



El Cerrito

MEETING NOTICE AND AGENDA

DATE & TIME: Friday, January 27, 2017, 8:00 a.m. – 10:00 a.m.

Hercules

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

Pinole

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

Richmond

3. **Election of Officers:**
 - a. CCTA Representative (odd-year term),
 - b. CCTA Alternate(s),
 - c. WCCTAC Chair,
 - d. WCCTAC Vice-Chair.(Attachment; Recommended Action: Elect Board members to positions)

San Pablo

CONSENT CALENDAR

Contra Costa
County

4. **Minutes of December 9, 2016 Board Meeting.** (Attachment; Recommended Action: Approve)

5. **Monthly Update on WCCTAC Activities.** (Attachment; Information Only)

AC Transit

6. **Financial Reports.** The reports show the Agency's revenues and expenses for November and December 2016. (Attachment; Information Only)

BART

7. **Payment of Invoices over \$10,000.** WCCTAC paid \$527,000 to the City of Richmond in STMP funds as directed by the Board. It also paid \$36,118.51 to WSP-Parsons Brinkerhoff in January relating to the High Capacity Transit Study. (No Attachment; Information Only)

WestCAT

8. **FY 17 Master Cooperative Agreement with CCTA No. 17W.TDM Co-Op.** The Cooperative Agreement is for funding allocations from CCTA to WCCTAC for the various initiatives under the overall TDM Program. (Attachment; Recommended Action: Authorize Executive Director to enter into Cooperative Agreement)

9. Resolution Establishing Revised Terms of Compensation for the Executive Director
(Attachment; Recommended Action: Approve)

REGULAR AGENDA ITEMS

- 10. Review of STMP Funding Requests with STMP and Measure J 28b Funding Recommendations.** Staff and the WCCTAC TAC have evaluated requests by project sponsors for STMP funds and are proposing an approach that uses both STMP and Measure J 28b funds. *(John Nemeth – WCCTAC Staff; Recommended Action: Approve staff recommendation or provide alternative direction)*
- 11. Update on Countywide TDM Strategic Plan.** Staff will provide a brief overview of the upcoming Countywide TDM Strategic Plan being led by CCTA with involvement from the RTPCs. *(Danelle Carey - WCCTAC Staff; Attachment; Information Only)*

STANDING ITEMS

- 12. Board and Staff Comments.**
- a. Board Member Comments, Conference/Meeting Reports (AB 1234 Requirement), and Announcements
 - b. Report from CCTA Representatives *(Directors Abelson & Butt)*
 - c. Executive Director's Report
- 13. Other Business.**
- 14. General Information Items.**
- a. Letters to CCTA Executive Director with December 22, 2015 Summary of Board Actions
 - b. Acronym List
- 15. Adjourn.** Next meeting is: February 24, 2017 @ 8:00 a.m.
in the El Cerrito City Hall Council Chambers, located
at 10890 San Pablo Avenue, El Cerrito

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



TO: WCCTAC Board

DATE: January 27, 2017

FR: John Nemeth, Executive Director

RE: Election of Officers and CCTA Representatives

REQUESTED ACTION

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

BACKGROUND AND DISCUSSION

CCTA Odd-Year Representative

Tom Butt was elected as WCCTAC's "odd-year" CCTA representative in 2015. His two-year term expires on January 31, 2017. The "odd-year" representative sits on the full CCTA Board and on CCTA's Administration and Projects Committee. The "odd-year" and "even-year" representatives are each other's alternates for the Committees on which they sit. Janet Abelson is the "even-year" representative and sits on the Planning Committee. Her term expires on January 31, 2018.

According to the WCCTAC Joint Exercise of Powers Agreement (JPA) Section 9 (A) (3) (c), only the Cities and the 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 a majority.

CCTA Alternate(s)

Outgoing Board Chair Sherry McCoy is the current alternate and will need to be replaced. WCCTAC may elect a single alternate for both Board members (as is currently done), or elect an alternate for each Board member. The alternate sits on the CCTA Board if one of the representatives is unavailable. The alternate also sits on the two standing Committees if neither of the CCTA representatives are available.

WCCTAC Chair

Sherry McCoy is the outgoing Chair and was elected in January, 2016. The term for the Chair is for one year. All members may vote for the Board Chair and any member can serve as Chair.

WCCTAC Vice-Chair

Janet Abelson is the current Vice-Chair. Often, WCCTAC Vice-Chairs later serve as Chair. All members may vote for the Board Vice-Chair and any member can serve as Vice-Chair.

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**West Contra Costa Transportation Advisory Committee
Board of Directors Meeting
Meeting Minutes: December 9, 2016**

MEMBERS PRESENT: Sherry McCoy, Chair (Hercules); Janet Abelson, Vice-Chair (El Cerrito); Tom Butt, (Richmond); Gayle McLaughlin (Richmond); Roy Swearingen (Pinole); Cecilia Valdez (San Pablo); Joel Keller (BART); Elsa Ortiz (AC Transit); Vinay Pimplé (Richmond)

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

ACTIONS LISTED BY: Valerie Jenkins

Meeting Called to Order: 8:00am

Meeting Adjourned: 11:00am

Public Comment: N/A

Consent Calendar: Motion by Vice-Chair Abelson, seconded by *Director Swearingen*; *Director Ortiz abstained*; motion passed.

- 3. Minutes of the October Board Meeting**
- 4. Monthly Update on WCCTAC Activities.**
- 5. Financial Reports for October and November 2016.**
- 6. Payments for invoices over \$10,000; WSP/Parsons-Brinckerhoff: \$25,056.40, 16,928.21, \$25,078.50 and \$13,715.62.**
- 7. Future Board Allocations of STMP Funds.**

Regular Agenda Items:

| ITEM/DISCUSSION | ACTION |
|--|---|
| Item # 8 Proposal to Allocate Measure J, Program 21b funds for John Swett Unified School District (JSUD) Student Bus Pass Program | <i>Director McLaughlin</i> motioned to support staff's recommendations for the use of Measure J 21b funds for the John Swett Unified School District Student Bus Program; seconded by <i>Director Swearingen</i> . Motion passed unanimously. |
| Item #9 High Capacity Transit Study-Draft Technical Memo 11: Alternatives, Refinement and Draft Outreach Materials | <i>Information Only/Update</i> Rebecca Kohlstrand, WSP-PB Project Manager, gave an overview of Draft Technical Memo 11: Alternatives Refinement. |

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TO: WCCTAC Board

DATE: January 27, 2017

FR: John Nemeth, Executive Director

RE: Monthly Update on WCCTAC Activities – January 2017

ATP Grant Award for Fred Jackson Way



MTC recently recommended funding for 14 projects in the Bay Area through Active Transportation Program (ATP) grants. In West County, that included a grant of \$3,300,000 million grant to improve first mile and last mile access for bike and pedestrian users on Fred Jackson Way in unincorporated North Richmond. Congratulations to the County for receiving these very competitive funds.

Strategic Planning for the Future of TDM

WCCTAC, SWAT, TRANSPLAN, TRANSPLAN staff are working closely with CCTA staff to develop an RFP for a Countywide Strategic Plan for Transportation Demand Management (TDM) programs. With emerging technologies impacting the travel patterns in Contra Costa, there is a need to reflect on the current suite of programs and services. The overall objective of the Strategic Plan is to enhance our ability to provide our jurisdictions with the most useful and relevant TDM support/services.

OBAG 2 and Measure J Call for Projects

Applications for four different grants were due to CCTA on December 9th: They include: Cycle 2 of the One Bay Area Grant (OBAG) 2 Competitive funds, OBAG 2 Safe Routes to School (SRTS) funds, Measure J Transportation for Livable Communities (TLC) funds and Measure J Pedestrian Bike Trail Funds (PBTF) funds. Of all the sub-regions in Contra Costa, West County at the highest number of applications and overall funding requests with 56% of the funds being requested from West County.

STMP Nexus Study Update and Strategic Plan Request for Proposals

WCCTAC received four responses to its recent request for proposals to update its nexus study and prepare a strategic plan for the Subregional Transportation Mitigation Program (STMP). A review panel composed of WCCTAC staff and WCCTAC TAC members reviewed the proposals and identified two teams to invite for interviews. The interviews were held and the review panel is currently in the process of checking references. We anticipate having a draft agreement with a selected consultant team for the Board to consider at its February meeting. WCCTAC greatly appreciates the assistance of Yvetteh Ortiz of El Cerrito, and John Cunningham of Contra Costa County, for their time and assistance in reviewing proposals and interviewing consultant teams.



West County Accessible Transportation Study

The West County Accessible Transportation Study is in the information collection phase. Previous relevant reports have been tracked and the consultant team is beginning to reach out to stakeholders to get current data on existing services. The next phase will be the development of community outreach efforts. Staff will bring information to the Board as these events are developed.

Update on I-80 Smart Corridors Project

According to Caltrans Corridor Manager, David Man, traffic patterns are still normalizing while Caltrans staff continues to fine tune the metering operations. Caltrans recently completed another round of ramp meter fine-tuning in mid-November to account for changing traffic patterns. In general, Caltrans has observed some positive effects from the new elements coming online on I-80.

Queue Jumping in Pinole: The installation of signs to restrict traffic from using the on/off ramps to bypass freeway traffic should be completed in the next 4-6 weeks. The design and plans for the signs were approved on November 1, 2016. Due to the significant workload of the sign installation crews, it normally takes 3-4 months for new signs to be installed on site.

Traffic Information Display Boards: FHWA officially approved the experimental usage of 3 to 6 line messages on the large color traffic information display boards. This will allow Caltrans to display and evaluate the effectiveness of more complex traveler information concepts such as transit travel or departure times to encourage transit usage on the corridor. The new message content should be available to the public in mid-2017.

Annual Report from TRAC

Each year, the Trails for Richmond Action Committee (TRAC), produces an annual report on the efforts and progress made regrading Richmond area trails. The entire report can be found at <http://pointrichmond.com/baytrail/>. It highlights seven projects underway to construct 6.7 miles of Bay Trail in Richmond and 4.3 miles across the Richmond/San Rafael (RSR) Bridge. It also mentions new attractions along Richmond's existing 32 miles of Bay Trail, such the Every Kid in a Park program, wine tasting, a brewery tap room, and the El Toro sailboat sculpture. The map below shows the status of the Bay Trail in Richmond



West County High Capacity Transit Study

Progress on the study continues. The online survey and second round outreach materials are almost ready to be sent for translation, while will take about three weeks. As soon as we receive the translations, we'll distribute the materials to our study partners. The consulting team has been working on ridership modeling, which is being finalized. Staff is aiming for the next round of technical memo to be reviewed by the Study Management Group and WCCTAC-TAC at their February meetings.

General Ledger

Budget Status

User: KellyS
 Printed: 1/18/2017 - 8:51 AM
 Period: 1 to 5, 2017



CITY OF SAN PABLO
 City of New Directions

| Account Number | Description | Budget Amount | Period Amount | YTD Amount | YTD Var | Encumbered Amount | Available | % Available |
|------------------------|--------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|--------------|
| Fund 770 | WCCTAC Operations | | | | | | | |
| Dept 770-7700 | WCCTAC Operations | | | | | | | |
| E01 | Salary and Benefits | | | | | | | |
| 770-7700-41000 | Salary | 375,643.00 | 105,719.39 | 105,719.39 | 269,923.61 | 0.00 | 269,923.61 | 71.86 |
| 770-7700-41001 | Part Time Employees | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 770-7700-41002 | Buy Back Compensation | 0.00 | 111.19 | 111.19 | -111.19 | 0.00 | -111.19 | 0.00 |
| 770-7700-41004 | Salary | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 770-7700-41105 | Workers Compensation | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 770-7700-41200 | PERS Retirement | 0.00 | 28,129.01 | 28,129.01 | -28,129.01 | 0.00 | -28,129.01 | 0.00 |
| 770-7700-41210 | Pension Benefits | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 770-7700-41300 | Healthcare | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 770-7700-41310 | Medical Insurance | 0.00 | 18,806.69 | 18,806.69 | -18,806.69 | 0.00 | -18,806.69 | 0.00 |
| 770-7700-41311 | Retiree Healthcare | 0.00 | 778.15 | 778.15 | -778.15 | 0.00 | -778.15 | 0.00 |
| 770-7700-41400 | Dental | 0.00 | 1,440.10 | 1,440.10 | -1,440.10 | 0.00 | -1,440.10 | 0.00 |
| 770-7700-41500 | Vision | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 770-7700-41800 | LTD Insurance | 0.00 | 904.85 | 904.85 | -904.85 | 0.00 | -904.85 | 0.00 |
| 770-7700-41900 | Medicare | 0.00 | 1,510.78 | 1,510.78 | -1,510.78 | 0.00 | -1,510.78 | 0.00 |
| 770-7700-41901 | Other Insurances | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 770-7700-41902 | FICA | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 770-7700-41903 | Employee Assistance Program | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 770-7700-41904 | Life Insurance | 0.00 | 264.19 | 264.19 | -264.19 | 0.00 | -264.19 | 0.00 |
| 770-7700-41905 | Benefits In Lieu | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 770-7700-41906 | Bonds | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 770-7700-41911 | Liability Insurance | 3,944.00 | 7,660.09 | 7,660.09 | -3,716.09 | 0.00 | -3,716.09 | 0.00 |
| 770-7700-41912 | Unemployment Insurance | 0.00 | 350.00 | 350.00 | -350.00 | 0.00 | -350.00 | 0.00 |
| 770-7700-41915 | Educational Incentive | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 770-7700-41999 | Employee Benefits | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 770-7700-49005 | PERS Side Fund | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 770-7700-49006 | GASB 45 OPEB | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| E01 Sub Totals: | | 379,587.00 | 165,674.44 | 165,674.44 | 213,912.56 | 0.00 | 213,912.56 | 56.35 |
| E03 | Service and Supplies | | | | | | | |
| 770-7700-42001 | Communications | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 770-7700-43500 | Office Supplies | 4,000.00 | 1,573.96 | 1,573.96 | 2,426.04 | 0.00 | 2,426.04 | 60.65 |
| 770-7700-43501 | Postage | 700.00 | 941.94 | 941.94 | -241.94 | 0.00 | -241.94 | 0.00 |
| 770-7700-43520 | Copies/Printing/Shipping/Xerox | 3,700.00 | 1,171.76 | 1,171.76 | 2,528.24 | 0.00 | 2,528.24 | 68.33 |

| Account Number | Description | Budget Amount | Period Amount | YTD Amount | YTD Var | Encumbered Amount | Available | % Available |
|----------------|---------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|--------------|
| 770-7700-43530 | Office Furn & Equipmt <\$5000 | 2,500.00 | 0.00 | 0.00 | 2,500.00 | 0.00 | 2,500.00 | 100.00 |
| 770-7700-43600 | Professional Services | 56,630.00 | 23,734.21 | 23,734.21 | 32,895.79 | 0.00 | 32,895.79 | 58.09 |
| 770-7700-43900 | Rent/Building | 17,300.00 | 7,608.73 | 7,608.73 | 9,691.27 | 0.00 | 9,691.27 | 56.02 |
| 770-7700-44000 | Special Department Expenses | 10,000.00 | 3,236.74 | 3,236.74 | 6,763.26 | 0.00 | 6,763.26 | 67.63 |
| 770-7700-44320 | Travel/Training Staff | 6,000.00 | 4,298.07 | 4,298.07 | 1,701.93 | 0.00 | 1,701.93 | 28.37 |
| | E03 Sub Totals: | 100,830.00 | 42,565.41 | 42,565.41 | 58,264.59 | 0.00 | 58,264.59 | 57.78 |
| E09 | Multi Dept. Expense Transfers | | | | | | | |
| 770-7700-49001 | Building Maintenance | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 770-7700-49004 | Comm/Util/Copies | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | E09 Sub Totals: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Expense Sub Totals: | 480,417.00 | 208,239.85 | 208,239.85 | 272,177.15 | 0.00 | 272,177.15 | 56.65 |
| | Dept 7700 Sub Totals: | 480,417.00 | 208,239.85 | 208,239.85 | 272,177.15 | 0.00 | 272,177.15 | 56.65 |
| | Fund Revenue Sub Totals: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Fund Expense Sub Totals: | 480,417.00 | 208,239.85 | 208,239.85 | 272,177.15 | 0.00 | 272,177.15 | 56.65 |
| | Fund 770 Sub Totals: | 480,417.00 | 208,239.85 | 208,239.85 | 272,177.15 | 0.00 | 272,177.15 | 56.65 |

| Account Number | Description | Budget Amount | Period Amount | YTD Amount | YTD Var | Encumbered Amount | Available | % Available |
|-----------------|--------------------------------|---------------|---------------|------------|------------|-------------------|------------|-------------|
| Fund 772 | WCCTAC TDM | | | | | | | |
| Dept 772-7720 | WCCTAC TDM | | | | | | | |
| E01 | Salary and Benefits | 378,264.00 | 94,419.09 | 94,419.09 | 283,844.91 | 0.00 | 283,844.91 | 75.04 |
| 772-7720-41000 | Salary | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 772-7720-41001 | Part Time Employees | 0.00 | 444.77 | 444.77 | -444.77 | 0.00 | -444.77 | 0.00 |
| 772-7720-41002 | Buy Back Compensation | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 772-7720-41004 | Salary | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 772-7720-41105 | Workers Compensation | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 772-7720-41200 | PERS Retirement | 0.00 | 24,939.33 | 24,939.33 | -24,939.33 | 0.00 | -24,939.33 | 0.00 |
| 772-7720-41210 | Pension Benefits | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 772-7720-41300 | Healthcare | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 772-7720-41310 | Medical Insurance | 0.00 | 19,522.43 | 19,522.43 | -19,522.43 | 0.00 | -19,522.43 | 0.00 |
| 772-7720-41400 | Dental Insurance | 0.00 | 1,650.98 | 1,650.98 | -1,650.98 | 0.00 | -1,650.98 | 0.00 |
| 772-7720-41500 | Vision Care | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 772-7720-41800 | LTD Insurance | 0.00 | 495.39 | 495.39 | -495.39 | 0.00 | -495.39 | 0.00 |
| 772-7720-41900 | Medicare | 0.00 | 1,344.85 | 1,344.85 | -1,344.85 | 0.00 | -1,344.85 | 0.00 |
| 772-7720-41901 | Other Insurances | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 772-7720-41902 | FICA | 0.00 | 696.58 | 696.58 | -696.58 | 0.00 | -696.58 | 0.00 |
| 772-7720-41903 | Employee Assistance Program | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 772-7720-41904 | Life Insurance | 0.00 | 153.41 | 153.41 | -153.41 | 0.00 | -153.41 | 0.00 |
| 772-7720-41905 | Benefits in Lieu | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 772-7720-41906 | Bonds | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 772-7720-41911 | Liability Insurance | 3,944.00 | 7,660.11 | 7,660.11 | -3,716.11 | 0.00 | -3,716.11 | 0.00 |
| E01 Sub Totals: | | 382,208.00 | 151,326.94 | 151,326.94 | 230,881.06 | 0.00 | 230,881.06 | 60.41 |
| E03 | Service and Supplies | | | | | | | |
| 772-7720-42001 | Communication | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 772-7720-43300 | Memberships/Subscriptions | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 772-7720-43500 | Office Supplies | 500.00 | 2,213.44 | 2,213.44 | -1,713.44 | 0.00 | -1,713.44 | 0.00 |
| 772-7720-43501 | TDM Postage | 0.00 | 2,681.34 | 2,681.34 | -2,681.34 | 0.00 | -2,681.34 | 0.00 |
| 772-7720-43502 | TDM Postage | 2,000.00 | 171.25 | 171.25 | 1,828.75 | 0.00 | 1,828.75 | 91.44 |
| 772-7720-43520 | Copies/Printing/Shipping/Xerox | 4,900.00 | 1,022.56 | 1,022.56 | 3,877.44 | 0.00 | 3,877.44 | 79.13 |
| 772-7720-43600 | Professional Services | 31,630.00 | 19,190.31 | 19,190.31 | 12,439.69 | 0.00 | 12,439.69 | 39.33 |
| 772-7720-43900 | Rent/Building | 20,800.00 | 10,206.54 | 10,206.54 | 10,593.46 | 0.00 | 10,593.46 | 50.93 |
| 772-7720-44000 | Special Department Expenses | 179,371.00 | 76,794.89 | 76,794.89 | 102,576.11 | 0.00 | 102,576.11 | 57.19 |
| 772-7720-44001 | Public Information / Workshops | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 772-7720-44320 | Travel/Training Staff | 3,500.00 | 1,384.81 | 1,384.81 | 2,115.19 | 0.00 | 2,115.19 | 60.43 |
| E03 Sub Totals: | | 242,701.00 | 113,665.14 | 113,665.14 | 129,035.86 | 0.00 | 129,035.86 | 53.17 |
| E09 | Multi Dept. Expense Transfers | | | | | | | |
| 772-7720-49001 | Building Maintenance | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 772-7720-49004 | Comm/Util/Copies | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| E09 Sub Totals: | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| Account Number | Description | Budget Amount | Period Amount | YTD Amount | YTD Var | Encumbered Amount | Available | % Available |
|----------------|--------------------------|---------------|---------------|------------|------------|-------------------|------------|-------------|
| | Expense Sub Totals: | 624,909.00 | 264,992.08 | 264,992.08 | 359,916.92 | 0.00 | 359,916.92 | 57.60 |
| Dept 772-7730 | Dept 7720 Sub Totals: | 624,909.00 | 264,992.08 | 264,992.08 | 359,916.92 | 0.00 | | |
| E01 | STMP | | | | | | | |
| 772-7730-41000 | Salary and Benefits | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 772-7730-41004 | Salary | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | E01 Sub Totals: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Expense Sub Totals: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Dept 7730 Sub Totals: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| | Fund Revenue Sub Totals: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Fund Expense Sub Totals: | 624,909.00 | 264,992.08 | 264,992.08 | 359,916.92 | 0.00 | 359,916.92 | 57.60 |
| | Fund 772 Sub Totals: | 624,909.00 | 264,992.08 | 264,992.08 | 359,916.92 | 0.00 | | |

| Account Number | Description | Budget Amount | Period Amount | YTD Amount | YTD Var | Encumbered Amount | Available | % Available |
|----------------|-------------------------------|---------------|---------------|------------|--------------|-------------------|--------------|-------------|
| Fund 773 | STMP | | | | | | | |
| Dept 773-7730 | STMP | | | | | | | |
| E01 | Salary and Benefits | 40,000.00 | 0.00 | 0.00 | 40,000.00 | 0.00 | 40,000.00 | 100.00 |
| 773-7730-41000 | Salary | | | | | | | |
| 773-7730-41001 | Part Time Employees | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 773-7730-41004 | Salary | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 773-7730-41200 | PERS Retirement | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 773-7730-41310 | Medical Insurance | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 773-7730-41400 | Dental | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 773-7730-41800 | LTD Insurance | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 773-7730-41900 | Medicare | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 773-7730-41902 | FICA | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 773-7730-41904 | Life Insurance | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | E01 Sub Totals: | 40,000.00 | 0.00 | 0.00 | 40,000.00 | 0.00 | 40,000.00 | 100.00 |
| E03 | Service and Supplies | | | | | | | |
| 773-7730-43500 | Office Supplies | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 773-7730-43600 | Professional Services | 250,000.00 | 0.00 | 0.00 | 250,000.00 | 0.00 | 250,000.00 | 100.00 |
| 773-7730-43900 | Rent/Building | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 773-7730-44000 | Special Department Expense | 2,827,000.00 | 0.00 | 0.00 | 2,827,000.00 | 0.00 | 2,827,000.00 | 100.00 |
| 773-7730-44320 | Travel/Training Staff | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | E03 Sub Totals: | 3,077,000.00 | 0.00 | 0.00 | 3,077,000.00 | 0.00 | 3,077,000.00 | 100.00 |
| E09 | Multi Dept. Expense Transfers | | | | | | | |
| 773-7730-49001 | Building Maintenance | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | E09 Sub Totals: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Expense Sub Totals: | 3,117,000.00 | 0.00 | 0.00 | 3,117,000.00 | 0.00 | 3,117,000.00 | 100.00 |
| | Dept 7730 Sub Totals: | 3,117,000.00 | 0.00 | 0.00 | 3,117,000.00 | 0.00 | 3,117,000.00 | 100.00 |
| | Fund Revenue Sub Totals: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Fund Expense Sub Totals: | 3,117,000.00 | 0.00 | 0.00 | 3,117,000.00 | 0.00 | 3,117,000.00 | 100.00 |
| | Fund 773 Sub Totals: | 3,117,000.00 | 0.00 | 0.00 | 3,117,000.00 | 0.00 | 3,117,000.00 | 100.00 |

| Account Number | Description | Budget Amount | Period Amount | YTD Amount | YTD Var | Encumbered Amount | Available | % Available |
|----------------|-------------------------------|---------------|---------------|------------|------------|-------------------|------------|-------------|
| Fund 774 | WCCCTAC Special Projects | | | | | | | |
| Dept 774-7740 | WCCCTAC Special Projects | | | | | | | |
| E01 | Salary and Benefits | | | | | | | |
| 774-7740-41000 | Salary | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 774-7740-41004 | Salary | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 774-7740-41200 | PERS Retirement | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 774-7740-41310 | Medical Insurance | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 774-7740-41800 | LTD Insurance | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 774-7740-41900 | Medicare | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 774-7740-41904 | Life Insurance | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 774-7740-41911 | Liability Insurance | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | E01 Sub Totals: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| E03 | Service and Supplies | | | | | | | |
| 774-7740-43500 | Office Supplies | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 774-7740-43600 | Professional Services | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 774-7740-44000 | Special Department Expense | 483,581.00 | 79,788.73 | 79,788.73 | 403,792.27 | 0.00 | 403,792.27 | 83.50 |
| 774-7740-44320 | Travel/Training Staff | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | E03 Sub Totals: | 483,581.00 | 79,788.73 | 79,788.73 | 403,792.27 | 0.00 | 403,792.27 | 83.50 |
| E09 | Multi Dept. Expense Transfers | | | | | | | |
| 774-7740-49001 | Building Maintenance | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | E09 Sub Totals: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Expense Sub Totals: | 483,581.00 | 79,788.73 | 79,788.73 | 403,792.27 | 0.00 | 403,792.27 | 83.50 |
| | Dept 7740 Sub Totals: | 483,581.00 | 79,788.73 | 79,788.73 | 403,792.27 | 0.00 | 403,792.27 | 83.50 |
| | Fund Revenue Sub Totals: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Fund Expense Sub Totals: | 483,581.00 | 79,788.73 | 79,788.73 | 403,792.27 | 0.00 | 403,792.27 | 83.50 |
| | Fund 774 Sub Totals: | 483,581.00 | 79,788.73 | 79,788.73 | 403,792.27 | 0.00 | 403,792.27 | 83.50 |

| Account Number | Description | Budget Amount | Period Amount | YTD Amount | YTD Var | Encumbered Amount | Available | % Available |
|----------------|-----------------|---------------|---------------|------------|--------------|-------------------|--------------|-------------|
| | Revenue Totals: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Expense Totals: | 4,705,907.00 | 553,020.66 | 553,020.66 | 4,152,886.34 | 0.00 | 4,152,886.34 | 88.25 |
| | Report Totals: | 4,705,907.00 | 553,020.66 | 553,020.66 | 4,152,886.34 | 0.00 | | |

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General Ledger

Budget Status

User: KellyS
 Printed: 1/18/2017 - 8:53 AM
 Period: 1 to 6, 2017



CITY OF SAN PABLO
 City of New Directions

| Account Number | Description | Budget Amount | Period Amount | YTD Amount | YTD Var | Encumbered Amount | Available | % Available |
|------------------------|--------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|--------------|
| Fund 770 | WCCTAC Operations | | 129,161.78 | 129,161.78 | 246,481.22 | 0.00 | 246,481.22 | 65.62 |
| Dept 770-7700 | WCCTAC Operations | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| E01 | Salary and Benefits | | 111.19 | 111.19 | -111.19 | 0.00 | -111.19 | 0.00 |
| 770-7700-41000 | Salary | 375,643.00 | 129,161.78 | 129,161.78 | 246,481.22 | 0.00 | 246,481.22 | 65.62 |
| 770-7700-41001 | Part Time Employees | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 770-7700-41002 | Buy Back Compensation | 0.00 | 111.19 | 111.19 | -111.19 | 0.00 | -111.19 | 0.00 |
| 770-7700-41004 | Salary | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 770-7700-41105 | Workers Compensation | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 770-7700-41200 | PERS Retirement | 0.00 | 31,020.38 | 31,020.38 | -31,020.38 | 0.00 | -31,020.38 | 0.00 |
| 770-7700-41210 | Pension Benefits | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 770-7700-41300 | Healthcare | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 770-7700-41310 | Medical Insurance | 0.00 | 23,471.21 | 23,471.21 | -23,471.21 | 0.00 | -23,471.21 | 0.00 |
| 770-7700-41311 | Retiree Healthcare | 0.00 | 936.95 | 936.95 | -936.95 | 0.00 | -936.95 | 0.00 |
| 770-7700-41400 | Dental | 0.00 | 1,785.85 | 1,785.85 | -1,785.85 | 0.00 | -1,785.85 | 0.00 |
| 770-7700-41500 | Vision | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 770-7700-41800 | LTD Insurance | 0.00 | 1,152.74 | 1,152.74 | -1,152.74 | 0.00 | -1,152.74 | 0.00 |
| 770-7700-41900 | Medicare | 0.00 | 1,844.63 | 1,844.63 | -1,844.63 | 0.00 | -1,844.63 | 0.00 |
| 770-7700-41901 | Other Insurances | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 770-7700-41902 | FICA | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 770-7700-41903 | Employee Assistance Program | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 770-7700-41904 | Life Insurance | 0.00 | 338.69 | 338.69 | -338.69 | 0.00 | -338.69 | 0.00 |
| 770-7700-41905 | Benefits In Lieu | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 770-7700-41906 | Bonds | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 770-7700-41911 | Liability Insurance | 3,944.00 | 7,660.09 | 7,660.09 | -3,716.09 | 0.00 | -3,716.09 | 0.00 |
| 770-7700-41912 | Unemployment Insurance | 0.00 | 350.00 | 350.00 | -350.00 | 0.00 | -350.00 | 0.00 |
| 770-7700-41915 | Educational Incentive | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 770-7700-41999 | Employee Benefits | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 770-7700-49005 | PERS Side Fund | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 770-7700-49006 | GASB 45 OPEB | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| E01 Sub Totals: | | 379,587.00 | 197,833.51 | 197,833.51 | 181,753.49 | 0.00 | 181,753.49 | 47.88 |
| E03 | Service and Supplies | | | | | | | |
| 770-7700-42001 | Communications | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 770-7700-43500 | Office Supplies | 4,000.00 | 1,573.96 | 1,573.96 | 2,426.04 | 0.00 | 2,426.04 | 60.65 |
| 770-7700-43501 | Postage | 700.00 | 941.94 | 941.94 | -241.94 | 0.00 | -241.94 | 0.00 |
| 770-7700-43520 | Copies/Printing/Shipping/Xerox | 3,700.00 | 1,437.16 | 1,437.16 | 2,262.84 | 0.00 | 2,262.84 | 61.16 |

| Account Number | Description | Budget Amount | Period Amount | YTD Amount | YTD Var | Encumbered Amount | Available | % Available |
|----------------|---------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|--------------|
| 770-7700-43530 | Office Furn & Equipmt <\$5000 | 2,500.00 | 0.00 | 0.00 | 2,500.00 | 0.00 | 2,500.00 | 100.00 |
| 770-7700-43600 | Professional Services | 56,630.00 | 27,640.34 | 27,640.34 | 28,989.66 | 0.00 | 28,989.66 | 51.19 |
| 770-7700-43900 | Rent/Building | 17,300.00 | 8,963.33 | 8,963.33 | 8,336.67 | 0.00 | 8,336.67 | 48.19 |
| 770-7700-44000 | Special Department Expenses | 10,000.00 | 3,444.24 | 3,444.24 | 6,555.76 | 0.00 | 6,555.76 | 65.56 |
| 770-7700-44320 | Travel/Training Staff | 6,000.00 | 4,527.98 | 4,527.98 | 1,472.02 | 0.00 | 1,472.02 | 24.53 |
| | E03 Sub Totals: | 100,830.00 | 48,528.95 | 48,528.95 | 52,301.05 | 0.00 | 52,301.05 | 51.87 |
| E09 | Multi Dept. Expense Transfers | | | | | | | |
| 770-7700-49001 | Building Maintenance | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 770-7700-49004 | Comm/Util/Copies | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | E09 Sub Totals: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Expense Sub Totals: | 480,417.00 | 246,362.46 | 246,362.46 | 234,054.54 | 0.00 | 234,054.54 | 48.72 |
| | Dept 7700 Sub Totals: | 480,417.00 | 246,362.46 | 246,362.46 | 234,054.54 | 0.00 | 234,054.54 | 48.72 |
| | Fund Revenue Sub Totals: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Fund Expense Sub Totals: | 480,417.00 | 246,362.46 | 246,362.46 | 234,054.54 | 0.00 | 234,054.54 | 48.72 |
| | Fund 770 Sub Totals: | 480,417.00 | 246,362.46 | 246,362.46 | 234,054.54 | 0.00 | 234,054.54 | 48.72 |

| Account Number | Description | Budget Amount | Period Amount | YTD Amount | YTD Var | Encumbered Amount | Available | % Available |
|-----------------|--------------------------------|---------------|---------------|------------|------------|-------------------|------------|-------------|
| Fund 772 | WCCTAC TDM | | | | | | | |
| Dept 772-7720 | WCCTAC TDM | | | | | | | |
| E01 | Salary and Benefits | 378,264.00 | 113,630.26 | 113,630.26 | 264,633.74 | 0.00 | 264,633.74 | 69.96 |
| 772-7720-41000 | Salary | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 772-7720-41001 | Part Time Employees | 0.00 | 444.77 | 444.77 | -444.77 | 0.00 | -444.77 | 0.00 |
| 772-7720-41002 | Buy Back Compensation | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 772-7720-41004 | Salary | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 772-7720-41105 | Workers Compensation | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 772-7720-41200 | PERS Retirement | 0.00 | 27,685.92 | 27,685.92 | -27,685.92 | 0.00 | -27,685.92 | 0.00 |
| 772-7720-41210 | Pension Benefits | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 772-7720-41300 | Healthcare | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 772-7720-41310 | Medical Insurance | 0.00 | 24,440.19 | 24,440.19 | -24,440.19 | 0.00 | -24,440.19 | 0.00 |
| 772-7720-41400 | Dental Insurance | 0.00 | 2,063.73 | 2,063.73 | -2,063.73 | 0.00 | -2,063.73 | 0.00 |
| 772-7720-41500 | Vision Care | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 772-7720-41800 | LTD Insurance | 0.00 | 636.76 | 636.76 | -636.76 | 0.00 | -636.76 | 0.00 |
| 772-7720-41900 | Medicare | 0.00 | 1,616.74 | 1,616.74 | -1,616.74 | 0.00 | -1,616.74 | 0.00 |
| 772-7720-41901 | Other Insurances | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 772-7720-41902 | FICA | 0.00 | 735.64 | 735.64 | -735.64 | 0.00 | -735.64 | 0.00 |
| 772-7720-41903 | Employee Assistance Program | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 772-7720-41904 | Life Insurance | 0.00 | 194.69 | 194.69 | -194.69 | 0.00 | -194.69 | 0.00 |
| 772-7720-41905 | Benefits in Lieu | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 772-7720-41906 | Bonds | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 772-7720-41911 | Liability Insurance | 3,944.00 | 7,660.11 | 7,660.11 | -3,716.11 | 0.00 | -3,716.11 | 0.00 |
| E01 Sub Totals: | | 382,208.00 | 179,108.81 | 179,108.81 | 203,099.19 | 0.00 | 203,099.19 | 53.14 |
| E03 | Service and Supplies | | | | | | | |
| 772-7720-42001 | Communication | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 772-7720-43300 | Memberships/Subscriptions | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 772-7720-43500 | Office Supplies | 500.00 | 2,213.44 | 2,213.44 | -1,713.44 | 0.00 | -1,713.44 | 0.00 |
| 772-7720-43501 | TDM Postage | 0.00 | 2,681.34 | 2,681.34 | -2,681.34 | 0.00 | -2,681.34 | 0.00 |
| 772-7720-43502 | TDM Postage | 2,000.00 | 171.25 | 171.25 | 1,828.75 | 0.00 | 1,828.75 | 91.44 |
| 772-7720-43520 | Copies/Printing/Shipping/Xerox | 4,900.00 | 1,287.97 | 1,287.97 | 3,612.03 | 0.00 | 3,612.03 | 73.71 |
| 772-7720-43600 | Professional Services | 31,630.00 | 22,043.49 | 22,043.49 | 9,586.51 | 0.00 | 9,586.51 | 30.31 |
| 772-7720-43900 | Rent/Building | 20,800.00 | 12,068.66 | 12,068.66 | 8,731.34 | 0.00 | 8,731.34 | 41.98 |
| 772-7720-44000 | Special Department Expenses | 179,371.00 | 79,672.47 | 79,672.47 | 99,698.53 | 0.00 | 99,698.53 | 55.58 |
| 772-7720-44001 | Public Information / Workshops | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 772-7720-44320 | Travel/Training Staff | 3,500.00 | 1,559.81 | 1,559.81 | 1,940.19 | 0.00 | 1,940.19 | 55.43 |
| E03 Sub Totals: | | 242,701.00 | 121,698.43 | 121,698.43 | 121,002.57 | 0.00 | 121,002.57 | 49.86 |
| E09 | Multi Dept. Expense Transfers | | | | | | | |
| 772-7720-49001 | Building Maintenance | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 772-7720-49004 | Comm/Util/Copies | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| E09 Sub Totals: | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| Account Number | Description | Budget Amount | Period Amount | YTD Amount | YTD Var | Encumbered Amount | Available | % Available |
|----------------|--------------------------|---------------|---------------|------------|------------|-------------------|------------|-------------|
| | Expense Sub Totals: | 624,909.00 | 300,807.24 | 300,807.24 | 324,101.76 | 0.00 | 324,101.76 | 51.86 |
| Dept 772-7730 | Dept 7720 Sub Totals: | 624,909.00 | 300,807.24 | 300,807.24 | 324,101.76 | 0.00 | | |
| E01 | STMP | | | | | | | |
| 772-7730-41000 | Salary and Benefits | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 772-7730-41004 | Salary | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | E01 Sub Totals: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Expense Sub Totals: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Dept 7730 Sub Totals: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| | Fund Revenue Sub Totals: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Fund Expense Sub Totals: | 624,909.00 | 300,807.24 | 300,807.24 | 324,101.76 | 0.00 | 324,101.76 | 51.86 |
| | Fund 772 Sub Totals: | 624,909.00 | 300,807.24 | 300,807.24 | 324,101.76 | 0.00 | | |

| Account Number | Description | Budget Amount | Period Amount | YTD Amount | YTD Var | Encumbered Amount | Available | % Available |
|----------------|-------------------------------|---------------|---------------|------------|--------------|-------------------|--------------|-------------|
| Fund 773 | STMP | | | | | | | |
| Dept 773-7730 | STMP | | | | | | | |
| E01 | Salary and Benefits | | | | | | | |
| 773-7730-41000 | Salary | 40,000.00 | 0.00 | 0.00 | 40,000.00 | 0.00 | 40,000.00 | 100.00 |
| 773-7730-41001 | Part Time Employees | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 773-7730-41004 | Salary | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 773-7730-41200 | PERS Retirement | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 773-7730-41310 | Medical Insurance | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 773-7730-41400 | Dental | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 773-7730-41800 | LTD Insurance | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 773-7730-41900 | Medicare | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 773-7730-41902 | FICA | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 773-7730-41904 | Life Insurance | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | E01 Sub Totals: | 40,000.00 | 0.00 | 0.00 | 40,000.00 | 0.00 | 40,000.00 | 100.00 |
| E03 | Service and Supplies | | | | | | | |
| 773-7730-43500 | Office Supplies | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 773-7730-43600 | Professional Services | 250,000.00 | 0.00 | 0.00 | 250,000.00 | 0.00 | 250,000.00 | 100.00 |
| 773-7730-43900 | Rent/Building | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 773-7730-44000 | Special Department Expense | 2,827,000.00 | 0.00 | 0.00 | 2,827,000.00 | 0.00 | 2,827,000.00 | 100.00 |
| 773-7730-44320 | Travel/Training Staff | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | E03 Sub Totals: | 3,077,000.00 | 0.00 | 0.00 | 3,077,000.00 | 0.00 | 3,077,000.00 | 100.00 |
| E09 | Multi Dept. Expense Transfers | | | | | | | |
| 773-7730-49001 | Building Maintenance | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | E09 Sub Totals: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Expense Sub Totals: | 3,117,000.00 | 0.00 | 0.00 | 3,117,000.00 | 0.00 | 3,117,000.00 | 100.00 |
| | Dept 7730 Sub Totals: | 3,117,000.00 | 0.00 | 0.00 | 3,117,000.00 | 0.00 | 3,117,000.00 | 100.00 |
| | Fund Revenue Sub Totals: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Fund Expense Sub Totals: | 3,117,000.00 | 0.00 | 0.00 | 3,117,000.00 | 0.00 | 3,117,000.00 | 100.00 |
| | Fund 773 Sub Totals: | 3,117,000.00 | 0.00 | 0.00 | 3,117,000.00 | 0.00 | 3,117,000.00 | 100.00 |

| Account Number | Description | Budget Amount | Period Amount | YTD Amount | YTD Var | Encumbered Amount | Available | % Available |
|--------------------------|-------------------------------|---------------|---------------|------------|------------|-------------------|------------|-------------|
| Fund 774 | WCCCTAC Special Projects | | | | | | | |
| Dept 774-7740 | WCCCTAC Special Projects | | | | | | | |
| E01 | Salary and Benefits | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 774-7740-41000 | Salary | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 774-7740-41004 | Salary | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 774-7740-41200 | PERS Retirement | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 774-7740-41310 | Medical Insurance | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 774-7740-41800 | LTD Insurance | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 774-7740-41900 | Medicare | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 774-7740-41904 | Life Insurance | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 774-7740-41911 | Liability insurance | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| E01 Sub Totals: | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| E03 | Service and Supplies | | | | | | | |
| 774-7740-43500 | Office Supplies | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 774-7740-43600 | Professional Services | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 774-7740-44000 | Special Department Expense | 483,581.00 | 79,788.73 | 79,788.73 | 403,792.27 | 0.00 | 403,792.27 | 83.50 |
| 774-7740-44320 | Travel/Training Staff | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| E03 Sub Totals: | | 483,581.00 | 79,788.73 | 79,788.73 | 403,792.27 | 0.00 | 403,792.27 | 83.50 |
| E09 | Multi Dept. Expense Transfers | | | | | | | |
| 774-7740-49001 | Building Maintenance | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| E09 Sub Totals: | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Expense Sub Totals: | | 483,581.00 | 79,788.73 | 79,788.73 | 403,792.27 | 0.00 | 403,792.27 | 83.50 |
| Dept 7740 Sub Totals: | | 483,581.00 | 79,788.73 | 79,788.73 | 403,792.27 | 0.00 | 403,792.27 | 83.50 |
| Fund Revenue Sub Totals: | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Fund Expense Sub Totals: | | 483,581.00 | 79,788.73 | 79,788.73 | 403,792.27 | 0.00 | 403,792.27 | 83.50 |
| Fund 774 Sub Totals: | | 483,581.00 | 79,788.73 | 79,788.73 | 403,792.27 | 0.00 | 403,792.27 | 83.50 |

| Account Number | Description | Budget Amount | Period Amount | YTD Amount | YTD Var | Encumbered Amount | Available | % Available |
|----------------|-----------------|---------------|---------------|------------|--------------|-------------------|--------------|-------------|
| | Revenue Totals: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Expense Totals: | 4,705,907.00 | 626,958.43 | 626,958.43 | 4,078,948.57 | 0.00 | 4,078,948.57 | 86.68 |
| | Report Totals: | 4,705,907.00 | 626,958.43 | 626,958.43 | 4,078,948.57 | 0.00 | | |

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**MASTER COOPERATIVE AGREEMENT NO. 17W.TDM
BETWEEN
CONTRA COSTA TRANSPORTATION AUTHORITY
AND
WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE**

THIS MASTER COOPERATIVE AGREEMENT NO. 17W.TDM (“AGREEMENT”) is made and entered into as of this 1st day of December, 2016, by and between the WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE hereinafter referred to as “SPONSOR,” and the CONTRA COSTA TRANSPORTATION AUTHORITY, hereinafter referred to as “AUTHORITY.” SPONSOR and AUTHORITY are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. Pursuant to the Measure C Sales Tax Renewal Ordinance (#88-01 as amended by #04-02), hereinafter referred to as Measure J, the AUTHORITY is authorized to expend funds for the provision and promotion of alternatives to commuting in single occupant vehicles, including carpools, vanpools and transit starting in 2009.

B. SPONSOR desires to implement one or more projects as described and attached to this AGREEMENT as EXHIBIT A, to reduce air pollution from motor vehicles and/or to relieve traffic congestion and /or to provide safe transportation for children, hereinafter referred to as “PROGRAM,” eligible under:

- the Commute Alternatives Program category (Program 17) of Measure J; and/or
- the sub-regional West County Safe Transportation for Children: Low Income Student Bus Pass program category (Program 21b) of Measure J; and/or
- the Transportation Programs for Seniors and People with Disabilities category (Program 15) of Measure J; and/or
- the sub-regional West County Transportation Programs for Seniors and People with Disabilities category (Program 20b) of Measure J; and/or
- the sub-regional West County Transportation Needs category (Program 28b) of Measure J; and/or
- the Transportation Fund for Clean Air Program, hereinafter referred to as “TFCA,” which is funded by the Bay Area Air Quality Management District, hereinafter referred to as “DISTRICT,” pursuant to Health and Safety Code Section 44220 et seq.; and/or
- the Congestion Mitigation and Air Quality Program, hereinafter referred to “CMAQ,” a federal grant program which is funded through the Metropolitan

Transportation Commission as the Metropolitan Planning Organization for the region, hereinafter referred to as "MTC."

C. Pursuant to Measure J, AUTHORITY is committed to make available one percent (1%) of annual transportation sales tax revenues for programs or projects eligible under the Commute Alternatives program category. These funds, hereinafter referred to as "Measure J Commute Alternative Funds," may be made available to SPONSOR to help fund PROGRAM(s). Measure J Commute Alternative Funds are allocated on an annual basis by resolution of AUTHORITY. AUTHORITY anticipates that SPONSOR will supplement Measure J Commute Alternative Funds with revenues from other eligible sources.

D. Pursuant to Measure J, AUTHORITY is committed to make available one half of one percent (.7%) of annual transportation sales tax revenues for programs or projects eligible under the West County Sub-Regional Safe Transportation for Children program category. These funds, hereinafter referred to as "Measure J Safe Transportation for Children", may be made available to SPONSOR to help fund PROGRAM(s). Measure J Safe Transportation for Children funds are allocated by resolution of AUTHORITY.

E. Pursuant to Measure J, AUTHORITY is committed to make available additional Measure J funds for the purposes of improving transportation services for seniors and people with disabilities. These funds, hereinafter referred to as "Measure J Transportation Services for Seniors and People with Disabilities", may be made available to SPONSOR to help fund PROGRAM(s). Measure J Transportation Services for Seniors and People with Disabilities funds are allocated by resolution of AUTHORITY.

F. AUTHORITY has been designated by resolution adopted by Contra Costa County and a majority of the incorporated cities within Contra Costa County having a majority of the population within the incorporated portion of Contra Costa County as Program Manager for TFCA projects within the County. In accordance with Funding Agreement 17-CC ("FUNDING AGREEMENT") between DISTRICT and AUTHORITY, AUTHORITY has agreed to act as Program Manager for TFCA funds to be expended on projects within Contra Costa County. A copy of the FUNDING AGREEMENT is attached to this AGREEMENT as EXHIBIT B and incorporated by this reference.

G. In accordance with FUNDING AGREEMENT BETWEEN METROPOLITAN TRANSPORTATION COMMISSION AND CONTRA COSTA TRANSPORTATION AUTHORITY FOR PERFORMANCE OF REGIONAL RIDESHARE PROGRAM ACTIVITIES, hereinafter referred to as "FUNDING AGREEMENT WITH MTC" dated September 8, 2005, as amended, AUTHORITY has agreed to perform, itself or through its designee(s), specified transportation demand management activities in support of the Regional Rideshare Program, in consideration of which, AUTHORITY shall be reimbursed by MTC using CMAQ funds. A copy of the FUNDING AGREEMENT WITH MTC will be provided to SPONSOR and at that time shall be attached to this AGREEMENT as EXHIBIT C and incorporated by reference.

H. AUTHORITY approved Resolution 16-38-G on June 20, 2016 specifying funding to implement SPONSOR projects associated with trip reduction and safe transportation for children beginning in FY 2016-17; and

I. AUTHORITY approved Resolution 16-27-G on June 15, 2016; Resolutions 16-23-G (Revision 1) and 16-49-G on September 21, 2016 specifying funding to implement certain projects associated with Transportation Services for Seniors and People with Disabilities beginning in FY 2016-17;

NOW, THEREFORE, in consideration of the foregoing, the AUTHORITY and SPONSOR do hereby agree as follows:

SECTION I

SPONSOR AGREES:

1. Application of Funding.

For each PROGRAM approved and funded by AUTHORITY, to apply a PROGRAM GRANT received under this AGREEMENT to PROGRAM(s) in accordance with the terms and conditions specified in Funding Resolution No. 16-38-G approved by the AUTHORITY; and consistent with the information contained in the Project Worksheet attached to this AGREEMENT as EXHIBIT D and incorporated by this reference (“Sponsor Worksheets”).

2. Invoices.

To provide invoices requesting reimbursement of eligible expenditures incurred in the form and detail as requested by AUTHORITY, along with supporting documentation as required by AUTHORITY. Invoices will be submitted monthly or bi-monthly at the discretion of SPONSOR.

3. Audit.

To maintain complete, accurate and clearly identifiable records with respect to all costs and expenses incurred under this Agreement. To allow AUTHORITY, DISTRICT, MTC or any independent auditor selected by any of these parties, to audit all expenditures relating to each PROGRAM funded through this AGREEMENT. For the duration of each PROGRAM, and for four (4) years following completion of the PROGRAM, or earlier discharge of the AGREEMENT, SPONSOR shall make available all records relating to expenses incurred in performance of this AGREEMENT.

4. Reporting.

To submit to AUTHORITY any quarterly, semi-annual and annual reports on each PROGRAM in the format and detail as required by AUTHORITY and specified in the FUNDING AGREEMENTS supporting PROGRAM(s), as applicable.

5. Management.

To provide overall management of PROGRAM(s) including responsibility for schedule, budget, and oversight of services performed by others and to be responsible for evaluation, selection, and management of consultants and contractors.

6. Copies.

To maintain sufficient records demonstrating SPONSOR's compliance with the terms of the Measure J Expenditure Plan and Strategic Plan, including amendments, and this AGREEMENT for a period of five (5) years from the date of this AGREEMENT and to allow the AUTHORITY and its duly authorized representatives, agents and consultants access such records and be audited. SPONSOR shall ensure that audit working papers are made available to the AUTHORITY or its designee upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the AUTHORITY.

7. Signage.

If PROJECT involves construction or capital acquisition, to install a sign approved by the AUTHORITY that identifies Measure J and AUTHORITY as a funding source, if applicable. If PROJECT involves the production of promotional materials, including but not limited to brochures, signage, displays, give-away items used in connection with promotional events, to include AUTHORITY's logo thereon. If TFCA funds are used for any project, SPONSOR shall also use the DISTRICT's logo in accordance with the FUNDING AGREEMENT.

8. Surplus Personal Property.

To comply with AUTHORITY's Policy on Disposition of Surplus Personal Property Acquired by a Project Sponsor or Recipient of Program Funds and No Longer Required for the Project or Program with respect to the disposal of any surplus property acquired in whole or part with Measure J Commute Alternative Funds. To the extent that surplus personal property has been purchased in whole or in part with TFCA funds, SPONSOR shall comply with the provisions of the FUNDING AGREEMENT with respect to that *pro rata* portion of the surplus personal property.

9. TFCA Funding Requirements

If PROGRAM involves TFCA funds, to comply with all relevant requirements of applicable law relating to the application and/or expenditure of those funds and to be

bound by, and to include in any funding or other agreements which it may enter into with recipients of TFCA funds, all relevant requirements of the FUNDING AGREEMENT applicable to recipients of TFCA funds, including, without limitation, the requirements set forth in Section II, Paragraphs 7, 11, 12, 13, 15, 16, 17, 18, 19, 20 and 21 of the FUNDING AGREEMENT.

10. CMAQ Funding Requirements.

If PROGRAM involves CMAQ funds, to comply with all relevant requirements of applicable law relating to the application and/or expenditure of those funds and to be bound by, and to include in any funding or other agreements which it may enter into with recipients of CMAQ funds, all relevant requirements of FUNDING AGREEMENT WITH MTC (EXHIBIT C). The use of CMAQ funds in support of any project shall require expenditure of any funds within that project be subject to all federal requirements mandated in FUNDING AGREEMENT WITH MTC.

11. Compliance with Local, State and Federal Requirements

If PROGRAM requires SPONSOR to enter into a contract with a contractor and/or consultant, SPONSOR shall ensure that such contract complies with all applicable local, state and federal requirements and shall give all notices required by law. Additionally, any contractor and/or consultant is responsible for ensuring that subcontractors, at as many tiers of PROGRAM as required, perform in accordance with the terms, conditions and specifications of such contract, including local, state and/or federal requirements. Upon request of AUTHORITY and/or SPONSOR, any contractor and/or consultant shall provide evidence of the steps it has taken to ensure its compliance with the local, state and/or federal requirements, as well as the evidence of the subcontractor's compliance, at all tiers.

SECTION II

AUTHORITY AGREES:

1. Reimbursement

Consistent with the procedures specified in Section I, paragraph 2 above, to reimburse SPONSOR for eligible expenses incurred in conducting the PROGRAM up to the amounts stated in SECTION III, Paragraph 14 of this AGREEMENT.

2. Notice of Audit

To provide timely notice if an audit is to be conducted.

3. Compliance with Requirements Applicable to Program Manager

If PROGRAM involves TFCA funds, to comply with requirements of the FUNDING AGREEMENT applicable to Program Manager.

4. Compliance with Requirements Applicable to Recipient

If PROGRAM involves CMAQ funds, to comply with requirements of the FUNDING AGREEMENT WITH MTC applicable to RECIPIENT.

SECTION III

IT IS MUTUALLY AGREED:

1. Term

Qualified expenditures for PROGRAM(S) approved under this AGREEMENT shall be eligible for reimbursement from TFCA funds when incurred on or after July 1, 2016.

TFCA funding expires August 31, 2018, hereinafter referred to as Termination Date. Termination Date may be extended only as provided for in FUNDING AGREEMENT and confirmed in writing by the AUTHORITY. Any appropriated but unexpended funds related to this AGREEMENT as of Termination Date shall revert to AUTHORITY and shall be available for other TFCA-eligible projects, or shall be refunded to DISTRICT by AUTHORITY in accordance with FUNDING AGREEMENT. To the extent there are insufficient funds available to reimburse SPONSOR for the full amount of TFCA funds appropriated herein, a *pro rata* portion of available TFCA Funds shall be distributed to SPONSOR.

Funds are expected to be expended by the Termination Date applicable to the expenditure of TFCA funds, as provided above. For purposes of Measure J funds, Termination Date may be extended if so requested in writing by SPONSOR and approved in writing by AUTHORITY. To the extent there are insufficient Measure J funds available to reimburse SPONSOR for the full amount appropriated herein, a *pro rata* portion of available Measure J funds shall be distributed to SPONSOR.

Requests for reimbursement of CMAQ eligible expenditures shall be made no more frequently than monthly. CMAQ funds must be expended prior to January 31, 2018.

This AGREEMENT will remain in effect until discharged or otherwise terminated as provided above or in Paragraph 2 below, except for the provisions relating to indemnity (SECTION III, 4), which shall survive termination of this AGREEMENT.

2. Discharge

This AGREEMENT shall be subject to discharge as follows:

a. This AGREEMENT may be canceled by a party for breach of any obligation, covenant, or condition hereof by the other party, upon written 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.

b. By mutual consent of both parties, this AGREEMENT may be terminated in writing at any time.

3. Cap on Aggregate Expenditures

In no event shall the portion of PROGRAM GRANT funded with Measure J funds, when aggregated with amounts of previously allocated Measure J, exceed the Measure J Expenditure Plan program category amount set forth in Recital C and/or D, nor shall the timing of payments to SPONSOR pursuant to this AGREEMENT, together with the timing of payments of Measure J funds pursuant to all previously approved PROGRAM GRANT(s), exceed the amount allocated for such period pursuant to AUTHORITY'S current Strategic Plan. Funds approved under the TFCA program by AUTHORITY as Program Manager for Contra Costa County or under the CMAQ program by AUTHORITY as delegatee of MTC included within such PROGRAM GRANT, or as a part of any previously approved PROGRAM GRANT, shall not be included in the calculations set forth in the preceding sentences.

4. Indemnity

It is understood and agreed that neither AUTHORITY, nor any officer, employee, agent or contractor thereof, shall be responsible for, and SPONSOR shall indemnify and hold AUTHORITY and its officers, employees, agents and contractors harmless from, any damage or liability occurring by reason of anything done or omitted to be done by SPONSOR, its officers, employees, consultants or contractors, under or in connection with the services, authority or jurisdiction of SPONSOR or delegated to SPONSOR under this AGREEMENT. Without limiting the generality of the foregoing, it is further specifically understood and agreed that, pursuant to California Government Code Section 895.4, SPONSOR shall fully indemnify and hold AUTHORITY and its officers, employees, agents and contractors harmless from any liability or damages imposed for injury as defined by California Government Code Section 810.8 occurring by reason of anything done or omitted to be done by SPONSOR, its officers, employees, agents or contractors under this AGREEMENT or in connection with any services, authority or jurisdiction of SPONSOR or delegated to SPONSOR under this AGREEMENT.

In addition, SPONSOR shall indemnify and hold harmless the DISTRICT, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out

of its performance of a project or operation or use of the equipment that is subject to the FUNDING AGREEMENT.

5. Notices

Any notice which may be required under this AGREEMENT shall be in writing, effective when received, and given by personal service, certified or registered mail (return receipt requested), or courier service to the addresses set forth below, or to such addresses which may be specified in writing by the parties hereto.

Notices to SPONSOR:
John Nemeth
WCCTAC
6333 Potrero Avenue, Suite 100
El Cerrito, CA 94530

Notices to AUTHORITY:
Peter Engel
Director of Programs
Contra Costa Transportation Authority
2999 Oak Road, Suite 100
Walnut Creek, CA 94597

With a copy to:
Danelle Carey
WCCTAC
6333 Potrero Avenue, Suite 100
El Cerrito, CA 94530

Joanna Pallock
WCCTAC
6333 Potrero Avenue, Suite 100
El Cerrito, CA 94530

By executing this AGREEMENT, each of the parties acknowledges and agrees that the persons identified above, or any other person designated by either party to AGREEMENT by notice to the other party, is authorized to execute documents and to bind the party with respect to this AGREEMENT.

6. Additional Acts and Documents

Each party agrees to do all such things and take all such actions and to make, execute, and deliver such other documents and instruments as shall be reasonably requested to carry out the provisions, intent, and purpose of the AGREEMENT.

7. Counterparts:

This Agreement may be signed in counterparts, each of which shall constitute an original.

8. Amendment

SPONSOR may, at any time, request an amendment to the work scope or budget of any PROGRAM funded under this AGREEMENT with Measure J or CMAQ funds by submitting a revised EXHIBIT D, indicating the proposed amendment in

redline/strikeout format, together with a signed transmittal letter indicating the reason for the proposed change. Submittal of these documents shall be construed as SPONSOR's consent to amend this AGREEMENT as specified. AUTHORITY will evaluate SPONSOR's request on the basis of consistency with applicable policies and, if approved, will convey notice of approval to SPONSOR in writing. Upon approval by AUTHORITY, this AGREEMENT will be considered amended per SPONSOR's request.

SPONSOR may, at any time, request an amendment to the work scope and budget of any PROGRAM funded under this AGREEMENT with TFCA funds by submitting a revised EXHIBIT D, indicating the proposed amendment in redline/strikeout format, together with a signed transmittal letter indicating the reason for the proposed change and a revised cost effectiveness worksheet, if necessary as determined by AUTHORITY. Submittal of these documents shall be construed as SPONSOR's consent to amend this AGREEMENT as specified. AUTHORITY will convey SPONSOR's request, along with supporting documents to the DISTRICT for approval, if required. Upon approval by the DISTRICT, this AGREEMENT will be considered amended per SPONSOR's request.

This AGREEMENT may otherwise be amended by written amendment executed by the parties and shall not be changed, modified, or rescinded except as provided herein. Any attempt at oral modification of this AGREEMENT shall be void and of no effect.

9. Independent Agency

SPONSOR renders its services under this AGREEMENT as an independent agency. None of the SPONSOR's agents or employees shall be agents or employees of AUTHORITY.

10. Assignment

This AGREEMENT may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

11. Binding on Successors

This AGREEMENT shall be binding upon the successor(s), assignee(s), or transferee(s) of AUTHORITY or SPONSOR(s) as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate, or pledge this AGREEMENT other than as provided above.

12. Severability

Should any part of this AGREEMENT be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not

affect the validity of the remainder of this AGREEMENT which shall continue in full force and effect, provided that the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

13. Limitation

All obligations of AUTHORITY under the terms of this AGREEMENT with respect to Measure J Commute Alternative funds are expressly subject to AUTHORITY's continued authorization to collect and expend the sales tax proceeds provided by Measure J. If for any reason AUTHORITY's right to collect or expend such sales tax proceeds is terminated or suspended in whole or part, AUTHORITY shall promptly notify SPONSOR, and the parties shall consult on a course of action. If, after twenty-five (25) working days, a course of action is not agreed upon by the parties, this AGREEMENT shall be deemed terminated by mutual consent, provided that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of AUTHORITY to expend sales tax proceeds for the purposes of this AGREEMENT; and (ii) the availability, taking into consideration all the obligations of AUTHORITY under all outstanding contracts, agreements and other obligations of AUTHORITY, of funds for such purposes.

All obligations of the AUTHORITY hereunder with respect to TFCA funds are expressly subject to and limited by the terms of FUNDING AGREEMENT and applicable provisions of state and federal law, including, but not limited to, provisions related to the AUTHORITY'S designation as Program Manager. In the event that AUTHORITY loses its designation as Program Manager or otherwise becomes ineligible to receive TFCA funds or if for any reason, such TFCA funds are no longer available to it, AUTHORITY's obligations hereunder shall be terminated without further obligation or liability to SPONSOR.

In addition, all obligations of the AUTHORITY hereunder with respect to CMAQ funds are expressly subject to and limited by the terms of FUNDING AGREEMENT WITH MTC and applicable provisions of state and federal law, including, but not limited to, provisions related to AUTHORITY's designation as implementing agency for specified portions of MTC's CMAQ program. In the event that AUTHORITY loses its designation or otherwise becomes ineligible to receive CMAQ funds or if for any reason, such CMAQ funds are no longer available to it, AUTHORITY's obligations hereunder shall be terminated without further obligation or liability to SPONSOR.

14. Total Cost

The total cost of this Agreement is **FOUR HUNDRED NINETY-FOUR THOUSAND FOUR HUNDRED SIXTY-SEVEN DOLLARS (\$494,467)** from Resolution No. 16-38-G; **TWENTY-THREE THOUSAND TWO HUNDRED TWO DOLLARS (\$23,202)** from Resolution 16-27-G; **SEVENTEEN THOUSAND SIX HUNDRED SEVENTY-FOUR DOLLARS (\$17,674)** from Resolution 16-23-G (Revision 1); and

FORTY-NINE THOUSAND ONE HUNDRED TWENTY THREE DOLLARS (\$49,123) from Resolution 19-49-G for a total amount of **FIVE HUNDRED EIGHTY-FOUR THOUSAND FOUR HUNDRED SIXTY-SIX DOLLARS (\$584,466)** and will not exceed that amount unless amended in writing by all parties.

15. Attorney's Fees

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

16. Waiver

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

17. Integration

This AGREEMENT represents the entire AGREEMENT of the parties with respect to the subject matter hereof. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year above written.

SIGNATURES ON NEXT PAGE

EXHIBIT A

Project Descriptions

West Contra Costa County Emissions and Trip Reduction Program:

511 Contra Costa staff will work with employers, employees and the community to encourage clean trips in West Contra Costa County. In coordination with local transit agencies, the program provides information and incentives for transit and transportation services. Outreach will be conducted through community and employer events; targeted mailings, employer/TDM program database e-blasts, and notice of promotions through City and County residential activities, radio, movies, online advertising, Chambers of Commerce, local and community locations and events. Additionally, the 511 Contra Costa and 511.org websites, newsletter and social media platforms will be used to inform West Contra Costa commuters of the programs and services available.

The FY 2016/17 Program activities include:

- Circulate commute promotions to decrease SOV and encourage alternative modes of transportation through incentives, commute challenges and on-site employer and community events. Assistance with the development of and/or maintenance of commute programs and compliance with the Bay Area Commuter Benefits Program and local ordinance requirements.
- Incentives for participating worksites in the form of bicycle racks, corrals, lockers, fix it stations equipment, and EV charging stations at locations available to the public.
- Bike to Work Day, encourage employer participation and interest in Bike to Work Day/Month activities. Promote bicycle repair workshops and bicycle safety to increase bicycle ridership.
- Promote Real-time ridesharing with Transportation Network Companies technology. Provide incentives to individuals that use carpooling technology for their commute to/from or through West County. Assist in the marketing and outreach effort to increase the number of carpoolers in West Contra Costa County/ along the I80 corridor.
- Administer a Countywide Guaranteed Ride Home (GRH) Reimbursement Program to encourage the use of carpools, vanpools, transit, walking and biking. Research partnerships with transportation network companies (TNC) to provide GRH reimbursements to their existing rideshare system.
- Continue to improve the new database model that has been developed for the Countywide Guaranteed Ride Home Program. Update the GRH reimbursement model to offer 100% reimbursement of all (6) trips to registrants in the calendar year.

- Administer a Countywide “Try Transit” Program to encourage the use of public transit. Individuals who live/work in Contra Costa County who pledge to try transit to travel to/from work can receive a clipper card pre-loaded with fifteen dollars.
- Partner with SolTrans (Solano Transit) to promote Buy One Get One (BOGO) transit pass incentives to reduce vehicle trips through encouraging commuters to travel to work via express commuter buses from Solano to Contra Costa County.
- Work with municipalities/employer sites to gauge interest in electronic charging infrastructure to promote electric vehicle use.
- Countywide Promotions: Text-your-Commute Challenge and development of a 511 Contra Costa commute video.

School Trip Reduction:

- Student Travel Program: 511 Contra Costa Staff will work with the West Contra Costa Unified and John Swett School Districts (as well as the local private and charter schools) to encourage congestion relief at schools by providing incentives to encourage parents to form or join carpools, reduce vehicle idle time and provide school-specific ridematching link for schools in the West Contra Costa region. Infrastructure to include bicycle racks, lockers, skateboard racks to encourage the use of active transportation. Promotion of youth clipper program to create awareness of clipper as transit agencies transition into clipper.
- Student Transit Pass Program: 511 Contra Costa Staff will offer free public passes on WestCAT transit (2- 12 trip passes) or (1) 31-day pass on AC Transit, to encourage students to use public transit as their primary mode of transportation to/from school instead of being driven by parents. Continue WestCAT summer youth pass subsidy program in coordination with Central/East County program.
- College Transit Program: Promote “Try Transit” to Community Colleges to encourage students to use public transit as an alternative to reach the Community College campus in West Contra Costa County. The contribution of 511 Contra Costa will be pre-loaded clipper cards with value equivalent to (3) trips.

Transportation Programs for Seniors and People with Disabilities:

- WCCTAC staff shall perform program management tasks on behalf of continuing a west county mobility management working group in an effort to improve transportation services for seniors and people with disabilities in West County. \$14,999.
- Development of an Accessible Transportation Plan for West County with the following Draft Scope of Work:

West County Accessible Transportation Study

Introduction

Measure J's Program 20 funds (Additional Transportation Services for Seniors and People With Disabilities) were originally intended to fund new services for this community. Due to impacts from the Great Recession, these funds were re-purposed and applied towards supporting existing services. As the region moves out of this recession, now is an opportunity to reexamine existing services to evaluate whether these Measure J funds are being used as effectively as possible and whether agencies are providing the best array of services for current and future conditions. With the analysis and recommendations from this proposed study, West County seeks to improve its ability to garner funds for implementing accessible transportation improvements.

TASK 1 PROJECT MANAGEMENT

1.1 Kickoff Meeting

The consultant team, working with WCCTAC, will schedule a kickoff meeting for the project to clarify the scope, work plan, schedule, and roles for the study. The meeting will be attended by members of the consultant team, including subconsultants, WCCTAC staff, and key members of the West County Mobility Management Group and WCCTAC-TAC. The consultant team will prepare supporting materials for the meeting.

1.2 Develop a Final Scope, Budget by Task, Work Plan, and Schedule

Following the kickoff meeting, the consultant team and WCCTAC will finalize the scope, budget, and schedule for the study. We will also confirm the roles of consultant team members, WCCTAC staff, and other study participants.

1.3 Provide WCCTAC with a List of Data and Information that Will Be Needed to Complete the Study

The team will also provide WCCTAC with a list of data and information needs to complete the study. If certain data are not available (e.g. trips for medical purposes), the team will coordinate with WCCTAC on how to obtain or compensate for unavailable data.

1.4 and 1.5 Monthly Project Team Meetings/Calls and Monthly Progress Updates

The consultant team, working with WCCTAC, will schedule monthly project team meetings/calls and provide monthly progress updates. More detail is provided in "Management Plan and Schedule."

1.6 ***Materials and Updates to West County Mobility Management Group, WCCTAC-TAC, and WCCTAC Board***

The consultant team will also prepare materials and present updates to the West County Mobility Management Group, WCCTAC-TAC, and WCCTAC Board as required.

Deliverables: Kickoff meeting notes; finalized scope; list of data needs

TASK 2 SUMMARY AND EVALUATION OF PRIOR STUDIES

2.1 ***Summary and Evaluation of Prior Studies***

The consultant team will prepare a summary and evaluation of prior similar studies, such as the West County High-Capacity Transit Study, the Transportation Expenditure Plan, or local city-based studies that could shed light on the needs of seniors and people with disabilities throughout West Contra Costa County. Although Task 2 was not included in the Scope section of the RFP, it was included in the Proposed Project Timeline, so we have inserted it as a necessary task.

Deliverables: Technical Memo #1: Summary of Prior Studies

TASK 3 DESCRIPTION OF EXISTING WEST COUNTY SERVICE NETWORK

3.1 ***Document the Existing Measure J Funded ADA and Non-ADA Services and Programs in West County***

The consultant team will document the existing Measure J funded ADA and non-ADA services and programs in West County, including East Bay Paratransit; WestCAT; and city-operated paratransit services in El Cerrito, San Pablo, and Richmond. Information will also be obtained from any non-profit mobility options, such as volunteer driver programs and travel training. Where available and applicable, this effort will document elements of operations, including hours of operations, fares, services offered, ridership data, staffing model, historic practices, vehicle inventory, communications and outreach practices, rider assessments, driver training schedule, maintenance costs, rider enrollment and data base maintenance, contracts for additional services, and organizational structure.

3.2 ***Technical Memo #2 – Existing Conditions of Measure J Funded Non-ADA and ADA Service Network***

The consultant team will prepare a Technical Memorandum “Existing Conditions of Measure J funded non-ADA and ADA Service Network.” The team’s extensive experience with paratransit data collection in Alameda County will contribute significantly to this.

Deliverables: Technical Memo #2: Existing Conditions of Measure J Funded Non-ADA

and ADA Service Network

TASK 4 COMPILE CURRENT DATA ON TRIPS AND GAPS

4.1 *Collect the Most Recent Data on Medical and Non-Medical Paratransit Trips in and around the West County Region*

In coordination with Tasks 3 and 5, the consultant team will collect the most recent data on medical and non-medical paratransit trips in and around the West County region, including trips that require transfers to different services (i.e. “regional” trips). As part of the kickoff meeting, the team will seek to understand how data on medical trips currently is collected. If necessary, the team will develop alternative methods for assessing medical trip demand for approval by WCCTAC. In other counties, we have observed a significant rise in dialysis trip needs, and suspect to find a similar trend in Contra Costa County.

4.2 *Technical Memo #3 on Travel Markets to Access Medical Services in and around West County*

The consultant team will prepare a Technical Memorandum “Travel Markets to Access Medical Services in and around West County.”

Deliverables: Technical Memo #3: Travel Markets to Access Medical Services in and around West County

TASK 5 PUBLIC PARTICIPATION

With prior written approval from WCCTAC, Nelson\Nygaard may work with an appropriately skilled subcontractor to carry out the work associated with Task 5 to be determined once a Public Participation Plan (Task 5.1) has been drafted. This would not impact the overall project budget.

5.1 *Develop a Public Participation Plan*

The consultant team and partners will develop a public participation plan, which will strategize how best to obtain the desired input on needs and gaps as well as how to disseminate appropriate information to consumers about the study. An initial draft of this plan will be developed early in the study to determine the best approach to subconsulting.

5.2 *Survey*

The public participation plan will include a survey and at least two public workshops at appropriate community locations (e.g. a senior center). Stevens & Associates will take the lead on developing an effective survey for the target population and will implement the strategies from the public participation plan to ensure desired response. In other projects, we have partnered with local jurisdictions to promote surveys and public meetings via NextDoor—a social network for neighborhoods—to great effect.

5.3 Workshops (at Least Two)

The consultant team will plan and facilitate at least two public workshops to collect public input. Materials and meetings will be translated to Spanish and refreshments will be provided.

5.4 Technical Memo #4 on Summary of Outreach Efforts

The consultant team will prepare a Memo “Summary of Outreach Efforts,” summarizing the process and outcomes from this Task.

Deliverables: Public Participation Plan; Technical Memo #4: Summary of Outreach Efforts

TASK 6 COMPILER CONCEPTUAL ENHANCEMENTS AND POSSIBLE EFFICIENCIES

Building on the prior tasks, the consultant team will prepare information showing where existing services are meeting current needs, where services could be enhanced, what services could be added to create greater efficiencies, and a summary of what was learned from prior efforts.

6.1 Technical Memo #5 – Conceptual Enhancements and Possible Efficiencies

The consultant team will prepare a Technical Memo “Conceptual Enhancements and Possible Efficiencies,” which will provide the primary basis for the Final Report. This information will also feed into the Countywide Accessible Transportation Strategic Plan, an effort that will be led by CCTA.

Deliverables: Technical Memo #5: “Conceptual Enhancements and Possible Efficiencies”

TASK 7 PRODUCE DRAFT AND FINAL REPORT

7.1 Draft Final Report

The consultant team will prepare a Draft Final Report for review and input by WCCTAC staff and key members of the West County Mobility Management Group, WCCTAC-TAC, and WCCTAC Board. We will accept one set of consolidated, non-conflicting comments on the draft report.

7.2 Final Report

The consultant team will then finalize a clear and graphically engaging report. As noted in Task 1, the team will present the Final Report as necessary to the West County Mobility Management Group, WCCTAC-TAC, and/or WCCTAC Board.

Deliverables: Draft and Final Report

EXHIBIT B

Bay Area Air Quality Management District Funding Agreement

FUNDING AGREEMENT
BETWEEN
THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT
AND
CONTRA COSTA TRANSPORTATION AUTHORITY
17-CC

This Funding Agreement (Agreement) is entered into between the Contra Costa Transportation Authority, hereinafter referred to as "County Program Manager," and the Bay Area Air Quality Management District, hereinafter referred to as "Air District," hereinafter referred to jointly as "Parties." This Agreement includes Attachment A, which specifies the funding allocated under this Agreement, and Attachment B, which pertains to insurance requirements.

SECTION I

RECITALS:

- 1) The Air District is authorized under California Health and Safety (Health & Safety) Code Sections 44223 and 44225 to levy a fee on motor vehicles registered within its jurisdiction ("Motor Vehicle Fees"), a portion of which the Air District receives and dedicates to its Transportation Fund for Clean Air (TFCA) program.
- 2) TFCA program monies may be allocated for projects to reduce air pollution from motor vehicles and to implement transportation control measures included in the plan adopted pursuant to Health and Safety Code Sections 40233, 40717, and 40919.
- 3) In accordance with Health and Safety Code Section 44241(d), the Air District allocates not less than forty (40) percent of the TFCA monies received to implement the TFCA County Program Manager program ("Program").
- 4) The Air District has been notified, in a communication dated September 16, 1992, that the County Program Manager is the duly authorized recipient of the proportionate share of Program monies for Contra Costa County, and has been so designated by resolution(s) adopted by the Contra Costa County Board of Supervisors and by the city councils of a majority of the cities representing a majority of the population in the incorporated area of the county. The terms and conditions for the expenditure of the County's Program monies by the County Program Manager are set forth in the resolution(s).
- 5) On November 18, 2015, the Air District Board of Directors ("Board of Directors") approved the TFCA County Program Manager Fund Policies for Fiscal Year Ending 2017 ("Policies"). The Policies set forth requirements, including eligibility and cost-effectiveness requirements, for projects funded by TFCA funds in fiscal year ending (FYE) 2017. The Policies are incorporated as Appendix D and made a part of the "County Program Manager Fund Expenditure Plan Guidance for Fiscal Year Ending 2017, December 7, 2015" ("Guidance"), and are incorporated herein and made a part hereof by this reference as if fully set forth herein.
- 6) On or about March 3, 2016, the County Program Manager submitted an Expenditure Plan Application to the Air District for its Contra Costa County TFCA Program ("Contra Costa County TFCA Program"), which specified interest income earned by the County Program

ORIGINAL

Manager and TFCA funds from previously funded TFCA projects available for reprogramming to other eligible TFCA projects.

- 7) On May 18, 2016, the Board of Directors approved an estimated new allocation of FYE 2017 TFCA Program monies of \$1,476,265 for Contra Costa County, which includes estimated new DMV revenue and interest reported by the County Program Manager. On this same date, the Board of Directors approved an estimated total funding level for FYE 2017 for Contra Costa County to be administered by the County Program Manager (FYE 2017 TFCA funds), plus any reprogramming of previous TFCA monies remaining from projects from previous fiscal years, of \$1,477,997, which is covered under this Agreement ("TFCA Funds").
- 8) The Air District and the County Program Manager, pursuant to Health and Safety Code Section 44241, hereby enter into this funding agreement to implement the Program within Contra Costa County; to select and fund projects that improve air quality in the San Francisco Bay Area Air Basin and comply with the Policies; and to oversee such funded projects to assure that they meet, and are implemented in accordance with, the Policies and the terms of this funding agreement ("Agreement"). This Agreement covers the funding allocation set forth in Paragraph 7 above.

SECTION II

COUNTY PROGRAM MANAGER AGREES:

- 1) To implement the FYE 2017 Program within Contra Costa County in accordance with this Agreement and the Policies.
- 2) To select and fund projects that improve air quality in the San Francisco Bay Area Air Basin and that comply with the Policies and the terms of this Agreement ("Program Projects"). Recipients of TFCA Funds may include the County Program Manager, which undertakes its own County projects, and other entities ("Sub-awardees"). The County Program Manager shall designate the Program Projects as FYE 2017 Program Projects for administrative purposes.
- 3) Except in the case where the County Program Manager is the Sub-awardee, to enter into a binding agreement with each Sub-awardee that sets forth the maximum amount of TFCA Funds awarded for each Program Project, and requires each Sub-awardee to comply with the terms of this Agreement and the Policies and to implement the Program Projects as approved by the County Program Manager. The County Program Manager shall maintain copies of the County Program Manager's written agreements with Sub-awardees and any amendments thereto with Sub-awardees to carry out the Program Projects.
- 4) To encumber and expend all TFCA Funds within two (2) years of receipt of the first payment of the TFCA funds ("Expenditure Deadline"). The County Program Manager may extend this time limit to December 31, 2020 if, consistent with the Policies:
 - a) The County Program Manager approves an application to extend the time to implement a particular Program Project, which extended deadline will be later than two (2) years from the date the County Program Manager receives the first payment of TFCA funds, or

- b) The County Program Manager finds, based on the Sub-awardee's application that despite significant progress on the particular Program Project, the Sub-awardee requires additional time to implement the Program Project.
- 5) To return to the Air District any TFCA Funds and associated interest unexpended as per Section II, Paragraph 4 unless either:
 - a) The County Program Manager has approved an extension for a Sub-awardee to implement its Program Project(s) as per Section II, Paragraph 4, or
 - b) The Air District and the County Program Manager have amended this Agreement to provide for further extensions of time to expend such funds.
 - 6) To maintain, at all times during the term of this Agreement, a separate account or sub-ledger for all TFCA Funds and to withdraw funds from this separate account only for the reimbursement of costs to implement Program Projects. Failure to comply with this paragraph shall constitute grounds for termination pursuant to Section IV, Paragraph 2 below.
 - 7) To maintain, or cause to be maintained, adequate records to document and demonstrate to Air District staff and auditors the receipt, interest accrual, and expenditures of Air District funds to implement the Program.
 - 8) To track and report to the Air District all interest accrued from TFCA Funds.
 - a) The County Program Manager shall not use interest from TFCA Funds for administrative purposes.
 - b) The County Program Manager's distribution of any interest funds shall be at the discretion of the County Program Manager, after consultation with the Air District and shall be in accordance with the Policies and applicable State law.
 - 9) To track and report to the Air District any TFCA Funds and associated interest unencumbered at the time of completion or termination of a Program Project. The distribution of any such funds and associated interest shall be at the discretion of the County Program Manager, after consultation with the Air District.
 - 10) To limit administrative costs to conduct the Program to no more than five percent (5%) of the FYE 2017 TFCA monies received by the County Program Manager.
 - 11) To allow, and to require the Sub-awardees to allow, the Air District's staff, its authorized representatives, and its independent auditors, during the term of this Agreement and for three (3) years from the end of each project's implementation period, to conduct performance and financial audits of the County's Program and Program Projects and to inspect the Program Projects. During audits, the County Program Manager will make available to the Air District in a timely manner all records relating to the County Program Manager's implementation of the Program and of Sub-awardees' expenses and performance of their Program Projects. During inspections, the County Program Manager will provide, at the request of the Air District, access to inspect a Sub-awardee's Program Projects and related records.
 - 12) To keep, and to require Sub-awardees to keep, all financial and Program Project implementation records necessary to demonstrate compliance with this Agreement and the Program. Such records include the reports and those records required to comply with Section II, Paragraphs 8, 9, 10, 11, 12, 15, and 21. Such records shall include documentation that

demonstrates significant progress made for those Program Projects seeking extensions to the completion date. The County Program Manager shall keep such documents in a central location for a period of five (5) years from the end of each project's implementation period, and shall require each Sub-awardee to keep its necessary records at a central Sub-awardee location.

- 13) To maintain, and to require that each Sub-awardee maintain, employee time sheets documenting those hourly labor costs incurred in the implementation of this Agreement, including both administrative and Program Project implementation costs, or to establish an alternative method to document staff costs charged to the funded project.
- 14) To distribute TFCA Funds allocated to a Sub-awardee only as reimbursement for documented Program Project costs that are eligible and approvable under the Policies.
- 15) To prepare and submit reports to the Air District as follows:
 - a) Semi-annual Funding Status Report: Beginning May 31, 2017, the County Program Manager shall submit a report on May 31 and October 31 of each year until all Program Projects are completed that specifies a) the Program Projects that have been cancelled, completed, and completed at a cost less than the allocation during the previous six-month period and if completed at a lesser cost, the amount of associated unexpended funds; and b) the Program Projects for which the County Program Manager has extended any deadlines and, for those projects, the revised completion date and documentation of the County Program Manager's certification that, pursuant to Health and Safety Code Section 44242(d), the Sub-awardee had made significant progress.
 - b) Final Reports: Beginning May 31, 2017, the County Program Manager shall submit each May 31 and October 31, until all Program Projects are completed, a Final Report for each completed Program Project, which itemizes (a) the expenditure of the TFCA Funds, and (b) the results of the monitoring of the performance of each Program Project on Air District-approved report forms.
 - c) Interim Project Reports: Beginning October 31, 2017, the County Program Manager shall submit each October 31 an Interim Project Report for each Program Project that has not been completed and which itemizes (a) the expenditure of the TFCA Funds, and (b) the status of each Program Project's implementation on Air District-approved report forms.
 - d) If the due date for a report specified above falls on a weekend or on a State holiday, then that report is due on the following business day.
- 16) To acknowledge, and to require all Sub-awardees to acknowledge, the Air District as a Program Project's funding source during the implementation of a Program Project and to use the Air District's approved logo as specified below:
 - a) The logo shall be used on signs posted at the site of any Program Project construction.
 - b) The logo shall be displayed on any vehicles or equipment operated or obtained as part of a Program Project.
 - c) The logo shall be used on any public information material relating to a Program Project, such as websites and printed materials, including transit schedules, brochures, handbooks, maps and other promotional materials.

- d) The County Program Manager shall retain documentation, such as photographs of vehicles and copies of press releases, demonstrating that Air District logos are used and displayed as required.
- 17) To assure that all TFCA Funds received under this Agreement are expended only in accordance with all applicable provisions of law for projects that are implemented directly by the County Program Manager, and to require Sub-awardees to expend the funds only in accordance with all applicable provisions of law.
- 18) To return, and to require that Sub-awardees return, to the County Program Manager all TFCA Funds that are not expended in accordance with applicable provisions of law.
- 19) To return funds to the Air District, and require that Sub-awardees return their funds to the County Program Manager if a project is not maintained and/or operated throughout and until the conclusion of the Project Years of Effectiveness. The Project Years of Effectiveness is the default value stated in Appendix H of the Guidance for the applicable project type, unless a different value was approved and shown to yield a Project meeting the cost-effectiveness requirement in the Policies by the County Program Manager. The amount of funds returned to the County Program Manager shall be calculated on a prorated basis. Any such funds returned to the County Program Manager shall be reallocated to eligible TFCA Program Projects.
- 20) To obtain and maintain, and to require that each Sub-awardee obtain and maintain, throughout the Term of this Agreement, the insurance coverage specified in "Insurance Requirements," Attachment B, and to comply with all insurance requirements set forth therein, including the provision of documentation of said insurance coverage. Failure to obtain and maintain the insurance coverage and to comply with all insurance requirements is a breach of this Agreement.
- 21) To the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act (California Government Code section 6250 *et seq.*), to make available to the public and to require that Sub-awardees make available to the public any software, written documents, or other products developed with TFCA Funds.

SECTION III

AIR DISTRICT AGREES:

- 1) To pay the FYE 2017 TFCA monies, the amount of which is estimated on Attachment A, Summary Information, Line 1 and calculated as set forth in Section III, Paragraphs 1a and 1b below, for Program Projects that are consistent with the Policies and this Agreement, in two payments. Payments shall be made after this Agreement has been signed by both the County Program Manager and the Air District. Notwithstanding the above, the Air District is only obligated to pay that portion of the FYE 2017 TFCA monies that constitutes that portion of the fees subvended by the California Department of Motor Vehicles ("DMV") for calendar year 2016 to the Air District for its allocation to the County Program Manager from the Program funds. To the extent the estimated FYE 2017 TFCA monies exceed the Motor Vehicle Fees that are received by the Air District and are available to the County Program Manager, the County Program Manager understands and agrees that the Air District will not pay the

difference between the Motor Vehicle Fees available and the estimated FYE 2017 TFCA monies.

- a) To endeavor to forward the first payment within thirty (30) business days of the Air District receiving from the DMV all the revenues that comprise the payment. The first payment shall represent the County's proportionate share of the Program revenues generated from registration fees paid for motor vehicles that registered in Contra Costa County between January 1, 2016, and June 30, 2016, less Air District's administrative and audit costs.
 - b) To endeavor to forward the second payment within thirty (30) business days of the Air District receiving from the DMV all the revenues that comprise the payment. The second payment shall represent the County's proportionate share of the Program revenues generated from registration fees paid for motor vehicles that registered in Contra Costa County between July 1, 2016, and December 31, 2016, less Air District's administrative and audit costs.
- 2) To provide timely notice prior to conducting an audit.
 - 3) To provide the County Program Manager, and any other requesting party, a copy of the fiscal and performance audits conducted pursuant to Section 44242 of the Health and Safety Code.
 - 4) To provide the County Program Manager with all Air District-approved County Program Manager reporting forms required for the County Program Manager to submit pursuant to this Agreement, including the reports required pursuant to Section II, Paragraph 15 above.
 - 5) To provide a copy of the Air District logo to the County Program Manager solely for use to fulfill the obligation under Section II.16 of this Agreement.

SECTION IV

IT IS MUTUALLY AGREED:

- 1) **Term:** The term of this Agreement shall be from July 1, 2016 to December 31, 2025, unless it is terminated or amended as provided for in Paragraphs 2 and 8 of this Section or elsewhere in this Agreement, or unless this agreement has been fully satisfied.

The program manager has two years to implement the project. If the County Program Manager seeks to extend the project implementation period or the Expenditure Deadline in order to provide a Sub-awardee additional time to complete its Program Project(s) beyond the two-year extension already provided by the County Program Manager, the County Program Manager shall submit that request to the Air District no later than 60 days prior to the end of the Term.

- 2) **Termination:** Either Party may terminate this Agreement at any time by giving written notice of termination to the other Party which shall specify the effective date thereof. Notice of termination under this paragraph shall be given at least ninety (90) days before the effective date of such termination, unless the parties mutually agree to an earlier termination date. This Agreement shall also terminate at the end of the fiscal year during which the

Contra Costa Transportation Authority loses its designation as County Program Manager for Contra Costa County.

- 3) **Indemnity:** The County Program Manager shall indemnify and hold harmless the Air District, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance by the County Program Manager of its duties under this Agreement and shall require Sub-awardees to indemnify and hold harmless the Air District, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of their performance of the project or operation or use of the equipment that is subject to this Agreement.
- 4) **Notices:** Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, by U.S. Postal Service mail, or by certified mail (return receipt requested), to the addresses set forth below, or to such addresses which may be specified in writing to the Parties hereto.

Executive Director
Contra Costa Transportation Authority
2999 Oak Rd., Suite 100
Walnut Creek, CA 94597

Air Pollution Control Officer
Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, CA 94105

- 5) **Program Liaison:** Within thirty (30) days from the Effective Date of this Agreement, the County Program Manager shall notify the Air District of the County Program Manager's Program Liaison and of the Liaison's address, telephone number, and email address. The Program Liaison shall be the liaison to the Air District pertaining to implementation of this Agreement and shall be the contact for information about the Program and Program Projects. The County Program Manager shall notify the Air District of the change of Program Liaison or of the Liaison's contact information in writing no later than thirty (30) days from the date of any change.
- 6) **Additional Provisions and Additional Acts and Documents:** Each Party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents that are reasonably required to carry out the provisions, intent and purpose of this Agreement. All attachments to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
- 7) **Integration:** This Agreement, including all attachments hereto, represents the final, complete, and exclusive statement of the agreement between the Air District and the County Program Manager related to the Parties' rights and obligations and subject matter described in this Agreement, and supersedes all prior and other contemporaneous understandings and agreements of the parties pertaining to the terms and conditions herein. No Party has been induced to enter into this Agreement by, nor is any Party relying upon, any representation or warranty outside those expressly set forth herein.

- 8) **Amendment:** This Agreement may not be modified except in writing, signed by both Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.
- 9) **Independent Contractor:** Neither the County Program Manager nor its officers, employees, agents, or representative shall be considered employees or agents of the Air District.
- 10) **Assignment:** Neither Party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the other Party.
- 11) **Waiver:** No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a Party to enforce performance by the other Party of any term, covenant, or condition of this Agreement, and the failure of a Party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that Party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
- 12) **Severability:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.
- 13) **Force Majeure:** Neither the Air District nor the County Program Manager shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of this Agreement, or other causes, except financial that are beyond the reasonable control of the Air District or the County Program Manager.
- 14) **Governing Law:** Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
- 15) **Effective Date:** The effective date of this Agreement is the date the Air District Executive Officer/Air Pollution Control Officer executes the Agreement (the "Effective Date").
- 16) **Survival of Terms:** Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled, and shall apply to both parties' respective successors and assigns. Such terms include, but may not be limited to, Section IV. Paragraph 3 (Indemnity).

IN WITNESS WHEREOF, the County Program Manager and the Air District have entered into this Agreement as of the date listed below.

FOR COUNTY PROGRAM MANAGER:

by: Randell H. Iwasaki
Randell H. Iwasaki
Contra Costa Transportation Authority

Approved as to legal form (optional):

by: n/a
Contra Costa Transportation Authority

FOR AIR DISTRICT:

by: Jack P. Broadbent Date: 8/8/16
Jack P. Broadbent
Executive Officer/APCO
Bay Area Air Quality Management District

Approved as to legal form:

by: Brian C. Bungler
Brian C. Bungler, District Counsel
Bay Area Air Quality Management District

SUMMARY INFORMATION

County Program Manager Agency Name: Contra Costa Transportation Authority

Address: 2999 Oak Rd., Suite 100, Walnut Creek, CA 94597

PART A: NEW TFCA FUNDS

- | | | |
|---|----------------|---------------------------|
| 1. Estimated FYE 2017 DMV revenues (based on projected CY2015 revenues): | Line 1: | <u>\$1,428,118</u> |
| 2. Difference between prior-year estimate and actual revenue: | Line 2: | <u>\$32,948</u> |
| a. Actual FYE 2015 DMV revenues (based on CY2014): | | <u>\$1,411,400</u> |
| b. Estimated FYE 2015 DMV revenues: | | <u>\$1,378,452</u> |
| <i>('a' minus 'b' equals Line 2.)</i> | | |
| 3. Estimated New Allocation (Sum of Lines 1 and 2): | Line 3: | <u>\$1,461,066</u> |
| 4. Interest income. List interest earned on TFCA funds in calendar year 2015. | Line 4: | <u>\$15,199</u> |
| 5. Estimated TFCA monies budgeted for administration: ¹ | Line 5: | <u>\$73,053</u> |
| <i>(Note: This amount may not exceed 5% of Line 3.)</i> | | |
| 6. Total new TFCA funds available in FYE 2017 for projects and administration | Line 6: | <u>\$1,476,265</u> |
| <i>(Add Lines 3 and 4. These funds are subject to the six-month allocation deadline.)</i> | | |

PART B: TFCA FUNDS AVAILABLE FOR REPROGRAMMING

- | | | |
|--|---------|----------------|
| 7. Total amount from previously funded projects available for reprogramming to other projects. (Enter zero (0) if none.) | Line 7: | <u>\$1,732</u> |
| <i>(Note: Reprogrammed funds originating from pre-2006 projects are not subject to the six-month allocation deadline.)</i> | | |

PART C: TOTAL AVAILABLE TFCA FUNDS

- | | | |
|--|---------|--------------------|
| 8. Total Available TFCA Funds (Sum of Lines 6 and 7) | Line 8: | <u>\$1,477,997</u> |
| 9. Estimated Total TFCA funds available for projects (Line 8 minus Line 5) | Line 9: | <u>\$1,404,944</u> |

¹ The "Estimated TFCA funds budgeted for administration" amount is listed for informational purposes only. Per California Health and Safety Code Section 44233, County Program Managers must limit their administrative costs to no more than 5% of the actual total revenue received from the Air District.

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INSURANCE REQUIREMENTS

Verification of Coverage

The County Program Manager shall obtain and maintain certificates and/or other evidence of the insurance coverage required below. The Air District reserves the right to require the County Program Manager to provide complete, certified copies of any insurance offered in compliance with these specifications. Certificates, policies and other evidence provided shall specify that the Air District shall receive 30 days advanced notice of cancellation from the insurers.

Minimum Scope of Insurance

Throughout the Term as defined in Section IV of the Agreement, the County Program Manager shall obtain and maintain in full force and effect the Liability Insurance as set forth below, and shall require each Sub-awardee to obtain and maintain in full force and effect the Liability Insurance and Property Insurance as set forth below:

1. **Liability Insurance** with a limit of not less than \$1,000,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the County Program Manager and Sub-awardee, and to the operation of the vehicles, vessels, engines or equipment operated by the Sub-awardee.
2. **Property Insurance** in an amount of not less than the insurable value of Sub-awardee's vehicles, vessels, engines or equipment funded under the Agreement, and covering all risks of loss, damage or destruction of such vehicles, vessels, engines or equipment.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Air District may, at its sole discretion, waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance.

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BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT

August 11, 2016

Randell H. Iwasaki
Contra Costa Transportation Authority
2999 Oak Rd., Suite 100
Walnut Creek, CA 94597

RE: TFCA Program Manager Agreement for Fiscal Year Ending 2017

Dear Randell H. Iwasaki:

Enclosed please find an original of the executed Agreement between the Contra Costa Transportation Authority and the Bay Area Air Quality Management District for the fiscal year ending 2017.

Section IV Paragraph 5 of the Agreement requires you to, **within 30 days of the execution of this Agreement, notify the Air District of the Program Manager Liaison**, or day-to-day contact, including contact information. Our records show your Liaison information as:

Peter Engel
2999 Oak Rd., Suite 100, Walnut Creek, CA, 94597
pengel@ccta.net
925-256-4741

Please confirm or update this information via email to tfca4pm@baaqmd.gov, with a copy to the Air District's Liaison, Linda Hui at lhui@baaqmd.gov.

Please note that insurance requirements are set forth in Attachment B and, although not attached, the TFCA Program Manager Fund Policies are incorporated by reference.

We look forward to working with you on the successful implementation of projects under this Agreement.

Sincerely,

Chengfeng Wang,
Acting Grants Program Manager



Enclosure
Cc: Peter Engel

BY:

Contra Costa Transportation Authority STAFF REPORT

Meeting Date: July 20, 2016

| | |
|-------------------------------|---|
| Subject | Authorize CCTA's Executive Director to Sign TFCA Funding Agreement 17-CC |
| Summary of Issues | Approval would authorize the Authority's Executive Director to sign funding agreement 17-CC with the Bay Area Air Quality Management District (BAAQMD). The funding agreement defines the parties' obligations with respect to the FY 2016-17 Transportation Fund for Clean Air (TFCA) Program Manager funds submitted by Resolution 16-04-G approved on February 17, 2016. |
| Recommendations | Authorize CCTA's Executive Director to execute Funding Agreement 17-CC with the Bay Area Air Quality Management District (BAAQMD) for the FY 2016-17 TFCA program. |
| Financial Implications | The funding agreement is for a total of \$1,477,997 of which \$73,053 can be used by CCTA to administer the program. The remaining funds will be used by 511 Contra Costa to provide Transportation Demand Management programs in Contra Costa. |
| Options | Not approve at this time. The funding becomes eligible upon signature of the agreement or July 1, 2016, whichever is later. A delay in signing the agreement would mean that costs incurred between July 1, 2016 and the signature date by the BAAQMD would not be reimbursable. |
| Attachments | A. Agreement 17-CC |
| Changes from Committee | |

Background

On February 17, 2016 the Authority approved Resolution 16-04-G establishing a TFCA expenditure plan for FY 2016-17. On May 18, 2016 the BAAQMD approved the Contra Costa

TFCA Expenditure Plan and directed Air District staff to enter into a funding agreement with the Authority for the FY 2016-17 funds.

In order to receive the TFCA funds to reimburse program expenses, the Authority must sign Agreement 17-CC with the BAAQMD. The agreement is a standard agreement that each of the nine Bay Area TFCA County Program Managers sign, defining the obligations of the parties with respect to the use and disbursement of the funds.

The Authority is subject to annual audits by the Air District to ensure compliance with the program policies and the funding agreement. The Authority has not had any significant findings from any previous audits.

This year's agreement has no significant changes from last year's agreement.

EXHIBIT C

MTC (CMAQ) Funding Agreement

INTERAGENCY AGREEMENT

BETWEEN THE METROPOLITAN TRANSPORTATION COMMISSION

AND

CONTRA COSTA TRANSPORTATION AUTHORITY

FOR REGIONAL CARPOOL PROGRAM COMPLEMENTARY ACTIVITIES

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INTERAGENCY AGREEMENT
Between METROPOLITAN TRANSPORTATION COMMISSION
And CONTRA COSTA TRANSPORTATION AUTHORITY
For REGIONAL CARPOOL PROGRAM COMPLEMENTARY ACTIVITIES

This Agreement, effective as of October 1, 2016, is entered into by and between the Metropolitan Transportation Commission (hereafter "MTC"), a regional transportation planning agency established pursuant to California Government Code § 66500 *et seq.*, and the Contra Costa Transportation Authority (hereafter "AGENCY").

WITNESSETH

WHEREAS, MTC has operated the Regional Rideshare Program since 1997, and is refocusing its work on the formation of carpools and vanpools in the Bay Area to be known as the Regional Carpool Program; and

WHEREAS, historically, the Regional Rideshare Program either provided employer outreach for the counties or delegated a share of its funds to individual counties to do this work; and

WHEREAS, MTC will no longer perform employer outreach for the counties or fund similar work, but desires to ease county transition to this change by offering one year's worth of delegated funds to each of the nine Bay Area counties;

WHEREAS, MTC is an eligible recipient of Congestion Mitigation and Air Quality (CMAQ) funds for the San Francisco Bay Region and has programmed CMAQ funds to support the Regional Carpool Program; and

WHEREAS, AGENCY has agreed to perform local Transportation Demand Management (TDM) activities that complement the Regional Carpool Program; and

WHEREAS, MTC has agreed to reimburse AGENCY for such TDM services that are eligible for funding under the CMAQ program legislation and guidance and subject to the terms of this agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1.0 GENERAL

AGENCY will perform TDM activities that complement MTC's Regional Carpool Program consistent with Attachment A, Scope of Work. MTC will administer the pass-through of CMAQ funds from the U.S. Department of Transportation (DOT) to AGENCY in accordance with this Agreement.

2.0 INTERAGENCY AGREEMENT ADMINISTRATION

The administration of this Agreement will be conducted by the MTC Project Manager and day-to-day management of individual projects required under this Agreement is assigned to the AGENCY Program Manager as follows:

To MTC: Attention: Barbara Laurenson
Metropolitan Transportation Commission
375 Beale Street, Suite 800
San Francisco, CA 94105
Email: blaurenson@mtc.ca.gov

To AGENCY: Attention: Peter Engel
Contra Costa Transportation Authority
2999 Oak Road, Suite 100
Walnut Creek, CA 94597-2011
Email: pengel@ccta.net

2.1 PROGRESS REPORTS

AGENCY shall provide MTC with regular progress reports according to the schedule and form approved by the MTC Project Manager.

2.2 SUBMISSION OF CONTRACT DOCUMENTS

To the extent requested by the MTC Project Manager, AGENCY shall submit communications and required documentation, including but not limited to invoices, requests for contract modifications, and information on payments received and made to subconsultants, subconsultant utilization, and if applicable, certified payrolls, to the MTC PROJECT MANAGER or his or her designee via a one or more web-based systems designated by MTC to which MTC will provide AGENCY with system access. MTC may withhold payment of invoices pending receipt of such communications and required documentation via the applicable web-based system.

3.0 FUNDING

A. AGENCY and MTC agree that, pursuant to this Agreement, MTC shall allocate to AGENCY a total of seventy thousand dollars (\$70,000) in federal CMAQ funds assigned in Fiscal Year 2017 as per Attachment B, Budget attached hereto and incorporated herein by this reference.

B. AGENCY shall provide non-federal matching funds in a minimum amount of nine thousand seventy dollars (\$9,070) or 11.47 percent of the total project cost of seventy-nine thousand seventy dollars (\$79,070).

C. Subject only to duly executed amendments, it is expressly understood and agreed that in no event will the total compensation to be paid AGENCY under this Agreement exceed the sum of seventy thousand dollars (\$70,000).

D. Should the project costs per year exceed seventy-nine thousand seventy dollars (\$79,070), AGENCY agrees to provide the balance of funding necessary to complete the project activities described in Attachment A.

4.0 SCOPE OF WORK

In consideration of the funding detailed herein, AGENCY shall perform the project activities described in Attachment A, Scope of Work, attached hereto and incorporated herein by this reference. Compliance with federal and state financial reporting requirements shall be AGENCY's responsibility.

5.0 TERM

This Agreement is in effect from October 1, 2016 to March 31, 2018. All funds shall be expended by March 31, 2018.

6.0 METHOD OF PAYMENT

Eligible costs shall be those set forth in the Office of Management and Budget (OMB) Circular No. A-87, Revised, "Cost Principles Applicable for State, Local and Indian Tribal Governments."

A. Contingent upon AGENCY's satisfactory completion of work products described in Attachment A, Scope of Work, AGENCY shall submit semi-annual invoices to MTC for that portion of the funds available to AGENCY that have been expended. In addition, all supporting documentation must accompany expenditures included on agency invoices. Payment shall be made by MTC within thirty (30) days of receipt of an acceptable invoice, which shall be subject to the review and approval of MTC's Project Manager or a designated representative. Approval of an invoice shall not be unreasonably withheld. All invoices shall be submitted electronically via email to MTC at acctpay@mtc.ca.gov or in writing to:

Attention Accounting Section
Metropolitan Transportation Commission
375 Beale Street, Suite 800
San Francisco, CA, 94105

B. Any withholding of payment by MTC, per Article 8.0 of this Agreement, may be applied to subsequent invoices.

C. Funds not expended during the fiscal year shall be available in the following fiscal year.

D. Subject only to duly executed amendments, it is expressly understood and agreed that in no event will the total reimbursement to be paid under this Agreement exceed the sum of seventy thousand dollars (\$70,000).

E. Notwithstanding any provisions to the contrary, final payment shall not be made until MTC has determined that work tasks have been completed and all deliverable reports and products have been received as required in the Scopes of Work described in Attachment A. If MTC determines that tasks have not been undertaken or work products have not been received, it shall notify AGENCY of its findings in a prompt manner but no later than thirty (30) days after such determination.

7.0 IDENTIFICATION OF DOCUMENTS

All reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:

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

MTC and the federal funding agencies shall have the right to reproduce, publish or otherwise use, and authorize others to use, the information developed from federally funded projects.

8.0 DELAYS AND FAILURE TO PERFORM

Whenever AGENCY encounters any difficulty that will delay timely performance of work, AGENCY shall notify MTC in writing. AGENCY agrees to cooperate with MTC to work out a mutually satisfactory course of action.

If MTC determines that (a) AGENCY's failure to complete a product on a timely basis is due to causes solely within AGENCY's control; and/or (b) AGENCY has failed to consider MTC recommendations aimed at facilitating progress toward that product, MTC may impose such sanctions as it may determine appropriate. Sanctions may include withholding of commensurate payment due under this Agreement until compliance is achieved.

9.0 AMENDMENTS

This Agreement may be amended by mutual agreement of MTC and AGENCY at any time during the term of the Agreement. All such changes shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule.

Any services added to the Scope of Work of this Agreement by an amendment shall be subject to all applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

10.0 TERMINATION

Either party may terminate this Agreement, in whole or in part, at any time upon ninety (90) days written notice. In this event, AGENCY shall submit a requisition to MTC for an amount representing the actual cost of services performed to the effective date of termination for which AGENCY has not been previously reimbursed. In no event shall the maximum expenditure allowed under this Agreement be exceeded. Upon payment of the amount found due, MTC shall be under no further obligation to AGENCY, monetarily or otherwise.

11.0 USE OF THIRD PARTY CONTRACTS

AGENCY may subcontract or subvene funds to local agencies for performance of portions of the work required under this Agreement, with the prior written consent of MTC. If requested, AGENCY agrees to provide MTC with copies of all subcontracts or amendments to subcontracts exceeding \$25,000 after their execution. MTC reserves the right to review subcontracts or amendments to subcontracts, prior to their execution. All subcontracts must be in accordance with 49 Code of Federal Regulations Part 18, MTC's funding agreement with DOT and any regulations, guidelines and circulars of DOT, applicable as a result of such funding agreement. Further, all subconsultants shall agree to comply with 48 Code of Federal Regulations, Chapter 1, Part 31. MTC agrees to provide to AGENCY a copy of its funding agreement with DOT upon request.

AGENCY will include the provisions of this Agreement, as applicable, in any subagreement exceeding \$25,000, including procurement of materials and leases of equipment. AGENCY will take such action with respect to any subagreement or procurement agreement as MTC or agency of DOT may direct as a means of enforcing such provisions, including sanction for noncompliance.

12.0 RECORDS AND AUDITS

A. Records. AGENCY agrees to establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) that is adequate to accumulate and segregate reasonable, allowable, and allocable project costs. AGENCY further agrees to keep all records pertaining to the project being funded for audit purposes for a minimum of three (3) years from submission of final expenditure report; four (4) years following the fiscal year of last expenditure under the Agreement; or until completion of any litigation, claim or audit, whichever is longer. Copies of AGENCY's audits, if any, performed during the course of Project development and at Project completion shall be forwarded to MTC no later than one hundred eighty (180) days after fiscal year end close.

B. Audits. AGENCY further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that MTC, or any of its duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such

subcontractor for the term specified above. The term "subcontract" as used in this clause excludes agreements not exceeding \$25,000.

AGENCY agrees to grant MTC, the U.S. DOT, FTA or FHWA, as applicable, the Comptroller General of the United States, the State of California, and their authorized representatives access to the AGENCY's books, records, accounts, and any and all work products, materials, and other data relevant to this Agreement, for the purpose of making an audit, examination, excerpt and transcription during the term of this Agreement and for the period specified in Section A, above. AGENCY shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time. If, as a result of any audit, it is determined by the auditor that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the AGENCY agrees to reimburse MTC for those costs within sixty (60) days of written notification by MTC.

AGENCY further agrees to include in all its subcontracts hereunder exceeding \$25,000 a provision to the effect that the subcontractor agrees that MTC, the U.S. DOT, FTA or FHWA, as applicable, the Comptroller General of the United States, the State of California, and their authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor for the term specified above.

C. Travel and Subsistence Costs. Reimbursement of AGENCY travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e., non-represented employees).

13.0 EQUAL EMPLOYMENT OPPORTUNITY

In the performance of services under this Agreement, AGENCY shall not discriminate or permit discrimination against any persons or group of persons on the grounds of race, religious creed, color, national origin, age, ancestry, physical disability, medical condition, marital status or sex, in any manner prohibited by federal, state or local laws. AGENCY will comply with all applicable provisions of Executive Order 11246 as amended by Executive Order 11375 and as supplemented by Department of Labor regulations.

14.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

It is the policy of MTC and DOT to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which disadvantaged business enterprises, as defined in 49 CFR Part 26, can compete fairly for contracts and subcontracts relating to MTC's procurement and professional services activities. In connection with the performance of this Agreement, AGENCY will cooperate with MTC in meeting these commitments and objectives.

AGENCY shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. AGENCY shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by AGENCY to carry out these requirements is a material breach of the contract, which may result in the termination of this Agreement or such other remedy as MTC deems appropriate.

15.0 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

AGENCY agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)) and the regulations of the DOT issued thereunder (49 C.F.R. Part 21), which are incorporated herein by reference. AGENCY further agrees to comply with the provisions of Attachments D, Fair Employment Practices, and E, Nondiscrimination Assurances including its Appendices A through D, which are attached hereto and incorporated herein by this reference.

16.0 ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

AGENCY agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations.

17.0 STATE ENERGY CONSERVATION PLAN

AGENCY shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321).

18.0 DEBARMENT

AGENCY certifies that neither it, nor any of its subcontractors is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 49 CFR Part 29, by any Federal agency or department.

19.0 CLEAN AIR AND WATER POLLUTION ACTS

AGENCY agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

20.0 LOBBYING

AGENCY agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 United States Code §1352 and 49 C.F.R. Part 20.

21.0 INTEREST OF PUBLIC OFFICIALS

Persons on the governing boards of any member jurisdiction of AGENCY, or on the governing board of the AGENCY may not, during their tenure, have any interest, direct or indirect, in this Agreement or the proceeds therefrom.

22.0 INDEMNIFICATION

AGENCY shall indemnify, defend, and hold harmless MTC, its Commissioners, representatives, agents and employees ("MTC Indemnified Parties") from and against all claims, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith) (collectively, "Claims and Losses"), incurred by reason of any act or failure to act of AGENCY, its officers, employees or agents, or subcontractors or any of them in connection with this Agreement. It is understood and agreed that AGENCY has no obligation to indemnify and hold the MTC Indemnified Parties harmless if the Claims and Losses are caused by compliance by the AGENCY with an MTC policy determined unlawful. If the sole basis of any claim, suit, or demand is that an MTC policy is unlawful, MTC shall at its own expense provide its own defense to such claim.

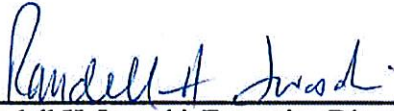
23.0 LAWS AND REGULATIONS

AGENCY shall comply with MTC Resolution No. 4035, as may be revised, or any superseding resolution, any and all laws, statutes, ordinance, rules, regulations or requirements of the federal, state or local government, and of any agency thereof, which relate to or in any manner affect the performance of this Agreement. Title 49 Code of Federal Regulations Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" and MTC's funding agreement with DOT are each incorporated herein by reference as though set forth in full, and shall govern this Agreement except as otherwise provided herein. Those requirements imposed upon MTC as "Recipient" are hereby, in turn, imposed upon AGENCY, and those rights reserved by DOT are hereby reserved by MTC.

In addition to the foregoing, AGENCY agrees to comply with the provisions contained in Attachments D, Fair Employment Practices, and E, Nondiscrimination Assurances, attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

**CONTRA COSTA
TRANSPORTATION AUTHORITY**



Randell H. Iwasaki, Executive Director

**METROPOLITAN TRANSPORTATION
COMMISSION**



Steve Heminger, Executive Director

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ATTACHMENT A: SCOPE OF WORK

MTC/AGENCY FUNDING AGREEMENT

REGIONAL CARPOOL PROGRAM COMPLEMENTARY ACTIVITIES

TASKS AND PRODUCTS

Objectives

- To implement local Travel Demand Management (TDM) activities that complement regional efforts to reduce single occupant vehicle trips;
- To support and further the Metropolitan Transportation Commission’s (MTC) goals to promote carpooling and carpool matching apps (to the extent any funds are dedicated to support or promote carpooling);
- To include 511.org as a traveler information resource in public outreach campaigns and materials (to the extent any funds are dedicated to traveler information and/or public awareness of transportation alternatives);
- To work collaboratively with other TDM efforts in the Bay Area; and
- To monitor project outcomes.

Tasks and Related Products

1. Work Plan

Provide a brief description of the work that will be carried out or supported by the funds in this funding agreement for MTC approval. The description shall address how the work meets the above objectives and how the work will be performed. It will define deliverables and a schedule to expend all funds by March 31, 2018.

2. Project Delivery

- Implement the work as described and approved in the work plan.
- Provide semi-annual invoices per the format in Attachment C.

| Products/Tasks | Delivery Date |
|--|--|
| Draft Work Plan | October 31, 2016 |
| Final Work Plan (if needed to address any MTC concerns) | November 30, 2016 |
| Semi-Annual Invoices up to the time that all project funds are expended and not beyond April 30, 2018. | April 30, 2017 October 31, 2017 April 30, 2018 |
| Deliverables, subject to Work Plan | To be determined |

ATTACHMENT B: BUDGET

Estimated Cost by Funding Source:

| | | | |
|--------------------|----------|--------------------|---------|
| MTC CMAQ | \$70,000 | MTC CMAQ | 88.53% |
| AGENCY Local Match | \$ 9,070 | AGENCY Local Match | 11.47% |
| Total | \$79,070 | Total | 100.00% |

ATTACHMENT C: INVOICE FORMAT

| | |
|-----------------------------------|--|
| Local Agency: | |
| Invoice Number: | |
| Billing Period: | |
| Total Value of Work Performed: | |
| Invoiced Total (88.53%): | |

Attach supporting expenditure detail for the period, such as staff costs, direct costs and consulting invoices.

ATTACHMENT D: FAIR EMPLOYMENT PRACTICES

1. In the performance of this Agreement, AGENCY shall not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. AGENCY shall take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. AGENCY shall permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to AGENCY, the

difference between the price named in the Agreement and the actual cost thereof to STATE to cure AGENCY's breach of this Agreement.

ATTACHMENT E: NONDISCRIMINATION ASSURANCES

AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964” (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which AGENCY receives federal financial assistance from the Federal Department of Transportation. AGENCY HEREBY GIVES ASSURANCE THAT AGENCY shall promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That AGENCY agrees that each “program” and each “facility” as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a “program”) conducted, or will be (with regard to a “facility”) operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
2. That AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements: AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.
3. That AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.
4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which AGENCY retains ownership or possession of the property.

9. That AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of STATE assisted contracts. The California Department of Transportation Disadvantaged Business Enterprise Program Implementation Agreement for Local Agencies is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out the Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date

hereof to AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO ATTACHMENT E

During the performance of this Agreement, AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as AGENCY) agrees as follows:

(1) **Compliance with Regulations:** AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) **Nondiscrimination:** AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by AGENCY of the AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to AGENCY's books, records, accounts, other sources of information and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts AGENCY has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) **Incorporation of Provisions:** AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided,

however, that, in the event AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO ATTACHMENT E

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that AGENCY shall accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on AGENCY, its successors and assigns.

AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO ATTACHMENT E

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by AGENCY, pursuant to the provisions of Assurance 7(a) of Attachment F.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add 'as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, AGENCY shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of AGENCY and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO ATTACHMENT E

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the AGENCY, pursuant to the provisions of Assurance 7 (b) of Attachment F.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, AGENCY shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of AGENCY, and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

ATTACHMENT F, STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS

Caltrans Non – Discrimination

A. In the performance of work undertaken pursuant to this Agreement, CONSULTANT shall not, and shall affirmatively require that its contractors shall not, unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave.

B. CONSULTANT shall ensure, and shall require that its contractors and all subcontractors and/or subrecipients shall ensure, that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT shall comply, and ensure that its contractors and subcontractors and/or subrecipients shall comply, with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (af), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

C. Each of CONSULTANT's contractors, subcontractors, and/or subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements. CONSULTANT shall include the non-discrimination and compliance provisions hereof in all contracts and subcontracts to perform work under this Agreement.

D. CONSULTANT shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR Part 21, and 23 CFR Part 200 are made applicable to this Agreement by this reference. Wherever the term "Contractor" appears therein, it shall mean CONSULTANT.

E. CONSULTANT shall permit, and shall require that its contractors, subcontractors, and subrecipients will permit, access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by STATE to investigate compliance with these non-discrimination provisions.

EXHIBIT D

Sponsor Worksheet/Budget

WCCTAC 2016-17 PROGRAM Budget

| FUNDING | TFCA | CMAQ | MJ | MJ | MJ | MJ | Total Project Cost |
|------------------------|------------------|------------------|-------------------|------------------|------------------|------------------|--------------------|
| PROJECT # | 17CC01 | 17MTCW | 17MJ17W | 16-23-G-15 | 16-27-G-20 | 16-49-G-28 | |
| | \$319,677 | \$ 15,890 | \$ 158,900 | \$ 17,674 | \$ 23,202 | \$49,123 | \$584,466 |
| Purchase Order # | | | | | | | |
| Expenditure category | | | | | | | |
| Salaries/Benefits | \$241,811 | \$ 15,890 | \$ 120,563 | | \$ 15,000 | | \$ 393,263 |
| | | | | | | | MJ Match |
| Professional Services | \$ 10,927 | | \$ 13,903 | \$ 17,674 | \$ 8,202 | \$ 49,123 | \$ 99,830 |
| Rent | \$ 8,510 | | \$ 11,290 | | | | \$19,800 |
| Incentives / Marketing | \$ 56,679 | | \$ 7,450 | | | | \$ 64,129 |
| Travel & Training | \$ 1,750 | | \$ 1,750 | | | | \$ 3,500 |
| Program Printing | | | | | | | |
| Postage | | | | | | | |
| Liability Insurance | | | \$ 3,944 | | | | \$ 3,944 |
| Program Supplies | | | | | | | |
| Printing Copier Lease | | | | | | | |
| Project Budget | \$319,677 | \$ 15,890 | \$ 158,900 | \$ 17,674 | \$ 23,202 | \$ 49,123 | \$ 584,466 |

| TDM | | Senior and Disabled | |
|--------------|----------------------|---------------------|---------------------|
| Measure J 17 | \$ 158,900.00 | Measure J 15 | \$ 17,674.00 |
| TFCA | \$ 319,677.00 | Measure J 20 | \$ 23,202.00 |
| CMAQ | \$ 15,890.00 | Measure J 28 | \$ 49,123.00 |
| Total | \$ 494,467.00 | Total | \$ 89,999.00 |

**WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE
RESOLUTION NO. 17-01**

**ESTABLISHING REVISED TERMS OF COMPENSATION
FOR JOHN C. NEMETH, EXECUTIVE DIRECTOR**

WHEREAS, the Board of Directors of the West Contra Costa Transportation Advisory Committee (“WCCTAC”) appointed John C. Nemeth to the position of Executive Director of WCCTAC to serve for and during the pleasure of the Board of Directors, effective January 21, 2014; and

WHEREAS, the Board of Directors of WCCTAC is authorized to approve the Executive Director’s compensation; and

WHEREAS, Executive Director of WCCTAC, John C. Nemeth was initially compensated at the “Step 3” level upon his appointment; and

WHEREAS, on October 23, 2015, the Board of Directors of WCCTAC approved a revision to the terms of compensation to John C. Nemeth to compensate John C. Nemeth at the “Step 4” level, retroactively effective on July 1, 2015; and

WHEREAS, the Board of Directors of WCCTAC designated Chair Sherry McCoy and Vice Chair Janet Abelson to serve as labor negotiator to negotiate a revised compensation mutually acceptable to John C. Nemeth and the Board of Directors; and

WHEREAS, the Board of Directors and John C. Nemeth recently negotiated mutually acceptable terms of compensation to revise John C. Nemeth’s compensation as Executive Director at the “Step 5” level; and

WHEREAS, the Board of Directors desires to confirm the revised terms of John C. Nemeth’s compensation as WCCTAC’s Executive Director, effective and retroactive to January 1, 2017.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the West Contra Costa Transportation Advisory Committee does hereby approve a revision to the terms of compensation for John C. Nemeth as Executive Director from “Step 4” to “Step 5” at the compensation amount outlined as “Step 5” in Exhibit A, attached hereto, effective retroactive to January 1, 2017.

The foregoing Resolution was adopted by the WCCTAC Board at a regular meeting on January 27, 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
_____, Chair

Attest:

John Nemeth, Executive Director

Approved as to Form:

Kristopher J. Kokotaylo, General Counsel

2765060.1



TO: WCCTAC TAC

DATE: January 27, 2017

FR: John Nemeth, Executive Director

RE: **Review of STMP Funding Requests with STMP and Measure J 28b Funding Recommendations**

REQUESTED ACTION

Approve STMP funding for the I-80 / San Pablo Dam Road Project as requested by CCTA and the City of San Pablo; give BART's request for the El Cerrito del Norte Station Access Improvement Project priority consideration in the next STMP funding round, and approve Measure J 28b funding for El Cerrito's Ohlone Greenway BART Station Area Access, Safety and Placemaking Improvements.

BACKGROUND AND DISCUSSION

At WCCTAC's March 2016 meeting, the Board allocated STMP funds to three regionally-beneficial projects including:

- \$527,000 for the City of Richmond's East Side Improvements Project at the Richmond BART Intermodal Station.
- \$1,000,000 for the City of Hercules' Path to Transit Phase of the Regional Intermodal Transit Center.
- \$300,000 for the City of El Cerrito's Ohlone Greenway BART Station Area Access, Safety and Placemaking Improvements Project.

The Board also determined that two requests that did not receive funding would get "priority consideration" in a future funding round. These included a request from BART for \$1,000,000 for the El Cerrito del Norte Station Access Improvements Project, and a request from the City of San Pablo & CCTA for \$1,000,000 to cover construction contingencies on the I-80/San Pablo Dam Road project.

The Board suggested that a future funding round should be considered by staff at the end of 2016, subject to the availability of STMP funds. The Board noted that, by this time, more information would be known about whether contingency funding for the I-80/San Pablo Dam Road project would be needed.

Current Funding Round

In October 2016, CCTA staff notified WCCTAC staff that funding was necessary to cover the I-80/San Pablo Dam Road project's construction contingency and that they would be making a formal request. To ensure that the Board could consider this request in the

context of the overall West County needs, WCCTAC staff solicited STMP funding requests from all its member agencies and other potential project sponsors. WCCTAC received three requests for STMP funding as described below. The requests themselves are included as Attachments A, B & C.

| Agency | Project | Amount Requested |
|--------------------|--|-------------------------|
| CCTA | I-80 / San Pablo Dam Road Interchange Project | \$700,000 |
| BART | El Cerrito del Norte Station Access Improvement Project | \$1,000,000 |
| City of El Cerrito | Ohlone Greenway BART Station Area Access, Safety and Placemaking Improvements. | \$500,000 |

Available Funding

The balance in the WCCTAC STMP account as of January 5, 2017 is \$1,004,600. The Board previously agreed to set aside \$250,000 for the upcoming STMP Nexus Study and Strategic Plan, and \$40,000 to cover STMP administration in FY16-17. The remaining \$714,600 is available to allocate to STMP-eligible projects.

Evaluating Requests

For the prior round of STMP requests, the WCCTAC-TAC established three criteria for evaluating and prioritizing projects. It recommended giving higher priority to: 1) projects that were further along in the development process, 2) projects with sponsors that have not recently received funding, to ensure a balance across agencies, and 3) projects in STMP categories that have not recently received funding, to ensure a balance across project categories. The ranking of requests is intended to provide information to the Board, although the Board is not bound by the evaluation results.

WCCTAC staff evaluated and ranked the three recent funding requests according to the TAC criteria. At its January meeting, the WCCTAC TAC reviewed and confirmed these rankings as follows.

| Total of Combined Criteria | | |
|-----------------------------------|--------------------|-------------|
| Agency/Sponsor | Total Score | Rank |
| CCTA | 3 | 1 |
| BART | 5 | 2 |
| El Cerrito | 9 | 3 |

Staff believes that it is possible to aid all three these projects in different ways and is recommending the following approach to the Board, which has been discussed with the WCCTAC-TAC.

- 1) Fund the CCTA request for \$700,000 for the I-80 / San Pablo Dam Road project, given its top ranking, urgency, and the Board's previous decision to give this request priority consideration.
- 2) Give priority for funding to the BART request for the El Cerrito Del Norte Access Improvement Project in the next STMP funding round, if these funds are still needed.
- 3) Fund the El Cerrito Ohlone Greenway BART Station Area Access, Safety and Placemaking Improvements using Measure J 28b funds. These are flexible funds that can be used for any West County priority. As of December 31, 2016 there were \$577,000 available. This Measure J category grows by about \$65,000 per quarter. If the El Cerrito project is fully funded, WCCTAC would have approximately \$142,000 available by the end of March 2017.

Staff proposes that WCCTAC's next round of STMP funding occur in the summer of 2017, subject to the availability of funds. This timeframe will allow for the STMP balance to grow and, by then, more information will also be available about BART's funding picture for the El Cerrito Del Norte Access Improvement Project. BART has recently applied for Measure J TLC funds and will have a clearer sense of its project funding gap by summer.

Attachments

- A1: Request from CCTA
- A2: Letter of support from City of San Pablo
- B: Request from BART
- C: Request from the City of El Cerrito



CONTRA COSTA
transportation
authority

COMMISSIONERS

Dave Hudson, Chair

Tom Butt,
Vice Chair

Janet Abelson

Newell Arnerich

David Durant

Federal Glover

Karen Milchoff

Julie Pierce

Kevin Romick

Don Tatzin

Robert Taylor

Randell H. Iwasaki,
Executive Director

December 21, 2016

John Nemeth
Executive Director - WCCTAC
6333 Potrero Ave, Suite 100
El Cerrito, CA 94530

Re: Request for \$700,000 in STMP fees for I-80/San Pablo Dam Road – Phase 1

Dear John:

The Contra Costa Transportation Authority (Authority) is requesting \$700,000 in West Contra Costa Sub-regional Transportation Mitigation Program (STMP) fees to complete the construction of I-80/San Pablo Dam Road – Phase 1.

This regionally important project, led by the Authority on behalf of the City of San Pablo, will reconstruct the existing I-80/San Pablo Dam Road interchange (including modifications to the El Portal Drive and McBryde Avenue ramps) and provide improved pedestrian and bicycle facilities across I-80. To match available funding, the project will be completed in two phases. The first phase, which is underway, will relocate the El Portal Drive on-ramp to westbound I-80 to the north, extend the auxiliary lane along westbound I-80 between San Pablo Dam Road off-ramp and El Portal Drive on-ramp, and reconstruct the Riverside Avenue pedestrian overcrossing. The second phase, which is currently unfunded, will replace the I-80/San Pablo Dam Road interchange and modify the McBryde Avenue off-ramp.

The Authority signed the construction contract for Phase 1 on December 7, 2015 and construction activities began on January 21, 2016. The new Riverside Avenue pedestrian overcrossing was opened to the public on October 25, 2016 and the demolition of the old pedestrian overcrossing is now complete. Work on new El Portal Drive on-ramp is expected to be completed in early 2017, weather permitting.

Approximately \$7.1 million is earmarked to the project in the STMP program and neither the Authority nor the City of San Pablo received STMP funds in the past. The current cost of Phase 1 is \$41.8 million which is \$700,000 over available funding. Fund sources that have been secured by the Authority for Phase 1 include \$13.1 million in Measure J funds, \$3 million in City of San Pablo local funds, \$8 million in Regional Measure 2 (RM2) funds, \$15 million in State Transportation Improvement Program (STIP) funds, \$2 million in Active Transportation Program (ATP) funds, and if approved by WCCTAC, \$700,000 in STMP fees.

2999 Oak Road
Suite 100
Walnut Creek
CA 94597
PHONE: 925.256.4700
FAX: 925.256.4701
www.ccta.net

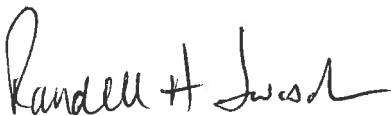
The project cost overruns are due to several reasons:

- A recent mandated change in the asphalt pavement mix in regard to the use of recycled aggregates.
- Significant utility conflicts and additional unknown utilities requiring work-arounds, and resulting in schedule delays.
- Utility relocation delays by utility owners impacting the schedule.
- Restricted work hours in order to reduce traffic impacts and minimize construction noise to residents in the area.
- Modifications to the design to respond to field conditions.

Early in 2016, WCCTAC Technical Advisory Committee (TAC) ranked Phase 1 of the I-80/San Pablo Dam Road interchange project No. 1 on the list of projects being considered for STMP allocation. The ranking was based on the state of readiness, amount of other funds being leveraged (\$41.1 million), and the fact that the project sponsor never received STMP funds in the past. Although it did not receive funding at the time, WCCTAC Board requested that a special consideration be given to the project when it allocates STMP funds in the future.

Should you have any questions about this request, please contact Hisham Noeimi at (925) 256-4731. Thank you for your consideration.

Sincerely,



Randell H. Iwasaki, P.E.
Executive Director

Attachment

| | |
|------------------|---|
| Project | Interstate 80/San Pablo Dam Road Interchange Improvements (# 7002) |
| Sponsor | City of San Pablo/Contra Costa Transportation Authority |
| Subregion | West County |

Scope

Reconstruct the existing I-80/San Pablo Dam Road interchange (including modifications to the El Portal Drive and McBryde Avenue ramps) and provide improved pedestrian and bicycle facilities.

To match available funding, the project will be completed in two phases. The first phase will relocate the El Portal Drive on-ramp to westbound I-80 to the north, extend the auxiliary lane along westbound I-80 between San Pablo Dam Road off-ramp and El Portal Drive on-ramp, and reconstruct the Riverside Avenue pedestrian overcrossing. Remaining improvements will be completed as part of the second phase when funding becomes available.

Status

- Construction contract for Phase 1 was signed on December 7, 2015.
- Construction began on January 21, 2016 and is targeted for completion in early 2017; weather dependent.

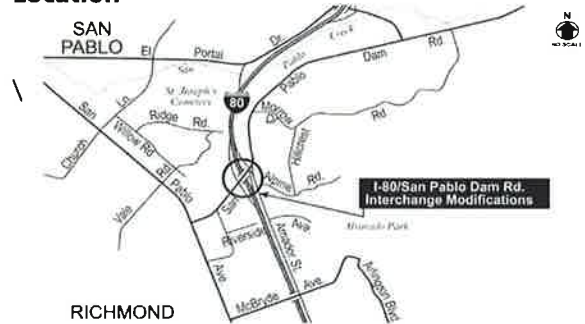
Issues/Areas of Concern

- Staff is coordinating with the City of San Pablo to determine EBMUD’s responsibility for the relocation cost of a water main along El Portal Drive.
- Utility conflicts, differing site conditions, mandated changes in pavement mix, and imposed restrictions on work hours have increased construction cost for Phase 1.
- Phase 2 has a significant funding shortfall.

Update from Previous Quarterly Report

- Construction activities are now 80% complete as of October 31, 2016.
- The new pedestrian overcrossing opened to the public on October 25, 2016.
- Final full freeway closure, to demolish the old pedestrian overcrossing span over I-80, was successfully completed on November 6, 2016.
- Paving work was started on November 5, 2016 and damage to Riverside Avenue caused by EBMUD waterline break was repaired.
- Amendment No. 1 to Utility Agreement with PG&E was approved by the Board on November 16, 2016.
- Project cost has been updated and revision to the contract allotment (resolution 15-57-P) was approved by the Board in December 2016.

Location



Schedule

| | Dates | |
|----------------------------------|-----------|-----------|
| | Phase 1 | Phase 2 |
| Preliminary Studies/ Planning | Complete | Complete |
| Environmental Clearance | Complete | Complete |
| Design | Complete | 2017-2018 |
| Right of Way and Utilities | Complete | 2018-2019 |
| Construction | 2015-2017 | 2020-2022 |
| Landscaping | — | 2022-2023 |

Estimated Cost by Project Phase (\$ 000s)

| | Amount | |
|----------------------------|-----------------|-----------------|
| | Phase 1 | Phase 2 |
| Project Management | \$376 | \$200 |
| Environmental Clearance | 2,239 | — |
| Design | 6,691 | 2,015 |
| Right of Way and Utilities | 8,364 | 14,000 |
| Construction | 21,182 | 56,500 |
| Construction Management | 3,031 | 8,035 |
| Total | \$41,883 | \$80,750 |

Funding by Source (\$ 000s)

| | Amount | |
|--------------|-----------------|-----------------|
| | Phase 1 | Phase 2 |
| Measure J | \$13,049 | — |
| Local City | 3,000 | — |
| STIP-PPM | 9 | — |
| STIP | 15,000 | \$9,200 |
| RM2 | 8,000 | — |
| ATP | 2,000 | — |
| WCCTAC | 700** | 6,400 |
| EBMUD | 125 | — |
| TBD | — | 65,150 |
| Total | \$41,884 | \$80,750 |

** Funding request to be presented at January 2017 WCCTAC meeting.

January 10, 2017



E-TRANSMITTAL/REGULAR MAIL

Mr. John Nemeth, Executive Director
WCCTAC
6333 Potrero Ave., Suite 100
El Cerrito, CA 94530

Re: Letter of Support for \$700,000 in STMP fees for I-80/San Pablo Dam Road Interchange Project – Phase 1

Dear John:

The City of San Pablo supports the Contra Costa Transportation Authority's (CCTA) request dated 12/21/16 for \$700,000 in West Contra Costa Sub-regional Transportation Mitigation Program (STMP) fees to complete Phase 1 Construction of I-80/San Pablo Dam Road interchange. On behalf of the City, CCTA is leading construction of this regionally significant traffic improvement project in West County.

Available funding for Phase 1 is \$41.1 million; however, the total cost of the initial phase of this project is \$41.8 million, resulting in a **\$700,000 project shortfall**. The City supports CCTA's request for STMP funds to address this funding gap attributed to: mandated changes in recycled aggregate asphalt pavement mix; schedule delays attributed to utility conflicts, work-a-rounds, and utility line relocations; unanticipated restricted work hours necessary to reduce traffic and noise impacts to City residents; and design modifications necessitated by field conditions.

In March 2016, the WCCTAC Technical Advisory Committee ranked Phase 1 of the I-80/San Pablo Dam Road Interchange Project number one among the list of projects being considered for STMP allocation. Although the I-80/San Pablo Road Interchange Project ranked number one, the WCCTAC Board elected to award the available STMP funds to three (3) other regional-beneficial projects because the CCTA funding request was for I-80 San Pablo Dam Road project contingency funding.

Now, critical construction funding is needed to complete Phase I of the project by February 2017. Approximately \$7.1M has been earmarked to the project in the STMP program and neither CCTA nor the City of San Pablo has received STMP funds in the past. Therefore, the City recommends the WCCTAC TAC and WCCTAC Board of

Mr. John Nemeth, Executive Director
WCCTAC
Page 2

Directors fully support the WCCTAC staff recommendation that \$700,000 in STMP funding be allocated to the I-80/San Pablo Dam Road Interchange Project as specified in the posted agenda for the January 12, 2017 meeting of the WCCTAC TAC.

The City looks forward to continuing to partner with WCCTAC on the completion of this significant regional transportation improvement project for the West County region.

Should you have any questions about this request, please contact me at (510) 215-3016 or MattR@sanpabloca.gov.

Thank you for your time and consideration.

Sincerely,



Matt Rodriguez,
City Manager

cc: Randall Iwasaki, CCTA Executive Director
Hisham Noemi, CCTA Project Manager

San Pablo Mayor and Councilmembers
Assistant City Manager
Public Works Director



SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
 300 Lakeside Drive, P.O. Box 12688
 Oakland, CA 94604-2688
 (510) 464-6000

2016

December 28, 2016

Tom Radulovich
 PRESIDENT

Gail Murray
 VICE PRESIDENT

Grace Crunican
 GENERAL MANAGER

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

Dear Mr. Nemeth,

DIRECTORS

Gail Murray
 1ST DISTRICT

Joel Keller
 2ND DISTRICT

Rebecca Saltzman
 3RD DISTRICT

Robert Raburn, Ph.D.
 4TH DISTRICT

John McPartland
 5TH DISTRICT

Thomas M. Blalock, P.E.
 6TH DISTRICT

Zakhary Mallett, MCP
 7TH DISTRICT

Nicholas Josefowitz
 8TH DISTRICT

Tom Radulovich
 9TH DISTRICT

The San Francisco Bay Area Rapid Transit (BART) District requests \$1.0 million in Sub-regional Transportation Mitigation Program (STMP) funds for the El Cerrito del Norte Station Access Improvement Project. The project would improve access to the station for those arriving by all modes of transportation, including car, bus, walking and cycling. Enhancements to the Ohlone Greenway would also help to reduce vehicle-miles traveled, and would foster a healthy, active and more connected community.

El Cerrito del Norte Station Access Improvement Project

The project will expand and enhance a segment of the Ohlone Greenway on the east side of the station into a pedestrian promenade, featuring seating, additional trees, a raised crosswalk, and improvements to the bus drop-off lane. The Ohlone Greenway is a five-mile pedestrian and bicycle path running alongside the elevated tracks of the Richmond BART line from Berkeley to Richmond, linking housing and job centers to transit throughout the communities of Berkeley, Albany, El Cerrito and Richmond. In order to enable expansion of the Greenway, the project includes redesigning and moving the BART station passenger drop-off area, which currently runs parallel and adjacent to the Ohlone Greenway, to the parking lot on the west side of the station.

This project is part of BART's larger Station Modernization Program, through which BART is investing resources and effort to expand and upgrade the existing core stations and surrounding areas to advance transit ridership and enhance quality of life. The El Cerrito del Norte Station is one of the first stations that will be modernized as part of this program. The goal of the El Cerrito del Norte Modernization project is to upgrade and modernize the station's function, safety, capacity, sustainability, and appearance, and improve the customer and employee experience. The long-term vision is to transform the station into a setting for community interaction and a place that accommodates a variety of activities. In addition, the station will serve as a catalyst for improving the surrounding community as well as spur local economic development and increased transit use. The Station Modernization project will create more of a "sense of place" for the station, both as a unique community asset as well as a destination.

Furthermore, BART and the City of El Cerrito are currently coordinating on a number of planning efforts which are complimentary to this project. The City's Complete Streets Plan and San Pablo Avenue Specific Plan call for the conversion of Cutting Blvd and Hill Street from one-way to two-way streets as well as other enhancements to the Ohlone Greenway. BART and the City will continue to coordinate on the design and construction of these improvements.



STMP Considerations

The proposed improvements included in the Station Access Improvement Project fall under STMP Project Category 5: BART Access and/or Parking Improvements, which was allocated \$25,330,000 in STMP funding in the 2005 STMP Update for WCCTAC Final Report. To date, BART has not requested any funds from this category.

At its Board Meeting on April 22, 2016, the WCCTAC Board allocated STMP funding to 3 projects from the list of STMP Project Categories, and prioritized BART's El Cerrito del Norte Station Access Improvement Project as one of the next projects to receive funding once additional impact fees were collected through the STMP program. Now is a critical time for BART to receive funding for this valuable project.

Project Funding

BART has identified over \$29 million, including \$11 million in Measure J BART Parking and Access funds, to fund the El Cerrito del Norte Station Modernization project, for which construction is anticipated to begin in Spring 2017. Other funds include state Proposition 1B funds, and BART parking revenues.

In September 2016, BART issued a request for proposals for the El Cerrito del Norte Station Modernization project, and has received several bids. The Station Access Improvement Project is currently an unfunded option to the construction bid, at a cost of \$4,131,000. BART recently applied for

the full amount needed for this project -- \$4,131,000 -- in competitive Measure J funds through CCTA's Coordinated Call for Projects. CCTA will announce grant award winners in June 2017.

If awarded the full amount needed to implement the project by CCTA, BART can exercise the option available through the current station modernization contract to implement the Access Improvement Project, thereby taking advantage of cost and construction efficiencies. However, if BART is unable to assemble the full \$4.1 million needed for this project, BART will lose the price and timing advantages afforded by exercising the option in the Station Modernization contract. This option is only available for one year following the Notice to Proceed (NTP). Therefore, the El Cerrito del Norte Station Access Improvement Project is dependent on funding from this and other sources to move forward.

STMP Request

Consistent with BART's previous STMP request, BART again requests \$1.0 million in STMP funds under Category 5 for this project. As stated above, BART must identify the full amount of \$4,131,000 for the project within one year of the NTP, or by late Fall 2017, in order to maximize the cost and construction efficiencies. If the Station Access Improvement Project were to be bid separately from the Modernization project, costs would greatly increase through introducing redundancies in administrative and other indirect costs. Therefore, now is a critical time to provide funding for this project in order to take advantage of the Modernization project funding and timeframe.

We understand that STMP funds are also being requested for the San Pablo Dam Road Interchange project, which has an urgent deadline. If that project is awarded STMP funds in this round, we request that BART be guaranteed funds in the next round, and that the distribution of funds be coordinated with our option execution deadline.

We appreciate your consideration in awarding STMP funds for this valuable, community enhancing project.

Sincerely,



Nicole Foletta, AICP
Principal Planner
San Francisco Bay Area Rapid Transit District

Dear John,

This email is to request STMP funds for the construction of the Ohlone Greenway BART Station Area Access, Safety and Placemaking Improvements (Ohlone ASP) Project, City Project No. C3076, Federal Project No. CML-5239(025). The project improvements fall under STMP Project Category 11: Del Norte Area TOD Public Improvements. The required information for this request is provided below.

Brief description of the project

The Ohlone ASP Project will improve the Ohlone Greenway, a regional Class I path, at and next to El Cerrito Plaza and del Norte BART Stations. The project will improve and widen the mixed-use path; upgrade and expand existing crosswalks on adjacent streets to create high visibility pedestrian zones with new striping, special pavement, improved signage, curb bulb-outs, upgraded curb ramps and flashing lights; enhance landscaping, lighting, seating, gateway features and other amenities; and upgrade and expand the existing camera surveillance system to three key nodes next to the Greenway. The goals of the project are to improve bicycle and pedestrian routes leading to transit, commercial nodes and housing; bring new vibrancy to the areas around the BART Stations to encourage housing development specifically within a regionally-designated Priority Development Area; increase safety and accessibility for BART riders and Greenway users; and improve the integration of the BART Stations with the surrounding community.

Status of that project

The City advertised the project for bids in November 2016, and opened bids on December 15, 2016. We received three bids, but unfortunately all were significantly over the Engineer's Estimate of \$2.7 by at least \$1.5 million, representing about 56% over the Engineer's Estimate. We structured the bids with several additive and deductive items. However, the lowest Base Bid was also over by a similar amount. As a result, we will be requesting that City Council reject all bids. The three bids will provide us an opportunity to reevaluate, value-engineer and restructure the project. We plan on seeking some additional funding, such as STMP, and rebid the project in the first quarter of 2017.

Amount being requested

We are currently requesting \$500,000 in STMP fees to partially cover the shortfall for the construction of the base components of the Ohlone ASP Project.

Please contact me if you have any questions or require additional information. We appreciate your consideration of our request.

Regards,

Yvetteh
Yvetteh Ortiz
Public Works Director/City Engineer
City of El Cerrito
10890 San Pablo Avenue (City Hall)
El Cerrito, CA 94530
Tel: 510.215.4382
Fax: 510.233.5401
Email: yortiz@ci.el-cerrito.ca.us
For City Hall Office Hours, please visit www.el-cerrito.org



TO: WCCTAC Board

DATE: January 27, 2017

FR: Danelle Carey, TDM Program Manager

RE: Update on Countywide TDM Strategic Plan

BACKGROUND

The Countywide Transportation Demand Management (TDM) program in Contra Costa County is known as “511 Contra Costa”. Up until mid-2016, the comprehensive TDM program elements were managed and implemented by each of the four Regional Transportation Planning Committees (RTPCs). In June 2016, Contra Costa Transportation Authority (CCTA) assumed oversight for two of the four RTPC’s, the Central and East County (Transpac/Transplan) 511 Contra Costa Programs. WCCTAC and the Southwest (SWAT) continue to manage the 511 Contra Costa program elements in their TDM contract.

With emerging technologies impacting travel behavior, CCTA and the RTPCs agree that this is an appropriate time to develop a new strategic plan to identify how the traditional strategy being implemented might be updated to provide the most relevant commute programs. Funds were made available to conduct a \$100,000 Countywide TDM Strategic Plan (with each RTPC contributing a portion). CCTA is the lead agency developing the RFP and will contract with the consultant team, while the TDM sub-regional staff members will be actively involved in the process.

DISCUSSION

Staff from each sub region have been working closely with CCTA staff to determine the parameters of the strategic plan. Each sub region representative has provided feedback and relevant program information towards the vision of the plan. The draft scope of the RFP focuses on five main tasks:

1. Review and evaluate existing 511 Contra Costa programs;
2. Develop a community and stakeholders outreach plan;
3. Evaluate the current RTPC’s configuration for managing 511 Contra Costa and determine if restructuring 511 Contra Costa is necessary to become more efficient and effective;
4. Develop recommendations for how technology will impact future innovations
5. Develop recommendations for the most effective delivery method of TDM programs.

WCCTAC staff support the evaluation of 511 Contra Costa TDM programs to create a cohesive suite of services and to update program elements to meet the changing TDM

landscape. WCCTAC staff also support the need for maintaining a locally managed program to support our jurisdictions in the following areas:

- Compliance with the TDM ordinance requirements of the Measure J Growth Management Program Compliance Checklist;
- Implementation of TDM measures in the sub-regional Action Plans;
- Fulfillment of the TDM priorities of each of the Regional Transportation Planning Committee (RTPC), including Countywide and local TDM ordinances;
- Implementation of cost effective Bay Area Air Quality Management District (BAAQMD) TFCA programs to reduce Greenhouse Gas (GHG) emissions;
- Support and implementation of the TDM elements of the Sustainable Community Strategies of SB 375; and
- Direct support for employers with 50 or more employees, to comply with the Bay Area Commuter Benefit Program (SB 1339), by offering commute incentives through the 511 Contra Costa Programs.

Next Steps

WCCTAC staff will bring the Board further updates as this Strategic Plan process unfolds. If there is any input from the Board at this time, staff will bring that feedback to CCTA staff for incorporation into the final TDM Strategic Plan RFP.



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

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

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