should be communicated to CCTA.</p> <p>Motion to accept amendment of minutes by <i>Director Peeples</i>; seconded by <i>Director Xavier</i>            Yes-<i>C. Kelley, R. Swearingen, J. Abelson, T. Butt, B. Choi, R. Xavier, C. Peeples, A. Chavez, J. Gioia</i>            No-none            Abstention-none  <b>Motion passed unanimously</b></p>

**Item #5 New Transportation Expenditure Plan (TEP)**

John Nemeth (WCCTAC) gave a brief overview of the most recent changes made to the TEP by CCTA

The Board discussed the return-to-source, Local Streets and Road Modernization category. *Director Peoples* argued that local trails should be eligible in this category. *Chair Kelley* noted that incorporating bike lanes sometimes require an a more general fix to a roadways. The Board agreed to keep the funding recommendation for this category at 15%

The Board then discussed the Bus Transit Enhancements category. *Vice-Chair Swearingen* stated that transit was critical for West County that bus transit improvements could be implemented in a short term timeframe. *Director Chavez* argued that the proposed 25% allocation in the TEP already felt minimal but that she could support it. The Board agreed to keep the funding proposal for this category at 25% and to keep the Express Bus Service on I-80 category at 13.3%

Regarding improvements to BART in the TEP, *Director Butt* argued that having enough flexibility to further study a BART extension would be beneficial since previous studies did not have enough details to move such a project to the next level.

*Director Gioia* stated that he would like to see the two BART funding categories collapsed into one category so that there is more flexibility on how the funding will be used. He also said that there needed to be an investment in BART because it transports large groups of people and. He also supported the idea of a category that was flexible enough to allow for further extension study.

*Vice-Chair Swearingen* supported the proposed funding level for BART of 6.4%. *Director Choi* also supported the 6.4% amount and noted that improvement to BART were important to the

public. He argued that the funding could help elevate problems with parking and first mile/last mile connections. *Director Xavier* also voiced support for a funding amount of 6.4%

*Director Simon* agreed with the idea of collapsing the two BART funding categories into a single category. She acknowledged that BART is aware of interest in expanding the BART system, but noted that such expansions could not happen soon. *Director Chavez* agreed with proposed amount of 6.4%. The Board concurred with this funding level

*John Nemeth*-WCCTAC Executive Director shared that there seems to be a lot of interest in TEP flexibility but that the Deputy CCTA Director noted that voters like specificity.

The Board agreed to a proposed funding amount of 8.4% for I-80 Interchange Improvements, 2.8% for I-580 Improvements near Richmond San Rafael Bridge, and 7.5% for Bicycle, Pedestrian and Trail Facilities

The Board discussed the Affordable Transportation for Seniors, Veterans, and People with Disabilities category. *Director Abelson* felt that the inclusion of the word “Veterans” was confusing. *Director Peoples* said that West County had lower funding for this area of transportation than Alameda County. He argued for 10% funding. The Board agreed to propose 6%

The Board discussed the Safe transportation for Youth and Students category. *Director Abelson* stated that the purpose of this funding was for disadvantaged families to have been transportation, which isn’t conveyed by the word “safe”. *Director Gioia* agreed and added that the State has increased funding for low-income youth under the Transportation for Children Program to \$14 million. The Board agreed with a proposed 4% allocation

	<p>The Board discussed the Seamless Connected Transportation Options and Reduce Emissions category. <i>Director Gioia</i> stated that this is the area that will continue to grow and change over 30 years. <i>Director Peebles</i> said that he was okay with 2.5%. <i>Vice-Chair Swearingen</i> stated that this is a very important category, and <i>Director Choi</i> shared that he would like to see this funding category increased to 3-3.5%. The Board agreed on a proposed 3.5% allocation.</p> <p>The Board discussed the Major Streets and Complete streets category. <i>Director Gioia</i> pointed out the importance of having funding to complete grade separation, improve traffic synchronization, and implement complete streets. <i>Director Abelson</i> concurred on the importance of the category. The Board agreed on a 1.5% proposed allocation.</p> <p>The Board agreed on a 1.5% allocation for the Transportation for Livable Communities category. The Board also agreed to a 1.25% allocation for CCTA planning activities and .5% for Administration, each of which was consistent with Measure X. Lastly, the Board agreed to 1% allocation for the flexible Regional Transportation Priorities category.</p> <p>After tallying the allocations, staff noted that the total was 2.65% above 100%. The Board then direction staff to reduce each category by a proportionate amount to get to 100%.</p> <p>Also, Staff was directed to send a letter to CCTA with the Board's suggestions from this WCCTAC Board meeting.</p>
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**Meeting Adjourned: 9:40am**

**West Contra Costa Transportation Advisory Committee  
Board of Directors Meeting  
Meeting Minutes: June 28, 2019**

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**MEMBERS PRESENT:** Chris Kelley, Chair (Hercules); Janet Abelson, (El Cerrito); Vincent Salimi (Pinole); Chris Peeples (AC Transit); Aleida Chavez (WestCat); Rita Xavier (San Pablo); Lateefah Simon (BART);

**STAFF PRESENT:** John Nemeth, Joanna Pallock, Valerie Jenkins, Coire Reilly, Leah Greenblat,

**ACTIONS LISTED BY:** Valerie Jenkins

**Meeting Called to Order: 8:11am**

**CONSENT CALENDAR**

Motion by *Director Peeples*; seconded by Director Abelson; motion passed.

**Item #3.** Minutes of May 24, 2019 Board Meeting. *Approved*

**Item #4.** Monthly Update on WCCTAC Activities.

**Item #5.** Financial Reports. The reports show the Agency’s revenues and expenses for May 2019.

**Item #6.** Payment of Invoices over \$10,000. None.

**Item #7.** Letter Regarding Transition to the New Sub regional Transportation Mitigation Program (STMP).

**Item #8.** Letter Regarding STMP Fee Credit for Right-of-Way Dedication at 5620 Central Ave.

**Item #9.** Countywide Bike Pedestrian Advisory Committee (CBPAC). *Appointed Coire Reilly*

**Item #10.** Fiscal Year 2020 Work Program, Budget, and Dues Resolution 19-06. *Adopted*

ITEM/DISCUSSION	ACTION
<p><b>Item #11.</b> Update on WCCTAC TDM Activities</p>	<p><b>Information Only</b> Coire Reilly, WCCTAC TDM Program Manager, provided an overview of TDM program activities in FY 18/19 and upcoming activities for FY 19/20.</p>

**Item #12.**

***New Transportation Expenditure Plan (TEP)***

John Nemeth – WCCTAC staff, provided a brief overview of the status of the update that the TEP and sought discussion and feedback from the WCCTAC Board.

**Chair Kelley** sought feedback from the Board regarding a shift of funds from the eBART cars category to the Cleaner Safer BART category. **Director Peebles** agreed with moving the funding shift, **Director Simon** also voiced her support of the change. The Board agreed overall to this change.

**Chair Kelley** sought feedback on the funding proposed for CCTA administrative expenses. Executive Director Nemeth had suggested that WCCTAC accept the amount proposed by CCTA given the Commission’s unanimous support. **Director Peebles** concurred and suggested that WCCTAC accept this funding amount and adjust other category proportionally. The Board agreed.

**Chair Kelley** voiced support for WCCTAC’s proposed allocations. **Director Abelson** stated that she was very proud of West County for being organized and preparing their numbers first. **Chair Kelley** agreed.

**Director Xavier** asked if San Pablo Dam Road Interchange was specifically included in the measure. ED Nemeth stated that it was.

Executive Director Nemeth discussed the policies being developed for the TEP and conveyed the concerns of transit operators about the transit policy. **Chair Kelley** felt that the Authority didn’t understand the challenges of the transit operators. **Director Peebles** suggested that operators needed to have flexibility in how the carry out CCTA’s objectives. **Director Xavier** shared also that transit operators should be able allowed to determine what technologies they can and cannot use. **Director Abelson** noted that flexibility ended up being necessary in Measure J after the Great Recession.

Nathan Landau - AC Transit noted that that second version of the Transit Policy provided more flexibility. He also discussed the role of the Integrated Transit Plan in determining how funds would be provided to operators.

**Director Peeples** asked if the funds for transit operations would be allocated geographically Hisham Noeimi - CCTA, answered “yes”. He also stated that Integrated Transit Plan was intended to ensure a quality customer experience.

The WCCTAC Board agreed that the Transit Policy should be modified to clarify that operators should determine which emerging technologies to utilize.

Executive Director Nemeth suggested that, while CCTA’s goal of fare and schedule integration was a good one, local operators are also being directed by MTC in this area. **Chair Kelley** stated that the goals of MTC and CCTA could come into conflict. **Director Peeples** stated that MTC is working on the second round of Clipper. It was intended to be complete in 2017, but the new estimated release date is 2023. The Board agreed that local operators should not be penalized if they cannot meet CCTA’s goals given regional activities, and that TEP Transit Policy should “hold them harmless”.

**Director Abelson** reference Page 12d of the TEP and concerned with the word “midpoint” as it related to the funding split by subregion. Hisham Noemi – CCTA stated that this subregional shares are based on the population projected at the midpoint of the measure. He noted that they have projections from ABAG so they have a good estimates for 2030 and 2040.

**Director Peeples** stated that under the Complete Streets policy, there should be some wording that considers the impacts that bike lanes can have on bus operators. **Chair Kelley** concurred. **John Nemeth** said that he would pass this

	<p>recommendation along to CCTA.</p> <p><b>ED Nemeth</b>, noted that the TEP had been released the prior afternoon but that the Board should consider how funding will work in each category. <b>Chair Kelley</b> stated she would like to review the TEP further and that the Board should discuss it again at the special meeting on July 12, 2019.</p> <p><b>Director Xavier</b> shared that the City of San Pablo is going to have another sales tax extension for Measure Q and that they are concerned about competition between tax measures <b>Chair Kelley</b> stated that this is a concern for other cities as well, and that CCTA may want the TEP to go to voters in March to avoid competition with a regional “mega-measure” for transportation in November, 2020.</p> <p>The Board agreed to keep the July 12,2019 special meeting to discuss the TEP again.</p>
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**Meeting Adjourned: 9:30am**

**West Contra Costa Transportation Advisory Committee  
Board of Directors Meeting  
Meeting Minutes: July 12, 2019**

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**MEMBERS PRESENT:** Chris Kelley, Chair (Hercules); Roy Swearingen, Vice-Chair (Pinole); Janet Abelson, (El Cerrito); Tom Butt, (Richmond); Ben Choi (Richmond); Joe Wallace (AC Transit); Maureen Powers (WestCat); Rita Xavier (San Pablo)

**STAFF PRESENT:** John Nemeth, Joanna Pallock, Coire Reilly, Leah Greenblat

**ACTIONS LISTED BY:** Joanna Pallock

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

**Public Comment:** None

**CONSENT CALENDAR:**

Motion by *Vice-Chair Swearingen*; seconded by *Director Butt*; motion passed.

**Item #3.** Richmond Ferry Weekend Service Pilot Program - Allocation of Measure 22b Funds in the amount of \$238,400 to fund a pilot program for weekend service on the Richmond Ferry.

**REGULAR AGENDA ITEMS:**

ITEM/DISCUSSION	ACTION
<b>Item #4. New Transportation Expenditure Plan (TEP)</b>	<p><i>Executive Director</i> John Nemeth presented a summary of the <i>Initial Draft TEP</i> released in the afternoon on the previous day (July 11).</p> <p>ED Nemeth highlighted the removal of the category for flexible, subregional funds (<i>Regional Transportation Priorities</i>) and noted that these funds are often leveraged by WCCTAC to use as seed money or matching funds for other grants.</p> <p><i>Director Butt</i> emphasized the need to create a TEP that has countywide appeal. <i>Vice Chair Swearingen</i> agreed that countywide appeal was important but asked that a flexible category for RTPCs, like Measure J's 28b, be incorporated into the new TEP.</p> <p>Hisham Noeimi, of CCTA staff, assured the Board</p>

that flexibility is built into the TEP. Mr. Noeimi also stated that CCTA will be developing a project evaluation process to ensure that applications for future funds are reviewed equally.

*Director Abelson* stated this is not reassuring to West County and that there still needed to be a separate fund for flexible purposes in West County. She also asked that a chart showing the funding allocations by subregion be included in the TEP, using both total dollars and percentages.

*Director Wallace* pointed out that younger voters do a lot of online research about ballot measures and that there needs to be clarity about how funds will be used. *Director Butt* noted that pages 26 and 27 of the TEP included information about how funds will be used.

*Chair Kelley* suggested that there could be more clarity about terms like “shard mobility hubs” “maximize system efficiency”, and “managed lane strategies” on page 22 of the document, and that the average voter might not understand what these terms mean. She also suggested that the Authority provide more information about what “part-time transit lanes” in the I-80 corridor would entail as mentioned on page 23 of the TEP. *Chair Kelley* also noted that the language about CCTA “considering” funding for the Hercules RITC on page 23 should be strengthened, since this is a priority project and has funding included in the TEP.

Motion by *Director Butt*, and seconded by *Director Wallace*, to send CCTA a letter that: 1) conveys concerns about a need for funding in the TEP that could be used for grant matching (seed money), 2) requests that a chart be included in the TEP that shows funding allocations by category, and by subregion, in both dollars and percentages, and 3) requests more detail about the level of feasibility in the TEP.

Ayes: Unanimous

Meeting Adjourned: 9:20 a.m.

**TO:** WCCTAC Board

**DATE:** July 26, 2019

**FR:** John Nemeth, Executive Director

**RE:** Monthly Update on WCCTAC Activities

**Weekend Service on the Richmond Ferry - Summer and Fall Pilot**



WETA began operating the Richmond-San Francisco ferry service on January 10, 2019. To date, ridership has exceeded projections. According to WETA, weekend service has been requested by many. WETA proposed a pilot weekend service beginning in August 2019 and continuing through October 2019. The additional cost of operating this service is estimated at \$238,400. The proposed schedule is show below:

WEEKENDS TO SAN FRANCISCO	
DEPART RICHMOND	ARRIVE SF FERRY BUILDING
9:00 A.M.	10:05 A.M.
11:00 A.M.	11:35 A.M.
12:30 P.M.	1:05 P.M.
4:50 P.M.	5:25 P.M.
6:45 P.M.	7:20 P.M.

WEEKENDS FROM SAN FRANCISCO	
DEPART SF FERRY BUILDING	ARRIVE RICHMOND
10:15 A.M.	10:50 A.M.
11:45 A.M.	12:20 P.M.
4:00 P.M.	4:35 P.M.
6:00 P.M.	6:35 P.M.
8:00 P.M.	8:55 P.M.

Continuation of weekend service beyond the end of this pilot has not yet been determined and may depend upon performance. WETA, CCTA and WCCTAC staff will evaluate outcomes from this first pilot and present the information to policymakers. If the pilot is successful, and weekend service continues in the future, WCCTAC staff proposes the use of Regional Measure 3 (RM3) funds for the ongoing summer operations (rather than Measure J), once those funds become available.

### **Air Quality Monitoring in Richmond, North Richmond, and San Pablo**



As an outgrowth of Assembly Bill 617, the California Air Resources Board (CARB) established the Community Air Protection Program, which is aimed at reducing exposure in communities most impacted by air pollution. One of the focus areas for this statewide effort is Richmond, North Richmond, and San Pablo. The program involves extensive air quality monitoring for various forms of pollution that includes both stationary sources (typically, from industry) and mobile sources (from transportation). Staff attended an Air Monitoring Steering Committee meeting the Richmond on July 19<sup>th</sup>. The meeting focused on identifying key pollutants in specific, geographic sub-areas. Ultimately, the Steering Committee will develop ongoing monitoring plans that will inform future emissions reduction plans.

## **Strong Turn-Out for Lyft Training Workshop at the Richmond Senior Center**



As part of the recently reconfigured City of Richmond senior transportation program, residents in the City, as well as unincorporated West County (Kensington, El Sobrante, North Richmond), can take up to 40 Lyft trips per month with up to a \$17 subsidy per trip. WCCTAC has worked extensively with CCTA and the City of Richmond to implement this new element of the Richmond program.

WCCTAC's Travel Training Coordinator, Janet Bilbas, will be working closely with Richmond staff to publicize upcoming workshops and encourage as many people as possible to use this service. The WCCTAC Board will receive a presentation on the new services in Richmond in the fall.

## **Initial Draft Transportation Expenditure Plane (TEP) Released**



The CCTA continues to move ahead with developing a draft Transportation Expenditure Plan (TEP) for a possible ½ cent sales tax measure that could be on the March 3, 2020 ballot. The Initial Draft TEP was released by the Authority on July 11, 2019. The Authority Board is scheduled to hold multiple special meetings from now until the fall to refine its proposal. To keep up with the fast pace of the TEP's development, the WCCTAC Board has also been holding special meetings. CCTA is beginning to expand its outreach for the TEP and is organizing telephone town hall meetings for each subregion. West County's is scheduled for July 30<sup>th</sup>. CCTA is also preparing to begin direct outreach to city councils, which will continue into the fall.

## **Bigger and Broader Marketing of the Pass2Class Program**

Pass2Class is back with a new look this year. The program provides one 31-day pass for either AC Transit or WestCAT to West County Students at the beginning of the school year to encourage



transit usage. Aside from directly promoting the program at schools, WCCTAC's TDM Program will also be employing social media marketing to directly target West County families. Another change this year is that instead of receiving passes worth 24 one-way trips from WestCAT (or a 31-day pass for AC Transit), this year's offering is a 31-day pass for either transit provider. This will help make the message to the community more clear and consistent and provide WestCAT users with more rides. The application period opens on August 1st. More information is available here: [www.pass2class.org](http://www.pass2class.org)

## **Bike Rodeo at Richmond School**

WCCTAC's TDM Program (511 Contra Costa), hosted a bicycle rodeo at MLK Park on July 11th, next to Nystrom Elementary in Richmond, as part of Richmond Prep's summer school program. The rodeo was co-hosted by the Contra Costa Public Health Department's Community Wellness and Prevention Program, which provided the rodeo equipment and gave away half a dozen bicycles to youth. 511 Contra Costa provided over 70 bicycle helmets for the participants, who ranged in age from 4 to 14 years old.



If are interested in a youth-focused bicycle promotion events, contact TDM Program manager, Coire Reilly. (510) 210-5932 or [creilly@511contracosta.org](mailto:creilly@511contracosta.org)



# General Ledger Monthly Budget Report

User: kellys

Printed: 7/11/2019 6:21:19 PM

Period 01 - 13

Fiscal Year 2019



**CITY OF SAN PABLO**  
City of New Directions

Account Number	Description	Adopted	Budget Adjustments	Adjusted	YTD Actual	Variance Encumbered	Available	% Avail
<b>7700</b>	<b>WCCTAC Operations</b>							
770-7700-41000	Salary	0.00	443,068.00	443,068.00	346,244.52	96,823.48	96,823.48	21.85
770-7700-41200	PERS Retirement	0.00	0.00	0.00	64,441.36	-64,441.36	-64,441.36	0.00
770-7700-41310	Medical Insurance	0.00	0.00	0.00	63,963.99	-63,963.99	-63,963.99	0.00
770-7700-41311	Retiree Healthcare	0.00	0.00	0.00	2,044.09	-2,044.09	-2,044.09	0.00
770-7700-41400	Dental	0.00	0.00	0.00	4,607.28	-4,607.28	-4,607.28	0.00
770-7700-41500	Vision	0.00	0.00	0.00	3,760.00	-3,760.00	-3,760.00	0.00
770-7700-41800	LTD Insurance	0.00	0.00	0.00	3,259.66	-3,259.66	-3,259.66	0.00
770-7700-41900	Medicare	0.00	0.00	0.00	4,995.56	-4,995.56	-4,995.56	0.00
770-7700-41901	Other Insurances	0.00	0.00	0.00	3,357.78	-3,357.78	-3,357.78	0.00
770-7700-41902	FICA	0.00	0.00	0.00	696.12	-696.12	-696.12	0.00
770-7700-41904	Life Insurance	0.00	0.00	0.00	944.25	-944.25	-944.25	0.00
770-7700-41911	Liability Insurance	0.00	4,000.00	4,000.00	3,804.54	195.46	195.46	4.89
770-7700-41912	Unemployment Insurance	0.00	0.00	0.00	945.00	-945.00	-945.00	0.00
	<b>Salary and Benefits</b>	<b>0.00</b>	<b>447,068.00</b>	<b>447,068.00</b>	<b>503,064.15</b>	<b>-55,996.15</b>	<b>-55,996.15</b>	<b>-12.53</b>
770-7700-43500	Office Supplies	0.00	4,000.00	4,000.00	4,288.13	-288.13	-288.13	-7.20
770-7700-43501	Postage	0.00	2,000.00	2,000.00	1,225.04	774.96	774.96	38.75
770-7700-43520	Copies/Printing/Shipping/Xerox	0.00	3,800.00	3,800.00	3,940.57	-140.57	-140.57	-3.70
770-7700-43600	Professional Services	0.00	51,450.00	51,450.00	60,268.24	-8,818.24	-8,818.24	-17.14
770-7700-43900	Rent/Building	0.00	22,250.00	22,250.00	18,092.02	4,157.98	4,157.98	18.69
770-7700-44000	Special Department Expenses	0.00	10,000.00	10,000.00	1,126.61	8,873.39	8,873.39	88.73
770-7700-44320	Travel/Training Staff	0.00	5,800.00	5,800.00	3,118.27	2,681.73	2,681.73	46.24
	<b>Service and Supplies</b>	<b>0.00</b>	<b>99,300.00</b>	<b>99,300.00</b>	<b>92,058.88</b>	<b>7,241.12</b>	<b>7,241.12</b>	<b>7.29</b>
<b>7700</b>	<b>Expense</b>	<b>0.00</b>	<b>546,368.00</b>	<b>546,368.00</b>	<b>595,123.03</b>	<b>-48,755.03</b>	<b>-48,755.03</b>	<b>-8.92</b>
<b>7700</b>	<b>WCCTAC Operations</b>	<b>0.00</b>	<b>546,368.00</b>	<b>546,368.00</b>	<b>595,123.03</b>	<b>-48,755.03</b>	<b>-48,755.03</b>	<b>-8.92</b>
<b>7720</b>	<b>WCCTAC TDM</b>							
772-7720-41000	Salary	0.00	322,000.00	322,000.00	205,204.16	116,795.84	116,795.84	36.27
772-7720-41200	PERS Retirement	0.00	0.00	0.00	50,711.07	-50,711.07	-50,711.07	0.00
772-7720-41310	Medical Insurance	0.00	0.00	0.00	45,664.11	-45,664.11	-45,664.11	0.00
772-7720-41400	Dental Insurance	0.00	0.00	0.00	3,284.88	-3,284.88	-3,284.88	0.00
772-7720-41800	LTD Insurance	0.00	0.00	0.00	1,551.86	-1,551.86	-1,551.86	0.00
772-7720-41900	Medicare	0.00	0.00	0.00	2,951.58	-2,951.58	-2,951.58	0.00

Account Number	Description	Adopted	Budget Adjustments	Adjusted	YTD Actual	Variance Encumbered	Available	% Avail
772-7720-41901	Other Insurances	0.00	0.00	0.00	3,357.78	-3,357.78	-3,357.78	0.00
772-7720-41904	Life Insurance	0.00	0.00	0.00	424.71	-424.71	-424.71	0.00
772-7720-41911	Liability Insurance	0.00	4,000.00	4,000.00	3,804.54	195.46	195.46	4.89
	<b>Salary and Benefits</b>	<b>0.00</b>	<b>326,000.00</b>	<b>326,000.00</b>	<b>316,954.69</b>	<b>9,045.31</b>	<b>9,045.31</b>	<b>2.77</b>
772-7720-43300	MembershipsSubscriptions	0.00	0.00	0.00	1,125.00	-1,125.00	-1,125.00	0.00
772-7720-43500	Office Supplies	0.00	1,000.00	1,000.00	768.80	231.20	231.20	23.12
772-7720-43501	TDM Postage	0.00	0.00	0.00	762.41	-762.41	-762.41	0.00
772-7720-43502	TDM Postage	0.00	1,100.00	1,100.00	0.00	1,100.00	1,100.00	100.00
772-7720-43520	CopiesPrintingShippingXerox	0.00	22,500.00	22,500.00	21,216.17	1,283.83	1,283.83	5.71
772-7720-43600	Professional Services	0.00	49,500.00	49,500.00	62,300.38	-12,800.38	-12,800.38	-25.86
772-7720-43900	RentBuilding	0.00	22,000.00	22,000.00	17,965.91	4,034.09	4,034.09	18.34
772-7720-44000	Special Department Expenses	0.00	130,903.00	130,903.00	82,291.07	48,611.93	48,611.93	37.14
772-7720-44320	TravelTraining Staff	0.00	2,200.00	2,200.00	1,849.45	350.55	350.55	15.93
	<b>Service and Supplies</b>	<b>0.00</b>	<b>229,203.00</b>	<b>229,203.00</b>	<b>188,279.19</b>	<b>40,923.81</b>	<b>40,923.81</b>	<b>17.85</b>
<b>7720</b>	<b>Expense</b>	<b>0.00</b>	<b>555,203.00</b>	<b>555,203.00</b>	<b>505,233.88</b>	<b>49,969.12</b>	<b>49,969.12</b>	<b>9.00</b>
	<b>WCCTAC TDM</b>	<b>0.00</b>	<b>555,203.00</b>	<b>555,203.00</b>	<b>505,233.88</b>	<b>49,969.12</b>	<b>49,969.12</b>	<b>9.00</b>
<b>7730</b>	<b>STMP</b>	<b>0.00</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>0.00</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>100.00</b>
773-7730-41000	Salary	0.00	50,000.00	50,000.00	0.00	50,000.00	50,000.00	100.00
	<b>Salary and Benefits</b>	<b>0.00</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>0.00</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>100.00</b>
773-7730-43600	Professional Services	0.00	115,458.00	115,458.00	8,622.00	106,836.00	106,836.00	92.53
773-7730-44000	Special Department Expense	0.00	4,311,226.00	4,311,226.00	1,805,826.07	2,505,399.93	2,505,399.93	58.11
	<b>Service and Supplies</b>	<b>0.00</b>	<b>4,426,684.00</b>	<b>4,426,684.00</b>	<b>1,814,448.07</b>	<b>2,612,235.93</b>	<b>2,612,235.93</b>	<b>59.01</b>
<b>7730</b>	<b>Expense</b>	<b>0.00</b>	<b>4,476,684.00</b>	<b>4,476,684.00</b>	<b>1,814,448.07</b>	<b>2,662,235.93</b>	<b>2,662,235.93</b>	<b>59.47</b>
	<b>STMP</b>	<b>0.00</b>	<b>4,476,684.00</b>	<b>4,476,684.00</b>	<b>1,814,448.07</b>	<b>2,662,235.93</b>	<b>2,662,235.93</b>	<b>59.47</b>
<b>7740</b>	<b>WCCTAC Special Projects</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,514.42</b>	<b>-1,514.42</b>	<b>-1,514.42</b>	<b>0.00</b>
774-7740-43500	Office Supplies	0.00	0.00	0.00	1,514.42	-1,514.42	-1,514.42	0.00
774-7740-43600	Professional Services	0.00	0.00	0.00	162,130.83	-162,130.83	-162,130.83	0.00
774-7740-44000	Special Department Expense	0.00	542,509.00	542,509.00	209,124.18	333,384.82	333,384.82	61.45
	<b>Service and Supplies</b>	<b>0.00</b>	<b>542,509.00</b>	<b>542,509.00</b>	<b>372,769.43</b>	<b>169,739.57</b>	<b>169,739.57</b>	<b>31.29</b>
<b>7740</b>	<b>Expense</b>	<b>0.00</b>	<b>542,509.00</b>	<b>542,509.00</b>	<b>372,769.43</b>	<b>169,739.57</b>	<b>169,739.57</b>	<b>31.29</b>
	<b>WCCTAC Special Projects</b>	<b>0.00</b>	<b>542,509.00</b>	<b>542,509.00</b>	<b>372,769.43</b>	<b>169,739.57</b>	<b>169,739.57</b>	<b>31.29</b>
Expense Total		0.00	0.00	6,120,764.00	3,287,574.41	2,833,189.59	2,833,189.59	0.4629

**WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE  
RESOLUTION NO. 19-07**

**AUTHORIZING AN ALLOCATION OF SUBREGIONAL  
TRANSPORTATION MITIGATION PROGRAM (STMP) FUNDS FROM WCCTAC  
TO THE CITY OF HERCULES AND AUTHORIZING THE WCCTAC  
EXECUTIVE DIRECTOR TO EXECUTE A COOPERATIVE FUNDING  
AGREEMENT FOR THE HERCULES INTERMODAL TRANSIT CENTER,  
DESIGN OF 3 PHASES: RAILROAD BRIDGE AND CREEK REALIGNMENT,  
RETAINING WALLS, AND UTILITY RELOCATION PROJECT IN A FORM  
APPROVED BY GENERAL COUNSEL**

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

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

**WHEREAS**, the 2005/2006 Update of the Subregional Transportation Mitigation Program's Nexus Study included Project 3: Capitol Corridor Improvements; and

**WHEREAS**, the Subregional Transportation Mitigation Program explicitly allows for funding for the Design of 3 Phases of the Hercules Intermodal Transit Center (the Project); and

**WHEREAS**, on December 14, 2018, the Board of Directors of WCCTAC approved an allocation of \$750,000 in STMP funds to the City of Hercules for the Project; and

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

**WHEREAS**, the City of Hercules' City Council approved the Cooperative Funding Agreement on July 9, 2019; and

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

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

1. Does hereby authorize the allocation of STMP funds to the City of Hercules in the amount of \$750,000 in STMP funds to partially fund the Project pursuant to the terms of the Cooperative Agreement attached hereto and incorporated herein by reference as Exhibit A.

2. The Executive Director is hereby authorized and directed, on behalf of the Board of Directors of the West Contra Costa Transportation Advisory Committee, to execute the

amendment to the Cooperative Agreement on behalf of the West Contra Costa Transportation Advisory Committee, in a form approved by the General Counsel.

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

The foregoing Resolution was adopted by the WCCTAC Board at a regular meeting on July 26, 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: \_\_\_\_\_  
Chris Kelley, Chair

Attest:

\_\_\_\_\_  
John Nemeth, Executive Director

Approved as to Form:

\_\_\_\_\_  
Kristopher J. Kokotaylo, General Counsel

3203330.1

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

**Hercules Regional Intermodal Transit Center, Design of 3 Phases: Railroad Bridge and  
Creek Realignment, Retaining Walls, and Utility Relocation**

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

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

**RECITALS**

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

**WHEREAS**, Agency’s Project, as further described in the Scope of Work, attached as Exhibit A, which is incorporated herein (“Project”), is Capitol Corridor Improvements, 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 December 14, 2018 meeting, the WCCTAC Board of Directors approved an appropriation of up to seven hundred fifty thousand dollars (\$750,000) 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 June 30, 2021, 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 seven hundred fifty thousand dollars, (\$750,000.00) 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:

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

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

**West Contra Costa Transportation  
Advisory Committee**

\_\_\_\_\_  
David Biggs, City Manager

\_\_\_\_\_  
John Nemeth, Executive Director

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Agency Counsel

\_\_\_\_\_  
Kristopher Kokotaylo, Legal Counsel

## EXHIBIT A

### SCOPE OF SERVICES

The Agency agrees to:

1. To act as the lead agency and take responsibility for evaluating prospective consultants and contractors retained by Agency and subsequent award of work consistent with this Agreement.
2. To act as the lead agency and retain, as appropriate, consulting services consistent with this Agreement.
3. To be responsible for providing management of consultant and contractor activities, including responsibility for scheduling, budgeting, and oversight of the services, consistent with the scope of the project.
4. To advance or complete all or a portion of following STMP project identified as funding categories: Capitol Corridor Improvements
5. To use the STMP funds on *the design of 3 phases of the Regional Intermodal Transit Center:*

#### *Phase 1A: Utility Relocation*

Work under this phase consists of coordinating with the utility designers for the relocation of the Kinder Morgan and Shell Fuel Oil lines and the fiber optic carries (MCE Verizon, Comcast, Level 3, Quest, and UPRR). These utilities will be relocated outside UPRR right of way into the recently constructed Bay Trail to create the lateral clearance for the 3<sup>rd</sup> track that will service the new rail station. They will be relocated from the bottom of Santa Fe Avenue eastward roughly to the City limits at Rodeo. The scope of work includes obtaining permits from the regulatory agencies. Estimated STMP funding contribution is \$50,000.

#### *Phase 1B: Retaining Walls*

Work under this phase consists of designing the remaining retaining walls needed to create the lateral clearance for the 3<sup>rd</sup> track from the extension of John Muir Parkway westerly to the bottom of Railroad Avenue. The scope of work includes obtaining permits from the regulatory agencies. Estimated STMP funding contribution is \$300,000.

#### *Phase 1C: Railroad Bridge and Creek Realignment*

Work under this phase consists of completing the design for the new railroad bridge spanning over Refugio Creek and the new pedestrian bridge for the Bay Trail. It also includes the remaining realignment of Refugio Creek from Bayfront Boulevard north to the Bay. The scope of work includes obtaining permits from the regulator agencies. Track design work will also be undertaken to the extent needed to determine vertical and horizontal alignment of the bridges. Estimated STMP funding contribution is \$400,000.

6. To produce or complete *design work on these 3 phases up to final design plans, specifications, cost estimate including permits.*
7. To complete the over-all project based on the following initial schedule the schedule for the project *on June 30, 2023 for the train station, depending upon availability of funding.*
8. To complete the STMP-funded portion of the project based on the estimated completion date of *June 30, 2021.*

**WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE  
RESOLUTION NO. 19-08**

**AUTHORIZING AN ALLOCATION OF SUBREGIONAL  
TRANSPORTATION MITIGATION PROGRAM (STMP) FUNDS FROM WCCTAC  
TO THE CITY OF RICHMOND AND AUTHORIZING THE WCCTAC  
EXECUTIVE DIRECTOR TO EXECUTE A COOPERATIVE FUNDING  
AGREEMENT FOR THE I-80/CENTRAL AVENUE -PHASE 2 (LOCAL ROAD  
REALIGNMENT) PROJECT IN A FORM APPROVED BY GENERAL COUNSEL**

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

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

**WHEREAS**, the 2005/2006 Update of the Subregional Transportation Mitigation Program's Nexus Study included Project 2: Interchanges on I-80 at San Pablo Dam Road and Central Avenue; and on Highway 4 at Willow Avenue; and

**WHEREAS**, the Subregional Transportation Mitigation Program explicitly allows for funding for the I-80/Central Avenue – Phase 2: Local Road Realignment (the Project); and

**WHEREAS**, on December 14, 2018, the Board of Directors of WCCTAC approved an allocation of \$750,000 in STMP funds to the City of Richmond for the Project; and

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

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

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

1. Does hereby authorize the allocation of STMP funds to the City of Richmond in the amount of \$750,000 in STMP funds to partially fund the Project pursuant to the terms of the Cooperative Agreement attached hereto and incorporated herein by reference as Exhibit A.

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

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

The foregoing Resolution was adopted by the WCCTAC Board at a regular meeting on July 26, 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: \_\_\_\_\_  
Chris Kelley, Chair

Attest:

\_\_\_\_\_  
John Nemeth, Executive Director

Approved as to Form:

\_\_\_\_\_  
Kristopher J. Kokotaylo, General Counsel

3203330.1

**Exhibit A**

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

**I-80/Central Avenue – Phase 2 (Local Road Realignment)**

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

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

**RECITALS**

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

**WHEREAS**, Agency’s Project, as further described in the Scope of Work, attached as Exhibit A, which is incorporated herein (“Project”), is Interchanges on I-80 at San Pablo Dam Road and Central Avenue; and on Highway 4 at Willow Avenue, 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 December 14, 2018 meeting, the WCCTAC Board of Directors approved an appropriation of up to seven hundred fifty thousand dollars (\$750,000) 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 June 30, 2023, 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 with all relevant provisions of the Labor Code applicable to public works, including enforcement of the contractor registration requirements of the California State Department of Industrial Relations.

## **SECTION 2 FUNDING OBLIGATIONS**

- 2.1 Funding.** In accordance with the WCCTAC Master Cooperative Agreement pertaining to the 2006 STMP, and subject to available funding, WCCTAC hereby agrees to fund Agency’s Project in a sum not to exceed seven hundred fifty thousand dollars, (\$750,000.00) 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 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:

Carlos Martinez, City Manager  
City of Richmond  
450 Civic Center Plaza,  
Richmond, CA 94804

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

**West Contra Costa Transportation  
Advisory Committee**

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Carlos Martinez, City Manager

---

John Nemeth, Executive Director

Approved as to Form:

Approved as to Form:

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Agency Counsel

---

Kristopher Kokotaylo, Legal Counsel

## EXHIBIT A

### SCOPE OF SERVICES

The Agency agrees to:

1. To act as the lead agency and take responsibility for evaluating prospective consultants and contractors retained by Agency and subsequent award of work consistent with this Agreement.
2. To act as the lead agency and retain, as appropriate, consulting services consistent with this Agreement.
3. To be responsible for providing management of consultant and contractor activities, including responsibility for scheduling, budgeting, and oversight of the services, consistent with the scope of the project.
4. To advance or complete all or a portion of following STMP project identified as funding categories: Interchanges on I-80 at San Pablo Dam Road and Central Avenue; and on Highway 4 at Willow Avenue.
5. To use the STMP funds for the construction phase of the Central Avenue at Interstate 80 (I-80) Local Road Improvement Project. (*Explain how the project will use the STMP funds.*)
6. To produce or complete increasing spacing between the signalized intersections east of Interstate 80 by connecting Pierce Street and San Mateo Street, restricting Pierce Street access at Central Avenue to “right in, right out,” only, and relocating the traffic signal at Pierce Street/Central Avenue to the San Mateo Street/Central Avenue intersection.
7. To complete the over-all project based on the following initial schedule for the project – the project is currently in design and construction is anticipated to be completed by December 31, 2022.
8. To complete the STMP-funded portion of the project based on the estimated completion date of December 31, 2022.

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**WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE  
RESOLUTION NO. 19-09**

**AUTHORIZING AN ALLOCATION OF SUBREGIONAL TRANSPORTATION  
MITIGATION PROGRAM (STMP) FUNDS FROM WCCTAC TO CONTRA COSTA  
COUNTY AND AUTHORIZING THE WCCTAC EXECUTIVE DIRECTOR TO  
EXECUTE A COOPERATIVE FUNDING AGREEMENT FOR THE SAN PABLO  
DAM ROAD SIDEWALK GAP CLOSURE PROJECT IN A FORM APPROVED BY  
GENERAL COUNSEL**

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

**WHEREAS**, Contra Costa County has provided information to the WCCTAC staff, WCCTAC Technical Advisory Committee (TAC), and WCCTAC Board about the need for these funds as outlined below; and

**WHEREAS**, the 2005/2006 Update of the Subregional Transportation Mitigation Program's Nexus Study included Project 7: San Pablo Dam Road Improvements in Downtown El Sobrante; and

**WHEREAS**, the Subregional Transportation Mitigation Program explicitly allows for funding for the San Pablo Dam Road Sidewalk Gap Closure Project (the Project); and

**WHEREAS**, on December 14, 2018, the Board of Directors of WCCTAC approved an allocation of \$270,000 in STMP funds to Contra Costa County for the Project; and

**WHEREAS**, WCCTAC staff and Contra Costa staff have prepared a Cooperative Funding Agreement to account for this allocation of STMP funds to Contra Costa County; and

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

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

1. Does hereby authorize the allocation of STMP funds to Contra Costa County in the amount of \$270,000 in STMP funds to partially fund the Project pursuant to the terms of the Cooperative Agreement attached hereto and incorporated herein by reference as Exhibit A.

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

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

The foregoing Resolution was adopted by the WCCTAC Board at a regular meeting on July 26, 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: \_\_\_\_\_  
Chris Kelley, Chair

Attest:

\_\_\_\_\_  
John Nemeth, Executive Director

Approved as to Form:

\_\_\_\_\_  
Kristopher J. Kokotaylo, General Counsel

3203330.1

EXHIBIT A

**COOPERATIVE FUNDING AGREEMENT BETWEEN  
WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE  
AND CONTRA COSTA COUNTY**

**San Pablo Dam Road Sidewalk Gap Closure 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 Contra Costa County, a political subdivision of the State of California (“Agency”). WCCTAC and 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 San Pablo Dam Road Improvements in Downtown El Sobrante, 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 December 14, 2018 meeting, the WCCTAC Board of Directors approved an appropriation of two hundred seventy thousand dollars (\$270,000) 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 June 30, 2020, 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 each of Agency's consultants or contractors is 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, to the extent permitted by law 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 two hundred seventy thousand dollars, (\$270,000) 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 Section 2.1 of 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 Payment.** WCCTAC shall make payments to Agency, based on invoices received from Agency, for services 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 WCCTAC pay any invoice if such payment would cause WCCTAC's total payments to Agency to exceed the maximum amount of compensation provided in Section 2.1, 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, which 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 completed as of the

termination date. 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 under 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 Agency shall be responsible for paying all costs in excess of WCCTAC's funding commitment in Section 2.1. WCCTAC 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 this fully executed Agreement from Agency.

- 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. This Agreement may be terminated by a Party for breach of any obligation, covenant, or condition by the other Party, upon notice to the breaching Party. With respect to any breach that is reasonably capable of being cured, the breaching Party shall have thirty (30) days from the date of the notice to initiate steps to cure. If the breaching Party diligently pursues cure, such Party shall be allowed a reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted by the non-breaching Party. On termination, the non-breaching Party retains the same rights as a Party exercising its right to terminate under the provisions of Section 3.4, except that the non-breaching Party also retains any remedy for breach of the whole contract or any unperformed balance.
  - b. By mutual consent of both Parties, this Agreement may be terminated at any time.
  - c. This Agreement may be terminated immediately by WCCTAC if funding for Agency's Project is no longer available by operation of law, or by action taken by the WCCTAC Board of Directors to reallocate funds.
  - d. 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 any damages, loss, injury and/or liability to the extent that they arise from and are caused by the negligence or willful misconduct of WCCTAC, its commissioners, officers, and/or employees.
- 3.6 Indemnity.** Agency shall defend, indemnify and hold harmless WCCTAC, its governing board, member agencies, officers, and employees from and against any and

all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Agency's performance of any work under this Agreement, except to the extent that such Liability is caused by the negligence or willful misconduct of WCCTAC.

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

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

If to WCCTAC:

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

with a Copy to:

Kristopher J. Kokotaylo, Legal Counsel  
Meyers Nave Riback Silver & Wilson  
555 12th Street, Suite 1500  
Oakland, CA 94607

If to Agency:

Brain Balbas, Public Works Director  
Contra Costa County  
255 Glacier Drive  
Martinez, CA 94553

**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; No Third Party Beneficiaries.** 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. This Agreement is intended solely for the benefit of the Parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction of any Party to this Agreement.
- 3.10 Governing Law.** The laws of the State of California shall govern this Agreement. Agency shall, and shall require its consultants and contractors to, comply with all laws, including, but not limited, all statutes, regulations, and local ordinances, applicable to the Scope of Work hereunder.
- 3.11 Amendment.** This Agreement may not be changed, modified, or rescinded except by the written approval of the legislative bodies of each Party, and any attempt of oral modification of this Agreement shall be void and of no effect.
- 3.12 Independent Contractor.** Agency and WCCTAC render their services under this Agreement as independent contractors. None of the agents or employees of either Party shall be agents or employees of the other Party.
- 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.

**Contra Costa County**

**West Contra Costa Transportation  
Advisory Committee**

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Brian Balbas, Public Works Director

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John Nemeth, Executive Director

Approved as to Form:  
Sharon L. Anderson, County Counsel

Approved as to Form:

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By: Deputy County Counsel

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Kristopher Kokotaylo, Legal Counsel

3322893.1

W:\New File Org\STMP\757 San Pablo Dam Rd in El Sobrante\County-WCCTAC Coop Funding Agreement for San Pablo Dam Rd Sidewalks v3.docx

## **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: San Pablo Dam Road Improvements in Downtown El Sobrante.
5. To use the STMP funds for design engineering, environmental studies, and construction engineering costs.
6. To produce or complete construction of approximately 1,430 linear feet of sidewalk, driveways, driveway conforms, curb, and gutter to fill four gaps in pedestrian infrastructure on San Pablo Dam Road from Appian Way to Clark Road. Improvements also include storm drain infrastructure modifications as well as installation of historical markers to demarcate the Rancho line.
7. To complete the over-all project based on the following initial schedule for the project:  

Design Engineering: July 2016–February 2019  
Environmental Studies: July 2016–October 2018  
Construction: June 2019–November 2019
8. To complete the STMP-funded portion of the project based on the estimated completion date of November 2019.

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**TO:** WCCTAC Board **MEETING DATE:** July 12, 2019  
**FR:** Joanna Pallock, Program Manager  
**RE:** Fiscal Year 2019-20 Measure J 19b Funds to WestCAT and AC Transit

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**REQUESTED ACTION**

Approve Fiscal Year 2019-20 Measure J Program 19b claims from WestCAT and AC Transit.

**BACKGROUND AND DISCUSSION**

Measure J Program 19b, *Additional Bus Service Enhancements*, dedicates 2.2% of total annual sales tax revenues to enhance local bus service in West County. The WCCTAC Board has a policy to apportion 80% of available funding to AC Transit and 20% to WestCAT. The operators submit claim forms annually to clarify how the funds available will be used in the upcoming year.

Based on the split, the amount of Program 19b funds available in FY 2019-20 for AC Transit is \$1,615,680. The attached spreadsheet provides information about the specific AC Transit routes that will benefit from this funding.

WestCAT would receive \$367,200 in Program 19b for FY 2019-20. WestCAT proposes to use these funds to support and expand new local service that began in 2017. The Measure J funds will be combined with California’s Cap and Trade program funds to reduce headway times on local feeder bus routes.

Staff affirms that the conditions have been met by both operators for use of the funds to maintain existing services or expand services. Staff recommends Board approval of both claims.

**Attachments:**

- A. CCTA Program 19b chart for FY 2019-20
- B. AC Transit letter request with chart
- C. WestCAT letter request

PROGRAM: 19b - West County Additional Bus Services			FY 2020
Sales Tax Revenue Estimate		Year	\$91,800,000
	%		
Original Program Revenue Estimate	2.20%		\$2,019,600
Revised Program Revenue Estimate	2.160%		\$1,982,880
Previous Year Allocation Adjustment			see below
Available for Allocation (Programmed by WCCTAC)			\$1,982,880

Note: The revised program revenue percentage is based on WestCAT's "capitalization" of a portion of program funds in the 2009 Strategic plan. AC Transit's allocation is held harmless from this "capitalization" so its allocation is based on the original program percentage of 2.2%

FY 2018-19			\$	1,982,880	\$	1,784,592	Allocation Adjustment from FY 2017-18
Agency	Coop #	Percent of Program	100% Amount	90% Amount			
AC Transit	60.00.02	calc 1 below	\$ 1,615,680	\$ 1,454,112	\$	76,782	
WestCAT	60.00.04	calc 2 below	\$ 367,200	\$ 330,480	\$	17,451	
Total Allocation			\$ 1,982,880	\$ 1,784,592	\$	94,233	

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

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



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Alameda-Contra Costa Transit District

June 14<sup>th</sup>, 2019

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

**Re: Measure J 19b FY 2019-2020 Funds Request**

Dear Joanna

AC Transit is requesting \$1,692,462 in FY 2019-2020 Measure J Program 19b funds to support our existing services in Western Contra Costa County. The attached spreadsheet provided route specific-operating costs and revenues. Although operating revenues have stabilized we remain concerned that any fiscal challenges could render the lines vulnerable to service cuts. These lines provide service to nearly 6 million riders annually, 70 percent of whom are low income. Additionally, these routes connect Communities of Concern with essential services including employment centers, retail establishments, schools, health care providers in Western Contra Costa County.

If you need additional information concerning this matter, please contact me at 510-891-5405 or [eng@actransit.org](mailto:eng@actransit.org)

Sincerely

A handwritten signature in blue ink, appearing to read 'Evelyn Ng'.

Evelyn Ng  
Capital Planning and Grants Manager

AC Transit - Measure J Project 19b Analysis - FY 2019-2020

Bus Lines	Total Platform Hours - Weekday	Hours in Contra Costa - Weekday	Total Platform Hours - Weekend	Hours in Contra Costa - Weekend	Avg Daily Ridership - Weekday	Avg Daily Ridership - Weekend (Sat/Sun)	Hourly Rate	Total Cost	Measure J Revenue	Lifeline Revenue
76	81.85	63.03	135.79	135.79	2,296	1311/1098	\$ 195.00	\$ 6,089,209		\$ -
70	43.77	43.77	43.58	43.58	842	395/333	\$ 195.00	\$ 3,111,143		\$ -
71	73.37	73.37	77.48	77.48	1,314	540/454	\$ 195.00	\$ 5,312,837		\$ -
376	29.68	27.72	59.90	59.90	271	269/242	\$ 195.00	\$ 2,682,265		\$ -
72/72M	269.73	140.53	507.64	256.86	7,176	5843/4858	\$ 195.00	\$ 12,565,698	\$ 1,862,629	\$ -
72R	189.99	89.11	276.30	139.81	5,262	3335/2731	\$ 195.00	\$ 7,459,414		\$ -
LA	44.15	44.15	-	-	550	-	\$ 195.00	\$ 2,169,367		\$ -
L/LC	43.85	38.54	-	-	629	-	\$ 195.00	\$ 1,893,916	\$ 1,492,729	\$ -
								<b>\$ 41,283,850</b>	<b>\$ 3,355,358</b>	<b>\$ -</b>



Western Contra Costa  
Transit Authority

June 7, 2019

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

RE: Measure J Program 19b Funding

Dear Ms. Pallock,

WestCAT proposes to claim the entire FY18-19 allocation of \$384,651 in Program 19b funding for continuing support of the new and expanded schedule of local services that WestCAT implemented in October 2017. These services have improved timed transfer connections between WestCAT local and express routes at the Hercules Transit Center, and elsewhere along the San Pablo Avenue corridor. Program 19b funding will be used in conjunction with other newly appropriated funds from California's Cap and Trade program, to maintain increased frequency of service and shorter headways on the local feeder bus routes throughout the WestCAT service area.

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

Regards,

Charles Anderson  
General Manager

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**TO:** WCCTAC Board

**MEETING DATE:** July 26, 2019

**FR:** Leah Greenblat, Project Manager

**RE:** **Potential Next Steps for San Pablo Avenue Multimodal Corridor Study**

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### **REQUESTED ACTION**

1. Provide direction on interest in pursuing a next phase for the study;
2. Indicate interest in the potential use of \$150,000 in Measure J, 28b funds for the next phase; and
3. Provide feedback on draft Phase 2 Conceptual Scope of Work

### **BACKGROUND AND DISCUSSION**

WCCTAC, the CCTA, and the Alameda County Transportation Commission (ACTC) are funding partners for the San Pablo Avenue Multimodal Corridor Study, which extends from downtown Oakland to Hilltop in Richmond. The project began in the Spring of 2017 and Phase 1 is near completion.

The project includes multiple jurisdictions and agencies with purview along the corridor and is aimed at developing coordinated transit improvements and improving pedestrian and bicycle safety. At the WCCTAC Board meeting on March 22, 2019, and at a follow-up study session on May 14, 2019, ACTC staff and its consultants gave an overview of the work performed to date.

Phase 1 of the project included the development of prototypes of improvements for the corridor and included wide-ranging community outreach. The prototypes were typified, and a standard 73-foot cross section was used. Three potential concepts were eventually refined, and additional public outreach was gathered on those concepts. Concept A included a dedicated bus lane and bicycle facility while reducing the number of auto lanes. Concept B included a dedicated bus lane with a PM peak direction, managed parking, and improved bicycle facilities off of San Pablo Avenue on parallel streets. Concept C included a dedicated bike lane but no dedicated bus lane.

Phase 1 produced many interesting and useful conclusions. However, the absence of certain West County-specific information makes it difficult to develop recommendations for moving forward with any of the concepts. For example, while a 73-foot cross-section approximates most segments of San Pablo Avenue within the Alameda County portion of study area, in West County, the curb-to-curb width varies from 70 to 96 feet. This situation made it

challenging to understand how the three concepts would function in West County. In addition, other topics that require further analysis include: understanding how a modified street would impact access to and from BART stations, as well as how traffic might be impacted and diverted.

WCCTAC staff, CCTA staff, the WCCTAC TAC, and several WCCTAC Board members who attended the Study Session, agree that efforts to define a San Pablo Avenue better suited to alternative transportation modes are worthwhile. However, the lack of key technical information could make it difficult for West County to make policy decisions around any potential reconfiguration of the street in the future.

ACTC is interested in refining the analysis further in a Phase 2 of the project and would like to know whether and how West County will be included. The current consultant team is still under contract with ACTC and will be working on Phase 2.

For Phase 1, the CCTA provided \$200,000, WCCTAC contributed \$50,000, and ACTC provided over \$1.75 million. CCTA staff have indicated that the CCTA may be able to provide \$300,000 towards Phase 2 of this Study. WCCTAC staff reviewed the current balance and committed uses of the West County Measure J, 28b funds and found that approximately \$150,000 is available and would be a suitable amount to contribute, if the Board concurs.

WCCTAC staff have developed a conceptual scope of work, attached, for a potential Phase 2 in West County. Staff is seeking feedback from the Board on: 1) the concept of WCCTAC participating further, 2) the concept of using some Measure J 28b funds in the future as part of this effort, and 3) the proposed additional scope of work. If the Board is interested in pursuing Phase 2, then staff would return at a future meeting with a formal scope, formal request to use Measure J 28b dollars, and an updated funding agreement with CCTA and ACTC.

**ATTACHMENTS:**

- A. Draft Conceptual Scope of Work for Phase 2 of the San Pablo Ave. Multimodal Corridor Study

## DRAFT

# Conceptual Scope of Work for the San Pablo Ave. Multimodal Corridor Study, Phase 2

July 15, 2019

**Phase 2 Purpose: Advance design concepts, and transit and traffic analysis from Phase 1 to better suit West County's needs.**

**Approximate Budget Available:** \$450,000 (\$300K from CCTA and \$150K from WCCTAC's 28b fund, pending approval by Board).

### 1. Design Concepts Specific to the ROW Dimensions and Circulation Needs of West County

Locations-

- El Cerrito: Downtown, Uptown/del Norte (Midtown could be done as part of El Cerrito's SRTT scope)
- Richmond: southern and northern segments
- San Pablo: southern, middle and northern segments
- Northern terminus and/or mid-point turn around points

Develop sketch-planning level options for the above locations, then identify no more than four locations to develop further as prototypes. (Note that analyzing a number of options to a detailed conceptual design level is fairly resource intensive.)

Design elements will consider curb management, side and center boarding for buses, managed lanes, U-turns and left turns from both San Pablo Ave. and side streets.

*Regarding side boarding vs. center boarding:*

- Receive further information from Phase 1 evaluation;
- Study geometric implications in more detail;
- Study time/operational differences; and
- If appropriate, determine process for transitioning over time from side to center boarding operations

*Regarding curb management:* Review needs for truck parking, passenger loading, & customer parking.

*Regarding managed lanes:* Consider options for both the AM and PM peak periods.

*Regarding left-turns and U-turns:*

- Evaluate changes to and impacts of left-turn and U-turn movements from San Pablo Ave. and side streets.
- May need additional count data, but base on existing conditions.

## **2. Transit Analysis**

- Operations along San Pablo Avenue (turnaround locations, stop locations),
- Existing travel time/reliability issues (speed and delay) and potential for improvement with transit priority treatments,
- Impact of service changes (hybrid BRT, including diagrams of stop configuration/spacing, % of riders impacted, etc.). The cost of this work could vary significantly depending on the level of detail/coordination.
- Identify transit benefits for Contra Costa County
  - If bus rapid transit is fully deployed in West County
  - If bus rapid transit is primarily deployed in Alameda County and partially deployed in West County

## **3. Traffic Analysis, Including Diversion**

Phase 1 may have generated more information in West County than has been fully relayed to West County jurisdictions. If possible, rely on data already developed in Phase 1 to prepare new, focused analysis and graphics.

If potential information and results justify, and budget permits, utilize a micro-simulation model. A micro-simulation model may be the best way to determine traffic impacts and travel time impacts for both buses and autos. For all of West County, analyzing a couple of alternatives and a couple of time periods, this would likely cost about \$100k, maybe more. Need to identify time horizon. The cost could be reduced by limiting extents, time periods, alternatives, etc. That would only provide limited information about traffic diversion –it would basically determine if the travel demand model estimates for diversion are accurate. However, a micro-simulation model won't determine which streets cars will divert onto.

## **4. Evaluation**

The prior categories would all have some amount of evaluation incorporated into them. Due to budget constraints there will be limited opportunity for new quantitative evaluation metrics at this stage.

One of the issues with the Phase 1 evaluation is that the findings were provided at the corridor level, but the results really vary from City to City. Even focusing on the West County subregion is still likely to result in too broad of an analysis. The most cost-effective way to understand the pros and cons of different street configurations may be to revisit the earlier evaluations from Phase 1, while focusing on city by city. This evaluation work would still factor in corridor-wide considerations, such as need for continuity, need for consistent bus treatments, etc.

## **5. Public Engagement**

Extensive public engagement occurred during the first phase. Key issues, concerns and tradeoffs are now known, and Phase 2 is primarily a technical study which would utilize previously collected

information. Phase 2 should focus on the technical analysis with limited outreach that is primarily about sharing analysis results near its conclusion. Outreach methods should include presentations to the WCCTAC TAC and Board and possibly one Council presentation per jurisdiction if budget allows (El Cerrito, Richmond and San Pablo).

## **6. Deliverables**

Minimize written reports to maximize consultant's analysis services. Treat PowerPoints and graphics/handouts as deliverables, in order to focus consultant's effort on the technical work and in preparing for the engagement effort. A technical memo may be needed for the traffic and transit analysis tasks. Good graphics will be needed for presentations. A package of the work generated should be prepared at the conclusion of Phase 2.

## **7. Small Local Business Enterprise (SLBE) Waiver**

Because ACTC holds the contract with the consultant, the current contract requires SLBE for 30% of the work, but the required SLBE work must be performed by an Alameda County SLBE. WCCTAC staff and TAC recommend waiving this requirement for work specific to West County. This would extend the reach of the Phase 2 budget. For the contract amendment required for West County's Phase 2 work, request that ACTC allow a waiver for work in West County.

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El Cerrito

Hercules

July 16, 2019

Pinole

Randy Iwasaki  
Contra Costa Transportation Authority  
2999 Oak Road, #100  
Walnut Creek, CA 94597

**RE: Initial Draft Transportation Expenditure Plan**

Richmond

Dear Randy,

I am writing to provide the WCCTAC Board’s feedback on the Initial Draft TEP that was released by the Authority on July 11, 2019. The WCCTAC Board held a special meeting on July 12, 2019 to discuss the TEP. The conclusions from that meeting are described below.

San Pablo

First, the WCCTAC Board appreciates the hard work and dedication of the CCTA Commissioners and staff. WCCTAC believes that the Initial Draft TEP has a thoughtful and compelling framework, with an emphasis on addressing traffic congestion in major corridors in Contra Costa County, while also considering other key transportation needs. In short, WCCTAC is generally happy with the document.

Contra Costa  
County

WCCTAC also very much appreciates the willingness of the Authority to accept our Board’s feedback on the proposed funding allocation by category. At this time, WCCTAC does not have any concerns about the categories in the TEP, the names of the categories, or the amount of funding proposed to be allocated to each category. At this time, WCCTAC is also satisfied with the policies that have been developed for the TEP and does not have any additional feedback.

AC Transit

WCCTAC is, however, seeking clarification in three main areas.

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General Follow-up Questions

First, WCCTAC would like greater assurance that the proposed funding allocations by subregion will remain in place if the measure passes. Right now, the overall, county-wide funding allocation by category is included in the TEP document on page 4. However, the breakdown by subregion is not included. The WCCTAC Board proposes that the allocation by sub-region be included somewhere in the TEP document, perhaps at the end. This breakdown by subregion should include both dollars and percentages. If the Authority does not want to include this information in the document because it considers it to be too much

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detail for voters, WCCTAC would like to see this sub-regional breakdown enshrined somewhere else.

Secondly, the elimination of the *Regional Transportation Priorities* category has potentially serious implications for WCCTAC. As with Measure J 28b (subregional needs), this category would have provided a small amount of flexible funding for subregions. In WCCTAC's case, Measure J 28b funds have been critical over the last few years for leveraging outside dollars from state, regional and other local agencies. In fact, WCCTAC has used approximately \$600K to leverage over \$3M in grant funding since 2015. Just as Measure J has provided the Authority with the ability to leverage other dollars, so the 28b category has allowed WCCTAC some small, independent leveraging capability, which helps to maximize total transportation dollars for Contra Costa County.

The WCCTAC Board understands that the Authority may have removed the *Regional Transportation Priorities* category in order to limit the total number of categories and streamline the measure for voters. However, this removal raises questions about how WCCTAC will be able to utilize funding in the new measure to quickly and easily obtain matching funds for grants. Could WCCTAC tap into related funding categories within the TEP to obtain grant match money? If so, which categories? How easily will this be to do in practice? If the proposed funding categories in the TEP are not a practical source of grant matching funds because of infrequent funding cycles, formula-based funding, or because eligible projects are defined in advance, how does the Authority propose that matching funds could be obtained? Would the Authority consider carving out a special West County fund for grant matches within the Planning, Facilities, and Services category? Is there another way to accomplish this goal in the TEP?

Lastly, the WCCTAC Board has some questions about the general flexibility of the TEP. The Board understands and appreciates that the TEP will be re-evaluated every ten years. The Board also appreciates that if funds cannot be used for a particular project, that those funds could be shifted to a different project. The Board also understands that expenditure plan amendments by majority vote will be allowed in order to account for unforeseen circumstances. The Board is assuming that funds will generally not be re-purposed across categories and will not generally be re-purposed across subregions. Is that correct? The Board is also curious about how much flexibility will be allowed within each funding category. When the Authority creates funding guidelines after the passage of a measure, how much will be defined in advance and how much will be left flexible? How much of a role will RTPCs have in shaping the funding guidelines after passage, and in helping to guide investments in the future?

#### Text Corrections and Feedback

In addition to general questions about three subjects discussed above, WCCTAC has some specific feedback on the text of the TEP, as follows:

- On page 16, the document notes that "In 2017, three major freeways in Contra Costa County rank in the top 10 worst commutes: I-680, Highway 24, and Highway 4." This statement should probably be put in the past tense. Also, critically, it is missing I-80,

which consistently ranks near the top of the worst Bay Area commutes. It may also be missing I-580.

- On page 22, the WCCTAC Board would like to see more clarity or specificity around terms like: “maximize system efficiency”, “managed lane strategies”, and “shared mobility hubs”. The general public does not necessarily know what these things are.
- On page 23, under the “Enhance Ferry Service and Commuter Rail Service in West County” header, the text notes that CCTA will “consider” funding a new intermodal station. However, this would seem to be the very purpose of this line item. WCCTAC suggests stronger language related to this long standing priority project. One option is to simply remove the word, “consider”.
- On page 23, there could be a bit more clarity or information about what dedicated, part-time transit lanes might entail.

We thank you once again for the opportunity to provide feedback.

Sincerely,

A handwritten signature in black ink that reads "John Nemeth". The signature is written in a cursive, flowing style.

John Nemeth  
WCCTAC Executive Director

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El Cerrito

Hercules

June 28, 2019

Pinole

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

RE: June WCCTAC Board Meeting Summary

Dear Randy:

The WCCTAC Board, at its meeting on June 28, 2019, took the following actions that may be of interest to CCTA:

1. Appointed Coire Reilly as the Countywide Bike Pedestrian Advisory Committee Representative.
2. Adopted Resolution 19-06, WCCTAC Work Program, Budget and Dues for FY 2020
3. Discussed the Transportation Expenditure Plan (TEP) being developed by CCTA and considered its preference for funding allocations by category.

Please let me know if you have any follow-up questions.

Sincerely,

A handwritten signature in blue ink that reads "John Nemeth".

John Nemeth  
Executive Director

cc: Tarienne Grover, CCTA; John Cunningham, TRANSPAC; Jamar Stamps, TRANSPLAN; Lisa Bobadilla, SWAT; Matt Todd, CCTA

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

**ABAG:** Association of Bay Area Governments  
**ACTC:** Alameda County Transportation Commission  
**ADA:** Americans with Disabilities Act  
**APC:** Administration and Projects Committee (CCTA)  
**ATP:** Active Transportation Program  
**AV:** Autonomous Vehicle  
**BAAQMD:** Bay Area Air Quality Management District  
**BATA:** Bay Area Toll Authority  
**BCDC:** Bay Conservation and Development Commission  
**Caltrans:** California Department of Transportation  
**CCTA:** Contra Costa Transportation Authority  
**CEQA:** California Environmental Quality Act  
**CIL:** Center for Independent Living  
**CMAs:** Congestion Management Agencies  
**CMAQ:** Congestion Management and Air Quality  
**CMIA:** Corridor Mobility Improvement Account (Prop 1B bond fund)  
**CMP:** Congestion Management Program  
**CSMP:** Corridor System Management Plan  
**CTC:** California Transportation Commission  
**CTP:** Contra Costa Countywide Comprehensive Transportation Plan  
**CTPL:** Comprehensive Transportation Project List  
**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 RITC:** Hercules Intermodal Transit Center  
**ITS:** Intelligent Transportations System  
**LOS:** Level of Service (traffic)  
**MOU:** Memorandum of Understanding  
**MPO:** Metropolitan Planning Organization  
**MTC:** Metropolitan Transportation Commission  
**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  
**PASS:** Program for Arterial System Synchronization  
**PBTF:** Pedestrian, Bicycle and Trail Facilities  
**PC:** Planning Committee (CCTA)  
**PCC:** Paratransit Coordinating Committee (CCTA)  
**PDA:** Priority Development Areas  
**PSR:** Project Study Report (Caltrans)  
**RHNA:** Regional Housing Needs Allocation (ABAG)  
**RPTC:** Richmond Parkway Transit Center  
**RTIP:** Regional Transportation Improvement Program  
**RTP:** Regional Transportation Plan  
**RTPC:** Regional Transportation Planning Committee  
**SCS:** Sustainable Communities Strategy  
**SHPO:** State Historic and Preservation Officer  
**SOV:** Single Occupant Vehicle  
**STA:** State Transit Assistance  
**STIP:** State Transportation Improvement Program  
**STMP:** Subregional Transportation Mitigation Plan  
**SWAT:** Regional Transportation Planning Committee for Southwest County  
**TAC:** Technical Advisory Committee  
**TCC:** Technical Coordinating Committee (CCTA)  
**TDA:** Transit Development Act funds  
**TDM:** Transportation Demand Management  
**TFCA:** Transportation Fund for Clean Air  
**TEP:** Transportation Expenditure Plan  
**TLC:** Transportation for Livable Communities  
**TOD:** Transit Oriented Development  
**TRANSPAC:** Regional Transportation Planning Committee for Central County  
**TRANSPLAN:** Regional Transportation Planning Committee for East County  
**TSP:** Transit Signal Priority (traffic signals and buses)  
**VMT:** Vehicle Miles Traveled  
**WCCTAC:** West County Costa Transportation Advisory Committee  
**WETA:** Water Emergency Transportation Agency