

# **TRANSPAC Transportation Partnership and Cooperation**

Clayton, Concord, Martinez, Pleasant Hill, Walnut Creek, and Contra Costa County  
2300 Contra Costa Boulevard, Suite 110 – Pleasant Hill, CA 94523 (925) 969-0841 FAX (925) 969-9135

## **TRANSPAC TAC MEETING NOTICE AND AGENDA THURSDAY, APRIL 28, 2016**

**9:00 A.M. to 11:00 A.M.**

**In the COMMUNITY ROOM at City of Pleasant Hill City Hall  
100 GREGORY LANE  
PLEASANT HILL**

***Meeting to be hosted by Contra Costa County***

**1. Review/Revise Accept/Minutes of the Special April 6, 2016 Meeting**

**ACTION: Approve Minutes and/or as revised/determined.**

**Attachment:** TAC minutes from the April 6, 2016 Special meeting.

**2. Update on the Transportation Expenditure Plan (TEP).** An update on the outcome of the Special CCTA Board meeting held on April 20, 2016. Information only. (*Hisham Noeimi, CCTA*)

**Attachment:** None

**3. Discussion of Measure J, Line 20a Additional Transportation Programs for Seniors and People with Disabilities Funding.** At the September 10, 2015 meeting of the TRANSPAC Board, the Board authorized the TAC to distribute the *Draft Line 20a (Additional Transportation Services for Seniors and People with Disabilities) Call for Projects* to interested parties for review and comment, and considered and supported the input from the TAC to “cast a wide net” in getting feedback on the program. The Board also authorized disbursement of Line 20a grant funding to four existing Line 20a recipients. At its meeting on September 24, 2015, the TAC considered Draft Program Documents prepared by John Cunningham, who would develop a package and distribute it.

This discussion is to review the process and to develop a set of funding guidelines or protocols for the evaluation and funding of future applications given the limited Measure J resources.

**Attachment:** Memo from John Cunningham dated September 15, 2015 regarding Line 20a grant issues and the distribution of Draft Program Documents, which the TAC had approved at its September 24, 2015 meeting. **(Electronic only)**

- 4. Pacheco Transit Hub.** A continuing discussion of the maintenance funding for the Pacheco Transit Hub which has been open since August 2013.

**Attachments:** Memo from Tim Tucker dated April 21, 2016 regarding the maintenance funding for the Pacheco Transit Hub with Measure J Line 28a funds; Central County Programming of Measure J Program 28a Funds to Local Jurisdictions (Line 28a programming updated to reflect 2016 SP revenues); Central County Programming of Measure J Program 28a Funds to Local Jurisdictions (Figures with \$25k off the top for the Pacheco Transit Hub); and Cooperative Agreement No. 28C.02.

- 5. Discussion of a Hosting Policy for TAC Meetings, to Include a Discussion of TAC Minutes.**

**Attachment:** Memo dated April 21, 2016 providing the historical hosting schedule.

- 6. The next meeting to be hosted by the **City of Walnut Creek**, or as otherwise determined, is scheduled for May 26, 2016 at 9:00 A.M. in the Community Room at Pleasant Hill City Hall unless otherwise determined.**

## ***TRANSPAC Technical Advisory Commission (TAC) SPECIAL Meeting Summary Minutes***

**SPECIAL MEETING DATE:** April 6, 2016

**MEMBERS PRESENT:** Corinne Dutra-Roberts, 511 Contra Costa; Nikki Foletta, BART; Ray Kuzbari, Concord; Anne Muzzini, County Connection; Robert Sarmiento, Contra Costa County; and Tim Tucker, Martinez

**GUESTS/PRESENTERS:** Frank Abejo, Concord; Kerry Morgan, BART; Hisham Noeimi, Engineering Manager, CCTA

**MINUTES PREPARED BY:** Anita Tucci-Smith

The meeting, hosted by Ray Kuzbari, City of Concord, convened at 2:00 P.M.

### **PUBLIC COMMENT**

#### **1. Review/Revise/Accept Minutes of the March 8, 2016 TAC Meeting**

The minutes were accepted, as submitted.

#### **2. Presentation of The Veranda Shopping Center.**

Frank Abejo, Senior Planner, Concord, presented an overview of the application to develop the former 30-acre Chevron property on the west side of the City of Concord with a shopping center abutting I-680, Galaxy Way, Willow Way and Diamond Boulevard. He reported that the building was partially occupied but should be fully vacant in April or May when the building would be demolished leading up to the development of the property with up to 375,000 square feet of commercial/retail space including a theater and a grocery store in the new Whole Foods 365 concept. The theater tenant had not yet been identified but CenterCal, the developer, wanted to target a high end type of theater where there were lounge seats as opposed to stadium seating, and where one could order food from the seats. The rest would be a combination of retail, restaurants, and some office space.

An application had formally been submitted by CenterCal in November 2015 and had been reviewed by the Concord Design Review Board, which had included a turnaround to facilitate better access and circulation to the site. The site would be accessed by three driveways; from Diamond Boulevard, with a secondary driveway off of Galaxy Way, and a service driveway along the I-680 side. Other project features included a dedicated shower area for employees who biked to work, and an area of secure bicycle parking for 50 to 60 spaces. During the DRB process, feedback from the community had identified the need for bicycle amenities, and shallow lanes for bicyclists had been added that would lead bicycles around the center. The Willows Shopping Center was right next door and a shared access had been considered; while the Willows was not interested, a future access point was being provided should a drive-through be considered in the future. Sidewalks connecting the two centers would remain.

Ray Kuzbari explained that there is an existing traffic signal at the proposed project entrance on Diamond Boulevard and two more traffic signals at Galaxy Way and Willow Way. All three signals would be upgraded as part of the proposed project to increase intersection capacity.

When asked, Mr. Abejo advised that there would be at least 10 electric charging stations in the project.

Mr. Abejo explained that there was a shelter on site. He added that CenterCal proposed to provide an on-site bus stop. He pointed out an area where the bus could stop on site and explained that he would be discussing that location with CenterCal.

Anne Muzzini verified that there was a bus stop at Diamond Boulevard, which would remain. She explained that County Connection had traveled onto Chevron property, although with difficulty given cars backing up, trees, and a lack of turning radius. She did not recommend keeping on-site access, although County Connection wanted something on Diamond Boulevard along with pedestrian access to the stop.

The project was consistent with the Concord General Plan and did not require a General Plan Amendment, although a full blown traffic study and Environmental Impact Report (EIR) was being prepared, and Concord was working with the County and the City of Pleasant Hill to address downstream traffic impacts associated with the project. The EIR would be circulated in mid-May and the circulation would take most of June.

Mr. Abejo added that while conditional use permits were required for some uses there were few entitlements required. The project was expected to be submitted to the Planning Commission in late July and to the City Council in early August.

When asked by Tim Tucker as to whether there had been any thought with respect to the bridge over the creek on Diamond Boulevard, Mr. Kuzbari advised there were no plans for widening that bridge at this time.

Hisham Noeimi, Engineering Manager, CCCTA, asked if a Traffic Impact Report had been submitted and was told that Concord staff was working on mitigations now with the County and with Pleasant Hill.

Mr. Kuzbari explained that a review of Routes of Regional Significance had been completed on Contra Costa Boulevard and I-680; most traffic impacts would occur on Saturdays and had been analyzed as thoroughly as the impacts during the weekday peak hours. MTSOs had only been analyzed for weekday peak hours as required.

Corinne Dutra-Roberts reported that someone representing the applicant had contacted 511 Contra Costa about bike rack locations. She stated that 511 Contra Costa was on board to help wherever possible.

The TAC thanked Mr. Abejo for his presentation.

**3. BART Request for the Appropriation of \$4.5 Million in Measure J BART Parking and Access Funds for the Concord BART Plaza Redesign Project.**

Mr. Kuzbari advised that there was an addendum to BART's request for the appropriation of Measure J BART Parking and Access Funds for the Concord BART Plaza Redesign Project.

Nikki Foletta, the new Grant Development representative for BART, explained that she would be attending TAC meetings in place of Deidre Heitman. She introduced Kerry Morgan, the Project Manager, and requested that \$4.5 million be appropriated to the project that had been programmed in Measure J. BART had completed the design of the project and was ready to move forward with construction.

Mr. Noeimi clarified it was not required that the RTPC approve the appropriation, which had already been approved, and the item was intended for information only.

Ms. Foletta provided a brief overview of the project and referred to the schematic of the current Concord BART station, specifically to the north of the platform where there was an existing pedestrian plaza. The main component of the project was to provide direct pedestrian access and realign the plaza on the north side of the station with benches, lighting, and wayfinding kiosks to improve the pedestrian environment where the breezeway would be opened. North of the plaza, Class II bike lanes would be striped on Grant and Oak Streets. The design of the \$6.5 million project had been completed and construction would start in the summer and be completed next summer.

In response to Mr. Tucker, Kerry Morgan explained that 32 parking spaces would be removed and 27 would be added for a net loss of five parking spaces and an additional five motorcycle spots.

Mr. Kuzbari referred to the bike lanes on Grant Street within BART property and asked that the work be coordinated with the City of Concord's OBAG project on Grant Street to ensure a consistent design. He supported the BART proposal.

Ms. Morgan understood that the project was already being coordinated with Concord.

When asked by Ms. Muzzini how much money was available for BART in Measure J, Mr. Noeimi reported that there was \$14 million. He added that the 2016 Strategic Plan included a fact sheet for the project.

Ms. Foletta requested the addition of the Pleasant Hill Parking Structure Elevator Renovation Project to the Measure J Strategic Plan, and explained it would be a sub-project under BART Measure J Project #10001-02: Transit Oriented Development (TOD) Supporting Improvements at Central Contra Costa BART Stations. She reported that the project category (#10001-02) had \$6.785 million. The request was to program \$600,000 of those funds for the Pleasant Hill Parking Structure Elevator Renovation Project.

Ms. Foletta explained that the Pleasant Hill parking structure elevators #66, 67, 68, and 69 were all currently out of service and had been problematic for the last several years. Maintenance had undertaken numerous repair efforts but had not been able to achieve adequate reliability.

In order to return the elevators to reliable service, BART proposed a design-build contract to renovate and modernize them. The project would improve access to the Pleasant Hill BART Station and would improve vertical circulation within the parking structure.

Mr. Noeimi explained that as soon as the project was better defined they would need to make sure that the RTPC was in concurrence with the project so that a fact sheet could be prepared. He clarified that the TAC was being asked to approve the project, add it into the Strategic Plan, and appropriate the \$600,000. With the TAC's approval, the project would be included as Amendment No. 1 to the Strategic Plan that would be submitted to the CCTA Board in May.

The TAC concurred with the request and recommended Board approval.

**4. Update on the Transportation Expenditure Plan (TEP).** A continuing discussion of the proposed TEP prior to the approval of a Final TEP for possible placement on the November 2016 ballot.

Mr. Noeimi described the Transportation Expenditure Plan as a work in progress. In terms of schedule, he explained there would be a meeting tonight to discuss Version 2.2 and solicit CCTA Board comments. He referred to the memo seeking RTPC input on the latest version by April 22, 2016 to be able to finalize the TEP by May 2016. The Board would also meet on May 4, 11, and 18 to discuss the TEP, after which CCTA staff would visit every city to seek support for the measure. He emphasized that the majority of the cities and the majority of the population would have to approve the measure, and lacking that it might not move forward.

Mr. Noeimi distributed the updated Version 2.2, explained that all of TRANSPAC's previous requests had been reflected in the document, and highlighted the changes that had been made since the last review. What had not been reflected was WCCTAC's request to move \$50 million from *Local Streets Maintenance and Improvements* to *Major Streets and Complete Streets Project Grants*, which would reduce the 28 percent to 13 percent for *Local Streets Maintenance and Improvements*. He explained that a letter had been sent to WCCTAC to request reconsideration.

Mr. Noeimi explained that the version reflected the discussions with the Board and the input on *Major Streets and Complete Streets Project Grants*, which had been reduced from 30 percent to 20 percent, where 20 percent of the program funding would be allocated to four Complete Streets demonstration projects within five years of the Measure's passage, one in each subregion, recommended by the relevant RTPC and approved by the Authority, to demonstrate the successful implementation of Complete Streets projects. As a result, essentially one fifth of the measure would need to be spent within the first five years. There had also been a discussion of separated bike lanes and the current language had been retained. A discussion of the bus category had also been ongoing, which discussion would continue at tonight's meeting when more compromised language would be considered.

With respect to the BART category, Mr. Noeimi stated that initially the RTPCs had proposed \$100 million for BART. There were discussions with BART, MTC, and the City of San Francisco that if they put money into BART cars other counties would contribute.

Mr. Noeimi stated the idea behind the language was to allocate \$300 million for access improvements around the stations for projects that improved BART ridership so it was not just money to BART but to any jurisdiction to show that a project undertaken would improve BART ridership. The language would allow up to \$300 million to be used to buy BART cars if two conditions were met: that BART agree to fund a minimum of \$100 million in BART station, access and parking improvements in Contra Costa County from other BART revenues over the life of the measure; and that a regional approach include commitments of equal funding shares from both Alameda and San Francisco counties. Those issues would be discussed tonight as well. Initially, the discussion indicated that if the money could not be spent for BART cars it would go back to the RTPCs for programming, but he stated they were moving away from that and he expected up to \$300 million would be dedicated to BART.

Mr. Noeimi explained that the discussion of the Citizen Advisory Oversight Committee would also continue at tonight's meeting for a 15-member body, to include public interest groups and other stakeholders along with other representatives. He added that the measure would identify the specified interest groups.

Mr. Noeimi reported that there were two sections that affected TRANSPAC; the Maintenance of Effort (MOE) requirements, which had been expanded and clarified that smaller cities could bank their money for a number of years before spending on big projects, which needed to be considered, and an exception process that had been built into the language. He stated the language was from Measure J. What was new was in Measures C and J the years were low base, but this would require compliance for the three years prior to the passage of the measure. He stated that taxpayers had indicated there needed to be some teeth in the measure or no one would support it and they wanted to make sure that the new dollars would go into streets and roads and not supplant other funds.

In response to Mr. Kuzbari, Mr. Noeimi stated there had not previously been a requirement to audit cities although this proposal would require an audit. Mr. Kuzbari supported having audits.

Mr. Noeimi explained that the average was meant to take into consideration fluctuations but even with that there would be a way out to indicate that the MOE count should be lowered. He asked TAC members to take a look at that section and advise whether that would be an issue. He reiterated that the exception process was from Measure J although the only difference was the years and the audit requirement. In addition, there would be performance audits for certain programs, and the goal had been expanded from an earlier version to indicate that the programs would have performance audits to determine whether the program met the objectives that the Board had adopted for that program. The performance audits were new and had not been included in Measure J.

The March 29 meeting had allowed the Expenditure Plan Advisory Committee (EPAC) one more chance to discuss the proposal, although EPAC had not been able to come to an agreement on all the issues. EPAC had added a condition to eliminate the exemption process, requiring conditions to be met, one of which was that an exception could only be done if it was a public improvement, such as a water tank.

Mr. Noeimi referred to the letter dated April 1, 2016 from the Building Industry Association (BIA), and summarized the letter.

Mr. Kuzbari referred to the potential list of eligible Major Streets projects and asked if they could remain listed somewhere, and Mr. Noeimi explained it was good to identify and include TRANSPAC'S preferences in the public record, although there was no desire that the measure be restricted to specific projects and dollar amounts.

Mr. Kuzbari encouraged members of the TAC to review the sections on Performance Audits and Maintenance of Effort identified in Version 2.2 of the Draft TEP and bring any comments or concerns to the TRANSPAC Board's attention on April 14. He also asked if TAC members had any specific recommendations for the Board at this time.

When asked, Ms. Muzzini stated that the *Bus and Non-Rail Transit Enhancements* category was acceptable although with respect to high capacity transit language, she expressed concern for that language which had been included under the I-680 category with a heading of high capacity transit.

Mr. Noeimi also asked the TAC to carefully review Version 2.2 and offer comments. He reiterated the deadline of April 22, 2016 to submit comments.

Ms. Dutra-Roberts referred to the former Regional Choice category and a reference to "promote alternatives to commuting in single occupancy vehicles," which suggested commuting meant work-related trips. She recommended that be broadened to state "travel in a single-occupant vehicle." She noted that the current Measure J referred to commuting although in the future there might need to be something different, such as just using "travel." She questioned how the Compliance Checklist would be handled in the future where TDM activities were concerned.

Mr. Noeimi clarified that Measure J would remain in effect until 2034.

Mr. Kuzbari commented that if the proposed new measure were approved by the voters, it could affect the Growth Management Program (GMP) for Measure J.

There were no specific recommendations to forward to TRANSPAC at this time although members were encouraged to review Version 2.2 and bring comments to the TRANSPAC meeting on April 14.

## **5. Discussion of a Hosting Policy for TAC Meetings**

Given the absence of several members, the discussion of a hosting policy was continued to the next meeting when the preferences for minute preparation would also be discussed.

Tim Tucker requested that the Pacheco Transit Hub also be placed on the next TAC meeting agenda.

## **6. Adjournment**

The meeting was adjourned at 3:20 P.M. The next meeting of the TAC, to be hosted by Contra Costa County is scheduled for April 28, 2016 at 9:00 A.M. in the City of Pleasant Hill Community Room unless otherwise determined.



**CONTRA COSTA COUNTY**  
**Department of Conservation & Development**  
**30 Muir Road**  
**Martinez, CA 94553-4601**  
**Telephone: 674-7209 Fax: 674-7250**

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**TO:** Members, TRANSPAC TAC  
**FROM:** John Cunningham, Principal Planner   
**DATE:** September 15, 2015  
**SUBJECT:** Line 20a Grant Issues: 1) Distribution of DRAFT Program Documents, and 2) Review and Approval of City of Walnut Creek 20a Grant Funding

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### **Background**

At the September 10, 2015 meeting the TRANSPAC Board:

1. Authorized the TAC to distribute the *Draft Line 20a (Additional Transportation Services for Seniors and People with Disabilities) Call for Projects* to interested parties for review and comment. The Committee considered and supported the input from the TAC to “cast a wide net” in getting feedback on the program.
2. Authorized disbursement of Line 20a Grant Funding to four existing 20a recipients.
3. Related to the above items, received a general report from staff on the status and history of Line 20a Funding. Included in this report was an acknowledgement that the City of Walnut Creek’s 20a request was inadvertently omitted from the 20a Grant disbursements. Staff indicated that the TAC would review the request and return to TRANSPAC with a recommendation.

### **Recommendations**

- 1) Recommend approval to TRANSPAC continued funding for the City of Walnut Creek’s “*City of Walnut Creek: Senior Bus Operation*” program.
- 2) Consistent with the previous intent to “cast a wide net”, the TAC should provide input on distribution of the Draft Line 20a grant documents including identifying specific organizations and approving a final distribution list.

### **Discussion**

**DRAFT 20a Grant Program:** The distribution list for the 20a program is as follows:

1. Existing Line 20a recipients, past applicants, and known interested parties
2. Advisory Council on Aging/Senior Mobility Action Council
3. Paratransit Coordinating Council

The TAC is requested to provide suggestions as to additional organizations to distribute the request for comment to.

**Walnut Creek Senior Bus Operation:** Information regarding the City of Walnut Creek’s 20a request will be distributed to the TAC prior to the meeting date. However, prior years reporting information is attached for the TAC’s consideration. The understanding of staff is that the upcoming 20a request will fund operations that are similar, if not identical, to past year’s operations.



CONTRA COSTA COUNTY  
Department of Conservation & Development  
30 Muir Road  
Martinez, CA 94553-1001  
Telephone: 674-7209 Fax: 674-7250

# To be placed on TRANSPAC Letterhead

**TO:** **Interested Parties:** TRANSPAC Draft Grant Guidelines for Additional Transportation Services for Seniors and People with Disabilities

**FROM:** TRANSPAC TAC

**DATE:** September 24, 2015

**SUBJECT:** Request for Review and Comment: DRAFT Line 20a Grant Call for Projects

## Background

TRANSPAC is the Regional Transportation Planning Committee (RTPC) for Central Contra Costa. It is composed of elected representatives, planning commissioners and staff from the six Central Contra Costa jurisdictions including the cities of Clayton, Concord, Martinez, Pleasant Hill, Walnut Creek and the unincorporated area of Central Contra Costa County. TRANSPAC is responsible for the development of transportation plans, projects and programs for the Central County.

Included in that responsibility is the oversight of the program in the Measure J Transportation Sales Tax Expenditure Plan, *Program 20a: Additional Transportation Services for Seniors and People & Disabilities*. Countywide, the Measure J Transportation sales tax funds are managed by the Contra Costa Transportation Authority. This *additional* 20a funding is exclusive to the TRANSPAC area on top of the the countywide program of the same name. The program name self-describes the activities that the program funds. An excerpt from the Measure J Expenditure Plan is attached which fully describes the intent and eligibility of the program.

## Request For Comments

TRANSPAC is requesting the review and comment on these draft documents from potential grantees, or other interested parties. Please provide comment back to the TRANSPAC TAC by October ##, 2015. Send your comments to:

TRANSPAC TAC c/o  
Anita L. Tucci-Smith  
tuccismith@sbcglobal.net

Included in this request are the following documents:

1. Call for Projects/Grant Application
2. 20a Grant Report

**Draft**

**Pilot Call for Projects**

**TRANSPAC Measure J Line 20a Funds**

**Additional Transportation Services for Seniors and People with Disabilities**

1. **TRANSPAC, the Regional Transportation Planning Committee for Central Contra Costa** is issuing a pilot Call for Projects for Line 20a funds "Additional Transportation Services for Seniors & People with Disabilities" funded through the Measure J Transportation Sales Tax Expenditure Plan approved by Contra Costa voters in 2004. This Call for Projects is intended to address current needs while TRANSPAC develops a formal policy to govern the allocation of these Measure J funds for future years. This policy is anticipated to be adopted by TRANSPAC within 12 months.
2. **Funds will generally be used** in support of transportation services and related capital expenditures for seniors and people with disabilities provided by TRANSPAC jurisdictions, public and private non-profit agencies operating in the TRANSPAC area (map attached). Funds must be spent in a manner consistent with Measure J *Program 15 Transportation for Seniors & People With Disabilities*.
3. **According to Measure J**, in years when revenues have declined from the previous year, funds may be used for supplemental, existing, additional or modified service for seniors and people with disabilities; in years where funding allows for growth in service levels, these funds would be used for service enhancements for seniors and people with disabilities and if funding levels are restored to 2008 levels, these funds shall be used to enhance services for seniors and people with disabilities. TRANSPAC will determine if the use of funds proposed by operators meets these guidelines for the allocation of these funds.
4. **Eligible Applicants:** TRANSPAC jurisdictions, public non-profit and private non-profit transportation service agencies, duly designated by the State of California and operating in TRANSPAC area in Central Contra Costa may submit application(s) for operating funds for transportation services and/or capital funding projects necessary to continue and/or support existing services for twelve (12) months. Transportation services and projects must directly benefit seniors and disabled residents of Central Contra Costa (Clayton, Concord, Martinez, Pleasant Hill, Walnut Creek, and Unincorporated Central Contra Costa County). Please see attached map.
5. **Funding Available:** The total funding available in this Call for Projects is \$###,###. No matching funds are required.
6. **Evaluation Criteria:**

The final grant application will include ranking using the following criteria:

7. **Applications:** Applicants are required to complete the attached application form and may attach additional information in support of the application. The TRANSPAC TAC and Contra Costa Transportation Authority (CCTA) staff will evaluate applications and make recommendations to TRANSPAC for review. TRANSPAC will make funding recommendations to CCTA and request allocation action(s).
  - a. Applications should be emailed, mailed or hand delivered to: **Marilyn Carter, TRANSPAC, 2300 Contra Costa Boulevard, Ste. 360, Pleasant Hill, CA 94523.** Applications **must** be received by #:## pm on ##/##/####.
  - b. An electronic copy of the application is available by email. Please contact Marilyn Carter at [mcarter@511.contracosta.org](mailto:mcarter@511.contracosta.org) for the electronic version. Submit two electronic copies of the application: one in Word format and one in a PDF format to: [mcmter@511.contracosta.org](mailto:mcmter@511.contracosta.org).
  - c. Faxed applications and late applications will not be accepted.
8. **Contra Costa Transportation Authority Allocation Process**

Execution of a Cooperative Funding Agreement: Successful applicants will be required to execute a Cooperative Funding Agreement with the CCTA and comply with all of its requirements, including, but not limited to, audits, compliance with the Measure J Expenditure Plan as it pertains to the project, insurance, indemnification, and reporting. A sample Cooperative Agreement is attached to this application.
9. **Expenditure of Funds:**
  - a. Pursuant to CCTA policies and procedures established in the Cooperative Funding Agreement referenced above, project sponsors will be reimbursed for eligible, documented expenses pursuant to the approved program/project budget and scope, schedule and/or project description.
  - b. Approved funds may be expended as of the first day of the first month after the Cooperative Agreement is executed and must cease exactly one year later.
  - c. Reimbursement for expended funds may be sought at any time during the two years after the Cooperative Agreement is executed but not more frequently than once a month.
9. **Reports to TRANSPAC and the Contra Costa Transportation Authority:** First year, and second year grantees will be required to report on a quarterly basis to TRANSPAC and/or the Contra

Costa Transportation Authority on the transportation services and related capital projects funded through this Call for Projects. If first and second year grantees are awarded subsequent funding, the reporting requirements is ~~{annually?biannually?}~~reduced to annual (contingent upon no identified issues in prior reports).

**TRANSPAC**

Transportation Partnership and Cooperation  
 2300 Contra Costa Blvd., Suite 360  
 Pleasant Hill, CA 94523  
 (925)969-0841

**APPLICATION**  
 Call for Projects  
 TRANSPAC Measure J Line 20a Funds  
 Additional Transportation Services for  
 Seniors and People with Disabilities

APPLICATION INFORMATION		
<b>Name of Agency</b>		
<b>Primary Contact Name</b>		
<b>Street Address</b>		
<b>City, State, Zip</b>		
<b>Fax</b>	<b>Phone</b>	<b>Email Address</b>
SIGNATURE		
I certify that the information contained in this application is true and complete to the best of my knowledge.		
<b>Signature of Responsible Party<sup>1</sup></b>	<b>Date</b>	
<b><u>If <del>is</del></u> this a request for continuing or expanding existing service funded by 20a? <u>If <del>then</del></u> provide: <u>the date of first disbursement, and prior year reports.</u></b>		
<b>Service area boundaries</b>		
<b>Days and hours of operation</b>		
<b>Estimated Number of trips provided daily and/or monthly</b>		
<b>Number of persons served in Central Contra Costa (Clayton, Concord, Martinez, Pleasant Hill, Walnut Creek, and Unincorporated Central Contra Costa County)</b>		

<sup>1</sup> First year nongovernmental grantees must have their Board of Directors authorize or approve the grant. Authority for subsequent grant applications and reporting may be delegated to the agency executive officer.

DESCRIPTION OF TRANSPORTATION SERVICES FOR WHICH FUNDING IS SOUGHT	
Operations: Description of transportation services for which funding is sought:	
Name and type of service	
Purpose/goal	
Description of service(s) to be provided	
Estimated Number of persons to be served	
<b><u>Coordination: Describe any efforts to coordinate services or other resources with other transportation providers or mobility management.</u></b>	
Estimated number of monthly trips	
Description of types of destinations	
Schedule including expected initiation of service and expected duration of services to be provided	
Proposed budget: TRANSPAC Measure J funds request and any other funds expected or planned to be used in conjunction with Line 20a Funds	

<p><b>Describe the benefit of the proposed services to the public and or the public transportation system</b></p>	
<p><b>Capital Projects: Description of related capital project(s) for which funding is sought:</b></p>	
<p><b>Name of Project</b></p>	
<p><b>Purpose /Goal of Project</b></p>	
<p><b>Project Description: purpose, type, location</b></p>	
<p><b>Project Budget: Amount requested and any other funds expected or planned to be used to fully fund the project</b></p>	
<p><b>Project Schedule: Project implementation including milestones, equipment and other types of acquisitions</b></p>	
<p><b>Describe the benefits of the proposed project to the general public and/or the public transportation system</b></p>	
<p><b>MAP OF SERVICE AREA</b></p>	
<p><b>Describe AND attach a map of your service area. Services must be provided in Central Contra Costa (Clayton, Concord, Martinez, Pleasant Hill, Walnut Creek, Unincorporated Central Contra Costa County)</b></p>	

TRANSPAC 20A Grant Report <sup>2</sup>	
Name of Agency	
Primary Contact Name	
Street Address	
City, State, Zip	
Phone	Email:
Date of Grant:	Amount of Grant:
SIGNATURE	
I certify that the information contained in this report is true and complete to the best of my knowledge.	
Signature of Responsible Party	Date
Reporting Data and Backup <del>[TAC to Discuss]</del>	
<ol style="list-style-type: none"> <li>1. <b>Summary of activities/services/impact made possible by grant funds:</b> <u>Comprehensive information should be provided that is understandable and informative to both the general public and policymakers.</u></li> <li>2. <b>Cost Per Trip:</b> <u>Cost per trip should include current grant activities and as well as any past grant activities. Due to the diversity in grant recipients, programs, and client characteristics, this information will largely be used to track internal trip efficiency. This as opposed to comparing different recipients which may not be accurate or relevant.</u></li> <li>3. Estimated Cost Savings per Trip Relative to LINK:</li> <li>4. Trip Characteristics: <ol style="list-style-type: none"> <li>a. <u>Describe the provision of any services that are Above</u> and beyond ADA requirements?</li> <li>b. Are trips eligible for ADA paratransit? Provide</li> <li>c. # of shared trips</li> <li>d. Common Destinations</li> <li>e. Day/Time trip breakdown: Mon-Friday? AM? PM? Weekends?</li> <li>f. Trip Geography: Do trips cross transit service areas? RTPC boundaries?</li> </ol> </li> <li>5. Program Characteristics: <ol style="list-style-type: none"> <li>a. Current capacity</li> <li>b. Waitlist status and/or other program needs, barriers, etc.</li> <li>c. Fleet description</li> <li>d. Driver training description</li> </ol> </li> <li>6. First and Second Year Grantees, please attach drivers log or other substantiation of trips/routes. Subsequent year grantees must retain records for # years.</li> <li><u>7.</u> Please attach documentation of capital purchases.</li> <li><u>7-8.</u> <u>Please describe any coordination activities with other transportation providers or mobility</u></li> </ol>	

<sup>2</sup> To be filed as follows: First and Second Year Grantees must file quarterly. Subsequent year grantees to file reports ~~annually?biannually?~~annually contingent upon prior reports having no identified issues.

| management function.

<p><b>Describe the benefit of the proposed services to the public and or the public transportation system</b></p>	
<p><b>Capital Projects: Description of related capital project(s) for which funding is sought:</b></p>	
<p><b>Name of Project</b></p>	
<p><b>Purpose /Goal of Project</b></p>	
<p><b>Project Description: purpose, type, location</b></p>	
<p><b>Project Budget: Amount requested and any other funds expected or planned to be used to fully fund the project</b></p>	
<p><b>Project Schedule: Project implementation including milestones, equipment and other types of acquisitions</b></p>	
<p><b>Describe the benefits of the proposed project to the general public and/or the public transportation system</b></p>	
<p><b>MAP OF SERVICE AREA</b></p>	
<p><b>Describe AND attach a map of your service area. Services must be provided in Central Contra Costa (Clayton, Concord, Martinez, Pleasant Hill, Walnut Creek, Unincorporated Central Contra Costa County)</b></p>	

**TRANSPAC 20A Grant Report<sup>2</sup>**

**Name of Agency**

**Primary Contact Name**

**Street Address**

**City, State, Zip**

**Phone**

**Email:**

**Date of Grant:**

**Amount of Grant:**

**SIGNATURE**

I certify that the information contained in this report is true and complete to the best of my knowledge.

**Signature of Responsible Party** **Date**

**Reporting Data and Backup**

1. **Summary of activities/services/impact made possible by grant funds:** Comprehensive information should be provided that is understandable and informative to both the general public and policymakers.
2. **Cost Per Trip:** Cost per trip should include current grant activities and as well as any past grant activities. Due to the diversity in grant recipients, programs, and client characteristics, this information will largely be used to track internal trip efficiency. This as opposed to comparing different recipients which may not be accurate or relevant.
3. Estimated Cost Savings per Trip Relative to LINK:
4. Trip Characteristics:
  - a. Describe the provision of any services that are above and beyond ADA requirements?
  - b. Are trips eligible for ADA paratransit? Provide
  - c. # of shared trips
  - d. Common Destinations
  - e. Day/Time trip breakdown: Mon-Friday? AM? PM? Weekends?
  - f. Trip Geography: Do trips cross transit service areas? RTPC boundaries?
5. Program Characteristics:
  - a. Current capacity
  - b. Waitlist status and/or other program needs, barriers, etc.
  - c. Fleet description
  - d. Driver training description
6. First and Second Year Grantees, please attach drivers log or other substantiation of trips/routes. Subsequent year grantees must retain records for # years.
7. Please attach documentation of capital purchases.
8. Please describe any coordination activities with other transportation providers or mobility

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<sup>2</sup> To be filed as follows: First and Second Year Grantees must file quarterly. Subsequent year grantees to file reports annually contingent upon prior reports having no identified issues.

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## **Walnut Senior Club Mini Bus Program Overview**

October 1, 2010

### **Background**

The Walnut Creek Senior Club Mini Bus Program is a long-standing transportation program operating within the city limits of Walnut Creek serving age fifty-and-over adults who do not drive and need transportation to destinations and activities that are part of a traditional retirement lifestyle.

Recognizing access to transportation to be essential to mobility, independence and life satisfaction, the City of Walnut Creek developed the Mini Bus program in 1977 at the suggestion of then Senior Recreation Supervisor Dolores Lendrum. For thirty-three years, The Walnut Creek Mini Bus Program has served the community by utilizing one multi-passenger van provided by the City and volunteers from the community at large who schedule and drive the van. The program is currently managed by a City Recreation Program Coordinator.

### **Operations and Equipment**

Currently, the Program uses one seven-passenger mini van requiring a driver with a traditional Class C California driver's license. In years past, the Mini Bus Program has used larger (11-14) multi-passenger vans requiring the drivers to obtain a Class B drivers license. A Class B license is a commercial license and finding volunteers willing to obtain a Class B license became problematic. As a result, as the larger van was rotated out of the program it was replaced with a smaller, family van.

Mini Bus Service is available Monday through Friday between the hours of 9am to 11:30 am and 1pm to 3:30 pm. Traditionally, drivers are assigned to either a morning or afternoon shift. Occasionally drivers will drive a full day. Currently there are 10 regular drivers and 3 substitute drivers serving the program. In addition, there are 5 volunteer schedulers, one per day, who take requests for transportation and schedule the rides.

Passengers are allowed to schedule rides by calling in one day before they require transportation. In the case of medical appointments, they may call in two days prior. Riders are allowed to be transported to one destination with a return trip per day. Multiple destinations are not allowed for the same person on the same day.

Rides are scheduled at twenty minute intervals beginning at 9am in the morning with the last pick-up being no later than 11:30 am. Afternoon rides begin at 1pm with the last pick-up being no later than 3:30pm. When possible, riders are asked to adjust their schedules to so drivers can avoid multiple cross town trips in succession. Drivers may

find themselves driving participants from Rossmoor to Citrus Circle, or the Rudgear area to Palos Verdes Mall on the Walnut Creek-Pleasant Hill-Lafayette border on any given day, with smaller trips in between.

Requests for rides fall into three groups: medical appointments (50%), errands (25%) and coming to the Senior Club (25%). These amounts are approximations as no formal data exist tracking past usage. The transportation requests are predominately round trip excursions.

With the exception of Wednesdays, an average week would reflect trips to 3 or 4 medical clinics per day, resulting in approximately 15-20 round trips for medical appointments. Wednesday is devoted primarily to transporting volunteers (10) to the Senior Club at the Civic Park Community Center and home again. Two additional volunteers are scheduled on other days for round trip transportation. Volunteers are brought to the Club so that they can provide volunteer services essential for the continuation of the programs.

The following data reflects the degree to which the program is utilized:

In 2006 the Mini Bus Program served 3,223 passengers and drove 16,642 miles  
 In 2007 the Mini Bus Program served 2,778 passengers  
 In 2008 the Mini Bus Program served 3,060 passengers and drove 14,742 miles  
 In 2009 the Mini Bus Program served 3,294 passengers and drove 16,692 miles

### **Financial Impact**

Since its inception, the cost of the vehicle used by the Mini Bus Program has been underwritten by the City of Walnut Creek. The current Social Services program (354) budget includes \$9,400 for vehicle maintenance and \$2,600 for vehicle replacement.

Staff time has been used to supervise the program and provide driving and staffing support in the absence of volunteers. A volunteer coordinator is being recruited to take on the role of overseeing the volunteers for both scheduling and driving, reducing staff involvement to a supervisory level, removing the hands-on component by staff.

Currently, there is a one-way fee to ride the Mini Bus. In January 2005 the cost to ride the mini bus was raised from fifty cents to one dollar each way. The fifty cent fee had been in effect since at least 1996 when the current Program Coordinator (staff) for the program was hired. Currently, revenues generated from Mini Bus rides go to the Walnut Creek Senior Club. Future Mini Bus revenues will be redirected to the City of Walnut Creek to offset the amount of funding currently budgeted by the City to maintain the program. A fee increase to \$3 dollars each way for ridership is also planned no later than January 2011. Volunteers traveling to and from the Club currently ride for free. It is expected that volunteers will be required to pay a fee beginning no later than January 2011.

Revenue generated in recent years:

2006: \$1,557  
2007: \$1,477  
2008: \$1,408  
2009: \$1,232

If one compares ridership with revenue generation, there is a discrepancy between ridership and fees collected. This discrepancy is attributed to individual driver's occasional reluctance to ask for payment not readily offered, as well as economic limitations for some of the riders.

In the past, when there was a stronger economy, this discrepancy was not considered a problem. In light of current economic circumstances, passengers will be notified of the fee requirements and drivers will be instructed to be diligent in their collection activities.

## City of Walnut Creek Mini Bus Program - 2010/11 Data

<b>Program Expenses</b>	
<b>Budget Item</b>	<b>Share of Cost</b>
Vehicle Maintenance	\$9,635
Vehicle Replacement	\$2,598
<b>Total Annual Cost*</b>	<b>\$12,233</b>

<b>One-way Ridership</b>	
<b>Year</b>	<b>Riders</b>
2006	3223
2007	2778
2008	3060
2009	3294
<b>Average</b>	<b>3089</b>

<b>Current Annual Revenues</b>	
@ \$1 per one-way ride**	\$3,089

<b>Current City Subsidy</b>	
Direct expenses less current revenues	\$9,144

\* Based on the Mini Bus program's estimated share of the 2010-11 City budget, excluding any staff overhead

\*\*Assuming average annual ridership

| management function.

Date: April 21, 2016  
To: TRANSPAC TAC  
From: Tim Tucker, City Engineer  
Subject: Pacheco Transit Hub

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**Action:**

Recommend to TRANSPAC to fund the maintenance of the Pacheco Transit Hub with Measure J Line 28(a) funds.

**Discussion:**

The Pacheco Transit Hub has been open since August of 2013. This is a sub regional facility located in unincorporated Contra Costa County near the interchange of I-680/SR-4. It is comprised of a park and ride lot and future bus transit hub area. The City of Martinez agreed to be the Project Manager both in the bidding and construction phase and maintenance after completion of construction.

The original estimated maintenance and utility cost was \$25,000 per year. TRANSPAC had made a commitment to fund 50% of the maintenance cost, up to \$10,000. The remaining funding was committed by TRANSPLAN and the transit agencies (25% up to \$5,000). The City has submitted invoices for the 2014/15 maintenance period. The transit coalition has balked at paying their share until the transit portion of the facility is in use. County Connection has since paid the transit share. TRANSPLAN has indicated their payment is contingent on the other partners contributing their share and is in the process of paying their share.

The City has worked with CCTA staff to find a fair and equitable solution to the maintenance funding for the facility. They recommend TRANSPAC fund the maintenance from Measure J Line 28(a) funds. On October 7, 2014 all TRANSPAC cities entered into an agreement sharing these funds. CCTA proposed to set aside \$25,000 of Line 28(a) funds prior to distributing the remaining funds in accordance with the agreement. The agreement would need to be amended by all of the TRANSPAC partners.

This Park and Ride facility benefits Central Contra Costa County. Preserving and maintaining the transit hub portion of the site is critical for future use of the facility by transit agencies. Without continued maintenance the original investment will be lost over time. The City of Martinez urges the TAC TRANSPAC fund the maintenance of the Pacheco Transit Hub with Measure J Line 28(a) funds. The City of Martinez will continue to act as administrator of the maintenance at no cost to the other agencies.

Attachments: Original Agreement  
Current 2016 funding share  
Proposed share w \$25,000 maintenance set aside

**CENTRAL COUNTY**

**PROGRAMMING OF MEASURE J PROGRAM 28(a) FUNDS TO LOCAL JURISDICTIONS**

Jurisdiction	Distribution of Funds by Population & Road Miles			Projected Disbursements of Funds									
	Population	Road Miles	Average	Jan-15	Nov-15	Nov-16	Nov-17	Nov-18	Nov-19	Nov-20	Nov-21	Nov-22 to Nov-34	TOTAL
Clayton	3.47%	4.26%	<b>3.87%</b>	\$94,284	\$28,007	\$29,835	\$31,323	\$32,563	\$33,855	\$32,345	\$32,466	\$569,423	\$884,101
Concord	38.75%	34.34%	<b>36.55%</b>	\$891,491	\$264,821	\$282,100	\$296,170	\$307,895	\$320,113	\$305,835	\$306,978	\$5,384,102	\$8,359,504
County	15.24%	19.60%	<b>17.42%</b>	\$424,950	\$126,233	\$134,469	\$141,176	\$146,765	\$152,589	\$145,783	\$146,328	\$2,566,454	\$3,984,747
Martinez	11.45%	11.18%	<b>11.32%</b>	\$276,022	\$81,993	\$87,343	\$91,700	\$95,330	\$99,113	\$94,692	\$95,046	\$1,667,016	\$2,588,255
Pleasant Hill	10.53%	11.81%	<b>11.17%</b>	\$750,000	\$0	\$0	\$0	\$0	\$0	65,605	\$93,828	\$1,645,654	\$2,555,087
Walnut Creek	20.56%	18.81%	<b>19.69%</b>	\$480,203	\$142,646	\$151,953	\$159,532	\$165,848	\$172,429	\$164,739	\$165,354	\$2,900,152	\$4,502,855
<b>TOTAL</b>	100.00%	100.00%	<b>100.00%</b>	\$2,916,950	\$643,700	\$685,700	\$719,900	\$748,400	\$778,100	\$809,000	\$840,000	\$14,732,800	\$22,874,550

**CENTRAL COUNTY**  
**PROGRAMMING OF MEASURE J PROGRAM 28(a) FUNDS TO LOCAL JURISDICTIONS**

Jurisdiction	Distribution of Funds by Population & Road Miles			Projected Disbursements of Funds									
	Population	Road Miles	Average	Jan-15	Nov-15	Nov-16	Nov-17	Nov-18	Nov-19	Nov-20	Nov-21	Nov-22 to Nov-34	TOTAL
Clayton	3.47%	4.26%	<b>3.87%</b>	\$94,284	\$28,007	\$28,747	\$30,235	\$31,475	\$32,767	\$31,865	\$31,500	\$555,895	\$864,776
Concord	38.75%	34.34%	<b>36.55%</b>	\$891,491	\$264,821	\$271,814	\$285,885	\$297,610	\$309,828	\$301,294	\$297,842	\$5,256,194	\$8,176,779
County	15.24%	19.60%	<b>17.42%</b>	\$424,950	\$126,233	\$129,567	\$136,273	\$141,862	\$147,687	\$143,619	\$141,973	\$2,505,484	\$3,897,647
Martinez	11.45%	11.18%	<b>11.32%</b>	\$276,022	\$81,993	\$84,159	\$88,515	\$92,145	\$95,928	\$93,286	\$92,217	\$1,627,414	\$2,531,680
Pleasant Hill	10.53%	11.81%	<b>11.17%</b>	\$750,000	\$0	\$0	\$0	\$0	\$0	51,643	\$91,036	\$1,606,559	\$2,499,237
Walnut Creek	20.56%	18.81%	<b>19.69%</b>	\$480,203	\$142,646	\$146,413	\$153,992	\$160,308	\$166,889	\$162,293	\$160,433	\$2,831,254	\$4,404,430
<b>TOTAL</b>	100.00%	100.00%	<b>100.00%</b>	\$2,916,950	\$643,700	\$660,700	\$694,900	\$723,400	\$753,100	\$784,000	\$815,000	\$14,382,800	\$22,374,550

## COOPERATIVE AGREEMENT NO. 28C.02

This COOPERATIVE AGREEMENT (this "AGREEMENT") is effective this 7<sup>th</sup> day of October, 2014 among CONTRA COSTA TRANSPORTATION AUTHORITY, a local transportation authority ("AUTHORITY"), CONTRA COSTA COUNTY, a political subdivision of the State of California ("CONTRA COSTA"), CITY OF CONCORD, a municipal corporation of the State of California ("CONCORD"), the CITY OF CLAYTON, a municipal corporation of the State of California ("CLAYTON"), the CITY OF MARTINEZ, a municipal corporation of the State of California ("MARTINEZ"), the CITY OF PLEASANT HILL, a municipal corporation of the State of California ("PLEASANT HILL"), and the CITY OF WALNUT CREEK, a municipal corporation of the State of California ("WALNUT CREEK" and together with AUTHORITY, CONTRA COSTA, CONCORD, CLAYTON, MARTINEZ, PLEASANT HILL and WALNUT CREEK, the "PARTIES" and each separately, a "PARTY").

**RECITALS**

THE PARTIES ENTER THIS AGREEMENT on the basis of the following facts, understandings and intentions:

A. Pursuant to the Measure C Sales Tax Renewal Ordinance (#88-01) "hereinafter MEASURE C") as amended by (#04-02), hereinafter referred to as "MEASURE J" approved by the voters of the Contra Costa County on November 2, 2004, CONTRA COSTA, CONCORD, CLAYTON, MARTINEZ, PLEASANT HILL, AND WALNUT CREEK (each, a "PARTNER JURISDICTION" and collectively, the "PARTNER JURISDICTIONS"), and AUTHORITY desire to enter into this AGREEMENT to define a framework to enable the parties to utilize Program 28a funds in MEASURE J.

B. PARTNER JURISDICTIONS shall propose programming Program 28a funds to any project or program identified in the Measure J Expenditure Plan or eligible under the provisions of the Local Transportation Authority and Improvement Act ("PROJECT") and AUTHORITY shall disburse collected funds under Program 28a as provided herein.

NOW, THEREFORE, in consideration of the mutual agreements set forth above and the

rights and obligations set forth in this AGREEMENT and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, AUTHORITY and each PARTNER JURISDICTION hereby agree to the following:

#### SECTION 1

##### PARTNER JURISDICTIONS AGREE:

1. On September 1st of each year to submit a form indicating how Program 28a funds were expended for the previous fiscal year and how much, if any, of the funds are remaining.
2. Commit to not use Program 28a funds for staff time, unless it is directly related to a project funded by Program 28a.
3. Each PARTNER JURISDICTION shall maintain true and complete records in connection with the PROJECT, and shall retain all such records for at least thirty-six (36) months after the delivery of the form to the AUTHORITY as provided in Section 1.
4. To allow the AUTHORITY to audit all expenditures relating to the PROJECT funded through this AGREEMENT. For the duration of each fiscal year of the PROJECT, and for four (4) years following each fiscal year of the PROJECT; or earlier discharge of the AGREEMENT, PARTNER JURISDICTION will make available to the AUTHORITY all records relating to expenses incurred in performance of this AGREEMENT.

#### SECTION 2

##### AUTHORITY AGREES:

1. To disburse Program 28a funds to PARTNER JURISDICTIONS in January 2015 for revenues collected for Fiscal Year 2013-14 and prior, and thereafter make annual allocations to PARTNER JURISDICTIONS starting in November for the previous fiscal year, from November 2015 until November 2034 using a 50/50 population and road miles split formula, adjusted for appropriation made to Pleasant Hill under Resolution 14-02-P, as provided in Exhibit A attached hereto and incorporated herein by reference.

### SECTION 3

#### IT IS MUTUALLY AGREED:

1. Term. The term of this AGREEMENT shall commence on Oct. 7, 2014 and shall remain in effect until terminated as provided in Section 9.

2. 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.

3. Amendment. This AGREEMENT may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this AGREEMENT shall be void and of no effect.

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

5. Binding on Successors. This AGREEMENT shall be binding upon the successor(s), assignee(s) or transferee(s) of the PARTIES. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this AGREEMENT other than as provided above.

6. Indemnification.

a. AUTHORITY hereby agrees to indemnify, defend, assume all liability for and hold harmless each PARTNER JURISDICTION, its officers, employees, agents, and representatives, to the maximum extent allowed by law, from all actions, claims, suits, penalties, obligations, liabilities, damages to property, costs and expenses (including, without limitation, any fines, penalties, judgments, actual litigation expenses and experts' and actual attorneys' fees), environmental claims or bodily and/or personal injuries or death to any persons (collectively, "CLAIMS") arising out of or in any way connected to AUTHORITY its officers, agents, or employees in connection with or arising from any of its activities pursuant to this AGREEMENT. This indemnification shall survive the termination of the AGREEMENT and shall apply except as to the sole negligence or willful misconduct of a PARTNER JURISDICTION.

b. Each PARTNER JURISDICTION hereby agrees to indemnify, defend,

assume all liability for and hold harmless AUTHORITY and its member agencies, officers, employees, agents and representatives, to the maximum extent allowed by law, from all CLAIMS arising out of or in any way connected to the PARTNER JURISDICTION, its officers, agents or employees in connection with or arising from any of its activities pursuant to this AGREEMENT. This indemnification shall survive the termination of the AGREEMENT and shall apply, except as to the sole negligence or willful misconduct of AUTHORITY.

7. Compliance with Laws. AUTHORITY and each of the PARTNER JURISDICTIONS shall comply with all applicable federal and state laws and regulations regarding the work performed and the reimbursements requested.

8. Notices. All required or permitted payments, reports, demands and notices may be sent by regular mail or electronic mail. Notices that are mailed by regular mail shall be deemed delivered two (2) business days after deposited in the mail. Notices may be personally delivered and shall be deemed delivered at the time delivered to the appropriate address set forth below. Notices delivered by electronic mail shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return electronic mail or other written acknowledgment of receipt); provided that, if such notice is not sent during normal business hours of the recipient, such notice shall be deemed to have been sent at the opening of business on the next business day of the recipient. Unless and until notified otherwise in writing, a PARTY shall send or deliver all such communications relating to this Agreement to the following address:

Hisham Noeimi  
Contra Costa Transportation Authority  
2999 Oak Road, Suite 100  
Walnut Creek, CA 94597  
[hnoeimi@ccta.net](mailto:hnoeimi@ccta.net)

John Cunningham  
Contra Costa County  
30 Muir Road  
Martinez, CA 94553  
[john.cunningham@dcd.cccounty.us](mailto:john.cunningham@dcd.cccounty.us)

Charlie Mullen  
City of Clayton  
6000 Heritage Trail  
Clayton, CA 94517  
[cmullen@ci.clayton.ca.us](mailto:cmullen@ci.clayton.ca.us)

Ray Kuzbari  
City of Concord  
1950 Parkside Drive  
Concord, CA 94519  
[ray.kuzbari@cityofconcord.org](mailto:ray.kuzbari@cityofconcord.org)

Tim Tucker  
City of Martinez  
525 Henrietta Street  
Martinez, CA 94553  
[ttucker@cityofmartinez.org](mailto:ttucker@cityofmartinez.org)

Eric Hu  
City of Pleasant Hill  
100 Gregory Lane  
Pleasant Hill, CA 94523  
[EHu@ci.pleasant-hill.ca.us](mailto:EHu@ci.pleasant-hill.ca.us)

Jeremy Lochirco  
City of Walnut Creek  
1666 North Main Street  
Walnut Creek, CA, 94596  
[lochirco@walnut-creek.org](mailto:lochirco@walnut-creek.org)

9. Termination of Agreement. A PARTY may terminate this Agreement at any time by giving written notice of termination to each of the other PARTIES which shall specify the effective date thereof; provided that any notice of termination shall be given at least thirty (30) days before its effective date.

10. Entire Agreement. This Agreement is the entire agreement among AUTHORITY

and the PARTNER JURISDICTIONS relating to the subject matter of this Agreement. All PARTIES acknowledge they have not relied upon any promise, representation or warranty not expressly set forth in this Agreement in executing this Agreement. If any provision of this Agreement is void or otherwise unenforceable, the remainder of the Agreement shall continue in full force and effect. Any changes to the terms and provisions of this Agreement or affecting the obligations of the PARTIES set forth in this Agreement shall be by written amendment signed by all PARTIES.

11. Severability. Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of a PARTY to enter into or carry out, such decision 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.

12. Waiver. No waiver by a PARTY of any default or breach of any covenant by the other PARTIES shall be implied from any omission to take action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than the default specified in such waiver and then such waiver shall be operative only for the time and to the extent stated in such waiver. Waivers of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. No waiver of any provision under this Agreement shall be effective unless in writing and signed by the waiving PARTY.

13. Controlling Law and Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and venue shall be in Contra Costa County.

14. Authority. All PARTIES executing this Agreement represent and warrant that they are authorized to do so.

15. Counterparts. This AGREEMENT may be executed in counterparts.

16. Limitations. All obligations of AUTHORITY under the terms of this AGREEMENT are expressly subject to the AUTHORITY'S continued authorization to collect and expend the sales tax proceeds provided by MEASURE C and MEASURE J. If for any reason the AUTHORITY'S right to collect or expend such sales tax proceeds is terminated or suspended in whole or part,

the AUTHORITY shall promptly notify PARTNER JURISDICTIONS, 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 or joint consent; provided, that any obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of the AUTHORITY to expend sales tax proceeds for the purposes of this AGREEMENT; and (ii) the availability, taking into consideration all the obligations of the AUTHORITY under all outstanding contracts, agreement to other obligations of the AUTHORITY, of funds for such purposes.

[Signatures on the following pages]

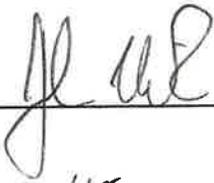
**CONTRA COSTA TRANSPORTATION AUTHORITY**



By: Kevin Romick, Chair

Date 9-17, 2014

**CONTRA COSTA COUNTY**

  
\_\_\_\_\_  
By:  
Date 9/18, 2014

**APPROVED AS TO FORM:  
Sharon Anderson, County Counsel**

  
\_\_\_\_\_  
By: Deputy County Counsel  
Date 9/10, 2014

**CITY OF CLAYTON**

A handwritten signature in black ink, appearing to read "Hank Stratford", written over a horizontal line.

By: Hank Stratford, Mayor

Date September 18, 2014

**CITY OF CONCORD**



By: Timothy S. Grayson, Mayor

Date October 7, 2014

**APPROVED AS TO FORM:**



By: Mark Coon, City Attorney

Date October 7, 2014

**ATTEST:**



By: Joelle Fockler, Deputy City Clerk

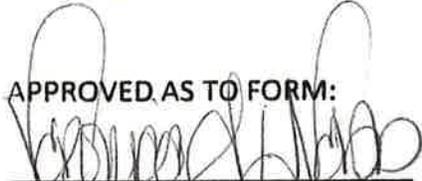
**CITY OF MARTINEZ**



By: James M. Jakel

Date 10-1, 2014

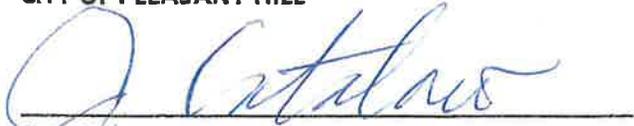
APPROVED AS TO FORM:



By: Walter & Pistole, City Attorney

Date 10/7, 2014

CITY OF PLEASANT HILL



By: (Name, Title)

Date September 25 2014

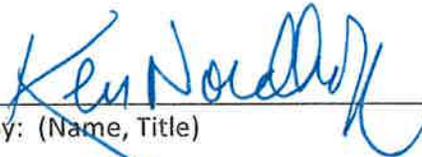
APPROVED AS TO FORM:



By: Janet Coleson, City Attorney

Date 9/25/14, 2014

**CITY OF WALNUT CREEK**

  
By: (Name, Title)

Date OCTOBER 7, 2014

**APPROVED AS TO FORM:**

  
FOR By: Steve Mattas, City Attorney

Date OCTOBER 7, 2014

**Exhibit A\***

PROGRAMMING OF MEASURE J PROGRAM 28(a) FUNDS TO LOCAL JURISDICTIONS													
Jurisdiction	Distribution of Funds by Population & Road Miles			Projected Disbursements of Funds									
	Population	Road Miles	Average	Jan-15	Nov-15	Nov-16	Nov-17	Nov-18	Nov-19	Nov-20	Nov-21	Nov-22 to Nov-34	TOTAL
Clayton	3.47%	4.26%	3.87%	\$94,112	\$28,195	\$30,327	\$31,501	\$32,676	\$33,938	\$32,285	\$32,466	\$533,177	\$848,677
Concord	38.75%	34.34%	36.55%	\$889,866	\$266,590	\$286,748	\$297,856	\$308,964	\$320,895	\$305,270	\$306,978	\$5,041,383	\$8,024,551
County	15.24%	19.60%	17.42%	\$424,175	\$127,076	\$136,685	\$141,980	\$147,275	\$152,962	\$145,514	\$146,328	\$2,403,089	\$3,825,084
Martinez	11.45%	11.18%	11.32%	\$275,519	\$82,541	\$88,783	\$92,222	\$95,661	\$99,355	\$94,517	\$95,046	\$1,560,904	\$2,484,548
Pleasant Hill	10.53%	11.81%	11.17%	\$750,000	\$0	\$0	\$0	\$0	\$0	\$0	67,979	\$93,828	\$1,540,902
Walnut Creek	20.56%	18.81%	19.69%	\$479,327	\$143,599	\$154,457	\$160,443	\$166,424	\$172,850	\$164,434	\$165,354	\$2,715,546	\$4,322,432
<b>TOTAL</b>	100.00%	100.00%	100.00%	\$2,913,000	\$648,000	\$697,000	\$724,000	\$751,000	\$780,000	\$810,000	\$840,000	\$13,795,000	\$21,958,000

\*Future disbursements are subject to change as Measure J revenue forecast is updated. Disbursements will be based on actual receipts

\*\*City of Pleasant was appropriated \$750,000 on January 15, 2014 for the Contra Costa Blvd Improvements project (Project 24026) under Resolution 14-02-P (Cooperative Agreement 28C.01) which will be provided under reimbursement basis.

MEMO: April 22, 2016  
TO: TRANSPAC TAC  
FROM: Anita L. Tucci-Smith, TRANSPAC  
SUBJECT: Hosting History of TAC Meetings

Since April 23, 2015, a rotating hosting policy has been established for TAC meetings. The following history identifies the dates when jurisdictions hosted TAC meetings:

**City of Concord**

April 23, 2015  
March 8, 2016  
April 6, 2016

**Contra Costa County**

June 4, 2015  
April 28, 2016

**City of Martinez**

November 19, 2015  
January 28, 2016

**City of Pleasant Hill**

June 25, 2015  
September 24, 2015

**City of Walnut Creek**

February 25, 2016  
May 26, 2016 (Projected)