

El Cerrito	MEETING NOTICE AND AGENDA		
	DATE & TIME: January 28, 2022 • 8:00 AM – 10:00 AM		
Hercules	REMOTE ACCESS: https://us02web.zoom.us/j/7321058840?pwd=c1dMVjJydlBoYk0yYWVVZVlmWHZ4Zz09		
	MEETING ID#: 732 105 8840 PASSWORD (if requested): WCCTAC2020		
Pinole	<b>Shelter-In-Place Order and Teleconference</b> The Contra Costa County Health Officer issued an order directing residents to <u>shelter in</u> <u>place</u> , due to COVID-19. The order limits activity, travel, and business functions to only those that are essential.		
Richmond San Pablo	<b>Remote Participation Only</b> As a result of the COVID-19 public health emergency, including the County Health Officer and Governor's directives for everyone to shelter in place, <b>there will be no</b> <b>physical location for the Board Meeting</b> . Board members will attend via teleconference and members of the public are invited to attend the meeting and <u>participate remotely</u> .		
Contra Costa County	Pursuant to the Governor's Executive Order N-29-20, Board members: Chris Kelley, Norma Martinez-Ruben, Rita Xavier, Tom Butt, Demnlus Johnson, Eduardo Martinez, Paul Fadelli, John Gioia, Jovanka Beckles, Maureen Powers, and Lateefah Simon may be attending this meeting via teleconference, as may WCCTAC Alternate Board Members. Any votes conducted during the teleconferencing session will be conducted by roll call.		
	The public may observe and address the WCCTAC Board in the following ways:		
AC Transit	<b>Remote Viewing/Listening</b> Webinar: To observe the meeting by video conference, utilizing the Zoom platform, please click on this link (same link as shown above) to join the webinar at the noticed meeting time: https://us02web.zoom.us/j/7321058840?pwd=c1dMVjJydlBoYk0yYWVVZVImWHZ4Zz09		
BART	Phone: Dial the following number, enter the participant PIN followed by # to confirm: +1 669 900 6833 Meeting ID: 732 105 8840		
WestCAT	Password: 066620		

### Public Comment via Teleconference

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

Participants may use the chat function on Zoom or physically raise their hands to indicate if they wish to speak on a particular item.

**Written Comment** (accepted until the start of the meeting, unless otherwise noted on the meeting agenda). Public comments received by 5:00 p.m. on the evening before the Board meeting date will be provided to the WCCTAC Board and heard before Board action. Comments may be submitted by email to vjenkins@wcctac.org.

Comments may also be submitted via e-mail to vjenkins@wcctac.org at any time prior to closure of the public comment portion of the item(s) under consideration. All written comments will be included in the record.

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

- **1.** Call to Order and Board Member Roll Call. (Chris Kelley Chair)
- 2. Public Comment. The public is welcome to address the Board on any item that is not listed on the agenda.
- **3.** Election of Officers:
  - a. CCTA Representative (even-year term),
  - b. WCCTAC Chair,
  - c. WCCTAC Vice-Chair.

(Attachment; Recommended Action: Elect board members to positions)

### CONSENT CALENDAR

- **4. Minutes of December 10, 2021 Board Meeting.** (*Attachment; Recommended Action: Approve*)
- 5. Monthly Update on WCCTAC Activities. (Attachment; Information only)
- **6. Financial Reports.** Due to staff turnover at the City of San Pablo, these reports were not available. Staff will include both the December and January reports in the February meeting packet.
- 7. Payment of Invoices over \$10,000. None (*No attachment; Information only*)

- 8. STMP Funding Agreement with City of San Pablo for the San Pablo Avenue Bridge Replacement and Roadway Realignment Project. At its May 28, 2021 meeting, the WCCTAC Board allocated Sub-regional Transportation Mitigation Program (STMP) funding to seven projects, including one for \$668,000 in the City of San Pablo for the San Pablo Avenue Bridge Replacement and Roadway Realignment Project. The cooperative funding agreement with the City of San Pablo is attached, included as an exhibit to Resolution 22-02. The agreement formalizes the Board's allocation and allows the project sponsor to receive funds. (Attachments, Recommended Action: Adopt Resolution No. 22-02, authorizing the Executive Director to execute a Cooperative Funding Agreement with the City of San Pablo)
- **9. AB 361 Resolution to Continue Teleconferenced Meetings.** AB 361 allows the Board to continue meeting virtually during a State of Emergency upon the Board making certain findings that meeting in person would present imminent risks to the health or safety as attendees. Resolution No 22-03 provides the necessary findings for the Board of Directors and TAC to continue meeting virtually. (Attachment; Recommended Action: Adopt Resolution 22-03)

### REGULAR AGENDA ITEMS

**10. Overview of the West County Action Plan 2022 Update.** CCTA has initiated the process of updating its Action Plans for Routes of Regional Significance. A representative from their consultant team will review the elements of the West County document, the update process, and the schedule. As the draft plan is further developed, this item will return to the WCCTAC Board for its input on the content. (*Torina Wilson - Placeworks, Inc; Attachment; Recommended Action: Information Only*)

### STANDING ITEMS

### 11. Board and Staff Comments.

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

### 12. General Information Items.

- a. Letter to CCTA Executive Director with December 10, 2021 Summary of Board Actions
- b. Acronym List
- **13. Adjourn.** The next regular meeting is on February 25, 2022 @ 8:00 a.m. The meeting will be held remotely (see next agenda for details)

- In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in the WCCTAC Board meeting, or if you need a copy of the agenda and/or agenda packet materials in an alternative format, please contact Valerie Jenkins at 510.210.5930 prior to the meeting.
- If you have special transportation requirements and would like to attend the meeting, please call the phone number above at least 48 hours in advance to make arrangements.
- Handouts provided at the meeting are available upon request and may also be viewed at WCCTAC's offices.
- Please refrain from wearing scented products to the meeting, as there may be attendees susceptible to environmental illnesses. Please also put cellular phones on silent mode during the meeting.
- A meeting sign-in sheet will be circulated at the meeting. Sign-in is optional.



RE:	Election of Officers		
FR:	John Nemeth, Executive Director		
TO:	WCCTAC Board	DATE:	January 28, 2022

### **REQUESTED ACTION**

Elect members to the following positions: a. CCTA Representative (even-year term), b. WCCTAC Chair, and c. WCCTAC Vice-Chair.

### BACKGROUND AND DISCUSSION

### a. CCTA Even-Year Representative

Chris Kelley was elected as WCCTAC's "even-year" CCTA representative in 2020. Her twoyear term expires on January 31, 2022. There are no term limits for this position and Director Kelley can be re-appointed. The "even-year" representative sits on the full CCTA Board and on the Planning Committee.

Tom Butt is the "odd-year" representative and sits on the Administration & Projects Committee. His term expires on January 31, 2023. The "odd-year" and "even-year" representatives are each other's alternates for the Committees on which they sit.

According to the WCCTAC Joint Exercise of Powers Agreement (JPA) Section 9 (A) (3) (c), only the Cities and County may vote for CCTA Representatives – six votes total (one each – El Cerrito, Hercules, Pinole, Richmond, San Pablo, Contra Costa County). Four votes are required for appointment.

### b. WCCTAC Chair

Chris Kelley is the current Chair and was elected in January 2021. The term for the Chair is one year and there are no term limits. All members may vote for the Board Chair and any member can serve. The term for the newly elected Chair will begin on February 1, 2022.

### c. WCCTAC Vice-Chair

Demnlus Johnson is the current Vice-Chair and was elected in January 2021. The term for the Vice-Chair is one year and there are no term limits. All members may vote for the Vice-Chair and any member can serve as Vice-Chair. The term for the newly elected Vice-Chair will begin on February 1, 2022.

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### West Contra Costa Transportation Advisory Committee Board of Directors Meeting Meeting Minutes December 10, 2021

**MEMBERS PRESENT**: Chris Kelley, Chair (Hercules); Paul Fadelli (El Cerrito); Eduardo Martinez (Richmond); Rita Xavier (San Pablo); Tom Butt (Richmond); Norma Martinez-Ruben (Pinole); Maureen Powers (WestCAT)

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

ACTIONS LISTED BY: Valerie Jenkins

Meeting Called to Order: 8:00am

**Public Comment:** Bruce Beyaert, the Chair of TRAC, said that on the Point Pinole and Wilson Point Bay Trail segment, having both motorized vehicles (like e-bikes) and pedestrians along the trail will be difficult for both. He suggested that to keep the integrity of the project, there should be separate trails for different user types to ensure safety.

### **CONSENT CALENDAR**

Motion by *Director Butt;* seconded by *Director Xavier;* Yes- C. Kelley, R. Xavier, P. Fadelli, T. Butt, M. Powers, E. Martinez, J. Beckles No- none Abstention-N. Martinez-Ruben Motion passed unanimously

Item #3. Approved: Minutes of October 22, 2022 Board Meeting.

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

Item #5. *Received:* Financial Reports October 2021.

**Item #6.** *Received*: **Invoices over \$10,000.** Paid \$40,000 to WestCAT for transit passes for the TDM program's Pass2Class effort.

Item #7. *Adopted:* Resolution 21-11. AB 361 Resolution to Continue Teleconferenced Meetings.

Item #8. Approved: 2022 TAC and Board Meeting Calendar.

**Item #9.** *Appointed:* for two-year terms to the CBPAC, Coire Reilly as the staff representative; Leah Greenblat as the staff alternate; Bill Pinkham as the citizen representative; Heather Cunningham as the citizen alternate.

### **REGULAR AGENDA ITEMS**

ITEM/DISCUSSION	ACTION
Item #10	Information Only
San Pablo Avenue Bridge Replacement Project and Intersection Realignment	Allan Panagiban and Ronalyn Nonato, of City of San Pablo staff, provided an overview on the San
	Pablo Ave bridge replacement project. They noted that the bridge was deemed structurally deficient and with the replacement of the bridge, there would be a possible realignment of the intersections at Road 20 and 23 <sup>rd</sup> Street. One aim of the project is to provide better bicycle paths and pedestrian access and circulation in the area.
Item #11	Information Only
Update on Bay Trail in West Contra Costa	Sean Dugan, of East Bay Regional Park District (EBRPD) staff, updated the Board on the Bay Trail sttaus in West Contra Costa County. He discussed the completion of a segment to Lone Tree Point, the EBRPD's approach to the remaining gap between Point Pinole and Wilson Point, and the policy approach to new forms of mobility, such as e-bikes.

Meeting Adjourned: 9:03am



TO: WCCTAC Board

**DATE:** January 28, 2022

- FR: John Nemeth, Executive Director
- **RE:** Monthly Update on WCCTAC Activities

### Winter Walk Challenge



WCCTAC's TDM program, in concert with 511 Contra Costa, is launching the Winter Walk Challenge again this year. The program encourages people to replace local driving trips with walking. The program is cost-free for participants and provides environmental and health benefits. County residents can sign up on the 511CC website (<u>https://511contracosta.org/walk/winter-walk-challenge/</u>) and receive a new challenge each Monday, through March. Participants can earn entries in weekly drawings for \$35 Amazon gift cards and be entered to win the iPad Grand Prize.

### West County Action Plan

CCTA has initiated updates to Action Plans for Routes of Regional Significance. Each Regional Transportation Planning Committee (RTPC) will develop its own, distinct plan. The West County Action Plan will serve as a guiding policy document for WCCTAC and will also be used to shape the Countywide Transportation Plan (CTP) Update, which will begin later this year. Using on-call consultant, Placeworks, CCTA is expanding its definition of Routes of Regional Significance to encompass more than roadways. To date, Placeworks has met with the WCCTAC TAC three times to review the previous plan's goals and projects and sketch out transit, bicycle and pedestrian networks. At its January meeting, the WCCTAC Board will receive an overview of the update process. As draft materials are further developed, the consultants will return to the Board to gather its input on the plan's development of goals, objectives, actions, projects, and programs.

### The 2022 Trails for Richmond Action Committee (TRAC) Report

The Trails for Richmond Action Committee (TRAC) just released its 23<sup>rd</sup> annual report, along with its signature map showing the status of trails in the Richmond area. The report highlights the progress that has been made in the last year including: the City of Richmond moving to adopt and implement the Ferry to Bridge to Greenway Complete Streets Plan (F2B2G Plan), the East Bay Regional Park (EBRPD) planning to extend the Bay Trail northward from Point Pinole to Point Wilson, and both the City of Richmond and EBPRD securing grants for building the Point Molate Bay Trail. WCCTAC has provided funding to advance several trail segments as noted in the report. The full report can be viewed at the following link:

https://www.pointrichmond.com/baytrail/22\_0110\_TRAC\_New\_Year\_Report\_2022.pdf



### Take 10 - AC Transit Transbay Bus Promotion



WCCTAC's TDM Program, in concert with 511 Contra Costa, has launched a new program to promote AC Transit's Transbay bus lines known as *"Take 10"*. The program offers 10 free transbay bus trips, delivered digitally through project partner Token Transit. It aims to encourage commuters to skip driving and try taking the transbay bus instead. The offer will run through at least the month of January, and probably longer if there is interest in the community. Those interested can apply here: <u>511cc.org/transbay</u>

### **City of Richmond Upcoming Ribbon Cutting for New E-Shuttle**

A new electric shuttle is being launched in the City of Richmond, with a ribbon-cutting o be held sometime in early February. Supervisor Gioia, Mayor Butt, and State Senator Nancy Skinner have all been invited to speak. WCCTAC staff will keep its Board, TAC, and interested parties apprised of the event's day and time. For more details, contact Richmond staff member Denee Evans at <u>denee.evans@ci.richmond.ca.us</u>.

### WCCTAC Office Equipment Change

WCCTAC recently switched its printer/copier/scanner through its copier lease. The newer machine is both more modern and less expensive and will save WCCTAC \$1,200 per year. The previous machine had certain advanced functions that WCCTAC did not use and ultimately did not need.



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### WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE RESOLUTION NO. 22-02

### AUTHORIZING AN ALLOCATION OF SUBREGIONAL TRANSPORTATION MITIGATION PROGRAM (STMP) FUNDS FROM WCCTAC TO THE CITY OF SAN PABLO AND AUTHORIZING THE WCCTAC EXECUTIVE DIRECTOR TO EXECUTE A COOPERATIVE FUNDING AGREEMENT FOR THE SAN PABLO BRIDGE REPLACEMENT AND INTERSECTION REALIGNMENT IMPROVEMENT PROJECT IN A FORM APPROVED BY GENERAL COUNSEL

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

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

**WHEREAS**, the 2019 Update of the Subregional Transportation Mitigation Program's Nexus Study included Project 16: Local Streets and Roads-; and

**WHEREAS**, the Subregional Transportation Mitigation Program explicitly allows for funding for San Pablo Bridge Replacement and Intersection Realignment Improvement Project (the Project); and

**WHEREAS**, on May 28, 2021, the Board of Directors of WCCTAC approved an allocation of \$668,000 in STMP funds to the City of San Pablo for the Project; and

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

**WHEREAS**, the City of San Pablo's City Council plans to consider the Cooperative Funding Agreement at an upcoming meeting; and

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

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

1. Does hereby authorize the allocation of STMP funds to the City of San Pablo in the amount of \$668,000 in STMP funds to partially fund the Project pursuant to the terms of the Cooperative Agreement attached hereto and incorporated herein by reference as <u>Exhibit A</u>.

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

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

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

The foregoing Resolution was adopted by the WCCTAC Board at a regular meeting on January 28, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By:\_\_\_

Chris Kelley, Chair

Attest:

John Nemeth, Executive Director

Approved as to Form:

Kristopher J. Kokotaylo, General Counsel

3203330.1

### COOPERATIVE FUNDING AGREEMENT BETWEEN WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE AND City of San Pablo

### San Pablo Avenue Bridge Replacement and Intersection Realignment Project

This AGREEMENT is made and entered into as of <u>9/18/2021</u>, (the "Effective Date") by and between the West Contra Costa Transportation Advisory Committee ("WCCTAC"), a Joint Exercise of Powers Agency organized pursuant to California Government Code Section 6500, *et. seq.*, among the cities of El Cerrito, Hercules, Pinole, Richmond, and San Pablo, the County of Contra Costa, and the transit agencies AC Transit, Bay Area Rapid Transit District, and Western Contra Costa Transit Authority, with offices located at 6333 Potrero Avenue, Suite 100, El Cerrito, CA 94530, and City of San Pablo, a municipal corporation.

WCCTAC and City of San Pablo ("Agency") shall sometimes be referred to collectively herein as the "Parties" and individually as a "Party."

### **RECITALS**

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

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

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

**WHEREAS**, at its May 28, 2021 meeting, the WCCTAC Board of Directors approved an appropriation of six hundred and sixty-eight thousand dollars (\$668,000) in STMP funds to Agency towards the Project.

Now, therefore, the Parties hereby agree as follows:

### SECTION 1 SCOPE OF WORK

**1.1** <u>Scope of Work</u>. Subject to the terms and conditions set forth in this Agreement, Agency shall perform or cause to perform the work described in the scope of work attached as Exhibit A, and incorporated herein (the "Scope of Work"), at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

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

### SECTION 2 FUNDING OBLIGATIONS

2.1 <u>Funding</u>. In accordance with the WCCTAC Master Cooperative Agreement pertaining to the 2019 STMP, and subject to available funding, WCCTAC hereby agrees to fund Agency's Project in a sum not to exceed six hundred and sixty-eight thousand dollars, (\$668,000) notwithstanding any contrary indications that may be contained in Agency or any third-party proposal for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and

Agency's Scope of Work, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail.

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

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

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

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

### SECTION 3 GENERAL PROVISIONS

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

- c. By mutual consent of both Parties, this Agreement may be terminated at any time.
- d. This Agreement may be terminated by WCCTAC if funding for Agency's Project is no longer available by operation of law, or by action taken by the WCCTAC Board of Directors to reallocate funds.
- e. In no event shall the Parties terminate this Agreement if such termination would conflict with, cause a default under, or otherwise violate the terms or conditions of any revenue bonds.
- **3.5** <u>Waiver of Claims Against WCCTAC</u>. Agency waives all claims by Agency, its directors, supervisors, officers, employees, or agents against WCCTAC, its commissioners, officers, employees, or agents for damages, loss, injury and/or liability, direct or indirect, resulting from Agency's participation in the Project. Agency's waiver shall not apply to liability arising from and caused by the sole negligence or willful misconduct of WCCTAC, its commissioners, officers, employees, officers, employees, or agents.
- **3.6** <u>Indemnity</u>. Agency shall defend, indemnify and hold harmless WCCTAC, its governing board, member agencies, officers, employees, and agents from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, reasonable attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Agency's performance of any work under this Agreement, except such Liability caused by the sole negligence or willful misconduct of WCCTAC. With respect to any claims brought against Agency by a third party, Agency waives any and all rights of any type to express or implied indemnity by WCCTAC.
- **3.7** <u>Notices</u>. All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:
  - a. When delivered by first class mail, postage prepaid, notice shall be deemed delivered three (3) business days after deposit in the United States Mail.
  - b. When mailed by certified mail with return receipt requested, notice is effective upon receipt if delivery is confirmed by a return receipt.
  - c. When delivered by overnight delivery by a nationally recognized overnight courier, notice shall be deemed delivered one (1) business day after deposit with that courier.
  - d. When personally delivered to the recipient, notice shall be deemed delivered on the date personally delivered.
  - e. The place for delivery of all notices under this Agreement shall be as follows:

### If to WCCTAC:

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

with a Copy to:

Kristopher J. Kokotaylo, Legal Counsel Meyers Nave 1999 Harrison Street, 9<sup>th</sup> Floor Oakland, CA 94612

If to Agency:

Matt Rodriguez, City Manager City of San Pablo 1000 Gateway Avenue San Pablo, CA 94806

- **3.8** <u>Additional Acts and Documents</u>. Each Party agrees to do all such things and take all such actions, and to make, execute, and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent, and purpose of this Agreement.
- **3.9** <u>Integration</u>. This Agreement represents the entire agreement of the Parties with respect to the subject matter. No representations, warranties, inducement, or oral agreements have been made by any of the Parties except as expressly set forth in this Agreement.
- **3.10** <u>Governing Law.</u> The laws of the State of California shall govern this Agreement. Agency and any consultants and contractors shall comply with all laws, including, but not limited, all statutes, regulations, local ordinances, and decisional authority, applicable to the Scope of Work hereunder.
- **3.11** <u>Amendment</u>. This Agreement may not be changed, modified, or rescinded except by the written approval, and any attempt of oral modification of this Agreement shall be void and of no effect.
- **3.12** <u>Independent Contractor</u>. Agency and WCCTAC render their services under this Agreement as independent contractors. None of the agents or employees of either shall be agents or employees of the other.
- **3.13** <u>Assignment</u>. This Agreement may not be assigned, transferred, hypothecated, or pledged by any Party without the express written consent of the other Party.
- **3.14** <u>Successors and Assigns</u>. This Agreement shall be binding upon the successors, assignees, or transferees of WCCTAC or Agency as the case may be. This provision

shall not be constructed as an authorization to assign, transfer, hypothecate, or pledge this Agreement other than as provided above.

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

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

**City of San Pablo** 

### West Contra Costa Transportation Advisory Committee

Matt Rodriguez, City Manager

John Nemeth, Executive Director

Approved as to Form:

Approved as to Form:

Lynn Tracy Nerland, City Attorney

Kristopher Kokotaylo, Legal Counsel

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### EXHIBIT A

### **SCOPE OF WORK**

The Agency agrees to:

- 1. To act as the lead agency and take responsibility for evaluating prospective consultants and contractors retained by Agency and subsequent award of work consistent with this Agreement.
- 2. To act as the lead agency and retain, as appropriate, consulting services consistent with this Agreement.
- 3. To be responsible for providing management of consultant and contractor activities, including responsibility for scheduling, budgeting, and oversight of the services, consistent with the scope of the project.
- 4. To advance or complete all or a portion of following STMP project identified as funding category: *Category 16 Local Streets and Intersections*.
- 5. To use the STMP funds for design and construction of the City of San Pablo's San Pablo Avenue Bridge Replacement and Intersection Improvements at 23rd Street and Road 20.
- 6. To produce or complete the design and replacement of the deficient existing six-lane bridge at the intersection of San Pablo Avenue/Road 20/23rd Street with a new bridge and make associated intersection realignment and safety improvements for all users. Specific improvements are as follows:

The replacement bridge will incorporate a wider structure that will improve traffic flow including transit and incorporate bicycle/pedestrian access with enhanced paving that is to include a gateway plaza with pedestrian furnishings, lighting and interpretive elements.

This funding will focus on the intersection improvement elements of the project. Three alternatives are being considered on the front end of the project. These include: generally keeping the same geometry with San Pablo Avenue as the through street (Alternative 1), converting the intersection to a three-legged roundabout (Alternative 2) or making the through movements from San Pablo Avenue to 23rd Street (Alternative 3). Whatever design is approved, the following will be incorporated into the design that will also result in a widened structure.

The existing structure is an irregularly shaped, three-span, 102-foot long concrete bridge. The bridge has been widened over time to, first to accommodate pedestrians and later to accommodate intersection modifications. The layout of the replacement structure will be largely dictated by the preferred intersection geometrics. This may result in a relatively straight, constant width structure as considered Intersection Alternative 1, or it could result in a bridge with variable width and curved geometry as considered in Intersection Alternatives 2 and 3. Other considerations for the replacement bridge include traffic staging, superstructure depth (to reduce hydraulic impacts), speed of access. The replacement bridge is anticipated to be similar in length to the existing structure. Each alternative will include solutions for improving bicycle, pedestrian, transit, and auto circulation. As part of the ongoing City of San Pablo Bike and Pedestrian Corridor Study project, Kimley-Horn is assessing how the existing infrastructure can be better assigned to provide higher quality bicycle and pedestrian accommodations. Solutions proposed include eliminating one of the southbound lanes and instead re-allocating space to provide protected Class IV cycle tracks along SPA or narrowing lane widths and shifting the median to provide Class II bike lanes.

7. To complete the over-all project based on the following initial schedule for the project:

Begin Initial Design	2-19-22 (Starting with preparation of Draft	
	Design Criteria)	
Initial Design Complete	11-30-23	
Begin Environmental Documentation	12-1-23	
Complete Environmental Documentation	10-15-25	
Award Construction Contract	3-15-26	

8. To complete the STMP-funded portion of the project based on the estimated completion date of *March 15, 2026* 

### WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE RESOLUTION NO. 22-03

### RESOLUTION FINDING THAT THERE IS A PROCLAIMED STATE OF EMERGENCY; FINDING THAT MEETING IN PERSON WOULD PRESENT IMMINENT RISKS TO THE HEALTH OR SAFETY OF ATTENDEES AS A RESULT OF THE STATE OF EMERGENCY; AND AUTHORIZING REMOTE TELECONFERENCED MEETINGS OF THE LEGISLATIVE BODIES OF THE WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE FOR THE 30 DAY PERIOD BEGINNING JANUARY 28, 2022 PURSUANT TO AB 361

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

**WHEREAS**, all WCCTAC meetings are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch WCCTAC's legislative bodies conduct their business; and

**WHEREAS**, on March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of the novel coronavirus disease 2019 ("COVID-19"); and

WHEREAS, On March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other means; and

**WHEREAS**, as a result of Executive Order N-29-20, staff set up virtual meetings for all WCCTAC Board meetings and meetings of all WCCTAC legislative bodies; and

**WHEREAS**, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which, effective September 30, 2021, ends the provisions of Executive Order N-29-20 that allows local legislative bodies to conduct meetings telephonically or by other means; and

**WHEREAS**, on September 16, 2021, Governor Newsom signed AB 361 (2021) which allows for local legislative bodies and advisory bodies to continue to conduct meetings via teleconferencing under specified conditions and includes a requirement that the WCCTAC Board make specified findings. AB 361 (2021) took effect immediately; and

WHEREAS, on October 22, 2021, the WCCTAC Board of Directors made the continued finding that the presence of COVID-19 and the increase of cases due to the Delta variant would present imminent risks to the health or safety of attendees at WCCTAC Board meetings and meetings of WCCTAC's other legislative bodies, including the Board and staff, should the Board hold and permit in person meetings; and

WHEREAS, on November 17, 2021, the WCCTAC Board of Directors continued this finding; and

WHEREAS, on December 10, 2021, the WCCTAC Board of Directors continued this finding; and

WHEREAS, on January 7, 2022, the WCCTAC Board of Directors continued this finding; and

**WHEREAS**, AB 361 (2021) requires that the Governor declare a State of Emergency pursuant to Government Code section 8625; and

WHEREAS, AB 361 (2021) further requires that state or local officials have imposed or recommended measures to promote social distancing, or, requires that the legislative body determines that meeting in person would present imminent risks to the health and safety of attendees; and

**WHEREAS**, such conditions now exist in WCCTAC's jurisdiction, specifically, Governor Newsom has declared a State of Emergency due to COVID-19; and

**WHEREAS**, since issuing Executive Order N-08-21, the highly contagious Delta variant of COVID-19 has emerged, causing an increase in COVID-19 cases throughout the State and Contra Costa County; and

**WHEREAS**, on August 2, 2021, in response to the Delta variant of COVID-19, the Contra Costa County Health Officer issued an order for nearly all individuals to wear masks when inside public spaces and on September 14, 2021, issued an order requiring operators of specified dining establishments, entertainment venues and fitness facilities to restrict entry based on COVID-19 vaccination status or testing; and

**WHEREAS**, the Centers for Disease Control and Prevention ("CDC") continues to recommend physical distancing of at least 6 feet from others outside of the household; and

**WHEREAS**, since the Contra Costa County Health Officer's August order the highly contagious Omicron variant has emerged, and has resulted in the greatest nationwide infection rate since the beginning of the COVID-19 pandemic; and

**WHEREAS**, on December 29, 2021, in response to the continued presence and rise of COVID-19 cases, the Contra Costa County Health Officer issued an order requiring that all

persons, regardless of vaccination status, wear face masks in all indoor public settings, venues, gatherings, and workplaces; and

**WHEREAS**, because of the rise in cases due to the Delta and Omicron variants of COVID-19, the WCCTAC Board of Directors is concerned about the health and safety of all individuals who intend to attend WCCTAC Board meetings and meetings of WCCTAC's other legislative bodies; and

**WHEREAS**, the WCCTAC Board of Directors hereby finds that the presence of COVID-19 and the increase of cases due to the Delta and Omicron variants would present imminent risks to the health or safety of attendees, including the legislative bodies and staff, should WCCTAC's legislative bodies hold in person meetings; and

**WHEREAS**, WCCTAC shall ensure that it's meetings comply with the provisions required by AB 361 (2021) for holding teleconferenced meetings.

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

1. The above recitals are true and correct, and incorporated into this Resolution.

2. In compliance with AB 361 (2021), and in order to continue to conduct teleconference meetings without complying with the usual teleconference meeting requirements of the Brown Act, the WCCTAC Board of Directors makes the following findings:

- a) The WCCTAC Board of Directors has considered the circumstances of the state of emergency; and
- b) The state of emergency, as declared by the Governor, continues to directly impact the ability of the WCCTAC Board of Directors and WCCTAC's legislative bodies, as well as staff and members of the public, from meeting safely in person; and
- c) The CDC continues to recommend physical distancing of at least six feet due to COVID-19 and as a result of the presence of COVID-19 and the increase of cases due to the Delta and Omicron variants, meeting in person would present imminent risks to the health or safety of attendees, the legislative bodies and staff.

3. The WCCTAC Board of Directors and WCCTAC's legislative bodies may continue to meet remotely in compliance with AB 361, in order to better ensure the health and safety of the public.

4. The WCCTAC Board of Directors will revisit the need to conduct meetings remotely within 30 days of the adoption of this resolution.

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## Countywide Transportation Plan Action Plan and Update

## WCCTAC Policy Board Meeting

David Early and Torina Wilson

PlaceWorks

January 28, 2022



### Agenda

- Project Overview and Update
- O Relation to Safety and Housing Element
- Routes of Regional Significance
- Roadways
- Transit
- Bike/Ped
- O Next Steps



## Project Overview

- Joint update of:
- Five Action Plans: 2021 / 2022
- Countywide Transportation Plan (CTP): 2022 / 2023
- CTP will build on Action Plans
- Big, bold ideas to enhance Contra Costa's transportation network
- New emphases:
- VMT
- Multi-modal transportation
- Equity, safety and climate change
- Build on 2020 Transportation Expenditure Plan (TEP)
- Innovation and New Technology
- Holistic, Multimodal Approach
- Integrated Corridor Management





## Action Plan Overview

- O Implement Measure J Growth Management Program.
- O The Action Plan will:
- Address transportation issues of today.
- Establish quantitative service objectives.
- Identify Regional Routes.
- Provide Growth Management Program compliance metrics.
- Expand MTSOs to become Regional Transportation Objectives (RTOs) for:
- Safety Roadway
- Climate Change Transit
- Bike/pedestrian > Equity







Project Schedule	
Milestone	Date
Scope Refinement and Data Collection Plan	July - December 2021
Data Collection and Baseline Modeling	September 2021 - January 2022
Outreach Coordination and Completion	January 2022 - October 2023
Public Workshops and Pop-Ups Round 1 (project awareness and brainstorm)	February - March 2022
Stakeholder Focus Groups Round 1 (project awareness and brainstorm)	February - March 2022
Public Workshop and Pop-Up (Lamorinda only- discuss potential transportation improvements)	March 2022
Stakeholder Focus Groups Round 2 (build consensus around coutywide projects)	April - May 2022
Public Workshops and Pop-Ups Round 2 (build consensus around coutywide projects)	September - October 2022
Stakeholder Focus Groups Round 3 (refinement of project lists)	October 2022
Jurisdiction and Outside Agency Coordination Meetings	As Needed
Oversight Committee Meetings	TBD
Status Assessment of Action Plan and Identification of Issues and Potential Changes	October - November 2021
Identification of New and Refined RTOs and Actions	November 2021 - May 2022
RTPC TAC Meetings Round 2 (goal setting and Routes of Regional Significance)	December 2021
RTPC TAC Meetings Round 3 (RTOs and actions overview)	February 2022
RTPC TAC Meetings Round 4 (modeling results and projects)	March/April 2022
Policy Board Study Sessions (overview, refinement, and confirmation)	May 2022
Additional Action Plan Components	March - May 2022
Regional Coordination Meetings	As Needed
Preparation and Adoption of Action Plan Updates	June - October 2022
CTP Update Project Components (scope is evolving)	July 2022 - March 2023
Preparation and Adoption of CTP Update (scope is evolving)	March - October 2023

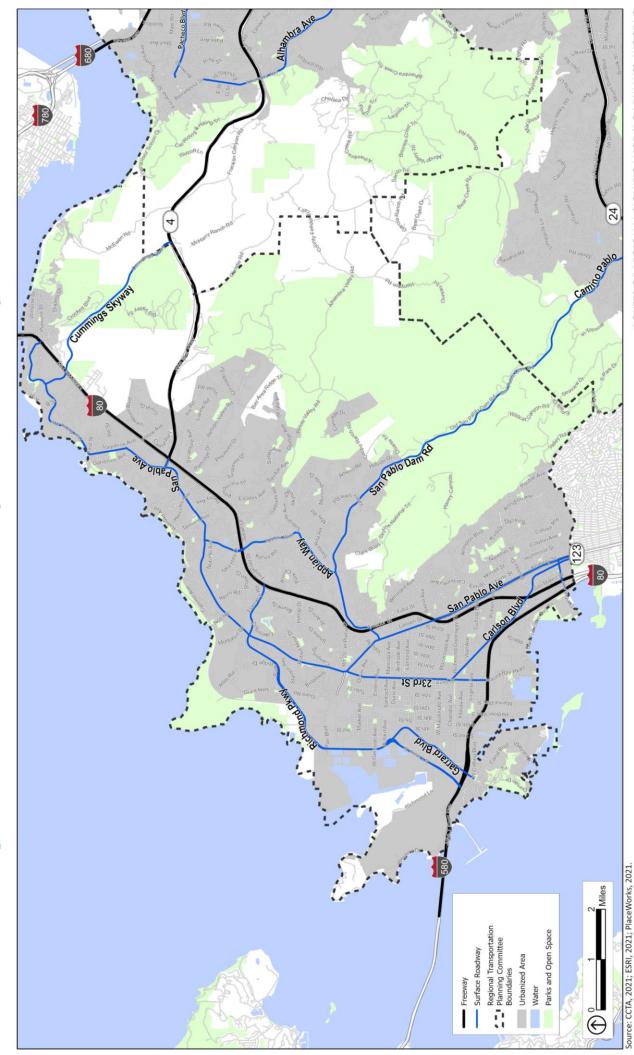
# Local Growth Policy, Housing and Safety Elements

- communities are also updating their Housing and Safety O Action Plan and CTP process is occurring while most Elements.
- Some broader General Plan Updates as well.
- Action Plans and CTP will account for growth foreseen in Housing Elements (as assigned by ABAG).
- Action Plans and CTP have a horizon of 2050, while Housing Elements are only for 8 years.
- So total development numbers are different.

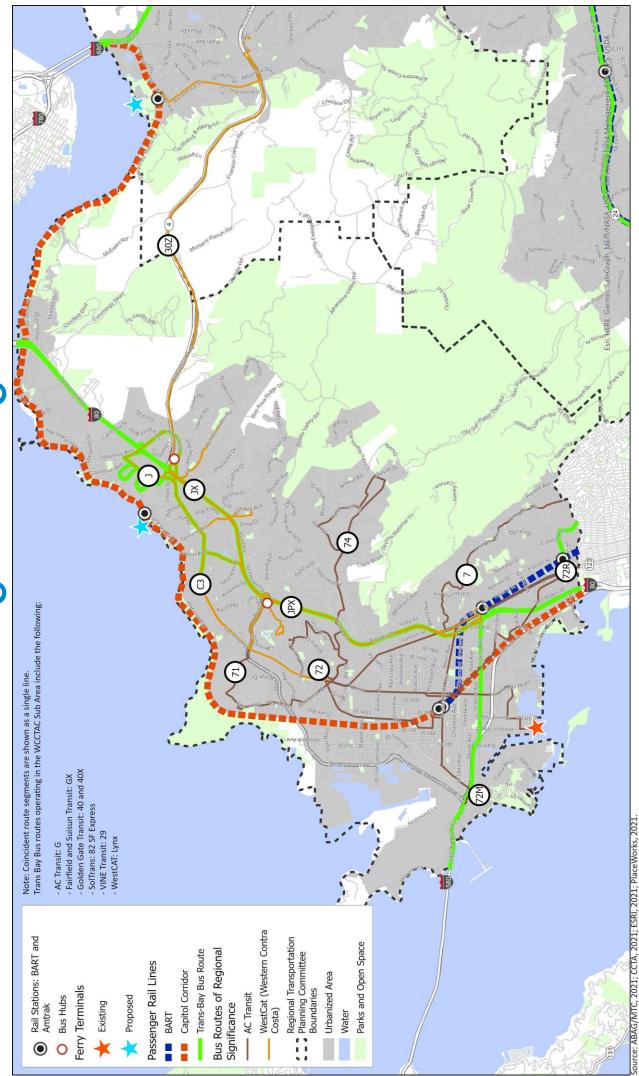




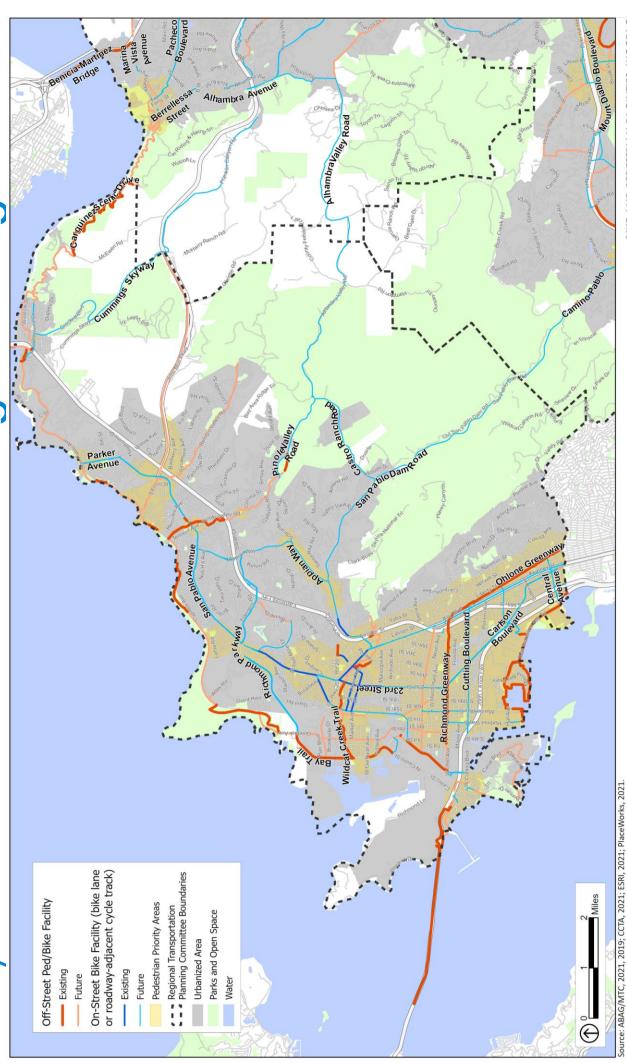
## Roadway Routes of Regional Significance



## **Transit Routes of Regional Significance**



# Bike/Pedestrian Routes of Regional Significance



### Next Steps

- Policy Board and TACs help promote public outreach
- O Future TAC and Policy Board Meetings:
- February 2022 TAC Round 3:
- Introduce the new preliminary goals, projects, programs, RTOs, and Regional Routes for comment and refinement
- Late March/April 2022 TAC Round 4:
- Review 2050 RTO projections and implications for travel in 2050 with recommended projects and programs for comment and refinement
- June October 2022
- Policy Board review of Action Plan components
- TAC Review of Draft Action Plan
- TAC Review of Final Action Plan
- Policy Board Adoption
- Authority Board acceptance



### Public Outreach

- O PlaceWorks and CCTA will conduct:
- Project webpage
- Countywide Public Polling
- 11 Public Workshops and 21 Pop-Ups
- Two rounds of five separate workshops (one for each planning area).
- One extra workshop for Lamorinda area.
- 3 Stakeholder Workshops
- Oversight Committee
- Jurisdiction and Outside Agency Coordination
- O Public outreach expected to begin mid-March.



## Countywide Transportation Plan Action Plan and Update

## WCCTAC Policy Board Meeting

David Early and Torina Wilson

PlaceWorks



El Cerrito	West Contra Costa Transportation Advisory Committee
Hercules	December 10, 2021
Pinole	Mr. Tim Haile, Executive Director Contra Costa Transportation Authority 2999 Oak Road, Suite 100 Walnut Creek, CA 94597
	RE: December 2021 WCCTAC Board Meeting Summary
Richmond	Dear Tim:
	The WCCTAC Board, at its meeting on December 10, 2021, took the following actions that may be of interest to CCTA:
San Pablo	<ol> <li>Adopted Resolution 21-11 to continue teleconferenced meetings under AB 361.</li> <li>Approved the FY2022 WCCTAC TAC and Board Meeting Calendar</li> <li>Appointed representatives to CCTA's CBPAC for two-year terms. Coire Reilly was appointed the staff representative, with Leah Greenblat serving as the alternate. Bill Pinkham was appointed the citizen representative with Heather Cunningham</li> </ol>
Contra Costa	serving as the alternate.
County	If you have any questions, feel free to contact me.
	Sincerely,
AC Transit	John Nemeth John Nemeth Executive Director
	cc: Tarienne Grover, CCTA
BART	
WestCAT	

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### West Contra Costa Transportation Advisory Committee

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

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

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