



El Cerrito

Hercules

Pinole

Richmond

San Pablo

Contra Costa  
County

AC Transit

BART

WestCAT

## BOARD OF DIRECTORS MEETING NOTICE AND AGENDA

**DATE & TIME:** Friday, July 25, 2014, 7:45 a.m. - 9:45 a.m.

**LOCATION:** City of San Pablo, Council Chambers  
13831 San Pablo Avenue (at Church Lane)  
San Pablo, California (Accessible by AC Transit #72 and #72R)

1. **Call to Order and Self-Introductions – Chair Janet Abelson**
2. **Public Comment.** The public is welcome to address the Board on any item that is not listed on the agenda. *Please fill out a speaker card and hand it to staff.*

### **CONSENT CALENDAR**

3. **Minutes of June 27, 2014 Board Meeting.** (Attachment – Recommended Action: *APPROVE*)
4. **Monthly Update on WCCTAC Activities.** (Attachment – Recommended Action: *RECEIVE*)
5. **Financial Report for June 2014.** The report shows the Agency's revenues and expenses for June 2014. (Attachment – Recommended Action: *RECEIVE*)
6. **Payment of Invoices over \$10,000.** In accordance with the WCCTAC Joint Powers Agreement, Section 12, Paragraph (C), notice is hereby provided that the Executive Director has authorized a payment to the Bay Area Rapid Transit District (BART) in the amount of \$7,313.12 for Richmond BART Station intermodal area improvements, out of STMP funds.
7. **Amended Services Agreement with the City of San Pablo**  
The attached agreement amends the current services agreement with the City of San Pablo. Under the new agreement, the City would provide financial services but not IT services. WCCTAC staff will continue to explore the possibility of other contracting options for financial services over the long term.  
(Attachment – Recommended Action: *APPROVE*)

## **REGULAR AGENDA ITEMS**

### **8. Supplemental West County Public Outreach**

The WCCTAC Board directed staff to develop a draft survey questionnaire in cooperation with EMC Research. Staff and consultant will present this draft for Board review, comment, and possible approval. Staff is also requesting Board direction on the timing of the survey, as well as Board approval a Professional Services Agreement with EMC Research. *(EMC Research Staff; Attachment – Recommended Action: APPROVE Services Agreement and provide direction on survey timing and questionnaire)*

### **9. Measure J Subregional Needs Funds (Program 28b) – Possible Uses.**

Similar to the commitment of funds for public outreach, staff is recommending a commitment of funds for the High Capacity Transit Investment Study and is seeking direction on the amount to set aside. The WCCTAC Board also expressed interest in the possibility of using a portion these funds as a return-to-source. Staff is seeking direction on the amount of funds to be used for this purpose and the preferred allocation formula. Options are provided. *(John Nemeth; Attachment – Recommended Action: APPROVE the amount of funds to set-aside for the High Capacity Transit Investment Study, APPROVE the amount of funds for a return-to-source, along with an allocation formula)*

### **10. Draft Countywide Transportation Plan (CTP) Update**

The CCTA Board recently authorized the release of the 2014 Countywide Transportation Plan (CTP). Comments on the Plan are due by September 30, 2014. CCTA staff will provide an overview of the CTP and will discuss the next steps for the Plan, including community outreach efforts. *(CCTA Staff; Attachment – Recommended Action: RECEIVE)*

### **11. TDM Program Update**

WCCTAC staff will provide an overview of the Transportation Demand Management (TDM) program activities for FY 14-15. *(Danelle Carey, WCCTAC; No Attachment – Recommended Action: RECEIVE)*

## **STANDING ITEMS**

### **12. Other Information**

- a. Letter to CCTA Executive Director with June 27, 2014 Summary of Board Actions
- b. Acronym List

**13. Board and Staff Comments**

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

**14. Other Business**

- 15. Adjourn.** Next meeting is: Friday, September 26, 2014 at **8:00 a.m.**  
in the ***El Cerrito City Hall Council Chambers***, located at  
10890 San Pablo Avenue, El Cerrito
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- In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in the WCCTAC Board meeting, or if you need a copy of the agenda and/or agenda packet materials in an alternative format, please contact Valerie Jenkins at 510.215.3217 prior to the meeting.
- If you have special transportation requirements and would like to attend the meeting, please call the phone number above at least 48 hours in advance to make arrangements.
- Handouts provided at the meeting are available upon request and may also be viewed at WCCTAC's offices.
- Please refrain from wearing scented products to the meeting, as there may be attendees susceptible to environmental illnesses. Please also put cellular phones on silent mode during the meeting.
- A meeting sign-in sheet will be circulated at the meeting. Sign-in is optional.

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**West Contra Costa Transportation Advisory Committee  
Board of Directors Meeting  
Meeting Minutes: June 27, 2014**

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**Members Present:** Janet Abelson, *Chair* (El Cerrito); Tom Butt, *Vice-Chair* (Richmond); Sherry McCoy (Hercules); Joe Wallace (AC Transit); Cecilia Valdez (San Pablo); Zakhary Mallett (BART); Courtland Boozé (Richmond); Gayle McLaughlin (Richmond); Aleida Andriono-Chavez (WestCAT)

**Staff Present:** John Nemeth; Joanna Pallock; Danelle Carey; Valerie Jenkins; Ben Reyes-Legal Counsel

**Location:** San Pablo Council Chambers, 13831 San Pablo Avenue, San Pablo, CA 94806

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**1. Call to Order and Self-Introductions – Chair Janet Abelson**

**2. Public Comment.** None

**Consent Calendar**

**ACTION:** *Director Mallett* motioned to ADOPT the Consent Calendar. Seconded by *Directors McCoy and Wallace*. Passed unanimously.

- 3. Minutes of May 30, 2014 Board Meeting.**
- 4. Monthly Update on WCCTAC Activities.**
- 5. Financial Report.**
- 6. Payment of Invoices over \$10,000.**
- 7. Administrative Clerk Reclassification.**
- 8. AC Transit and WestCAT FY 14/15 Claims for Measure J Additional Bus Service Enhancements (Program 19b).**

**Regular Agenda Items**

**9. Final FY 2015 Agency Work Program, Budget, and Dues.**

**ACTION:** *Director Swearingen* motioned to accept the FY 2015 Agency Work Program, Budget and Dues; Seconded by *Director Wallace*, passed unanimously.

**DISCUSSION:** *Director Boozé* stated that he understood that WestCAT was having financial difficulties but felt that their dues should be the same as other members.

*Director Swearingen* expressed support for WestCAT's mission and also expressed sympathy for their budgetary constraints.

*Chair Abelson* asked for clarification as to why WestCAT has been receiving a dues discount.

ED Nemeth stated that WCCTAC paid for traffic monitoring on behalf of local jurisdictions as part of the Smart Corridors project for San Pablo Avenue. WestCAT's contribution to the project was to purchase an automatic vehicle location system (AVL), which they paid for themselves. He explained that in light of these costs, the Board gave a dues discount to WestCAT, which has continued up to the present.

*Chair Abelson* stated that she thought that the expenses for the Smart Corridor effort were complete.

*Ed Nemeth* replied that the Chair was correct. He noted, however, that WestCAT continues to pay maintenance fees for the system.

*Chair Abelson* asked if AC Transit was paying for the maintenance of its own AVL equipment.

*Director Wallace* responded that AC Transit does pay for the maintenance of their AVL equipment, but they have more funding sources.

*Chair Abelson* stated that AC Transit is paying for the same thing WestCAT is paying for. She also stated that she recalled that the reason that WestCAT received a discount is because they were small and could not afford regular dues.

*Rob Thompson* of WestCAT stated his understanding was the WestCAT's original discount was related to the Smart Corridors effort.

*Director Wallace* stated that if WestCAT needed a dues discount, they should receive it.

*Chair Abelson* stated that was her position as well.

*Director Swearingen* expressed his concern about the amount of budget allocated to consultants. He stated that he would like to see a breakdown of the items listed under "Consultants", some of which he will keep a close eye on.

## **10. Proposed Use of CBTP Funds for County Complete Streets Effort.**

**ACTION:** *Director Wallace* motioned to approve use of CBTP funds for use with the County Public Works Complete Streets PDA grant; Seconded by *Director McCoy*, passed unanimously.

**DISCUSSION:** *Director Boozé* wanted to know if the bike lanes were being eliminated on San Pablo Ave because the City of Richmond is concerned with traffic backup. He also asked if the lanes or sidewalks would be narrowed down.

*ED Nemeth* stated that San Pablo Avenue from Rodeo to Crockett is currently a four lane road with no sidewalks. The County is proposing to take a look at the four lanes to see if it makes sense to change it to three lanes with a turning lane in order to make room for sidewalks and/or a bike path.

*Director Chavez* stated that with a Complete Streets effort, all the users needs are considered, including vehicles lanes, bicycle lanes, pedestrians.

*Jamar Stamps* - (representing Contra Costa County) thanked *ED Nemeth* for considering the use of CBTP funds for the County's project and for putting this item on the WCCTAC agenda. He also clarified the study area and noted that it includes an area near Parker Avenue and San Pablo Avenue that lacks sidewalks that will be investigated as well.

## **11. Measure J Subregional Needs Funds (Program 28b) – Update and Possible Uses.**

**ACTION:** *Director McLaughlin* motioned to have staff bring back options to the Board on uses of 28b funds; including options on how much money can be allocated; whether all dues paying members should be eligible; what the criteria is for using these funds; specific allocations for funding of polling efforts and a High Capacity Transit Study. The motion also included un-encumbering money from the WCCTIS study. Seconded by *Director Mallet*; passed unanimously.

**DISCUSSION:** *Director McCoy* wanted to know if this item required 'Action' or just staff direction.

*ED Nemeth* responded that there was not a need to make a decision today on whether 28b funds should be used for the High Capacity Transit Study, polling, or as a return-to-source. However, he suggested that if the Board wants to create a return-to-source concept, staff would provide the Board with more detailed options in July.

*Chair Abelson* said the intent of this item is to understand the different ways 28b funds could be used so that we can have a clear picture going forward.

*Director Boozé* stated that he would like *ED Nemeth* to consider the use of funds for Richmond to use for senior and disabled who do not have cars.

*Director Mallett* said that he had heard skepticism from colleagues about how much money was available in the 28b fund. *ED Nemeth* responded confirmed that \$800-\$900k is available now.

*Director Mallett* shared that BART has approved a \$300k contribution to the High Capacity Transit Study, assuming other funds are secured from other sources.

*Director Swearingen* agreed with *ED Nemeth's* proposal to drop WCCTIS because it is vague. He stated that he would support using some of the 28b funds for a return-to-source, since monies received under Program 11 (Local Streets Maintenance and Improvements) are not sufficient to address local needs.

*Director McCoy* stated a preference for WCCTAC to leave a broad definition of uses for the 28b funds for cities to use as they needed.

*Director Valdez* also agreed with *Director McCoy* that cities should have broad latitude in how the funds would be used.

*ED Nemeth* stated that his recommendation would be for the Board to direct him to unencumber the WCCTIS funds. Secondly, he recommended coming back next month with options for allocating funds to members. He noted that these options would assume the setting aside of some 28b funds for the public outreach (polling) work and for a High Capacity Transit Study.

*Lori Reese-Brown - City of Richmond* thanked *ED Nemeth* for bringing this item forward for allowing the Board to consider this use of these funds. She stated she had spoken to *ED Nemeth* in the past about possible uses 28b funds and that the City of Richmond would like to use some of these funds for paratransit services in the city.

## **12. Proposed Options for West County Public Outreach**

**ACTION:** *Director McCoy* motioned to adopt Option 3 and for *ED Nemeth* to come back to July Board Meeting with a draft of questionnaire (in English and Spanish) for Board review. *Director Chavez* seconded; *Director Swearingen* voted "no" on Option 3; motioned passed.

**DISCUSSION:** *ED Nemeth* gave an overview on this item and laid out three possible options that had been developed with the consultants. *Ms. Ruth Bernstein*, the consultant from EMC, answered questions.

*Director Mallett* directed *Ms Bernstein* to page 2 and asked what the sample size needed for a sub-group to have an optimal margin of error.

*Ms. Bernstein* replied that there is no perfect margin of error.

*Director Mallett* stated that there's some interest in having a more solid confidence in all the sub-groups. *Ms. Bernstein* stated that if the Board is interested in a specific sub-group, they would need to conduct 80-100 interviews.

*Director Valdez* expressed her desire to have a sub-group for seniors and Hispanics

*Ms. Bernstein* stated that they would make sure the voter population matched the voter demographics.

*Director Valdez* stated that she was also concerned about the non-voters.

*Ms. Bernstein* explained that if Option 3 were chosen, they would be doing outreach to make sure they contacted the non-voters as well. She said that about half of the adult population in the region was not registered to vote. EMC would propose mailing out bilingual post cards to non-voters inviting them to take the survey and then have an automated call to remind them to take the survey.

*Director Swearingen* stated his concerns about surveying individuals who are not registered voters.

*Chair Abelson* stated that the reason survey work had been done for CCTA by EMC Research was to determine what voters were interested in, possibly as a prelude to a new Expenditure Plan.

*Director McCoy* agreed with *Chair Abelson* and *Directors Swearingen* and *Valdez*, however, she stated that the information from the survey is valuable for planning purposes. She stated that the Board should be mindful of the transportation needs of non-voters as well.

*Director Boozé* asked if this survey was being done in preparation for a future tax measure.

*ED Nemeth* stated that the Authority has been contemplating a sales tax measure for 2016. He stated that understanding voter preferences in West County could therefore be a benefit of the survey.

*Director Boozé* raised caution about the willingness of residents to support a new tax measure, but agreed with the idea of polling people who are non-registered voters.

*Director McCoy* asked whether Option 3 would provide the same information as Option 1. *Ms. Bernstein* replied yes, that Option 3 would yield the same information as Option 1, with the additional opinions of non-voters.

*Chair Abelson* added that she saw things in the Countywide polling that were of concern to her and that the needs of West County should be looked at closer. She agreed that it was useful to find out the needs are of people in West County, including non-voters.

*Director Mallett* stated that EMC needs to ensure that enough voters are included for the survey to be relevant, given that a future sales tax may be a key consideration for the survey work. He also noted that ultimately, its countywide data that is most accurate for determining what voters will support since any tax measure would be countywide.

*Director McCoy* agreed with *Director Swearingen* about the cost concerns and *Director Mallett* about the countywide perspective, but felt that this survey would give WCCTAC useful information, both for input into a possible sales tax measure and for a more general understanding about needs in West County. She stated she supported Option 3.

*Director Boozé* stated that he deals with a lot of people who have come out of prison and are non-voters but use public transportation to get around. He is deeply concerned about the transportation needs of seniors.

*Sam Casa* asked if this survey would include non-voters who did not live in West County but worked in West County. He also expressed an interest in understanding the opinions of veterans, the disabled and low income individuals.

*Director Mallett* commented that he supported the motion because it could bring useful information to WCCTAC. However, he cautioned that the survey might not be as useful in determining what will be required for a countywide sale tax measure to pass.

### **13. WCCTAC Board Meeting Location**

**ACTION:** *Director McCoy* motioned to hold WCCTAC Board meeting in El Cerrito, with a start time of 8:00am. Seconded by *Director McLaughlin*; *Director Boozé* voted no; motion passed.

**DISCUSSION:** *Director Boozé* asked *ED Nemeth* if he had spoken with the Richmond City Manager about the use of the Richmond City Council Chambers being used for the WCCTAC Board meeting.

*ED Nemeth* stated he had not.

*Chair Abelson* asked *Director Boozé* to consider travel for people who do not drive, citing that the Richmond location is on a BART spur and it takes more time to get there.

*Director McCoy* agreed that getting to the Richmond location would be more challenging; she did not see anything wrong with reaching out to the Richmond City Manager for a response; if meeting were to relocate to El Cerrito, she would like the meeting time changed to 8:00 a.m.

*Director Valdez* stated that this was issue discussed previously and she supports using the El Cerrito location.

*Director McLaughlin* stated that Richmond would not be available on Fridays because of a meeting that takes place in the morning although she was not sure if it's held the same Friday as the WCCTAC Board meeting. She also expressed support for the El Cerrito location with an 8:00 a.m. start time.

*Director Boozé* stated he would still like to hear from the Richmond City Manager about using their space.

#### **STANDING ITEMS**

**14. Other Information**

- a. Acronym List
- b. Letter to CCTA Executive Director with May 30, 2014 Summary of Board Actions

**15. Board and Staff Comments - None**

**16. Other Business**

**17. Adjourn**

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**TO:** WCCTAC Board

**DATE:** July 25, 2014

**FR:** John Nemeth, Executive Director

**RE:** Monthly Update on WCCTAC Activities

### **Advisory Committee:**

#### **I- 80 Integrated Corridor Mobility (ICM) Project**

The electronic gantry signs that will be mounted along the freeway are expected to be installed starting the first week of August. Altogether there are 11 gantry signs that will be installed between Cutting Blvd. (which will be first) and Powell Street on I-80. The installation process will continue through October and will result in some lane closures on the freeway between 1:00 a.m. and 3:00 a.m. Caltrans is beginning public education and outreach efforts, through media events, the establishment of an updated project website, and a hotline for inquiries. WCCTAC staff is arranging for the Board to receive an update on the project in September.



#### **Countywide Transportation Plan Update**

The Contra Costa Transportation Authority (CCTA) Board authorized the public release of the draft Countywide Transportation Plan (CTP) for review after August 1<sup>st</sup>. This document incorporates the Action Plans from each RTPC as well as the Comprehensive Transportation Project List (CTPL), an unconstrained list of desired projects and programs. The Authority is seeking to conduct a public workshop in each of the four sub-regions in August and September to solicit public input. CCTA staff will provide an overview and update on the CTP at the July 25<sup>th</sup> WCCTAC Board meeting.

#### **Bay Area Goods Movement Collaborative**

Representatives from MTC (and their consultants) attended the WCCTAC-TAC meeting on July 10<sup>th</sup> to discuss the Bay Area Goods Movement Collaborative. The goal of this effort is to conduct outreach for the development of both an Alameda Goods Movement Plan and MTC's

Regional Goods Movement Plan. WCCTAC staff expressed to MTC that there is a strong desire locally for a funding source to implement railroad Quiet Zone improvements. Staff also passed along a copy of our recent Train Horn Noise Resolution. MTC staff stated that they are contemplating the idea of an “ombudsman” to help local jurisdictions communicate or negotiate with railroad interests. Other TAC attendees expressed local concerns about the air quality impacts of goods movement, safety issues related to train movements, and the impacts of long freight trains on emergency responders. Representatives of the Goods Movement Collaborative have given a presentation the CCTA Board and are expected to provide an overview to the WCCTAC Board in the fall.

### **El Portal / San Pablo Dam Road Interchange Project**



In preparation for future improvements to the San Pablo Dam Road Interchange at I-80, El Portal Drive in San Pablo is temporarily closed to allow for the relocation of underground utilities.

The roadway closure began on Monday, June 23<sup>rd</sup>, 2014, and is anticipated to continue into August 2014. The closure on El Portal Drive is between Glenlock Street and the entrance ramp to westbound I-80 (towards San Francisco), near the Shell Gas Station. Access to/from Glenlock Street from/to El Portal Drive and all entrance and exit ramps will remain open at all times during construction. The sidewalk on El Portal Drive within the road closure segment is open, except as needed, when construction activities require temporary closure for public safety. Detour signs are posted to inform drivers of alternative routes.

More information about the project can be found at:

<http://www.ccta.net/projects/project/38>.

The project hotline’s number is (510) 277-0444.

### **Ferry Planning – Richmond and Hercules**

WCCTAC is currently working with the cities of Hercules and Richmond to discuss a variety of issues surrounding funding for ferry services in West County. WETA staff recently provided its Board with an overview of the study of potential Contra Costa ferry services produced by CCTA, entitled, *Ferry Feasibility of Contra Costa County Ferry Service 2015-2024*. On July 15<sup>th</sup>, WETA also used a high-speed catamaran to make a run from the San Francisco Ferry terminal to the Ford Peninsula in Richmond to test travel times.

### **High Capacity Transit Investment Study**

WCCTAC is working with BART staff and other West County operators to finalize a draft scope for the study. In addition, staff is pursuing additional funding sources and giving consideration to study organization and management. For the July 25<sup>th</sup> WCCTAC Board meeting, staff is recommending that the Board set aside Measure J (Program 28b) funds for the study, and also determine the amount to be set aside.

## **Transportation Demand Management (TDM):**

### **Pass2Class Student Transit Ticket Program**

The WCCTAC/511 Contra Costa staff partnered with West CAT to pilot a student bus pass program for the fall 2014 school year. Transit passes will be provided to students to encourage an alternative to driving (or being driven) to school. Staff is currently working on marketing materials that will be delivered to all schools serving grades 1-12 in the WestCAT service area. Schools will be the main resource for marketing. However, staff will distribute passes directly to households.

Pass2Class applications will be available online at the 511 Contra Costa website ([www.511contracosta.org](http://www.511contracosta.org)) from August 4<sup>th</sup> - October 6<sup>th</sup>. Transit passes are available while supplies last. Bus schedules will also be provided to students upon request.

### **2014 ACT National Conference**

WCCTAC has been invited to present at the 2014 International Association for Commuter Transportation (ACT) Conference which will take place in San Francisco, CA from August 2-6<sup>th</sup>. The topic of the session is ***TDM Programs and How to Make Them Perform***. Participants will discuss best practices, challenges, and lessons learned from TDM program activities. We expect to reach several hundred employers at the conference. Staff has coordinated with the TDM staff of other RTPCs to deliver an informative presentation.

## **Sub-regional Transportation Mitigation Development Funds (STMP):**

### **Richmond BART Intermodal**

In June 2014, WCCTAC contributed \$7,313 in STMP funds to BART for work related to the redesign of the Richmond BART Station intermodal area. STMP payments for this phase of improvements are part of a 2010 cooperative funding agreement with BART (which was extended in 2013). WCCTAC committed up to \$186,200 toward the implementation of this project. Construction is expected to begin in August, 2014 and wrap-up in March, 2015.

## **Administration:**

### **New Office Space**

In June, WCCTAC's Board Chair signed a lease for office space at 6333 Potrero Avenue in El Cerrito, adjacent to San Pablo Avenue and near Del Norte BART. The lease will officially start on August 1<sup>st</sup>, the same date that staff expects to move into the building. WCCTAC has also notified the City of San Pablo of our desire to end our lease agreement with the City.

Staff has engaged Forte Systems, Inc. (a Richmond-based firm) to assist with IT installation in the new space. Staff are also preparing for new equipment and services, such as: furniture, movers, janitorial services, and activation of security alarms. Staff is preparing to notify all interested parties about our upcoming change of address, phone numbers and email addresses.

### **Service Agreement with City of San Pablo**

WCCTAC currently pays the City of San Pablo for both IT and financial services. WCCTAC staff recently worked with City staff to modify the Services Agreement to remove IT services, given that WCCTAC is moving out of the City of San Pablo offices. The amended agreement is going before the San Pablo City Council for approval on July 21<sup>st</sup> and is also on the July 25<sup>th</sup> WCCTAC Board agenda.

### **Project Manager position**

Staff is preparing to advertise for the vacant Project Manager position at the end of July and aims to have a new hire on board by the beginning of October. When this position is filled, WCCTAC will be fully staffed.

City of San Pablo  
7700. WCCTAC Operations Division  
Account Details  
As of Fiscal 2014 - June

Account	Current Period Actuals	Original Budget	Net Budget Adjustments	YTD Budget	YTD Actuals	YTD Percentage Variance	Encumbered Amount	Available Amount
<b>Grand Total</b>	<b>36,718</b>	<b>0</b>	<b>398,017</b>	<b>398,017</b>	<b>357,511</b>	<b>10%</b>	<b>0</b>	<b>40,506</b>
<b>Multi Dept. Expense Transfers</b>								
49001. Building Maintenance	254	0	7,300	7,300	1,127	85%	0	6,173
49004. Commun/Utilities/Network	(695)	0	0	0	695	-100%	0	(695)
<b>Total Multi Dept. Expense Transfers</b>	<b>(440)</b>	<b>0</b>	<b>7,300</b>	<b>7,300</b>	<b>1,822</b>	<b>75%</b>	<b>0</b>	<b>5,478</b>
<b>Salary and Benefits</b>								
41000. Salary	14,766	0	140,942	140,942	117,436	17%	0	23,506
41105. Workers Compensation	0	0	5,400	5,400	7,269	-35%	0	(1,869)
41200. PERS Retirement	2,533	0	20,800	20,800	17,775	15%	0	3,025
41310. Medical Insurance	3,286	0	24,000	24,000	28,862	-20%	0	(4,862)
41311. Health Insurance Retirees	534	0	1,200	1,200	2,526	-110%	0	(1,326)
41400. Dental Insurance	275	0	2,400	2,400	2,581	-8%	0	(181)
41500. Vision Care	0	0	600	600	183	69%	0	417
41800. LTD Insurance	65	0	70	70	606	-766%	0	(536)
41900. Medicare	2,758	0	2,050	2,050	4,991	-143%	0	(2,941)
41903. Employee Assistance Program	0	0	800	800	101	87%	0	699
41904. Life Insurance	25	0	250	250	231	7%	0	19
41906. Employee Bonds	0	0	0	0	1,209	-100%	0	(1,209)
41911. Liability Insurance	2,714	0	12,000	12,000	11,982	0%	0	18
41912. Unemployment	0	0	0	0	8,550	-100%	0	(8,550)
49005. PERS Side Fund	0	0	0	0	0	0%	0	0
49006. GASB 45 OPEB	0	0	0	0	0	0%	0	0
<b>Total Salary and Benefits</b>	<b>26,956</b>	<b>0</b>	<b>210,512</b>	<b>210,512</b>	<b>204,303</b>	<b>3%</b>	<b>0</b>	<b>6,209</b>
<b>Service and Supplies</b>								
42001. Communcations	0	0	500	500	0	100%	0	500
43500. Program Costs & Supplies	0	0	2,500	2,500	4,394	-76%	0	(1,894)
43600. Professional Services	9,425	0	148,805	148,805	137,057	8%	0	11,748
43900. Rent/Building	655	0	8,600	8,600	7,861	9%	0	739
44000. Special Department Expenses	0	0	11,800	11,800	24	100%	0	11,776
44320. Training/Travel Staff	122	0	8,000	8,000	2,050	74%	0	5,950
<b>Total Service and Supplies</b>	<b>10,202</b>	<b>0</b>	<b>180,205</b>	<b>180,205</b>	<b>151,386</b>	<b>16%</b>	<b>0</b>	<b>28,819</b>

City of San Pablo  
7720. WCCTAC TDM Division  
Account Details  
As of Fiscal 2014 - June

Account	Current Period Actuals	Original Budget	Net Budget Adjustments	YTD Budget	YTD Actuals	YTD Percentage Variance	Encumbered Amount	Available Amount
<b>Grand Total</b>	<b>54,444</b>	<b>0</b>	<b>520,427</b>	<b>520,427</b>	<b>385,373</b>	<b>26%</b>	<b>945</b>	<b>134,108</b>
<b>Salary and Benefits</b>								
41000. Salary	19,071	0	145,112	145,112	149,405	-3%	0	(4,293)
41001. Part time Employees	0	0	0	0	18,392	-100%	0	(18,392)
41105. Workers Compensation	0	0	3,400	3,400	8	100%	0	3,392
41200. PERS Retirement	3,040	0	28,500	28,500	21,956	23%	0	6,544
41310. Medical Insurance	4,623	0	31,500	31,500	40,435	-28%	0	(8,935)
41400. Dental Insurance	392	0	2,950	2,950	3,199	-8%	0	(249)
41500. Vision Care	0	0	750	750	317	58%	0	433
41800. LTD Insurance	146	0	700	700	830	-19%	0	(130)
41900. Medicare	247	0	1,950	1,950	2,641	-35%	0	(691)
41903. Employee Assistance Program	0	0	800	800	55	93%	0	745
41904. Life Insurance	38	0	300	300	236	21%	0	64
41905. Benefits in Lieu	0	0	0	0	0	0%	0	0
<b>Total Salary and Benefits</b>	<b>27,559</b>	<b>0</b>	<b>215,962</b>	<b>215,962</b>	<b>237,474</b>	<b>-10%</b>	<b>0</b>	<b>(21,512)</b>
<b>Service and Supplies</b>								
42001. Communcations	0	0	1,500	1,500	0	100%	0	1,500
43500. Program Costs & Supplies	0	0	2,400	2,400	3,859	-61%	945	(2,404)
43501. No Description	193	0	14,000	14,000	14,307	-2%	0	(307)
43502. No Description	0	0	5,000	5,000	28	99%	0	4,972
43600. Professional Services	8,218	0	141,295	141,295	70,345	50%	0	70,950
43900. Rent/Building	983	0	12,270	12,270	11,792	4%	0	478
44000. Special Department Expenses	17,356	0	84,000	84,000	44,982	46%	0	39,018
44001. Relocation Costs	0	0	40,000	40,000	175	100%	0	39,825
44320. Training/Travel Staff	136	0	4,000	4,000	2,412	40%	0	1,588
<b>Total Service and Supplies</b>	<b>26,885</b>	<b>0</b>	<b>304,465</b>	<b>304,465</b>	<b>147,900</b>	<b>51%</b>	<b>945</b>	<b>155,620</b>

City of San Pablo  
7730. STMP Division  
Account Details  
As of Fiscal 2014 - June

Account	Current Period Actuals	Original Budget	Net Budget Adjustments	YTD Budget	YTD Actuals	YTD Percentage Variance	Encumbered Amount	Available Amount
<b>Grand Total</b>	<b>10,902</b>	<b>0</b>	<b>188,700</b>	<b>188,700</b>	<b>72,307</b>	<b>62%</b>	<b>0</b>	<b>116,393</b>
<b>Salary and Benefits</b>								
41000. Salary	0	0	1,500	1,500	0	100%	0	1,500
41200. PERS Retirement	0	0	0	0	0	0%	0	0
41310. Medical Insurance	0	0	0	0	0	0%	0	0
<b>Total Salary and Benefits</b>	<b>0</b>	<b>0</b>	<b>1,500</b>	<b>1,500</b>	<b>0</b>	<b>100%</b>	<b>0</b>	<b>1,500</b>
<b>Service and Supplies</b>								
43600. Professional Services	10,902	0	187,200	187,200	72,307	61%	0	114,893
44000. Special Department Expenses	0	0	0	0	0	0%	0	0
<b>Total Service and Supplies</b>	<b>10,902</b>	<b>0</b>	<b>187,200</b>	<b>187,200</b>	<b>72,307</b>	<b>61%</b>	<b>0</b>	<b>114,893</b>

City of San Pablo  
7740. WCCTAC Special Projects Division  
Account Details  
As of Fiscal 2014 - June

Account	Current Period Actuals	Original Budget	Net Budget Adjustments	YTD Budget	YTD Actuals	YTD Percentage Variance	Encumbered Amount	Available Amount
<b>Grand Total</b>	<b>0</b>	<b>0</b>	<b>159,000</b>	<b>159,000</b>	<b>20,375</b>	<b>87%</b>	<b>0</b>	<b>138,625</b>
<b>Service and Supplies</b>								
43600. Professional Services	0	0	100,000	100,000	20,375	80%	0	79,625
44000. Special Department Expenses	0	0	59,000	59,000	0	100%	0	59,000
<b>Total Service and Supplies</b>	<b>0</b>	<b>0</b>	<b>159,000</b>	<b>159,000</b>	<b>20,375</b>	<b>87%</b>	<b>0</b>	<b>138,625</b>



**SERVICE AGREEMENT**  
**between**  
**WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE**  
**and the**  
**CITY OF SAN PABLO**

This AGREEMENT is made and entered into on September 1, 2014 by and between the West Contra Costa Transportation Advisory Committee, a Joint Powers Agency existing under the laws of the State of California, hereinafter referred to as "WCCTAC," and the City of San Pablo, a municipal corporation, hereinafter referred to as "CITY." During the period between the implementation of the latest Agreement dated January 1, 2014 and the execution of this Agreement, both WCCTAC and CITY satisfactorily performed the services and duties required, and CITY was paid \$4,459 per month for its services.

RECITALS

- A. WCCTAC requires professional financial management services hereinafter described.
- B. WCCTAC desires to continue obtaining these services from CITY because:
  - 1. CITY, as one of the signatory agencies of the West Contra Costa Transportation Advisory Committee, is legally authorized to provide the needed services; and,
  - 2. CITY staff is qualified by education, experience, and proximity to perform the required duties and has done so satisfactorily since 1991;
- C. In 1998, CITY entered into a service agreement with WCCTAC, amending and formalizing a relationship under which WCCTAC staff utilizes the professional services of CITY's Finance Department and reimburses CITY for such costs.
- D. Over the years, CITY took on additional administrative functions for WCCTAC, including benefits administration, management of information technology resources and systems, and risk management. Under the most recent contract, however, services provided were limited to financial management and management of information technology systems.
- E. The WCCTAC Executive Director has given official notification to CITY of WCCTAC's decision to vacate CITY office space on July 31, 2014 and relocate to a space that is ADA accessible and more readily accessible to public transportation.
- F. Because of the move, CITY is no longer able to provide information technology services. WCCTAC, therefore, will contract with another vendor for those services and desires to amend the current agreement to eliminate those services from the contract.
- G. WCCTAC, through its contracting power, and CITY desire to agree in writing to new terms and conditions for CITY financial services to WCCTAC. WCCTAC's status as a separate entity will be maintained and reflected in financial reports and records.

NOW THEREFORE, IT IS AGREED as follows:

#### SECTION 1 - TERMS OF AGREEMENT

This Agreement shall be effective on September 1, 2014 and shall continue in full force and effect until terminated by either party in accordance with Section Five (§5) of this Agreement.

#### SECTION 2 - AGREEMENT

- A. Finance Manager of CITY, or person acting in such capacity, will be designated the depository and custodian of WCCTAC funds and will serve as treasurer and controller/auditor for WCCTAC in accordance with the requirements of §6505 of the Government Code of the State of California.
- B. CITY shall perform routine Operational Services of the Finance Department as part of the monthly service fee. WCCTAC shall reimburse CITY for Special Services at the established hourly rates.
- C. WCCTAC hereby agrees to utilize these and other related and legally permissible and proper services from CITY.
- D. CITY agrees that CITY staff shall perform its duties in accordance with professional and ethical standards and shall comply with all general rules and regulations established by WCCTAC and the agencies and departments with which it contracts.
- E. CITY agrees that professional staff within the Finance Department shall be available to carry out all aspects of this Agreement and to attend WCCTAC or WCCTAC-TAC meetings when necessary to explain or elaborate on the work performed.
- F. WCCTAC will procure a bond to ensure that bonding requirements as set forth in California Government Code Section 6505.5 (b) are met.

#### SECTION 3 - SERVICES

In consideration of the payment herein described, CITY shall perform the needed financial services for WCCTAC to the extent that such assistance does not interfere with the needs of CITY.

WCCTAC shall examine documents submitted by CITY and shall take action and render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of CITY'S work.

### Operational Services: Finance

CITY staff will provide the following Operational Services under the joint authority of CITY Finance Manager and the WCCTAC Executive Director:

- A. Receive and receipt for all WCCTAC money and place it in the fund designated to the credit of WCCTAC;
- B. From such fund, provide treasury, accounting, payroll and associated payroll deductions, and related support services to WCCTAC, WCCTAC-TAC and WCCTAC staff;
- C. Provide a financial system whereby WCCTAC staff can track and allocate project expenses, thus enabling WCCTAC staff to prepare monthly invoices and required documentation for the Contra Costa Transportation Authority;
- D. Be responsible for the safekeeping of all WCCTAC funds;
- E. Upon receipt of proper authorization and documentation, process all purchase orders and issue all checks required for WCCTAC operations, including those to regular WCCTAC employees, contractors and vendors;
- F. Manage WCCTAC financial transactions on a fiscally sound basis in accordance with Generally Accepted Accounting Principles (GAAP);
- G. At least monthly, provide to WCCTAC an accounting of revenues received and disbursements occurring since the last reporting period;
- H. Arrange for an annual audit of WCCTAC accounts by an outside certified public accountant, with costs of the audit to be paid for by WCCTAC;
- I. Within 90 days of the close of the WCCTAC fiscal year, prepare the annual Treasurer's Report required by Section 13 (d) of the WCCTAC Joint Powers Agreement which reads: The Treasurer of WCCTAC funds shall have custody of all WCCTAC funds and shall verify and report in writing within ninety (90) days after the close of the fiscal year ended June 30th to the Board and to the contracting Agencies to this Agreement the amount of money the Treasurer holds for the Board, the amount of receipts and the amount paid out since the last report to the Board;
- J. Input data for all payroll-related deductions supported by WCCTAC;
- K. Perform other related financial duties as requested by the Executive Director or the Chair of WCCTAC on a time and materials basis, upon the approval of CITY's City Manager.

### Special Services

Those services not specifically mentioned above shall be considered Special Services not covered under the monthly fee for Operational Services and shall be subject to reimbursement on a time and materials basis, including special financial reporting requirements; grant management; special accounting requirements and system setups; fringe benefit enrollment or administration that goes beyond data input; any required access to CITY Personnel staff, including, but not limited to consultation and setup of WCCTAC human resources (HR) systems, updates or guidance on implementing HR personnel rules and regulations, management of personnel-related programs such as FMLA, etc.; development of specialized reports, retrieval of backed-up data, or any other occasional project that involves Information Technology (IT) operations.

### SECTION 4 - COMPENSATION

- A. Beginning on September 1, 2014 and continuing until this Agreement expires or is amended, in consideration for the satisfactory performance of duties as set forth in Sections Two and Three (§2 and §3) above, WCCTAC agrees to pay CITY a monthly fee of two thousand five hundred seventy-three dollars (\$2,573).
- B. Additionally, WCCTAC agrees to pay to CITY the following hourly amounts for staff expenses (labor and overhead) for Special Services that are beyond the scope of routine Operational Services described in Section Three above:

<b>Finance Department</b>	<b>Hourly Rate</b>	<b>IT and Personnel Departments</b>	<b>Hourly Rate</b>
Finance Manager	\$ 97.70	Information Technology Manager	\$ 94.31
Finance Supervisor	\$ 76.27	Information Technology Administrator	\$ 70.92
Accountant	\$ 64.54	Information Technology Technician	\$ 65.28
Fiscal Clerk II	\$ 50.72	Computer Intern	\$ 15.86
Fiscal Clerk I	\$ 45.52	Assistant to City Manager / Personnel	\$ 92.86
Administrative Intern	\$ 15.86	Executive Assistant / Personnel	\$ 58.32

- C. Both the monthly fee and the hourly rates shall increase every July 1st in accordance with increases in the Consumer Price Index (CPI-W) for the San Francisco Bay Area as of April 1 of each year, provided, however, that such increase shall not be less than three (3.0) percent or more than six (6.0) percent.

### SECTION 5 - TERMINATION

Without limitation to rights or remedies as otherwise exist by law, WCCTAC or CITY shall have the right to terminate this Agreement for any reason, upon sixty (60) days written notice to the other party.

However, due to the legal requirements for accurate and timely financial information, it is agreed that should either party decide to terminate this Agreement, CITY will continue its duties under this Agreement through the close of the next financial quarter following the sixty-day notice and will provide all necessary reports to ensure a smooth transition of financial, payroll and other records under CITY control. CITY shall continue to be paid during such time as provided in this Agreement.

## SECTION 6 - OWNERSHIP OF DOCUMENTS

All documents, files, graphics, and data prepared by CITY at the request of WCCTAC and in the performance of this Agreement, are and shall be the property of WCCTAC. CITY shall transfer them to WCCTAC upon request without additional compensation.

Alternatively, in the event that the WCCTAC staff function is discontinued, CITY agrees to maintain required financial and personnel records on behalf of WCCTAC for as long as is legally required.

## SECTION 7 - CONFLICT OF INTEREST

CITY and WCCTAC jointly covenant that they presently have no interest, and do not anticipate acquiring any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

CITY staff shall not engage in any activity for WCCTAC which is, or may reasonably be expected to become, a conflict of interest as defined under California law or create an incompatibility of office.

Should CITY staff believe that performance of certain duties on behalf of WCCTAC may conflict with their performance of duties for CITY, they will notify the Executive Director and the Chair of WCCTAC within twenty-four hours of identifying the conflict. Thereafter, CITY will refrain from representing WCCTAC on the pertinent issue until the conflict is resolved.

#### SECTION 8 - INDEMNITY

Neither CITY nor any of its employees, officers or officials shall be responsible for any damages, foreseen or unforeseen, caused in whole or in part, directly or indirectly, by the services rendered by CITY staff, including possible loss of WCCTAC data. WCCTAC shall indemnify, defend and hold CITY, its officers, employees, agents and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action, foreseen or unforeseen, arising from or in any way connected to the performance of this Agreement, including but not limited to payroll processing, invoicing, grant management, CITY's former administration and processing of PERS membership for WCCTAC, and the cessation thereof, damage to or destruction of any backup tapes stored on CITY property, loss of WCCTAC data, or any violation of any federal, state, or municipal law ordinance. Notwithstanding the foregoing, WCCTAC shall not be required to indemnify and hold CITY harmless for any claims, demands, causes of action, lawsuits, liabilities, losses, damages, expense costs (including attorney's fees and costs) resulting from the sole and active negligence or intentional misconduct of CITY.

It is understood that the duty of WCCTAC to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

#### SECTION 9 - NON-DISCRIMINATION

CITY warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CITY nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical disability, medical condition, marital status, sex, age, or sexual orientation unless based on a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

#### SECTION 10 - LITIGATION ASSISTANCE

CITY shall testify at WCCTAC's request in the event of litigation involving WCCTAC in connection with CITY'S services under this Agreement or in a matter where CITY'S knowledge and expertise is needed. Unless the action is brought by CITY or is based upon CITY'S wrongdoing, WCCTAC shall compensate CITY for preparation of testimony, and travel at the established hourly rate as set forth in Section Four (\$4) for special projects and assignments beyond the scope of this Agreement.

#### SECTION 11 - COSTS AND ATTORNEYS FEES

In the event of any action or actions to enforce the provisions of this Agreement, attorneys' fees in an amount not to exceed \$170 per hour per attorney, and in total amount not exceeding \$10,000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party. The above \$10,000 limit is the total of attorneys' fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this Agreement that neither party shall have to pay the other more than \$10,000 for attorneys' fees arising out of an action, or actions to enforce the provisions of this Agreement.

#### SECTION 12 - MEDIATION

Should a dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall then be selected by a "blindfolded" process.

The cost of mediation shall be borne equally by the parties. No party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a settlement. The mediation process shall last until agreement is reached but not more than sixty days, unless extended by the parties.

#### SECTION 13 - ARBITRATION

After mediation above, and upon agreement of the parties, any dispute or claim arising out of or relating to this Agreement may be settled by arbitration in accordance with the Rules of the American arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The costs of arbitration shall be borne equally by the parties.

#### SECTION 14 - WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

#### SECTION 15 - NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To WCCTAC:

WCCTAC  
John Nemeth  
Executive Director  
13831 San Pablo Avenue, Bldg. 2  
San Pablo, CA 94806

Future Address:

6333 Potrero Ave, First Floor  
El Cerrito, CA 94530

To CITY:

Matt Rodriguez  
City Manager  
City of San Pablo  
13831 San Pablo Avenue, Bldg. 1  
San Pablo, CA 94806

SECTION 16 - AGREEMENT CONTAINS ALL UNDERSTANDINGS

This document represents the entire and integrated agreement between WCCTAC and CITY and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both WCCTAC and CITY.

SECTION 17 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, WCCTAC and CITY have executed this Agreement the day and year first written above.

City of San Pablo

WCCTAC

By: \_\_\_\_\_  
Matt Rodriguez, City Manager  
City of San Pablo

By: \_\_\_\_\_  
John Nemeth, Executive Director  
WCCTAC

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Brian Libow, City Attorney  
City of San Pablo

\_\_\_\_\_  
Benjamin T. Reyes, II, General Counsel  
WCCTAC





**TO:** WCCTAC Board

**DATE:** July 25, 2014

**FR:** John Nemeth, Executive Director

**RE:** Supplemental West County Public Outreach

#### **REQUESTED ACTION**

Staff is seeking:

- Board input on the draft survey instrument (questionnaire);
- Board direction on the timing of polling;
- Approval of the attached Agreement for Provision of Professional Services with EMC Research.

#### **BACKGROUND AND DISCUSSION**

At the April and May WCCTAC Board meetings, EMC Research presented countywide polling data, which was gathered as part of a public outreach effort for the Countywide Transportation Plan (CTP). The Board asked staff and EMC Research to return with more information about polling results in West County. It also asked for options for supplemental polling work in West County.

At the June 27<sup>th</sup> WCCTAC Board meeting, staff presented three supplemental polling options to the Board that were developed in consultation with EMC Research. The Board selected Option 3, a survey of 500 likely voters and 500 unregistered voters residing in West Contra Costa County.

#### **Board Input on Draft Survey Questionnaire**

Staff was tasked with working on a draft questionnaire, in cooperation with EMC Research, for the Board's review and comment. EMC Research staff attended the WCCTAC-TAC meeting on July 10<sup>th</sup> and solicited feedback on key transportation issues for the survey questionnaire. EMC Research will hand out a draft set of questions to discuss as part of their presentation at the July 25<sup>th</sup> WCCTAC Board meeting.

#### **Timing of Polling**

Measure J (28b) funds are the planned funding source for this polling effort. Use of these funds requires approval from the CCTA Board. The next meeting of the CCTA Board is scheduled for September 17<sup>th</sup>, meaning that late September is the soonest that polling work could begin.

At the June 27<sup>th</sup> WCCTAC Board meeting, some Directors expressed concern about conducting polling work just before the November elections. Another option is to conduct

the polling after the November elections. Staff is seeking direction from the Board on the preferred timing for the survey.

**Agreement for Provision of Professional Services with EMC Research**

Grey-Bowen Associates are currently under contract for public outreach for the Countywide Transportation Plan (CTP), and EMC Research is a sub-consultant. Previously, staff discussed the possibility of using this existing contract to obtain services from EMC Research. However, CCTA has indicated that it would prefer for WCCTAC to have its own contractual relationship with EMC Research for the proposed work.

An MOU and an Agreement for Provision of Professional Services with EMC Research for the polling effort are attached. Among other things, they describe the methodology, specify a not-to-exceed budget of \$72,000, require a final presentation of the results to WCCTAC, and state that WCCTAC will own the survey data. Staff is recommending approval of the Agreement for Provision of Professional Services. (Attachment B)

*Attachment A: MOU for Provision of Professional Services*

*Attachment B: Agreement for Provision of Professional Services*



MARKET  
& OPINION  
RESEARCH  
SERVICES

720 Third Ave.  
Suite 1110  
Seattle, WA 98104  
(206) 652-2454

436 14th Street  
Suite 820  
Oakland, CA 94612  
(510) 844-0680

4041 North High Street  
Suite 300M  
Columbus, OH 43214  
(614) 268-1660

610 SW Alder Street  
Suite 521  
Portland, OR 97205  
(503) 444-6000

[EMCresearch.com](http://EMCresearch.com)

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
EMC RESEARCH, INC.  
AND  
WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE  
July 2014**

**THE NATURE OF THE WORK**

The purpose of this project is to support West County communications around the Contra Costa Countywide Transportation Plan and the development of a Transportation Expenditure Plan. The survey will be designed to provide the Client with quantitative data regarding voter and non-voter opinions on transportation issues in West Contra Costa County.

In addition to conducting a poll, EMC will provide a reasonable level of consulting related to the research on issues such as strategy, outreach, timing and other tactical decisions.

Both parties hereto will consult with each other and reach a mutual agreement on the contents of the questionnaire and the survey format. Once an agreement on the contents and survey is reached, EMC will conduct the survey within an agreed upon time frame.

**THE SURVEY**

The survey under this agreement will consist of 1,000 interviews with both voters and non-voters in West Contra Costa County, conducted by web and telephone. Approximately half of the interviews (500) will be conducted with a representative sample of registered voters (based on the estimated voter registration penetration of adult residents in the area), and the remaining half of the interviews (500) will be with adult residents who are not registered to vote.

The average survey will take approximately 18 minutes to complete by telephone, with web completes taking slightly less time. The questionnaire will include questions about funding mechanisms, tax tolerance, transportation attitudes, improvement priorities, travel habits and choices, as well as demographics and other questions needed for analytic purposes. The survey will be conducted in English and Spanish; a third language is budgeted if needed.

Our survey approach will be as follows:

We will select a sample of West Contra Costa County households via address lists managed by the United States Postal Service, which has coverage rates of nearly 98 percent of households. This **address-based sampling** approach enables us to target geography very reliably and ensure all households in the area are included in the sample frame, regardless of whether they have a land line telephone. We will then match the address sample against the voter list and remove voters from the address-based sample study population for telephone interviewing.

Once voters are set aside for telephone interviewing, each of the randomly-chosen non-voter households will be mailed a postcard inviting heads of household to participate in the survey online. If they do not have internet access, they will have the option of calling a 1-800 number and requesting a time to be called back by a live telephone interviewer. The postcard will encourage participation by offering all who complete the survey an entry into an incentive drawing for a prize (like a gift card to a local merchant or similar).

For those households identified as having a valid phone number, we will use an interactive voice response (IVR) system to call at least once to follow up on their survey progress or remind them to take the survey either by calling the 1-800 number or going to the web link.

Those that take the survey via the web will have their responses automatically recorded by our software at EMC. Those that call the 1-800 number on the postcard will be called back by a live telephone interviewer. At the conclusion of interviewing, web and phone surveys data will be combined into one database and analyzed together.

Specifically, EMC will:

- Work with the Client to design and prepare a survey instrument that addresses the Client's goals;
- Create telephone and online versions of the questionnaire instrument;
- Test the questionnaire for clarity of questions, and revise the questionnaire as necessary;
- Draw a random address-based sample of West Contra Costa County residential addresses;
- Match the address-based sample to voter registration records and other listed telephone number sources;
- Translate the online and telephone questionnaire to Spanish and one other language if desired;
- Administer the survey by telephone from a central telephone bank, supervised by an on-duty supervisor to those in the sample identified as voters;
- Program the online survey in all languages being used;
- Design and mail a multi-lingual postcard to the non-voter sample with a survey link, call-in 800 number, and unique passcode for each household;

- Collect survey data through programmed online survey instrument;
- Call back any respondents that left messages on the 800 number to administer the survey by telephone;
- Place one (1) to two (2) automated reminder call to non-responding non-voter households with all matched landline phones to increase participation;
- Fund and fulfill all respondent participation incentives;
- Code open-ended responses, if any, for computer analysis;
- Perform in-depth analysis of the data;
- Tabulate survey results, and design and generate cross-tabulations and other statistical tables as needed;
- Meet with Client representatives as needed to present and review the results;
- Present results in public meetings as needed;
- Be available for consultation on the applications of findings to future strategy decisions.

### COST

The total not-to-exceed cost for this work is seventy-two thousand dollars (**\$72,000**). This cost reflects an 18 minute survey with voters and non-voters in West Contra Costa County, by web and telephone, with outbound interview calls, postcard survey invitations, telephone reminders, online survey hosting, and incentives.

This cost includes all aspects of conducting the research, including design, interviewing, sample administration, incentives, data analysis, and presentation of and consultation on results for as long as you use the data. Should any of the survey specifications change, such as survey length, number of interviews, survey mode, or languages used, the cost may need to be adjusted.

Fifty percent of the project fee will be billed and due upon contract approval. The balance will be due following delivery of survey results.

#### OTHER PROVISIONS

EMC agrees to furnish to The Client a complete analysis and reasonable consultation time with respect to the data and findings. Upon request, EMC will furnish to The Client a copy of the dataset.

All of the data obtained by EMC is the exclusive property of The Client.

EMC is entitled to retain copies of all data and analysis for its own internal use.

The Client agrees that any public or private dissemination of any data or conclusions represented to be those of EMC will be in strict conformity with the data and analysis provided to The Client by EMC. The Client further recognizes that right of EMC to correct errors in such data as may be attributed to them by releasing the correct data or analysis.

EMC will not release any data whatsoever except as provided in the preceding paragraph, nor any other information in its possession concerning The Client, except as may be required by law, without the permission of The Client.

## AGREEMENT FOR PROVISION OF PROFESSIONAL SERVICES

This AGREEMENT, made and entered into on \_\_\_\_\_, 2014 by and between the West Contra Costa Transportation Advisory Committee, a Joint Powers Agency existing under the laws of the State of California, hereinafter referred to as "WCCTAC", and EMC Research, Inc., a \_\_\_\_\_, hereinafter referred to as "CONSULTANT".

### RECITALS

- A. WCCTAC desires certain professional services hereinafter described.
- B. WCCTAC desires to engage CONSULTANT to provide these services by reason of its qualifications and experience for performing such services and CONSULTANT has offered to provide the required services on the terms and in a manner set forth herein.

NOW THEREFORE, IT IS AGREED as follows:

### SECTION 1 - SCOPE OF SERVICES

In consideration of the payment herein provided, CONSULTANT shall conduct surveys and perform opinion research for WCCTAC, in accordance with and in the manner described in the Memorandum of Understanding ("MOU") attached as Attachment A.

### SECTION 2 - DUTIES OF CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONSULTANT under this Agreement in accordance with the professional care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

CONSULTANT represents that it is qualified to furnish the services described under this Agreement.

### SECTION 3 - DUTIES OF WCCTAC

WCCTAC shall provide pertinent information regarding its requirements under this Agreement.

WCCTAC shall examine documents submitted by CONSULTANT and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of CONSULTANT's work.

#### SECTION 4 - TERM

The services to be performed under this Agreement shall commence upon approval of this Agreement by the WCCTAC Board of Directors and continue in full force until \_\_\_\_\_, 2015 ("Term"), unless terminated earlier by either party in accordance with Section Six (§6) of this Agreement.

#### SECTION 5 - PAYMENT

WCCTAC hereby agrees to pay Consultant an amount not to exceed Seventy Two Thousand Dollars (\$72,000) notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, this Agreement shall prevail. WCCTAC shall pay fifty percent of the project fee upon contract approval. The balance will be due following delivery of survey results.

#### SECTION 6 - TERMINATION

Without limitation to rights or remedies as otherwise exist by law, WCCTAC may cancel this Agreement at any time and without cause upon written notification to CONSULTANT. CONSULTANT may cancel this Agreement upon 30 days' written notice to WCCTAC and shall include in such notice the reasons for cancellation.

In the event of termination, CONSULTANT shall be entitled to compensation for services performed to the effective date of termination; WCCTAC, however, may condition payment of such compensation upon CONSULTANT delivering to WCCTAC any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONSULTANT or prepared by or for CONSULTANT or WCCTAC in connection with this Agreement.

#### SECTION 7 - OWNERSHIP OF DOCUMENTS

All documents, files, graphics, and data prepared by the CONSULTANT in the performance of this Agreement, although instruments of professional service, are and shall be the property of WCCTAC, whether the project for which they are made is executed or not. CONSULTANT shall transfer them to WCCTAC upon request without additional compensation. Any reuse or modification of such documents without prior written approval of CONSULTANT shall be prohibited. WCCTAC shall indemnify CONSULTANT for any claims, costs, or defense associated with unauthorized reuse or modification.

#### SECTION 8 - CONFIDENTIALITY

Unless required by law, CONSULTANT shall not make confidential documents or information available to any individual or organization not employed by CONSULTANT or WCCTAC without the written consent of WCCTAC before any such release.



## SECTION 9 - CONFLICT OF INTEREST

The services provided under this Agreement are for the benefit of WCCTAC only. Though CONSULTANT represents other public entities, CONSULTANT is not aware of any actual conflicts or pending matters where the firm represents public agencies in matters adverse to WCCTAC.

## SECTION 10 – CONSULTANT’S STATUS

It is expressly agreed that in the performance of the professional services required under this Agreement, CONSULTANT shall at all times be considered an independent contractor as defined in Labor Code Section 3353, under control of WCCTAC as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONSULTANT staff members, agents or employees of WCCTAC while providing services under this Agreement.

## SECTION 11 - INDEMNITY

To the fullest extent permitted by law, CONSULTANT agrees to defend, hold harmless, and indemnify WCCTAC and its board members, officers, officials, employees, and volunteers from and against any and all claims, loss, liability, damage, and expense arising from the negligent performance of this Agreement by CONSULTANT. This provision does not apply to claims, loss, liability or damage or expense arising from the sole negligence or willful misconduct of WCCTAC.

## SECTION 12 - INSURANCE

CONSULTANT shall provide and maintain:

- A. Commercial General Liability Insurance, occurrence version, with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.
- B. Errors and omissions insurance in the minimum amount of \$2,000,000 per occurrence and \$2,000,000 aggregate.
- C. Workers Compensation in at least the minimum statutory limits.

### SECTION 13 - NON-DISCRIMINATION

CONSULTANT warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONSULTANT nor any of its sub-contractors or specialists shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical disability, medical condition, marital status, sex, or age, unless based on a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

### SECTION 14 - MEDIATION

Should a dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within thirty (30) days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall then be selected by a "blindfolded" process.

The cost of mediation shall be borne equally by the parties. No party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a settlement. The mediation process shall last until agreement is reached but not more than sixty (60) days, unless extended by the parties.

### SECTION 15 - ARBITRATION

After mediation above, and upon agreement of the parties, any dispute or claim arising out of or relating to this Agreement may be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The costs of arbitration shall be borne equally by the parties.

### SECTION 16 - WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

## SECTION 17 - NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To WCCTAC: WCCTAC  
6333 Potrero Avenue  
El Cerrito, CA 94530  
Attn: Executive Director

To CONSULTANT: EMC Research  
436 14<sup>th</sup> Avenue #820  
Oakland, CA 94612  
Attn: Alex Evans

## SECTION 18 - AGREEMENT CONTAINS ALL UNDERSTANDINGS

This document represents the entire and integrated agreement between WCCTAC and CONSULTANT and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both WCCTAC and CONSULTANT.

## SECTION 19 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

## SECTION 20 – MISCELLANEOUS

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.

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.

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

IN WITNESS WHEREOF, WCCTAC and CONSULTANT have executed this Agreement the day and year first written above.

Date: \_\_\_\_\_

\_\_\_\_\_  
Janet Abelson, WCCTAC Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
EMC Research, Inc.

ATTEST:

Date: \_\_\_\_\_

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Benjamin T. Reyes II, General Counsel



**TO:** WCCTAC Board

**DATE:** July 25, 2014

**FR:** John Nemeth, Executive Director

**RE:** Measure J Subregional Needs Funds (Program 28b) – Possible Uses

#### **REQUESTED ACTION**

Staff is seeking Board determination of:

- the amount of funds to set aside for a High Capacity Transit Investment Study.
- the amount of funds to allocate to members as a one-time “return- to-source”.
- the allocation formula for any return-to-source funding .

#### **BACKGROUND AND DISCUSSION**

Measure J includes a funding category known as Subregional Transportation Needs (Program 28b). This is a flexible source of funding that can be programmed by the WCCTAC Board.

Regional Transportation Planning Committees (RTPCs) like WCCTAC have generally used these funds for common subregional priorities, matching funds to leverage other grants, or in critical situations to keep projects on track. In some cases RTPC’s have distributed these funds to local jurisdictions, allowing them to function as a kind of flexible return-to-source.

At the June 27, 2014 WCCTAC Board meeting, the Board expressed interest in using Measure J 28b funds as a one-time, return-to source and directed staff to return with options. At present, there is an estimated balance of approximately \$878,000 in this fund category. The exact amount available will be determined by the Authority in late August when actual revenues are reconciled with projections. The true balance, however, will not vary from the current estimate by more than \$10,000. This fund is accruing at about \$250,000 annually.

The WCCTAC Board has already directed staff to set aside 28b funds for supplemental public opinion research, with a not-to-exceed budget of \$72,000. With these funds set aside, there is an estimated balance of \$808,000 remaining.

### **High Capacity Transit Investment Study**

The WCCTAC Board has also expressed interest in setting aside funds for a High Capacity Transit Investment Study, to be funded in partnership with other agencies. Staff recommends that WCCTAC formally set aside \$300,000-\$400,000 for this study.

The BART Board recently set aside \$300,000 for this effort, which would only be available as part of a funding partnership. A commitment by the WCCTAC Board, with a specified dollar amount, will aid in being able to use these BART funds and in seeking additional funds.

### **Return-to-Source**

If the Board is still interested in a return-to- source use of 28b funds, staff is seeking Board direction on the precise amount of funds to dedicate, as well as the allocation method.

#### *Amount*

Setting aside funds for the High Capacity Transit Study, within the range recommended by staff, would leave a fund balance of \$408,000-508,000. As noted earlier, variation in actual sales tax proceeds from what has been estimated could slightly lower this balance. It should also be understood that the use of this amount of funds for a return-to-source (in combination with the public opinion research and Transit Study) would leave WCCTAC with close to a zero balance in this funding category until the fund is able to rebuild.

#### *Allocation Methods*

While the Transit Study will benefit all of West County, it's of particular value to the transit operators. Given the potentially significant financial commitment of 28b funds for this Study, staff recommends that the return-to-source allocation be limited to the six jurisdictional members.

There are three potential methods for allocating the return-to-source funds. Method 1 is based strictly on population. Method 2 is follows the allocation of Program 11, Local Streets and Road Improvements, which is a formula based on road miles and population. Method 3 is based on the member agency share of WCCTAC dues.

The table below shows the percentage of funds that each member would receive using each of the three allocation methods. It also includes actual dollar amounts based on a hypothetical total allocation of \$400,000. Again, the precise total amount allocated can be determined by the Board.

<b>Member</b>	<b>Method 1 Population</b>		<b>Method 2 11b Formula</b>		<b>Method 3 Dues share</b>	
County	15.2%	\$60,800	19.6%	\$78,400	12.5%	\$50,000
El Cerrito	10.0%	\$40,000	11.8%	\$47,200	12.5%	\$50,000
Hercules	10.3%	\$41,200	9.1%	\$36,400	12.5%	\$50,000
Pinole	7.8%	\$31,200	8.8%	\$35,200	12.5%	\$50,000
Richmond	44.3%	\$177,200	42.8%	\$171,200	37.5%	\$150,000
San Pablo	12.3%	\$49,200	7.9%	\$31,600	12.5%	\$50,000
Total	100%	\$400,000	100%	\$400,000	100%	\$400,000

If all members were eligible for 28b funds, the only practical allocation method would be the dues share. That breakdown would be as follows:

<b>Member</b>	<b>Method 3 Dues share</b>	
AC Transit	9.1%	\$36,400
BART	9.1%	\$36,400
County	9.1%	\$36,400
El Cerrito	9.1%	\$36,400
Hercules	9.1%	\$36,400
Pinole	9.1%	\$36,400
Richmond	27.2%	\$108,800
San Pablo	9.1%	\$36,400
WestCAT	9.1%	\$36,400
Total	100%	\$400,000

#### Next Steps / Process

CCTA will need to concur with any proposed allocation of Measure J 28b funds. Their next meeting is on September 17<sup>th</sup>. Consequently, fall would be the soonest that funds could be realistically be distributed to members. Checks would be sent directly to jurisdictions from the Authority. Recipients would then be required to produce a report for WCCTAC and CCTA showing what the funds were used for. Expenditures are to be consistent with the overall objectives of Measure J.

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## Planning Committee **STAFF REPORT**

**Meeting Date:** July 2, 2014

Subject	Approval to Release the Draft 2014 CTP Update for Public Review
<b>Summary of Issues</b>	<p>Authority staff and consultants have prepared the draft 2014 Countywide Transportation Plan (CTP) Update for public review and comment. The 2014 CTP consists of three volumes: Volume 1 is the main body of the plan. It includes the outlook for transportation to the 2040 horizon year, the Authority's Vision, Goals, and Strategies, and an evaluation of the cost and available funding for transportation improvements expected to be implemented during the life of the Plan; Volume 2 contains the five subregional Action Plans for Routes of Regional Significance. As part of the update, the five Regional Transportation Planning Committees (RTPCs) have each completed draft Action Plans and forwarded them to the Authority for inclusion in the Draft CTP. Volume 3 contains the CTPL – the Authority's Comprehensive Transportation Project List – containing over 1,200 individual projects totaling over \$11 billion. Staff seeks Authority approval to release the Draft 2014 CTP for a 60-day public review period. Staff also requests approval to release the Draft Supplemental EIR (SEIR) on the Draft 2014 CTP for a 45-day review.</p>
<b>Recommendations</b>	<p>Staff recommends that the Authority review the draft, approve desired changes, <u>authorize staff to incorporate other nonsubstantive edits,</u> and then release the Draft CTP to all interested parties, <u>stakeholders, and the general public</u> with comments due by September 30, 2014.</p>
<b>Financial Implications</b>	N/A
<b>Options</b>	<ol style="list-style-type: none"> <li>1. Provide further direction to staff prior to release of the draft Plan;</li> <li>2. Postpone release of the draft Plan.</li> </ol>
<b>Attachments</b>	<p><b>A.</b> Executive Summary, Preliminary Draft Countywide Transportation Plan (for Planning Committee Review, July 2, 2014)</p> <p><b>B.</b> Preliminary Draft Countywide Plan Volumes 1, 2 &amp; 3 available for download at <a href="http://www.ccta.net">www.ccta.net</a>.</p>

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**Changes from  
Committee**

*The Planning Committee (PC) recommended approval to release the Draft 2014 CTP and SEIR for public review during August and September, with comments due by September 30, 2014. The PC also reviewed the Draft CTP presentation materials and made a number of suggestions for improving the presentation slides. Also, following the PC meeting, SWAT met on July 7<sup>th</sup> to discuss the proposed policy on the designation of non-motorized facilities as regional routes. The revised text below reflects the policy direction from SWAT.*

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**Background**

Measure J requires the Authority to prepare and periodically update a Countywide Comprehensive Transportation Plan (CTP). The first CTP was adopted in 1995. Subsequent updates were adopted in 2000, 2004, and 2009. The 2014 CTP Update will constitute the fourth update to the Plan.

The CTP is the blueprint for Contra Costa's transportation system over the next 30 years. This long-range vision for transportation identifies the projects, programs, and policies that the Authority Board hopes to pursue over the lifetime of the Plan. The CTP identifies goals for bringing together all modes of travel, networks, and operators to meet the diverse needs of Contra Costa.

Authority staff, working with the CTP Task Force and Ad-Hoc Committee, began work on the 2014 Update to the Plan in mid-2012. As a first step, the Authority released "*Issues and Opportunities for the 2014 Update to the CTP.*" Staff also prepared a detailed schedule for the Plan and EIR process and a detailed outline for the Plan document.

The CTP Task Force has been reviewing the schedule and outline, and reviewed an Administrative Draft of the Plan in May 2014. The Task Force includes RTPC staff, members of the TCC, and representatives from local jurisdictions and transit agencies.

**Schedule**

The schedule below summarizes key dates and activities for the preparation of both the 2014 Update and the EIR:

<b>June 19</b>	TCC reviews Administrative Draft 2014 CTP Update
<b>July 2</b>	Planning Committee reviews Preliminary Draft 2014 Update
<b>July 16</b>	CCTA authorizes release of Draft 2014 Update
<b>July 30</b>	Authority staff releases the Draft CTP

<b>Aug 1 – Sept 30</b>	Implement CTP Public Education and Outreach Plan
<b>Aug 15</b>	Issue the Draft SEIR
<b>Sept. 3</b>	Planning Committee holds public meeting on Draft 2014 Update & SEIR
<b>Sept. 30</b>	Comments due on Draft 2014 CTP Update and Draft SEIR
<b>Dec. 3</b>	Planning Committee reviews & recommends adoption of 2014 CTP Update
<b>Dec. 17</b>	Authority certifies Final SEIR and adopts Final 2014 CTP Update

### **Outline of the Plan**

- Volume 1 - The Draft 2014 Countywide Transportation Plan
- Volume 2 - Draft Action Plans from the five subregions
- Volume 3 - Draft Comprehensive Transportation Project and Programs Listing (CTPL)

### **CTP**

Volume 1 of the 2014 CTP follows a similar format to the 2009 CTP, but it is condensed from eight to five chapters, with updates that reflect changes since the last Plan. The vision, goals and strategies, which were updated by the Authority Board in April, are described. Major changes in the planning environment since the 2009 Plan are documented and include the adoption of *Plan Bay Area*, new regional initiatives (OBAG, Complete Streets, goods movement, etc.), evolving transportation technologies, incorporation of SB 375 related efforts to reduce greenhouse gas emissions, and potential new funding opportunities (cap and trade, congestion/parking pricing, open road tolling, etc.).

### **Actions Plans for Routes of Regional Significance**

Volume 2 is composed of the five subregional draft Action Plans (West, Central, East, Lamorinda, and Tri-Valley), as approved by the RTPCs in late 2013 and early 2014. Highlights from the Action Plan updates include the following:

- Addition of new Routes of Regional Significance (RRS), including Bailey Road in Central County, and elimination of other routes, such as Carlson Avenue in Richmond,
- More consideration of transit, biking, and walking,
- More concern for intra-regional routes and impact of traffic diversions from inter-regional routes, and
- Recognition of BART and freeway management as important inter-regional strategies.

In addition, the updates have generated several new topics for RTPC-to-RTPC discussions, including:

- The study of Vasco Road in East County,
- SR-239/Tri-Link issues between East County and Tri-Valley,
- Management of Pleasant Hill Road between Central County and Lamorinda,
- Designation of the Iron Horse Trail as an Regional Route in Tri-Valley, and
- Designation of BART as a Regional Route in Lamorinda.

### Comprehensive Transportation Project Listing (CTPL)

Volume 3 includes a detailed listing of the approximately \$11.65 billion in projects from the CTPL, as provided by local project sponsors and updated during open calls in 2013. The CTPL is summarized by project type as follows:

<b>TOTAL COSTS OF PROPOSED FUTURE PROJECTS</b>		
<b>PROJECT TYPE</b>	<b>TOTAL COST (X \$1,000)</b>	<b>SHARE OF TOTAL</b>
Arterial/Roadway	\$1,954,075	16.8%
Bicycle/Pedestrian/SR2S/TLC	\$579,159	5.0%
Transit	\$5,072,089	43.5%
Freeway/Expressway/Interchanges	\$3,875,997	33.3%
Intermodal/Park-and-Ride	\$131,854	1.1%
Studies	\$38,035	0.3%
<b>TOTAL COST</b>	<b>\$11,651,209</b>	<b>100.0%</b>

In addition to the projects, there is another approximately \$14.56 billion in programs in the CTPL, summarized below by program type.

<b>TABLE E-3: TOTAL COSTS OF PROPOSED PROGRAMS</b>		
<b>PROGRAM TYPE</b>	<b>TOTAL COST (X \$1,000)</b>	<b>SHARE OF TOTAL</b>
Arterial/Roadway	\$5,977,720	41.1%
Bicycle/Pedestrian	\$231,599	1.6%
Bus	\$1,419,053	9.8%
Freeway/Expressway/Interchanges	\$935,440	6.4%
Green Programs	\$500,000	3.4%
Innovation	\$100,000	0.7%
Paratransit	\$113,500	0.8%
Rail/Rapid Transit	\$5,229,000	35.9%
Safe Routes to Schools	\$23,013	0.2%
TDM	\$26,600	0.2%
<b>TOTAL COST</b>	<b>\$14,556,726</b>	<b>100.0%</b>

The CTPL serves as a starting point for developing a financially constrained project list that could serve as an advocacy document for procuring new funding sources, including a possible sales tax measure in 2016.

**Consideration of Outstanding Policy Issue: SWAT Proposal to Designate the Iron Horse Trail and BART as Routes of Regional Significance**

In the course of developing the 2014 update to the Action Plans, the RTPCs took a fresh look at the designation of regional routes. Some RTPCs added routes, while others deleted them. Still others chose to add ~~non-auto facilities~~ trails and BART to the network.

The Lamorinda subarea of SWAT, for example, proposed adding BART, and the TVTC subarea proposed adding the Iron Horse Trail (IHT) as a Regional Route. According to the Authority's adopted policy, however, the Regional Route designation may be applied only to roads: "Does the road connect two or more regions of the County? Does the road cross county boundaries," or carry significant amounts of through traffic or provide access to a regional highway or transit facility?"<sup>1</sup>

We commend SWAT's initiative to broaden the concept of Regional Routes and support innovative approaches that help implement SB 375. SWAT's proposed designation of BART and the Iron Horse Trail reflects the increasing interest in multimodal approaches to solving congestion and access issues and less on auto-oriented solutions.

Staff notes that the CTP and Growth Management Program have always emphasized multimodal approaches. The Authority's policies for establishing objectives for Regional Routes and the actions intended to achieve those objectives have included all modes of travel. While SWAT may be comfortable with the concept of establishing MTSOs for BART and the IHT, other RTPCs are not. During discussion of this issue at both the CTP Task Force, and the TCC, the RTPC managers from WCCTAC, TRANSPAC, and TRANSPLAN indicated that the matter had been fully discussed at the RTPC-TACs, and that local staff in those subareas was for the following reasons, opposed to broadening the definition of RRS to facilities other than roadways.

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<sup>1</sup> CCTA, *Implementation Guide*, (emphasis added) Adopted Jun 16, 2010, p. 23.

For trails:

- Establishing quantitative objectives for bicycle and pedestrian trails could prove difficult
- The concept of “through traffic” for trails is different, or non-existent when compared to highways; most trips are short, and might not cross jurisdictional boundaries.

For BART:

- System requirements for BART are likely to overshadow the specific, local goals that might be established through the cooperative planning process

For both trails and BART:

- Implementing the actions for trails and BART, which are neither owned nor operated by the involved cities, could prove challenging
- The Authority’s currently adopted Action Plan development policy fully recognizes that BART and the regional trail system are indeed key components of the transportation system, and a corridor approach to achieving the MTSOs is strongly encouraged. The corridor approach has proved to be a successful strategy – one that all of the RTPCs can support.

From the Authority’s perspective, a countywide policy that can be applied equally to all RTPCs is needed. Therefore, staff recommends the following approach, which was reviewed and approved by SWAT at its July 7 meeting:

- Allow RTPCs the option to include BART and/or regional trails in their Action Plans as regional routes, but do not formally adopt them into the CTP
- Any MTSOs, actions, review policies, etc. adopted by an RTPC as a result of having designated non-roadway facilities as a RRS would be: a) ~~advisory in nature;~~ b) limited to consideration within the RTPC; and ~~c) de-coupled from the Authority’s GMP compliance requirements~~

SWAT further discussed developing a new nomenclature for these routes. Staff suggests the following:

- For BART in the Lamorinda Action Plan – “Regional Transit Route”
- For the IHT in the Tri-Valley – “Non-motorized Regional Route”.

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### **Update on CTP Public Outreach**

Staff is beginning to implement the Authority's adopted public education and outreach plan for the CTP. This effort will include the following activities:

- On-line CTP engagement tool (late July, early August)
- Regional Community Workshops
- Telephone Town Hall
- Stakeholder tool kits
- Additional outreach using targeted mail to promote the workshops and encourage participation in the online engagement tool (subject to review and approval by the Authority's Ad Hoc CTP Committee)

The following schedule is proposed for presentations to the RTPCs and the public workshops:

<b>RTPC</b>	<b>Presentation to RTPC</b>	<b>Public Workshop</b>
SWAT	Monday, September 8, 2014 3:00pm	September 10, 2014, 7:00 p.m. Lafayette Veterans Hall
TRANSPAC	Thursday, September 11, 2014 9:00am	TBD
TRANSPLAN	Thursday, August 14, 2014 6:00pm	Wednesday, August 6, 2014 (Location TBD)
WCCTAC	Friday, July 25, 2014	TBD
TVTC	Wednesday, September 17, 2014 3:00pm	(See SWAT)

### **Approval to release the Draft CTP and Draft SEIR**

Staff recommends that the Authority review the draft, approve desired changes, and then release the Draft CTP in late July 2014 for a 60-day review by the general public, stakeholders, local jurisdictions, RTPCs, adjacent CMAs, the CAC, and other interested parties.

Staff also recommends Authority approval to release the Draft Supplemental EIR on the 2014 CTP in mid August for the required 45-day review.



# 2014 Countywide Comprehensive Transportation Plan

Volume 1

July 2, 2014

**PRELIMINARY  
DRAFT FOR  
PLANNING  
COMMITTEE  
REVIEW**



CONTRA COSTA  
transportation  
authority  
1989 – 2014

Keeping Contra Costa Moving

TURN ON  
HEADLIGHTS





CONTRA COSTA  
**transportation  
authority**  
1989 – 2014

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## Keeping Contra Costa Moving

### Commissioners

Kevin Romick, Chair, East County,  
City of Oakley  
Julie Pierce, Vice Chair, East County,  
City of Clayton  
Janet Abelson, Mayor, West County,  
City of El Cerrito  
Newell Arnerich, Southwest  
County, Town of Danville  
Tom Butt, West County,  
City of Richmond  
David Durant, Central County,  
City of Pleasant Hill  
Federal Glover,  
County Board of Supervisors  
Dave Hudson, Southwest County,  
City of San Ramon  
Mike Metcalf, Southwest County,  
Town of Moraga

Karen Mitchoff,  
County Board of Supervisors  
Robert Taylor, Mayor, West County,  
City of Brentwood

### Ex-Officio Members

Amy Worth, City of Orinda  
Myrna De Vera, Mayor, City of  
Hercules  
Gail Murray, Director, BART Board  
of Directors

### Executive Director

Randell H. Iwasaki, P.E.

The preparation of this report has been financed through a grant from the U.S. Department of Transportation and the Federal Highway Administration. The content of this report does not necessarily reflect the official views or policy of the U.S. Department of Transportation.

# Volume 1

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# Executive Summary

## OVERVIEW

*The Contra Costa Countywide Transportation Plan, or CTP, is the blueprint for Contra Costa's transportation system over the next 30 years. This long-range vision for transportation identifies the projects, programs, and policies that the Authority Board hopes to pursue over the lifetime of the Plan. The CTP identifies goals for bringing together all modes of travel, networks and operators, to meet the diverse needs of Contra Costa.*

*By improving the transportation system, we can help to address the challenges that a growing population, more jobs, and more traffic will bring. The Plan lays out a vision for our transportation future, the goals and strategies for achieving that vision, and the future transportation investments needed to promote a growing economy, advance technological changes, protect the environment, and improve our quality of life.*

## **CHALLENGES AHEAD**

Census data shows that the population of Contra Costa grew from 804,000 in 1990 to just over one million residents in 2010, an increase of 30 percent over twenty years. New forecasts for the region indicate that, while yearly population growth is slowing slightly, Contra Costa will still add another 270,000 residents by 2040, a 27 percent increase over the next thirty years.

Unlike population, job growth is expected to speed up. Between 1990 and 2010, the number of jobs in Contra Costa grew only 17 percent. We're expecting the rate of job growth to more than double to 35 percent, resulting in nearly half a million jobs by 2040.

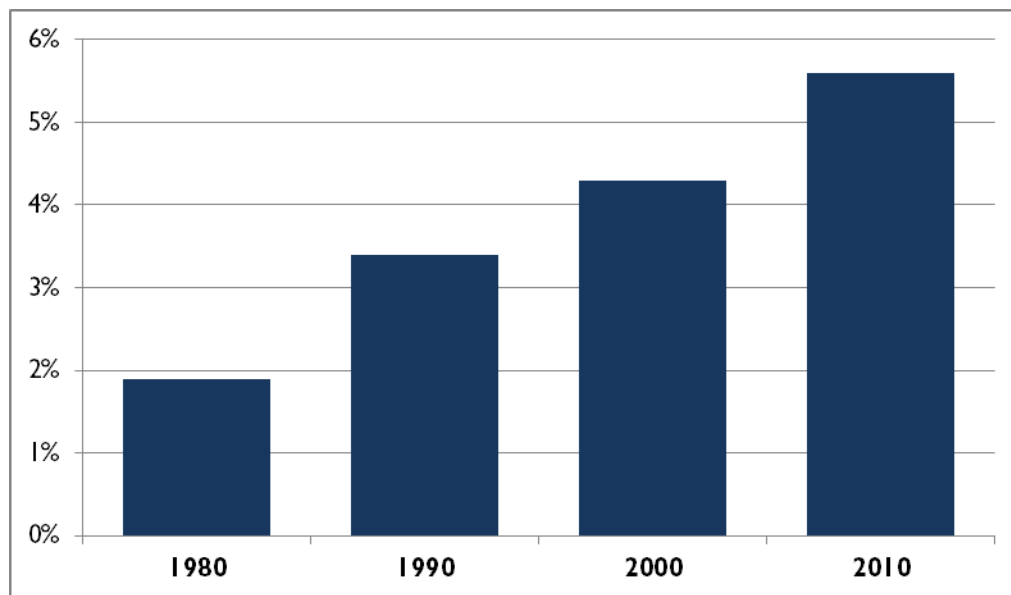
While both jobs and population will increase, some areas of the county will grow faster than others. Population growth in West County, Central County and East County is expected to be the highest, at 29 percent each, followed by Lamorinda and the Tri-Valley, at 16 percent each by 2040. Job growth in East County and Central County is expected to outpace other areas with increases of 40 percent and 37 percent, respectively, with the slowest rate of job growth found in Lamorinda, with an expected increase of 25 percent by 2040.

### **How We Get to Work**

Commuters have a variety of options for getting to work: driving alone, carpooling, taking transit, walking, or biking. Alternatively, in recent years many companies have begun to allow employees to telecommute from home.

Since 1980, the percentage of commuters who drive alone has remained steady at about 70 percent. Similarly, transit ridership has also held steady, at approximately 9 percent. What has changed most dramatically over the 30 years between 1980 and 2010 is the number of people who now indicate they work from home: the percentage of people who work from home has more than doubled, from 1.9 percent in 1980 to 5.6 percent in 2010, as shown in Figure E-1. Will that percentage continue to increase through 2040? And if so, could telecommuting reach levels of 10 to 20 percent? That would be a major balm to congestion.

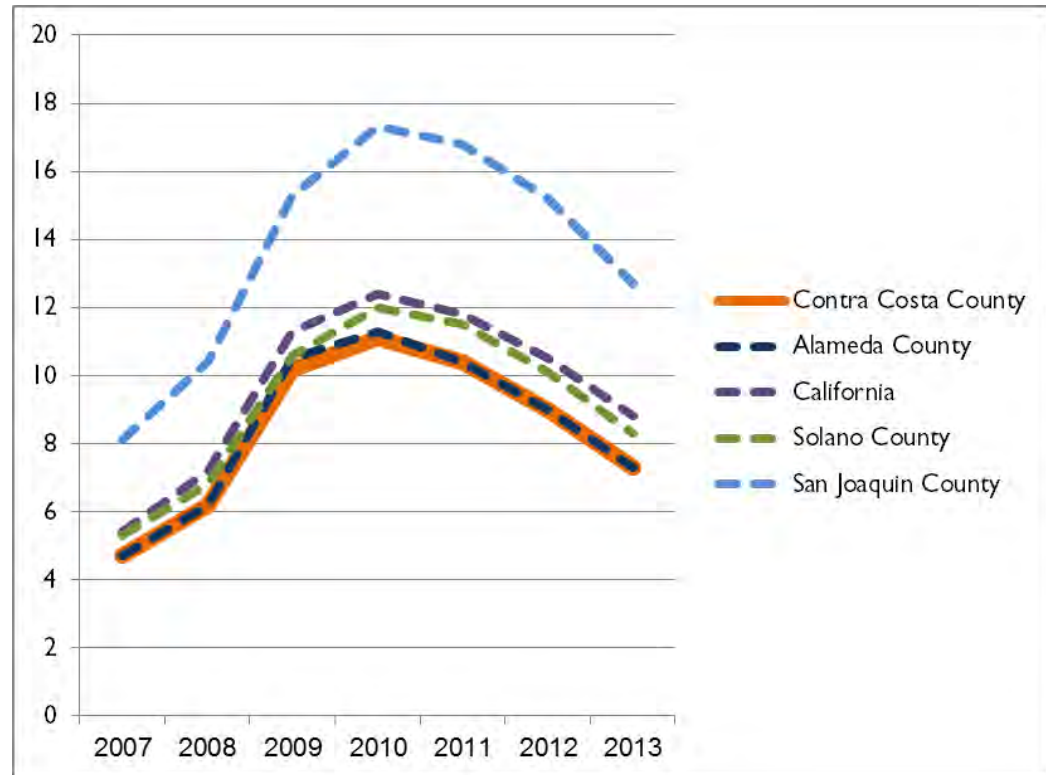
**Figure E-1: Work From Home, Share of Commute Trips, 1980-2010**



Source: CCTA, 2013.

The economy is also recovering from the recent recession. As shown in Figure E-2 below, unemployment levels have been steadily dropping towards pre-recession levels since 2010.

**Figure E-2: Unemployment Rate, 2007-2013**



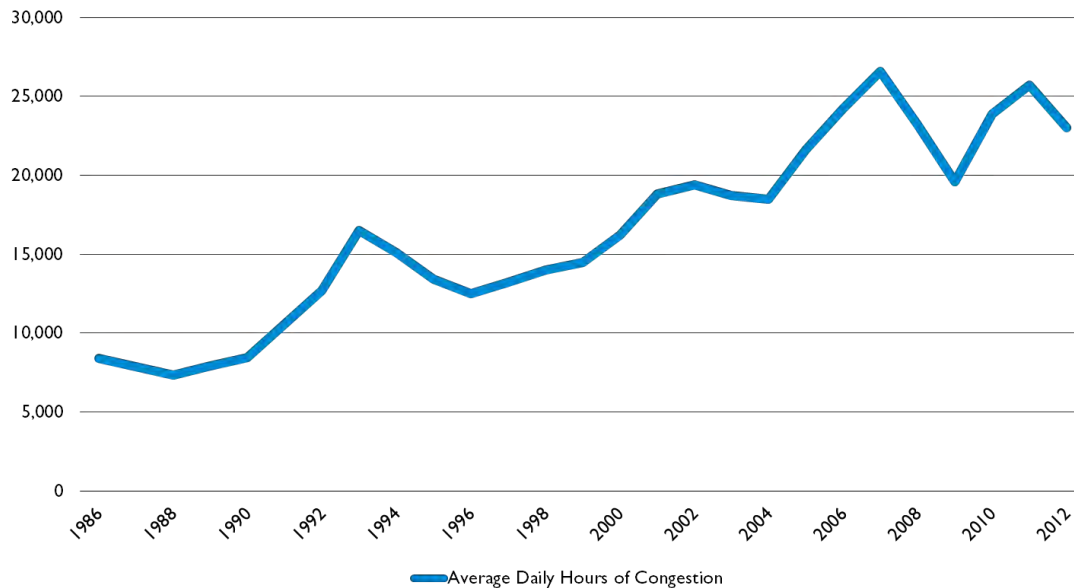
Source: CCTA, 2013.

### **What does this mean for traffic?**

The end of the Great Recession comes as welcome news for the economy and residents of the Bay Area. This may mean, however, more people on the road and on BART and buses, making for heavier traffic and more crowded commutes. Although more residents may work from home to avoid the commute, traffic congestion will remain a growing problem. People will continue to travel from home to work, school, and other destinations. As a result, we can expect past trends (shown in Figure E-3) to continue, with further increases in roadway traffic, and more hours spent on congested roadways.



**Figure E-3: Average Daily Hours of Congestion, 1986-2012**



Source: 1986-2008 Hi-Comp Report; 2009-2012 Mobility Performance Report.

According to our forecasts, by 2040, traffic between East County and Central County will increase by 70 percent. Other corridors will experience significant traffic growth as well.

The good news is that we also expect more people to take transit such as BART or a bus, or switch to walking or bicycling. The number of hours per person that vehicles are driven has been dropping over the last decade, a trend that pre-dates the Great Recession. And there is more good news. California has always been a front-runner in low-emissions vehicle technology. As progress continues, and more hybrid and electric cars join the fleet, harmful emissions from tomorrow's vehicles will be reduced to a small fraction of what they are today.

We also need to look no farther than our own backyard to see what further innovations lie ahead. In Mountain View, the autonomous Google® car is being perfected, and here in Contra Costa we have volunteered to have our streets and

roads serve as a test-bed for a federally-funded pilot program intended to accelerate the deployment of connected-autonomous vehicles (CAVs).

## **CCTA'S GOALS AND STRATEGIES**

The Authority has identified five goals and corresponding strategies for the 2014 CTP.

### **Goals**

1. Support the efficient, safe, and reliable movement of people and goods using all available travel modes;
2. Manage growth to sustain Contra Costa's economy, preserve its environment and support its communities;
3. Expand safe, convenient and affordable alternatives to the single-occupant vehicle;
4. Maintain the transportation system; and
5. Continue to invest wisely to maximize the benefits of available funding.

### **Issues & Opportunities**

The goal of the 2014 CTP is to identify and implement specific actions and strategies that support our shared goal of safe, strong, and efficient transportation networks that improve the quality of life of Contra Costa residents. As we work together to develop solutions for our county, we also need to be mindful of new challenges and opportunities that may affect the CTP's goals.

### **Funding**

Funding is critical to meeting the stated goals of the CTP and helping Contra Costa remain one of the most desirable places to live and work in the Bay Area. In addition to examining how we can most responsibly and efficiently use existing funding sources - such as traditional State and federal funds, Cap and Trade funds, OneBayArea Grants, and voter-approved Measure J funds - we also need to consider new sources of revenue. Open road tolling, congestion pricing at gateways or in central business districts, and pricing based on parking demand are a few potential sources.

### *Changing Travel Choices*

As noted earlier, the number of vehicle miles traveled (VMT) per capita has been decreasing over the last decade. This drop is driven primarily by the changing habits of the “millennials”, the generation born after 1982. This group is driving, and even getting a license to drive, less frequently. Partly, this results from the high cost of owning and operating a vehicle, especially with the significant student debt many millennials carry. And partly it results from changes in where millennials – and many retiring Baby Boomers – are choosing to live, namely in close-in, walkable neighborhoods. This change does not, however, seem related to unemployment. Both states with higher and lower unemployment rates have seen drops in VMT.

If this recent trend continues, it would mean that forecasts of increased congestion may be excessively dire. But even so, we expect that, in many locations, we will see more delays on our roads, especially where people must go further to get to work.

### *Improving Mobility for the Next Generation*

The Authority has long been concerned with how we can continue to maintain and improve our roads, freeways, transit, and pedestrian and bicycle facilities in ways that sustain our economy, our environment and our quality of life.

Making new improvements, while maintaining what we have, is a prominent issue for the 2014 CTP as the Authority addresses new State legislation such as SB 375. This legislation, and the Sustainable Communities Strategies required by it, supports the development of job centers and neighborhoods that are easier to get to by transit and safe and convenient to walk or bicycle in, changes that will reduce the need for long commutes to work, shopping and other destinations.

We also need to ensure that our roads and transit systems are resilient: can we continue to get around following an earthquake? Will increased frequency of storm surges harm our rail lines and roadways?

### *Using Transportation Technology*

Throughout our history, people have used technology to address problems. Over the last two centuries, technology has revolutionized how we move people and goods. Instead of horse-drawn carriages and wind-driven ships, we now rely on trains, planes, buses and cars. These new technologies haven’t been without their downsides. For example, the engines propelling our ships, trains, planes, and

vehicles are a major contributor to greenhouse gas emissions. And the increased speeds these technologies allow have contributed to the sprawling character of many of our communities.



*As technology advances, it is shifting the ways that people use and access the transportation system; for example, real-time ridesharing is facilitated in Contra Costa County by companies such as Carma, pictured above.*

*Source: Noah Berger, CCTA.*

Technology can also help address the negative effects of our modern transportation network. The increased use of electric (or partially electric) vehicles will reduce greenhouse gas emissions in our urban areas (though this may be offset by the need to increase electricity generation), and the increased use of electric vehicles will increase the need for charging infrastructure. While autonomous vehicles may make more efficient use of our roadways and may reduce the number of collisions, they could also require dramatic changes in how we design our roadways.

Other technologies focus on the roadway itself. Intelligent transportation systems, or ITS, can benefit our transportation network by improving safety and efficiency. This benefits the environment by limiting the waste of fuel and reducing greenhouse gas emissions. ITS encompasses many techniques, including electronic toll collection (such as FasTrak in the Bay Area), ramp metering, traffic

signal coordination, and traveler information systems, for freeways, arterials and transit systems.

The 2014 plan considers how this evolving transportation technology should be incorporated into our transportation system.



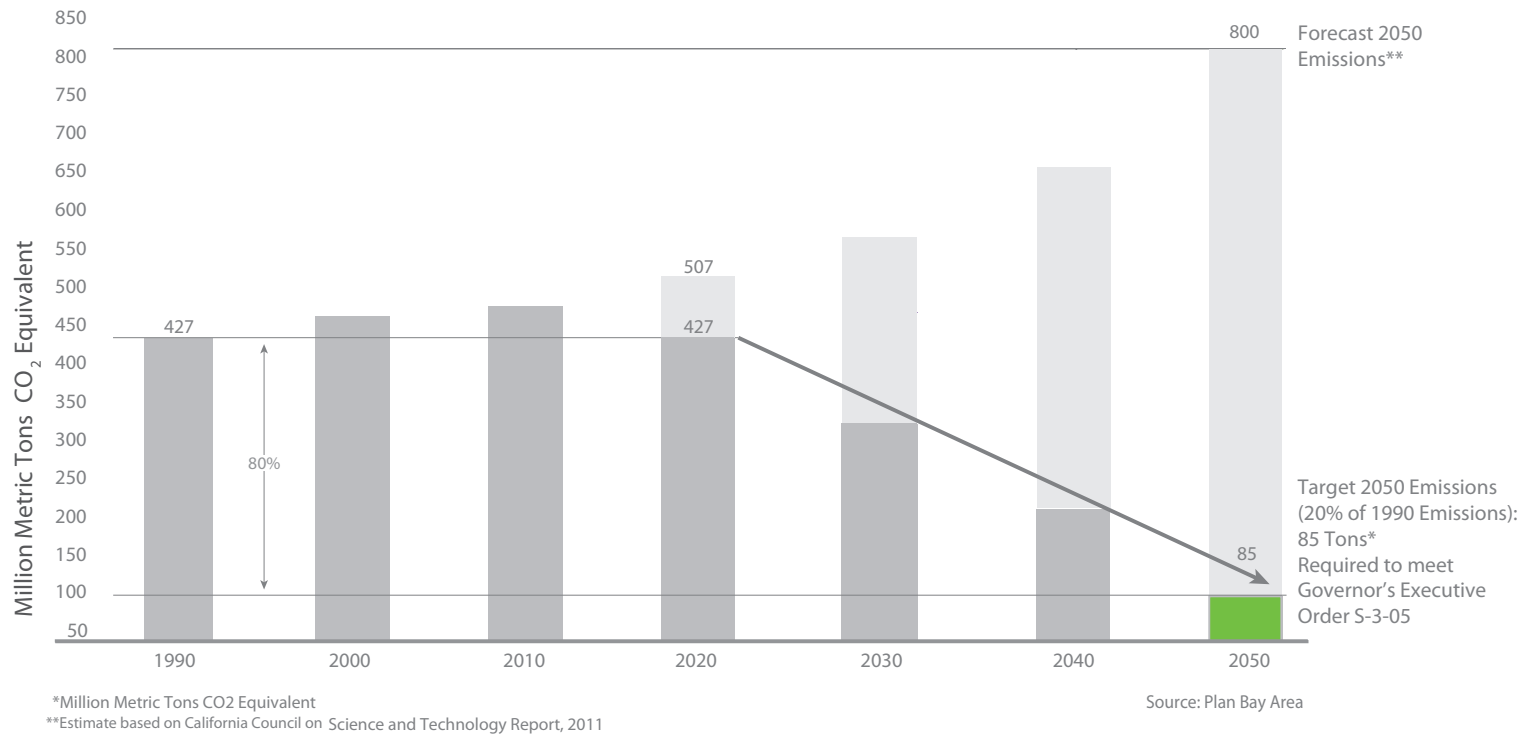
*Technology advancements sometimes require changes to our infrastructure; for example, as electric vehicles are increasingly used across Contra Costa, more electric vehicle charging stations are needed to support them.*

*Source: Noah Berger, CCTA.*

### ***Managing the Effects of Greenhouse Gases***

Climate change will have to be considered in our growth management plan due to the California Governor's order mandating an 80 percent reduction of greenhouse gases below 1990 levels by 2050, as shown in Figure E-4. Any efforts to increase the resiliency of the our transportation system in light of future sea level rise will also need to take into account future vulnerabilities, such as bay-lands and access points near San Francisco Bay and the implications for infrastructure and land use.

**Figure E-4: Reaching Statewide AB 32 GHG Reduction Targets**





## **COOPERATIVE PLANNING**

The 2014 CTP relies on collaboration with and between our partners, both at the countywide and regional levels. As a critical component of the countywide transportation planning process, each of the county's five Regional Transportation Planning Committees (RTPCs) creates an Action Plan, which identifies a complete list of Actions to be completed as a result of the Action Plan. The 2014 Action Plans are unique in the sense that they focus on additional consideration of multimodal transit options including pedestrian and bicycling facility improvements and changes.

The 2014 updates of the plans also demonstrate an increased concern for intra-regional routes and impact of traffic diverting from inter-regional routes, increased support for freeway management strategies, and the recognition of BART and freeway management as important inter-regional strategies. The Growth Management Program (GMP), which is Contra Costa's program to enforce collaborative transportation and land use planning, began a new stage when Measure J passed in 2009. With the implementation of Measure J, the GMP remains in effect through 2034.

### **Role of Action Plans in Identifying and Evaluating New Projects**

As part of the Action Plan planning process, each RTPC identified projects and programs in the form of Actions to be included in the Action Plan for the Routes of Regional Significance. The 2014 Action Plans used the 2009 Action Plans as a base, with new Actions and Regional Routes of Significance identified through discussion, collaboration, and reviewing by each committee. Each Action Plan states its vision, goals, and policies; designates Routes of Regional Significance; sets objectives for these routes; and presents specific Actions to achieve these objectives. The Actions are listed on both a route-by-route and a regional scale and aim to support the transportation objectives as specified by each RTPC's respective committee(s). Figure E-6 shows the Action Plan approval process.

### **The Growth Management Program (GMP)**

The GMP will continue to provide cooperative planning on a countywide basis, as mandated by Measure J. So far, the GMP has vastly improved interjurisdictional communications regarding transportation and land use issues. By working with the cities and towns to manage growth, the Authority has facilitated creation of a regional mitigation program that has generated more than \$250 million in new revenues for regional transportation projects. The GMP will continue to

be implemented in accordance with the requirements of Measure J through 2034. As shown in Figure E-5, the Measure J GMP has seven components that local jurisdictions must implement to maintain compliance with the GMP, and receive funding for local streets and roads in return.

**Figure E-5: The Measure J Growth Management Program**



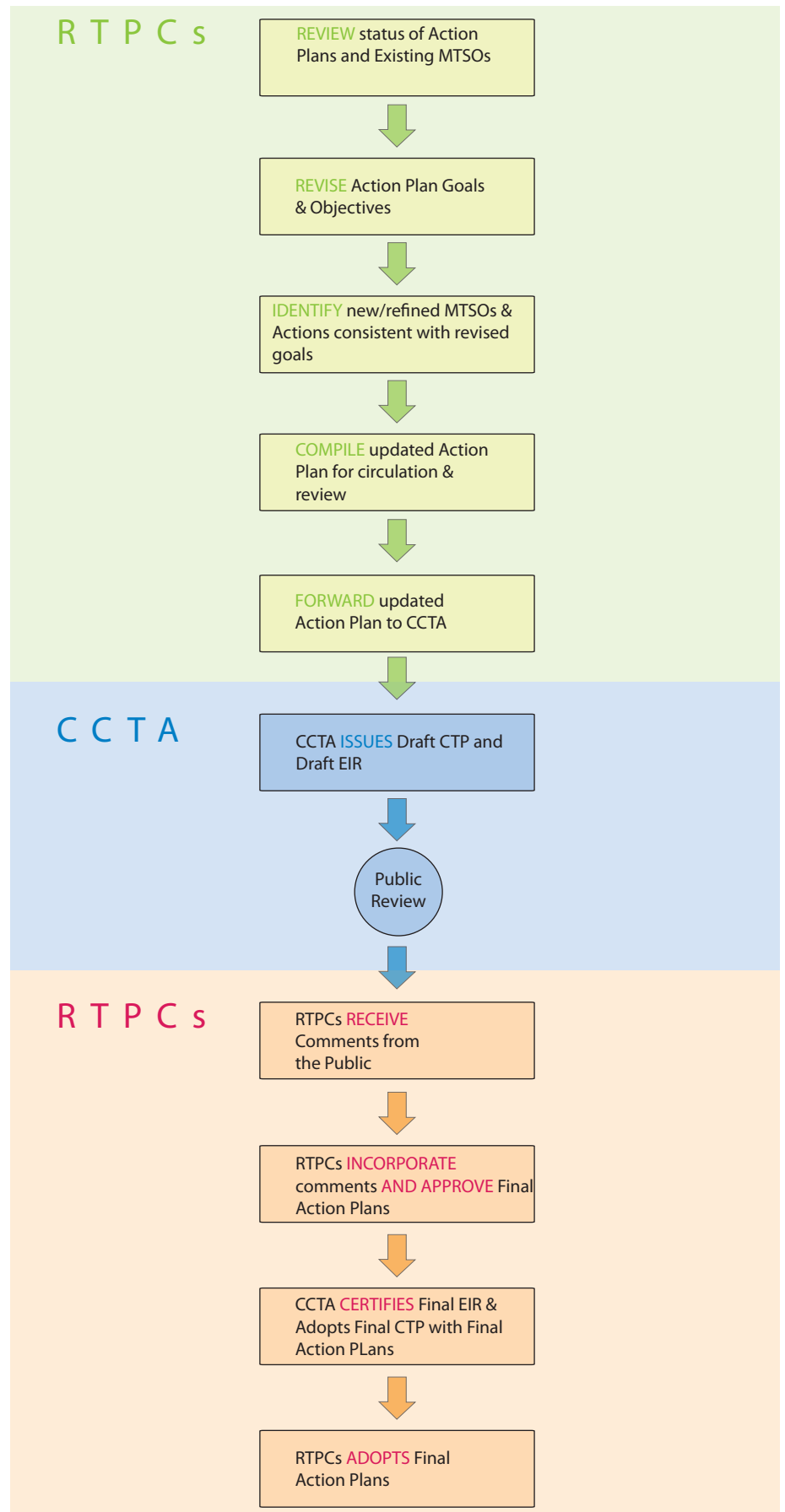
### Implementing Plan Bay Area

Adopted last year, Plan Bay Area is the Bay Area's long-term transportation, land use, and housing strategy through the year 2040. It includes the Bay Area's Regional Transportation Plan and Sustainable Communities Strategy. Plan Bay Area was created by the Metropolitan Transportation Commission (MTC) and the Association of Bay Area Governments (ABAG) in response to State legislation (SB 375). Plan Bay Area envisioned that implementation details would be taken up in partnership with transportation planning agencies and local jurisdictions. As such, the 2014 CTP addresses how elements included in Plan Bay Area fit into our vision for Contra Costa.



Figure E-6: Action Plan Development and Approval Process

Action Plan Process Update



Elements of Plan Bay Area that are reflected in this plan include:

- Priority Development Areas (PDAs);
- Use of California Cap and Trade funds;
- Other initiatives, including those for freeway performance, carpooling and vanpooling, smart driving strategies, streamlining the environmental review process, goods movement, and industrial lands inventories;
- MTC's Regional Prosperity Plan, which removes barriers for the disadvantaged and discusses the unresolved regional issues of mobility and equity;
- Complete Streets, which serve all modes, and reasonable accommodations for all modes; and
- How and when to incorporate Plan Bay Area's land use forecasts for transportation into model updates.

## **IMPLEMENTING THE PLAN**

The 2014 CTP will play an important role in shaping our transportation policy and investment decisions. But how will the Plan be carried out? The Authority will need to work with many agencies to fund and prioritize the programs and projects that will work towards achieving its goals. The CTP outlines the strategies, the partnerships and the guidelines essential for a smooth transition from concept to reality, building on lessons learned since the first CTP was prepared in 1995.

Detailed implementation tasks fall under the following seven broad categories:

- Implement Measure J funding programs
- Plan for Contra Costa's transportation future
- Support growth management
- Develop transportation improvements
- Improve system management

- Build and maintain partnerships
- Fund transportation improvements

The 2014 CTP represents the Authority's long-term plan for achieving a healthy environment and a strong economy that benefits the people and areas of Contra Costa through investment in our transportation system, cooperative planning and growth management. Working with its partner agencies, the Authority will apply these strategies outlined in the 2014 CTP to achieve the vision for Contra Costa's future.

## **FUNDING OVERVIEW**

Over the life of Measure J, the Authority anticipates total revenues of \$2.7 billion (escalated dollars) from the one-half percent sales tax. Of these, about 58 percent, or \$1.56 billion, is dedicated to programs such as local streets and roads, bus operations, and Transportation for Livable Communities. The remaining 42 percent, or \$1.14 billion, goes to specific transportation projects.

Measure C (1988-2004) had a different project/program split. Of the \$1.1 billion generated by Measure C, specific transportation projects received 60 percent of total revenues, while programs received 40 percent.

Measures C and J have made a substantial dent in funding needed for projects and programs, not only from the revenues they generated, but also the funding they attracted from other sources. As shown in the table below, total past and future project expenditures, including state and federal funds leveraged by Measures C and J, total \$6.5 billion.

**TABLE E-1: MEASURES C AND J PAST AND FUTURE PROJECT EXPENDITURES**

MEASURE C AND MEASURE J (X \$1,000)	PAST	UPCOMING	TOTAL
Roadway (highways, arterials and maintenance)	\$754,989	\$1,030,733	\$1,785,722
Transit (bus, ferry, express bus, paratransit, commute alternatives)	\$433,548	\$737,643	\$1,171,192
Pedestrian & Bicycle (TLC, trails, safe transport for children, subregional needs)	\$11,152	\$322,812	\$333,964
Other	\$143,915	\$372,998	\$516,913
<b>Subtotal</b>	<b>\$1,343,605</b>	<b>\$2,464,187</b>	<b>\$3,807,792</b>
Leveraged funds on Measure C & J projects	\$1,721,000	\$970,000	\$2,691,000
<b>TOTAL FUNDS</b>	<b>\$2,064,605</b>	<b>\$3,434,187</b>	<b>\$6,498,792</b>

The CTP contains a detailed listing of projects covering all modes of transport. As shown in the table below, the total cost of proposed future projects is estimated at nearly \$11.7 billion, of which only \$4.8 billion is funded through local, regional, state, and federal sources

**TABLE E-2: TOTAL COSTS OF PROPOSED FUTURE PROJECTS**

PROJECT TYPE	TOTAL COST (\$1,000)	SHARE OF TOTAL
Arterial/Roadway	\$1,954,075	16.8%
Bicycle/Pedestrian/SR2S/TLC	\$579,159	5.0%
Transit	\$5,072,089	43.5%
Freeway/Expressway/Interchanges	\$3,875,997	33.3%
Intermodal/Park-and-Ride	\$131,854	1.1%
Studies	\$38,035	1.3%
<b>TOTAL COST</b>	<b>\$11,651,209</b>	<b>100.0%</b>

In addition to the projects, there are a number of transportation programs that are needed to preserve, protect, and operate our investments and to serve our travellers. The CTP estimates that approximately \$14 billion would be required to carry these programs through to 2040. Of this, only \$11.4 billion is funded. The following table summarizes the cost by program type.

**TABLE E-3: TOTAL COSTS OF PROPOSED PROGRAMS**

PROGRAM TYPE	TOTAL COST (X \$1,000)	SHARE OF TOTAL
Arterial/Roadway	\$5,977,720	41.1%
Bicycle/Pedestrian	\$231,599	1.6%
Bus	\$1,419,053	9.8%
Freeway/Expressway/Interchanges	\$935,440	6.4%
Green Programs	\$500,000	3.4%
Innovation	\$100,000	0.7%
Paratransit	\$113,500	0.8%
Rail/Rapid Transit	\$5,229,000	35.9%
Safe Routes to Schools	\$23,013	0.2%
TDM	\$26,600	0.2%
<b>TOTAL COST</b>	<b>\$14,556,726</b>	<b>100.0%</b>

A major challenge facing the Authority is to prioritize this \$26 billion in projects and programs, and determine which should receive highest priority over the next 30 years. In addition, the Authority must seek new sources of funding to bridge an approximate \$10 billion funding gap. Through renewal of the sales tax measure, and by keeping a close eye on other funding opportunities that may present themselves, the Authority will continue working diligently to achieve Contra Costa's transportation vision for 2040.

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June 30, 2014

El Cerrito

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

Hercules

RE: WCCTAC Board Meeting Summary

Pinole

Dear Randy:

The WCCTAC Board at its June 27th meeting took the following actions that may be of interest to CCTA:

Richmond

1. Approved Measure J claims for FY 15 Program 19b Additional Bus Service Enhancements for WestCAT and AC Transit;

San Pablo

2. Approved Final Agency Work Program, Budget and Dues;

3. Approved use of CBTP funds for use with the County Public Works Complete Streets PDA grant, assuming the County receives a PDA grant;

Contra Costa  
County

4. Discussed possible uses of 28b Subregional Needs Fund Uses; staff will prepare possible return to source scenarios at July meeting;

5. Approved a \$72,000 polling option with EMC Research for west county specific interviews and surveys of both voters and non-voters;

AC Transit

6. Approved holding future Board meetings at the El Cerrito City Hall Chambers.

BART

Sincerely,

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

WestCAT

John Nemeth  
Executive Director

cc: Danice Rosenbohm, CCTA; Barbara Neustadter, TRANSPAC; Jamar Stamps, Robert Sarmiento, TRANSPLAN; Andy Dillard, SWAT

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

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

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