

MEETING NOTICE AND AGENDA

DATE & TIME: Friday, April 24, 2020 • 8:00 AM – 10:00 AM

REMOTE ACCESS:

<https://zoom.us/j/7321058840?pwd=c1dMVjJydIBoYk0yYWVZVlMWHZ4Zz09>

MEETING ID#: 732 105 8840

PASSWORD (if requested): WCCTAC2020

Shelter-In-Place Order and Teleconference

The Contra Costa County Health Officer issued an order directing residents to **shelter in place**, due to the Coronavirus disease 2019 (COVID-19). The order limits activity, travel, and business functions to only those that are essential.

Remote Participation Only

Due to the public health emergency, WCCTAC is making several changes to its April Board meeting procedures to protect the public's health and prevent the disease from spreading locally. As a result of the COVID-19 public health emergency, including the Alameda County Health Officer and Governor's directives for everyone to shelter in place, **there will be no physical location for the Board Meeting**. Board members will attend via teleconference and members of the public are invited to attend the meeting and **participate remotely**.

Pursuant to the Governor's Executive Order N-29-20, Board members: Chris Kelley, Roy Swearingen, Rita Xavier, Tom Butt, Ben Choi, Demnlus Johnson, Paul Fadelli, John Gioia, Chris Peeples, Maureen Powers, and Mark Foley may be attending this meeting via teleconference, as may WCCTAC Alternate Board Members. Any votes conducted during the teleconferencing session will be conducted by roll call.

The public may observe and address the WCCTAC Board in the following ways:

Remote Viewing/Listening

Webinar:

To observe the meeting by video conference, utilizing the Zoom platform, please click on this link to join the webinar at the noticed meeting time.:

<https://zoom.us/j/7321058840?pwd=c1dMVjJydIBoYk0yYWVZVlMWHZ4Zz09>

Phone:

Dial one of the following numbers, enter the participant PIN followed by # to confirm:
+1 669 900 6833

El Cerrito

Hercules

Pinole

Richmond

San Pablo

Contra Costa
County

AC Transit

BART

WestCAT

Meeting ID: 732 105 8840
Password: 066620

Public Comment via Teleconference

Members of the public may address the Board during the initial public comment portion of the meeting or during the comment period for agenda items.

Participants are encouraged to use the chat function on Zoom to indicate if they wish to speak on a particular item.

Written Comment (accepted until the start of the meeting, unless otherwise noted on the meeting agenda)

Public comments received by 5:00 p.m. on the evening before the Board meeting date will be provided via e-mail to the WCCTAC Board and considered before Board action. Comments may be submitted by email to vjenkins@wcctac.org. Comments may also be submitted via e-mail to vjenkins@wcctac.org at any time prior to closure of the public comment portion of the item(s) under consideration. All written comments will be included in the record.

Reading of Public Comments: WCCTAC staff will read aloud email comments received during the meeting that include the subject line “FOR THE RECORD” as well as the item number for comment, provided that the reading shall not exceed three (3) minutes, or such other time as the Board may provide.

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1. **Call to Order and Board Member Roll Call.** *(Chris Kelley – 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.*

CONSENT CALENDAR

3. **Minutes of February 28, 2020 Board Meeting.** *(Attachment; Recommended Action: Approve).*
4. **Monthly Update on WCCTAC Activities.** *(Attachment; Information Only).*
5. **Financial Reports.** The reports show the Agency’s revenues and expenses for February and March 2020. *(Attachment; Information Only).*
6. **Payment of Invoices over \$10,000.** Kimley-Horne Associates for the West County Express Bus Implementation Plan for \$45,641.67, \$34,888.58, and \$47,578.66.
7. **STMP Cooperative Funding Agreement for the City of Pinole San Pablo Ave. Bridge Replacement Project.** In December 2018, the WCCTAC Board agreed to

award \$1,600,000 in fees from the 2006 STMP to the City of Pinole for its Bridge Replacement Project on San Pablo Ave. Resolution No. 20-01 authorizes the Executive Director to execute a funding agreement with the City of Pinole. *(Attachment; Recommended Action: Adopt Resolution 20-01).*

8. STMP Cooperative Funding Agreement for the City of Pinole Bay Trail Gap at Tennent Ave. Project. In December 2018, the WCCTAC Board agreed to award \$100,000 in fees from the 2006 STMP to the City of Pinole for its Bay Trail Gap Project at Tennent Ave. Resolution No. 20-02 authorizes the Executive Director to execute a funding agreement with the City of Pinole. *(Attachment; Recommended Action: Adopt Resolution 20-02).*

9. Fiscal Audit and Memorandum of Internal Control for Fiscal Year 2019. The accounting firm of Maze and Associates prepared the fiscal audit for WCCTAC for fiscal year 2019. *(Attachments provided under separate cover to Directors and available on WCCTAC's website: 1. Basic Financial Statements, 2. Memorandum on Internal Controls, and 3. Required Communications for the Year Ended June 30, 2019; Recommended Action: Receive and Accept the Audit).*

REGULAR AGENDA ITEMS

10. Local Match for I-80/Central Avenue ATP Grant Application. Caltrans District 4 is prioritizing one grant application for Cycle 5 of the state's Active Transportation Program (ATP), which would improve pedestrian and bicycle infrastructure on Central Avenue below the I-80 overpass. WCCTAC staff is recommending offering Measure J 28b funds to serve as a local match to boost the application's score and to complement local contributions by the City of El Cerrito and City of Richmond. *(John Nemeth, WCCTAC Staff; Attachments; Recommended Action: Approve Resolution 20-03 authorizing the use of Measure 28b funds to serve as a local match for a Caltrans ATP grant application)*

11. Paratransit Meal Delivery Under Current Shelter at Home Order. West County transit operators and city paratransit programs have shifted efforts from picking up people to delivering food to homebound senior and disabled residents. Staff has been working closely with all the operators to identify needs and assure meal services are continued for this vulnerable population. *(Joanna Pallock, WCCTAC Staff; Attachments; Recommended Action: Information only)*

12. TDM Program Update. 511 Contra Costa, WCCTAC's TDM program, will give an update on program activities this year and looking ahead to next year. After a record-breaking year in many of the programs, 511 Contra Costa, like lots of programs aimed at commuters, faces new challenges in the future and will need to adapt to the post-COVID19 world. *(Coire Reilly, WCCTAC Staff; No Attachments; Recommended Action: Information only)*

STANDING ITEMS

13. Board and Staff Comments.

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

14. General Information Items.

- a. Letter to CCTA Executive Director with February 28, 2020 Summary of Board Actions
- b. Acronym List

15. Adjourn. Next regular meeting is: May 22, 2020 @ 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: February 28, 2020**

MEMBERS PRESENT: Chris Kelley, Vice-Chair (Hercules); Tom Butt, (Richmond); Ben Choi (Richmond); Roy Swearingen (Pinole); Chris Peeples (AC Transit); Rita Xavier (San Pablo); Debora Allen (BART); Paul Fadelli (El Cerrito)

STAFF PRESENT: John Nemeth, Joanna Pallock, Valerie Jenkins, Coire Reilly, Leah Greenblat, Kris Kokotaylo (Legal Counsel)

ACTIONS LISTED BY: Valerie Jenkins

Meeting Called to Order: 8:00 am

Public Comment: Jerry Parsons thanked the WCCTAC Board for the work that they do for West County. He also noted that he was in favor of the new Measure J.

CONSENT CALENDAR:

Motion by **Director Xavier** to accept Consent Calendar; seconded by **Director Butt**; passed unanimously.

Item #3. Approved: Minutes January 24, 2020 Board Meeting

Item #4. Approved: Monthly Update on WCCTAC Activities.

Item #5. Approved: Financial Reports for January 2020.

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

Item #7. Approved: FY 2018-2019 STMP Annual Report. This report covers the conclusion of the 2006 program just prior to the start of the new program.

REGULAR AGENDA ITEMS:

ITEM/DISCUSSION	ACTION
Item #8 Richmond Ferry – Additional Weekday Service Review and Customer Survey	Kevin Connolly, of WETA Staff, provided information about the prospect for additional weekday service and also reviewed the responses from the Customer Survey, with a focus on Richmond riders.
Item #9 West Contra Costa Express Bus Implementation Plan – Adoption of Final Draft	Adam Dankberg, of Kimley-Horn Associates, provided a summary of the presentations given to the WestCAT and AC Transit Boards of Directors and reported on changes incorporated in the final draft of the plan.

	<p>Motion by Director Peeples; seconded by Director Gioia, to adopt the Final Draft of the West Contra Costa Express Bus Implementation Plan.</p> <p>Yes- C. Kelley, T. Butt, R. Swearingen, B. Choi, C. Peeples, R. Xavier, P. Fadelli, D. Allen, J. Gioia</p> <p>No- None</p> <p>Abstention- None</p>
<p>Item #10 Update on the Hercules Regional Intermodal Transit Center (RITC)</p>	<p><i>Information Only</i></p> <p>David Biggs, the Hercules City Manager, provided an overview and update on the Hercules Regional Transit Center (RITC) project, and the work of getting a new rail stop on the Capital Corridor line. He also reviewed the transit-oriented development projects in the immediate area, and other supportive infrastructure projects.</p>
<p>Item #11 Metropia Overview</p>	<p><i>Information Only</i></p> <p>Coire Reilly, of WCCTAC Staff, provided an overview of the upcoming Federal Highway Administration study that Metropia is conducting on the I-80 corridor. The study will focus on shifting single occupant car trips to green modes. The partnership with 511 Contra Costa will run until June 2020.</p>

Meeting Adjourned: 9:34am

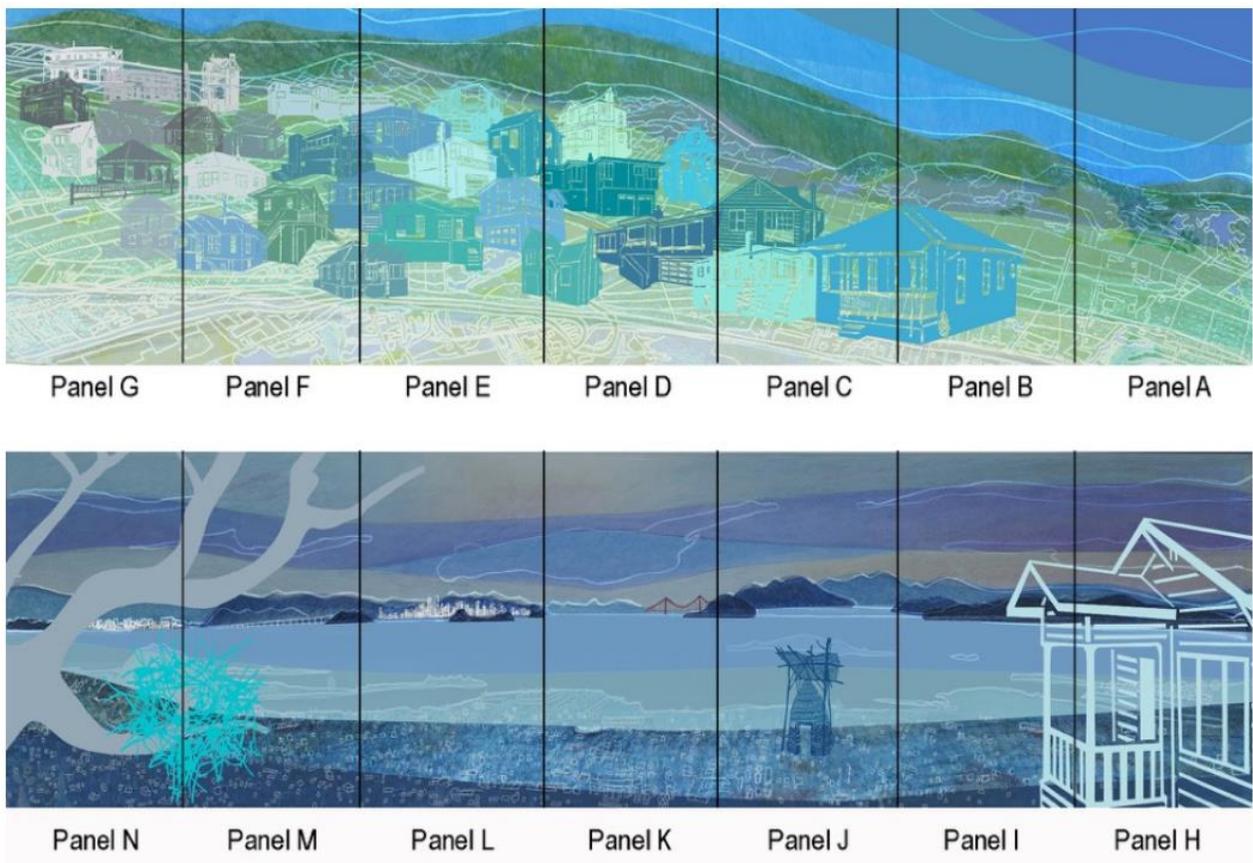
TO: WCCTAC Board

DATE: April 24, 2020

FR: John Nemeth, Executive Director

RE: Monthly Update on WCCTAC Activities

Del Norte BART Station Construction



At the March 12th, WCCTAC TAC Meeting, BART staff provided a detailed update on its construction activities as part of its El Cerrito Del Norte BART Station Modernization Project. The WCCTAC Board has authorized the use of \$1.5 million in STMP funds towards the project. When completed, the project will help relieve crowding, improve accessibility, reduce fare evasion, and enhance the customer experience. BART staff also shared images of art panels that are being installed at the station (shown above). With BART service reductions in place due to the COVID-19 pandemic, BART has focused on construction activity, including at Del Norte. The Del Norte modernization is expected to be completed by late 2020.

Redefining Mobility Summit at Bishop Ranch

On March 10th, CCTA, GoMentum Station, and Bishop Ranch hosted the sixth annual Redefining Mobility Summit in San Ramon. The event focused on emerging technologies in transportation.

WCCTAC Director Rita Xavier, Executive Director John Nemeth, Project Manager Leah Greenblat, and TDM Program Manager Coire Reilly were all in attendance. Overall participation was impacted by the emerging coronavirus pandemic, with several panelists attending remotely due to company travel restrictions. Contra Costa County's shelter-in-place order came six days later.



WCCTAC's Virtual Office

On March 13th, three days before the County's shelter-in-place order, WCCTAC staff moved to a virtual office. Earlier in the year, WCCTAC made upgrades to its virtual private network (VPN). At the beginning of March, WCCTAC and its technical support consultant, Nerd Crossing Inc., made sure that all staff had had access to the VPN on their laptops and that staff knew how to make this connection. Staff also discussed processes for working remotely in preparation for leaving the office. The April 9th TAC meeting was held remotely using Zoom.

Two EV Charging Stations Installed at new San Pablo City Hall



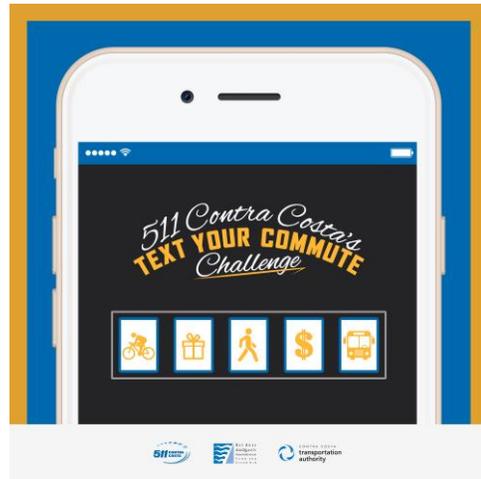
WCCTAC's TDM Program, 511 Contra Costa, provided incentive funding to install two new, dual-port electric vehicle charging stations at the newly constructed San Pablo City Hall. The chargers will be open and available to the public.

If there are other locations in West County where you would like to see more electric vehicle stations installed, please contact 511 Contra Costa Program Manager, Coire Reilly, with inquiries.

creilly@511contracosta.org

Text Your Commute has Best Year Ever

Through a combination of extending the sign-up window, promoting the program on social media, using the 511 Contra Costa newsletter, and reaching out to community contacts and employers, Text Your Commute had its best year ever since its inception in 2016. This year's 800+ participants is nearly as many as all previous years combined! The program ran from October 2019 to March 2020. As of now, the program is expected to re-open again this autumn.



Text Your Commute is a limited-time incentive program where participants answer questions about their daily commutes for three weeks. At the end of the three weeks, if they tally up enough “green” trips, they are eligible for rewards. Full program rules and details are available here: 511cc.org/TYC

Bike to Work Day Postponed to September 24



Due to COVID-19 and continuing shelter-in-place orders, the regional team that organizes Bike to Work Day, which includes WCCTAC/511 Contra Costa, has decided to postpone the event from its original date of May 14th to a tentative date of September 24th. The Bike to Work Day organizers will be closely following developments with the virus and shelter-in-place orders to make sure that any activities in September closely follow best public health practices.

Senior Transportation Services in West County

The WCCTAC Travel Training program is on a hiatus given the impracticality of travel training orientations and outings. This past month, however, has provided an opportunity for WCCTAC to coordinate with local transportation providers to ensure senior and disabled food security and access to essential services under shelter-in-place orders.

Working with transit operators, and city paratransit programs funded under Measure J 20b, WCCTAC staff and the WCCTAC TAC supported the use of already-allocated Measure J 20b funds for existing drivers and vehicles to deliver meals related to the Meals on Wheels program. Because fewer trips are being requested by residents, transit and paratransit capacity is freed up and can be re-directed. Staff will provide more information on these efforts at the April Board meeting.

In addition, WCCTAC staff will provide an update to the Board in May on the West County Travel Training program's work since the program's inception in March 2019, how it has adapted during the pandemic, as well as plans for the future.

Developing a West County ATP Grant Strategy for Cycle 5

At its March 12th meeting, the WCCTAC TAC discussed the current Cycle 5 of the Active Transportation Program's (ATP) Call for Projects. Caltrans District 4 seeks to resubmit a revised application for pedestrian and bicycle improvements on Central Avenue under the I-80 overpass. Caltrans submitted the project in the last cycle and it scored relatively well; however, very few projects were funded in northern California. ATP program adjustments were undertaken so more projects are likely to be funded in northern California for Cycle 5.

Caltrans District 4 has identified the Central Avenue project as its high priority for submittal and approached WCCTAC staff about how to improve the proposal for the current round. One option is to provide a local cash match which Caltrans has requested. This item will be on the WCCTAC Board's agenda for its April meeting.



General Ledger Monthly Budget Report

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 Period 01 - 09
 Fiscal Year 2020



Account Number	Description	Adopted	Budget Adjustments	Adjusted	YTD Actual	Variance Encumbered	Available	% Avail
7700	WCCTAC Operations							
770-7700-41000	Salary	507,448.00	0.00	507,448.00	278,203.78	229,244.22	229,244.22	45.18
770-7700-41200	PERS Retirement	0.00	0.00	0.00	61,832.62	-61,832.62	-61,832.62	0.00
770-7700-41310	Medical Insurance	0.00	0.00	0.00	46,393.75	-46,393.75	-46,393.75	0.00
770-7700-41311	Retiree Healthcare	0.00	0.00	0.00	1,245.27	-1,245.27	-1,245.27	0.00
770-7700-41400	Dental	0.00	0.00	0.00	3,178.60	-3,178.60	-3,178.60	0.00
770-7700-41500	Flexible Spending Account	0.00	0.00	0.00	3,490.00	-3,490.00	-3,490.00	0.00
770-7700-41800	LTD Insurance	0.00	0.00	0.00	2,235.28	-2,235.28	-2,235.28	0.00
770-7700-41900	Medicare	0.00	0.00	0.00	4,023.35	-4,023.35	-4,023.35	0.00
770-7700-41901	Other Insurances	0.00	0.00	0.00	6,896.49	-6,896.49	-6,896.49	0.00
770-7700-41902	FICA	0.00	0.00	0.00	161.82	-161.82	-161.82	0.00
770-7700-41904	Life Insurance	0.00	0.00	0.00	650.66	-650.66	-650.66	0.00
770-7700-41911	Liability Insurance	4,050.00	0.00	4,050.00	0.00	4,050.00	4,050.00	100.00
770-7700-41912	Unemployment Insurance	0.00	0.00	0.00	189.00	-189.00	-189.00	0.00
	Salary and Benefits	511,498.00	0.00	511,498.00	408,500.62	102,997.38	102,997.38	20.14
770-7700-43500	Office Supplies	4,000.00	0.00	4,000.00	4,452.78	-452.78	-452.78	-11.32
770-7700-43501	Postage	1,800.00	0.00	1,800.00	1,212.18	587.82	587.82	32.66
770-7700-43520	Copies/Printing/Shipping/Xerox	4,050.00	0.00	4,050.00	2,703.91	1,346.09	1,346.09	33.24
770-7700-43600	Professional Services	0.00	54,325.00	54,325.00	38,297.53	16,027.47	16,027.47	29.50
770-7700-43900	Rent/Building	23,900.00	0.00	23,900.00	16,267.17	7,632.83	7,632.83	31.94
770-7700-44000	Special Department Expenses	10,000.00	0.00	10,000.00	3,807.69	6,192.31	6,192.31	61.92
770-7700-44320	Travel/Training Staff	5,000.00	0.00	5,000.00	2,441.10	2,558.90	2,558.90	51.18
	Service and Supplies	48,750.00	54,325.00	103,075.00	69,182.36	33,892.64	33,892.64	32.88
7700	Expense	560,248.00	54,325.00	614,573.00	477,682.98	136,890.02	136,890.02	22.27
	WCCTAC Operations	560,248.00	54,325.00	614,573.00	477,682.98	136,890.02	136,890.02	22.27
7720	WCCTAC TDM							
772-7720-41000	Salary	310,450.00	0.00	310,450.00	147,035.79	163,414.21	163,414.21	52.64
772-7720-41200	PERS Retirement	0.00	0.00	0.00	45,563.57	-45,563.57	-45,563.57	0.00
772-7720-41310	Medical Insurance	0.00	0.00	0.00	29,062.21	-29,062.21	-29,062.21	0.00
772-7720-41400	Dental Insurance	0.00	0.00	0.00	2,082.84	-2,082.84	-2,082.84	0.00
772-7720-41800	LTD Insurance	0.00	0.00	0.00	972.40	-972.40	-972.40	0.00
772-7720-41900	Medicare	0.00	0.00	0.00	2,117.07	-2,117.07	-2,117.07	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	2,930.57	-2,930.57	-2,930.57	0.00
772-7720-41904	Life Insurance	0.00	0.00	0.00	261.98	-261.98	-261.98	0.00
772-7720-41911	Liability Insurance	4,050.00	0.00	4,050.00	3,965.92	84.08	84.08	2.08
	Salary and Benefits	314,500.00	0.00	314,500.00	233,992.35	80,507.65	80,507.65	25.60
772-7720-43300	MembershipsSubscriptions	0.00	0.00	0.00	762.50	-762.50	-762.50	0.00
772-7720-43500	Office Supplies	1,000.00	0.00	1,000.00	13,248.62	-12,248.62	-12,248.62	-1,224.86
772-7720-43501	TDM Postage	0.00	0.00	0.00	457.49	-457.49	-457.49	0.00
772-7720-43502	TDM Postage	1,500.00	0.00	1,500.00	0.00	1,500.00	1,500.00	100.00
772-7720-43520	CopiesPrintingShippingXerox	22,500.00	0.00	22,500.00	8,143.90	14,356.10	14,356.10	63.80
772-7720-43600	Professional Services	40,000.00	28,000.00	68,000.00	69,575.34	-1,575.34	-1,575.34	-2.32
772-7720-43900	RentBuilding	23,900.00	0.00	23,900.00	16,267.11	7,632.89	7,632.89	31.94
772-7720-44000	Special Department Expenses	125,647.00	0.00	125,647.00	142,188.15	-16,541.15	-16,541.15	-13.16
772-7720-44320	TravelTraining Staff	2,200.00	0.00	2,200.00	1,811.18	388.82	388.82	17.67
	Service and Supplies	216,747.00	28,000.00	244,747.00	252,454.29	-7,707.29	-7,707.29	-3.15
	Expense	531,247.00	28,000.00	559,247.00	486,446.64	72,800.36	72,800.36	13.02
7720	WCCTAC TDM	531,247.00	28,000.00	559,247.00	486,446.64	72,800.36	72,800.36	13.02
7730	STMP	50,000.00	0.00	50,000.00	0.00	50,000.00	50,000.00	100.00
773-7730-41000	Salary	50,000.00	0.00	50,000.00	0.00	50,000.00	50,000.00	100.00
	Salary and Benefits	50,000.00	0.00	50,000.00	0.00	50,000.00	50,000.00	100.00
773-7730-44000	Special Department Expense	700,000.00	2,420,000.00	3,120,000.00	780,632.50	2,339,367.50	2,339,367.50	74.98
	Service and Supplies	700,000.00	2,420,000.00	3,120,000.00	780,632.50	2,339,367.50	2,339,367.50	74.98
7730	Expense	750,000.00	2,420,000.00	3,170,000.00	780,632.50	2,389,367.50	2,389,367.50	75.37
	STMP	750,000.00	2,420,000.00	3,170,000.00	780,632.50	2,389,367.50	2,389,367.50	75.37
7740	WCCTAC Special Projects	0.00	0.00	0.00	1,271.20	-1,271.20	-1,271.20	0.00
774-7740-43500	Office Supplies	0.00	0.00	0.00	221,206.53	-221,206.53	-221,206.53	0.00
774-7740-43600	Professional Services	0.00	0.00	0.00	1,657.93	666,318.07	666,318.07	99.75
774-7740-44000	Special Department Expense	535,173.00	132,803.00	667,976.00	434.26	-434.26	-434.26	0.00
774-7740-44320	TravelTraining Staff	0.00	0.00	0.00	434.26	-434.26	-434.26	0.00
	Service and Supplies	535,173.00	132,803.00	667,976.00	224,569.92	443,406.08	443,406.08	66.38
7740	Expense	535,173.00	132,803.00	667,976.00	224,569.92	443,406.08	443,406.08	66.38
	WCCTAC Special Projects	535,173.00	132,803.00	667,976.00	224,569.92	443,406.08	443,406.08	66.38
Expense Total		2,376,668.00	0.00	5,011,796.00	1,969,332.04	3,042,463.96	3,042,463.96	0.6071

General Ledger Monthly Budget Report



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 Period 01 - 09
 Fiscal Year 2020

Account Number	Description	Adopted	Budget Adjustments	Adjusted	YTD Actual	Variance	Encumbered	Available	% Avail
0000	Non Departmental								
773-0000-34310	CC County STMP Fees	0.00	250,000.00	-250,000.00	-66,558.82	-183,441.18	0.00	-183,441.18	73.38
773-0000-34315	El Cerrito STMP Fees	-1,485,827.00	0.00	-1,485,827.00	-208,302.20	-1,277,524.80	0.00	-1,277,524.80	85.98
773-0000-34320	Hercules STMP Fees	-350,000.00	0.00	-350,000.00	-772,328.04	422,328.04	0.00	422,328.04	-120.67
773-0000-34325	Pinole STMP Fees	-60,000.00	0.00	-60,000.00	-28,567.30	-31,432.70	0.00	-31,432.70	52.39
773-0000-34330	Richmond STMP Fees	-1,265,052.00	0.00	-1,265,052.00	-71,033.29	-1,194,018.71	0.00	-1,194,018.71	94.38
773-0000-34335	San Pablo STMP Fees	-75,000.00	0.00	-75,000.00	-49,488.00	-25,512.00	0.00	-25,512.00	34.02
	Licenses and Permits	-3,235,879.00	250,000.00	-3,485,879.00	-1,196,277.65	-2,289,601.35	0.00	-2,289,601.35	65.68
772-0000-33403	Grants	0.00	559,247.00	-559,247.00	0.00	-559,247.00	0.00	-559,247.00	100.00
	Grants	0.00	559,247.00	-559,247.00	0.00	-559,247.00	0.00	-559,247.00	100.00
770-0000-36102	Interest	0.00	0.00	0.00	-531.19	531.19	0.00	531.19	0.00
773-0000-36102	Interest	0.00	0.00	0.00	-21,477.19	21,477.19	0.00	21,477.19	0.00
	Use of Property and Money	0.00	0.00	0.00	-22,008.38	22,008.38	0.00	22,008.38	0.00
770-0000-34010	STMP Administration	0.00	0.00	0.00	-44,074.09	44,074.09	0.00	44,074.09	0.00
770-0000-34111	Member Contributions	-523,670.00	0.00	-523,670.00	-523,670.00	0.00	0.00	0.00	0.00
770-0000-39906	Other Revenue	-15,000.00	76,106.00	-91,106.00	-39,314.47	-51,791.53	0.00	-51,791.53	56.85
772-0000-39906	Other Revenue	0.00	0.00	0.00	-491,632.86	491,632.86	0.00	491,632.86	0.00
773-0000-34010	STMP Administration	0.00	0.00	0.00	44,074.09	-44,074.09	0.00	-44,074.09	0.00
774-0000-39906	Other Revenue	-15,000.00	595,633.00	-610,633.00	-368,939.32	-241,693.68	0.00	-241,693.68	39.58
	Miscellaneous Revenue	-553,670.00	671,739.00	-1,225,409.00	-1,423,556.65	198,147.65	0.00	198,147.65	-16.17
0000	Revenue	-3,789,549.00	1,480,986.00	-5,270,535.00	-2,641,842.68	-2,628,692.32	0.00	-2,628,692.32	49.88
	Non Departmental	-3,789,549.00	1,480,986.00	-5,270,535.00	-2,641,842.68	-2,628,692.32	0.00	-2,628,692.32	49.88
	Expense Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0

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**WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE
RESOLUTION NO. 20-01**

**AUTHORIZING AN ALLOCATION OF SUBREGIONAL
TRANSPORTATION MITIGATION PROGRAM (STMP) FUNDS FROM WCCTAC
TO THE CITY OF PINOLE AND AUTHORIZING THE WCCTAC EXECUTIVE
DIRECTOR TO EXECUTE A COOPERATIVE FUNDING AGREEMENT FOR
THE PINOLE SAN PABLO AVENUE BRIDGE REPLACEMENT 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 Pinole 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 8: San Pablo Avenue Corridor Improvements; and

WHEREAS, the Subregional Transportation Mitigation Program explicitly allows for funding for Pinole San Pablo Avenue Bridge Replacement Project (the Project); and

WHEREAS, on December 14, 2018, the Board of Directors of WCCTAC approved an allocation of \$1,600,000 in STMP funds to the City of Pinole for the Project; and

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

WHEREAS, the City of Pinole's City Council plans to consider the Cooperative Funding Agreement at its April 21, 2020 meeting; 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 Pinole in the amount of \$1,600,000 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 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 April 24, 2020 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 Pinole**

San Pablo Avenue Bridge Replacement – Complete Street

This AGREEMENT is made and entered into as of April 24, 2020, (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 Pinole, a municipal corporation/special district/etc.

WCCTAC and City of Pinole (“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 Avenue 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 one million, six hundred thousand dollars (\$1,600,000) in STMP funds to Agency towards the Project.

WHEREAS, STMP revenues collected until the end of the 2006 STMP on June 30, 2019 generated sufficient funds to provide the full allocation 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 December 31, 2025, 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 one million, six hundred thousand dollars (\$1,600,000) notwithstanding any contrary indications that may be contained in Agency or any third-party proposal for services to be performed and reimbursable costs

incurred under this Agreement. In the event of a conflict between this Agreement and Agency's Scope of Service, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail.

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

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

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

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

SECTION 3 GENERAL PROVISIONS

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

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

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

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

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

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

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

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

If to WCCTAC:

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

with a Copy to:

Kristopher J. Kokotaylo, Legal Counsel

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

If to Agency:

Andrew Murray, City Manager
City of Pinole
2131 Pear Street,
Pinole CA 94564

- 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 Pinole

**West Contra Costa Transportation
Advisory Committee**

Andrew Murray, City Manager

John Nemeth, Executive Director

Approved as to Form:

Approved as to Form:

Eric S. Casher, 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: San Pablo Avenue Corridor Improvements.
5. To use the STMP fund *as the local match for the HBP funding from the State initially for preliminary design, environmental review, right of way analysis, railroad coordination, then for final design, and as part of the local match for construction for the Replacement of San Pablo Avenue Bridge over BNSF Complete Street. The existing bridge is deficient and does not have adequate width to provide complete street functionality.*
6. To produce or complete *the Replacement of San Pablo Avenue Bridge over BNSF Complete Street. Construction Phase has not yet been programmed by the State in the HBP.*
7. To complete the over-all project based on the following initial schedule the schedule for the project:
 - a. *Phase 1- Preliminary Engineering/Environmental October 2021*
 - b. *Phase 2 - Final Engineering October 2022*
 - c. *Phase 3 - Construction October 2024*
8. To complete the STMP-funded portion of the project based on the estimated completion date of *October 2024.*

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**WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE
RESOLUTION NO. 20-02**

**AUTHORIZING AN ALLOCATION OF SUBREGIONAL
TRANSPORTATION MITIGATION PROGRAM (STMP) FUNDS FROM WCCTAC
TO THE CITY OF PINOLE AND AUTHORIZING THE WCCTAC EXECUTIVE
DIRECTOR TO EXECUTE A COOPERATIVE FUNDING AGREEMENT FOR
THE PINOLE BAY TRAIL GAP CLOSURE AT TENNENT AVENUE 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 Pinole 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 6: Bay Trail Gap Closure Improvements; and

WHEREAS, the Subregional Transportation Mitigation Program explicitly allows for funding for Pinole Bay Trail Gap Closure at Tennent Ave. Project (the Project); and

WHEREAS, on December 14, 2018, the Board of Directors of WCCTAC approved an allocation of \$100,000 in STMP funds to the City of Pinole for the Project; and

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

WHEREAS, the City of Pinole's City Council plans to consider the Cooperative Funding Agreement at its April 21, 2020 meeting; 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 Pinole in the amount of \$100,000 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 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 April 24, 2020 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 Pinole**

Bay Trail Gap at Tennent Avenue at the Railroad Crossing

This AGREEMENT is made and entered into as of April 24, 2020, (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 Pinole, a municipal corporation/special district/etc.

WCCTAC and City of Pinole (“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 Bay Trail Gap Closure, 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 one hundred thousand dollars (\$100,000) 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 December 31, 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 one hundred thousand dollars, (\$100,000) notwithstanding any contrary indications that may be contained in Agency or any third-party proposal for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Agency's Scope of Service, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail.

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

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

- 2.2 Invoices.** Agency shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost it incurs for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
 - b. The beginning and ending dates of the billing period;
 - c. A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion.
- 2.3 Monthly Payment.** WCCTAC shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. WCCTAC shall have 60 days from the receipt of an invoice that complies with all of the requirements above to pay Agency.
- 2.4 Total Payment.** In no event shall Agency submit any invoice for an amount in excess of the maximum amount of compensation provided in Section 2.1, above, either for a task or for the entire Agreement, unless the Agreement is modified in writing prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 Reimbursable Expenses.** Reimbursable expenses shall not include a mark-up and are billed as a direct costs. In no event shall expenses be advanced by WCCTAC to the Agency. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.6 Payment of Taxes.** Agency and its contractors and consultants are solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.7 Payment upon Termination.** In the event that WCCTAC or Agency terminates this Agreement pursuant to Section 3.4, WCCTAC shall compensate the Agency for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed

as of the date of written notice of termination. Agency shall maintain adequate logs and timesheets to verify costs incurred to that date.

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

SECTION 3 GENERAL PROVISIONS

- 3.1 Funding Limitations and Contingencies.** If, in response to the Request for Proposal(s), it appears that Project costs including contingency, will exceed the funding set forth in Section 2.1, the Parties agree that they shall meet to revise Project Scope to meet available funding. Funding of Agency's Project is strictly contingent upon WCCTAC having received, appropriated and allocated sufficient STMP funds for the

Agency's Project. Funding is also contingent upon WCCTAC receiving a fully executed Agreement from Agency. If the Project Scope cannot be revised to meet available funding, then WCCTAC reserves the right to terminate this Agreement, or suspend funding, until such time that additional STMP funds are available and allocated to Agency's Project.

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

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

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

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

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

If to WCCTAC:

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

with a Copy to:

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

Oakland, CA 94607

If to Agency:

Andrew Murray, City Manager
City of Pinole
2131 Pear Street,
Pinole CA 94564

- 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 Pinole

**West Contra Costa Transportation
Advisory Committee**

Andrew Murray, City Manager

John Nemeth, Executive Director

Approved as to Form:

Approved as to Form:

Eric S. Casher
Agency Counsel

Kristopher Kokotaylo, Legal Counsel

2669788.1

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 *Bay Trail Gap Closure*.
5. To use the STMP funds for *planning, railroad coordination, design and environmental review for pedestrian and bike improvements to Tennent Avenue at the Union Pacific Railroad at grade crossing*.
6. To produce or complete *a set of shovel ready plans for construction of pedestrian and bike improvements to Tennent Avenue at the Union Pacific Railroad at grade crossing*.
7. To complete the over-all project based on the following initial schedule the schedule for the project:
 - a. *Q4 FY 19/20*
 - i. *Prepare RFP or On-Call consultant solicitation*
 - ii. *Consultant selection and agreement execution process*
 - b. *Q1 FY20/21*
 - i. *Commence planning and UP RxR Coordination*
 - ii. *Prepare preliminary design*
 - c. *Q2 FY20/21*
 - i. *Continue UP RxR Coordination*
 - d. *Q3 FY20/21*
 - i. *Continue UP RxR Coordination – if necessary*
 - ii. *Perform Environmental Review*
 - e. *Q4 FY20/21*
 - i. *Complete final PSE package*
8. To complete the STMP-funded portion of the project based on the estimated completion date of *June 30, 2021*.

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TO: WCCTAC Board **MEETING DATE:** April 24, 2019
FR: John Nemeth, Executive Director and Leah Greenblat, Project Manager
RE: **Local Match for I-80/Central Avenue ATP Grant Application**

REQUESTED ACTION

Adopt Resolution No. 20-03 to authorize a local match of \$400,000 for a proposed ATP Cycle 5 application by Caltrans District 4 for pedestrian and bicycle improvements on Central Avenue under I-80 in the City of Richmond. Measure J Program 28b funds would be initially designated for the local match with the understanding that other WCCTAC funds sources, such as STMP or an alternate grant like TDA Article 3 funds, could ultimately substitute for the Measure J Program 28b funds with Board approval. WCCTAC's match would be conditioned on additional monetary contributions from the cities of El Cerrito and Richmond.

BACKGROUND AND DISCUSSION

The Active Transportation Program (ATP) is a state program, sponsored by the California Transportation Commission (CTC) and MTC that aims to increase walking, biking and other active transportation modes. The CTC selects projects from a statewide call for projects while MTC holds a regional call. The program was initiated in 2013 and is now moving into Cycle 5. As of this writing, applications for this award cycle are due on June 15, 2020.

In the last cycle, Caltrans District 4 applied to the CTC for the statewide funding component for pedestrian and bicycle improvements on Central Avenue under the I-80 overpass. The application scored well but not high enough to receive a statewide grant. In the current Cycle 5, Caltrans District 4 has identified the project as its priority and sole application. Caltrans plans to seek statewide funds administered by the CTC and possibly also the regional funds administered by MTC. Caltrans staff is also seeking to maximize its score by including local matching funds and has approached CCTA and WCCTAC staff to assist in that effort.

WCCTAC staff brought the Caltrans request to the WCCTAC TAC for consideration, along with a general discussion on other possible ATP projects originating in West County. The TAC was generally supportive of providing matching funds to this project. That support was stronger if the cities of El Cerrito and Richmond also contribute funds.

During a subsequent conference call with staff from Caltrans, CCTA, WCCTAC, El Cerrito and Richmond, the group suggested that Caltrans also apply for the MTC component in this cycle to increase their chance of receiving funding. If needed to meet MTC's eligibility requirements, WCCTAC, Richmond and El Cerrito staff all indicated interest in serving as Caltrans' partner for

the application. WCCTAC and CCTA staff also suggested additional ways to improve the Caltrans application and offered to provide input on a draft. Lastly, the group noted that if the local matching funds came from WCCTAC, El Cerrito and Richmond, it would indicate a broad level of support for the project.

The current project cost estimate is approximately \$5 million. While the Cycle 5 scoring rubric has not been released, points were assigned in the previous cycle based on thresholds of local support. Between 1-5 additional points could be awarded based on the amount of a local match with 1 point awarded for a match of 1-5% and 5 points awarded for a match greater than 20%. Caltrans is seeking a 10% match (equivalent to 3 points) for its application which would mean a match of \$500,000.

At present, both the City of El Cerrito staff and the City of Richmond staff have committed to providing as least \$50,000 in local match funding. As a result, WCCTAC staff is proposing that WCCTAC provide \$400,000 in Measure J 28b funds to allow for a 10% match of \$500,000. If either the cost estimate changes prior to the submittal of the application, or the scoring rubric changes, staff could bring this item back to the Board for a potential adjustment of this figure.

WCCTAC staff has discussed the prospect of contributing Measure J 28b funds with Caltrans and CCTA. These are flexible funds that can be programmed at the sub-regional level so long as their use is consistent with Measure J's objectives. According to CCTA, the balance in this program will be approximately \$526,000 by June 30, 2020.

Alternatively, this project is also eligible for STMP funds since the I-80/Central Avenue interchange is on the project list for both the previous 2006 STMP and the recently updated 2019 STMP. In theory, the WCCTAC Board could allocate STMP funds for all or part of its share of a local match, instead of Measure J 28b. However, the past practice of the WCCTAC Board has been to make decisions about STMP funding as part of a call for projects so that it considers all West County funding requests at the same time. Staff is expecting that a STMP call for projects will happen in 2020, although it would not occur prior to the submittal of ATP grant application.

Another alternative source for a portion of the local matching funds would be for WCCTAC and the Cities of Richmond and El Cerrito to submit a TDA Article 3 grant application to the County's Public Works Department. This funding program also supports construction of pedestrian and bicycle projects. These calls for projects occur annually in the late Fall/early Winter, and typically are in the range of a couple of hundred thousand dollars. However, WCCTAC staff anticipates that a TDA grant would not fully fund the local match amount and that a lesser amount of Measure J 28b or STMP funds would still be needed.

At this time, for the purposes of the grant application, only a commitment to provide the funds is needed by Caltrans. Staff recommends that the WCCTAC Board indicate its interest in committing Measure J 28b funds now, but with the understanding that those funds could be replaced with STMP or TDA Article 3 funds should they be available later.

If the Caltrans District 4 application is unsuccessful, no local funding match would be needed. ATP Cycle 5 award recommendations are expected to be made in the late fall, with final CTC approval in the spring of 2021. Actual disbursement of the local matching funds would not need to occur until several years later which would provide ample opportunity to pursue the other potential funding sources discussed previously.

Attachments

Resolution No. 20-03

3512780.1

**WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE
RESOLUTION NO. 20-03**

**AUTHORIZING THE USE OF MEASURE J PROGRAM 28b FUNDS TO
CALTRANS DISTRICT 4 OFFICE TO PROVIDE A LOCAL MATCH FOR AN
ACTIVE TRANSPORTATION PROGRAM GRANT APPLICATION TO
CONSTRUCT PEDESTRIAN AND BICYCLE IMPROVEMENTS ON CENTRAL
AVENUE UNDER INTERSTATE 80**

WHEREAS, the Active Transportation Program (ATP) provides competitive grant funding for transportation projects that improve pedestrian and bicycle access;

WHEREAS, Caltrans District 4 preparing an application for ATP funds to make pedestrian and bicycle improvements to Central Avenue, under the Interstate 80 overpass, in the City of Richmond;

WHEREAS, the improvements proposed by Caltrans in its grant application are consistent with WCCTAC's transportation objectives in West Contra Costa County;

WHEREAS, the Cities of Richmond and El Cerrito have expressed an interest in contributing local funds of their own in order to help Caltrans District 4's application achieve a local match of 10%;

WHEREAS, the WCCTAC Board of Directors is authorized to program Measure J 28b funds for local transportation objectives;

WHEREAS, the allocation and eventual disbursement of Measure J 28b funds would be contingent on Caltrans District 4 receiving an ATP grant award in Cycle 5 for this project;

WHEREAS, WCCTAC could ultimately, with Board approval, substitute the Measure J Program 28b funds with a different funding source to provide to Caltrans District 4 for its share of the local match.

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

1. Does hereby authorize the programming of Measure J Program 28b (Subregional Needs) funds to Caltrans District 4 in the amount of \$400,000 to use as a local match in its application for Active Transportation Program (ATP) funds to be use for pedestrian and bicycle improvements on Central Avenue, under the Interstate 80 overpass, in the City of Richmond.
2. Retains the ability to substitute other fund sources for the Measure J Program 28b funds, such as Subregional Transportation Mitigation Program (STMP) funds, other grant awards, or a combination of these funds so long as they can be provided to and utilized in a timely way by Caltrans District Office 4 for a local match.

3. Does hereby make the programming of Measure J Program 28b funds, or other funds or grant awards for a local match contingent upon the City of El Cerrito and the City of Richmond each providing at least \$50,000 as a local match to Caltrans District 4 in its application for ATP funds to be use for pedestrian and bicycle improvements on Central Avenue, under the Interstate 80 overpass, in the City of Richmond.

The foregoing Resolution was adopted by the WCCTAC Board at a regular meeting on April 24, 2020 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

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TO: WCCTAC Board

MEETING DATE: April 24, 2020

FR: Joanna Pallock, Project Manager

RE: Paratransit Meal Delivery Under Current Shelter in Place Order

REQUESTED ACTION

Information Only.

BACKGROUND AND DISCUSSION

With the onset of the COVID-19 pandemic and shelter-in-place orders, there have been far fewer trips taken by seniors on West County transportation services, such as transit and paratransit.

Before shelter-in-place, many paratransit trips were for visits to the local senior center to receive a daily, nutritional hot lunch. Today, a much greater proportion of seniors who participate in these meal programs are staying at home for their safety and the safety of others.

Meals on Wheels, which provides meals to senior centers, depends on volunteers for delivery. Many of those volunteers are part of the senior cohort themselves and are not available to drive. Most do not have personal protective equipment (PPE), either. To improve efficiency and minimize staff-to-staff contact, Meals on Wheels has now switched to delivering a week's worth of frozen meals to clients.

The number of requests for meals as a part of the lunch program has been growing by over 100 new clients a week in West County. The growth in this program, the barriers to seniors coming to senior centers (which are typically closed) to pick up meals, and the limited capacity of Meals on Wheels as a direct delivery service have all led to a need for another method of meal delivery. Thus, Meals on Wheels has had to shift to relying on professional drivers from local paratransit and transit operators.

USING PARATRANSIT OPERATORS DELIVER MEALS TO SENIORS AT HOME

To meet the new demand, three local, city-operated, non-ADA paratransit programs in El Cerrito, Richmond and San Pablo have joined in the effort to ensure that meals are delivered. In addition, the four ADA transit operators in Contra Costa County, including AC Transit/BART (East Bay Paratransit Consortium), WestCAT, County Connection, and Tri-Delta have also offered available drivers and vehicles for meal deliveries. The reduced number of rides being

made on local transit and paratransit services, as well as service reductions, have freed up capacity with these services to allow for a pivot to a new activity.

Recent conversations with each of the ADA transit operators, as well the local non-ADA funded programs, yielded the following data about recent meal delivery:

AGENCY	# DRIVERS PARTICIPATING	# MEALS DELIVERED PER WEEK	COMMENTS
El Cerrito	1+	85	Using other EC staff to add drivers if necessary.
San Pablo	3	65	Serving city residents and unincorporated San Pablo
Richmond	1	2	Many churches are supplementing this effort out locally. WestCAT providing drivers for meal delivery to Richmond residents
WestCAT	3 on Thursday 4 on Friday	77	Making Thursday and Friday drop offs. Serving Richmond, El Cerrito, San Pablo Hercules and Pinole. Each vehicle has a driver and delivery person.
EBPC	Contracted TransDev drivers	NA	Working with Meals on Wheels directly. No data available at this time.

All the drivers involved in this effort have PPEs such as gloves and masks and sanitizer. Most of these drivers are city, or transit agency, employees who have had background checks. Additionally, transit or paratransit fares are being waived for meal deliveries. Many local seniors and their families have expressed gratitude to drivers and their local senior centers for delivering meals for free.

WCCTAC received an inquiry from a local jurisdiction asking if the use of drivers and vehicles for this meal delivery was permitted under Measure J Program 20b. Given the language in the Measure J expenditure plan, staff believes that this activity is consistent with the aim of Program 20b, which is to carry out senior programs.

In general, Measure 20b-funded services should primarily be about moving people. However, given the breadth of the language in the Measure, combined with the nature of the current crisis and the drop in demand for trips, staff's view is that it is not inappropriate for these services to pivot to a meal delivery service during the shelter-in-place order. At the April 9th TAC meeting, the TAC concurred with this interpretation. It is anticipated that this change in activity will not have a significant impact on the Program's annual expenses, given that it's a re-

purposing of existing staff resources with fixed costs. WCCTAC is tracking the demand for the meal delivery service, along with its fiscal impact and can bring another update to the WCCTAC Board at its May meeting.

Attachments

A: Measure J Program 15 and Program 20b language

Attachment A

20b Additional Transportation for Seniors and People with Disabilities0.65% (\$13 million)

As determined by WCCTAC, funds will be used to supplement the services provided by the countywide transportation program for seniors and people with disabilities and may include, but are not limited to, provision of dedicated shuttles to specific programs and activities, as well as sedan/taxi service, supplemental service provided by the cities, the County or transit agencies, expanded subsidies for fares, etc. ADA and non-ADA service will qualify. Funds shall be allocated annually as a percentage of total sales tax revenues, and in addition to funds provided under the base program as described above. As determined by WCCTAC, certain conditions beyond the control of the operators may warrant the use of the additional funds to maintain services that are eligible for funding under Program 15. Such circumstances could include, but not be limited to declines in sales tax revenues, revenues used for transit operations or other supplemental revenues, increases in demand beyond that assumed in Program 15, or increases in insurance and fuel costs.

15 Transportation for Seniors & People With Disabilities.....5% (\$100 million)

Transportation for Seniors & People With Disabilities or “Paratransit” services can be broadly divided into two categories: (1) services required to be provided by transit operators under the Americans with Disabilities Act (ADA) to people with disabilities; and (2) services not required by law but desired by community interests, either for those with disabilities beyond the requirements of the ADA (for example, extra hours of service or greater geographic coverage), or for non-ADA seniors. All current recipients of Measure C funds will continue to receive their FY 2008–09 share of the “base” Measure C allocation to continue existing programs if desired, subject to Authority confirmation that services are consistent with the relevant policies and procedures adopted by the Authority. Revenue growth above the base allocations will be utilized to expand paratransit services and providers eligible to receive these funds. Paratransit funding will be increased from the current 2.97% to 3.5% of annual sales tax revenues for the first year of the new program, FY 2009–10. Thereafter, the percentage of annual sales tax revenues will increase by 0.10 % each year, to 5.9% in 2034 (based on a 25-year program). In 2003 dollars, this averages to 4.7% over the life of the program, which has been rounded to 5% to provide some flexibility and an opportunity to maintain a small reserve to offset the potential impact of economic cycles. The distribution of funding will be as follows:

West County paratransit program allocations will start at 1.225% of annual sales tax revenues in FY 2009–10, and grow by 0.035% of annual revenues each year thereafter to 2.065% of annual revenues in FY 2033–34. (An additional increment of 0.65% of annual revenues is available for West County under its subregional program category.) In addition to the current providers,

paratransit service provided by AC Transit and BART (East Bay Paratransit Consortium) in West County is an eligible recipient of program funds.

Central County paratransit program allocations will start at 0.875% of annual sales tax revenues in FY 2009–10 and grow by 0.025% of annual revenues each year thereafter to 1.475% of annual revenues in FY 2033–34. (An additional increment of 0.5% of annual revenues is available for Central County under its subregional program category.)

Southwest County paratransit program allocations will start at 0.595% of annual sales tax revenues in FY 2009–10 and grow by 0.017% of annual revenues each year thereafter to 1.003% of annual revenues in FY 2033–34.

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El Cerrito

Hercules

February 28, 2020

Pinole

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

RE: February 2020 WCCTAC Board Meeting Summary

Richmond

Dear Randy:

The WCCTAC Board, at its meeting on February 28, 2020 took the following actions that may be of interest to CCTA:

San Pablo

1. Approved the FY 2018-2019 STMP Annual Report.
2. Adopted the West Contra Costa Express Bus Implementation Plan - Final Draft.

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

Sincerely,

Contra Costa
County

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

John Nemeth
Executive Director

AC Transit

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

BART

WestCAT

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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