

El Cerrito

MEETING NOTICE AND AGENDA

DATE & TIME: March 22, 2024 • 8:00 AM – 10:00 AM

LOCATION: City of El Cerrito, Council Chambers

10890 San Pablo Avenue (at Manila Ave)

El Cerrito, California (Accessible by AC Transit #72, #72M & #72R)

REMOTE ACCESS:

https://us02web.zoom.us/j/7321058840?pwd=c1dMVjJydlBoYk0yYWVVZVlmWHZ4Zz09

Meeting ID: 732 105 8840

Phone: =

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

+1 669 900 6833

Meeting ID: 732 105 8840

Password: 066620

Public Comment During the Meeting

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

physically raising their hands.

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

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. Comments may be

submitted by email to vienkins@wcctac.org.

1. **Call to Order and Board Member Roll Call.** (Rita Xavier – Chair)

2. Public Comment. The public is welcome to address the Board on any item that is not listed on the agenda.

Hercules

Pinole

Richmond

San Pablo

Contra Costa County

AC Transit

BART

WestCAT

CONSENT CALENDAR

- **3. Minutes of February 23, 2024, Board Meeting.** (Attachment; Recommended Action: Approve).
- **4. Monthly Update on WCCTAC Activities.** (Attachment; Information only).
- **5. Financial Reports.** The reports show the Agency's revenues and expenses for February 2024. (*Attachment; Information only*).
- **6. Payment of Invoices over \$10,000.** Paid an invoice to Fehr and Peers in the amount of \$10,647.07 for Richmond Parkway planning work funded by a Caltrans grant. (No Attachment; Information only).
- 7. Fiscal Audit and Memorandum of Internal Control for Fiscal Year 2023. The accounting firm of Maze and Associates prepared the fiscal audit for WCCTAC for Fiscal Year 2023. (The following attachments are available on WCCTAC's website in the meeting calendar: 1. Basic Financial Statements, 2. Memorandum on Internal Controls, and 3. Required Communications for the Year Ended June 30, 2023; Recommended Action: Receive and Accept the Audit).

REGULAR AGENDA ITEMS

- 8. Richmond Parkway Transportation Plan (RPTP) Update: Draft Strategies and Phase 2 Public Engagement. In the next round of public engagement for the development of the RPTP, members of the public and community groups will be asked to prioritize draft strategies for addressing transportation issues along the Parkway. The Board will receive a presentation on these draft strategies and upcoming outreach efforts. (Leah Greenblat, WCCTAC staff, and Fehr and Peers staff; Attachment; Recommended Action: Receive an update on the RPTP and provide feedback.)
- 9. TDM 2.0 and TFCA Policy. CCTA is proposing a series of changes to the TDM Program countywide. WCCTAC staff concurs with many of these proposed changes but is suggesting two changes to the proposed TFCA Policy to ensure adequate program funding and flexibility in program delivery. Staff is seeking the Board's feedback and direction on these proposed changes. (John Nemeth, WCCTAC Executive Director; Attachment; Recommended Action: Provide direction to staff on communication with CCTA regarding TDM 2.0 and the TFCA Policy).
- 10. Contract with Redwood Public Law LLP for Legal Services. WCCTAC's contracted general counsel, Kris Kokotaylo, is changing firms from Meyers Nave to Redwood Public Law LLP. At its February meeting, the WCCTAC Board requested that staff bring a contract with Redwood Public Law LLP for review

and approval in order for WCCTAC to retain its existing general counsel. (John Nemeth, WCCTAC Executive Director; Attachment; Recommended Action: Approve Resolution 24-04 and authorize the Board Chair to execute the contract with Redwood Public Law LLP).

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 Fadelli & Kelley)
- c. Executive Director's Report

12. General Information Items.

- a. Letter to CCTA Executive Director with Summary of Board Actions for February 23, 2024
- b. Acronym List
- **13.** Adjourn. Next regular meeting is: April 26, 2024 @ 8:00 a.m.
- In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in the WCCTAC Board meeting, or if you need a copy of the agenda and/or agenda packet materials in an alternative format, please contact Valerie Jenkins at 510.210.5930 prior to the meeting.
- If you have special transportation requirements and would like to attend the meeting, please call the phone number above at least 48 hours in advance to make arrangements.
- Handouts provided at the meeting are available upon request and may also be viewed at WCCTAC's offices.
- Please refrain from wearing scented products to the meeting, as there may be attendees susceptible to environmental illnesses. Please also put cellular phones on silent mode during the meeting.
- A meeting sign-in sheet will be circulated at the meeting. Sign-in is optional.

West Contra Costa Transportation Advisory Committee Board of Directors Meeting Meeting Minutes - February 23, 2024

MEMBERS PRESENT: R. Xavier, Chair (San Pablo), A. Tave, Vice-Chair (Pinole), P. Fadelli, (El Cerrito), C. Kelley (Hercules), S. Bana, (Richmond), C. Peeples (AC Transit), R. Saltzman (BART), T. Hansen (WestCAT), C. Zepeda (Richmond)

STAFF PRESENT: John Nemeth, Leah Greenblat, Coire Reilly, Kris Kokotaylo (counsel)

ACTIONS LISTED BY: WCCTAC Staff

Meeting Called to Order: 8:00 a.m.

Public Comment: None

CONSENT CALENDAR

Motion by Director Saltzman; seconded by Director Kelley

Yes- R. Xavier, C. Kelley, P. Fadelli, C. Zepeda, A. Tave, T. Hansen, R. Saltzman, C. Peeples,

S. Bana

No- None

Abstention-None

Motion passed unanimously.

Item #3. Approved: Minutes of February 23, 2024, Board Meeting.

Item #4. Received: Monthly Update on WCCTAC Activities. Item #5. Received: Financial Reports for February 2024.

Item #6. Received: Payment for invoices over \$10,000 (none).

REGULAR AGENDA ITEMS

ITEM/DISCUSSION	ACTION
Item # 7	Information Only
CCTA's TDM 2.0 Proposal	Tim Haile, Executive Director of the Contra Costa
	Transportation Authority (CCTA), presented
	information about Authority initiatives, including
	TDM 2.0. Regarding TDM 2.0, Mr. Haile
	mentioned that Vehicle Miles Traveled (VMT)
	would be a key performance measure and that
	the program would aim to collect reliable data
	about VMT impacts. He noted that TDM funding
	would be opened up to other types of projects,
	but that recommendations for funding would still
	come from the RPTC's.

Item #8	Information Only
Safe Routes to School	Emily Warming, Contra Costa County Health Staff, discussed Safe Routes to School programming and its encouragement of the use of active transportation. She explained the County's work in West Contra Costa and its focus on expanding walking and biking to school.
	on expanding wanting and similing to serioon

Meeting Adjourned: 10:07am



TO: WCCTAC Board DATE: March 22, 2024

FR: John Nemeth, Executive Director

RE: Monthly Update on WCCTAC Activities

Groundbreaking for the Del Norte TOD Complete Streets Project in El Cerrito



On March 6, 2024, WCCTAC staff attended a groundbreaking ceremony for the El Cerrito Del Norte TOD Complete Streets Projects, held at the new 156-unit Mayfair apartment building adjacent to the station. The project will provide protected bikeways on parts of San Pablo Ave. and Cutting Blvd., as well as bus boarding islands, pedestrian safety improvements, lighting, landscaping, and street trees. The \$12.8M project used a variety of different funding sources, including about \$1.2M in WCCTAC's STMP funding. WCCTAC Directors Fadelli and Saltzman were both in attendance.

Richmond Parkway Transportation Plan (RPTP) Phase 2 Public Engagement

The second phase of public engagement for the RPTP kicked-off on March 11, 2024. The online survey seeking input on draft strategies went live along with an updated web page for the Plan on WCCTAC's website. The web page now includes the latest ways for community members to get involved, as seen in the excerpt below:

GET INVOLVED

We are looking for input on draft strategies that aim to address the Plan goals and respond to community feedback. Take our <u>survey online</u> or visit us in person! Our pop-up booth schedule is as follows:

- 1. Sunday March 24, 2024: North Richmond Flea Market (North Richmond)
 - o 716 W Gertrude Avenue, 11:00a-2:00p
- 2. Saturday April 20, 2024: North Richmond's Earth Day Festival (North Richmond)
 - o Shields-Reid Park, 1410 Kelsey St, 9:00a-12:00p
- 3. Check back later for one more upcoming date!

We're also planning to present at a few neighborhood council meetings:

- 1. Tuesday March 12, 2024: Parchester Village Neighborhood Council
 - Meeting starts at 7:00p via Zoom. Contact Lori Hart to access a Zoom link: <u>lahart33@yahoo.com</u>
 - o For more information, see the City of Richmond Website
- 2. Wednesday March 20, 2024: Iron Triangle Neighborhood Council Meeting
 - 598 Nevin Avenue, 5:30p-7:30p
 - o For more information, see the City of Richmond Website
- 3. Tuesday April 2, 2024: North Richmond Municipal Advisory Council
 - North Richmond Senior Center, 515 Silver Avenue, 5:00p-7:00p
 - For more information, see the Contra Costa County Website

To spread the word about this second phase of engagement, the plan's Public Advisory Group and Technical Advisory Committee were asked to promote the link to the on-line survey as well as the "pop-up" events and meeting locations. The WCCTAC Board and TAC will also be asked to help get the word out. Please visit WCCTAC's website for more information about the Plan and for the link to the online survey: Richmond Parkway Transportation Plan (wcctac.org)

Bicycle Champion of the Year Nomination Deadline March 29



The annual nominations for Bicycle Champion of the year are now open. Do you know someone who always promotes bicycling, bicycles everywhere, or volunteers to make their community more bikeable? We're looking for someone who exemplifies what it means to be a bicycle champion. Please submit your nominations by March 29:

https://bayareabiketowork.com/event-information/bike-champion-of-the-year

New Logo

Based on the Board's direction, WCCTAC staff is working on the launch of the new "Doing Business As" name for the agency. An early step in this process has been to update the agency logo, which will appear on the website, letterhead, and business cards in the near future. The logo is shown below. Staff is also working to update its website url and email addresses (the existing ones will also be retained). Once key, public-facing elements are in place, staff will launch a process to notify the public, member organizations, peer organizations, vendors, and other contacts of the change. After the notification process, the agency will be known as WCCTC, pronounced like the current name. The existing legal name will be maintained for legal purposes and will still appear on contracts.



On-Call Consultant Assistance with Grants

Based on direction from the WCCTAC Board, staff is close to issuing a Request for Qualifications (RFQ) to develop a list of on-call consultants to assist with the preparation of transportation grants. These grants could fund the planning, design, demonstration, and/or implementation of multiple West County transportation priorities. Staff is currently researching the best tools to advertise the RFQ and anticipates returning to the May WCCTAC Board meeting for the authorization of contracts.

Richmond Paratransit Program Audit

The CCTA Board authorized an audit of the Richmond Paratransit program at its February 21, 2024 meeting. The audit will be paid for with Measure J Program 15 funds that have already been allocated to the city of Richmond. The contract for performing the audit was awarded to CCTA's consultant, Advanced Mobility Group (AMG). WCCTAC staff has been participating in planning and implementation meetings surrounding the audit. Results are expected to be available by the end of May and are likely to include recommendations for program improvements.

General Ledger Monthly Budget Report

User: AnnC

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Period 08 - 08 Fiscal Year 2024



Account NumberDescription		Adopted	Budget Adjustments	Adjusted	YTD Actual	Variance En	cumbered	Available	% Avail
7700	WCCTAC Operations								
770-7700-41000	Salary	0.00	569,435.00	569,435.00	195,284.73	374,150.27	0.00	374,150.27	65.71
770-7700-41200	PERS Retirement	0.00	0.00	0.00	79,429.27	-79,429.27	0.00	-79,429.27	0.00
770-7700-41310	Medical Insurance	0.00	0.00	0.00	48,139.87	-48,139.87	0.00	-48,139.87	0.00
770-7700-41311	Retiree Healthcare	0.00	0.00	0.00	185.91	-185.91	0.00	-185.91	0.00
770-7700-41400	Dental	0.00	0.00	0.00	2,212.71	-2,212.71	0.00	-2,212.71	0.00
770-7700-41500	Flexible Spending Account	0.00	0.00	0.00	2,375.00	-2,375.00	0.00	-2,375.00	0.00
770-7700-41800	LTD Insurance	0.00	0.00	0.00	2,644.96	-2,644.96	0.00	-2,644.96	0.00
770-7700-41900	Medicare	0.00	0.00	0.00	3,936.34	-3,936.34	0.00	-3,936.34	0.00
770-7700-41901	Other Insurances	0.00	0.00	0.00	8,976.47	-8,976.47	0.00	-8,976.47	0.00
770-7700-41904	Life Insurance	0.00	0.00	0.00	1,027.98	-1,027.98	0.00	-1,027.98	0.00
770-7700-41911	Liability Insurance	0.00	4,639.00	4,639.00	0.00	4,639.00	0.00	4,639.00	100.00
770-7700-41912	Unemployment Insurance	0.00	0.00	0.00	112.00	-112.00	0.00	-112.00	0.00
	Salary and Benefits	0.00	574,074.00	574,074.00	344,325.24	229,748.76	0.00	229,748.76	40.02
770-7700-43500	Office Supplies	0.00	4,600.00	4,600.00	3,663.27	936.73	0.00	936.73	20.36
770-7700-43501	Postage	0.00	1,600.00	1,600.00	231.52	1,368.48	0.00	1,368.48	85.53
770-7700-43520	CopiesPrintingShippingXerox	0.00	3,300.00	3,300.00	1,908.98	1,391.02	0.00	1,391.02	42.15
770-7700-43600	Professional Services	0.00	69,510.00	69,510.00	53,177.15	16,332.85	0.00	16,332.85	23.50
770-7700-43900	RentBuilding	0.00	22,500.00	22,500.00	14,859.92	7,640.08	0.00	7,640.08	33.96
770-7700-44000	Special Department Expenses	0.00	10,000.00	10,000.00	2,829.73	7,170.27	0.00	7,170.27	71.70
770-7700-44320	TravelTraining Staff	0.00	2,500.00	2,500.00	261.69	2,238.31	0.00	2,238.31	89.53
	Service and Supplies	0.00	114,010.00	114,010.00	76,932.26	37,077.74	0.00	37,077.74	32.52
	Expense	0.00	688,084.00	688,084.00	421,257.50	266,826.50	0.00	266,826.50	38.78
7700	WCCTAC Operations	0.00	688,084.00	688,084.00	421,257.50	266,826.50	0.00	266,826.50	38.78
7720	WCCTAC TDM								
772-7720-41000	Salary	0.00	0.00	0.00	135,688.88	-135,688.88	0.00	-135,688.88	0.00
772-7720-41200	PERS Retirement	0.00	0.00	0.00	57,788.82	-57,788.82	0.00	-57,788.82	0.00
772-7720-41310	Medical Insurance	0.00	0.00	0.00	25,567.76	-25,567.76	0.00	-25,567.76	0.00
772-7720-41400	Dental Insurance	0.00	0.00	0.00	1,197.38	-1,197.38	0.00	-1,197.38	0.00
772-7720-41800	LTD Insurance	0.00	0.00	0.00	968.33	-968.33	0.00	-968.33	0.00
772-7720-41900	Medicare	0.00	0.00	0.00	1,948.63	-1,948.63	0.00	-1,948.63	0.00
772-7720-41901	Other Insurances	0.00	0.00	0.00	6,859.80	-6,859.80	0.00	-6,859.80	0.00
772-7720-41904	Life Insurance	0.00	0.00	0.00	294.36	-294.36	0.00	-294.36	0.00
	Salary and Benefits	0.00	0.00	0.00	230,313.96	-230,313.96	0.00	-230,313.96	0.00
772-7720-43500	Office Supplies	0.00	0.00	0.00	1,546.43	-1,546.43	0.00	-1,546.43	0.00

Account NumberDescription		Adopted	Budget Adjustments	Adjusted	YTD Actual	Variance En	cumbered	Available	% Avail
552 5520 42501	TDM D	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
772-7720-43501	TDM Postage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
772-7720-43520	CopiesPrintingShippingXerox	0.00	0.00	0.00	1,778.98	-1,778.98	0.00	-1,778.98	0.00
772-7720-43600	Professional Services	0.00	0.00	0.00	27,001.90	-27,001.90	0.00	-27,001.90	0.00
772-7720-43900	RentBuilding	0.00	0.00	0.00	14,859.92	-14,859.92	0.00	-14,859.92	0.00
772-7720-44000	Special Department Expenses	0.00	0.00	0.00	101,206.55	-101,206.55	0.00	-101,206.55	0.00
772-7720-44320	TravelTraining Staff	0.00	0.00	0.00	0.50	-0.50	0.00	-0.50	0.00
	Service and Supplies	0.00	0.00	0.00	146,394.28	-146,394.28	0.00	-146,394.28	0.00
	Expense	0.00	0.00	0.00	376,708.24	-376,708.24	0.00	-376,708.24	0.00
7720	WCCTAC TDM	0.00	0.00	0.00	376,708.24	-376,708.24	0.00	-376,708.24	0.00
7730	STMP								
773-7730-41000	Salary	0.00	80,000.00	80,000.00	80,000.00	0.00	0.00	0.00	0.00
	Salary and Benefits	0.00	80,000.00	80,000.00	80,000.00	0.00	0.00	0.00	0.00
773-7730-44000	Special Department Expense	0.00	6,391,144.00	6,391,144.00	172,113.09	6,219,030.91	0.00	6,219,030.91	97.31
	Service and Supplies	0.00	6,391,144.00	6,391,144.00	172,113.09	6,219,030.91	0.00	6,219,030.91	97.31
	Expense	0.00	6,471,144.00	6,471,144.00	252,113.09	6,219,030.91	0.00	6,219,030.91	96.10
7730	STMP	0.00	6,471,144.00	6,471,144.00	252,113.09	6,219,030.91	0.00	6,219,030.91	96.10
7740	WCCTAC Special Projects								
774-7740-43600	Professional Services	0.00	0.00	0.00	251,087.50	-251,087.50	0.00	-251,087.50	0.00
774-7740-44000	Special Department Expense	0.00	519,994.00	519,994.00	18.00	519,976.00	0.00	519,976.00	100.00
	Service and Supplies	0.00	519,994.00	519,994.00	251,105.50	268,888.50	0.00	268,888.50	51.71
	Expense	0.00	519,994.00	519,994.00	251,105.50	268,888.50	0.00	268,888.50	51.71
7740	WCCTAC Special Projects	0.00	519,994.00	519,994.00	251,105.50	268,888.50	0.00	268,888.50	51.71
Expense Total	,, cerrie operar riojects	0.00	0.00	7,679,222.00	1,301,184.33	6,378,037.67	0.00	6,378,037.67	83.0558

General Ledger Monthly Budget Report

User: AnnC

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Period 08 - 08 Fiscal Year 2024



Account Number	er Description	Adopted	Budget Adjustments	Adjusted	YTD Actual	Variance	Encumbered	Available	% Avail
0000	N. B								
0000	Non Departmental	0.00	770 000 00	770 000 00	21 110 50	720 000 41	0.00	720 000 41	07.10
773-0000-34310	County STMP Fees	0.00	750,000.00	-750,000.00	-21,110.59	-728,889.41	0.00	-728,889.41	97.19
773-0000-34315	El Cerrito STMP Fees	0.00	250,000.00	-250,000.00	-94,241.70	-155,758.30	0.00	-155,758.30	62.30
773-0000-34320	Hercules STMP Fees	0.00	40,000.00	-40,000.00	-68,127.00	28,127.00	0.00	28,127.00	-70.32
773-0000-34325	Pinole STMP Fees	0.00	40,000.00	-40,000.00	-127,906.89	87,906.89	0.00	87,906.89	-219.77
773-0000-34330	Richmond STMP Fees	0.00	750,000.00	-750,000.00	-2,840,835.21	2,090,835.21	0.00	2,090,835.21	-278.78
773-0000-34335	San Pablo STMP Fees	0.00	300,000.00	-300,000.00	-62,244.00	-237,756.00	0.00	-237,756.00	79.25
	Licenses and Permits	0.00	2,130,000.00	-2,130,000.00	-3,214,465.39	1,084,465.39	0.00	1,084,465.39	-50.91
770-0000-36102	Interest	0.00	0.00	0.00	1,900.50	-1,900.50	0.00	-1,900.50	0.00
773-0000-36102	Interest	0.00	15,000.00	-15,000.00	-172,357.00	157,357.00	0.00	157,357.00	-1,049.05
	Use of Property and	0.00	15,000.00	-15,000.00	-170,456.50	155,456.50	0.00	155,456.50	-1,036.38
	Money		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,	,		, , , , , , , ,	,
770-0000-34111	Member Contributions	0.00	584,874.00	-584,874.00	-312,404.00	-272,470.00	0.00	-272,470.00	46.59
770-0000-39906	Other Revenue	0.00	121,687.00	-121,687.00	-30,617.00	-91,070.00	0.00	-91,070.00	74.84
772-0000-39906	Other Revenue	0.00	0.00	0.00	-312,513.73	312,513.73	0.00	312,513.73	0.00
774-0000-39906	Other Revenue	0.00	519,994.00	-519,994.00	-107,709.96	-412,284.04	0.00	-412,284.04	79.29
77. 0000 27700	Miscellaneous Revenue	0.00	1,226,555.00	-1,226,555.00	-763,244.69	-463,310.31	0.00	-463,310.31	37.77
	Revenue	0.00	3,371,555.00	-3,371,555.00	-4,148,166.58	776,611.58	0.00	776,611.58	-23.03
0000		0.00	3,371,555.00		, ,	,	0.00	,	-23.03
	Non Departmental		, ,	-3,371,555.00	-4,148,166.58	776,611.58		776,611.58	
Expense Total		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0



TO: WCCTAC Board **MEETING DATE:** March 22, 2024

FR: Leah Greenblat, Project Manager

RE: Richmond Parkway Transportation Plan Update: Draft Strategies and Phase 2

Public Engagement

REQUESTED ACTION

Receive an update on the Richmond Parkway Transportation Plan (RPTP) and provide feedback.

BACKGROUND AND DISCUSSION

WCCTAC received a Caltrans grant and partnered with the City of Richmond and Contra Costa County to prepare a plan for improvements along the Richmond Parkway corridor. WCCTAC launched this planning effort in early 2023, with Fehr and Peers serving as the lead consultant.

The Planning Team guiding this effort is comprised of the consultants and staff from WCCTAC, the City of Richmond, and Contra Costa County. To date, the Planning Team has produced an existing conditions analysis and completed the first of three phases of public outreach.

Phase 1 of public outreach sought to identify issues of concern along the corridor. This phase engaged the public at pop-up events and used an online mapping exercise. Additionally, members of the Planning Team met with neighborhood councils, the WCCTAC Board, the study's Public Advisory Group (PAG), which includes representatives from community and business organizations, and a Technical Advisory Committee (TAC) that is comprised of numerous public agency staff.

Following the completion of the first phase of outreach, the Planning Team developed draft strategies for Richmond Parkway. The RPTP's TAC and PAG both provided guidance. The Planning Team will present these draft strategies to the WCCTAC Board at its meeting on March 22, 2024. Feedback from the board and public on the prioritization of strategies is encouraged.

The next step in the development of the RPTP is the second phase of public engagement. With further input from the plan's PAG and TAC, the Planning Team has identified specific outreach opportunities for this second round. It will aim to gather public input on the draft strategies during the March-April timeframe.

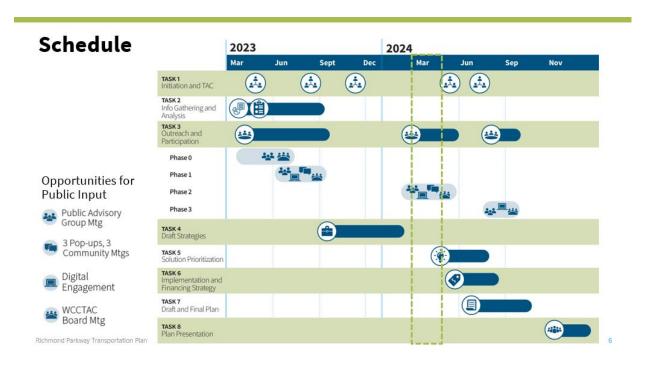
A key tool in the phase of outreach is an online survey that is now live and available via the WCCTAC website's project page for the Richmond Parkway Transportation Plan (Richmond Parkway Transportation Plan (wcctac.org). To promote the survey, the plan's PAG and TAC, as well as the WCCTAC Board and TAC, are requested to distribute the link widely. The link includes an explanation of the study, and the survey, and is designed to be easy to cut and paste into emails, e-newsletters, and websites. Social media ads in English and Spanish will further promote the survey, which will remain live until at least April 28, 2024.

As part of the second round of outreach, the Planning Team will attend the North Richmond Flea Market (March 24) and the North Richmond Earth Day Festival (April 20), where there will be tables and information boards about the draft strategies. Spanish and English-speaking team members will be available to engage the attendees.

Furthermore, staff and the consultant will present the draft strategies to the:

- Parchester Village Neighborhood Council (March 12);
- Iron Triangle Neighborhood Council (March 20);
- North Richmond Municipal Advisory Council (April 2); and
- Richmond Councilmember Cesar Zepeda's District Meeting (April 6) *Director Zepeda's Richmond City Council district covers much of the Richmond Parkway area.*

Following Phase 2 outreach activities, the plan's schedule (below) calls for Solution Prioritization which will involve further refinement of the strategies. That work will be followed by a Financing Strategy, a Draft Plan, and a final phase of Outreach. Following a presentation to WCCTAC Board in the fall, the RPTP is expected to be completed in late December 2024.



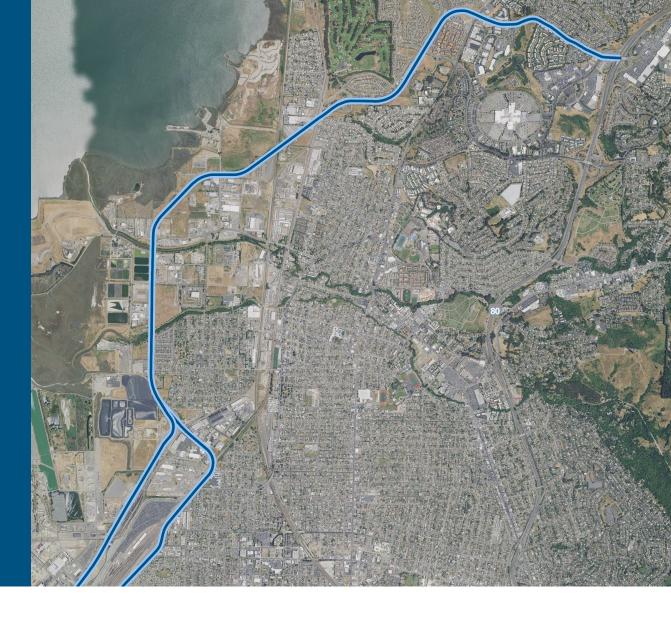
ATTACHMENT:

A. March 22, 2024 - PowerPoint Presentation of Richmond Parkway Transportation Plan, WCCTAC Board Meeting #3, Draft Strategies.

RICHMOND PARKWAY TRANSPORTATION PLAN

WCCTAC Board Meeting #3

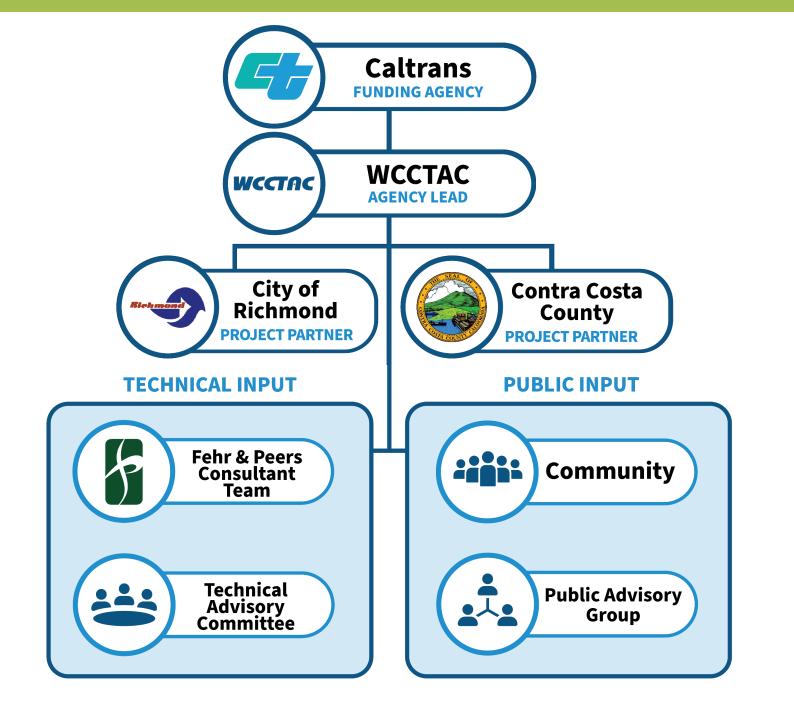
Draft Strategies



- 01 Project Recap
- 02 Draft Strategies
- 03 Draft Strategies Engagement Plan



Project Recap



2023 2024 Mar Mar Jun Sept Dec Jun Sep Dec TASK 1 Initiation and TAC TASK 2 Info Gathering and Analysis TASK 3 Outreach and Participation Phase 0 Phase 1 Phase 2 Phase 3 TASK 4 **Draft Strategies** TASK 5 Solution Prioritization TASK 6 Implementation and Financing Strategy TASK 7 Draft and Final Plan TASK 8 Plan Presentation 8A-5

Opportunities for **Public Input**

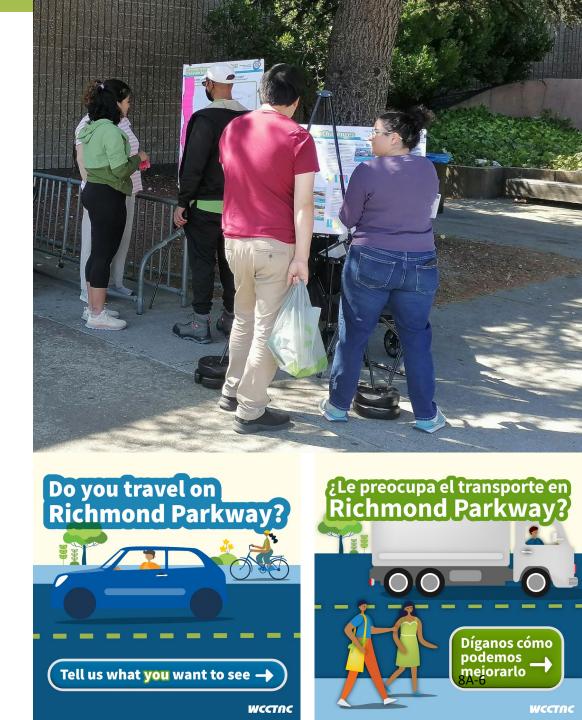






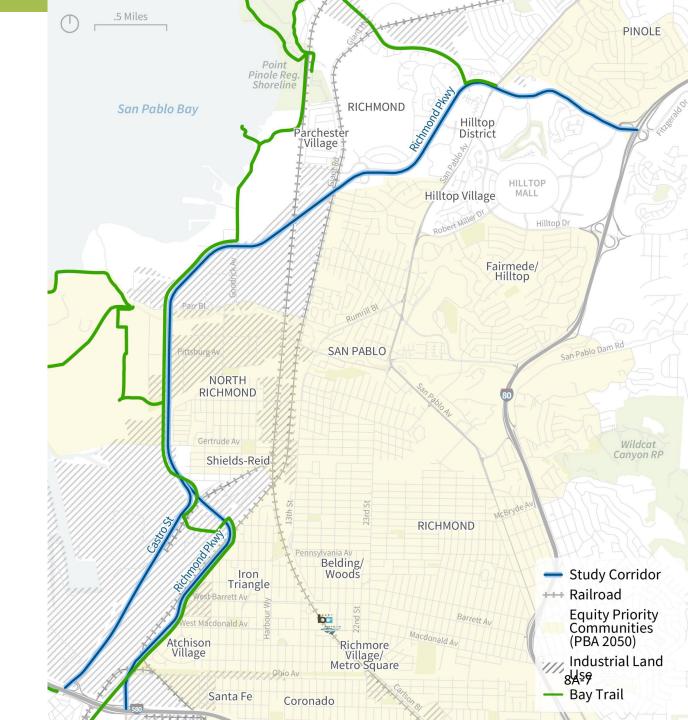


Phase 1 Engagement Recap



Key Corridor-Wide Challenges

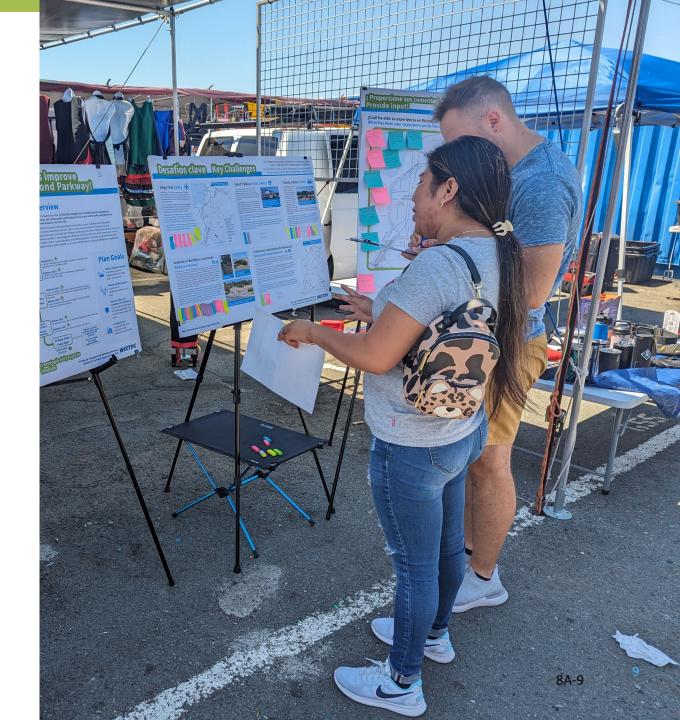
- Heavy industrial and warehousing use generates trucks that impact public health and the roadway
- Lack of comfort, useability, and signage on the Bay Trail
- High rates of severe injury and fatal collisions
- Multi-jurisdictional corridor with insufficient maintenance funding
- Heavy congestion during the peak periods expected to worsen with growth over time





Draft Strategies

Strategies Overview



What are the goals?







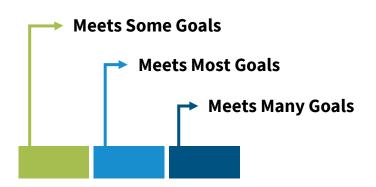




Enhance Travel Time Reliability and Efficiency



As shown in the following slides, all draft strategies qualitatively meet at least some of the goals.



Walking and Biking

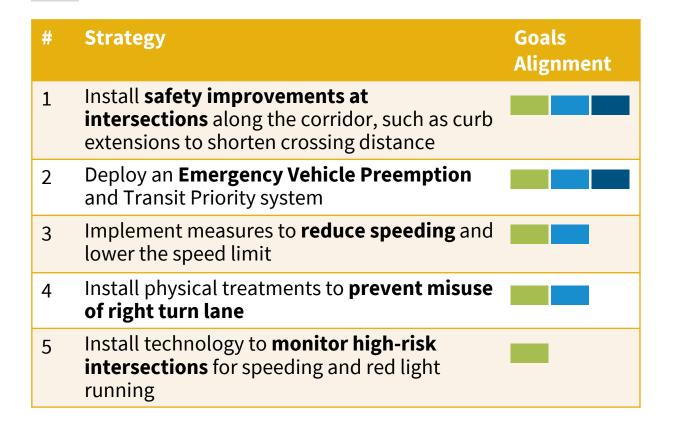
#	Strategy	Goals Alignment
1	Upgrade on-street bikeways and connect sidewalk gaps	
2	Upgrade segments and apply spot improvements along the Bay Trail	
3	Install a signalized crossing for Wildcat Creek Trail with lighting and signage	
4	Construct a pedestrian/bicycle overpass for Wildcat Creek Trail users	
5	Test innovative bicycle and pedestrian detection at signalized intersections	
6	Support Rich City Rides electric bike lending library	

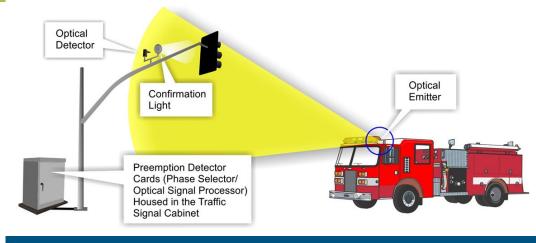


Bay Trail signage requirements from the Bay Trail Design Guidelines and Toolkit.



Safety





Infographic on emergency vehicle preemption. Source: Maricopa Association of Governments.



Driving and Goods Movement

#	Strategy	Goals Alignment
1	Convert the northbound right turn lane between Castro St and Giant Hwy into a lane for carpools and right-turning vehicles in the afternoon peak	
2	Add new signal and connection at Pennsylvania Ave to reduce cut-through traffic; improve crossing in front of Peres Elementary	
3	Add southbound left lane on Castro Street for carpools during peak hours	
4	Repurpose southbound shoulder on the Parkway for carpool only between West Barrett Avenue and I-580	





Driving and Goods Movement (Cont'd)

#	Strategy	Goals Alignment
5	Coordinate signals along the Parkway	
6	Redesign Richmond Pkwy / Castro Street merge to improve merging experience	
7	Install additional signage at blind turns	
8	Install wayfinding signage for key destinations	





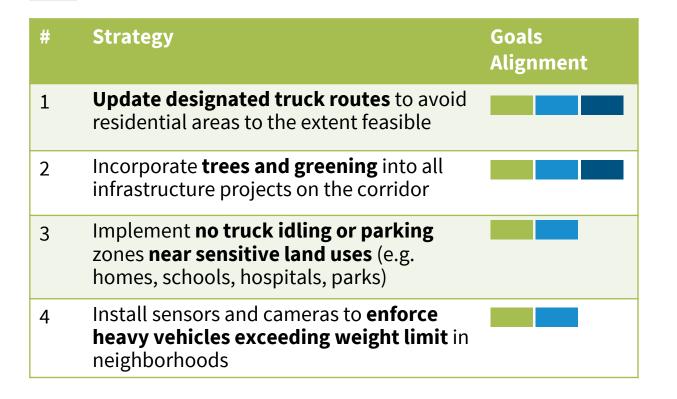
Maintenance

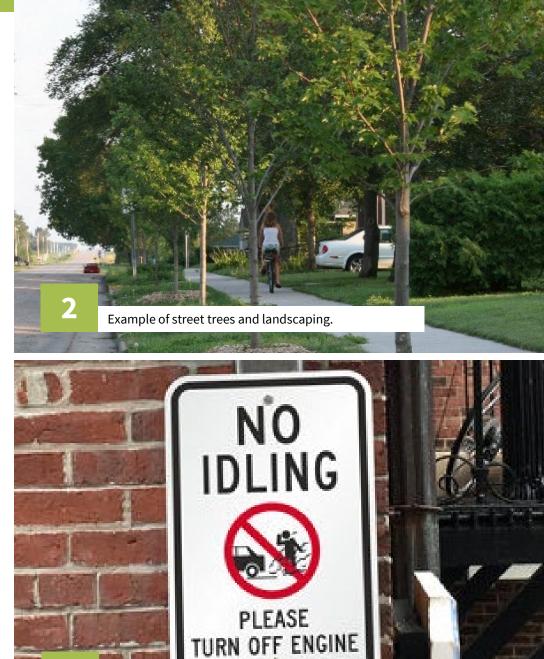
#	Strategy	Goals Alignment
1	Partner with advocacy groups to encourage people experiencing homelessness to keep sidewalks and paths clear	
2	Implement a cross-jurisdictional Roadway Pavement and Maintenance Management Program	
3	Implement a cross-jurisdictional Bay Trail Path Management Program	
4	Upgrade traffic signal equipment to latest technology	
5	Inventory signal detection assets and maintain detection equipment	
6	Reduce illegal dumping via fencing and provide education on proper waste disposal	





Public Health

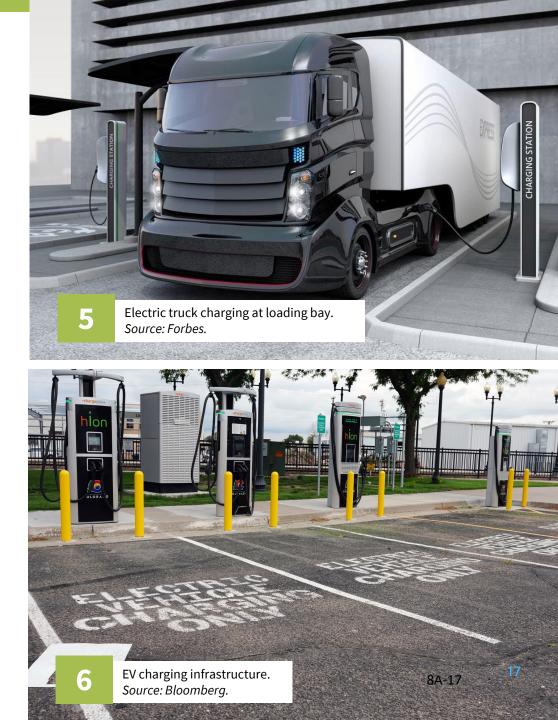




No idling sign. Source: RoadTrafficSigns.

Public Health (Cont.)

#	Strategy	Goals Alignment
5	Condition new developments to accommodate electric truck access only	
6	Add electric vehicle charging infrastructure and provide education on electric vehicle subsidy or incentive programs	
7	Improve effectiveness of the sound wall near Giant Highway overpass	
8	Install and maintain high-quality air filtration systems in public facilities	



Transit

#	Strategy	Goals Alignment
1	Improve bus efficiency near the Richmond Parkway Transit Center via lane restriping and provision of a bus boarding island	
2	Upgrade bus stop features	
3	Study new transit service connecting corridor area to Marin County	
4	Increase AC Transit bus frequencies **	

^{*}To be implemented by MTC via the I-80 Localized Transit Priority Project.



^{**}Subject to AC Transit's ongoing Realign Plan.

Transit (Cont'd)

#	Strategy	Goals Alignment
5	Support continued operation and expansion of Richmond Moves on-demand shuttle	
6	Improve biking and walking access to the Richmond Parkway Transit Center	
7	Study park-and-ride opportunities at the southern end of the corridor supporting transit service into Marin County	
8	Better publicize transit information and make schedules for accessible	





Let's Discuss

Richmond Parkway Transportation Plan

8A-20



Draft Strategies Engagement Plan

Public Engagement Plan

IDENTIFY NEEDS

- 3 Pop-up events and 3 community meetings
- Digital engagement
- WCCTAC Board Mtg #2
- PAG Mtg #2

Phase 2

EXPLORE STRATEGIES

- PAG Mtg #3
- 2 Pop-up events and 4 community meetings
- Digital engagement
- WCCTAC Board Mtg #3

Phase 3

REFINE SOLUTIONS

- PAG Mtg #4
- Digital Engagement
- WCCTAC Board Mtg #4



Phase 2 Engagement Plan March—April 2024

Desafios clave Key Challenges usted. Puede votar por el mismo desafío varias veces Use 3 stickers to vote on which challenge is the most importan Seguridad Safety (+) Salud Pública Public Health Tránsito Publico Transit Andando en bicicieta y Caminando Conducción y Movimiento de Mercancías **Biking and Walking** Driving and Goods Movement 🚗 🌉 El Plan de Transporte de Richmond Parkway Richmond Parkway Transportation Plan





Use 3 pegatinas para votar qué desafío es el más importante a

<u>richmond-parkway</u>

FOR ADDITIONAL QUESTIONS OR INFORMATION CONTACT:

Leah Greenblat

Transportation Planning Manager Lgreenblat@wcctac.org

TO LEARN MORE VISIT:

www.wcctac.org



TO: WCCTAC Board **MEETING DATE:** March 22, 2024

FR: John Nemeth, Executive Director

RE: TDM 2.0 and TFCA Policy

REQUESTED ACTION

Review staff's proposed changes to CCTA's draft TFCA Policy and provide direction on communication to CCTA.

BACKGROUND AND DISCUSSION

Program Overview

Measure J's Program 17 (Commute Alternatives) provides funding to all four subregions in Contra Costa County to carry out a Transportation Demand Management (TDM) Program. This funding is supplemented annually with Transportation Fund for Clean Air (TFCA) funding from the Air District. The amount from the Air District is larger and represents about 60% of the total funding available for the TDM Program. This year, for WCCTAC, the TFCA allocation is about \$350,000. Subregions carry out the TDM Program in coordination with each other and Authority staff. Two of the four subregions have elected to have CCTA's consultant deliver their programs.

The TDM Program in West Contra Costa includes incentives for commuters to use transit, bus passes for students, promotions of bicycle use, incentives to purchase eBikes, bike rack and locker installations, electric vehicles charging station installations, discounts on paid bike storage at transit centers, and a Guaranteed Ride Home Program. There is a great deal of commonality in program activities across the County, with some variation tailored to local subregions.

TDM 2.0

CCTA staff is proposing changes to the program. These changes are labelled "TDM 2.0", although there is not a written document describing the overall effort. A key proposed change, suggested in presentations and conversations, is to make greater use of smartphone apps as a platform for offering transit incentives. These apps can track trips, which can be used to document VMT reductions. This level of documentation is not necessary for the Air District's purposes but can be a tool for VMT mitigation, which can help support capital projects that are projected to increase VMT. WCCTAC staff believes that tools to document VMT reductions could be successfully integrated into the TDM program.

At its previous meeting in February, some WCCTAC Board members expressed a desire for the TDM Program to retain certain beneficial activities, even if those things don't reduce VMT in an immediate and quantifiable way. Other subregions have expressed similar sentiments. CCTA's Executive Director, Tim Haile, has said that he expects the program to be able to retain activities that are locally desired.

Use of TFCA Funds

The Authority *has* created a document to establish a policy for the allocation of Air District TFCA funds (attached). It aims to open annual TFCA funding to an array of organizations beyond subregions and open the allocation of TFCA funds to a range of projects and programs beyond TDM.

The TFCA Policy document suggests that organizations can request TFCA funding and that subregional boards would ultimately decide which projects and programs would get funded within their subregion. WCCTAC staff supports this type of framework. If another subregion shifted its TFCA funds from its TDM Program to other purposes, it would not impact West County. Likewise, if TFCA funds were shifted from West County's TDM program to other purposes, it would only be because of a WCCTAC Board decision.

There's no limit, however, on how much of the TFCA funding the Authority *itself* could use for non-TDM purposes under the proposed TFCA Policy. Taking funds off the top for other purposes would shrink available funding for the TDM Program. Staff recommends that the TFCA Policy either preclude CCTA from taking TFCA funds off the top for non-TDM activities, or at least establish some percentage limit on the amount that could be taken. This will help to ensure TDM Program funding predictability and adequacy.

Allocation of TDM Funds

In addition to limitations on the amount of funding that CCTA could re-direct from TFCA for non-TDM purposes, staff also believes that there should be limits on the amount of funding that CCTA takes off the top *within* the TDM Program. Under the proposed TFCA Policy, CCTA could retain funding for TDM activities that are offered in all subregions, which is a significant change from the current practice. Naturally, the bulk of activities in the TDM program are offered in all subregions.

If CCTA withholds TFCA funding for TDM activities with commonality across subregions, relatively little may flow to subregions. There have been concerns expressed in all four subregions about the prospect of significant changes to TFCA funding allocations.

Staff recommends that CCTA aim for simplicity in its approach to TFCA funding allocations for TDM. It could identify those things that it may wish or need to take off the top on an annual basis to support the program, which might involve tools in common (marketing, fees for apps, etc). The rest it could then allocate proportionately. This would allow subregions to have flexibility in TDM Program delivery. Subregions could decide to what extent they would like to

deliver program activities via their own staff capacities vs. making use of the Authority's consultants.

An approach in which WCCTAC carries out certain functions across all West County programs, but makes use of (essentially pays) CCTA's consultants for other types of routine activities, is a possibility that has been discussed with CCTA's Executive Director. Refining a TDM delivery approach in West County, however, relies on the Authority making funding available for implementation. Otherwise, WCCTAC may not have a choice in how most programs in West County are delivered, or in what gets delivered.

Next Steps

WCCTAC staff will deliver a presentation at the March 22, 2024, meeting to further explain its recommended changes to the TFCA Policy. Staff is seeking the Board's concurrence, as well as its direction on how best to communicate the Board's preferences to the CCTA. CCTA staff intends to take the proposed TFCA Policy to its Planning Committee in early April as part of a fast timeline for approval.

ATTACHMENT

A: CCTA's proposed TFCA Policy

Draft Contra Costa Transportation Authority Transportation Fund for Clean Air (TFCA) 40 Fund Policy Proposed for Fiscal Year 2024-25

A. Goal and Objectives:

- Reduce Vehicle Miles Travelled (VMT)
- Reduce air pollution and Green House Gases (GHG) emissions

B. Program Background

In 1991, the California State Legislature authorized the Bay Area Air Quality Management District (Air District) to impose a \$4 surcharge on motor vehicles registered within the Bay Area to fund projects clean air projects. The Air District allocates this revenue through its Transportation Fund for Clean Air (TFCA) program to fund eligible projects and programs. The statutory authority and requirements of the TFCA program are set forth in California Health and Safety Code (HSC) Sections 44241 and 44242.

Forty percent (40%) of these TFCA funds are pass-through funds to the designated county program manager in each of the nine counties within the Air District's jurisdiction based on the county's proportionate share of fee-paid vehicle registration. The remaining sixty percent (60%) of these funds are awarded by the Air District to eligible projects and programs implemented directly by the Air District and to a grant program known as the Regional Fund.

The Contra Costa Transportation Authority (Authority) has been designated as the Administering Agency (previously called Program Manager) for the TFCA 40% funds in Contra Costa County and is responsible for administering the County program including annually adopting a program of projects that meet the legislative requirements of the program.

The Air District annually adopts policies for the TFCA 40% Fund. The Transportation Fund for Clean Air 40% Fund Expenditure Plan Guidance (Guidance) for Fiscal Year Ending 2025 was used to guide the development of the CCTA TFCA Policy.

C. CCTA Fund Allocation Principles

Geographic Equity: Each of the four Contra Costa County subregions should receive proportional TFCA benefit based on the jobs-housing formula (Formula).

- Countywide projects: projects available or benefit county residents or commuters in all geographic areas. These projects will be funded from the total of TFCA county funds.
- Subregional projects: projects that benefit one or more subregions, but not the entire population in the County. After subtracting the cost of the countywide projects, the remaining funds will be allocated to subregional projects using the Formula.

The benefit to each subregion is calculated as the sum of the TFCA funds to countywide projects, distributed per the Formula, and the TFCA funds allocated to the subregional projects.

A sample calculation of the countywide projects and allocation to the subregional projects are included in Appendix E.

Role of the Regional Transportation Planning Committees (RTPC): Prioritize Subregional projects and submit recommendations to CCTA. Projects with the highest Cost Effectiveness (CE) ratio should be given priority consideration.

Role of Authority Board: Approves projects and CE findings.

D. Eligible Project Types:

Based on the eligible project categories included in the Air District Guidance and in consideration of the local needs, the following Project Types that best support the goals and objectives are recommended for funding:

- Bicycle and Pedestrian Projects: infrastructure projects, bike parking, bike share. (Policy #s 30, 31 & 33)
- Ridesharing Services: carpool, vanpool, or other rideshare services, financial subsidy/incentive for transit or rideshare, and Guaranteed Ride Home. (Policy #27)
- First- and Last-Mile Connections: transit services providing short-distance connections between mass transit and commercial hubs or employment centers. (Policy #29)
- Vehicle- and Fuel-based Projects: alternative fuel vehicles (including trucks and buses), alternative fuel infrastructure. (Policy #s 22 & 24)
- Telecommuting: Implementation of demonstration projects in telecommuting. (Policy #34)

Other Eligible Projects: Other projects eligible under the Guidance can be considered. These projects will be subjected to Case-by-Case Approval (Policy #3) by CCTA and the Air District.

E. Eligible Fund Recipients:

Cities, County, Transit agencies, RTPCs, and CCTA. Other public agencies and non-public entities are encouraged to work directly with eligible project sponsors to submit projects.

F. Administrative Procedures

Annual Program Schedule & Actions

Dates	Air District Mandate	Action
	iviandate	
January to March		Eligibility Screening
February Authority	X	CCTA Authority Board adopts Expenditure Plan (total
Board Meeting		annual county fund amount)
Feb. to April		Authority Board considers Policy updates, if necessary

June Authority Board	Х	Authority Board approves Air District/CCTA agreement	
Meeting			
Feb. to May		CCTA assists project sponsors in project documents	
May to July		Project sponsors submit Project Information Form with	
		project description, project type, draft CE calculations,	
		cost estimate, and TFCA funds requested.	
July to August		Project sponsors submit the final CE calculation and	
		Project Information Form, per the Guidance.	
Aug. to Sept.		RTPC selection and approval of subregional projects.	
NLT October Authority		CCTA staff presents the final projects to the CCTA Board	
Board Meeting		Authority for approval.	
Mid-November	Χ	CCTA submits all project documents to Air District	

Notes:

- 1. Eligibility Screening: For projects to be considered for funding, they must meet the eligibility requirements established by the Air District's current TFCA 40% Fund. Consistent with the policies, a key factor in determining eligibility is a project's CE ratio.
- 2. Project sponsors are encouraged to consult with CCTA staff on eligibility, CE calculations, and project readiness/ delivery scheduling. Upon request, CCTA staff will provide technical assistance to project sponsors in formulating the project definition and CE calculation.

Timely Use of Funds and Project Readiness:

The Authority is required to fully allocate the TFCA 40% funds annually, or risks the funds being returned to the Air District. The intent of TFCA is to fund projects that achieve surplus emission reductions within two years. Timely use of funds is an important consideration.

- Project Readiness Priority will be given to projects that are ready to proceed and have
 a realistic implementation schedule, budget, and funding package. Infrastructure
 projects can be considered for TFCA funding when the 65% design and environmental
 clearance are completed. Programs that cannot realistically commence within one
 calendar year and be completed within a two-year period will have lower priority.
 Project sponsors may be advised to resubmit these projects for a future TFCA
 programming cycle.
- The following is a list of activities that should be completed prior to allocating TFCA funds to ensure the successful completion of projects:
 - Planning (e.g., design)
 - Jurisdictional approval (e.g., permits)
 - Legislative approvals (e.g., CPUC)
 - Environmental review/approvals (e.g., EIR, negative declaration)
- The Authority may approve no more than two one-year extensions to the TFCA expenditure period, if significant progress has been made on the project. For FYE 2025,

- the Authority has the discretion to grant project extensions up to December 31, 2028. Any additional project extensions must be requested to the Air District.
- Recurring programs/services (e.g. TDM and transit services): a new program's start date
 can't occur before the previous program's end date. If there is unspent fund from the
 previous program, the project sponsor must close the project. The Authority may
 reallocate the unspent funds to a future cycle fund to the County total.

Project and Program Reporting:

- Project sponsors are required to report performance to comply with the Air District's requirement. Measurable and reportable VMT reduction (data-driven approach) is preferred over self-reporting data.
- Benefits to Priority Communities Project sponsors are required to report investment
 on the Highly Impacted Communities or Episodic Areas as defined by the Air District's
 Community Air Risk Evaluation (CARE) Program. Additionally, positive impact to Equity
 Priority Communities (EPC), whether the project is directly located in an Equity Priority
 Community (see Air District map) or can demonstrate benefits to Priority Populations
 defined by SB 535 disadvantaged communities and AB 1550 low-income communities
 should be documented.
- A detailed budget is required. At a minimum, the budget should show categories for labor, expenses, and incentives (if applicable). If a project includes multiple subcategories, expenses should be further assigned to each project sub-categories and by fund source.
- The reporting requirements are included in the funding agreement template.
- CCTA is responsible for reporting the metrics at the countywide level.
- All TFCA projects are required to be audited after completion. Generally, TFCA projects are audited every other year.

Appendices

- A. Transportation Fund for Clean Air 40% Fund Expenditure Plan Guidance For Fiscal Year Ending 2025, Bay Area Air Quality Management District
- B. Project Information Form
- C. Cost Effectiveness Worksheet
- D. Funding Agreement Template
- E. TFCA Fund Distribution Proposed Example Only

TFCA County Total		\$ 1,747,938	
Countywide Projects - Serving All Residents			
Project	Sponsor	Cost	
Pass2Class	TBD	\$320,000	
Guaranteed Ride Home	WCCTAC	\$60,000	
Spare the Air Transit Incentives	CCTA	\$135,000	
Vanpool	SWAT	\$50,000	
Countywide Project Total		\$565,000	
Note: project names and costs are for illustration purpose only.			

Subregional Projects - Sponsors TBD		\$ 1,182,938
Central County	30.70%	\$363,162
East County	26.60%	\$314,661
Southwest	20.50%	\$242,502
West County	22.20%	\$262,612

Benefits Distributed to Subregion	S	Total	Countywide	Subregional
Central County	30.70%	\$536,617	\$173,455	\$363,162
East County	26.60%	\$464,951	\$150,290	\$314,661
Southwest	20.50%	\$358,327	\$115,825	\$242,502
West County	22.20%	\$388,042	\$125,430	\$262,612
County Total		\$ 1,747,938		

WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE RESOLUTION NO. 24-04

AUTHORIZING A LEGAL SERVICES AGREEMENT WITH REDWOOD PUBLIC LAW LLP FOR KRISTOPHER J. KOKOTAYLO TO CONTINUE SERVING AS GENERAL COUNSEL

WHEREAS, the Board of Directors of the West Contra Costa Transportation Advisory Committee ("WCCTAC") previously appointed Kristopher J. Kokotaylo on October 23, 2015, to the position of General Counsel for WCCTAC ("General Counsel"), and to serve in said position for and during the pleasure of the Board of Directors; and

WHEREAS, Mr. Kokotaylo has been providing legal services to WCCTAC through the law firm of Meyers Nave; and

WHEREAS, Mr. Kokotaylo has left Meyers Nave to join Redwood Public Law LLP effective at the end of business on March 14, 2024; and

WHEREAS, Mr. Kokotaylo possesses the education, qualifications and experience necessary to serve as General Counsel and Alex Mog possesses the education, qualifications and experience necessary to serve as Assistant General Counsel; and

WHEREAS, the Board of Directors of WCCTAC desires to have Mr. Kokotaylo continue serving as General Counsel through an agreement with Redwood Public Law LLP.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. The Board of Directors of the West Contra Costa Transportation Advisory Committee hereby authorizes the Chair to execute an agreement with Redwood Public Law LLP, attached hereto as Exhibit A, effective March 22, 2024, for Kristopher Kokotaylo to continue serving as General Counsel and provide other legal services as necessary.
- 2. The Board of Directors of the West Contra Costa Transportation Advisory Committee hereby appoints Alex Mog as Assistant General Counsel, effective March 22, 2024.

The foregoing Resolution was adopted by the WCCTAC Board at a regular meeting on March 22, 2024 by the following vote:

n	1 22, 2024 by the following vote:
	AYES:
	NOES:
	ABSTAIN:
	ABSENT:

	By:
	Rita Xavier, Chair
Attest:	
	_
John Nemeth, Executive Director	

AGREEMENT FOR PROVISION OF LEGAL SERVICES

This AGREEMENT, made and entered into on March 22, 2024 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 Redwood Public Law LLP, hereinafter referred to as "ATTORNEY".

RECITALS

- A. WCCTAC desires certain legal services hereinafter described.
- B. WCCTAC desires to engage ATTORNEY to provide these services by reason of its qualifications and experience for performing such services and ATTORNEY 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, ATTORNEY shall perform the following legal services exclusively on behalf of WCCTAC. The services shall be performed under the direction of the WCCTAC Board of Directors and no services shall be undertaken without the written or verbal approval of the WCCTAC Executive Director.

- A. Legal services reasonably required to represent and advise WCCTAC with general counsel services.
- B. Day to day legal services will be provided by Kristopher J. Kokotaylo, who is designated as General Counsel, and Alex Mog, who is designated as Assistant General Counsel.

SECTION 2 - DUTIES OF ATTORNEY

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

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

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ATTORNEY shall be responsible for employing or engaging all persons necessary to perform the services of ATTORNEY.

SECTION 3 - DUTIES OF WCCTAC

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

WCCTAC shall examine documents submitted by ATTORNEY and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of ATTORNEY 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 terminated earlier by either party in accordance with Section Six (§6) of this Agreement.

SECTION 5 - PAYMENT

Payment shall be made by WCCTAC for services rendered upon submission of a payment request and WCCTAC's approval of the work performed. WCCTAC and ATTORNEY agree that ATTORNEY's invoices, detailing the hours worked and by whom, and the rate(s) charged, will be submitted monthly. ATTORNEY's invoices shall provide a detailed breakdown and costs for work performed by attorneys, staff, sub-consultants and legal specialists.

The fee for legal services is attached as Attachment A. Fees shall be adjusted at the beginning of each fiscal year, commencing 20, pursuant to the Consumer Price Index, CPI-U Published by the U.S. Dept of Labor Bureaus of Labor for US WCCTAC Average, all items, not seasonally adjusted, rounded to the nearest five dollars (\$5.00) per hour.

ATTORNEY's statement of fee and billing information which details the disbursement and expense policy is attached here to and made a part hereof (Attachment B).

<u>SECTION 6 - TERMINATION</u>

Without limitation to rights or remedies as otherwise exist by law, WCCTAC or ATTORNEY shall have the right to terminate this Agreement for any reason, upon sixty (60) days written notice to the other party. After receipt of a notice of termination, ATTORNEY will only perform such additional work as is reasonably necessary for the ending of the representation and the orderly transfer to new counsel. Hourly rates then in effect will continue to be billed during the transition period.

SECTION 7 - OWNERSHIP OF DOCUMENTS

All documents, files, graphics, and data prepared by the ATTORNEY 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. ATTORNEY shall transfer them to WCCTAC upon request without additional compensation. Any reuse or modification of such documents without prior written approval of ATTORNEY shall be prohibited. WCCTAC shall indemnify ATTORNEY for any claims, costs, or defense associated with unauthorized reuse or modification.

SECTION 8 - CONFIDENTIALITY

With the exception of documents that are protected by the attorney work-product privilege, which shall always remain non-discloseable, all reports and documents prepared by ATTORNEY in connection with the performance of this Agreement are confidential until released by WCCTAC to the public. Unless required by law, ATTORNEY shall not make any such documents or information available to any individual or organization not employed by ATTORNEY 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 ATTORNEY represents many other public entities, ATTORNEY is not aware of any actual conflicts or pending matters where the firm represents public agencies in matters adverse to WCCTAC.

ATTORNEY represents public clients, including numerous cities, redevelopment agencies, special districts, counties and other public entities. ATTORNEY performs a variety of professional services for its clients and it is possible that it will represent public agency clients on other matters with objectives or positions inconsistent with those of WCCTAC. Ordinarily, continuing to represent WCCTAC would not create an actual legal conflict. If an actual conflict of interest does arise, however, ATTORNEY will promptly advise WCCTAC of the legal conflict of interest and obtain a waiver of the conflict from WCCTAC and the other entity. WCCTAC acknowledges that ATTORNEY also represents the Cities of Pinole and El Cerrito, which are members of WCCTAC, and hereby expressly waives any conflict of interest in the representation of those Cities in accordance with California Rules of Professional Responsibility, Rule 3-310.

Alternatively, if the situation requires it, ATTORNEY will withdraw from representing either the other party, WCCTAC, or both as may be required by the State Bar Rules concerning the legal ethics for specific matters. ATTORNEY may not represent another client in opposing any project, program, or issue for which ATTORNEY has provided legal advice without WCCTACS's Executive Director's written consent.

<u>SECTION 10 – ATTORNEY'S STATUS</u>

It is expressly agreed that in the performance of the professional services required under this Agreement, ATTORNEY 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 ATTORNEY staff members, agents or employees of WCCTAC while providing services under this Agreement.

SECTION 11 - INDEMNITY

ATTORNEY agrees to defend, hold harmless, and indemnify WCCTAC and its officers from and against any and all claims, loss, liability, damage, and expense arising from the negligent performance of this Agreement by ATTORNEY. This provision does not apply to claims, loss, liability or damage or expense arising from the sole negligence, willful misconduct, or active negligence of WCCTAC. Furthermore, WCCTAC acknowledges that any comments or representations made by ATTORNEY regarding the potential outcome of any matters are expressions of opinion only and are not guarantees or promises about any outcome or results.

SECTION 12 - INSURANCE

ATTORNEY 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 \$4,000,000 aggregate.
- C. Workers Compensation in at least the minimum statutory limits.

SECTION 13 - NON-DISCRIMINATION

ATTORNEY warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither ATTORNEY nor any of its sub-contractors or legal 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 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 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

John Nemeth, Executive Director

6333 Potrero Ave. El Cerrito, CA 94530

To ATTORNEY: Kristopher J. Kokotaylo

Redwood Public Law LLP 66 Franklin Street, Suite 300

Oakland, CA 94607

SECTION 18 - AGREEMENT CONTAINS ALL UNDERSTANDINGS

This document represents the entire and integrated agreement between WCCTAC and ATTORNEY 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 ATTORNEY.

SECTION 19 - GOVERNING LAW

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

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

Date:	
	Rita Xavier, Chair WCCTAC
Date:	
	Kristopher J. Kokotaylo,
	Redwood Public Law LLP

6

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ATTACHMENT A

REDWOOD PUBLIC LAW LLP RATE SHEET

General Counsel Services	Hourly Rate
Principal	\$250
Of Counsel	\$250
Associate	\$250
Special Counsel/Litigation Services	Hourly Rate
Principal	\$325-\$455
Of Counsel	\$325-\$455
Associate	\$325-\$455

Prior to working on matters that are Specialty Services, ATTORNEY will obtain Executive Director's consent. "Specialty Services" for the purposes of this agreement shall include, but are not limited to:

- 1. preparation, prosecution and defense of litigation, including the representation of WCCTAC officials and employees, as appropriate and necessary;
- 2. representation at administrative and regulatory hearings;
- 3. CEQA and other environmental analyses;
- 4. public property acquisition and disposal (including eminent domain proceedings);
- 5. attention to other property matters of a "non-routine" nature;
- 6. advice regarding specialized employment issues, personnel disciplinary matters;

7

- 7. non-routine land use and development projects and entitlements;
- 8. construction disputes;
- 10. annexations, financing or tax matters

- 11. re-codification or ordinances or development of new ordinances or legislative drafting requiring more than "routine" legal research;
- 12. opinion letters or memos that require more than routine legal research; all cost-recovery matters.

ATTACHMENT B

REDWOOD PUBLIC LAW LLP STATEMENT OF FEE AND BILLING INFORMATION

The following is a general description of our fee and billing policies. These general policies may be modified by the specific engagement letter or agreement to which this summary is attached.

Professional Fees. Our fees for professional services are based on the fair value of the services rendered. To help us determine the value of our services, our attorneys and paralegals maintain time records for each client and matter. Our attorneys and paralegals are assigned hourly rates which are based on years of experience, specialization, training and level of professional attainment. We adjust our rates periodically (usually at the beginning of each year) to take into account inflation and the increased experience of our professional personnel.

To keep professional fees at a minimum, legal work that does not require more experienced attorneys will be performed, where feasible, by attorneys with lower billing rates. Of course, the quality of the work is paramount, and we do not sacrifice quality to economy.

Before undertaking a particular assignment, we will, if requested, provide you with a fee estimate to the extent possible. Estimates are not possible for some matters, however, and cannot be relied on in many others because the scope of our work will not be clear at the outset. When a fee estimate is given, it is only an estimate; it is not a maximum or minimum fee quotation. The actual fee may be more or less than the quoted estimate.

Billing And Payment Procedures. Unless other arrangements are made at the time of the engagement, invoices will be sent monthly. Invoices for outside services exceeding \$100 may be billed separately. Occasionally, however, we may defer billing for a given month or months if the accrued fees and costs do not warrant current billing or if other circumstances would make it appropriate to defer billing.

Our invoices contain a brief narrative description of the work performed; if requested, the initials of the attorney who performed the work will appear on the statement. The invoice will include a line item reflecting in-house administrative costs. The firm's in-house administrative costs include, but are not limited to, duplicating, facsimile charges, telephone charges, E-mail, postage, mileage and other administrative expenses.

The firm will be reimbursed for all outside services incurred in the course of providing legal services to our client(s). Outside services will include, but are not limited to, all third-party expenses, delivery charges, travel expenses, outside research services, filing fees, expert witness and expert consultant fees.

If you have any questions regarding an invoice, the Finance Director or Chief Operating Officer is available to answer your questions. For any unresolved matters, the Bar Association has an arbitration mechanism that can be used to resolve such matters.

Late Payments. Statements for services are payable upon presentation and, in all events, within thirty (30) days after receipt. Occasionally a client has difficulty in making timely payments. To avoid burdening those clients who pay their statements promptly with the added costs we incur as a result of late payments, a late charge will be assessed on statements not paid within thirty (30) days. The maximum monthly late payment charge will be 1.5% per month. In the unlikely event we are required to institute legal proceedings to collect fees and costs, the prevailing party will be entitled to reasonable attorneys' fees and other costs of collection.

El Cerrito



Hercules

February 28, 2024

Pinole

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

RE: February 2024 WCCTAC Board Meeting Summary

Richmond

San Pablo

Dear Tim:

The WCCTAC Board, at its meeting on February 23, 2024, heard the following informational reports, which may be of interest to the Authority:

- 1. Tim Haile, Executive Director of CCTA, provided an overview of current CCTA initiatives, including the TDM 2.0 concept.
- 2. Emily Warming, of Contra Costa County staff, provided a report on the West County Safe Routes to School / Walk and Bike Leaders program.

Contra Costa County If you have any questions, feel free to contact me.

Sincerely,

AC Transit

John Nemeth
Executive Director

cc: Tarienne Grover, CCTA

BART

WestCAT



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

ABAG: Association of Bay Area Governments

ACTC: Alameda County Transportation Commission

ADA: Americans with Disabilities Act

APC: Administration and Projects Committee (CCTA) **ATSP:** Accessible Transportation Strategic Plan

ATP: Active Transportation Program

AV: Autonomous Vehicle

BAAQMD: Bay Area Air Quality Management District

BATA: Bay Area Toll Authority

BCDC: Bay Conservation and Development Commission **Caltrans:** California Department of Transportation **CBTP:** Community Based Transportation Plan **CCTA:** Contra Costa Transportation Authority

CEQA: California Environmental Quality Act

CIL: Center for Independent Living

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

DAA: Design Alternatives Assessment
DEIR: Draft Environmental Impact Report
EBRPD: East Bay Regional Park District
EIR: Environmental Impact Report
EIS: Environmental Impact Statement
EPCs: Equity Priority Communities

EVP: Emergency Vehicle Preemption (traffic signals)

FHWA: Federal Highway Administration **FTA:** Federal Transit Administration

FY: Fiscal Year

HOV: High Occupancy Vehicle Lane **ICM:** Integrated Corridor Mobility

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

NEPA: National Environmental Policy Act

O&M: Operations and Maintenance

OBAG: One Bay Area Grant

PAC: Policy Advisory Committee

PASS: Program for Arterial System Synchronization

PBTF: Pedestrian, Bicycle and Trail Facilities

PC: Planning Committee (CCTA)

PCC: Paratransit Coordinating Committee (CCTA)

PDA: Priority Development Areas **PSR:** Project Study Report (Caltrans)

RHNA: Regional Housing Needs Allocation (ABAG)

RPTC: Richmond Parkway Transit Center

RTIP: Regional Transportation Improvement Program

RTO: Regional Transportation Objective

RTP: Regional Transportation Plan

RTPC: Regional Transportation Planning Committee

SCS: Sustainable Communities Strategy

SHPO: State Historic and Preservation Officer

SOV: Single Occupant Vehicle **STA:** State Transit Assistance

STIP: State Transportation Improvement Program **STMP:** Subregional Transportation Mitigation Plan

SWAT: Regional Transportation Planning Committee for Southwest County

TAC: Technical Advisory Committee

TCC: Technical Coordinating Committee (CCTA)

TDA: Transit Development Act funds

TDM: Transportation Demand Management **TFCA:** Transportation Fund for Clean Air **TEP:** Transportation Expenditure Plan

TLC: Transportation for Livable Communities

TOD: Transit Oriented Development

TRANSPAC: Regional Transportation Planning Committee for Central County **TRANSPLAN:** Regional Transportation Planning Committee for East County

TSP: Transit Signal Priority (traffic signals and buses)

VMT: Vehicle Miles Traveled

WCCTAC: West County Costa Transportation Advisory Committee

WETA: Water Emergency Transportation Authority