

MEETING NOTICE AND AGENDA

DATE & TIME: May 23, 2025 • 8:00 AM – 10:00 AM

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

Commissioner Chris Peebles will attend remotely from:
13328 San Pablo Ave., #38C,
San Pablo, CA 94806

REMOTE ACCESS:

<https://us02web.zoom.us/j/7321058840?pwd=c1dMVjJydIBoYk0yYWVhZWVlMWHZ4Zz09>

Meeting ID: 732 105 8840

Phone: =

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

+1 669 900 6833

Meeting ID: 732 105 8840 / Password: 066620

Public Comment During the Meeting

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

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

Written Comment

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

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

CONSENT CALENDAR

3. **Minutes of February 28, 2025, Board Meeting.** *(Attachment; Recommended Action: Approve).*
4. **Monthly Update on WCCTC Activities.** *(Attachment; Information only).*
5. **Financial Reports.** The reports show the Agency’s revenues and expenses for April 2025. *(Attachment; Information only).*
6. **Payment of Invoices over \$10,000.** None. *(No Attachment; Information only).*
7. **STMP Funding Agreements: Richmond, BART, and Pinole.** WCCTC staff recommends Board approval of three STMP actions: a \$1.81 million agreement with Richmond for the I-80/Central Avenue Interchange, an \$800,000 agreement with BART for El Cerrito Plaza Access, and a four-year extension of a \$1.6 million agreement with Pinole for the San Pablo Avenue Bridge Project. These updates align funding with current project timelines and previous Board direction. *(Attachments; Recommended Actions: Adopt Resolutions 2025-03, 2025-04, and 2025-05 with the Cities of Richmond, BART, and Pinole)*

REGULAR AGENDA ITEMS

8. **Contra Costa County Integrated Transit Plan (ITP).** CCTA staff, and its consultants, will provide an update on the Integrated Transit Plan, including proposed transit priority corridors, projects, and access improvements. This overview will highlight the recommendations that may have the greatest impact on West County infrastructure. *(Kevin Connolly – TYLin, Adam Dankberg – Kimley-Horn, and Danielle Elkins – CCTA; Attachment; Recommended Action: Information Only).*
9. **State Route 4 Corridor Vision Study / Hercules Hub Project Bundle.** CCTA staff will provide information about the State Route 4 Corridor Vision Study. The vision includes a “bundle” of projects related to the Hercules Hub and the Hercules Transit Center. *(Matt Kelly – CCTA staff; Attachment; Recommended Action: Information Only).*

10. **Draft Fiscal Year 2026 Work Program, Budget, and Dues.** The proposed WCCTC work program for Fiscal Year 2026 is included, along with the draft budget and proposed dues. Staff recommends authorizing the circulation of these draft documents to member agencies with the aim of final Board adoption at the June 27, 2025, Board Meeting. *(John Nemeth, WCCTAC Staff; Attachments; Recommended Action: Authorize release of drafts for member agency review).*
11. **Resolution Supporting State and Regional Funding for Bay Area Public Transit.** Commissioner Saltzman submitted the attached resolution for the WCCTC Board's consideration. It urges support for transit funding, particularly at the state level. *(John Nemeth – WCCTC staff; Attachment; Recommended Action: Consider Approval of Resolution 26-06).*

STANDING ITEMS

12. **Board and Staff Comments.**
 - a. Board Member Comments, Conference/Meeting Reports (AB 1234 Requirement and Announcements)
 - b. Report from CCTA Representatives *(Directors Kelley & Xavier)*
 - c. Executive Director's Report
13. **General Information Items.**
 - a. Letter to CCTA Executive Director with Summary of Board Actions for March 28, 2025
 - b. Acronym List
14. **Adjourn.** Next regular meeting is June 27, 2025 @ 8:00 a.m.

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- In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in the WCCTC Board meeting, or if you need a copy of the agenda and/or agenda packet materials in an alternative format, please contact 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 WCCTC's offices.
 - Please refrain from wearing scented products to the meeting, as there may be attendees susceptible to environmental illnesses. Please also put cellular phones on silent mode during the meeting.
 - A meeting sign-in sheet will be circulated at the meeting. Sign-in is optional.

**West Contra Costa Transportation Commission
Board Meeting
Meeting Minutes: February 28, 2025**

MEMBERS PRESENT: C. Sasai, Chair (Pinole); R. Saltzman, Vice-Chair (El Cerrito); R. Xavier, (San Pablo); E. Martinez (Richmond); C. Jiménez (Richmond) via Zoom per AB 2449, C. Zepeda (Richmond); C. Kelley (Hercules); B. Ghosh (BART); T. Hansen (WestCAT); C. Peeples (AC Transit) via Zoom per Brown Act.

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

ACTIONS LISTED BY: WCCTC Staff

MEETING CALLED TO ORDER: 8:12 am

PUBLIC COMMENT:

Former Commissioner Paul Fadelli said that he was grateful for his time spent working with all the WCCTC Board Members and staff

Steve Price (Via Zoom), from El Cerrito/Richmond Annex Walk & Roll, encouraged everyone to spread the word about the upcoming Go Green Mobility Fair in El Cerrito on April 26.

CONSENT CALENDAR

Motion by **C. Peeples**, seconded by **R. Saltzman** (with amendment of end time on 1/24/25).

Yes - B. Ghosh, T. Hansen, C. Jiménez, C. Kelley, E. Martinez, C. Peeples, C. Sasai, R.

Saltzman, R. Xavier, C. Zepeda

No - None

Motion passed unanimously

Item #3: Minutes of January 24, 2025, Board Meeting

Item #4: Monthly Update on WCCTC Activities

Item #5: Financial Reports for January 2025

Item #6: Payment of Invoices over \$10,000

REGULAR AGENDA ITEMS

ITEM/DISCUSSION	ACTION
Item #7 Adoption of the Revised Final Draft Richmond Parkway Transportation Plan (RPTP)	Information Only At its January 2025 meeting, the WCCTC Board directed staff to incorporate comments into the Final Draft RPTP. Following a discussion of the comments with WCCTC's project partners, staff revised the Final Draft RPTP. Staff provided a brief review of the changes made to the document and recommended adoption of the

	<p>Plan. Staff also recommended adoption of a Resolution proposed by the Board at the previous meeting relating to funding for the Parkway.</p> <p>Motion by C. Kelley, and seconded by R. Xavier to approve Resolution 2025-01 adopting the Final Draft of the Richmond Parkway Transportation Plan</p> <p>Yes - B. Ghosh, T. Hansen, C. Jiménez, C. Kelley, E. Martinez, C. Peeples, C. Sasai, R. Saltzman, R. Xavier, C. Zepeda No- None Abstention- None Motion passed unanimously</p> <p>Motion by C. Kelley, and seconded by R. Xavier to approve Resolution 2025-02 supporting and advocating for securing county, regional, and state funding for the on-going maintenance of the Richmond Parkway.</p> <p>Yes - B. Ghosh, T. Hansen, C. Jiménez, C. Kelley, E. Martinez, C. Peeples, C. Sasai, R. Saltzman, R. Xavier, C. Zepeda No- None Abstention- None Motion passed unanimously</p>
<p>Item #8 Countywide Transportation Plan (CTP)</p>	<p>Information Only</p> <p>CCTA provided information about the Countywide Transportation Plan's (CTP) Livable Streets proposal. The TAC received a similar presentation at its meeting in early February and provided comments. Board members asked questions and provided feedback.</p> <p>Public Comment: Danny Lannis of Bike East Bay requested a focus on mode shift and an emphasis on network connectivity. He also requested that bike and ped. pathways/routes be safe by design.</p>

Commissioner T. Hansen – left meeting at 9:15 am
Commissioner C. Kelley – left meeting at 9:35 am

MEETING ADJOURNED: 9:57 am

MEETING DATE: May 23, 2025

TO: West Contra Costa Transportation Commission

FROM: John Nemeth, Executive Director

SUBJECT: Monthly Update on WCCTC Activities

Bike to Wherever Days

Bike To Wherever Days

2025 ALAMEDA • CONTRA COSTA • MARIN • NAPA • SAN FRANCISCO
SAN MATEO • SANTA CLARA • SOLANO • SONOMA • BAY AREA



This year's *Bike to Wherever Day* was a huge success in West County, marking the first time the region has surpassed pre-pandemic participation levels—with 991 bicyclists counted! (As of this writing, countywide and regional totals are still being finalized.)

Bike to Wherever Day is a regional celebration of bicycling, whether it's to work, school, errands, or just for fun. Cities, non-profits, businesses, and volunteers host Energizer Stations,

typically in the morning (though some pop up in the evening) offering snacks, water, tote bags, and other giveaways.

West County hosted more Energizer Stations than ever before—13 in total—including at all BART stations, the Richmond Ferry Terminal, Unity Park, Point Richmond, and The Pedaler bike shop. Thanks to a continued partnership with Contra Costa Health, several stations were once again focused on high school students, with stops at Richmond, El Cerrito, and Pinole Valley High Schools.

Perfect weather helped to make for an unforgettable day across West County. Staff is thankful for the volunteers who helped make it happen, as well as to the CCTA and the Bay Area Air Quality Management District for providing funding support. Events like this shine a light on the joy and value of everyday biking.

Redefining Mobility Summit



Staff attended the 10th annual CCTA-led Redefining Mobility Summit at Bishop Ranch on April 21, 2025. WCCTC Commissioners and CCTA Representatives, Chris Kelley and Rita Xavier, also attended the event. Panel sessions included: a discussion about autonomous mobility, business models, smart cities, and workforce development. The event also included a showcase of the work of high school students focused on STEM, with an emphasis on robotics and transportation.

Rumrill Blvd. Complete Streets Project - Ribbon Cutting

On April 10, 2025, staff attended a ribbon-cutting ceremony in San Pablo to celebrate the completion of the Rumrill Boulevard Complete Streets Project. The event was attended by San Pablo City Councilmembers, including WCCTC Commissioner Xavier.

In addition to remarks from local leaders, the ceremony featured the unveiling of a commemorative plaque recognizing the restoration efforts along Rumrill Boulevard and honoring the many organizations that contributed to the project. WCCTC staff were involved in the early planning workshops and helped lay the groundwork for this successful initiative.



JPA Status Update

In late 2023, the WCCTC Board proposed amendments to the Joint Powers Agreement (JPA) and requested formal approval from each member agency. As of April 2025, all nine member agencies have officially approved the proposed changes. Staff will bring the finalized JPA to the Board for formal adoption at the June meeting.

Summer Bike Challenge Starting up with Program Changes



The 511 Contra Costa's Summer Bike Challenge returns this June! This popular, annual program invites county residents to explore their communities by bike using a customized game board filled with local landmarks- tailored for each city in the county. Throughout the summer, participants are encouraged to ride to these destinations for a chance to win weekly raffle prizes and a city-specific grand prize: an iPad!

While in-person tabling events will not be part of this year's Challenge, given TFCA program changes implemented by CCTA, all cities still feature their own destination grids. Participants can enjoy the game at their own pace, whether riding solo or as a fun activity with family.

More information can be found here: <https://511contracosta.org/sbc/>

General Ledger

Monthly Budget Report

User: LindaL@sanpabloca.gov
 Printed: 5/8/2025 2:43:53 PM
 Period 10 - 10
 Fiscal Year 2025



Account Number	Description	Adopted	Budget Adjustments	Adjusted	YTD Actual	Variance	Encumbered	Available	% Avail
7700	WCCTAC Operations								
770-7700-41000	Salary	0.00	527,125.00	527,125.00	238,467.57	288,657.43	0.00	288,657.43	54.76
770-7700-41200	PERS Retirement	0.00	0.00	0.00	98,337.72	-98,337.72	0.00	-98,337.72	0.00
770-7700-41310	Medical Insurance	0.00	0.00	0.00	44,834.13	-44,834.13	0.00	-44,834.13	0.00
770-7700-41311	Retiree Healthcare	0.00	0.00	0.00	2,357.42	-2,357.42	0.00	-2,357.42	0.00
770-7700-41400	Dental	0.00	0.00	0.00	1,930.59	-1,930.59	0.00	-1,930.59	0.00
770-7700-41500	Flexible Spending Account	0.00	0.00	0.00	1,609.26	-1,609.26	0.00	-1,609.26	0.00
770-7700-41800	LTD Insurance	0.00	0.00	0.00	2,614.35	-2,614.35	0.00	-2,614.35	0.00
770-7700-41900	Medicare	0.00	0.00	0.00	4,633.45	-4,633.45	0.00	-4,633.45	0.00
770-7700-41901	Other Insurances	0.00	0.00	0.00	9,536.66	-9,536.66	0.00	-9,536.66	0.00
770-7700-41904	Life Insurance	0.00	0.00	0.00	843.76	-843.76	0.00	-843.76	0.00
770-7700-41911	Liability Insurance	0.00	4,759.00	4,759.00	0.00	4,759.00	0.00	4,759.00	100.00
770-7700-41912	Unemployment Insurance	0.00	0.00	0.00	448.00	-448.00	0.00	-448.00	0.00
	Salary and Benefits	0.00	531,884.00	531,884.00	405,612.91	126,271.09	0.00	126,271.09	23.74
770-7700-43500	Office Supplies	0.00	5,500.00	5,500.00	4,210.10	1,289.90	0.00	1,289.90	23.45
770-7700-43501	Postage	0.00	1,000.00	1,000.00	779.85	220.15	0.00	220.15	22.02
770-7700-43520	CopiesPrintingShippingXerox	0.00	3,300.00	3,300.00	3,585.48	-285.48	0.00	-285.48	-8.65
770-7700-43600	Professional Services	0.00	75,500.00	75,500.00	65,865.59	9,634.41	0.00	9,634.41	12.76
770-7700-43900	RentBuilding	0.00	22,800.00	22,800.00	18,963.75	3,836.25	0.00	3,836.25	16.83
770-7700-44000	Special Department Expenses	0.00	15,000.00	15,000.00	4,378.39	10,621.61	0.00	10,621.61	70.81
770-7700-44320	TravelTraining Staff	0.00	2,500.00	2,500.00	1,501.77	998.23	0.00	998.23	39.93
	Service and Supplies	0.00	125,600.00	125,600.00	99,284.93	26,315.07	0.00	26,315.07	20.95
	Expense	0.00	657,484.00	657,484.00	504,897.84	152,586.16	0.00	152,586.16	23.21
7700	WCCTAC Operations	0.00	657,484.00	657,484.00	504,897.84	152,586.16	0.00	152,586.16	23.21
7720	WCCTAC TDM								
772-7720-41000	Salary	0.00	250,634.00	250,634.00	131,233.37	119,400.63	0.00	119,400.63	47.64
772-7720-41200	PERS Retirement	0.00	0.00	0.00	57,950.44	-57,950.44	0.00	-57,950.44	0.00
772-7720-41310	Medical Insurance	0.00	0.00	0.00	22,966.29	-22,966.29	0.00	-22,966.29	0.00
772-7720-41400	Dental Insurance	0.00	0.00	0.00	980.60	-980.60	0.00	-980.60	0.00
772-7720-41800	LTD Insurance	0.00	0.00	0.00	813.76	-813.76	0.00	-813.76	0.00
772-7720-41900	Medicare	0.00	0.00	0.00	1,892.81	-1,892.81	0.00	-1,892.81	0.00
772-7720-41901	Other Insurances	0.00	0.00	0.00	6,572.29	-6,572.29	0.00	-6,572.29	0.00
772-7720-41904	Life Insurance	0.00	0.00	0.00	223.52	-223.52	0.00	-223.52	0.00
772-7720-41911	Liability Insurance	0.00	4,750.00	4,750.00	0.00	4,750.00	0.00	4,750.00	100.00
	Salary and Benefits	0.00	255,384.00	255,384.00	222,633.08	32,750.92	0.00	32,750.92	12.82

Account Number	Description	Adopted	Budget Adjustments	Adjusted	YTD Actual	Variance	Encumbered	Available	% Avail
772-7720-43300	MembershipsSubscriptions	0.00	0.00	0.00	375.00	-375.00	0.00	-375.00	0.00
772-7720-43500	Office Supplies	0.00	2,500.00	2,500.00	1,250.30	1,249.70	0.00	1,249.70	49.99
772-7720-43501	TDM Postage	0.00	3,000.00	3,000.00	1,195.06	1,804.94	0.00	1,804.94	60.16
772-7720-43502	TDM Postage	0.00	0.00	0.00	48.41	-48.41	0.00	-48.41	0.00
772-7720-43520	CopiesPrintingShippingXerox	0.00	5,000.00	5,000.00	3,454.54	1,545.46	0.00	1,545.46	30.91
772-7720-43600	Professional Services	0.00	76,000.00	76,000.00	42,484.88	33,515.12	0.00	33,515.12	44.10
772-7720-43900	RentBuilding	0.00	0.00	0.00	18,656.75	-18,656.75	0.00	-18,656.75	0.00
772-7720-44000	Special Department Expenses	0.00	219,316.00	219,316.00	139,791.05	79,524.95	22,372.00	57,152.95	26.06
772-7720-44320	TravelTraining Staff	0.00	5,000.00	5,000.00	1,807.91	3,192.09	0.00	3,192.09	63.84
	Service and Supplies	0.00	310,816.00	310,816.00	209,063.90	101,752.10	22,372.00	79,380.10	25.54
	Expense	0.00	566,200.00	566,200.00	431,696.98	134,503.02	22,372.00	112,131.02	19.80
7720	WCCTAC TDM	0.00	566,200.00	566,200.00	431,696.98	134,503.02	22,372.00	112,131.02	19.80
7730	STMP								
773-7730-41000	Salary	0.00	85,000.00	85,000.00	85,000.00	0.00	0.00	0.00	0.00
	Salary and Benefits	0.00	85,000.00	85,000.00	85,000.00	0.00	0.00	0.00	0.00
773-7730-43600	Professional Services	0.00	0.00	0.00	4,151.50	-4,151.50	0.00	-4,151.50	0.00
773-7730-44000	Special Department Expense	0.00	11,227,112.00	11,227,112.00	128,016.96	11,099,095.04	0.00	11,099,095.04	98.86
	Service and Supplies	0.00	11,227,112.00	11,227,112.00	132,168.46	11,094,943.54	0.00	11,094,943.54	98.82
	Expense	0.00	11,312,112.00	11,312,112.00	217,168.46	11,094,943.54	0.00	11,094,943.54	98.08
7730	STMP	0.00	11,312,112.00	11,312,112.00	217,168.46	11,094,943.54	0.00	11,094,943.54	98.08
7740	WCCTAC Special Projects								
774-7740-43600	Professional Services	0.00	0.00	0.00	243,008.69	-243,008.69	0.00	-243,008.69	0.00
774-7740-44000	Special Department Expense	0.00	473,850.00	473,850.00	109,778.35	364,071.65	0.00	364,071.65	76.83
	Service and Supplies	0.00	473,850.00	473,850.00	352,787.04	121,062.96	0.00	121,062.96	25.55
	Expense	0.00	473,850.00	473,850.00	352,787.04	121,062.96	0.00	121,062.96	25.55
7740	WCCTAC Special Projects	0.00	473,850.00	473,850.00	352,787.04	121,062.96	0.00	121,062.96	25.55
Expense Total		0.00	0.00	13,009,646.00	1,506,550.32	11,503,095.68	22,372.00	11,480,723.68	88.2478

General Ledger Monthly Budget Report

User: LindaL@sanpabloca.gov
Printed: 5/8/2025 2:40:20 PM
Period 10 - 10
Fiscal Year 2025



Account Number	Description	Adopted	Budget Adjustments	Adjusted	YTD Actual	Variance	Encumbered	Available	% Avail
0000	Non Departmental								
773-0000-34310	County STMP Fees	0.00	100,000.00	-100,000.00	-27,712.02	-72,287.98	0.00	-72,287.98	72.29
773-0000-34315	El Cerrito STMP Fees	0.00	50,000.00	-50,000.00	-241,999.00	191,999.00	0.00	191,999.00	-384.00
773-0000-34320	Hercules STMP Fees	0.00	50,000.00	-50,000.00	-102,467.74	52,467.74	0.00	52,467.74	-104.94
773-0000-34325	Pinole STMP Fees	0.00	10,000.00	-10,000.00	-6,862.00	-3,138.00	0.00	-3,138.00	31.38
773-0000-34330	Richmond STMP Fees	0.00	782,000.00	-782,000.00	-484,130.12	-297,869.88	0.00	-297,869.88	38.09
773-0000-34335	San Pablo STMP Fees	0.00	1,071,000.00	-1,071,000.00	-88,895.56	-982,104.44	0.00	-982,104.44	91.70
	Licenses and Permits	0.00	2,063,000.00	-2,063,000.00	-952,066.44	-1,110,933.56	0.00	-1,110,933.56	53.85
772-0000-33403	Grants	0.00	589,000.00	-589,000.00	0.00	-589,000.00	0.00	-589,000.00	100.00
	Grants	0.00	589,000.00	-589,000.00	0.00	-589,000.00	0.00	-589,000.00	100.00
770-0000-36102	Interest	0.00	0.00	0.00	-1,610.86	1,610.86	0.00	1,610.86	0.00
773-0000-36102	Interest	0.00	75,000.00	-75,000.00	-391,737.15	316,737.15	0.00	316,737.15	-422.32
	Use of Property and Money	0.00	75,000.00	-75,000.00	-393,348.01	318,348.01	0.00	318,348.01	-424.46
770-0000-34111	Member Contributions	0.00	600,461.00	-600,461.00	-600,461.00	0.00	0.00	0.00	0.00
770-0000-39906	Other Revenue	0.00	63,000.00	-63,000.00	0.00	-63,000.00	0.00	-63,000.00	100.00
772-0000-39906	Other Revenue	0.00	0.00	0.00	-361,650.25	361,650.25	0.00	361,650.25	0.00
774-0000-39906	Other Revenue	0.00	473,850.00	-473,850.00	-242,589.66	-231,260.34	0.00	-231,260.34	48.80
	Miscellaneous Revenue	0.00	1,137,311.00	-1,137,311.00	-1,204,700.91	67,389.91	0.00	67,389.91	-5.93
	Revenue	0.00	3,864,311.00	-3,864,311.00	-2,550,115.36	-1,314,195.64	0.00	-1,314,195.64	34.01
0000	Non Departmental	0.00	3,864,311.00	-3,864,311.00	-2,550,115.36	-1,314,195.64	0.00	-1,314,195.64	34.01
Expense Total		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0



MEETING DATE: May 23, 2025

TO: West Contra Costa Transportation Commission

FROM: Leah Greenblat, Transportation Planning Manager

SUBJECT: **STMP Funding Agreements: Richmond, BART, and Pinole**

REQUESTED ACTION

1. Adopt Resolution 2025-03 authorizing the Executive Director to execute a combined and extended funding agreement for \$1,811,000 with the City of Richmond for the I-80 / Central Avenue Interchange Improvements, Phase 2 Project.
2. Adopt Resolution 2025-04 authorizing the Executive Director to execute a funding agreement for \$800,000 with BART for the El Cerrito Plaza Access Improvement Project.
3. Adopt Resolution 2025-05 authorizing the Executive Director to execute a four-year extension of an existing \$1,600,000 funding agreement with the City of Pinole for the San Pablo Avenue Bridge Replacement and Complete Street Project.

BACKGROUND AND DISCUSSION

WCCTC staff has been coordinating with multiple agencies to ensure that STMP funding agreements reflect current needs and Board directives. This includes extending agreements, combining multiple awards, or initiating new agreements. Below is a summary of the three projects requiring Board action.

1. City of Richmond - I-80/Central Avenue Interchange Improvements, Phase 2

At its meeting on September 29, 2023, the WCCTC Board approved the combining of two STMP allocations - \$700,000 and \$1,111,000 - into a single agreement totaling \$1,811,000.

Although the Board adopted Resolution 2024-01 in January 2024 to authorize this combined agreement, execution was delayed due to a change in project scheduling resulting from PG&E utility work (see Attachment A).

Staff recommends that the Board adopt Resolution 2025-03 to incorporate the revised project schedule into the funding agreement (see Attachment B).

2. BART - El Cerrito Plaza Access Improvements

In September 2023, the Board awarded \$800,000 in STMP funds for this project. BART anticipates completing the STMP-funded work by May 2028. Staff recommends approval of this new funding agreement via Resolution 2025-04 (see Attachment C).

3. City of Pinole: San Pablo Avenue Bridge Replacement and Complete Street Project

Originally awarded \$1,600,000 in December 2018, this project has faced delays due to coordination with the railroad, use of multiple funding sources, and staff turnover.

As of now, \$99,773.11 has been expended, leaving a balance of \$1,500,226.89. The current agreement expires in December 2025. The City of Pinole is requesting a four-year extension and minor scope changes to reflect updated scheduling (see Attachment D). Staff recommends approval of these changes through Resolution 2025-05 (see Attachment E).

ATTACHMENTS:

- A. January 24, 2025 email from Hillal Hamdan, City of Richmond
- B. Resolution 2025-03 STMP Funding Agreement with the City of Richmond
- C. Resolution 2025-04 STMP Funding Agreement with BART
- D. May 12, 2025 letter from Heba El-Guindy, City of Pinole
- E. Resolution 2025-05 STMP Funding Agreement with the City of Pinole

ATTACHMENT A

From: [Hillal Hamdan](#)
To: [Leah Greenblat](#)
Cc: [John Nemeth](#)
Subject: Central avenue ,I-80
Date: Friday, January 24, 2025 10:40:46 AM
Attachments: [image001.jpg](#)
[I-80 Central Av Interchange Ph 2 Funding Agreement-Final-Revisd Attorney Address.pdf](#)
Importance: High

Leah,

Based on our last discussion, there will be a delay in the construction schedule as it depends on PGE. The earliest PGE can begin construction for Richmond is now projected to be 2027. Their explanation is that we were initially placed low on their priority list. However, the good news is that they have bumped us up in recognition of the project's connection to grant funding, allowing us to move ahead in the queue. I am attaching my edits of the Co-op agreement as well, thanks

Hillal Hamdan
Senior Civil Engineer
Public Works
Tel: (510) 621-1612
☐ City Cell Phone (510) 631-1398

ATTACHMENT B

**WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE
DOING BUSINESS AS
WEST CONTRA COSTA TRANSPORTATION COMMISSION
RESOLUTION NO. 25-03**

**AUTHORIZING A COMBINING AND ALLOCATION OF SUBREGIONAL
TRANSPORTATION MITIGATION PROGRAM (STMP) FUNDS FROM WCCTC
TO THE CITY OF RICHMOND AND AUTHORIZING THE WCCTC EXECUTIVE
DIRECTOR TO EXECUTE A COOPERATIVE FUNDING AGREEMENT FOR
THE FINAL DESIGN AND RIGHT-OF-WAY ACQUISITION, UTILITY
UNDERGROUNDING AND CONSTRUCTION OF THE I-80/CENTRAL
AVENUE INTERCHANGE IMPROVEMENTS (PHASE 2) PROJECT TO
COMPLETE IN A FORM APPROVED BY GENERAL COUNSEL**

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

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

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

WHEREAS, the Subregional Transportation Mitigation Program explicitly allows for
funding for the design, right-of-way acquisition, utility work and construction of the I-
80/Central Avenue Interchange Improvements (Phase 2) Project (the Project); and

WHEREAS, on December 14, 2018, the Board of Directors of WCCTC approved
\$700,000 in 2006 STMP funds to the City of Richmond for the Project; and

WHEREAS, at its July 26, 2019 meeting the WCCTC Board of Directors adopted
Resolution 2019-08 allocating \$700,000 in 2006 STMP funding for the Project and authorizing
the WCCTC Executive Director to enter into a Cooperative Funding Agreement for the Project;
and

WHEREAS, WCCTC and the City of Richmond both signed and fully executed a
Cooperative Funding Agreement for the Project utilizing the \$700,000 in 2006 STMP allocation;
and

WHEREAS, the original funding allocation of \$700,000 provided under the 2006 STMP
expired on June 30, 2023; and

WHEREAS, due to a variety of issues with project development, funding and staffing,
the Project was delayed; and

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

WHEREAS, the 2019 Update of the Subregional Transportation Mitigation Program’s Nexus Study included Project 18: I-80/Central Avenue Interchange Improvements (Phase 2) Project; and

WHEREAS, at its September 29, 2023 meeting, the WCCTC Board of Directors approved an appropriation of \$1,111,000 in 2019 STMP funds to the City of Richmond towards the Subsequent Project under the I-80/Central Avenue Interchange Improvements (Phase 2) category, project eighteen of twenty projects identified in the 2019 STMP; and

WHEREAS, the WCCTC Board authorized an extension of the original \$700,000 funding allocation at its meeting on September 29, 2023 ; and

WHEREAS, at its September 29, 2023 meeting, the WCCTC Board of Directors further approved combining the original funding allocation of \$700,000 and the subsequent funding allocation of \$1,111,000 into a single funding agreement of one million, eight hundred and eleven thousand dollars (\$1,811,000) in STMP funds to the City of Richmond; and

WHEREAS, the WCCTC Board of Directors adopted Resolution 2024-01 at its January 26, 2024 Board meeting approving a combined funding agreement;

WHEREAS, the City of Richmond and WCCTC did not fully execute the January 2024 funding agreement; and

WHEREAS, the City of Richmond requested a change to the Scope of Work’s schedule due to a delay in utility work to be performed by PG&E; and

WHEREAS, as of May 13, 2025, the City of Richmond has not invoiced WCCTC and the original STMP allocation balance remains \$700,000; and

WHEREAS, WCCTC staff and City Richmond staff have prepared a new Cooperative Funding Agreement to account for these allocations of STMP funds to the City of Richmond as well as changes in the Project schedule; and

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

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

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

1. Does hereby authorize the allocation of STMP funds to the City of Richmond in the amount of \$1,811,000 in STMP funds to partially fund the Project pursuant to the terms of the Cooperative Agreement attached hereto and incorporated herein by reference as Exhibit A.

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

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

The foregoing Resolution was adopted by the WCCTA Board at a regular meeting on May 23, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Cameron Sasai, Chair

Attest:

John Nemeth, Executive Director

Approved as to Form:

Kristopher J. Kokotaylo, General Counsel
3203330.1

RESOLUTION 2025-03
EXHIBIT A

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

I-80/Central Avenue Interchange Improvements (Phase 2) Project

This AGREEMENT is made and entered into as of May 1, 2025, (the “Effective Date”) by and between the West Contra Costa Transportation Advisory Committee (“WCCTAC”), a Joint Exercise of Powers Agency organized pursuant to California Government Code Section 6500, *et. seq.*, among the cities of El Cerrito, Hercules, Pinole, Richmond, and San Pablo, the County of Contra Costa, and the transit agencies AC Transit, Bay Area Rapid Transit District, and Western Contra Costa Transit Authority, with offices located at 6333 Potrero Avenue, Suite 100, El Cerrito, CA 94530, and City of Richmond, a municipal corporation.

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

RECITALS

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

WHEREAS, at its December 14, 2018 meeting, the WCCTAC Board of Directors approved an appropriation of up to seven hundred thousand dollars (\$700,000) in 2006 STMP funds to the Agency under the Interchanges on I-80 at San Pablo Dam Road and Central Avenue category, one of the eleven categories identified in the 2006 STMP; and

WHEREAS, due to a variety of issues with project development, funding and staffing, the Project was delayed; and

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

WHEREAS, at its September 29, 2023 meeting, the WCCTAC Board of Directors approved an appropriation of one million, one hundred and eleven thousand dollars (\$1,111,000) in 2019 STMP funds to Agency towards the Subsequent Project under the I-80/Central Avenue Interchange Improvements (Phase 2) category, project eighteen of twenty projects identified in the 2019 STMP; and

WHEREAS, the original funding allocation of \$700,000 provided under the 2006 STMP expired on June 30, 2023; and

WHEREAS, the WCCTAC Board authorized an extension of the original funding allocation at its meeting on September 29, 2023; and

WHEREAS, at its September 29, 2023 meeting, the WCCTAC Board of Directors further approved combining the original funding allocation of \$700,000 and the subsequent funding allocation of \$1,111,000 into a single funding agreement of one million, eight hundred and eleven thousand dollars (\$1,811,000) in STMP funds to Agency;

WHEREAS, the WCCTAC Board of Directors adopted Resolution 2024-01 at its January 26, 2024 Board meeting approving a funding agreement;

WHEREAS, the City of Richmond and WCCTAC did not fully execute the January 2024 funding agreement; and

WHEREAS, the City of Richmond requested a change to the Scope of Work's schedule due to a delay in utility work to be performed by PG&E; and

WHEREAS, Agency's proposed use of the funds is further described in the Scope of Work (defined below), attached as Exhibit A, which is incorporated herein ("Project"); and

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

Now, therefore, the Parties hereby agree as follows:

SECTION 1 SCOPE OF WORK

- 1.1 Scope of Work.** Subject to the terms and conditions set forth in this Agreement, Agency shall perform or cause to perform the work described in the scope of work attached as Exhibit A and incorporated herein (the "Scope of Work"), at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.
- 1.2 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2029, 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.

1.6 Public Works and Department of Industrial Relations Requirements. Because the Project and Scope of Work described in Exhibit A may include “work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work,” the Project may constitute a “public works” within the definition of Section 1720(a)(1) of the California Labor Code. In accordance with California Labor Code Section 1773.2, if WCCTAC notifies Agency that this Project is subject to the general prevailing wages in the locality in which the services described in Exhibit A are to be performed, Agency shall cause to be paid prevailing wages for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which Agency shall make available on request by contractors and consultants. The Agency, its consultant and contractors engaged in the performance of the Scope of Work described in Exhibit A, shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A. Agency is also required to comply with all relevant provisions of the Labor Code applicable to public works, including enforcement of the contractor registration requirements of the California State Department of Industrial Relations.

SECTION 2 FUNDING OBLIGATIONS

2.1 Funding. In accordance with the WCCTAC Master Cooperative Agreement pertaining to the 2006 and 2019 STMP, and subject to available funding, WCCTAC hereby agrees to fund Agency’s Project in a sum not to exceed one million, eight hundred and eleven thousand dollars, (\$1,811,000) notwithstanding any contrary indications that may be contained in Agency or any third-party proposal for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Agency’s Scope of Work, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail.

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

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

- 2.2 Invoices.** Agency shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost it incurs for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
 - b. The beginning and ending dates of the billing period;
 - c. A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
 - d. Such other information as reasonably requested by WCCTAC.
- 2.3 Monthly Payment.** WCCTAC shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. WCCTAC shall have 60 days from the receipt of an invoice that complies with all of the requirements above to pay Agency.
- 2.4 Total Payment.** In no event shall Agency submit any invoice for an amount in excess of the maximum amount of compensation provided in Section 2.1, above, either for a task or for the entire Agreement, unless the Agreement is modified in writing prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 Reimbursable Expenses.** Reimbursable expenses shall not include a mark-up and are billed as a direct cost. In no event shall expenses be advanced by WCCTAC to the Agency. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.6 Payment of Taxes.** Agency and its contractors and consultants are solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.7 Payment upon Termination.** In the event that WCCTAC or Agency terminates this Agreement pursuant to Section 3.4, WCCTAC shall compensate the Agency for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Agency shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.8 Authorization to Perform Services.** The Agency is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement 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 Scope of Work to meet available funding. Funding of Agency's Project is strictly contingent upon WCCTAC having received, appropriated and allocated sufficient STMP funds for the Agency's Project. Funding is also contingent upon WCCTAC receiving a fully executed Agreement from Agency. If the Scope of Work cannot be revised to meet available funding, then WCCTAC reserves the right to terminate this Agreement, or

suspend funding, until such time that additional STMP funds are available and allocated to Agency's Project.

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

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

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

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

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

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

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

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

If to WCCTAC:

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

with a Copy to:

Kristopher J. Kokotaylo, Legal Counsel
Redwood Public Law

66 Franklin Street, Suite 300
Oakland, CA 94607

If to Agency:

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

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

shall continue in full force and effect, so long as the remainder, absent the excised portion, can be reasonably interpreted to give effect to the intentions of the parties.

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

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

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

3.19 Counterparts. This Agreement may be executed in counterparts.

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

City of Richmond

**West Contra Costa Transportation
Advisory Committee**

Shasa Curl, City Agency

John Nemeth, Executive Director

Approved as to Form:

Approved as to Form:

Dave Aleshire, City Attorney

Kristopher Kokotaylo, Legal Counsel

EXHIBIT A
SCOPE OF WORK

The Agency agrees to:

1. To act as the lead agency and take responsibility for evaluating prospective consultants and contractors retained by Agency and subsequent award of work consistent with this Agreement.
2. To act as the lead agency and retain, as appropriate, consulting services consistent with this Agreement.
3. To be responsible for providing management of consultant and contractor activities, including responsibility for scheduling, budgeting, and oversight of the services, consistent with the scope of the project.
4. To advance or complete all or a portion of following STMP project identified as funding categories: *2006 STMP Project # 2: Interchanges on I-80 at San Pablo Dam Road and Central Avenue; and on Highway 4 at Willow Avenue and 2019 STMP Project # 18: I-80/Central Avenue Interchange Improvements (Phase 2).*
5. To use the STMP funds for *(Explain how the project will use the STMP funds.) project tasks related to final design, right-of-way appraisals, property acquisition, permits, utility undergrounding, and construction of STMP's I-80/Central Avenue Interchange Improvements (Phase 2) project.*
6. To produce or complete *(List what work products and/or improvements will result from the funding.) The City will acquire the necessary right of way and complete the design for the street widening of the project and construction of STMP's I-80/Central Avenue Interchange Improvements (Phase 2) project.*
- 7.
8. To complete the overall project based on the following initial schedule for the project: *(Provide an estimated schedule for completing the entire project.)*

TASK	MONTH or QUARTER and YEAR	
	<i>Begins</i>	<i>Ends</i>
<i>Preliminary Engineering</i>	<i>2017</i>	<i>February 28, 2028</i>
<i>Detailed Design (including PS&E)</i>	<i>2021</i>	<i>December 31, 2025</i>
<i>Right of way</i>	<i>2025</i>	<i>April 30, 2027</i>
<i>Advertising for Construction</i>	<i>May 1, 2027</i>	<i>May 31, 2027</i>
<i>Construction Begins</i>	<i>June 1, 2027</i>	<i>July 31, 2029</i>
<i>Project Close-Out</i>	<i>July 31, 2029</i>	<i>December 31, 2029</i>

To complete the STMP-funded portion of the project based on the estimated completion date of *(Insert estimated timeframe for completing the work.)*. The STMP has programmed \$700,000 towards construction and \$1,111,000 for the Right-of-Way phase. Right-of-way phase will be completed approximately in April 30, 2027, and construction will be completed approximately in June 1, 2029.

ATTACHMENT C

**WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE
DOING BUSINESS AS
WEST CONTRA COSTA TRANSPORTATION COMMISSION (WCCTC)
RESOLUTION NO. 25-04**

**AUTHORIZING AN ALLOCATION OF SUBREGIONAL
TRANSPORTATION MITIGATION PROGRAM (STMP) FUNDS FROM WCCTC
TO THE SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT (BART) AND
AUTHORIZING THE WCCTC EXECUTIVE DIRECTOR TO EXECUTE A
COOPERATIVE FUNDING AGREEMENT FOR THE EL CERRITO PLAZA TOD
PROJECT IN A FORM APPROVED BY GENERAL COUNSEL**

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

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

WHEREAS, the 2019 Update of the Subregional Transportation Mitigation Program's Nexus Study included Project 14b: West County BART Station Access, Parking and Capacity Improvements-El Cerrito Plaza BART Pedestrian and Bike Safety and Access Improvements; and

WHEREAS, the Subregional Transportation Mitigation Program explicitly allows for funding for the El Cerrito Plaza Access Improvements Project (the Project); and

WHEREAS, on September 29, 2023, the Board of Directors of WCCTC approved an appropriation of \$800,000 in 2019 STMP funds to BART for the Project; and

WHEREAS, WCCTC staff and BART staff have prepared a Cooperative Funding Agreement to account for this allocation of STMP funds to BART; and

WHEREAS, BART's Board of Directors plans to consider the Cooperative Funding Agreement at an upcoming meeting; and

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

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

1. Does hereby authorize the allocation of STMP funds to BART in the amount of \$800,000 in 2019 STMP funds to partially fund the Project pursuant to the terms of the Cooperative Funding Agreement attached hereto and incorporated herein by reference as Exhibit A.

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

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

The foregoing Resolution was adopted by the WCCTC Board at a regular meeting on May 23, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Cameron Sasai, Chair

Attest:

John Nemeth, Executive Director

Approved as to Form:

Kristopher J. Kokotaylo, General Counsel

3203330.1

RESOLUTION #2025-04
EXHIBIT A

**COOPERATIVE FUNDING AGREEMENT BETWEEN
WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE
DOING BUSINESS AS WEST CONTRA COSTA TRANSPORTATION COMMISSION
AND
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT**

El Cerrito Plaza-Access Improvements

This AGREEMENT is made and entered into as of June 1, 2025, (the “Effective Date”) by and between the West Contra Costa Transportation Commission (“WCCTC”), a Joint Exercise of Powers Agency organized pursuant to California Government Code Section 6500, *et. seq.*, among the cities of El Cerrito, Hercules, Pinole, Richmond, and San Pablo, the County of Contra Costa, and the transit agencies AC Transit, San Francisco 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 San Francisco Bay Area Rapid Transit Direct (BART), a special district.

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

RECITALS

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

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

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

WHEREAS, at its September 29, 2023 meeting, the WCCTC Board of Directors approved an appropriation of eight hundred thousand dollars (\$800,000) 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.

WCCTAC Cooperative Agreement with BART

Page **1** of **10**

177706.1

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- 1.2 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 1, 2028, and Agency shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended. The time provided to Agency to complete the services required by this Agreement shall not affect WCCTC's right to terminate the Agreement.
- 1.3 Standard of Performance.** Agency shall perform or cause to be performed all services required in Exhibit A according to the standards observed by a competent practitioner of the profession in which Agency's consultants or contractors are engaged.
- 1.4 Assignment of Personnel.** Agency shall retain only competent personnel to perform the Project to this Agreement. In the event that WCCTC, in its sole discretion, desires the reassignment of any such persons, Agency shall, upon receiving notice from WCCTC, of such desire of WCCTC, reassign such person or persons.
- 1.5 Time is of the Essence.** Time is of the essence. Agency shall devote such time to the performance of the Project pursuant to this Agreement as may be reasonably necessary to timely finish the Scope of Work.
- 1.6 Public Works and Department of Industrial Relations Requirements.** Because the Project and Scope of Work described in Exhibit A may include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the Project may constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. In accordance with California Labor Code Section 1773.2, WCCTC notifies Agency that this Project is subject to the general prevailing wages in the locality in which the services described in Exhibit A are to be performed. Agency shall cause to be paid prevailing wages for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which Agency shall make available on request by contractors and consultants. The Agency, its consultant and contractors engaged in the performance of the Scope of Work described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A. Agency is also required to comply all relevant provisions of the Labor Code applicable to public works, including enforcement of the contractor registration requirements of the California State Department of Industrial Relations.

SECTION 2 FUNDING OBLIGATIONS

- 2.1 Funding.** In accordance with the WCCTC Master Cooperative Agreement pertaining to the 2019 STMP, and subject to available funding, WCCTC hereby agrees to fund Agency's Project in a sum not to exceed eight hundred thousand dollars (\$800,000) notwithstanding any contrary indications that may be contained in Agency or any third-party proposal for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Agency's Scope of

Work, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail.

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

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

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

- 2.6 Payment of Taxes.** Agency and its contractors and consultants are solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.7 Payment upon Termination.** In the event that WCCTC or Agency terminates this Agreement pursuant to Section 3.4, WCCTC shall compensate the Agency for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Agency shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.8 Authorization to Perform Services.** The Agency is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from WCCTC's Executive Director or his designee.
- 2.9 Funding Request.** Agency shall 1) 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; 2) submit subsequent requests at least two (2) months in advance of anticipated need; and 3) to apply any funds received under this Agreement to the Project consistent with the terms and conditions of an approved funding appropriation.
- 2.10 Progress Reports.** Progress reports shall be submitted along with the funding request in Section 2.9. Agency shall submit progress reports in a form satisfactory to WCCTC based on the cost for services performed.
- 2.11 Records Keeping.** All reports, studies, plans, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Agency prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be made available to WCCTC at WCCTC's request.
- 2.12 Agency Financial Records.** Agency shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to WCCTC under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Agency to this Agreement.
- 2.13 Inspection and Audit of Records.** Any records or documents that Sections 2.11 and 2.12 of this Agreement requires Agency to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request by WCCTC. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of WCCTC or as part of any audit of WCCTC, for a period of 3 years after final payment under the Agreement.

SECTION 3 GENERAL PROVISIONS

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

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

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

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

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

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

If to WCCTC:

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

with a Copy to:

Kristopher J. Kokotaylo, Legal Counsel
Redwood Public Law
66 Franklin Street, Suite 300
Oakland, CA 94607

If to Agency:

Priya Mathur, Director of Funding Strategy
SF Bay Area Rapid Transit District
2150 Webster Street
Oakland, CA 94612

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

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

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

**San Francisco Bay Area Rapid Transit
District**

**West Contra Costa Transportation
Commission**

Priya Mathur, Director of Funding Strategy

John Nemeth, Executive Director

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

Mary E. Wilke, Legal Counsel

Kristopher Kokotaylo, Legal Counsel

Date: _____

Date: _____

3852446.1

WCCTAC Cooperative Agreement with BART

Page 8 of 10

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EXHIBIT A

SCOPE OF WORK

The Agency agrees to:

1. To act as the lead agency and take responsibility for monitoring the evaluation of 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 monitoring the 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: *(List which of the twenty permitted STMP projects this fund request will implement.)*
14b West County BART Station Access, Parking & Capacity Improvements: El Cerrito Plaza BART Pedestrian and Bike Safety and Access Improvements
5. To use the STMP funds for *(Explain how the project will use the STMP funds.)*
preconstruction costs for design and engineering services, prepared by third-party consultants procured by Developer(s), for station access infrastructure at the El Cerrito Plaza BART TOD, including but not limited to, 1) a new park-and-ride garage with electric-vehicle charging facilities and car share spaces, 2) bicycle and pedestrian improvements including a bike station, Ohlone Greenway enhancements and bicycle connections, and 3) a transit and passenger loading improvements including a new consolidated transitway for busses, traffic calming measures, a transit plaza with new bus shelters, and wayfinding and digital signage.
6. To produce or complete *(List what work products and/or improvements will result from the funding.)* architectural and engineering plans for the new station access infrastructure.
7. To complete the over-all project based on the following initial schedule for the project: *(Provide an estimated schedule for completing the **entire project.**)*

TASK	MONTH or QUARTER and YEAR	
	<i>Begins</i>	<i>Ends</i>
<i>Preliminary Engineering</i>	<i>Q3 2025</i>	<i>Q1 2026</i>
<i>Detailed Design (including PS&E)</i>	<i>Q1 2026</i>	<i>Q3 2026</i>
<i>Advertise Construction</i>	<i>Q3 2026</i>	<i>Q4 2026</i>
<i>Award Contract</i>	<i>Q4 2026</i>	<i>Q4 2026</i>
<i>Construction Begins</i>	<i>Q1 2027</i>	<i>Q1 2027</i>

<i>TASK</i>	<i>MONTH or QUARTER and YEAR</i>	
	<i>Begins</i>	<i>Ends</i>
<i>Construction Complete/ Open to the Public</i>	<i>Q4 2027</i>	<i>Q4 2027</i>
<i>Project Close-Out</i>	<i>Q1 2028</i>	<i>Q2 2028</i>

8. To complete the STMP-funded portion of the project based on the estimated completion date of *(Insert the estimated timeframe for completing the **work funded by STMP.**): May 1, 2028.*

<i>TASK</i>	<i>MONTH or QUARTER and YEAR</i>	
	<i>Begins</i>	<i>Ends</i>
<i>Preliminary Engineering</i>	<i>Q3 2025</i>	<i>Q1 2026</i>
<i>Detailed Design (including PS&E)</i>	<i>Q1 2026</i>	<i>Q3 2026</i>
<i>Advertise Construction</i>	<i>Q3 2026</i>	<i>Q4 2026</i>
<i>Award Contract</i>	<i>Q4 2026</i>	<i>Q4 2026</i>
<i>Construction Begins</i>	<i>Q1 2027</i>	<i>Q1 2027</i>
<i>Construction Complete/ Open to the Public</i>	<i>Q4 2027</i>	<i>Q4 2027</i>
<i>Project Close-Out</i>	<i>Q1 2028</i>	<i>Q2 2028</i>



CITY OF PINOLE

Development Services Department

2131 Pear Street
Pinole, CA 94564

Phone: (510) 724-9010
FAX: (510) 724-4921
www.ci.pinole.ca.us

May 12, 2025

To: West Contra Costa Transportation Commission (WCCTC)
6333 Potrero Avenue
El Cerrito, CA 94530

Attn: John Nemeth, Executive Director (via email: jnemeth@westcontracostatc.gov)

Subject: Request for Extending Duration of the 2006 STMP Agreement
San Pablo Avenue Bridge Replacement-Complete Street Project
Federal Project No. BRLS-5126 (015)

Dear Mr. Nemeth:

On behalf of the City of Pinole, I would kindly request extending the STMP Grant Agreement between WCCTC and the City for the San Pablo Avenue Bridge Project No. BRLS 5126(015) scheduled to expire on December 31, 2025. The requested extension is for an additional four years, for a new expiration date of December 31, 2029.

Please be advised that the Project has been delayed due to several factors including coordination with Caltrans on the prolonged process of the new mandatory Structure Type Selection Report (detailed in LAPG Chapter 6), the need to develop an additional bridge-alignment alternative in response to comments received on the Structure Type Selection Report, extended review timeline of the Environmental Technical Studies, and the duration required for processing the Highway Bridge Program funding.

The Current STMP Grant Funding Balance is as follows:

Source	Awarded Amount	Expended (through March 31, 2025)	Remaining Balance
2006 STMP Cycle 1	\$1,600,000	\$99,773	\$1,500,227

Status:

The Project is currently in the Preliminary Engineering and Environmental Approval phase. The necessary Historic Property Survey Report (HPSR) and Archaeological Survey Report (ASR) have been approved, fulfilling a requirement for NEPA clearance.

In addition, Caltrans has completed its review of all environmental studies and has requested a single modification: the addition of a statement concerning the future of wetlands within the Natural Environment Study – Minimal Impact (NESMI) report. The remaining items for submission for NEPA approval and certification are:

- Revised Initial Site Assessment (ISA) Report
- County's Master Bicycle Plan
- Updated Project Description

We plan to have the three above-listed items submitted within the next three months with NEPA approval expected by September 30, 2025.

Please find below an updated Project Schedule for your reference:

Phase	Date/Timeframe
Environmental Clearance	September 2025
Right-of-Way Certification	September 2025 – October 2026
Design (PS&E)	September 2025 – January 2027
Construction	January 2027 – May 2029

Thank you in advance for your consideration. Should you have any questions or need additional information, please do not hesitate to contact me at phone number 510-418-7415 or via e-mail at helguindy@pinole.gov

Sincerely,



Heba El-Guindy, TE
Public Works Director

ATTACHMENT E

**WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE
DOING BUSINESS AS
WEST CONTRA COSTA TRANSPORTATION COMMISSION
RESOLUTION NO. 25-05**

**AUTHORIZING AN EXTENSION OF THE ALLOCATION OF SUBREGIONAL
TRANSPORTATION MITIGATION PROGRAM (STMP) FUNDS FROM WCCTC
TO THE CITY OF PINOLE AND AUTHORIZING THE WCCTC EXECUTIVE
DIRECTOR TO EXECUTE AN EXTENSION TO THE COOPERATIVE
FUNDING AGREEMENT FOR THE PINOLE SAN PABLO AVENUE BRIDGE
REPLACEMENT AND COMPLETE STREET PROJECT IN A FORM APPROVED
BY GENERAL COUNSEL**

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

WHEREAS, the 2005/2006 Update of the STMP's Nexus Study included Project 8: San Pablo Avenue Corridor Improvements; and

WHEREAS, the 2006 STMP explicitly allows for funding for Pinole San Pablo Avenue Bridge Replacement and Complete Street Project (the Project); and

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

WHEREAS, the Board of Directors of WCCTC at its April 24, 2020 meeting adopted Resolution No. 20-01 authorizing the allocation of STMP funds to the City of Pinole in the amount of \$1,600,000 to partially fund the Project; and

WHEREAS, WCCTC and the City of Pinole both signed and have a fully executed Cooperative Funding Agreement for the Project; and

WHEREAS, as of May 13, 2025, the City of Pinole has invoiced and received payment from WCCTC for \$99,773 leaving a remaining STMP allocation balance of \$1,500,227; and

WHEREAS, the City of Pinole experienced delays in implementing the project due to several factors including coordination with Caltrans and the need to develop an additional bridge-alignment alternative, extended review timeline of the Environmental Technical Studies, and the time required for processing other funding; and

WHEREAS, the City of Pinole seeks to modify the Project schedule and make clarifications to the scope of work to reflect delays experienced; and

WHEREAS, the fully executed cooperative funding agreement effective April 24, 2020 is set to expire on December 31, 2025;

WHEREAS, both parties seek to extend the funding agreement and agree to the changes in schedule and scope;

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

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

1. Does hereby authorize the extension of its 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 Extension attached hereto and incorporated herein by reference as Exhibit A.

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

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

The foregoing Resolution was adopted by the WCCTC Board at a regular meeting on May 23, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Cameron Sasai, Chair

Attest:

John Nemeth, Executive Director

Approved as to Form:

Kristopher J. Kokotaylo, General Counsel

3203330.1

RESOLUTION 2025-05
EXHIBIT A

**EXTENSION OF COOPERATIVE FUNDING AGREEMENT BETWEEN
WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE
DOING BUSSINESS AS WEST CONTRA COSTA TRANSPORTATION COMMISSION
AND
City of Pinole**

San Pablo Avenue Bridge Replacement – Complete Street

This AGREEMENT is made and entered into as of May 23, 2025, (the “Effective Date”) by and between the West Contra Costa Transportation Commission (“WCCTC”), a Joint Exercise of Powers Agency organized pursuant to California Government Code Section 6500, *et. seq.*, among the cities of El Cerrito, Hercules, Pinole, Richmond, and San Pablo, the County of Contra Costa, and the transit agencies AC Transit, Bay Area Rapid Transit District, and Western Contra Costa Transit Authority, with offices located at 6333 Potrero Avenue, Suite 100, El Cerrito, CA 94530, and City of Pinole, a municipal corporation.

WCCTC 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 WCCTC 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 WCCTC 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; and

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; and

WHEREAS, WCCTC Board of Directors adopted Resolution Number 2020-01 authorizing the WCCTC Executive Director to enter into a Cooperative Funding Agreement with the Agency to provide STMP funds for the Project; and

WHEREAS, WCCTC and the Agency both signed and have a fully executed Cooperative Funding Agreement for the Project; and

WHEREAS, as of May 13, 2025, the Agency has invoiced and received payment from WCCTC for \$99,773 leaving a remaining STMP allocation balance of \$1,500,227; and

WHEREAS, the Agency experienced delays in implementing the project due to several factors including coordination with Caltrans and the need to develop an additional bridge-alignment alternative, extended review timeline of the Environmental Technical Studies, and the time required for processing other funding; and

WHEREAS, the Agency seeks to modify the Project schedule and make clarifications to the scope of work to reflect delays experienced; and

WHEREAS, the previous fully executed cooperative funding agreement effective April 24, 2020 is set to expire on December 31, 2025;

WHEREAS, both parties seek to extend the funding agreement and agree to the changes in schedule and scope;

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, 2029, and Agency shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended. The time provided to Agency to complete the services required by this Agreement shall not affect WCCTC's right to terminate the Agreement.
- 1.3 Standard of Performance.** Agency shall perform or cause to be performed all services required in Exhibit A according to the standards observed by a competent practitioner of the profession in which Agency's consultants or contractors are engaged.
- 1.4 Assignment of Personnel.** Agency shall retain only competent personnel to perform the Project to this Agreement. In the event that WCCTC, in its sole discretion, desires the reassignment of any such persons, Agency shall, upon receiving notice from WCCTC, of such desire of WCCTC, reassign such person or persons.
- 1.5 Time is of the Essence.** Time is of the essence. Agency shall devote such time to the performance of the Project pursuant to this Agreement as may be reasonably necessary to timely finish the Scope of Work, 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, WCCTC notifies Agency that this Project is subject to the general prevailing wages in the locality in which the services described in Exhibit A are to be performed. Agency shall cause to be paid prevailing wages for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which Agency shall make available on request by contractors and consultants. The Agency, its consultant and contractors engaged in the performance of the Scope of 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 WCCTC Master Cooperative Agreement pertaining to the 2006 STMP, and subject to available funding, WCCTC 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 WCCTC to Agency pursuant to this Agreement. Agency shall submit all invoices to WCCTC in the manner specified herein. Agency shall not bill WCCTC for duplicate services performed by more than one person.

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

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

- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;

- b. The beginning and ending dates of the billing period;
 - c. A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion.
- 2.3 Monthly Payment.** WCCTC shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. WCCTC shall have 60 days from the receipt of an invoice that complies with all of the requirements above to pay Agency.
- 2.4 Total Payment.** In no event shall Agency submit any invoice for an amount in excess of the maximum amount of compensation provided in Section 2.1, above, either for a task or for the entire Agreement, unless the Agreement is modified in writing prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 Reimbursable Expenses.** Reimbursable expenses shall not include a mark-up and are billed as a direct costs. In no event shall expenses be advanced by WCCTC to the Agency. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.6 Payment of Taxes.** Agency and its contractors and consultants are solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.7 Payment upon Termination.** In the event that WCCTC or Agency terminates this Agreement pursuant to Section 3.4, WCCTC shall compensate the Agency for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Agency shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.8 Authorization to Perform Services.** The Agency is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from WCCTC's Executive Director or his designee.
- 2.9 Funding Request.** Agency shall submit the request for funds for specific components of the Project, detailing project scope, schedule and proposed funding plan, at least four (4) months in advance of the initial anticipated cash flow need or reimbursement; to submit subsequent requests at least two (2) months in advance of anticipated need; and to apply any funds received under this Agreement to the Project consistent with the terms and conditions of an approved funding appropriation.
- 2.10 Progress Reports.** Progress reports shall be submitted along with the funding request in Section 2.9. Agency shall submit progress reports in a form satisfactory to WCCTC based on the cost for services performed.
- 2.11 Records Keeping.** All reports, studies, plans, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any

other documents or materials, in electronic or any other form, that Agency prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be made available to WCCTC at WCCTC's request. .

2.12 Agency Financial Records. Agency shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to WCCTC under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Agency to this Agreement.

2.13 Inspection and Audit of Records. Any records or documents that Sections 2.11 and 2.12 of this Agreement requires Agency to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request by WCCTC. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of WCCTC or as part of any audit of WCCTC, for a period of 3 years after final payment under the Agreement.

SECTION 3 GENERAL PROVISIONS

3.1 Funding Limitations and Contingencies. If, in response to the Request for Proposal(s), it appears that Project costs including contingency, will exceed the funding set forth in Section 2.1, the Parties agree that they shall meet to revise Project Scope to meet available funding. Funding of Agency's Project is strictly contingent upon WCCTC having received, appropriated and allocated sufficient STMP funds for the Agency's Project. Funding is also contingent upon WCCTC receiving a fully executed Agreement from Agency. If the Project Scope cannot be revised to meet available funding, then WCCTC reserves the right to terminate this Agreement, or suspend funding, until such time that additional STMP funds are available and allocated to Agency's Project.

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

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

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

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

3.5 Waiver of Claims Against WCCTC. Agency waives all claims by Agency, its directors, supervisors, officers, employees, or agents against WCCTC, its commissioners, officers, 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 WCCTC, its commissioners, officers, and/or employees.

3.6 Indemnity. Agency shall defend, indemnify and hold harmless WCCTC, 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 WCCTC. With respect to third party claims against Agency, waives any and all rights of any type to express or implied indemnity against WCCTC.

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

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

If to WCCTC:

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

with a Copy to:

Kristopher J. Kokotaylo, Legal Counsel
Redwood Public Law
66 Franklin Street, Suite 300
Oakland, CA 94607

If to Agency:

Kelsey Young, 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 WCCTC is bound by the terms of such fiscal assistance program.

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

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

City of Pinole

**West Contra Costa Transportation
Commission**

Kelsey Young, City Manager

John Nemeth, Executive Director

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

Eric S. Casher, Agency Counsel

Kristopher Kokotaylo, Legal Counsel

Date: _____

Date: _____

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: San Pablo Avenue Corridor Improvements.
5. To use the STMP funds *for all work in all phases for the San Pablo Avenue Bridge Replacement – Complete Street Project.*
6. To produce or complete *the Replacement of San Pablo Avenue Bridge over BNSF Complete Street.*
7. To complete the overall project based on the following initial schedule the schedule for the project: *The project is not currently under construction but is actively being worked on and scheduled to be completed by May 15, 2029.*
 - a. *Phase 1- Preliminary Engineering/Environmental September 2025*
 - b. *Phase 2 - Final PS&E January 2027*
 - c. *Phase 3 - Construction May 2029*
8. To complete the STMP-funded portion of the project based on the estimated completion date of *May 15, 2029.*



Contra Costa Transportation Authority Integrated Transit Plan

May 2025



Agenda

1. Integrated Transit Plan Overview

- Study Scope, Schedule
- ITP Action Plans

2. Transit Priority Corridors

- Transit Priority Corridor Recommendations
- West County Transit Priority Corridors

3. Discussion, Next Steps

Integrated Transit Plan Overview

CCTA's **transit-first vision** includes an Integrated Transit Plan (ITP) that provides technical and planning guidance with a clear vision for delivering a robust transit network that **connects all major activity centers and regional hubs in Contra Costa.**

The ITP will focus on the following areas:



Coordination: Identify ways to improve coordination between transit services so that riders have convenient and seamless travel.



Innovation: Explore emerging technologies that can improve access to transit and prioritize the movement of buses.



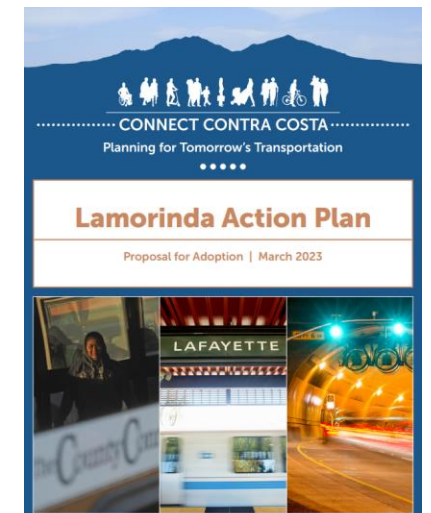
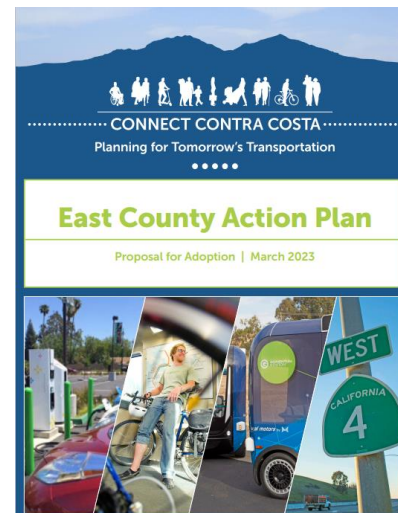
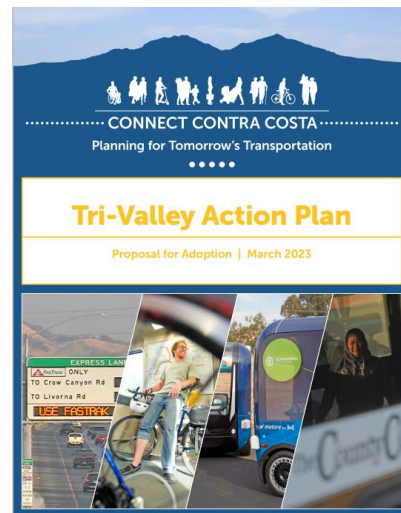
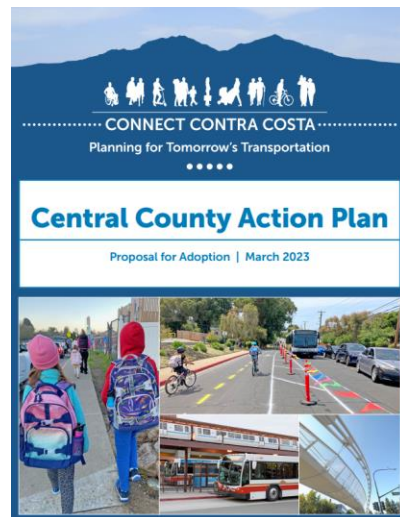
Equity: Ensure recommendations enhance or maintain access and coverage for all communities and residents, including low-income communities, communities of color, and people with disabilities.

Integrated Transit Plan Overview

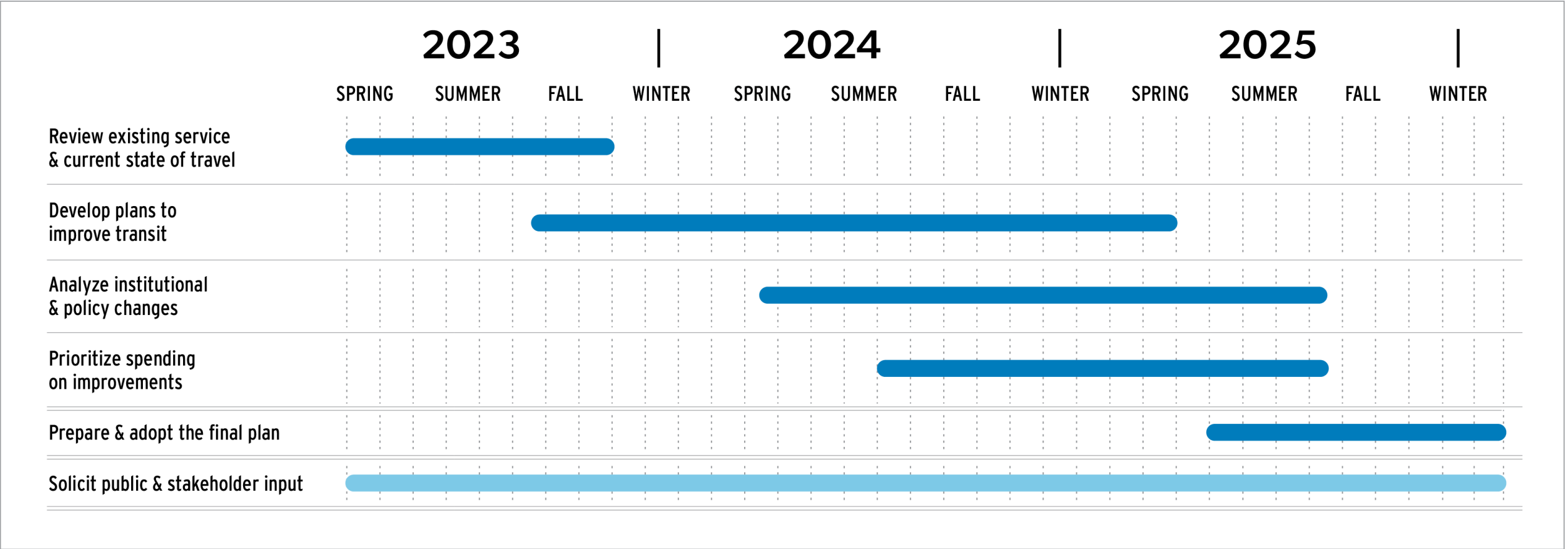
The ITP will align with planning strategies such as:

- **Regional Plans** e.g., Plan Bay Area 2050 & Bay Area Transit Transformation Action Plan
- **Sub-regional Plans** e.g., Transport Action Plans (Draft 2023)

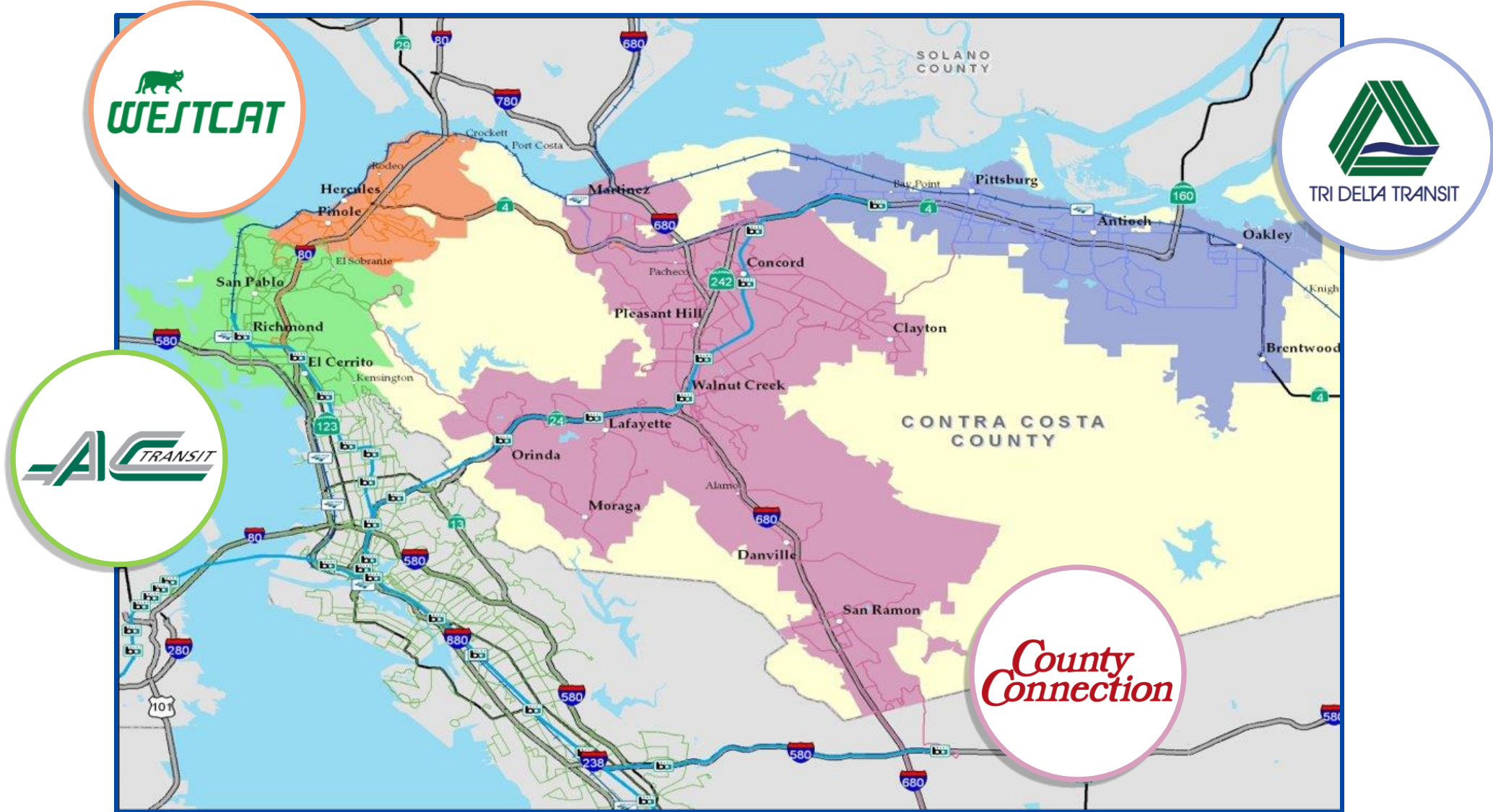
It will also consider neighboring county plans such as Alameda Countywide Transit Plan for **cross-county collaboration** opportunities & learnings.



Integrated Transit Plan Timeline



Integrated Transit Plan: Service Area Map



Potential Action Plan Elements

Core Transit Network Services

Rail Services



Frequent BART and Amtrak service that connects to important Bay Area destinations

Transit Priority Corridors



Fixed-route bus service on key travel corridors within the county with identifiable branding, infrastructure and service levels

Frequent Bus



Fixed-route bus service on key travel corridors within the county with identifiable service levels

Access-focused Services

Microtransit + Feeders



Fixed-route and on-demand bus services that connect to mobility hubs, rail stations, and park-and-ride lots for connection to rail and core bus network.

Active Transportation + Micromobility



Bicycle, scooter, and pedestrian improvements that help riders connect to mobility hubs, rail stations, and park-and-ride lots

Mobility Hubs



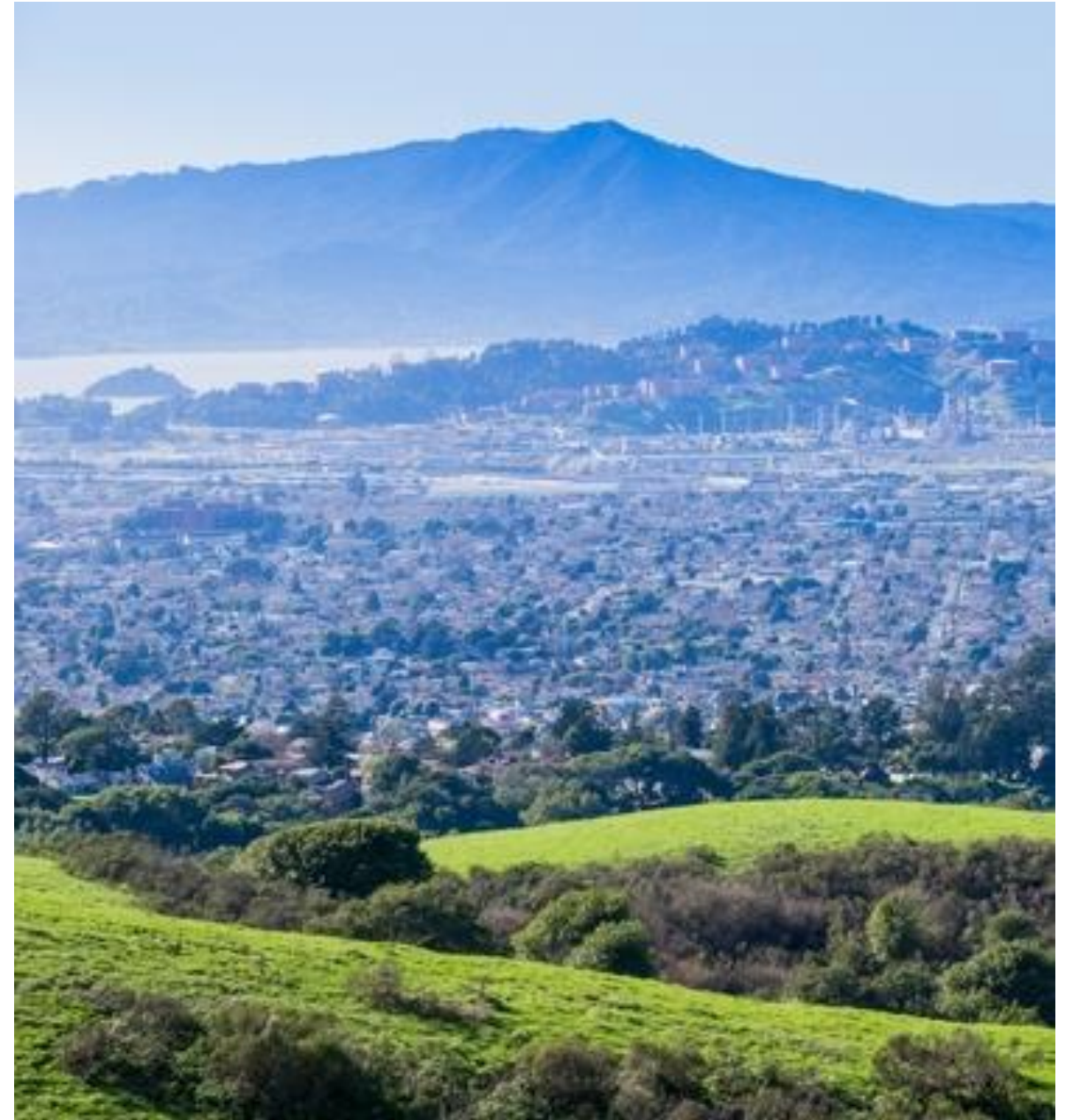
Key locations where transportation services connect allowing easy transfer for users; includes off-street infrastructure and wayfinding.

Automated Transit Network (ATN)



*On-demand service operating on a fixed guideway. **Not recommended as part of the plan but is under active consideration outside of this scope of work.***

Transit Priority Corridor Improvement Recommendations



Goals of the TPC Network Overall and Approach for Identifying Transit Lane Segments

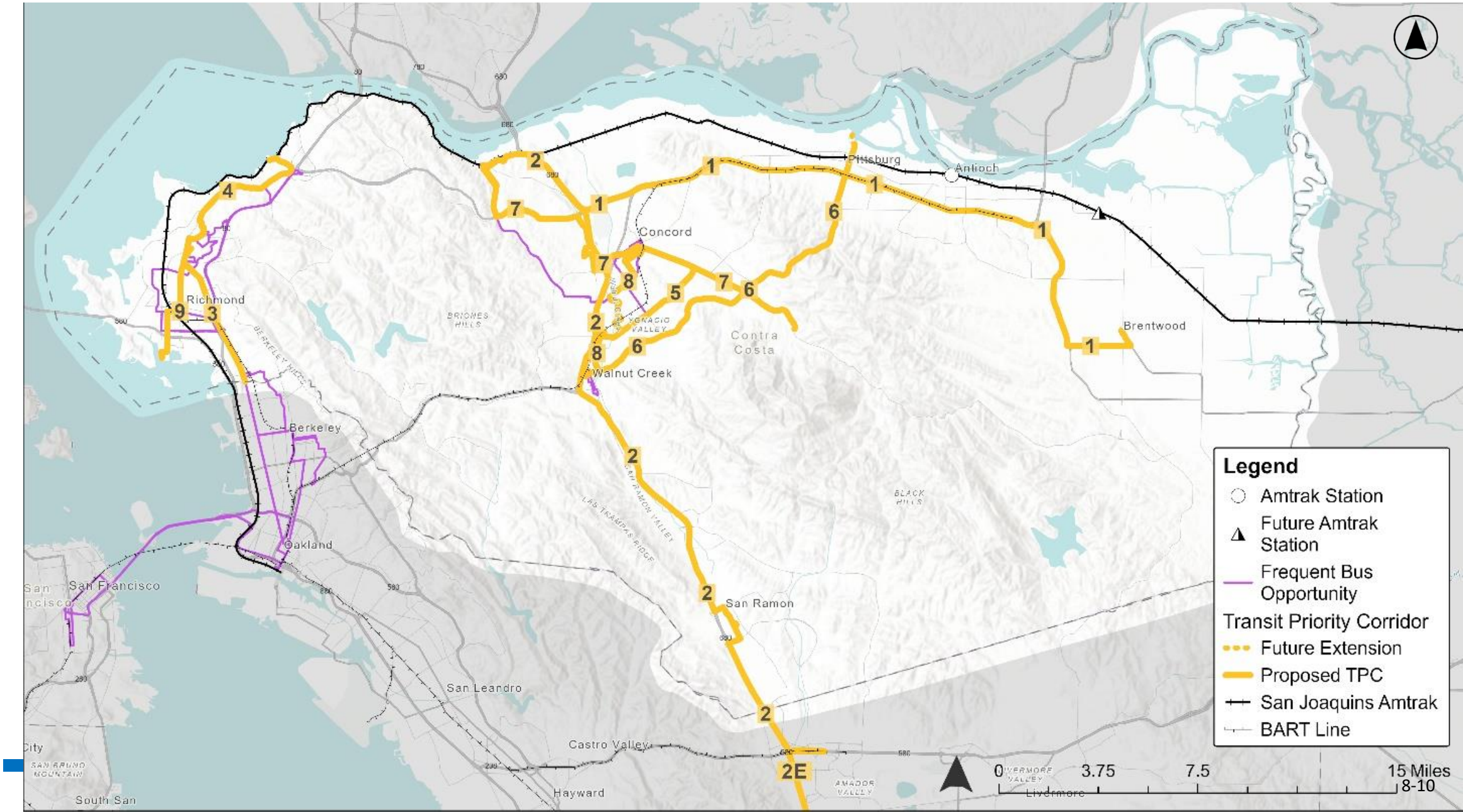
- **Goals of the Transit Priority Corridors Overall**

- Connect people to jobs and destinations with transit
- Align with **regional priorities** and other studies
- Increase transit ridership
- Serve **Equity Priority Communities**
- Improve transit travel times
- Serve locations with **economic development opportunities**

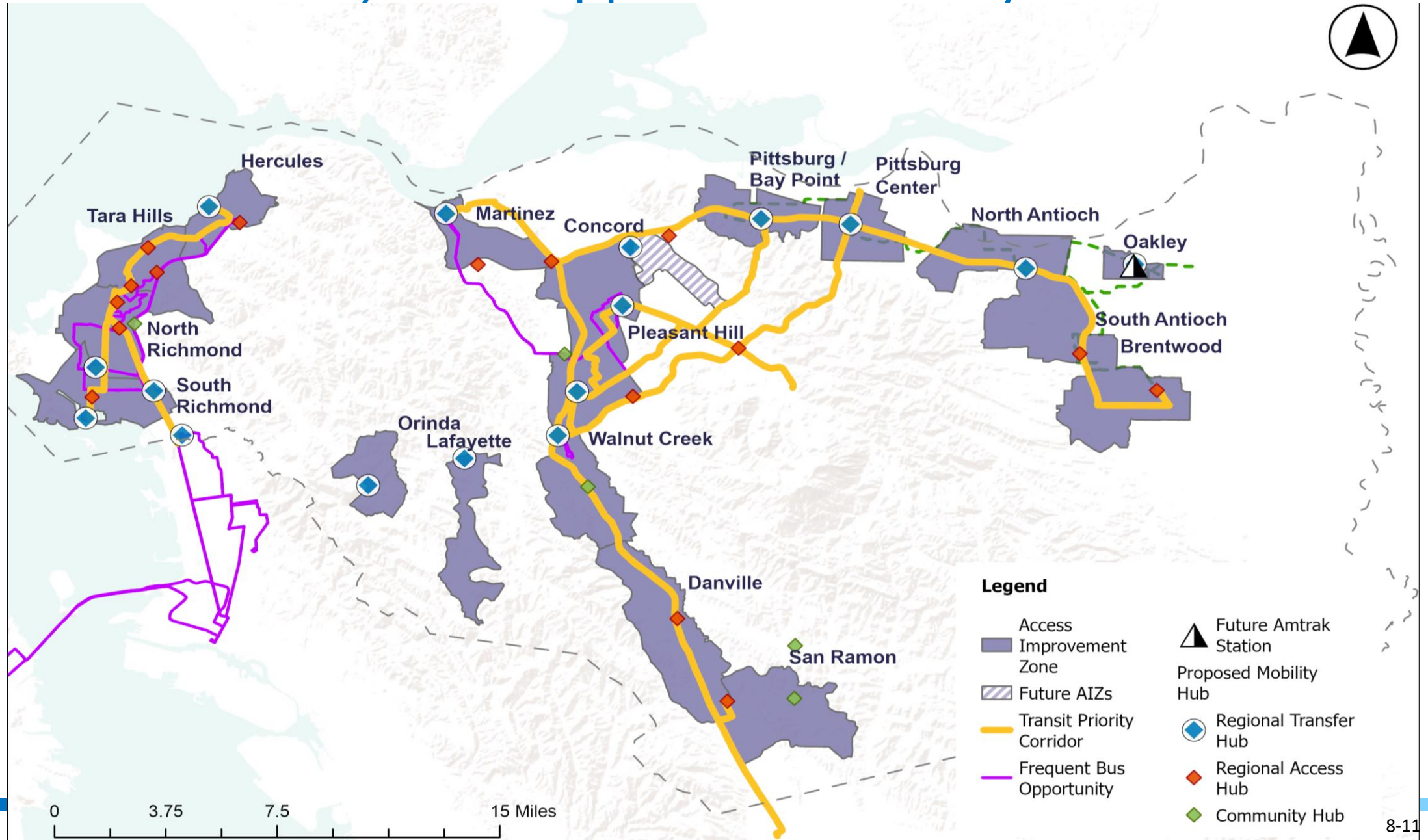
- **Approach for Identification of Potential Transit Lane Segments**

- Dedicated lanes where existing or planned service is frequent, relatively high ridership
- Allow transit to avoid impacts from peak congestion hot spots
- Support areas of high transit need, as identified in Existing Conditions analysis
- Consider physical viability of transit lanes, such as roadway width, existing parking, etc.

Transit Priority Corridors + Frequent Bus Network



AIZs and Mobility Hubs Support Transit Priority Corridors



Baseline Transit Priority Corridor Improvements

Assumed for all TPCs:

- Frequent service (15-20 min during peak)
- Transit islands/bus bulbs
- Enhanced stations (shelters, benches, real-time info, and wayfinding)
- Transit signal priority
- Distinctive branding
- Active transportation improvements



Image Source: GRTC



Image Source: AC Transit

Potential Types of Physical TPC Priority Treatments

Arterial Transit Lanes



Image Source: SFMTA



Image Source: Kimley-Horn

Queue Jumps

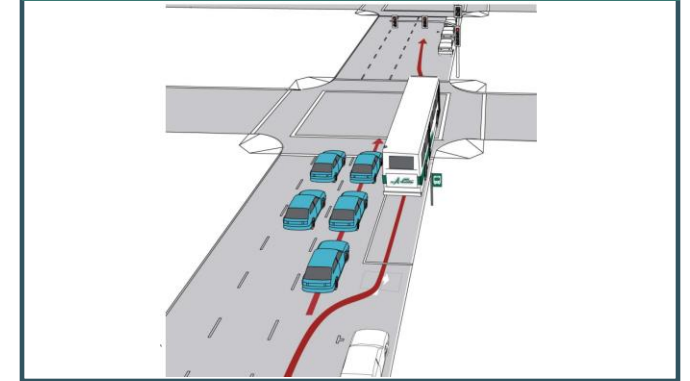


Image Source: AC Transit

Queue jumps considered in locations where arterial transit lanes not proposed

Part-Time Transit Lanes



Image Source: Kimley-Horn

Express Lanes/HOV Lanes



Image Source: CCTA

Transit Lane Considerations

Arterial Transit Lanes

- May be center or side-running
- Side-running may allow local business and right-turn access
- May be limited to certain times of day and otherwise used for parking or mixed flow traffic
- Typically includes frequent service to justify ROW dedication

Part-Time Transit Lanes

- Definition here is focused on use of freeway shoulder for bus use during peak congestion times (speed <30 MPH)
- May include various safety technology

Express Lanes/HOV Lanes

- Buses may access lanes limited to all high-occupancy and tolled drivers
- Only being considered on freeway network

Arterial Transit Lanes



Image Source: SFMTA



Image Source: Kimley-Horn

Part-Time Transit Lanes



Image Source: Kimley-Horn

Express Lanes/HOV Lanes



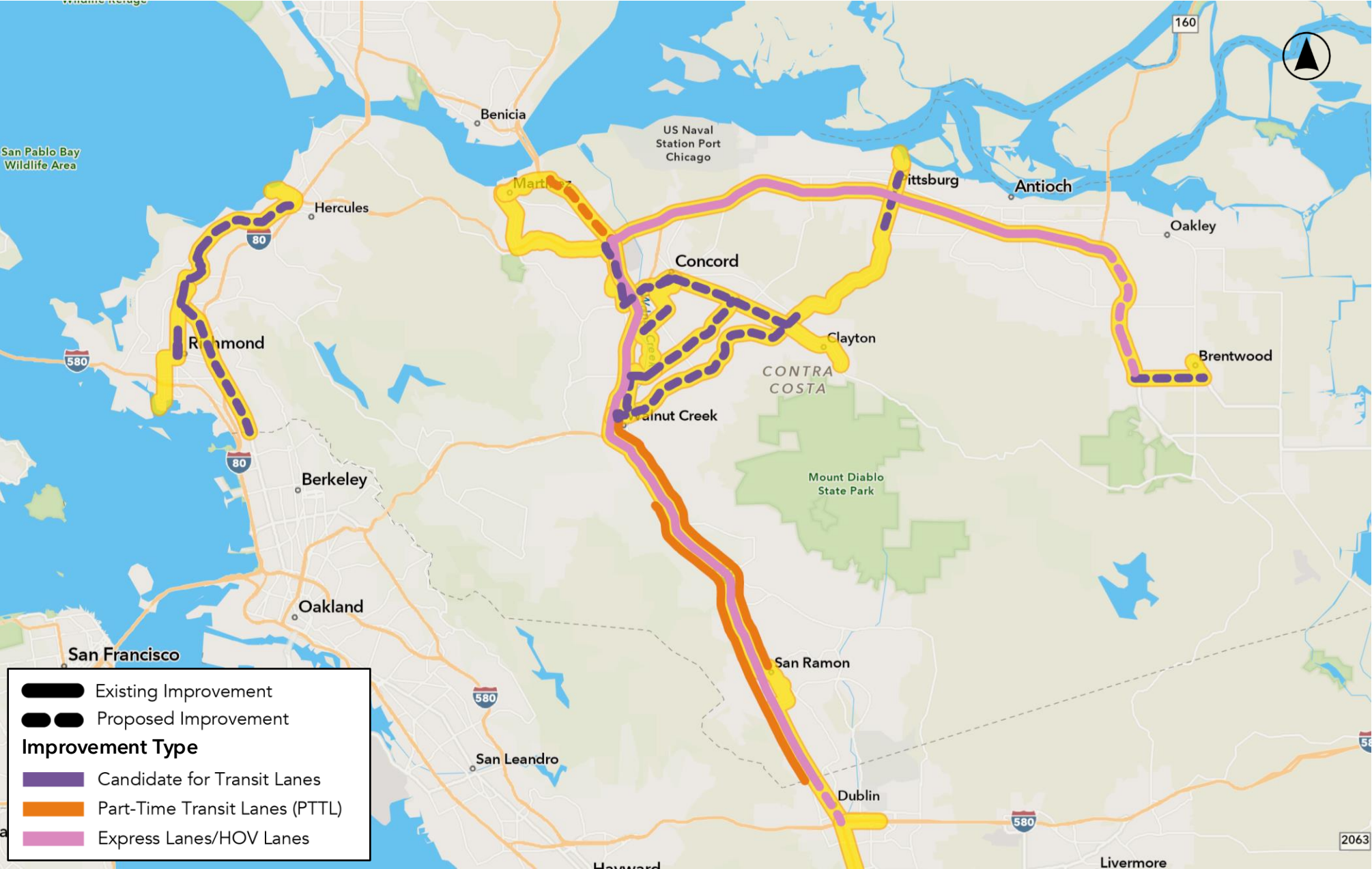
Image Source: CCTA

Where Transit Lane Treatments are Proposed

- **Need to develop initial assumptions as part of ITP to allow for evaluation and costing**
- **Transit lane solutions considered where one or more of the following are met:**
 - High levels of congestion during peak commute hours on one or more segments of the corridor
 - Existing or planned transit service is frequent, such as where routes overlap
 - Existing routes experience relatively high ridership
 - Area of high transit need, as identified in Task 1 Existing Conditions analysis
 - Transit lane proposed in a previous planning study
- **Transit lane solutions not considered in the following conditions:**
 - Roadways are one lane per direction
 - Segments are very short or discontinuous

High-Level Planning Assessment Only: Further study required at the corridor level based on traffic analysis, design feasibility, stakeholder input, and public input.

Planned/ Potential Transit Lane Treatments

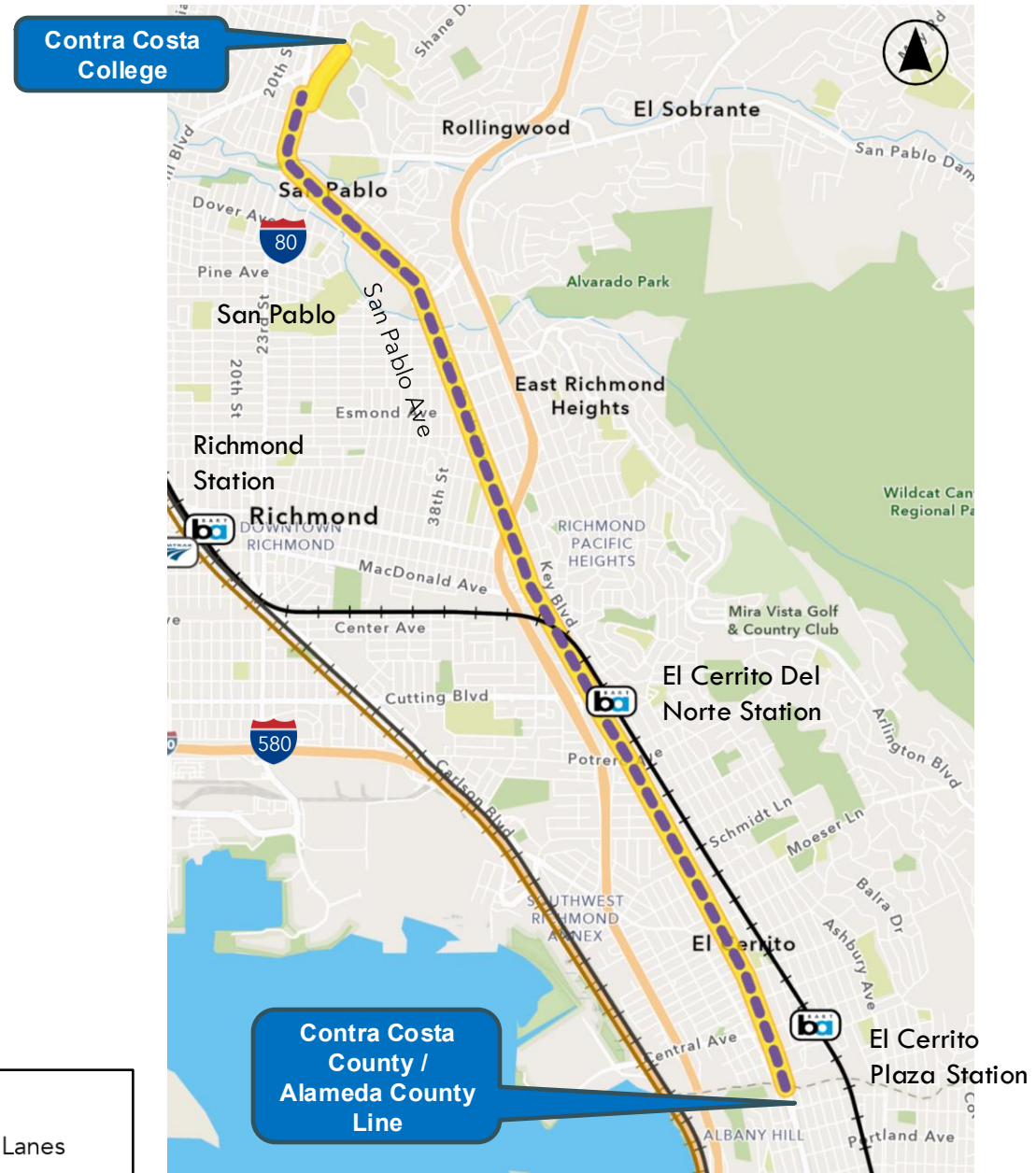


West County TPCs

TPC 3 – San Pablo South Proposed Recommendations

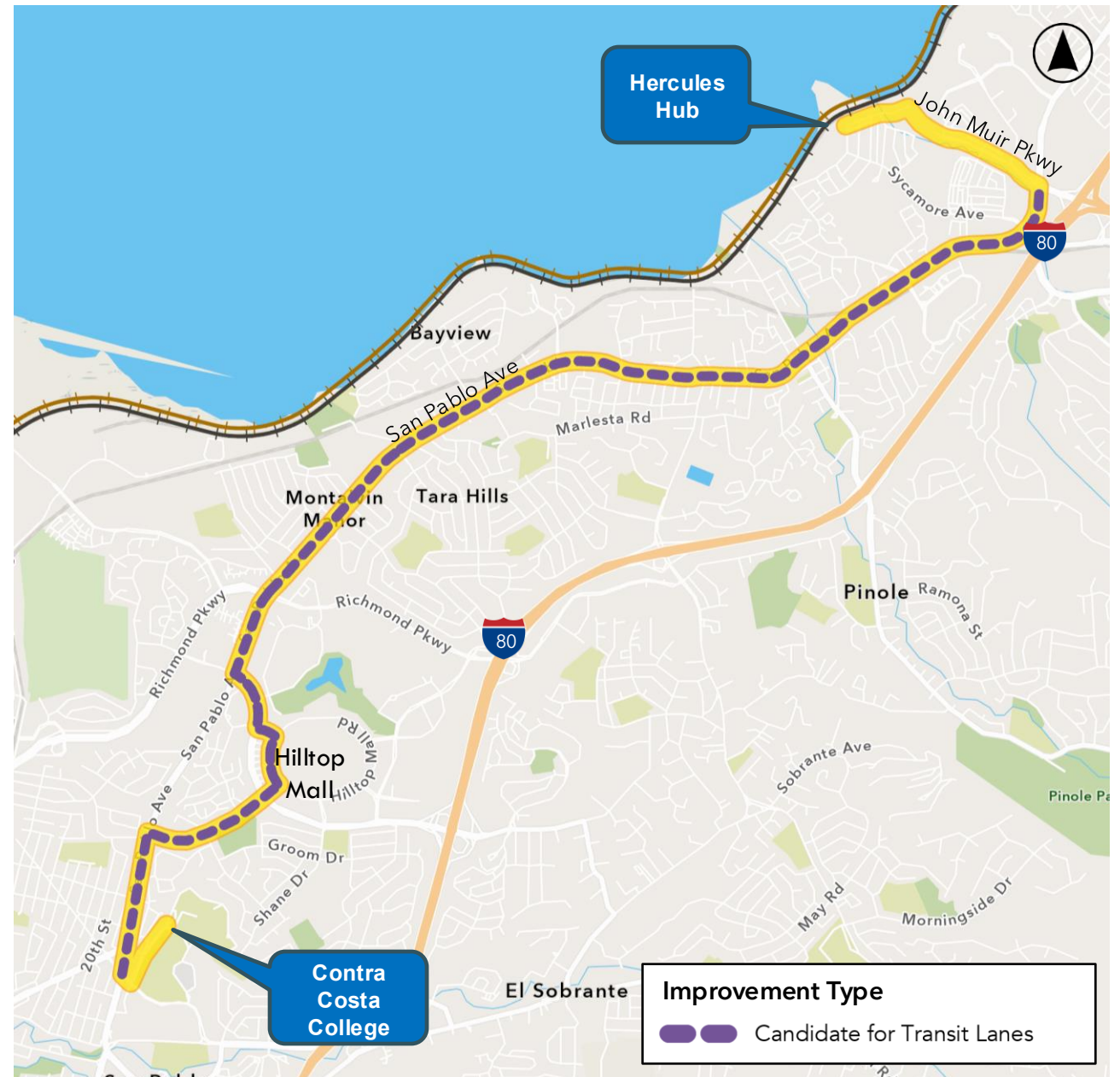
- Recommendations are consistent with WCCTC High-Capacity Transit Study
- Meets transit feasibility factors: congestion in peak hours, high transit frequency, at least 2 travel lanes per direction
- Length of transit lanes: 5.4 miles

Improvement Type
Candidate for Transit Lanes



TPC 4 – San Pablo North Proposed Recommendations

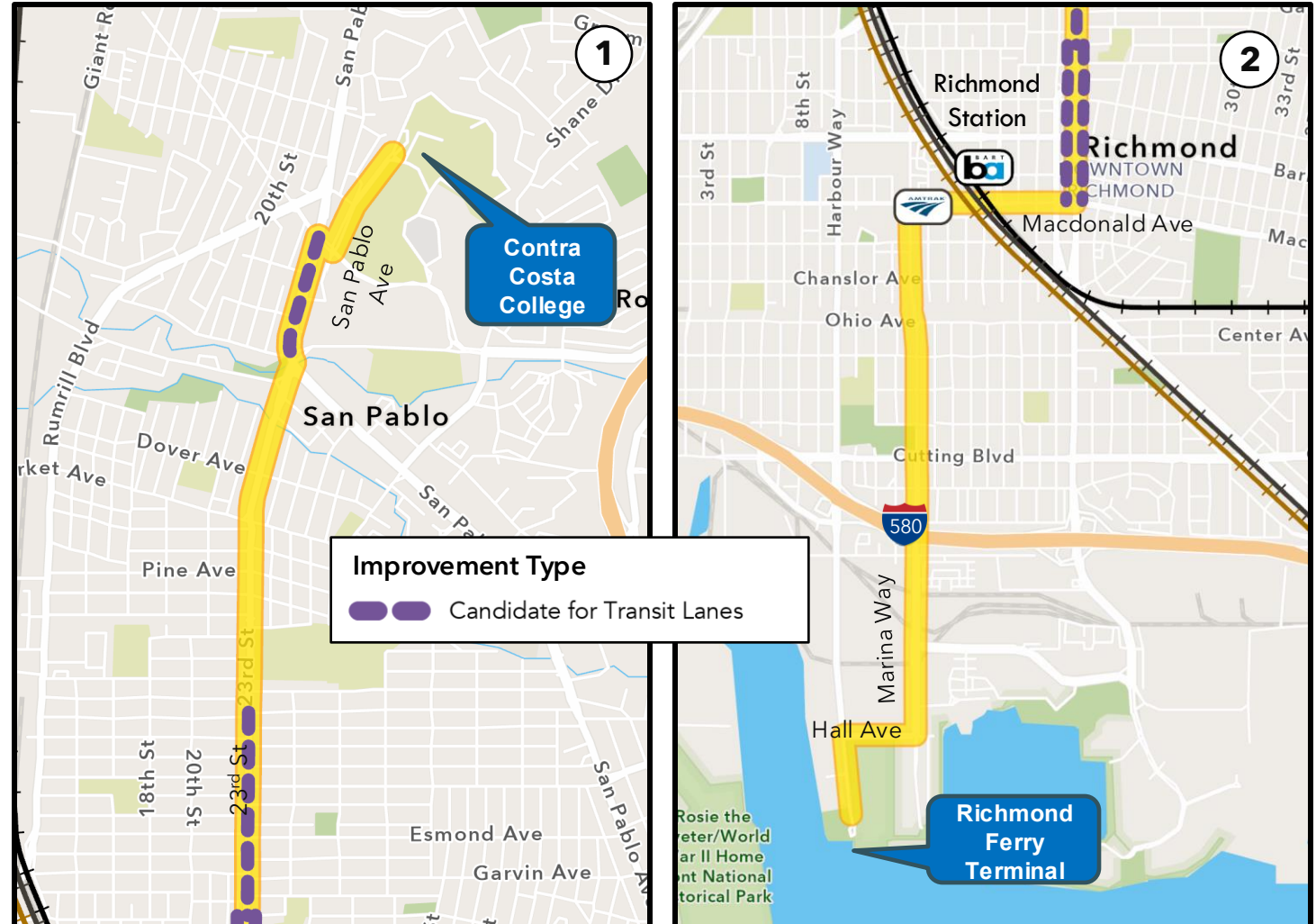
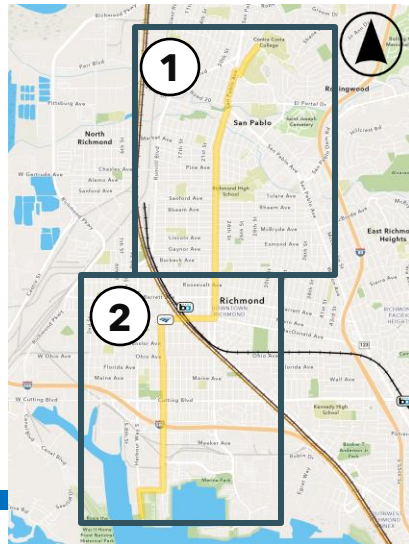
- Recommendations are consistent with WCCTC High-Capacity Transit Study
- Meets transit feasibility factors: congestion in peak hours, high transit frequency, at least 2 travel lanes per direction
- Length of transit lanes: 6.2 miles



TPC 9 – 23rd Street/Marina Way Proposed Recommendations

- Recommendations are consistent with WCCTC High-Capacity Transit Study
- Transit lanes proposed where meets transit feasibility factors: congestion in peak hours, high transit frequency, at least 2 travel lanes per direction
- Length of transit lanes: 1.3 miles

Key Map



Integrated Transit Plan Overview

Next Steps

- Input from WCCTC and other RTPCs
- Overview to CCTA Board at May Workshop
- Develop policy proposals to support Action Plan recommendations
- Incorporate input into ITP Action & Policy Plans
- **Delivery of Integrated Transit Plan**



RIDE THE BUS



SR-4 Corridor Vision Study

West Contra Costa Transportation Commission

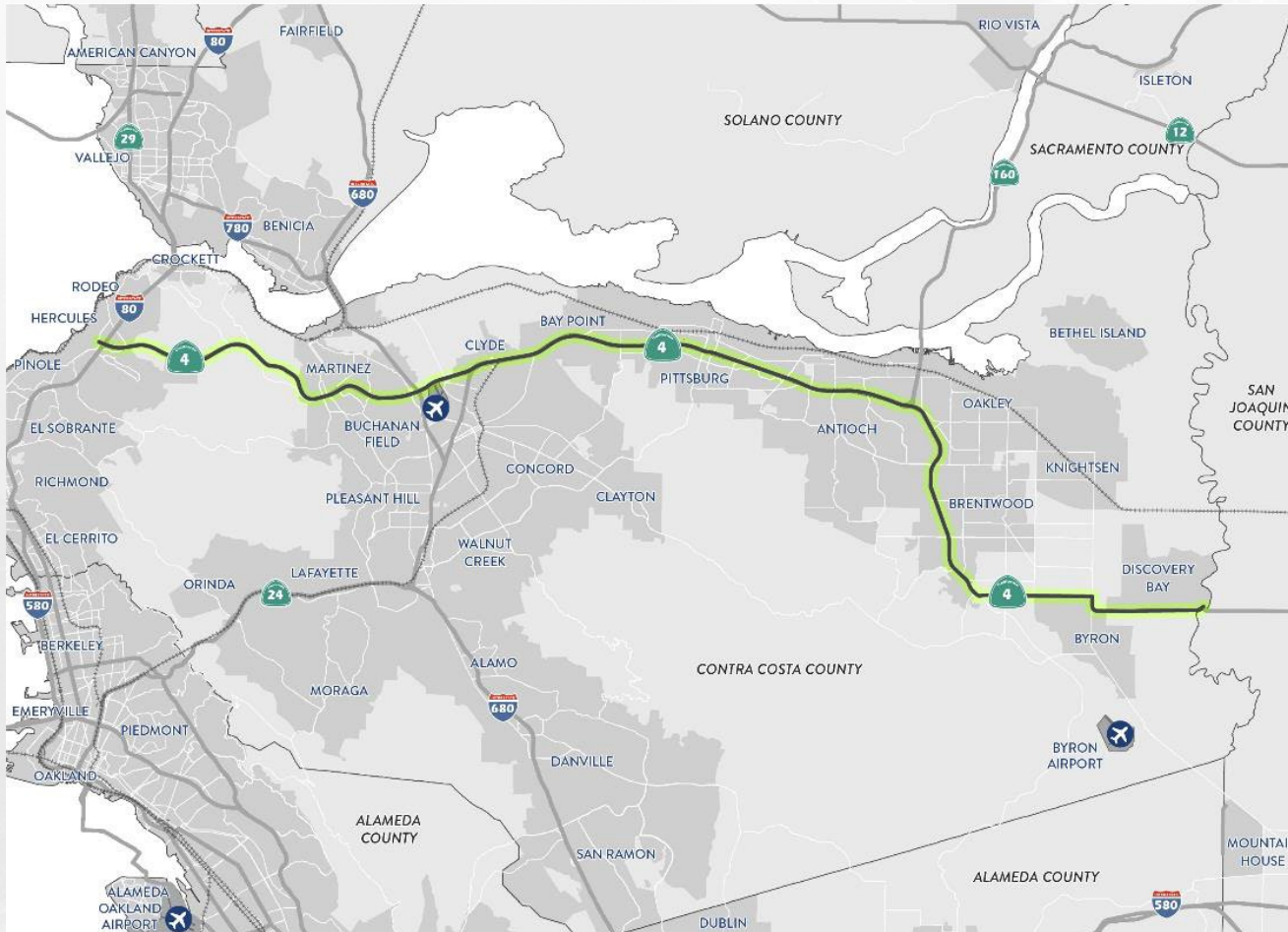
May 23, 2025



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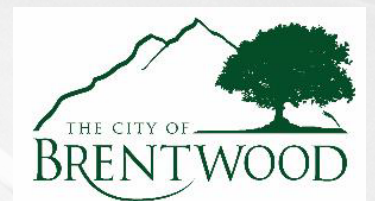
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SR-4 Vision Study Overview



- ▶ Draw from Ongoing and Recent Studies and Project Planning to Create a Future Vision for the Corridor
 - ▶ SR-4 Integrated Corridor Mobility Project (Ph 1)
 - ▶ SR-4 Design Alternatives Assessment
 - ▶ East County Integrated Transit Study
 - ▶ SR-4 Operational Improvements Project
 - ▶ SR-4/I-680 Interchange Project
 - ▶ SR-239/Airport Connector Project
 - ▶ Hercules Hub Project
- ▶ Scope Based on Caltrans CMCP Requirements
 - ▶ Automobile
 - ▶ Transit
 - ▶ Freight
 - ▶ Bicycle
 - ▶ Pedestrian
 - ▶ Emerging Technology

Agency Stakeholders



Corridor Vision

"We envision a SR-4 Corridor where mobility is seamless, safe, and equitable for all. By offering diverse modal options and holistic transportation solutions, we aim to enhance first and last mile connections and embrace new and emerging technologies.

Our commitment to reducing congestion, improving reliability, promoting sustainability, and economic vitality will ensure that everyone has access to efficient and effective transportation, fostering a connected and vibrant community."



Benefits of the Corridor Vision

- Equitable Access
 - Invest in disadvantaged communities
 - Incorporate community supported solutions
- Congestion Reduction
 - Improve share of non-SOV modes
 - VMT reduction strategies
- System Reliability
 - Increase total corridor throughput
 - Support non-capital strategies
- Sustainability
 - Reduce GHG emissions
 - Provide access to areas identified for high-density development



Achieving the Corridor Vision

- Modal Diversity
 - Improve transit reliability
 - Support bicycle and pedestrian infrastructure
- Holistic Approach
 - Enhance first-/last-mile connectivity
 - Pursue mobility hubs development
- Mobility & Accessibility
 - Improve efficiency with tolling and express lanes
 - Employ new and emerging solutions
- Safety
 - Implement higher-quality bicycle and pedestrian facilities
 - Improve collision hot spots



Study Elements

- Build Upon Extensive Existing Efforts
- Document Existing Plans & Guidelines
- Perform Additional Analysis of
 - Corridor Safety
 - Freight System
 - Arterial Network Operations
 - Identify Emerging Technologies
- Establish Evaluation Criteria
- Project Screening and Bundling
- Finalize SR-4 Corridor Vision Plan & Gain CMCP Approval from Caltrans
- **Future Steps** – Leverage Plan to pursue project funding



Stakeholder Engagement

The Project Team Presented to the Following Groups for Study Input:

- SR-4 Vision Technical Advisory Committee (TAC)
- WCCTAC
- TRANSPAC
- TRANSPLAN
- CCTA Citizens Advisory Committee (CAC)
- CCTA Planning Committee (PC)
- CCTA Board

Comments Received from These Groups Included:

- Include Ygnacio Valley Road/Kirker Pass Road in the project analysis
- Consider strategies to improve bicycle mobility between Pittsburg/Bay Point and Concord
- Confirm that the Project's land use assumptions include buildout of the Concord Naval Weapons Station
- Consider strategies for improving pavement conditions

Public Outreach

Community Events:

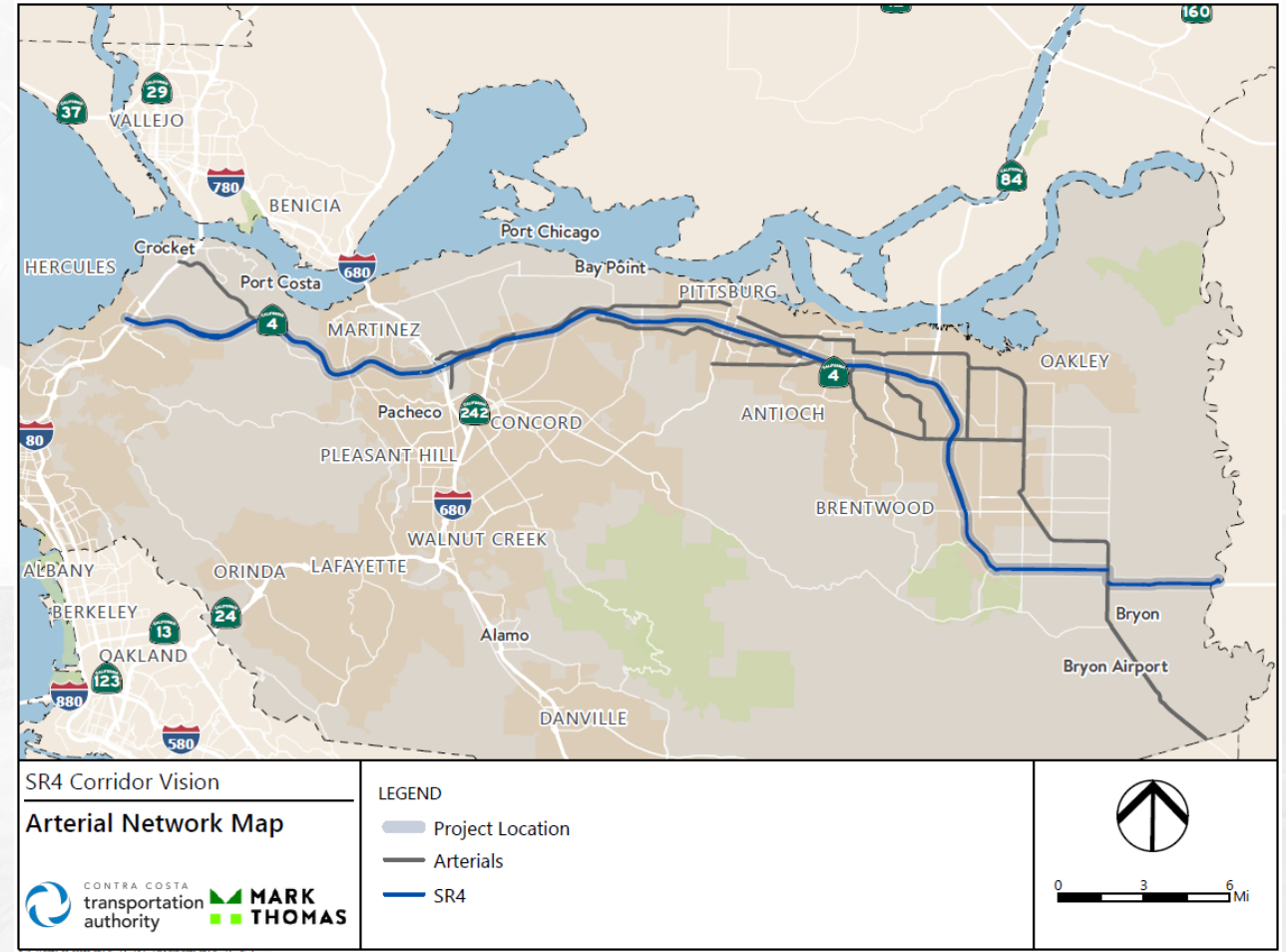
City	Event	People Engaged
Pittsburg	Summer Kick Off Community Event	40
Hercules	National Night Out	247
Concord	Music & Market	180
Brentwood	Farmer's Market/Makers Boulevard	133
Martinez	Farmer's Market	129
Antioch	Big Truck Day	253
Oakley	Heart of Oakley	174

Online public survey:

- Published on the project webpage
- Received 219 responses
- Overall responses:
 - 72% - Improving traffic bottlenecks
 - 61% - Roadway maintenance & repair
 - 49% - Safety improvements for all users

Project Analyses

- Safety Analysis
 - 34% of pedestrian crashes resulted in death or serious injuries
- Freight System Analysis
 - Findings suggest SR-4 is not a major through corridor and freight traffic is sensitive to congestion on I-580
- Arterial Operations Analysis
 - Problematic segments are generally located between SR-242 and Lone Tree Pkwy
- Emerging Technologies Analysis
 - Evaluated 14 technologies that have been deployed by Caltrans or municipalities



Project Screening and Bundling

- Reviewed all relevant existing planning documents and identified relevant projects
 - 79 Documents
 - 87 Projects identified for scoring and TAC review
 - Goal-based scoring criteria
 - 3 Tiers of Prioritized Projects
 - 8 “Bundles” of complementary and supportive projects around Tier 1 projects or issue areas

#	Goal	Weighting
1	Safety	20%
2	Mobility	20%
3	Economic Vitality	10%
4	Social Equity	20%
5	Efficient Land Use	10%
6	Efficiency & Technology	10%
7	Air Quality, Healthy, & Sustainability	10%
	Total	100%

Tier 1 Priority Improvements

Project Name
Hercules Rail Hub
East County Automated Transit Network*
Mobility Hub Strategy
Railroad Avenue Class I trail, Class IV bikeway, Class III bike route, pedestrian enhancements, and small mobility hub on Railroad Ave. and 8th St.
W. Leland Rd./E. Leland Rd. Bike Trail
Express Bus from Brentwood to Antioch (ECITS Alt 4)*
Railroad Ave proposed bus and shuttle routes near SR-4
Delta de Anza Regional Trail Improvements
Schooner Way/Polaris Dr./Power Ave./California Ave. Ped/Bike enhancements
Freeway BRT from Brentwood to Antioch (ECITS Alt 2)*
Countywide Smart Signal Project
Loveridge Road Ped/Bike enhancements
SR-4 Operational Improvements - Initial Phases
I-80/SR-4 bus rapid infrastructure improvements (Hercules-Martinez)
SR-4/I-680 High-Occupancy Vehicle (HOV) Connection and Ramps
DAA Express Lanes Project
Delta de Anza Trail: Willow Pass/Evora Road to North Concord BART
Pittsburg Bay Point Station Pedestrian Bridge Across SR-4
Delta De Anza Trail - Walnut Creek Channel to Bay Point
SR-4 Integrated Corridor Mobility

*future studies to determine which implementation alternatives will advance

Implementation Plan

- Used Tier 1 projects to identify eight (8) project bundles (including 36 total projects)
 - Bundling improved competitiveness of community-supported projects that may increase vehicle miles traveled (VMT)
- Identified 2024 capital costs for all bundled projects
- Identified 19 potential funding programs as priorities for each project
- Organized into Bundle Fact Sheets



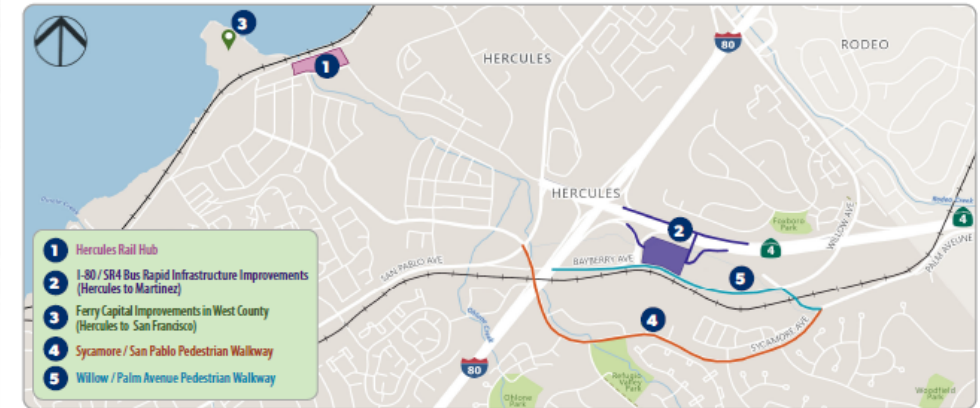
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Hercules Hub Project Bundle

FACT SHEET

Overview

The Hercules Hub Project Bundle is composed of projects that will establish and support a major multimodal transportation hub at the western end of the SR-4 Corridor within the City of Hercules. These improvements will facilitate future connections with passenger rail, bus transit, ferry service, and will be supported by a network of off-first-/last-mile bicycle and pedestrian facilities between the Hercules Rail Hub and the Hercules Transit Center to connect travelers with their local and regional destinations. The Hercules Rail Hub project includes multiple phases with the project cost inclusive of construction of paths and trails, utility relocations, track and signal work, and development surrounding the rail station.



Projects within Bundle

CMCP Project #	Overall Project Ranking	Near-Term Priority	Project Title	2024 Capital Cost
T-11	1	●	Hercules Rail Hub	\$80.7M
T-03	14	●	I-80/SR-4 Bus Rapid Infrastructure Improvements (Hercules to Martinez)	\$41.2-89.1M
T-04	24	●	Ferry Capital Improvements in West County (Hercules to San Francisco)	\$65.9M
A-13	42	●	Sycamore/San Pablo Pedestrian Walkway	\$1.5M
A-12	60	●	Willow/Palm Avenue Pedestrian Walkway	\$1.4M
TOTAL COST:				\$190.7M-238.6M

Buildout of this project bundle will address the following SR-4 Vision goals:



Enhance overall safety



Improve economic vitality



Support efficient land uses



Improve multimodal travel

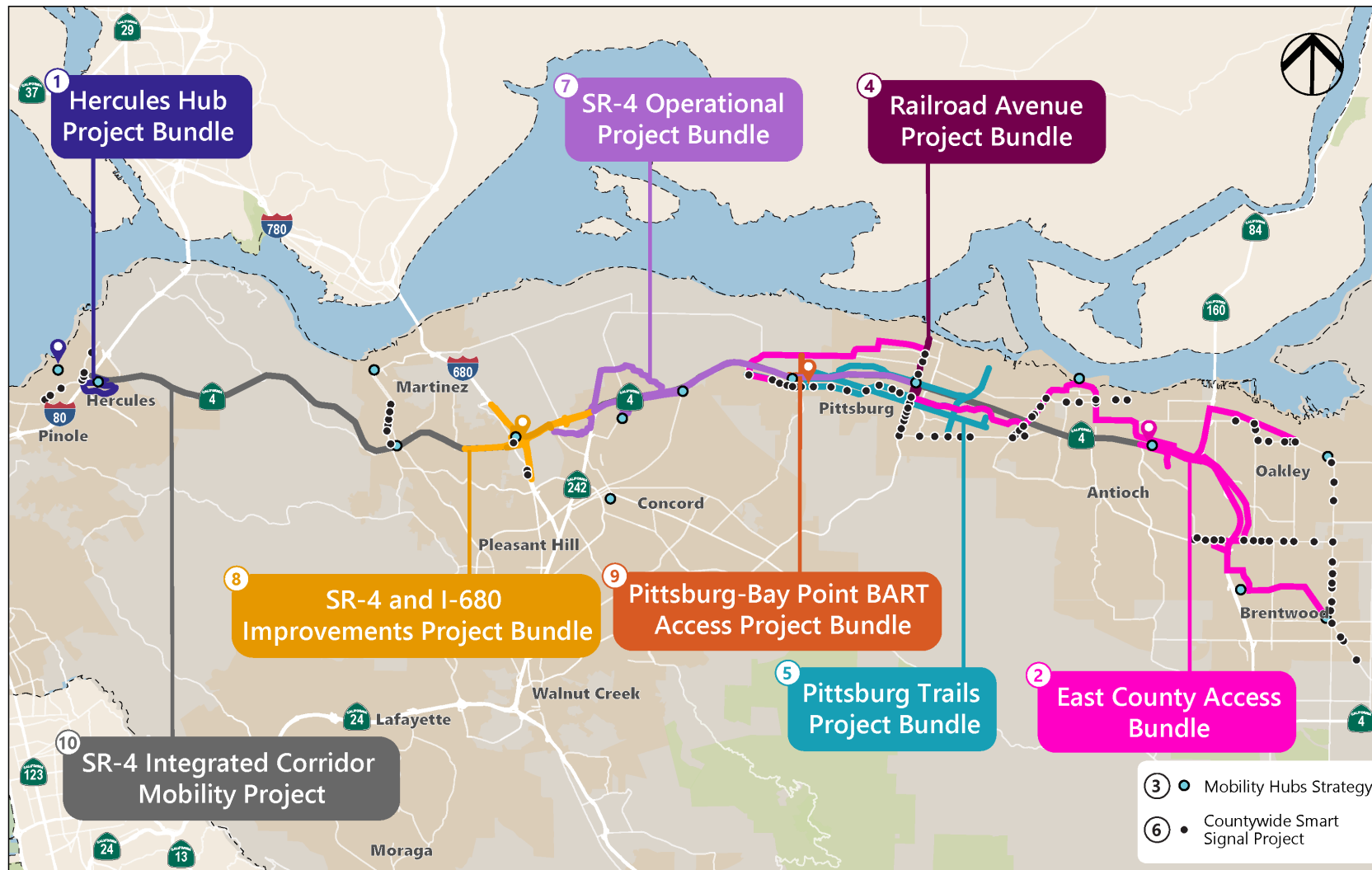


Improve social equity



Improve air quality, health, and sustainability

Corridor Vision Improvements



Next Steps

Presentations to RTPCs and CCTA



Coordinate with Caltrans on CMCP Approval



Work with Corridor Agencies to support Project Funding & Implementation Efforts



Thank you.
Questions?



CONTRA COSTA
**transportation
authority**

SR-4 Vision Study Project Bundle Fact Sheets



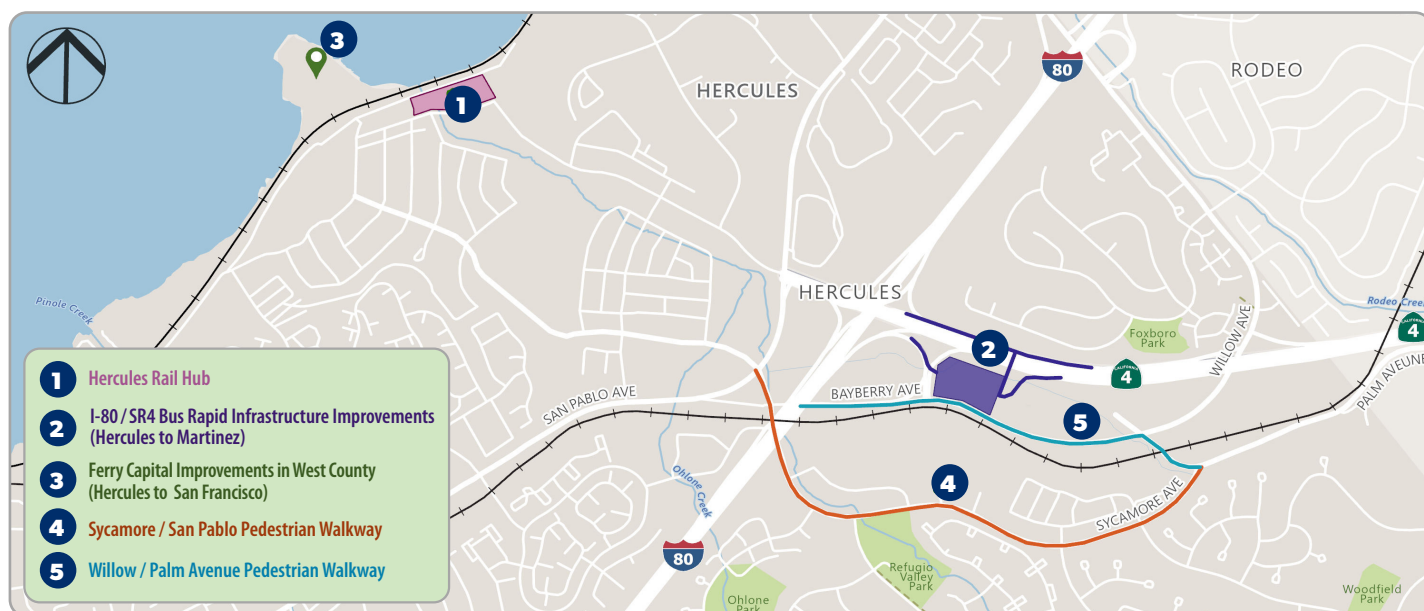
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Improve multimodal travel



Improve social equity



Improve air quality, health, and sustainability



1

Hercules Hub Project Bundle Funding Strategy

FACT SHEET continued

✓ Recommended Grant Programs for Each Project

Available Grant Opportunities				Hercules Hub Project Bundle				
Grant Program	Grant Type	Funding Cycle	Available Funding*	Hercules Rail Hub	180/SR-4 Bus Rapid Infrastructure Improvements (Hercules to Martinez)	Ferry Capital Improvements in West County (Hercules to San Francisco)	Sycamore / San Pablo Pedestrian Walkway	Willow / Palm Avenue Pedestrian Walkway
Rebuilding American Infrastructure with Sustainability and Equity (RAISE)	Federal	Annually	\$1.5 billion	✓				
Multimodal Project Discretionary Grant Program (MPDG)	Federal	Annually	\$5.45 billion	✓				
Reconnecting Communities and Neighborhoods (RCN)	Federal	Annually	\$250 million	✓	✓			
Federal-State Partnership for Intercity Passenger Rail Grant Program (FSP)	Federal	Annually	\$2.283 billion	✓				
All Stations Accessibility Program (ASAP)	Federal	Annually	\$343 million	✓		✓	✓	✓
Energy Efficiency and Conservation Block Grant Program (EECBG)	Federal	Annually	\$8.8 million	✓				
Local Partnership Program (LPP)	State	Bi-Yearly (even no. years)	\$200 million	✓	✓	✓	✓	✓
Solutions for Congested Corridors Program (SCCP)	State	Bi-Yearly (even no. years)	\$500 million	✓	✓		✓	✓
Active Transportation Program (ATP)	State	Annually	\$123 million				✓	✓
One Bay Area Grant (OBAG)	Regional	Multi-Year Cycles: now OBAG 3, 2023-2027	\$750 million	✓	✓		✓	✓
Priority Development Area (PDA) Grants	Regional	2022-2023	\$15 million	✓	✓	✓		
Priority Conservation Area (PCA) Grant	Regional	2024	\$8.5 million				✓	✓

*Grant program available funding amounts are projected based on the last funding cycle as of August 2024.

MEETING DATE: May 23, 2025

TO: West Contra Costa Transportation Commission

FROM: John Nemeth, Executive Director

SUBJECT: Draft Fiscal Year 2026 Work Program, Budget, and Dues

REQUESTED ACTION

Staff requests authorization to circulate the Draft Fiscal Year 2026 Work Program, Budget, and Dues documents to member agencies. Staff will bring the final documents to the Board for adoption at the June 27, 2025, meeting.

BACKGROUND AND DISCUSSION

This staff report includes:

- 1) Fiscal Year 2025 - Highlights and Accomplishments
- 2) Fiscal Year 2025 - Budget Analysis
- 3) Fiscal Year 2026 - Proposed Work Program
- 4) Fiscal Year 2026 - Proposed Budget
- 5) Fiscal Year 2026 - Proposed Dues

FISCAL YEAR 2025 – HIGHLIGHTS AND ACCOMPLISHMENTS

Fiscal Year 2025 was a productive year for WCCTC, marked by several significant accomplishments across planning, staffing, operations, and program delivery.

A major milestone was the **completion of the Richmond Parkway Transportation Plan**, in collaboration with Contra Costa County and the City of Richmond. This plan lays the groundwork for future transportation improvements along this important corridor.

WCCTC also worked alongside CCTA, AC Transit, and the cities of El Cerrito, Richmond, and San Pablo to finalize the scope of work for **Phase 3 of the San Pablo Avenue Multimodal Corridor Study**, setting the stage for the next round of community engagement and concept development.

The working group involving WCCTC, MTC/BART, Caltrans, CCTA, and Richmond culminated in a set of detailed recommendations to **mitigate cut-through traffic in Point Richmond**, stemming from I-580 congestion.

Additionally, staff began developing a **scope for an update of the STMP Nexus Study**, a task required by state law. Essential work on STMP continued behind the scenes, including the development and maintenance of **STMP funding agreements**, responses to fee-related inquiries from local jurisdictions and developers, an evaluation of the impact of state legislation on fee collection, and monitoring fee collection and fund disbursement to ensure effective administration of the program.

In response to a loss of some TFCA funding, historically used to support Transportation Demand Management (TDM) efforts, WCCTC implemented a **leaner staffing model and reduced its cost structure** to maintain operational sustainability.

The agency also continued to promote active transportation and sustainable commuting. Fiscal Year 2025 saw a strong showing on **Bike to Wherever Day**, with a record 13 energizer stations across West County and participation levels returning to pre-pandemic numbers. Additionally, WCCTC transitioned its Secure Your Cycle incentive program—which offers a \$20 BikeLink credit for commuters—from a physical card distribution system to a **streamlined, app-based format**.

On the organizational side, WCCTC welcomed a new **Administrative Assistant, Mia Carrasco**, following the retirement of long-serving staff member Valerie Jenkins. Finally, WCCTC made several key **IT improvements**, including installing a backup power battery for the server, enhancing file backup capabilities through a new cloud service, and conducting ongoing **cybersecurity training for all staff** to strengthen digital safety and resilience.

FISCAL YEAR 2025 – BUDGET ANALYSIS

The budget for WCCTC is divided into four distinct funds, as shown in the bulleted list below:

- WCCTC Operations
- Transportation Demand Management (TDM)
- Subregional Transportation Mitigation Program (STMP)
- Other Reimbursable (Special Projects)

For the current fiscal year, WCCTC's revenues and expenditures in operations are generally in line with budget projections across most categories. However, there are three notable exceptions: one revenue source exceeded expectations, while two expense categories came in significantly under budget.

WCCTC received a substantially higher reimbursement from Caltrans for work on the Richmond Parkway Transportation Plan—approximately \$94,000 compared to the \$30,000 originally budgeted. This reimbursement functions as operational revenue for WCCTC.

On the expenditure side, the agency underspent in the salaries and benefits category. This was primarily due to the retirement of Administrative Assistant Valerie Jenkins, and her replacement, Mia Carrasco, who works on a two-thirds schedule. Additionally, WCCTC did not utilize the full \$15,000 contingency budget, resulting in savings of approximately \$9,400.

In the TDM category, WCCTC experienced a reduction in funding due to changes in the Contra Costa Transportation Authority's (CCTA) policies for allocating Air District TFCA funds. This year, WCCTC received about \$240,000, compared to \$370,000 in Fiscal Year 2024. In response, the agency took several cost-saving measures, including reducing staffing levels from 4.66 to 3.66 full-time equivalents (FTE), scaling back certain TDM services, and reallocating some TDM expenses to the dues-supported Operations category.

STMP (Subregional Transportation Mitigation Program) revenues—derived from development fees—are projected to be \$1.3 million, falling short of the \$2.1 million budgeted. During the year, WCCTC disbursed funds for two Board-approved projects: the San Pablo Avenue Bridge in San Pablo and the San Pablo Avenue Bridge in Pinole.

FISCAL YEAR 2026 – PROPOSED WORK PROGRAM

The Proposed Work Program for Fiscal Year 2026, included in full as Attachment A, outlines key initiatives focused on transportation planning, funding, and program administration in the subregion.

With the **Richmond Parkway Transportation Plan** now complete, staff will shift focus to implementing its recommendations. This includes coordination with CCTA and project partners to pursue Regional Measure 3 (RM3) and other funds, as appropriate.

Another key priority will be advancing **Phase 3 of the San Pablo Avenue Multimodal Corridor Study** in partnership with CCTA, AC Transit, and the cities of El Cerrito, Richmond, and San Pablo. This phase centers on community and business outreach to refine the concepts identified in Phase 2.

Staff will continue to work with CCTA on finalizing the **Countywide Transportation Plan** and will keep the TAC and Board informed about the development of the **Countywide Integrated Transit Plan (ITP)**.

An **update to the 2019 Strategic Transportation Mitigation Program (STMP) and Nexus Study** will be undertaken in the upcoming fiscal year to evaluate fees and eligible projects. There is also likely to be a **STMP Call for Projects** to allocate funds. STMP agreements will be developed or updated as needed.

Program administration of the **Commuter Benefit Program** will continue, including the countywide **Guaranteed Ride Home program** and the subregional **Try Transit, Take 10**, and **Secure Your Cycle** programs.

Staff will also work to **finalize the amendment to the Joint Powers Agreement**. Lastly, subject to Board approval, **on-call consultant support** may be used for STMP administration, grant pursuits, and other program needs.

FISCAL YEAR 2026 – PROPOSED BUDGET

Operations

The proposed Fiscal Year 2026 budget anticipates revenues and expenses to be roughly balanced.

Salaries and benefits are projected to increase by approximately 4.7% compared to current year actuals. This increase is driven by three factors:

1. A proposed 2.7% cost-of-living adjustment (COLA) for Fiscal Year 2026, based on the Bay Area Consumer Price Index (CPI) as of February.
2. A 14% increase (approximately \$13,000) in WCCTC's annual Unfunded Accrued Liability (UAL) payment to CalPERS.
3. A slight reallocation of some personnel expenses from the Transportation Demand Management (TDM) category to the Operations budget.

Most other operational costs—such as office lease payments, financial services from the City of San Pablo, office supplies, and certain professional services—are expected to remain stable or increase slightly based on predetermined adjustments.

On the revenue side, WCCTC will no longer receive Caltrans reimbursement funding for the Richmond Parkway Transportation Plan, as the project has been completed.

Looking ahead, staff and the Board may need to evaluate the future of the Travel Training Program during Fiscal Year 2026, particularly in relation to evolving plans from the Contra Costa Transportation Authority (CCTA). Any expenditures in this area would be offset by corresponding revenue sources, such as Measure J 28b funds or an alternative.

Member dues are proposed to increase modestly by 2.7%, as detailed in the Dues section of this report.

Operating Reserve

WCCTC's policy is to maintain a minimum operating reserve of \$140,000, with the additional goal of avoiding excessive accumulation beyond that level. Based on the proposed Fiscal Year 2026 budget, the reserve balance is projected to be approximately \$223,500—about \$83,500 above the minimum threshold.

While it is appropriate to gradually draw down this surplus by allowing expenses to exceed revenues in future years, staff recommends holding off on doing so immediately. This approach provides a cushion in case WCCTC receives a significantly lower allocation of TFCA funds for TDM than anticipated.

Transportation Demand Management (TDM)

Staff is proposing funding levels for the TDM program in Fiscal Year 2026 that are generally consistent with current-year actuals. This recommendation is based on the expectation that funding from both TFCA and Measure J sources will remain relatively stable. However, the TFCA allocation carries significant uncertainty due to CCTA's changed approach to distributing these funds.

The reduced expenses shown for commute incentives and marketing reflect WCCTC's scaled-down TDM program. Additionally, some costs have been reallocated to the "Program-Related Services" category under Professional Services. Last year, staff considered allocating funds to support CCTA's consultant, AMG, for potential service delivery; however, this assistance ultimately proved unnecessary.

STMP Revenues and Commitments

For Fiscal Year 2026, based on current trends and input from member agency staff, WCCTC anticipates approximately \$1.3 million in new STMP revenue. It's worth noting that recent changes in state legislation could affect the timing of development fee payments, particularly for housing projects, potentially impacting revenue collection.

In the STMP budget worksheet, staff has taken a conservative approach by assuming that all project sponsors with existing STMP funding commitments will request the full disbursement of their funds in Fiscal Year 2026. While this scenario is highly unlikely, it provides a clear and comprehensive view of current funding obligations for the Board's reference.

By the end of the fiscal year, WCCTC is projected to have just under \$4 million in available STMP funds. A new Call for Projects is anticipated during the upcoming year.

As required by law, WCCTC will update the STMP Nexus Study in Fiscal Year 2026. To that end, \$250,000 in STMP funds has been reserved for this effort. Staff is also exploring the reissuance of a Request for Qualifications (RFQ) to establish an on-call consultant bench, which would support a range of tasks—including contract management for STMP funding agreements. A placeholder of \$75,000 has been included in the STMP budget for this potential work, subject to future Board authorization.

Other Reimbursable Activities

With the completion of the Richmond Parkway Transportation Plan, WCCTC will no longer be receiving reimbursements from Caltrans or issuing consultant payments related to the project.

Under the "Other Reimbursable" category, WCCTC will continue to pass through Measure J 21b funds to the John Swett Unified School District for its portion of the Student Bus Pass Program (SBPP), and to the West Contra Costa Unified School District (WCCUSD) for administrative support of the program.

FISCAL YEAR 2026 – PROPOSED DUES

Staff is proposing a 2.7% increase to member agency dues, which is consistent with the recent Bay Area CPI increase for February 2025. In recent years, staff has generally been able to keep annual dues increases at or below the rate of inflation, as shown in the table below.

	FY23	FY24	FY25	FY26
Prior Feb CPI for Bay Area	5.2%	5.3%	2.4%	2.7%
Dues Increase	4.5%	5.0%	2.6%	2.7%*

**proposed*

More detailed information about member agency dues is included in Attachment C.

Attachments:

A: Fiscal Year 2026 Draft Work Program

B: Fiscal Year 2026 Draft Budget

C: Fiscal Year 2026 Draft Member Agency Dues

**WCCTC
FISCAL YEAR 2025-26
DRAFT WORK PROGRAM**

WCCTC's activities can be grouped into the following eight major categories:

- **Measure J Programming of Funds**
- **Planning: Subregional, Countywide, and Regional**
- **Pursuit of Funding Opportunities**
- **Sub-regional Transportation Mitigation Fee Program (STMP)**
- **Transportation Demand Management (TDM) Program**
- **Other Measure J Program Administration**
- **Representation of West County on Formal Bodies; and**
- **General Administration/Operations.**

The numbered activities shown below in **bold** are expected to occupy the greatest amount of staff time.

MEASURE J PROGRAMMING OF FUNDS

Program and monitor West County's Measure J funds in cooperation with CCTA and relevant partners, including:

- a. Transportation for Seniors and People with Disabilities (Measure J 15b, 20b)
- b. Additional Bus Transit Enhancements (Measure J 19b)
- c. Low Income Student Bus Pass Program (Measure J 21b)
- d. Ferry Service (Measure J 22b)
- e. Additional Transportation for Livable Communities (Measure J 25b)
- f. Additional Pedestrian, Bicycle and Trails Facilities (Measure J 26b)
- g. Sub-regional needs (Measure J 28b)

PLANNING: SUBREGIONAL, COUNTYWIDE AND REGIONAL

This program area relates to WCCTC's function as the Regional Transportation Planning Committee (RTPC) for West Contra Costa County under Measure J. It also includes transportation planning efforts resulting from the agency's Joint Powers Agency function. As a Joint Powers Agency, WCCTC may apply for and receive various grants that advance the transportation goals of West Contra Costa and Measure J. WCCTC can also serve as a lead for certain studies or projects. Activities in this program area are mainly funded with annual member agency contributions and, to a smaller extent, Measure J dollars or grant funding. Planning activities include working with MTC, Caltrans, CCTA, and other agencies to promote capital improvements that may benefit West County. This work is accomplished by participating in regional, countywide, sub-regional, and local efforts related to planning,

funding, and delivery of priority transportation projects or services in West County.

SUBREGIONAL PLANNING

1. **Work with CCTA, AC Transit and the cities of El Cerrito, Richmond, and San Pablo to assist and guide the development of Phase 3 of the San Pablo Avenue Multimodal Corridor Study which focuses on outreach to businesses and community members to advance the concepts identified in Phase 2.**
2. **Pursue opportunities to advance the recommendations contained in the Richmond Parkway Transportation Plan.**
3. Continue to work with CCTA, the City of Richmond, and other regional partners to mitigate traffic impacts on local streets in communities adjacent to I-580 and the Richmond-San Rafael Bridge.
4. Advance of recommendations of the West County High-Capacity Transit Study, the West Contra Costa County Express Bus Implementation Plan.
5. Monitor transit-oriented development at both El Cerrito BART Stations and work with BART and the City of El Cerrito on supporting access improvements
6. Explore the creation of a Transportation Management Association (TMA) with El Cerrito, Richmond, and BART.
7. Monitor West County Action Plan compliance by reviewing certain proposed projects, General Plans or Amendments, and work to advance goals, objectives and actions contained in the West County Action Plan.

COUNTYWIDE PLANNING

8. **Work with CCTA on finalizing the Countywide Transportation Plan.**
9. Monitor and keep the TAC and Board informed of the CCTA's development of a Countywide Integrated Transit Plan (ITP).
10. Work with Contra Costa County Public Works on its Vision Zero Technical Advisory Committee.
11. Participate in follow-up activities related to the countywide Accessible Transportation Strategic Plan.

REGIONAL PLANNING

12. Monitor and keep the TAC and Board informed about any potential regional funding measures.

13. Participate in MTC's Bay Bridge Forward initiatives including transit use of the shoulder on I-80, HOV lane policy changes, HOV lane access restrictions and localized transit priority strategies.
14. Participate in MTC's Richmond-San Rafael Bridge Forward initiatives including the reinstallation of an HOV lane on I-580, open road tolling at the westbound bridge entrance, and interchange improvements at Richmond Parkway
15. Continue to monitor and participate, if possible, in MTC, BATA and Caltrans analysis and recommendations for the westbound shoulder of the Richmond-San Rafael Bridge.

PURSUE FUNDING OPPORTUNITIES

This work involves monitoring grant opportunities, informing member agencies, providing letters of support to member agencies, and facilitate prioritization of West County candidate projects for grants. It can also including advocating for transit funding to maintain existing services. Some examples of upcoming grant opportunities include: STIP (State Transportation Improvement Program), which funds a range of capital projects; MTC's Innovative Deployments to Enhance Arterials (IDEA), a technical assistance grant program related to the signal timing of major arterial roadways; Bus Accelerated Infrastructure Delivery (BusAID) grants, and Active Transportation Program (ATP) grants for pedestrian and bicycle improvements

16. **In conjunction with the CCTA and project partners monitor and apply as appropriate for Regional Measure 3 funds for Richmond Parkway project.**
17. **Advocate for the inclusion of planned West County transportation projects in future funding measures (e.g., Bay-Area and County-wide).**
18. **Continue to seek funding to advance and implement the projects recommended in the San Pablo Avenue Multimodal Corridor Study.**
19. Work with the cities of Pinole and San Pablo, CCTA, and other relevant agencies to identify funding to complete bridge projects on San Pablo Avenue in Pinole and San Pablo.
20. Support CCTA's work in to identifying funding to implement the San Pablo Dam Rd interchange
21. Work with CCTA and the City of Richmond to identify funding or address other project development needs for key projects such as the Central Ave. phase 2.
22. Work with Hercules, CCTA, and CCJPA on securing funding for the Hercules Hub, formerly known as the Regional Intermodal Transportation Center, in Hercules.
23. Assist local jurisdictions in the implementation of a low stress bike network in West

County through the identification of funding opportunities.

SUB-REGIONAL TRANSPORTATION MITIGATION FEE PROGRAM (STMP)

WCCTC acts as the trustee for the development impact fees collected by the West County cities and the unincorporated areas of the County. An updated program went into effect on July 1, 2019. Under the updated program, STMP funds are to be used for twenty pre-identified, regionally benefitting capital projects. In the upcoming fiscal year, WCCTC will:

- 24. Begin the legally required update process for the 2019 STMP and Nexus Study, including development of a scope of work, project schedule, RFP process, and consultant selection.**
- 25. Develop funding agreements with project sponsors for any Board-approved funding allocations.**
- 26. Address required program changes necessitated by the change in state law as to when residential development fees are collected.**
27. Collect, administer, and track fees and reporting forms.
28. Provide monitoring reports on revenue collected and status of local reporting.
29. Manage a call for projects based on Board direction and subject to funding availability, and allocate funds to eligible, Board-approved projects.
30. Respond to inquiries from local agencies and members of the public.
31. Review and process appeal and exemption requests.
32. Monitor and update, as needed, the expiration dates of existing STMP funding agreements.

REPRESENT WEST COUNTY ON FORMAL BODIES

Serve on and/or monitor regional, countywide, sub-regional, and local bodies related to planning, funding, and delivery of programs and priority capital projects in West County. This participation can involve Board members, WCCTC staff, and staff from member agencies, depending upon the body.

- CCTA Board
- CCTA Administration and Projects Committee (APC)
- CCTA Planning Committee (PC)
- CCTA Countywide Bicycle and Pedestrian Advisory Committee (CBPAC)
- CCTA Paratransit Coordinating Committee (PCC)

- CCTA Technical Coordinating Committee (TCC)
- CCTA Active Transportation Specific Plan (ATSP) Task Force
- the West County Mobility Management Group
- Senior Mobility Action Council
- Caltrans District 4 Pedestrian Advisory Committee
- Miscellaneous TACs for local, subregional, countywide, and regional planning efforts

TRANSPORTATION DEMAND MANAGEMENT (TDM)

This program promotes transportation alternatives to the single occupant vehicle by encouraging walking, bicycling, transit, carpooling, and vanpooling, and is coordinated with the larger countywide 511 Contra Costa Program. It is funded on a reimbursement basis by Measure J and grants from the Air District.

With changes to CCTA's policies last year the following activities are subject to an application process and therefore involve a degree of uncertainty. They are likely to be funded, however. Additionally, WCCTC may deliver some of these activities in conjunction with CCTA and potentially with the support of CCTA's on-call consultant team.

In the upcoming fiscal year, the TDM program will:

- 33. Manage the Commuter Benefit program, which includes the countywide Guaranteed Ride Home program and the subregional Try Transit, Take 10, and Secure Your Cycle programs.**
34. Manage the Employer-Based Trip Reduction Program, which includes employer outreach and tabling at community events.
35. Co-lead Bike to Wherever Days 2026 with other regional partners.
36. Develop and implement Richmond Ferry promotions aimed at commuters in partnership with WETA
37. Support Local Agency Climate Action plans and efforts that aim to improve access to bicycling, pedestrian facilities, transit, and emerging mobility technology such as shared bicycles and cars, electric bicycles, scooters, and autonomous vehicles.
38. Participate in a planning effort to evaluate transportation needs related to the El Cerrito and Richmond BART Stations.

OTHER MEASURE J PROGRAM ADMINISTRATION

- 39. Administer Measure J Program 21b, which funds the Safe Transportation for Children: Low Income Student Bus Pass Program. This program funds bus passes for West Contra**

Costa Unified School District and a yellow school bus program for John Swett Unified School District.

40. Based on the 2015 Cooperative Agreement, participate with WETA, CCTA and Richmond on the annual review of the Richmond ferry's ridership, service levels, marketing, fare policy, access issues, and capital needs. Keep the TAC and Board informed about Richmond Ferry service considerations.
41. In coordination with CCTA staff, ensure that there is a travel training program in West County, either as a stand-alone effort, as it was previously, or as part of a countywide effort. As before, the program would teach seniors to use fixed route transit (BART, buses, ferry), ADA and non-ADA paratransit, and other mobility services.

GENERAL ADMINISTRATION/OPERATIONS

In the upcoming fiscal year, staff will:

- 42. Manage or participate in meetings of the WCCTC Board and WCCTC TAC.**
- 43. Complete the process of finalizing the amendment to the Joint Powers Agreement.**
- 44. Subject to Board approval, consider making use of on-call consultant support for STMP administrative tasks, the pursuit of grant opportunities, and/or other efforts.**
45. Consider whether changes to the current scheduled days and/or times for WCCTC Board and TAC meetings are needed.
46. Maintain and update content on the agency's website.
47. Further streamline the accounts payable process.
48. Continue digitizing and organizing WCCTC records including funding agreements, resolutions, minutes, and Board and TAC meeting packets.
49. Subject to Board approval, make use of DocuSign as a tool to efficiently gather signatures for funding agreements and contacts.
50. Complete any remaining activities related to the implementation of WCCTC's new "Doing Business As" name: the West Contra Costa Transportation Commission.

**DETAIL: WCCTAC Operations
FY 2025-26 Budget**

Activity	Actual FY 2023-2024	Original FY 2024-2025	Estimated 2024-2025	Proposed 2025-2026	Notes
REVENUES					
34111 Member Contributions	584,874	600,461	600,461	617,060	(a)
36102 Interest - LAIF	(3,789)	-	-	-	
39906 Other - Measure J (20b & 21b)	28,795	33,000	33,000	33,000	(b)
Other - Measure J 28b	17,858	-	-	-	(c)
Caltrans Planning Grant	-	30,000	94,137	-	(d)
TOTAL REVENUES	627,738	663,461	727,598	650,060	
EXPENSES					
Salary, Benefits & Insurance					
41000s Salary & Benefits	526,190	527,125	489,542	512,792	(e)
41911 Liability Insurance	4,639	4,759	4,759	4,800	
Total Salaries, Benefits & Insurance	530,829	531,884	494,301	517,592	
Professional Services					
43600 Professional Services					
Financial - City of San Pablo	21,299	22,000	22,152	22,850	
IT / VOIP phone	10,426	13,500	15,589	15,000	
Audit	16,447	15,500	15,616	16,000	
Attorney Services	16,703	18,000	13,475	17,000	
Accounting Services	7,159	6,000	8,203	8,000	
Other	710	500	470	500	
Total Professional Services	72,744	75,500	75,505	79,350	
Special Department Expenses					
44000 Special Dept. Expense					
Contingency	3,128	15,000	5,535	15,000	(f)
Total Special Department Expenses	3,128	15,000	5,535	15,000	
Training & Mileage					
44320 Training/Mileage	752	2,500	1,701	2,800	
Total Training/Mileage	752	2,500	1,701	2,800	
Office Expenses & Supplies					
43500 Office Supplies	5,793	5,500	5,278	5,500	
43501 Postage	466	1,000	988	1,100	
43520 Printing, Copier Lease	2,762	3,300	4,390	4,500	
43900 Rent/Building	22,230	22,800	22,319	22,800	
Total Office Expense & Supplies	31,251	32,600	32,975	33,900	
TOTAL EXPENSES	638,704	657,484	610,017	648,642	
REVENUES - EXPENSES	(10,966)	5,977	117,581	1,418	

Beginning Fund Balance \$222,082

Ending Fund Balance \$223,500

Reserve - Undesignated \$120,000

Reserve - Accumulated Vacation \$20,000

Available Balance above Reserve \$83,500

Notes:

- (a) FY 25 dues are proposed to be increased by 2.7%.
- (b) A portion of Measure J program funds can be used to cover administrative expenses.
- (c) Measure J28b funds were used for travel training. No spending is expected in FY25-26
- (d) Caltrans grant (Richmond Parkway) can cover some staff time. Receipts were higher than budget estimates.
- (e) Lower FY25 budgeted amount is the result of staffing changes. Includes a 2.7% COLA
- (f) Contingency, per Board Reserve Policy, is a minimum of \$10K.

DETAIL: TDM
FY 2025-26 DRAFT Budget

Activity	Actual 2023-2024	Original 2024-2025	Estimated 2024-2025	Proposed 2025-2026	Note
REVENUES					
33403 Grants	527,172	589,000	480,995	484,537	(a)
36102 Interest - LAIF	-	-	-	-	
TOTAL REVENUES	527,172	589,000	480,995	484,537	
EXPENSES					
Salary, Benefits & Insurance					
41000s Salary & Benefits	331,894	250,634	256,634	264,874	
41911 Liability Insurance	4,750	4,750	4,772	4,800	
Total Salaries, Benefits, and Insurance	336,644	255,384	261,406	269,674	
Professional Services					
43600 Professional Services					
<i>Financial Services</i>	21,299	22,000	22,140	22,300	
<i>IT Services</i>	9,303	6,000	8,920	9,000	
<i>Attorney Services</i>	-	1,000	-	1,000	
<i>Accounting Services</i>	6,482	7,000	7,870	7,500	
<i>Program-related services</i>	4,047	-	9,299	27,200	(b)
<i>Consultant-provided staffing</i>	-	40,000	-	-	(c)
<i>Other</i>	-	-	-	-	
Total Professional Services	41,131	76,000	48,229	67,000	
TDM Program Work					
44000 Program Expenses					
<i>Commute Incentives / Marketing</i>	121,155	219,316	140,362	109,763	(d)
Total TDM Program Work	121,155	219,316	140,362	109,763	
Travel & Training					
44320 Travel/Training/Mileage	1,297	5,000	1,942	4,000	
43300 Memberships/Subscriptions	-	-	375	-	
Total Travel/Training	1,297	5,000	2,317	4,000	
Office Expenses & Supplies					
43500 Office Supplies	1,706	2,500	985	3,500	
43501 TDM Postage	-	3,000	1,024	1,300	
43520 Printing, Copier Lease	3,008	5,000	4,091	6,500	
43900 Rent / Building	22,230	22,800	22,581	22,800	
Total Office Exp & Supplies	26,945	33,300	28,681	34,100	
TOTAL EXPENSES	527,172	589,000	480,995	484,537	
REVENUES - EXPENSES	(0)	-	-	-	

Beginning Fund Balance 0

Ending Fund Balance 0

Notes:

(a) Funds are a combination of Measure J Program 17 and Air District Funds (TFCA)

(b) Some expenses under Commute Incentives are now accounted for Professional Services

(c) Additional consultant support was considered to mitigate the impacts of leaner staffing

(d) Smaller incentive budget is related to the CCTA TDM Policy

DETAIL: STMP
FY 2025-26 DRAFT Budget

Activity	Actual FY 2023-2024	Original FY 2024-2025	Estimated 2024-2025	Proposed FY2025-26	Note
REVENUES					
34310 County STMP Fees	124,718	100,000	27,712	200,000	
34315 El Cerrito STMP Fees	94,242	50,000	241,999	240,000	
34320 Hercules STMP Fees	68,127	50,000	102,468	40,000	
34325 Pinole STMP Fees	128,365	10,000	6,862	-	
34330 Richmond STMP Fees	3,232,955	782,000	456,682	200,000	
34335 San Pablo STMP Fees	62,244	1,071,000	88,895	246,000	
36102 Interest - LAIF	410,584	75,000	347,859	350,000	
TOTAL REVENUES	4,121,235	2,138,000	1,272,477	1,276,000	(a)
EXPENSES					
Salary & Benefits					
41000s Salary & Benefits (STMP Admin)	80,000	85,000	85,000	90,000	
Total Salaries and Benefits	80,000	85,000	85,000	90,000	(b)
Funding of STMP Projects					
43600 Prof. Services					
Legal Services	-	-	4,152	15,000	
Consultant Services for Nexus Study	-	-	-	250,000	(c)
Consultant Services for Agreement Mgmt	-	-	-	75,000	(d)
Total Prof. Services	-	-	4,152	340,000	
44000 Project Funding					
2006 STMP Program:					
San Pablo Ave. Bridge (Pinole)	15,602	1,502,566	2,339	1,500,227	
Cycle 1 2019 STMP Projects:					
Appian Wy Complete St- PE	-	100,000	-	100,000	
Bay Trail: Pinole Pt. to Pt. Wilson	-	500,000	-	500,000	
Richmond Ferry to Bridge	-	241,000	-	241,000	
EC Plaza: Fare gates / Elevator	500,000	500,000	-	-	
Del Norte TOD: Complete Sts.	-	1,039,980	-	1,039,980	
SPA Bridge (City of San Pablo)	\$152,931	668,000	125,678	389,391	
Cycle 2 2019 STMP Program:					
Pinole Tennent Av, Bay Trail	-	645,000	-	645,000	
El Cerrito: Ohlone Grwy. Uptown	-	180,000	-	180,000	
SPA Transit Corridor	-	325,000	-	325,000	
El Cerrito Plaza, East-West Bkwy	-	239,000	-	239,000	
Rodeo to Crockett Bay Trail	-	1,200,000	-	1,200,000	
Richmond: I-80/Central (Ph. 2)	-	1,811,000	-	1,811,000	
Hercules Hub Final Design	7,935	1,404,504	-	1,404,504	
BART: El Cerrito Plaza-Access	-	800,000	-	800,000	
Total Project Funding	676,469	11,156,050	128,017	10,375,101	
TOTAL EXPENSES	756,469	11,241,050	217,169	10,805,101	
REVENUES - EXPENSES	3,364,766	(9,103,050)	1,055,308	(9,529,101)	
Beginning Fund Balance				13,415,923	
Ending Fund Balance				3,886,822	

Notes:

- (a) STMP receipts are forecasted based on local jurisdictions' estimates and past submittals.
- (b) 4% of cumulative STMP revenues can be used for admin, but a max. of \$90K will be used in FY24-25.
- (c) Funding are for the completion of a required, new Nexus Study to update the program.
- (d) Funding are for proposed consultant support for contract management, pending Board approval.

DETAIL: Other Reimbursable (Special Projects)
FY 2025-26 DRAFT Budget

Activity	Actual FY 2023-24	Original FY 2024-25	Estimated FY 2024-2025	Proposed FY 2025-26	Note
REVENUES					
33403 Grants					
36102 Interest - LAIF					
39906 Other Grants					
<i>Student Bus Pass Admin, WCCUSD</i>	75,089	60,000	60,416	75,000	(a)
<i>SBP Admin, WCCUSD 22/23 closeout</i>	-	-	6,950	-	
<i>Student Bus Pass Program - J Swett</i>	42,412	42,000	43,500	45,000	
<i>Misc Travel Training (non salary)</i>	18	-	-	-	
<i>Richmond Prkwy Corridor Study</i>	354,585	371,850	397,086	-	(b)
TOTAL REVENUES	472,104	473,850	507,952	120,000	
EXPENSES					
Special Project Expenses					
43600 Professional Services					
Total Professional Services					
44000 Projects					
<i>Student Bus Pass Admin, WCCUSD</i>	75,089	60,000	60,416	75,000	(a)
<i>SBP Admin, WCCUSD 22/23 closeout</i>	-	-	6,950	-	
<i>Student Bus Pass Program - J Swett</i>	42,412	42,000	43,500	45,000	
<i>Misc Travel Training (non salary)</i>	18	-	-	-	
<i>Richmond Prkwy Corridor Study</i>	318,564	371,850	309,899	-	(b)
Total Special Project Expenses	436,083	473,850	413,815	120,000	
TOTAL EXPENSES	436,083	473,850	413,815	120,000	
REVENUES - EXPENSES	36,020	-	94,137	-	
Beginning Fund Balance				-	
Ending Fund Balance				94,137	(c)

Notes:

- (a) Funds are for program administration. FY 24-25 figure represents an advance and not final total
- (b) Study is complete.
- (c) Balance is related to Richmond Parkway Corridor Study, reimbursement of staff expenses.

SUMMARY OF ALL ACCOUNTS
FY 2025-2026 DRAFT Budget

Activity	Actual FY 2023-24	Original FY 2024-25	Estimated FY 2025-25	Proposed FY 2025-26	Note
REVENUES					
33403 Grants (TDM)	527,172	589,000	480,995	484,537	
34111 Member Contributions	584,874	600,461	600,461	617,060	
343xx STMP Fees	3,710,651	2,063,000	924,618	926,000	
36102 Interest (LAIF)	406,795	75,000	347,859	350,000	
39906 Caltrans Planning Grant	354,585	401,850	491,223	-	
39906 Measure J for Student Bus Pass Program	117,501	102,000	110,866	120,000	
##### Measure J 20b, 21b, 28b for Admin	46,671	33,000	33,000	33,000	
TOTAL REVENUES	5,748,249	3,864,311	2,989,022	2,530,597	
EXPENSES					
Salary, Benefits & Insurance					
41000s Salary & Benefits	938,084	862,759	831,176	867,666	
41911 Liability Insurance	9,389	9,509	9,531	9,600	
Total Salaries, Benefits & Insurance	947,473	872,268	840,707	877,266	
Professional Services					
43600 Professional Services					
<i>Financial Services</i>	42,598	44,000	44,292	45,150	
<i>IT Services</i>	19,729	19,500	24,509	24,000	
<i>Audit</i>	16,447	15,500	15,616	16,000	
<i>Attorney Services</i>	16,703	19,000	17,627	33,000	
<i>Accounting Services</i>	13,641	13,000	16,073	15,500	
<i>Program Related Services (TDM)</i>	4,047	-	9,299	27,200	
<i>Consultant-provided staffing for TDM</i>	-	40,000	-	-	
<i>Consultant services for Nexus Study</i>	-	-	-	250,000	
<i>Consultant services for STMP Admin</i>	-	-	-	75,000	
<i>Other</i>	710	500	470	500	
Total Professional Services	113,875	151,500	127,886	486,350	
Special Expenses (Project / Program Funding)					
44000 Special Dept. Expense					
<i>Incentives / Marketing (TDM)</i>	121,155	219,316	140,362	109,763	
<i>Misc. STMP Project Funding</i>	676,469	11,156,050	128,017	10,375,101	
<i>Student Bus Pass Program - WCCUSD</i>	75,089	60,000	60,416	75,000	
<i>Student Bus Pass Program - J Swett</i>	42,412	42,000	43,500	45,000	
<i>Misc Measure J 28b for Travel Training</i>	18	-	-	-	
<i>Richmond Prkwy Corridor Study</i>	318,564	371,850	309,899	-	
<i>Contingency (WCCTAC Operations)</i>	3,128	15,000	5,535	15,000	
Total Special Expenses	1,236,835	11,864,216	687,729	10,619,864	
Travel & Training					
44320 Travel/Training/Mileage/Mbrshp	2,049	7,500	4,018	6,800	
Total Travel/Training	2,049	7,500	4,018	6,800	
Office Expenses & Supplies					
43500 Office Supplies	7,499	8,000	6,263	9,000	
43501 Postage	466	1,000	988	1,100	
43502 TDM Postage	-	3,000	1,024	1,300	
43520 Printing, Copier Lease	5,770	8,300	8,481	11,000	
43900 Rent/Building	44,460	45,600	44,900	45,600	
Total Office Exp & Supplies	58,196	65,900	61,656	68,000	
TOTAL EXPENSES	2,358,428	12,961,384	1,721,996	12,058,280	
REVENUES - EXPENSES	3,389,821	(9,097,073)	1,267,026	(9,527,683)	

Beginning Fund Balance 14,962,597
Ending Fund Balance 5,434,914

Notes: See notes in the attached detail sheets by account.

DRAFT
FY 26 DUES STRUCTURE

WCCTAC Member Agency	Percent Share	Proposed FY 26 Dues
City of El Cerrito	9.1%	\$57,420
City of Hercules	9.1%	\$57,420
City of Pinole	9.1%	\$57,420
City of Richmond	27.2%	\$172,260
City of San Pablo	9.1%	\$57,420
Contra Costa County	9.1%	\$57,420
AC Transit	9.1%	\$57,420
BART	9.1%	\$57,420
WestCAT	9.1%	\$57,420
<i>discount</i>		<i>(\$14,560)</i>
WestCAT Subtotal		\$42,860
Total	100.0%	\$617,060

**WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE
(dba WEST CONTRA COSTA TRANSPORTATION COMMISSION)**

RESOLUTION NO. 24-06

**SUPPORTING STATE AND REGIONAL FUNDING FOR BAY AREA
PUBLIC TRANSIT**

WHEREAS, the residents and economy of West Contra Costa County depend on public transit, particularly BART, WestCAT, AC Transit, San Francisco Bay Ferry, and East Bay Paratransit; and

WHEREAS, our communities are at risk of losing public transit service and suffering fare increases, as a result of the expiration of federal operations funds for transit systems; and

WHEREAS, reliable, frequent, affordable, safe and sustainable public transit is essential to the mobility needs of many in our community, including youth, elders, disabled people and those who do not have drivers' licenses as well as those who simply cannot afford to own and drive an automobile; and

WHEREAS, transit service is fundamental to access for affordable housing and cuts to service combined with increased fare costs impede development of new affordable housing, and

WHEREAS, cutting service threatens our efforts to reduce greenhouse gas emissions, while increasing traffic congestion and costs for cash-strapped households; and

WHEREAS, major cuts to public transit would cause massive ripple effects for our local economy. Without good quality public transit, fewer customers and employees will be able to access businesses and thousands of low income people will lose their only transportation option; and

WHEREAS, there are 800,000 jobs within a 15-minute walk to a BART station and major cuts to public transit could cause traffic on the Bay Bridge to increase by 72% and cause commutes for key routes connecting the East Bay to San Francisco to increase by up to 10 hours per week; and

WHEREAS, California, as a state, has been underfunding transit operations relative to many other states for decades. In 2019, transit agencies in the Bay Area received, on average, less than 16 percent of their operating funding from the state, compared to 21 percent state funding in Chicago, 30 percent in New York City, 44 percent in Boston, and 50 percent in Philadelphia; and

WHEREAS, BART experienced ridership of over 50 million in calendar year 2024, AC Transit experienced ridership of nearly 40 million for fiscal year 2024, and the Richmond Ferry route experienced 20% annual growth in in calendar year 2024; and

WHEREAS, BART is facing a budget shortfall of \$385M and AC Transit is facing a shortfall of \$60 million annually, and both agencies will face drastic service cuts by 2027; and

WHEREAS, State Senator Arreguín, together with Assemblymember Gonzalez, has submitted a budget request to increase public transit funding by \$2 billion in the next fiscal year; and

WHEREAS, a bill to authorize a multi-county transit ballot measure, SB 63 (Wiener, Arreguín), has been introduced in the state Legislature this year; and

WHEREAS, in order to generate the needed funding on the timeline needed to avert service cuts, that bill must be signed this year, and a measure brought to the voters no later than November 2026.

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Commissioners of the West Contra Costa Transportation Commission support the vision shared by rider, climate and labor groups of a measure that (1) provides enough funding to preserve and increase transit service levels across the region and distributes the funds equitably and (2) prioritizes funding for transit operations, and does not increase carbon emissions.

BE IT FURTHER RESOLVED, that the Commissioners of the West Contra Costa Transportation Commission urge Senator Jesse Arreguin and Assemblymember Buffy Wicks to champion a bill that achieves that vision in the Legislature this year.

BE IT FINALLY RESOLVED, that the Commissioners of the West Contra Costa Transportation Commission urge Assemblymember Wicks, Senator Arreguín, and their colleagues, as well as Governor Newsom, to support the current \$2 billion budget request and further budget actions that significantly increase the state's support for transit operating needs on a sustainable basis.

The foregoing Resolution was adopted by the WCCTAC Board at a regular meeting on May 23, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Cameron Sasai, Chair

Attest:

John Nemeth, Executive Director

Approved as to Form:

Kristopher J. Kokotaylo, General Counsel

April 1, 2025

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

RE: March 28, 2025, WCCTC Meeting Summary

Dear Tim:

The WCCTC Board, at its meeting on March 28, 2025, did not have a quorum but heard informational about the following items:

1. CCTA's Countywide Emergency Evacuation Plan.
2. The San Pablo Avenue Multimodal Corridor Study, Phase 3: Draft Scope of Work.
3. MTC's Regional Mapping and Wayfinding Project.

Sincerely,



John Nemeth
Executive Director

cc: Tarien Grover, CCTA



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)
ATSP: Accessible Transportation Strategic Plan
ATP: Active Transportation Program
AV: Autonomous Vehicle
BAAQMD: Bay Area Air Quality Management District
BATA: Bay Area Toll Authority
BCDC: Bay Conservation and Development Commission
Caltrans: California Department of Transportation
CBTP: Community Based Transportation Plan
CCTA: Contra Costa Transportation Authority
CEQA: California Environmental Quality Act
CIL: Center for Independent Living
CMAAs: 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
DAA: Design Alternatives Assessment
DEIR: Draft Environmental Impact Report
EBRPD: East Bay Regional Park District
EIR: Environmental Impact Report
EIS: Environmental Impact Statement
EPCs: Equity Priority Communities
EVp: Emergency Vehicle Preemption (traffic signals)
FHWA: Federal Highway Administration
FTA: Federal Transit Administration
FY: Fiscal Year
HOV: High Occupancy Vehicle Lane
ICM: Integrated Corridor Mobility
ITS: Intelligent Transportation System
LOS: Level of Service (traffic)
MOU: Memorandum of Understanding
MPO: Metropolitan Planning Organization

MTC: Metropolitan Transportation Commission
NEPA: National Environmental Policy Act
O&M: Operations and Maintenance
OBAG: One Bay Area Grant
PAC: Policy Advisory Committee
PASS: Program for Arterial System Synchronization
PBTF: Pedestrian, Bicycle and Trail Facilities
PC: Planning Committee (CCTA)
PCC: Paratransit Coordinating Committee (CCTA)
PDA: Priority Development Areas
PSR: Project Study Report (Caltrans)
RHNA: Regional Housing Needs Allocation (ABAG)
RPTC: Richmond Parkway Transit Center
RTIP: Regional Transportation Improvement Program
RTO: Regional Transportation Objective
RTP: Regional Transportation Plan
RTPC: Regional Transportation Planning Committee
SCS: Sustainable Communities Strategy
SHPO: State Historic and Preservation Officer
SOV: Single Occupant Vehicle
STA: State Transit Assistance
STIP: State Transportation Improvement Program
STMP: Subregional Transportation Mitigation 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
WCCTC: West Contra Costa Transportation Commission
WETA: Water Emergency Transportation Authority