

**TRANSPAC Transportation Partnership and Cooperation**  
Clayton, Concord, Martinez, Pleasant Hill, Walnut Creek, and Contra Costa County

**TRANSPAC TAC MEETING NOTICE AND AGENDA**  
**THURSDAY AUGUST 31, 2023**  
**9:00 A.M. to 11:00 A.M.**

**TELECONFERENCING SPECIAL NOTICE – PUBLIC MEETING  
GUIDELINES FOR PARTICIPATING VIA PHONE/VIDEO  
CONFERENCE**

Pursuant to the Ralph M. Brown Act provisions under Assembly Bill 361, which went into effect on October 1, 2021, meetings of the TRANSPAC TAC will be held utilizing video and teleconference as the County continues to recommend measures to promote social distancing when feasible. Options for observing the meeting and participating in public comment are provided below:

**Video Conference Access:** Please click the link at the noticed meeting time  
<https://us02web.zoom.us/j/89377041005?pwd=aFZ3SUozSEViRW0zcG8yazVJZkZtUT09>  
Meeting ID: 893 7704 1005 and Password: 578541

**Phone Access:** To observe the meeting by phone, please call at the noticed meeting time 1 (669) 900 6883, then enter the Meeting ID: 893 7704 1005 and Password: 578541

**Public Comments:** Public comment may be provided by submitting written comments to [tiffany@graybowenscott.com](mailto:tiffany@graybowenscott.com) by 3 p.m. on the day before the meeting, which will be read during Public Comment or on the related item when Public Comment is called and entered into the record. To comment by video conference, click the “Raise Your Hand” button to request to speak when the Public Comment period is opened on an Agenda item. After the allotted time, you will then be requested to mute your microphone. To comment by phone, indicate the “Raise Your Hand” icon by pressing “\*9” to request to speak when the public comment is opened on an Agenda item. After the allotted time, you will then be requested to mute your microphone. Please begin by stating your name and indicate whether you are speaking for yourself or an organization.

**Americans with Disabilities Act (ADA):** This agenda is available upon request in alternative formats to persons with a disability, as required by the ADA of 1990 (42 U.S.C. §12132) and the Ralph M. Brown Act (Cal. Govt. Code §54954.2). Persons requesting a disability related modification or accommodation should contact TRANSPAC via email or phone at [tiffany@graybowenscott.com](mailto:tiffany@graybowenscott.com) or (925) 937-0980 during regular business hours at least 48 hours prior to the time of the meeting.

1. **CONVENE MEETING / VIRTUAL MEETING ACCESS GUIDELINES / SELF-INTRODUCTIONS.**
2. **PUBLIC COMMENT.** Members of the public may address the Committee on any item not on the agenda.

<b>ACTION ITEMS</b>
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3. **Minutes of the May 25, 2023 Meeting** 🌀 **Page 5**

**ACTION RECOMMENDATION: Approve Minutes.**

Attachments: TAC minutes from the May 25, 2023 meeting.

<b>INFORMATION ITEMS</b>
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4. **MEASURE J LINE 20A FY 2024/2025 AND FY 2025/2026 PROGRAM POLICY DISCUSSION.**  
The Contra Costa Transportation Authority Measure J line 20a program provides funds for Transportation Services for Seniors & People with Disabilities in the TRANSPAC area. TRANSPAC is responsible for recommendations on how the Measure J Line 20a funds are to be used in Central County. Through the last program review and approval process, it was recommended to review the TRANSPAC Line 20A program policies and consider revisions in advance of the next funding cycle. (INFORMATION) 🌀 **Page 9**

Attachment: Staff Report

5. **SAFE ROUTES TO BART GRANT PROGRAM – CYCLE 3 UPDATE.** The Safe Routes to Bart (SR2B) Program funds active access capital projects on city and county streets that support BART’s Station Access Policy. The SR2B Cycle 3 program will allocate approximately \$16M in funding for construction or construction management awards ranging between \$500,000 and \$3M. At this meeting, BART staff will provide an update on the overall SR2B grant program, application and evaluation details. (INFORMATION)

**6. CONTRA COSTA TRANSPORTATION AUTHORITY ADVISORY COMMITTEE VACANCIES.**

Contra Costa Transportation Authority (CCTA) is seeking to fill at-large (i.e., countywide citizen) vacancies on three committees to be appointed by the CCTA Board. Committees include the Citizens Advisory Committee (CAC), Countywide Bicycle and Pedestrian Advisory Committee (CBPAC) and the Paratransit Coordinating Council (PCC). Application information is included in the attached staff report. (INFORMATION)

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Attachment: Staff Report

**7. COMMITTEE UPDATES:**

- a. Technical Coordinating Committee (TCC):** The last TCC meeting was held on July 20, 2023. The next regular meeting is scheduled for September 21, 2023.
- b. Countywide Bicycle & Pedestrian Advisory Committee (CBPAC):** The last CBPAC meeting was held on July 24, 2023. The next regular meeting is scheduled for September 25, 2023.
- c. Paratransit Coordinating Council (PCC):** The PCC meeting scheduled for July 17, 2023 was canceled. The next meeting is scheduled for October 11, 2023.

**8. INFORMATION ITEMS:**

- a. GRANT FUNDING OPPORTUNITIES.** This agenda item is intended to provide an opportunity to review and discuss grant opportunities. Additional information will be available at the meeting. (INFORMATION).
- b. CONTRA COSTA TRANSPORTATION AUTHORITY (CCTA) MEETING CALENDAR:** The CCTA Calendar for August 2023 to October 2023, may be downloaded at: <https://ccta.primegov.com/Portal/viewer?id=20009&type=2>

**9. MEMBER COMMENTS**

**10. NEXT MEETING: SEPTEMBER 28, 2023.**

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## TRANSPAC TAC Meeting Summary Minutes

**MEETING DATE:** May 25, 2023

**STAFF PRESENT:** Jason Chen, Clayton; Lynne Filson, Martinez; Shelehia Meisner, BART; Craig Mizutani, Concord Planning Commission; Saravana Suthanthira, Concord; Smadar Boardman, Walnut Creek; Ruby Horta, County Connection; Matt Todd, TRANSPAC Managing Director; and Margaret Strubel, TRANSPAC Clerk

**GUESTS/PRESENTERS:** Matt Kelly, CCTA; Sasha Dansky, Mark Thomas & Company; Sam Sharvini, Mark Thomas & Company

**MINUTES PREPARED BY:** Margaret Strubel

**1. Convene Meeting / Self-Introductions.**

Matt Todd called the meeting to order at 9:03 A.M. Introductions followed.

**2. Public Comment.**

There were no comments from the public.

**3. Minutes of the April 27, 2023 Meeting.**

The minutes of the April 27, 2023 meeting were approved by consensus.

**4. TRANSPAC TAC Appointment to the CCTA Countywide Transportation Plan (CTP) Task Force.**

Mr. Todd presented the details of the appointment. Mr. Kelly noted that no formal letter is needed for the appointment. He said these meetings are not subject to the Brown Act; but, if there is public interest, CCTA may have a hybrid virtual/in person meeting. He said they are looking for jurisdictional representatives for the RTPC. Robert Sarmiento is participating as an RTPC manager, but this may be opened to other county staff if Mr. Sarmiento wants to represent the RTPC as a county representative. He noted that the appointee could be another staff member who is not on the TAC.

***The recommendation to appoint Saravana Suthanthira, Concord to serve on the CTP Task Force, expected to commence in June 2023, with completion in early 2025, was approved by consensus.***

**5. TRANSPAC Work Plan for Fiscal Year 2023/2024.**

Mr. Todd presented the TRANSPAC Work Plan for Fiscal Year 2023/2024, noting that he is proposing to take the final version of the work plan and the budget to the June CCTA Board meeting for approval. There were no questions.

## **6. Regional Coordination with Partner Agencies.**

Mr. Todd opened a forum for discussion of ideas for working with RTPC neighbors to the south, in particular the SWAT (Danville, San Ramon Orinda, Lafayette, and unincorporated areas, such as Alamo). He discussed the previously held joint meeting with TRANSPLAN and the process needed to have a successful meeting, including contacting the SWAT Board about potential agenda items. Potential agenda items that were discussed:

- Innovate 680 Program
  - List of projects should be on the agenda (e.g., autonomous shuttle; transit services between Walnut Creek and Dublin BART stations; Transit Center/mobility hub/ park and ride
  - Iron Horse Trail. Possible county-level presentation for the corridor.
- School Bus Programs (JPA set up at Traffics; Lamorinda)
- TRANSPAC'S senior and disabled transportation program
- Pilot for Scooters and e-Bikes.
- Highway 4 presentation by CCTA.
- Shared routes.
  - Pleasant Hill Road (Lafayette and Pleasant Hill)
  - Pleasant Hill/Olympic roundabout changes due to traffic safety (Lafayette). There is a community engagement challenge that could be informative.

Mr. Todd will reach out to SWAT to assess interest. A schedule will need to be developed for the meeting. There is a field trip possibility if there is interest in autonomous vehicles.

## **7. State Route 4 Vision Study**

Matt Kelly gave an overview of the State Route 4 Vision Study, noting that this study is needed to coalesce all the projects on Highway 4 and develop a vision of a multimodal future. Mr. Kelly introduced Sasha Dansky and Sam Sharvini, Mark Thomas & Company who presented the study.

Ms. Suthanthira asked about a study PAC, but Mr. Kelly said there is only a technical advisory committee. Mr. Kelly noted that the CCTA Board and Planning Committee will serve as the policy level advisory committees.

Ms. Suthanthira commented that not all central county cities have elected officials on the CCTA Board and suggested that CCTA staff present to the TRANSPAC Board as this is a key corridor through Concord.

Ms. Suthanthira also commented that parallel arterials do not work in this case, and given that Ygnacio Valley Road and Kirker Pass connect 680 to Highway 4, these should be analyzed for diversion or cut-through traffic potential.

Ms. Filson said she wanted to ensure that multimodal options were being considered as there are issues between Pittsburg and Central County as well as in the 680-Highway 4 interchange area. Mr. Dansky said that they were considering a multimodal approach to the geographic regions served by Highway 4 and they have identified these gaps. He discussed the design alternatives analysis that was done with

CCTA-MTC that looked at operational improvements and capacity improvements of Highway 4, which is incorporated into this study.

There was discussion about the Concord Naval Weapons Station plan and the trips that would be generated from this development. The model has 2013 EIR buildout, which will change with the new developer; the countywide model will be used. Also, it was noted that ferry plans are incorporated into the study.

**8. Committee Updates.**

- a. Technical Coordinating Committee (TCC): The TCC meeting scheduled for May 18, 2023 was canceled – no update.
- b. Countywide Bicycle & Pedestrian Advisory Committee (CBPAC): No member attended the May 22, 2023 meeting.
- c. Paratransit Coordinating Council (PCC): The PCC meeting scheduled for May 15, 2023 was canceled– no update.

**9. Information Items.**

Mr. Todd covered the Grant Funding Opportunities and the Contra Costa Transportation Authority (CCTA) Meeting Calendar.

**10. Member Comments.**

There were no comments from the TAC.

**11. Adjourn / Next Meeting.**

The meeting adjourned at 9:53 a.m. The next regular meeting is scheduled for June 29, 2023.

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**TRANSPAC TAC Meeting STAFF REPORT**

**Meeting Date:** August 31, 2023

<b>Subject:</b>	<b>MEASURE J LINE 20A FUNDS PROGRAM POLICIES</b>
<b>Summary of Issues</b>	The Contra Costa Transportation Authority (CCTA) Measure J line 20a program provides funds for Transportation Services for Seniors & People with Disabilities in the TRANSPAC area. TRANSPAC is responsible for recommendations on how the Measure J Line 20a funds are to be used in Central County. In preparation for the upcoming programming cycle, it is recommended to review the TRANSPAC Line 20A program policies and possible revisions that could be considered.
<b>Financial Implications</b>	No TRANSPAC financial implications
<b>Attachment(s)</b>	A. TRANSPAC Measure J Line20A Application and Policy (FY 2022-2023 & FY 2023-2024) B. MTC Map of Equity Priority Communities (Central County) C. Measure J TEP Program Description D. Sample CCTA Master Funding Agreement

Background

The Measure J Expenditure Plan includes a program, line 15: Transportation for Seniors & People with Disabilities. The name generally self-describes the activities that the program funds. There is an additional program in Measure J, line 20a: Additional Transportation Services for Seniors & People with Disabilities, which provides the TRANSPAC area an additional 0.5% for these types of services. TRANSPAC is responsible for recommendations on how the Line 20a funds are to be used.

TRANSPAC typically issues a call for projects for a two-year cycle and approves two-years of programming in June of the even numbered year. TRANSPAC last issued a call for projects at the end of 2021 for a two-year cycle and approved a program of projects for FY 2022/2023 and FY 2023/2024 in June 2022. The previous Line 20A program awarded approximately \$1.2 million dollars. Staff anticipates presenting a new draft program for approval in June 2024. In order to prepare for the next cycle, staff seeks input from the TAC on several development and programming policy topics raised through the last cycles discussion that could be used in the upcoming cycle. In recent years, Line 20a funding requests have consistently exceeded available funds. Along with this increasing demand, TRANSPAC continues to explore how best to

distribute the funding. The input from the TAC discussion will be incorporated into the draft application and policy material for the upcoming programming cycle.

**Program Priority**

As a result of grant requests exceeding available funding in the last cycle, staff made an initial recommendation to partially award all program fund requests in order to avoid eliminating programs. Several agency representatives expressed concern that their programs received 20a funding for many years and based on the proposed program, received the same consideration as newer programs. In response to this concern, staff outlined the funding history over the life of the Measure J Line20a program, and discussion ensued on whether to give priority consideration to older programs (see Program Funding History table below). Though all programs met the basic criteria outlined in the program policy, several organizations demonstrated a long funding history (several cycles or more) and consistent provision of vital services to the community over time. The TAC and Board recommended that such programs be given priority consideration. Newer programs received a smaller share of requested funding (see Legacy Scenario 4 table with the approved recommendation below). However, there was discussion on whether this approach discourages the development of new programs and if this approach should carry over to future cycles.

<b>Line 20a Program Funding History</b>												
	<b>Fiscal Year</b>											
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	<b>Funding</b>
<b>City of Concord</b>												
<i>Monument Corridor Shuttle</i>		x	x	x	x	x	x	x	x			\$ 660,138
<i>Get Around Taxi Scrip/ GoGo Concord</i>											x	\$ 28,400
<b>City of Pleasant Hill</b>												
<i>Volunteer Driver Program (vehicle purchase)</i>	x										x	\$ 111,000
<b>City of Walnut Creek</b>												
<i>Senior Center Transportation Program</i>	x	x			x	x	x	x	x	x	x	\$ 665,144
<b>City of Martinez</b>												
<i>Vehicle Purchase</i>		x										\$ 68,000
<b>Mobility Matters</b>		x	x	x	x	x	x	x	x	x	x	\$ 1,033,140
<b>John Muir Medical Foundation (Caring Hands)</b>		x	x	x	x	x	x	x				\$ 400,000
<b>Choice in Aging</b>		x	x	x	x	x	x	x	x	x	x	\$ 350,240
<b>George Miller Center/Contra Costa ARC</b>						x	x	x	x			\$ 123,510
<b>County Connection</b>												
<i>New Freedom Mobility Grant Match</i>						x						\$ 49,000
<i>Midday Free Rides for Bridge/RES Programs</i>										x	x	\$ 40,000
<b>Golden Rain Foundation (Rossmoor)</b>		x	x	x	x	x	x	x	x	x	x	\$ 875,452
<b>Center for Elders' Independence</b>											x	\$ 135,774

			<b>Legacy Scenario</b>
			Scenario 4
<b>Project Name</b>	<b>Sponsor</b>	<b>Total Request</b>	<b>100% / 70%</b>
Travel Training Program	County Connection / Central Contra Costa Transit Authority (CCCTA)	\$ 112,436	\$ 79,127
City of Walnut Creek Social Services Transportation Program	City of Walnut Creek	\$ 237,000	\$ 237,000
George Miller Center - Conord Transportation Project	Contra Costa ARC dba VistAbility	\$ 80,886	\$ 80,886
GoGo Concord Senior Transportation Program	City of Concord	\$ 50,000	\$ 35,187
Rossmoor Green Line / Subsidized Ridesharing Program	Golden Rain Foundation	\$ 231,613	\$ 231,613
Mt. Diablo Mobilizer	Choice In Aging	\$ 117,700	\$ 117,700
Midday Free Rides for MDUSD Bridge Program and RES Success	County Connection / Central Contra Costa Transit Authority (CCCTA)	\$ 80,000	\$ 56,300
Rides for Seniors / Rides for Veterans	Mobility Matters	\$ 257,250	\$ 257,250
Transportation Services for Concord PACE Center/Clinic	Center for Elders' Independence (CEI)	\$ 250,000	\$ 175,937
<b>FISCAL YEAR SUBTOTAL</b>		<b>\$ 1,416,885</b>	<b>\$ 1,271,000</b>

### Scoring Committee

Historically, TRANSPAC staff reviews and evaluates the grant applications and then brings a recommendation to the TAC for input, review and discussion. As funding requests and competition increases, the evaluation process requires more in-depth discussion regarding funding priority and eligibility criteria. Staff anticipates that the program will be equally competitive in this next cycle and is considering creating a scoring committee for the upcoming cycle. The scoring committee could consist of several TAC members. It is proposed that the scoring committee meeting(s) are focused on the application review (outside of the standard TAC meetings). Staff is also considering including an external participant (i.e. individual not on the TRANSPAC TAC) from the social services sector to provide another view point that we may not be capturing with sources and process we have used in prior cycles. It is envisioned this committee could evaluate the applications using criteria recommended by the TAC with recommendations brought back to the TAC and Board for consideration.

### Equity Priority Communities

In the last programming cycle, there was ongoing discussion on whether to offer priority consideration to programs serving the MTC defined Equity Priority Communities (EPC) in TRANSPAC Central County area. One of the challenges raised with this approach is the potential exclusion of certain programs that by nature do not service these areas (i.e. programs that serve a particular community).

The two areas defined as EPCs include portions of Concord and Martinez (see attachment B). Line20A program funded services generally fall into two categories, programs that have a focus on riders from a specific subarea of TRANSPAC and programs that are open to all residents of TRANSPAC. To be clear, all the programs we have funded in the past are providing trips and reducing the demand for LINKS trips. Programs with eligibility restrictions include areas with a large portion of the senior population in the TRANSPAC Region. Programs with eligibility restrictions may also provide trips outside the specific area of eligibility. Options that could be considered for this criteria could include a target for a portion of overall funds for programs that provide service to the entire TRANSPAC area and a portion of the overall funds for programs that have eligibility requirements based on area of residence. TRANSPAC could maintain the ability to adjust the targets based on applications received (i.e. if applications received do not fully utilize one of the categories). Additional information on trips provided through the Line 20A program could be collected to gain additional insight on overall trip origin and destination for this topic (though that would also put a greater information collection burden on project sponsors and actual data would be past services provided).

Further discussion on the topic could assist in determining if criteria should be included in the application evaluation and to what extent service to EPC's will be considered.

### Maintenance of Effort Criteria

Considering using a Maintenance of Effort criteria was raised as a concept that could be considered in future cycles. The following are simplified examples of approaches to Maintenance of Effort criteria used in the county (for Measure X funding) and other potential approaches:

1. Prioritizing programming to pay for costs incurred in the delivery of services that did not exist prior to a certain date (i.e. the creation of the funding program, the initial programming cycle, or another agreed upon date).
2. Prioritizing programming associated with the expansion or enhancement of services that existed prior to a certain date (i.e. the creation of the funding program, the initial programming cycle, or another agreed upon date), provided the services meet the requirements of the Line 20A program, OR expanded or improved services for Line 20A

eligible services. The desire is to not fund programs as a backfill for other, redirected funds.

3. Giving lower priority to fund requests used to fulfill standing service obligations or to replace or augment funds used to provide services that were being provided prior to a certain date (i.e. the creation of the funding program, the initial programming cycle, or another agreed upon date).
4. Prioritizing programs that continue to contribute a certain level of non-Line 20A program funds to support a program. This could be measured by defining a dollar level of funds or as a proportion of the program costs (that would better account for program growth and inflation factors).

CCTA Master Agreement Timeline

Staff is in ongoing discussion with CCTA on the process and timeline of executing funding agreements with Measure J Line 20a program grantees. In some cases, grantees have not fully executed agreements with CCTA 6 months beyond final fund program approval. To address this, it is recommended that funding agreements are completed with CCTA within 120 days of fund program approval. Staff would like to add clear guidance to the program policy along with CCTA staff contact information and a copy of the master agreement for reference (attachment D).

It is requested that the TAC discuss the aforementioned topics and the input received can be incorporated in the proposal for any updates into the FY 2024/2025 and FY 2025/2026 Measure J Line 20a funds program policy that would be brought to the TRANSPAC TAC and Board in late 2023.

*Anticipated Programming Schedule For Next Programming Cycle*

<b>December 2024</b>	Release Call for Projects (for 2024/2025 and 2025/2026)
<b>January 2024</b>	Applications Due
<b>February – April 2024</b>	Review Project Applications
<b>May 2024</b>	Review Draft Program
<b>June 2024</b>	Approve Final Program

**2022-2023 and 2023-2024****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 Call for Projects for Measure J 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) for the two year period of FY 2022-2023 and 2023-2024.
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 and public and private non-profit agencies operating in the TRANSPAC area (map attached). Funds must be spent in a manner consistent with the Contra Costa Transportation Authority's Measure J Program 15 Transportation for Seniors & People With Disabilities<sup>1</sup>. Examples of eligible expenditures include but are not necessarily limited to: vehicle purchase/lease/maintenance, mobility management activities, travel training, facilitation of countywide travel and integration with other public transit.
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. 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 twenty-four (24) 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.

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<sup>1</sup> Full program description is available in the Measure J Sales Tax Expenditure Plan: <https://ccta.net/wp-content/uploads/2018/10/5297b121d5964.pdf>

5. **Funding Available:** The total funding available for this two-year grant/project period is estimated to be \$950,000 (\$475,000 annually).
6. **Evaluation Criteria:** Applications will be evaluated on the following criteria which should be addressed in the grant application:
  - Proposed service fills an identified gap in transportation/transit network.
  - Proposed service complements the transportation services provided by the County Connection LINK Americans with Disabilities Act paratransit service.
  - Does the proposal include any service coordination efforts with other accessible or fixed route transit operations, use of mobility management services, etc.
  - The costs of operations relative to the cost of the LINK Paratransit service
    - Per Revenue Hour
      - \$79.13 (FY 2018/2019)
      - \$132.14 (FY 2019/2020, impacted by COVID)
    - Per Passenger
      - \$45.38 (FY 2018/2019)
      - \$85.53 (FY 2019/2020, impacted by COVID)
  - Is the service currently being funded by the 20a program
  - Demonstration of the capacity, commitment and funding strategy to continue service beyond the grant period.
  - Though matching funds are not required, providing matching funding and leveraging other fund sources will be viewed favorably.
  - Equity analysis of the transportation services provided in the TRANSPAC Subregion
  - Specific services may be evaluated based on prior pilot program information (such as transportation network company (TNC) service)
7. **Applications:** Applicants are required to complete the attached application form and may attach additional information in support of the application. The TRANSPAC Board will request application review and a program recommendation from TRANSPAC TAC. The TRANSPAC Board will make funding recommendations to Contra Costa Transportation Authority (CCTA) and request allocation action(s).
  - a. Applications should be mailed, or emailed (preferred, pdf format), to:  
Matt Todd, Managing Director  
1211 Newell Avenue, Suite 200  
Walnut Creek, CA 94596  
[matt@graybowenscott.com](mailto:matt@graybowenscott.com)
  - b. **Applications must be received by 3:00 pm on Friday, January 21, 2022.**

- c. Electronic copies of the application will be available by download or email. Please contact Matt Todd, Managing Director, at [matt@graybowenscott.com](mailto:matt@graybowenscott.com) for the electronic version.
  - d. Faxed applications and late applications will not be accepted.
8. **Contra Costa Transportation Authority Allocation Process:** 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 (see attachment Sample CCTA Grant Insurance Requirements on page 20 of the Call for Projects package) , indemnification, and reporting. 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.
9. **Reports to TRANSPAC and the Contra Costa Transportation Authority:** First and second year grantees will be required to report on a quarterly basis to TRANSPAC and/or the CCTA on the transportation services and related capital projects funded through this Call for Projects. For grantees with two years of 20a grant funding history, the reporting requirement is semi-annually contingent upon no issues identified by TRANSPAC or CCTA.



# EQUITY PRIORITY COMMUNITIES

## AMERICAN COMMUNITY SURVEY 2014-2018

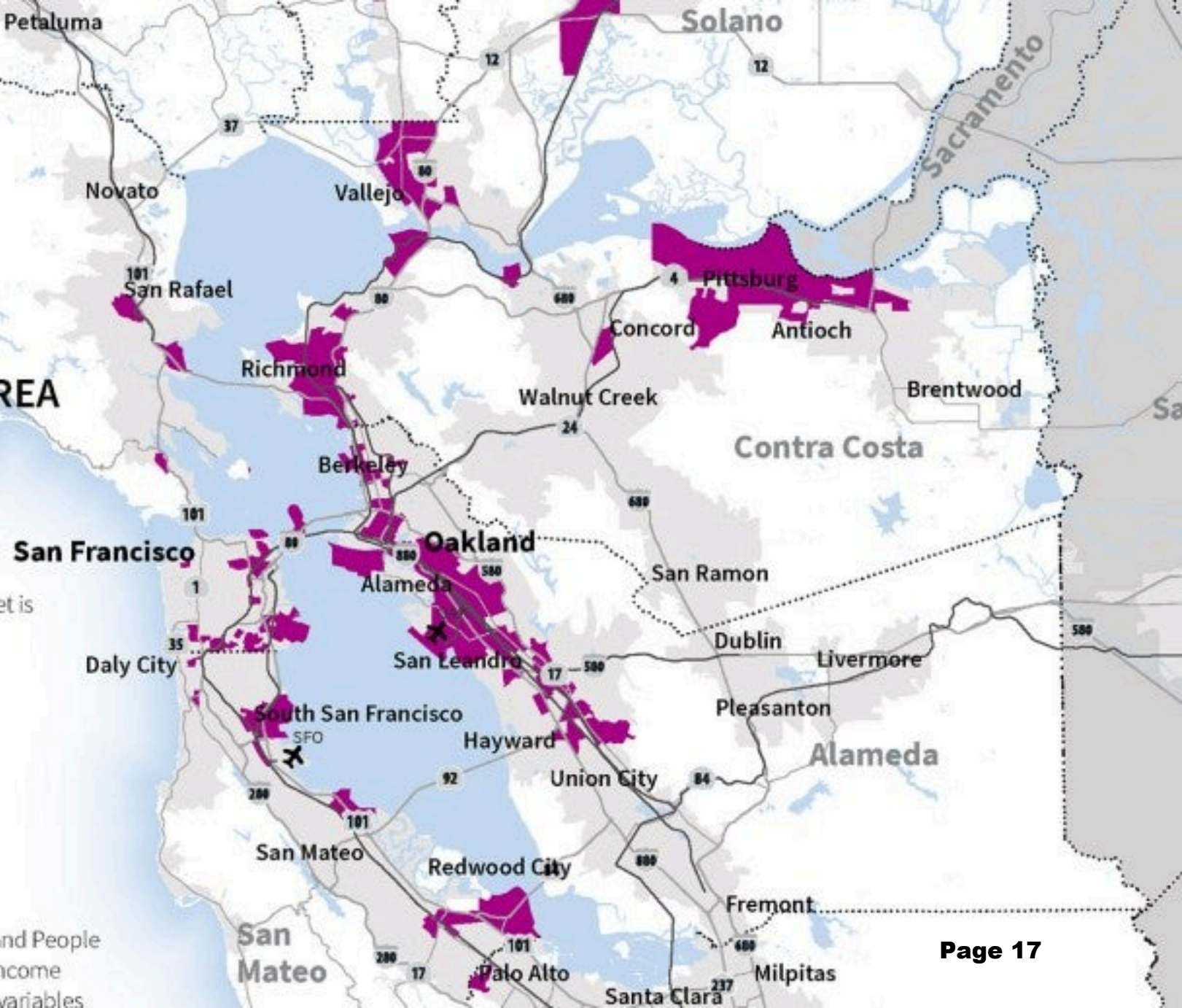
### TRACTS WITHIN URBANIZED AREA



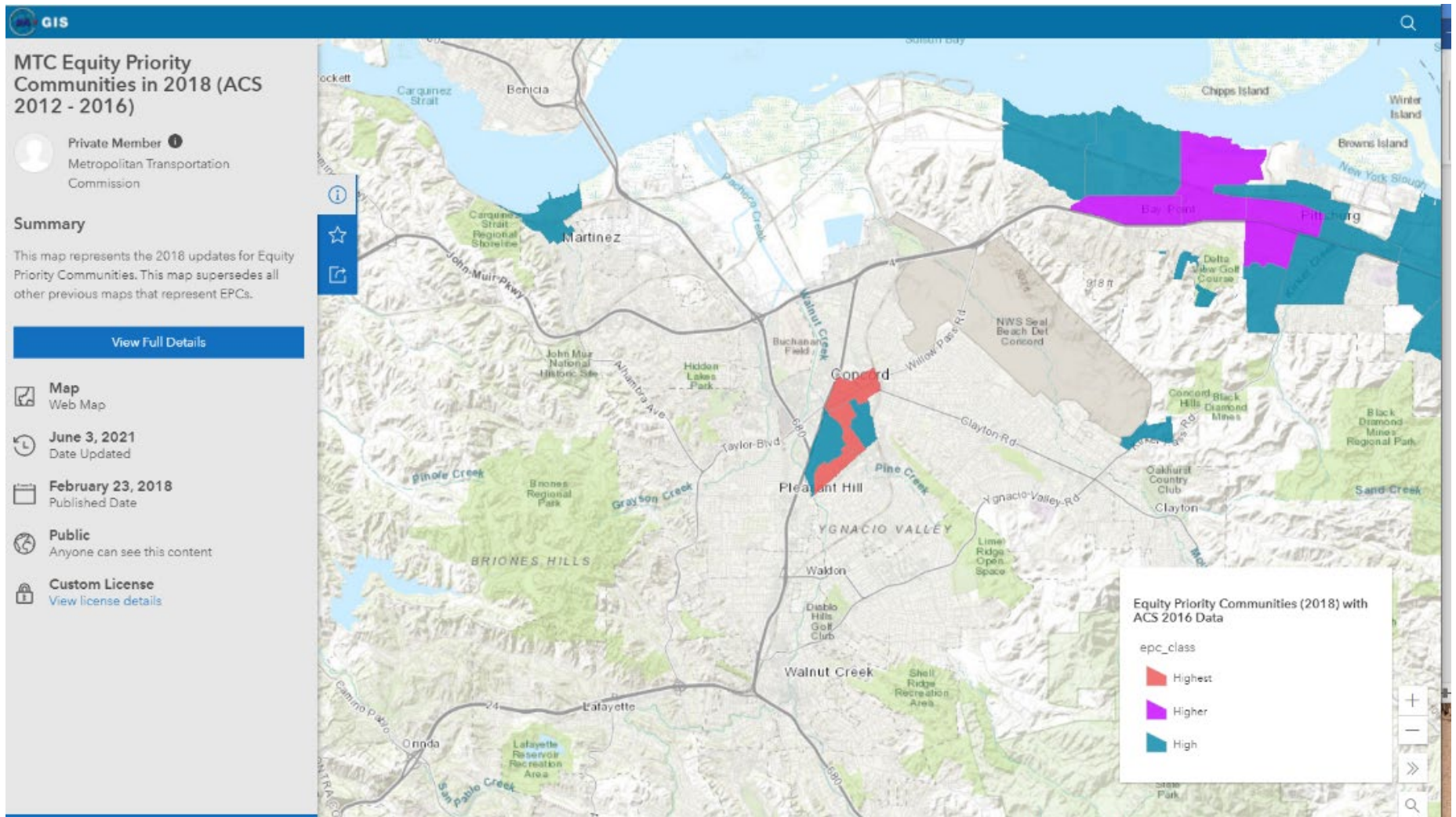
The Equity Priority Communities (tract geography) dataset is based upon eight demographic variables:

1. People of Color (70% threshold)
2. Low-Income (28% threshold)
3. Limited English Proficiency (12% threshold)
4. Seniors 75 Years and Over (8% threshold)
5. Zero-Vehicle Households (15% threshold)
6. Single Parent Families (18% threshold)
7. People with a Disability (12% threshold)
8. Rent-Burdened Households (14% threshold)

If a tract exceeds both threshold values for Low-Income and People of Color shares OR exceeds the threshold value for Low-Income AND also exceeds the threshold values for three or more variables



Source: <https://opendata.mtc.ca.gov/maps/MTC::mtc-equity-priority-communities-in-2018-acs-2012-2016/explore?location=37.961568%2C-122.029225%2C12.24>



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**MEASURE J TRANSPORTATION SALES TAX EXPENDITURE PLAN**


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**15 Transportation for Seniors & People With Disabilities..... 5% (\$100 million)**

Transportation for Seniors & People With Disabilities or “Paratransit” services can be broadly divided into two categories: (1) services required to be provided by transit operators under the Americans with Disabilities Act (ADA) to people with disabilities; and (2) services not required by law but desired by community interests, either for those with disabilities beyond the requirements of the ADA (for example, extra hours of service or greater geographic coverage), or for non-ADA seniors.

All current recipients of Measure C funds will continue to receive their FY 2008–09 share of the “base” Measure C allocation to continue existing programs if desired, subject to Authority confirmation that services are consistent with the relevant policies and procedures adopted by the Authority. Revenue growth above the base allocations will be utilized to expand paratransit services and providers eligible to receive these funds.

Paratransit funding will be increased from the current 2.97% to 3.5% of annual sales tax revenues for the first year of the new program, FY 2009–10. Thereafter, the percentage of annual sales tax revenues will increase by 0.10 % each year, to 5.9% in 2034 (based on a 25-year program). In 2003 dollars, this averages to 4.7% over the life of the program, which has been rounded to 5% to provide some flexibility and an opportunity to maintain a small reserve to offset the potential impact of economic cycles. The distribution of funding will be as follows:

- West County paratransit program allocations will start at 1.225% of annual sales tax revenues in FY 2009–10, and grow by 0.035% of annual revenues each year thereafter to 2.065% of annual revenues in FY 2033–34. (An additional increment of 0.65% of annual revenues is available for West County under its subregional program category.) In addition to the current providers, paratransit service provided by AC Transit and BART (East Bay Paratransit Consortium) in West County is an eligible recipient of program funds.
- Central County paratransit program allocations will start at 0.875% of annual sales tax revenues in FY 2009–10 and grow by 0.025% of annual revenues each year thereafter to 1.475% of annual revenues in FY 2033–34. (An additional increment of 0.5% of annual revenues is available for Central County under its subregional program category.)
- Southwest County paratransit program allocations will start at 0.595% of annual sales tax revenues in FY 2009–10 and grow by 0.017% of annual revenues each year thereafter to 1.003% of annual revenues in FY 2033–34.

## MEASURE J TRANSPORTATION SALES TAX EXPENDITURE PLAN

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- East County paratransit program allocations will start at 0.805% of annual sales tax revenues, and increase by 0.023% of annual revenues thereafter to 1.357% of annual revenues in FY 2033–34.

Transportation for Seniors & People with Disabilities funds shall be available for (a) managing the program, (b) retention of a mobility manager, (c) coordination with non-profit services, (d) establishment and/or maintenance of a comprehensive paratransit technology implementation plan, and (e) facilitation of countywide travel and integration with fixed route and BART specifically, as deemed feasible.

Additional funding to address non-ADA services, or increased demand beyond that anticipated, can be drawn from the “Subregional Transportation Needs Funds” category, based on the recommendations of individual subregions and a demonstration of the financial viability and stability of the programs proposed by prospective operator(s).

**16 Express Bus..... 4.3% (\$86 million)**

Provide express bus service and Bus Rapid Transit (BRT) service to transport commuters to and from residential areas, park & ride lots, BART stations/transit centers and key employment centers. Funds may be used for bus purchases, service operations and/or construction/management/operation of park & ride lots and other bus transit facilities. Reserves shall be accumulated for periodic replacement of vehicles consistent with standard replacement policies.

**17 Commute Alternatives..... 1% (\$20 million)**

This program will provide and promote alternatives to commuting in single occupant vehicles, including carpools, vanpools and transit.

Eligible types of projects may include but are not limited to: parking facilities, carpooling, vanpooling, transit, bicycle and pedestrian facilities (including sidewalks, lockers, racks, etc.), Guaranteed Ride Home, congestion mitigation programs, SchoolPool, and clean fuel vehicle projects. Program and project recommendations shall be made by each subregion for consideration and funding by the Authority.

**18 Congestion Management, Transportation Planning, Facilities and Services..... 3% (\$60 million)**

Implementation of the Authority’s GMP and countywide transportation planning program; the estimated incremental costs of performing the Congestion Management Agency (CMA) function currently billed to local jurisdictions; costs for programming federal and state funds; project monitoring; and the facilities and services needed to support the Authority and CMA functions.

**Subregional Projects and Programs**

The objective of the Subregional Projects and Programs category is to recognize the diversity of the county by allowing each subregion to propose projects and programs critical to addressing its local transportation needs. There are four subregions within Contra Costa: Central, West, Southwest and East County, each represented by a Regional Transportation Planning Committee (RTPC). Central County (the TRANSPAC subregion) includes Clayton, Concord, Martinez, Pleasant Hill, Walnut Creek and the unincorporated portions of Central County. West County (the WCCTAC subregion) includes El Cerrito, Hercules, Pinole, Richmond, San Pablo and the unincorporated portions of West County. Southwest County (the SWAT subregion) includes Danville, Lafayette, Moraga, Orinda, San Ramon and the unincorporated portions of Southwest County. East County (the TRANSPLAN subregion) includes Antioch, Brentwood, Oakley, Pittsburg and the unincorporated portions of East County.

Each subregion has identified specific projects and programs which include: school bus programs, safe routes to school activities, pedestrian and bicycle facilities, incremental transit services over the base program, incremental transportation services for seniors and people with disabilities over the base program, incremental local street and roads maintenance using the population and road-miles formula, major streets traffic flow, safety, and capacity improvements, and ferry services.

With respect to the Additional Bus Service Enhancements and Additional Transportation Services for Seniors and People with Disabilities Programs, the Authority will allocate funds on an annual basis. The relevant RTPC, in cooperation with the Authority, will establish subregional guidelines so that the additional revenues will fund additional service in Contra Costa. The guidelines may require reporting requirements and provisions such as maintenance of effort, operational efficiencies including greater coordination promoting and developing a seamless service, a specified minimum allowable farebox return on sales tax extension funded services, and reserves for capital replacement, etc. The relevant RTPC will determine if the operators meet the guidelines for allocation of the funds.

For an allocation to be made by the Authority for a subregional project and program, it must be included in the Authority’s Strategic Plan.

**CENTRAL COUNTY (TRANSPAC)**

*19a Additional Bus Service Enhancements..... 1.2% (\$24 million)*

Funds will be used to enhance bus service in Central County, with services to be jointly identified by TRANSPAC and County Connection.

In years when revenues have declined from the previous year, funds may be used for enhanced, existing, additional and/or modified bus service; in years when funding allows for growth in service levels, these funds would be used

## MEASURE J TRANSPORTATION SALES TAX EXPENDITURE PLAN

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for bus service enhancements; and if County Connection’s funding levels are restored to 2008 levels, these funds shall be used to enhance bus service. TRANSPAC will determine if the use of funds by County Connection or other operators meets these guidelines for the allocation of these funds.

**20a Additional Transportation Services for Seniors and People & Disabilities..... 0.5% (\$10 million)**

Funds will be used to supplement the services provided by the countywide transportation program for seniors & people with disabilities and may include provision of transit services to programs and activities. Funds shall be allocated annually as a percentage of total sales tax revenues, and are in addition to funds provided under the base program as described above.

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.

**21a Safe Transportation for Children..... 0.5% (\$10 million)**

TRANSPAC will identify specific projects which may include the SchoolPool and Transit Incentive Programs, pedestrian and bicycle facilities, sidewalk construction and signage, and other projects and activities to provide transportation to schools.

**23a Additional Local Streets Maintenance and Improvements..... 1% (\$20 million)**

These funds will be used to supplement the annual allocation of the 18% “Local Streets Maintenance & Improvements” program funds for jurisdictions in Central County. Allocations will be made to jurisdictions in TRANSPAC on an annual basis in June of each fiscal year for that ending fiscal year, without regard to compliance with the GMP. Each Jurisdiction shall receive an allocation using a formula of 50% based on population and 50% based on road miles.

**24a Major Streets: Traffic Flow, Safety and Capacity Improvements..... 2.4% (\$48 million)**

Improvements to major thoroughfares including but not limited to installation of bike facilities, traffic signals, widening, traffic calming and pedestrian safety improvements, shoulders, sidewalks, curbs and gutters, bus transit facility enhancements such as bus turnouts and passenger amenities, etc.

**MASTER COOPERATIVE AGREEMENT NO. 20C.XX  
BETWEEN  
CONTRA COSTA TRANSPORTATION AUTHORITY  
AND  
XXXXXXXXXXXXXXXXXX**

**THIS MASTER COOPERATIVE AGREEMENT NO. 20C.11** (“AGREEMENT”) is made and entered into as of this 1<sup>st</sup> day of July 2023, by and between XXXXXXXXX, 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 of transportation programs for seniors and people with disabilities.

B. SPONSOR desires to implement one or more programs, to enhance mobility for seniors and/or people with disabilities, hereinafter referred to as “PROGRAM,” eligible under the Central Contra Costa Additional Transportation Services for Seniors and People with Disabilities Program (Measure J Expenditure Plan Program 20a, as amended).

C. The SPONSOR seeks a commitment from the AUTHORITY for Measure J funds for the purpose of providing services and programs as described in the Measure J expenditure plan programs listed in paragraph B above.

D. The SPONSOR understands that the AUTHORITY shall only provide such commitment described in paragraph C above after a request for allocation to SPONSOR is made by the Transportation Partnership and Cooperation (TRANSPAC) through action at a regular meeting of the TRANSPAC Board. Such request shall be made in writing from TRANSPAC to the Authority.

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 PROGRAM approved and funded by AUTHORITY, to apply the funds received under this AGREEMENT to PROGRAM in accordance with the terms and conditions specified in funding resolutions at the AUTHORITY’s full discretion; and consistent with the information contained in the funding resolution attached to this AGREEMENT as EXHIBIT A and incorporated herein by this reference (“Funding Resolution”). The

specific PROGRAM to be implemented by the SPONSOR is identified in the Funding Resolution.

2. Invoices.

To provide invoices requesting reimbursement of eligible expenditures incurred in the form and detail sufficient to show delivery of the program described in the Funding Resolution along with supporting documentation as required by AUTHORITY. Invoices will be submitted monthly or bi-monthly at the discretion of SPONSOR.

3. Record Keeping and Audits.

a. To maintain complete, accurate and clearly identifiable records with respect to all costs and expenses incurred under this AGREEMENT. To allow AUTHORITY 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 five (5) 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 upon request by AUTHORITY.

b. To maintain sufficient records demonstrating SPONSOR's compliance with the terms of the Measure J Expenditure Plan, including amendments, and the Measure J Strategic Plan, as periodically updated, 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 to 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.

4. Reporting.

To submit to AUTHORITY and/any of its partners a quarterly written report indicating, as applicable, number of passenger trips provided, trip origin by community, if the trip would have been an ADA trip on the public system if not provided, milestones reached during the quarter, milestones for next quarter, or any other data or measure as deemed appropriate by the AUTHORITY.

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. Signage.

If PROGRAM 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 or give-away items used in connection with promotional events, to include AUTHORITY's logo thereon.

7. 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 Funds.

8. 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 this AGREEMENT and 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 this AGREEMENT and the local, state and/or federal requirements, as well as the evidence of the subcontractor's compliance, at all tiers.

9. Insurance

SPONSOR shall maintain the following insurance in force during the entire term of this AGREEMENT, and in the case of Commercial General Liability Insurance and Professional Liability Insurance for at least five years after the conclusion of all services provided by SPONSOR pursuant to this AGREEMENT. SPONSOR's contractors and consultants shall be subject to the same insurance provisions as stated herein unless specified otherwise:

- a. Workers' Compensation Insurance covering SPONSOR's employees in accordance with statutory requirements of all jurisdiction(s) in which any and all Services are being performed, and Employer's Liability Insurance in the amount of \$1,000,000 per occurrence for injuries incurred in providing services under this AGREEMENT. This policy shall include a waiver of subrogation stating that the insurer waives all rights of subrogation against the AUTHORITY, its officials, employees, or successors in interest.

- b. Comprehensive or Commercial General Liability Insurance including contractual liability, premises and operations, personal injury, completed operations, and independent contractors liability, with limits of not less than \$1,000,000 each occurrence for bodily injury and not less than \$1,000,000 each occurrence for property damage. (Aggregate is \$3,000,000 bodily injury and property damage)

A combined single limit policy is acceptable provided the combined single limit is not less than \$1,000,000. The policy shall contain an aggregate limit not less than \$3,000,000. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy with terms at least as broad as the primary policy.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

- c. Automobile Liability Insurance covering owned, non-owned, uninsured motorists, leased and hired vehicles with limits not less than \$1,000,000 each person and \$1,000,000 each occurrence for bodily injury, and \$1,000,000 each occurrence for property damage. A combined single limit of not less than \$1,000,000 will meet this requirement. AUTHORITY shall be added by SPONSOR as an additional insured on this policy. SPONSOR'S insurance policy shall be primary insurance with respect to the AUTHORITY and its employees, agents, officers and directors and any insurance maintained by AUTHORITY shall be excess of SPONSOR'S insurance.
- d. Professional Liability Insurance (covering errors and omissions), with limits not less than \$1,000,000 per claim and a deductible not to exceed \$2,000,000 Aggregate, and a retroactive date no later than the commencement date of this AGREEMENT as first shown above.

SPONSOR's subcontractors and subconsultants providing professional services under this AGREEMENT shall be added to SPONSOR's policy as additional insureds, or shall provide evidence of their own professional liability insurance which is acceptable to AUTHORITY's Executive Director.

The policy or policies of insurance required by Section 10.b Comprehensive or General Commercial General Liability Insurance and 10.c Automobile Liability Insurance shall conform to or include the following:

- 1) A provision or endorsement naming AUTHORITY, its officials, employees,

and successors in interest as additional insureds with respect to the liability arising out of the performance of the Services by SPONSOR under this AGREEMENT, including completed operations coverage.

2) Provisions that the insurance is primary insurance with respect to AUTHORITY, its officials, employees, and successors in interest. Any insurance or self-insurance maintained by AUTHORITY, its officials, employees, or successors in interest shall be excess of SPONSOR's insurance and shall not contribute with it.

3) Provisions or endorsements stating that the coverage contains no special limitations on the scope of protection afforded to AUTHORITY, its officials, employees, or successors in interest.

4) Provisions or endorsements stating that insurance shall apply separately to each insured against whom claim is made or suit is brought, subject to the limits of the insurer's liability.

5) Provisions or endorsements providing a waiver of subrogation in favor of AUTHORITY, its officials, employees, or successors in interest or shall specifically allow SPONSOR to waive their right of recovery prior to a loss. SPONSOR hereby waives its own right of recovery against AUTHORITY.

All policies shall be issued by insurance companies which are licensed carriers in the State of California and maintain a Secure Best's rating of "A-" or higher unless otherwise approved by AUTHORITY.

Prior to commencing Services under this AGREEMENT, SPONSOR shall furnish to AUTHORITY a copy of each policy of insurance required by this AGREEMENT. Such policies shall provide that not less than thirty (30) calendar days advance notice in writing will be given to AUTHORITY prior to cancellation, termination, or material alteration of said policies of insurance, except 10 calendar days in the event of non-payment of premium.

The requirements contained herein as to types and limits of insurance to be maintained by SPONSOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by SPONSOR under this AGREEMENT.

## 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 within 45 days of receipt of invoice, up to the amounts stated in Exhibit A of this AGREEMENT.

2. Notice of Audit

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

**SECTION III**

IT IS MUTUALLY AGREED:

1. Term and Discharge of AGREEMENT.

a. This AGREEMENT is effective as of July 1, 2023 and will remain in effect until discharged as provided below. Under this AGREEMENT no expenditures prior to July 1, 2022 are eligible for reimbursement.

b. This AGREEMENT shall be subject to discharge as follows:

(i) Either party may terminate this AGREEMENT at any time for cause pursuant to a power created by the AGREEMENT, or by law, other than for breach, by giving written notice of termination to the other party which shall specify both the cause and the effect of termination. Notice of termination under this provision shall be given at least ninety (90) days before the effective date of such termination. Except as provided in Section III, paragraph 14 below, on termination all obligations which are still executory on both sides are discharged, but any right based on prior breach or performance survives.

(ii) This AGREEMENT may be canceled or terminated by a party for breach of any obligation, covenant or condition hereof by the other party upon notice to the breaching party. Except as provided in Paragraph 5 below, with respect to any breach which is reasonably capable of being cured, the breaching party shall have thirty (30) days from the date of the notice to initiate steps to cure. If the breaching party diligently pursues cure, such party shall be allowed a reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted by the non-breaching party. On cancellation, the non-breaching party retains the same rights as a party exercising its right to terminate under the provisions of (i) above, except that the canceling or terminating party also retains any remedy for breach of the whole contract or any unperformed balance.

(iii) By mutual consent of the parties, this AGREEMENT may be terminated at any time.

(iv) Except as to any rights or obligations which survive discharge, as provided herein, this AGREEMENT shall be discharged, and the parties shall have no further obligation to each other upon the disbursement of the amount set forth in Section II, paragraph 2 above.

c. In the event that SPONSOR ceases operation, upon termination of

operation, any unexpended Measure J funding will be promptly reimbursed to the AUTHORITY.

3. 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.

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:

Name  
Title  
Agency  
Address  
email

Notices to AUTHORITY:

Brian Kelleher  
Chief Financial Officer  
Contra Costa Transportation  
Authority  
2999 Oak Road, Suite 100  
Walnut Creek, CA 94597  
[bkelleher@ccta.net](mailto:bkelleher@ccta.net)

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

## Master Agreement 20C.XX

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 by submitting a revised EXHIBIT A, 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.

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 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.

14. Scope of Work

The Scope of work or description of the PROGRAM is incorporated into the funding resolution attached as Exhibit A. Work performed must be consistent with the program described to be eligible for reimbursement. Any amendments to the PROGRAM as described require written approval from TRANSPAC and the AUTHORITY.

15. Attorney's Fees

The parties agree to select a mediator to assist in resolving conflict. The parties will share in the cost of the mediator. By participating in mediation, the parties do not waive any judicial remedies that may be available.

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 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.

**CONTRA COSTA TRANSPORTATION SPONSOR  
AUTHORITY**

By: \_\_\_\_\_  
Chair

Date:

By: \_\_\_\_\_  
Name

Title

Date:

\_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Tarienne Grover Date  
Clerk of the Board

APPROVED as to legal form:

By: \_\_\_\_\_  
Fennemore Wendel Date  
General Counsel



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## TRANSPAC TAC Meeting **STAFF REPORT**

Meeting Date: August 31, 2023

<b>Subject:</b>	<b>CONTRA COSTA TRANSPORTATION AUTHORITY ADVISORY COMMITTEE VACANCIES</b>
<b>Summary of Issues</b>	Contra Costa Transportation Authority (CCTA) is seeking to fill at-large (i.e., countywide citizen) vacancies on three committees to be appointed by the CCTA Board. Committees include the Citizens Advisory Committee (CAC), Countywide Bicycle and Pedestrian Advisory Committee (CBPAC) and the Paratransit Coordinating Council (PCC).
<b>Recommendation</b>	Information Only.
<b>Financial Implications</b>	No TRANSPAC financial implications.
<b>Options</b>	
<b>Attachment(s)</b>	

### Background

Contra Costa Transportation Authority (CCTA) is seeking to fill at-large (i.e., countywide citizen) vacancies on three committees to be appointed by the CCTA Board. Committees include the Citizens Advisory Committee (CAC), Countywide Bicycle and Pedestrian Advisory Committee (CBPAC) and the Paratransit Coordinating Council (PCC). Committee information and links to application forms are included below.

**Citizens Advisory Committee (CAC)** – three at-large (i.e., countywide) citizens.

### [CAC Information - Application Form](#)

**Countywide Bicycle and Pedestrian Advisory Committee (CBPAC)** – One At-Large (i.e., countywide) citizen member as a resident of Contra Costa County familiar with issues facing people with disabilities and seniors.

### [CBPAC Information - Application Form](#)

**Paratransit Coordinating Council (PCC)** – two West County paratransit riders, three Central County paratransit riders, and one East County paratransit rider to serve on the PCC.

**[PCC Information - Application Form](#)**

It is requested that the TAC distribute vacancy information to citizens and paratransit riders in Contra Costa County. If further information is needed, staff may contact Tarienne Grover, Director, Administrative Services at (925) 256-4722 or via email at [tgrover@ccta.net](mailto:tgrover@ccta.net). Additional staff contacts will be listed on each committee's application.