



# Meeting Notice

1111 Broadway, Suite 800, Oakland, CA 94607

• 510.208.7400

• [www.AlamedaCTC.org](http://www.AlamedaCTC.org)

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Mayor Pauline Cutter

**City of Union City**  
Mayor Carol Dutra-Vernaci

**Executive Director**  
Arthur L. Dao

## Programs and Projects Committee

**Monday, February 9, 2015, 12:00 p.m.**  
**1111 Broadway, Suite 800**  
**Oakland, CA 94607**

### Mission Statement

The mission of the Alameda County Transportation Commission (Alameda CTC) is to plan, fund, and deliver transportation programs and projects that expand access and improve mobility to foster a vibrant and livable Alameda County.

### Public Comments

Public comments are limited to 3 minutes. Items not on the agenda are covered during the Public Comment section of the meeting, and items specific to an agenda item are covered during that agenda item discussion. If you wish to make a comment, fill out a speaker card, hand it to the clerk of the Commission, and wait until the chair calls your name. When you are summoned, come to the microphone and give your name and comment.

### Recording of Public Meetings

The executive director or designee may designate one or more locations from which members of the public may broadcast, photograph, video record, or tape record open and public meetings without causing a distraction. If the Commission or any committee reasonably finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities must be discontinued or restricted as determined by the Commission or such committee (CA Government Code Sections 54953.5-54953.6).

### Reminder

Please turn off your cell phones during the meeting. Please do not wear scented products so individuals with environmental sensitivities may attend the meeting.

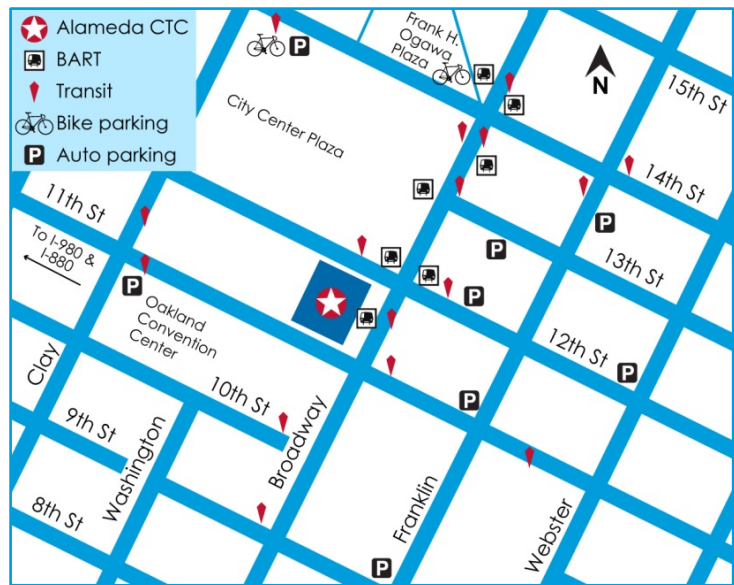
### Glossary of Acronyms

A glossary that includes frequently used acronyms is available on the Alameda CTC website at [www.AlamedaCTC.org/app\\_pages/view/8081](http://www.AlamedaCTC.org/app_pages/view/8081).

## Location Map

★ Alameda CTC  
1111 Broadway, Suite 800  
Oakland, CA 94607

Alameda CTC is accessible by multiple transportation modes. The office is conveniently located near the 12th Street/City Center BART station and many AC Transit bus lines. Bicycle parking is available on the street and in the BART station as well as in electronic lockers at 14th Street and Broadway near Frank Ogawa Plaza (requires purchase of key card from bikelink.org).



Garage parking is located beneath City Center, accessible via entrances on 14th Street between 1300 Clay Street and 505 14th Street buildings, or via 11th Street just past Clay Street. To plan your trip to Alameda CTC visit [www.511.org](http://www.511.org).

## Accessibility

Public meetings at Alameda CTC are wheelchair accessible under the Americans with Disabilities Act. Guide and assistance dogs are welcome. Call 510-893-3347 (Voice) or 510-834-6754 (TTD) five days in advance to request a sign-language interpreter.



## Meeting Schedule

The Alameda CTC meeting calendar lists all public meetings and is available at [www.AlamedaCTC.org/events/upcoming/now](http://www.AlamedaCTC.org/events/upcoming/now).

## Paperless Policy

On March 28, 2013, the Alameda CTC Commission approved the implementation of paperless meeting packet distribution. Hard copies are available by request only. Agendas and all accompanying staff reports are available electronically on the Alameda CTC website at [www.AlamedaCTC.org/events/month/now](http://www.AlamedaCTC.org/events/month/now).

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# Programs and Projects Committee Meeting Agenda Monday, February 9, 2015, 12 p.m.

1111 Broadway, Suite 800, Oakland, CA 94607

PH: (510) 208-7400

www.AlamedaCTC.org

**\*Chair:** Vice Mayor Larry Reid, City of Oakland  
**\*Vice Chair:** Mayor Bill Harrison, City of Fremont  
**\*Commissioners:** Ruth Atkin, Laurie Capitelli, Carol Dutra-Vernaci, Luis Freitas, Nate Miley  
**Ex-Officio Members:** Scott Haggerty, Rebecca Kaplan  
**Executive Director:** Arthur L. Dao  
**Clerk:** Vanessa Lee  
**\*These are past committee assignments; new committee membership will be determined by the Commission Chair prior to the March 2015 committee meetings.**

## 1. Pledge of Allegiance

## 2. Roll Call

## 3. Public Comment

## 4. Consent Calendar

Page A/I

### 4.1. [January 12, 2015 PPC Meeting Minutes](#)

1 A

Recommendation: Approve the January 12, 2015 PPC meeting minutes.

### 4.2. [California Transportation Commission January 2015 Meeting Summary](#)

5 I

## 5. Programs and Projects

### 5.1. [Route 84 – Expressway Widening \(624.2\): Cooperative Agreement with California Department of Transportation \(Caltrans\) for Construction of the Project](#)

9 A

Recommendation: Authorize the Executive Director to enter into a Cooperative Agreement with Caltrans for the construction phase of the Route 84 Expressway Widening South Segment project.

### 5.2. [Draft Master Programs Funding Agreement for Measure BB Direct Local Distribution Funds](#)

33 A

Recommendation: Review of Draft Master Programs Funding Agreement.

### 5.3. [Paratransit Program: Revised Funding Formula and Guidelines](#)

49 A

Recommendation: Approve (1) PAPCO-recommended Funding Formula, (2) PAPCO-recommended Implementation Guidelines and (3) a 1-year extension to Cycle 5 Gap Grants.

### 5.4. [Transportation Fund for Clean Air \(TFCA\) FY 2015-16 Expenditure Plan and Resolution](#)

65 A

Recommendation: Approve the TFCA FY 2015-16 Expenditure

Plan and Resolution.

- |      |  |    |   |
|------|--|----|---|
| 5.5. | <a href="#"><u>Alameda County Three Year Project Initiation Document Work Plan</u></a>   | 71 | A |
|      | Recommendation: Approve Three-Year Project Initiation Document (PID) Work Plan for Alameda County.   |    |   |
| 5.6. | <a href="#"><u>CMA TIP Programming Adjustments</u></a>   | 77 | A |
|      | Recommendation: Approve reprogramming \$4.9 million from the \$8 million of CMATIP funding currently programmed for the Infrastructure Bond Projects Backfill (Various Projects) (CMATIP Project No. 0104.4) to five projects.   |    |   |
| 5.7. | <a href="#"><u>Proposition 1B Transit System Safety, Security and Disaster Response Account (TSSSDRA) Funds</u></a>  | 81 | A |
|      | Recommendation: (1) Adopt Resolution No.15-003 which authorizes the execution of Grant Assurance documents for the TSSSDRA Program and appoints the Executive Director or designee as the Alameda CTC's authorized agent, to execute the Grant Assurances, grant applications, funding agreements, reports or any other documents necessary for project funding and TSSSDRA program compliance. (2) Authorize the Executive Director, or his designee, to submit project applications requesting allocations for FY 2014-15 TSSSDRA funds. |    |   |

**6. Committee Member Reports (Verbal)**

**7. Staff Reports (Verbal)**

**8. Adjournment**

**Next Meeting:** March 9, 2015

All items on the agenda are subject to action and/or change by the Commission.



# Programs and Projects Committee Meeting Minutes Monday, January 12, 2015, 12 p.m.

4.1

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## 1. Pledge of Allegiance

## 2. Roll Call

The Clerk conducted a roll call. All members were present with the exception of Commissioner Larry Reid.

Commissioner Scott Donohue was present as an alternate for Commissioner Ruth Atkin.

## 3. Public Comment

There was one public comment by Ken Bukowski.

## 4. Consent Calendar

### 4.1. November 10, 2014 PPC Meeting Minutes

*Commissioner Dutra-Vernaci motioned to approve the Consent Calendar. Commissioner Kaplan seconded the motion. The motion passed unanimously (Reid absent).*

## 5. Programs and Projects

### 5.1. 2014 Measure BB Election Results and Analysis

Tess Lengyel provided the 2014 Measure BB Election Results and Analysis. She stated that the sale tax will be collected beginning April 1, 2015 and will have a 30 year horizon. Tess provided information on the vote outcome by precinct and she provided a comparison of voter outcomes for 2000, 2012 and 2014 election years. Tess covered upcoming efforts to implement Measure BB including investments and innovative solutions, leveraging local funding and the comprehensive investment plan (CIP).

*This item was for information only.*

### 5.2. 2014 Transportation Expenditure Plan Draft Revenue and Commitment Projections

James O'Brien provided an update on the 2014 Transportation Expenditure Plan Draft Revenue and Commitment Projections. He stated that in July 2014, a baseline revenue projection was prepared to support the commitments of \$7.785 billion included in the 2014 TEP. James stated that with passage of Measure BB and the start of transaction and use tax revenue collections on April 1, 2015, an update to the revenue projection was completed. The updated 30-year revenue total is \$8.157 billion with Direct Local Distribution funds accounting for \$4.368 billion. He concluded by stating that the remaining \$3.789 billion will fund specifically named capital projects and other discretionary programs and projects in the 2014 TEP.

*This item was for information only.*

### **5.3. Alameda CTC's Comprehensive Investment Plan Update and Draft Project Selection Criteria**

Tess Lengyel recommended that the committee approve Alameda CTC's Comprehensive Investment Plan Draft Project Selection Criteria. She provided a recap on the actions taken by the commission including approval of the principals, fund estimate and methodology. Tess stated that the CIP's Project Selection Criteria will guide programming and allocation decisions for funds administered by Alameda CTC. She stated that it will also identify transportation funding over a five-year period. The CIP will consist of a two-year allocation plan that will be consistent with the Alameda CTC's budget and a five year programming horizon. Tess reviewed the three funding categories for funding programs, projects and planning and also provided information on the three phases of the selection methodology. Tess concluded by providing information on the draft projects selection criteria and summarized five comments from ACTAC as well as BPAC.

*Commissioner Kaplan moved to approve this item. Commissioner Dutra-Vernaci seconded the motion. The motion passed unanimously ( Reid absent).*

### **5.4. BART Downtown Berkeley Station Project: STIP Amendment**

Vivek Bhat recommended that the Commission approve a STIP Amendment for the BART Downtown Berkeley Station Project and the BART Station Modernization Program and; provide concurrence to amend the State Proposition 1B Program to include the BART Downtown Berkeley Station Project. Vivek stated that the BART Downtown Berkeley Station Project currently has \$3.726 million of STIP funds programmed in FY 16/17; therefore, the funds are not available for allocation until July 1, 2016. This project is currently scheduled to begin construction during the summer of 2015. The BART Station Modernization Program has available State Proposition 1B funds that can be reprogrammed to the BART Downtown Berkeley Station Project for immediate use. Vivek stated that BART has requested an amendment to the STIP program to move currently programmed STIP funds from the BART Downtown Berkeley Station Project to the BART Station Modernization Program in order to accommodate timely project delivery.

*Commissioner Capitelli moved to approve this item. Commissioner Kaplan seconded the motion. The motion passed unanimously (Reid absent).*

### **5.5. East Bay Greenway Project: Corridor Planning**

Matt Bromberg recommended that the Commission authorize the release of a Request for Proposal (RFP) for the scoping and environmental phases and; authorize the Executive Director to negotiate a Professional Services Agreement with the top ranked firm for the scoping and environmental phases of the project. He stated that a RFP for professional services to perform scoping and environmental phase activities is expected to be issued in March 2015. Matthew

concluded by stating that staff anticipates returning to the Commission in July 2015 with an award recommendation.

*Commissioner Miley moved to approve this item. Commissioner Freitas seconded the motion. The motion passed unanimously (Reid absent).*

#### **5.6. Various Projects: Time Extension Only Amendments**

Trinity NG recommended that the Commission approve and authorize the Executive Director to execute amendments for requested time extensions in support of the Alameda CTC's Capital Projects and Program delivery commitments. She stated that two agreements have been identified with justifiable needs for a time extension and are recommended for approval. A summary of the agreements was provided.

*Commissioner Miley moved to approve this item. Commissioner Kaplan seconded the motion. The motion passed unanimously (Reid absent).*

#### **5.7. One Bay Area Grant (OBAG) Update and Next Steps**

Stewart Ng presented an update on the One Bay Area Grant. He stated that due to reduced federal revenues, MTC's OBAG Program is facing a funding shortfall of \$32 million region-wide. Stewart stated that in order to minimize the impact of the shortfall and to honor prior funding commitments, MTC has approved adding one additional year, FY 2016-17, to the OBAG Program. For the Alameda CTC, this would effectively provide and maintain the same funding level for the Coordinated Funding Program and eliminate the risk of any loss of federal funds.

*This item is for information only.*

### **7. Committee Members**

There were no committee member reports.

### **8. Staff Reports**

Art Dao stated that the January Commission meeting was scheduled for January 29, 2015.

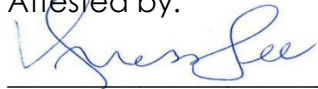
### **9. Adjournment/ Next Meeting**

The next meeting is:

Date/Time: Monday, February 9, 2015 @12:00 p.m.

Location: Alameda CTC Offices, 1111 Broadway, Suite 800, Oakland, CA 94607

Attested by:



Vanessa Lee,  
Clerk of the Commission

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# Memorandum

4.2

1111 Broadway, Suite 800, Oakland, CA 94607

• PH: (510) 208-7400

• www.AlamedaCTC.org

**DATE:** February 2, 2015

**SUBJECT:** California Transportation Commission January 2015 Meeting Summary

**RECOMMENDATION:** Receive an update on the January 2015 CTC Meeting.

## Summary

The January 2015 California Transportation Commission (CTC) meeting was held in Sacramento, CA. Detailed below is a summary of the four agenda items of significance pertaining to Projects/Programs within Alameda County that were considered at the January 2015 CTC meeting.

## Background

The CTC is responsible for programming and allocating funds for the construction of highway, passenger rail, and transit improvements throughout California. The CTC consists of eleven voting members and two non-voting ex-officio members. The San Francisco Bay Area has three CTC members residing in its geographic area: Bob Alvarado, Jim Ghielmetti, and Carl Guardino.

Detailed below is a summary of the four agenda items of significance pertaining to Projects / Programs within Alameda County that were considered at the January 2015 CTC meeting (Attachment A).

### 1. 2016 State Transportation Improvement Program (STIP) Fund Estimate Overview

CTC staff presented an overview of the 2016 STIP Fund Estimate. Over the next several months, the Department of Transportation (Caltrans) will work closely with CTC staff to identify key issues and assumptions, and prepare the 2016 STIP Fund Estimate for adoption in August 2015. The key milestones for the development of the 2016 STIP Fund Estimate are:

- January 2015 – Overview
- March 2015 – Present Draft Assumptions and Key Issues
- May 2015 – Approve Assumptions  
(pending changes to the May Revision of the 2015-16 Governor's Budget)
- June 2015 – Present Draft STIP Fund Estimate
- August 2015 – Adopt STIP Fund Estimate

## **2. Draft 2015 Active Transportation Program (ATP) Fund Estimate**

Caltrans requested the CTC to review and comment on the Draft 2015 Active Transportation Program (ATP) Fund Estimate. The Department will work with Commission staff to implement any changes prior to the scheduled adoption of the ATP Fund Estimate on March 25, 2015.

The ATP, as articulated in SB 99 and AB 101, was signed into law on September 26, 2013. It replaced the existing system of small-dedicated grant programs, which funded Safe Routes to Schools, bicycle programs, and Recreational Trails. The ATP Cycle 2 divides approximately \$120 million for active transportation projects between the state and regions, subject to 2015 guidelines. The intent of combining this funding is to improve flexibility and reduce the administrative burden of having several small independent grant programs.

*Outcome: Approximately \$10 million ATP funds are estimated to be available for MTC Region; Alameda County share will be determined through MTC's Regional process.*

## **3. Draft Environmental Impact Report / Environmental Assessment for I-680 NB HOV / Express Lane Project**

CTC approved staff recommendation and made no comments relative to the alternatives or environmental impacts addressed in the Draft Environmental Impact Report Environmental Assessment (DEIR/EA) for the I-680 NB HOV/ Express Lane project.

*Outcome: Final project and environmental approval is expected in fall 2015.*

## **4. Active Transportation Program / East Bay Greenway Project**

CTC approved allocation of \$2.6 million ATP funds for the preliminary engineering phase of the East Bay Greenway project.

*Outcome: Allocation will fund the Preliminary Engineering phase activities for 15-mile East Bay Greenway.*

**Fiscal Impact:** There is no significant fiscal impact to the Alameda CTC budget due to this item. This is information only.

### **Attachments**

- A. January 2015 CTC Meeting summary for Alameda County Project / Programs

### **Staff Contact**

[Stewart Ng](#), Deputy Director of Programming and Projects

[Vivek Bhat](#), Senior Transportation Engineer

**January 2015 CTC Summary for Alameda County Projects/ Programs**

<b>Sponsor</b>	<b>Program / Project</b>	<b>Item Description</b>	<b>CTC Action / Discussion</b>
Caltrans	2016 State Transportation Improvement Program (STIP)	Overview of the 2016 STIP Fund Estimate Assumptions.	Information
Caltrans	2015 Active Transportation Program (ATP)	Review and comment on the Draft 2015 Active Transportation Program (ATP) Fund Estimate.	Information
Alameda CTC	Draft Environmental Impact Report / Environmental Assessment for I-680 NB HOV / Express Lane Project	Approve staff recommendation and provide no comments relative to the alternatives or environmental impacts addressed in the Draft Environmental Impact Report Environmental Assessment (DEIR/EA) for the I-680 NB HOV/ Express Lane project.	Approved
Alameda CTC	2014 Active Transportation Program / East Bay Greenway Project	Approve allocation of \$2.6 Million ATP funds for the preliminary engineering phase of the East Bay Greenway project	Approved

[http://www.catc.ca.gov/meetings/agenda/2015Agenda/2015\\_01/00\\_ETAPdf](http://www.catc.ca.gov/meetings/agenda/2015Agenda/2015_01/00_ETAPdf)

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# Memorandum

5.1

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**DATE:** February 2, 2015

**SUBJECT:** Route 84 Expressway South Segment Project (PN 624.2): Cooperative Agreement with California Department of Transportation (Caltrans) for Construction of the Project

**RECOMMENDATION:** Authorize the Executive Director to enter into a Cooperative Agreement with Caltrans for the construction phase of the Route 84 Expressway South Segment Project.

## Summary

The Route 84 Expressway Project widens the existing two lane highway facility, from Jack London Blvd. to Stanley Blvd. to a six lane facility and Stanley Blvd. to Concannon Blvd. to a four lane limited access controlled facility. This project is being delivered as two construction packages: the North Segment, from Jack London Blvd. to Concannon Blvd. and the South Segment, from Concannon Blvd. to Ruby Hill Drive. Construction of the North Segment (PN 624.1) was completed in June 2014. The South Segment (PN 624.2) is in the final stages of design and right-of-way acquisition with Ready to List (RTL) for construction advertisement in February 2015.

The total construction cost for the South Segment is \$56,005,000 which is funded by the State Transportation Improvement Program (STIP); \$47,030,000 million from the Regional Improvement Program (RIP), and \$8,975,000 of Alameda County Measure B and other local funds (as shown in Table 1). Caltrans will advertise, award, and administer (AAA) the construction of the South Segment. The cooperative agreement is required to move the project forward to construction and will establish roles, responsibilities, and funding obligations between Alameda CTC and Caltrans for the construction phase of the project.

## Background

The Route 84 Expressway Project is part of the Route 84 Transportation Corridor Improvements between Interstate 580 in Livermore and Interstate 680 in Pleasanton/Sunol. This corridor is being improved as a series of projects along the corridor in partnership with Alameda CTC, Caltrans, and the cities of Livermore and Pleasanton.

The Route 84 Expressway Project is being delivered as two construction packages: the North Segment, from Jack London Blvd. to Concannon Blvd. and the South Segment, from Concannon Blvd. to Ruby Hill Drive.

The North Segment, which cost approximately \$36,600,000, widened Route 84 to six lanes from Jack London Blvd. to Stanley Blvd. and to four lanes from Stanley Blvd. to Concannon Blvd. Caltrans advertised, awarded, and administered the construction contract for the North Segment which was recently completed in June 2014.

The South Segment continues the widening of Route 84 from two lanes to four lanes from Concannon Blvd. to Ruby Hill Drive in the City of Livermore. The project is currently in the final stages of design right-of-way acquisition. Significant future milestones are as follows:

- Ready to List (RTL) - February 2015
- Construction Advertisement - April 2015
- Construction Contract Award - July/August 2015
- Construction Complete - October 2017

Similar to the North Segment, Alameda CTC is the implementing agency for preliminary engineering, environmental studies, design, right-of-way acquisition, and utility relocation and Caltrans will advertise, award, and administer (AAA) the construction contract for the South Segment. The total construction cost for the South Segment is \$56,005,000 which is funded by the State Transportation Improvement Program (STIP); \$47,030,000 million from the Regional Improvement Program (RIP), and \$8,975,000 of Alameda County Measure B and other local funds (as shown in Table 1).

**TABLE 1: FUNDING SUMMARY**

<b><u>TABLE 1: FUNDING SUMMARY</u></b>					
			<b>CALTRANS</b>		
<b>SOURCE</b>	<b>FUNDING PARTNER</b>	<b>FUND TYPE</b>	<b>CONST. SUPPORT</b>	<b>CONST. CAPITAL</b>	<b>TOTAL</b>
State	ALAMEDA CTC	RIP *	\$7,550,000	\$39,480,000	\$47,030,000
<b>Local</b>	<b>ALAMEDA CTC</b>	<b>Measure B, Other</b>	<b>\$455,000</b>	<b>\$8,520,000</b>	<b>\$8,975,000</b>
Total			\$8,005,000	\$48,000,000	\$56,005,000

\* This fund type includes federal funds

The proposed Cooperative Agreement, provided as Attachment A, establishes the roles, responsibilities, and funding obligations between Alameda CTC and Caltrans for the construction phase of the project and is required to move the project forward to construction.

Staff recommends that the Commission authorize the Executive Director to enter into the construction phase Cooperative Agreement with Caltrans for the Route 84 Expressway - South Segment Project.

**Fiscal Impact:** The fiscal impact for approving this item is \$8,975,000. The action will authorize the encumbrance of additional project funding for subsequent expenditure. This budget is included in the appropriate project funding plans and has been included in the Alameda CTC Adopted FY 2014-2015 Operating and Capital Program Budget.

### **Attachments**

A. Draft Cooperative Agreement 04-2558

### **Staff Contact**

[Stewart Ng](#), Deputy Director of Programming and Projects

[Susan Chang](#), Project Controls Team

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# DRAFT COOPERATIVE AGREEMENT

This AGREEMENT, effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Alameda County Transportation Commission, a California joint powers authority, referred to hereinafter as ALAMEDA CTC.

## RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.
2. For the purpose of this AGREEMENT, widening and expressway upgrades on Route 84, from Ruby Hill Drive to North of Concannon Boulevard will be referred to hereinafter as PROJECT. This description only serves to identify the PROJECT. The project scope of work is defined in the appropriate authorizing documents for the PROJECT per the Project Development Procedures Manual.
3. All responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as OBLIGATIONS:
  - CONSTRUCTION SUPPORT
  - CONSTRUCTION CAPITAL
4. This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding the PROJECT.
5. The following work associated with this PROJECT has been completed or is in progress:
  - CALTRANS approved the Project Report on September 4, 2008.
  - CALTRANS approved the Negative Declaration pursuant to CEQA and the Finding of No Significant Impact pursuant to NEPA on August 5, 2008.
  - ALAMEDA CTC is developing the Plans, Specifications and Estimate for completion on January 14, 2015 (Cooperative Agreement No. 04-2041).
  - ALAMEDA CTC is developing the R/W Certification for completion on March 18, 2015 (Cooperative Agreement No. 04-2041).
6. In this AGREEMENT capitalized words represent either defined terms or acronyms.
7. PARTNERS hereby set forth the terms, covenants, and conditions of this AGREEMENT, under which they will accomplish OBLIGATIONS.

## **RESPONSIBILITIES**

### **Sponsorship**

8. ALAMEDA CTC is the SPONSOR for 100% of the PROJECT COMPONENTS included in this AGREEMENT.

### **Funding**

9. FUNDING PARTNERS, funding limits, spending limits, billing, and payment details are documented in the FUNDING SUMMARY. The FUNDING SUMMARY is incorporated and made an express part of this AGREEMENT.

PARTNERS will execute a new FUNDING SUMMARY each time the funding, billing and payment details of the PROJECT change. The FUNDING SUMMARY will be executed by a legally authorized representative of the respective PARTNERS. The most current fully executed FUNDING SUMMARY supersedes any previous FUNDING SUMMARY created for this AGREEMENT.

Replacement of the FUNDING SUMMARY will not require an amendment to the body of this AGREEMENT unless the funding changes require it.

10. All costs incurred for WORK except those that are specifically excluded in this AGREEMENT are OBLIGATIONS COSTS. OBLIGATIONS COSTS are to be paid from the funds shown in the FUNDING SUMMARY. Costs that are not OBLIGATIONS COSTS are to be paid by the PARTNER incurring the costs from funds that are outside the scope of this AGREEMENT.

### **Implementing Agency**

11. CALTRANS is IMPLEMENTING AGENCY for CONSTRUCTION.
12. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN.
13. Any PARTNER responsible for completing WORK shall make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT COMPONENT work that may occur under separate agreements.

### **CEQA/NEPA Lead Agency**

14. CALTRANS is the CEQA lead agency for the PROJECT.
15. CALTRANS is the NEPA lead agency for the PROJECT.

### **Environmental Permits, Approvals and Agreements**

16. PARTNERS will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this AGREEMENT.
17. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits where the permits are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
18. The PROJECT requires the following environmental requirements/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
404, US Army Corps Of Engineers
401, Regional Water Quality Control Board
1602, California Department of Fish and Wildlife
Federal Endangered Species Act Consultation

When required as NEPA lead agency, CALTRANS will conduct additional consultation and coordination and obtain, renew, or amend approvals pursuant to the Federal Endangered Species Act, and Essential Fish Habitat, as necessary.

When required as NEPA lead agency, CALTRANS will conduct additional consultation and coordination approvals pursuant to Section 106 of the National Historic Preservation Act, as necessary.

### **Construction**

19. As IMPLEMENTING AGENCY for CONSTRUCTION, CALTRANS is responsible for all CONSTRUCTION SUPPORT WORK except those CONSTRUCTION SUPPORT activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.
20. Physical and legal possession of right of way must be completed prior to construction advertisement, unless PARTNERS mutually agree to other arrangements in writing. Right of way conveyances must be completed prior to OBLIGATION COMPLETION, unless PARTNERS mutually agree to other arrangements in writing.

21. CALTRANS will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, CALTRANS also accepts responsibility to administer the construction contract.
22. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTNERS must agree in writing on a course of action within fifteen (15) working days. If no agreement is reached within fifteen (15) work days the IMPLEMENTING AGENCY shall not award the construction contract.
23. CALTRANS will provide a landscape architect who will be responsible for all landscaping activities within the SHS.
24. CALTRANS will implement changes to the construction contract through Change Orders. PARTNERS will review and concur on all Change Orders over \$25,000 prior to implementing the change.
25. CALTRANS will require the construction contractor to furnish payment and performance bonds naming CALTRANS as obligee and to carry liability insurance in accordance with CALTRANS Standard Specifications.
26. PARTNERS confirm that upon OBLIGATION COMPLETION, no maintenance agreement will be necessary.
27. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right of way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right of way.

### **Schedule**

28. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

### **Additional Provisions**

29. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
30. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.
31. PARTNERS will invite each other to participate in the selection of any consultants who participate in OBLIGATIONS.

32. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the PROJECT COMPONENT WORK.
33. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within twenty-four (24) hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
34. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.

35. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.
36. If HM-1 or HM-2 is found during a PROJECT COMPONENT, IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
37. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to the PROJECT schedule. The cost for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way is not an OBLIGATIONS COST and CALTRANS will pay, or cause to be paid, all costs for HM-1 ACTIVITIES.
38. If HM-1 is found within the PROJECT limits and outside the existing SHS right of way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. ALAMEDA CTC, in concert with the local agency having land use jurisdiction over the parcel(s), will ensure that HM MANAGEMENT ACTIVITIES related to HM-1 are undertaken with minimum impact to PROJECT schedule. The costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the PROJECT limits and outside the existing SHS right of way are not an OBLIGATIONS COST and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

39. If HM-2 is found within the PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
40. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
41. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written monthly progress reports during the implementation of OBLIGATIONS in that component.
42. Any PARTNER that is responsible for completing OBLIGATIONS will accept, reject, compromise, settle, or litigate claims arising from those OBLIGATIONS.
43. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.
44. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
45. If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds, each PARTNER will comply, and will ensure that any party hired to participate in OBLIGATIONS will comply with the federal cost principles of 2 CFR, Part 225, and administrative requirements outlined in 49 CFR, Part 18. These principles and requirements apply to all funding types included in this AGREEMENT.
46. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this AGREEMENT.

PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.

47. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if the PROJECT utilizes federal funds), and ALAMEDA CTC will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTNERS have thirty (30) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

48. If FUNDING PARTNERS fund any part of the PROJECT with state or federal funds, each FUNDING PARTNER will undergo an annual audit in accordance with the Single Audit Act and the federal Office of Management and Budget (OMB) Circular A-133.
49. If the PROJECT expends federal funds, any PARTNER that hires an A&E consultant to perform WORK on any part of the PROJECT will ensure that the procurement of the consultant and the consultant overhead costs are in accordance with Chapter 10 of the *Local Assistance Procedures Manual*.
50. PARTNERS will not incur costs beyond the funding commitments in this AGREEMENT. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, IMPLEMENTING AGENCY will promptly notify SPONSOR.
51. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this AGREEMENT, in order to keep the PROJECT in environmental compliance until WORK resumes.
52. Unless otherwise documented in the FUNDING SUMMARY, all fund types contributed to a PROJECT COMPONENT will be spent proportionately within that PROJECT COMPONENT.
53. Unless otherwise documented in the FUNDING SUMMARY, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
54. If FUNDING PARTNERS fund OBLIGATIONS with American Recovery and Reinvestment Act (ARRA) funds, PARTNERS will adopt the terms, conditions, requirements, and constraints of the American Recovery and Reinvestment Act of 2009.

55. If FUNDING PARTNERS fund OBLIGATIONS with Proposition 1B Bond funds, PARTNERS will meet the requirements of California Government Code Section 8879.20 et al. (Proposition 1 legislation), the governor's Executive Order 2007-S-02-07, and the California Transportation Commission (CTC) program guidelines for the applicable account.

Right of way purchased using Proposition 1B Bond funds will become the property of CALTRANS, and any revenue from the sale of excess lands originally purchased with bond funds will revert to CALTRANS.

56. CALTRANS will administer any federal subvention funds shown in the FUNDING SUMMARY table.
57. The cost of awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS COST.
58. The cost of legal challenges to the environmental process or documentation is an OBLIGATIONS COSTS.
59. The cost of coordinating, obtaining, complying with, implementing, renewing, and amending resource agency permits, agreements, and approvals is an OBLIGATIONS COST.
60. Fines, interest, or penalties levied against a PARTNER are not an OBLIGATIONS COST and will be paid, independent of OBLIGATIONS COST, by the PARTNER whose actions or lack of action caused the levy.
61. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
62. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS COST only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.
- Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this AGREEMENT.
- If ALAMEDA CTC invoices for rates in excess of DPA rates, ALAMEDA CTC will fund the cost difference and reimburse CALTRANS for any overpayment.
63. If CALTRANS reimburses ALAMEDA CTC for any costs later determined to be unallowable, ALAMEDA CTC will reimburse those funds.



64. If there are insufficient funds available in this AGREEMENT to place PROJECT right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTNERS amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

65. If there are insufficient funds in this AGREEMENT to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER accepts responsibility to fund their respective OBLIGATIONS until such time as PARTNERS amend this AGREEMENT.

Each PARTNER may request reimbursement for these costs during the amendment process.

66. After PARTNERS agree that all WORK is complete for a PROJECT COMPONENT, PARTNER(S) will submit a final accounting for all OBLIGATIONS COSTS. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this AGREEMENT.

### **GENERAL CONDITIONS**

67. PARTNERS understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTNER initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.
68. All OBLIGATIONS of CALTRANS under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
69. Neither ALAMEDA CTC nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless ALAMEDA CTC and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

70. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by ALAMEDA CTC, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon ALAMEDA CTC under this AGREEMENT. It is understood and agreed that ALAMEDA CTC, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by ALAMEDA CTC, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
71. PARTNERS do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this AGREEMENT. PARTNERS do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
72. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this AGREEMENT without an amendment to this AGREEMENT.
73. ALAMEDA CTC will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. ALAMEDA CTC waives the provisions of California Civil Code section 1654.

A waiver of a PARTNER's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

74. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
75. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.
76. PARTNERS will first attempt to resolve AGREEMENT disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of ALAMEDA CTC will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this AGREEMENT. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this AGREEMENT or to enforce the provisions of this article including equitable relief.

77. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
78. If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.
79. PARTNERS intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the OBLIGATIONS.
80. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTNERS will amend this AGREEMENT to include completion of those additional tasks.
81. Except as otherwise provided in the AGREEMENT, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
82. When WORK performed on the PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771, PARTNERS shall conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTNERS shall include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts. Work performed by a PARTNER's own employees is exempt from the Labor Code's Prevailing Wage requirements.
83. If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTNERS shall conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. § 276(a).

When applicable, PARTNERS shall include federal prevailing wage requirements in contracts for public work. WORK performed by a PARTNER's employees is exempt from federal prevailing wage requirements.

84. PARTNERS agree to sign a COOPERATIVE AGREEMENT CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

## **DEFINITIONS**

**AGREEMENT** – This agreement including any attachments, exhibits, and amendments.

**ARRA** – The American Recovery and Reinvestment Act of 2009.

**CALTRANS STANDARDS** – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the Project Development Procedures Manual (PDPM) and the CALTRANS *Workplan Standards Guide for the Delivery of Capital Projects* (WSG) [which contains the CALTRANS Work Breakdown Structure (WBS) and was previously known as the WBS Guide] and is available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

**CEQA (California Environmental Quality Act)** – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

**CFR (Code of Federal Regulations)** – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

**CONSTRUCTION** – See PROJECT COMPONENT.

**CONSTRUCTION CAPITAL** – See PROJECT COMPONENT.

**CONSTRUCTION SUPPORT** – See PROJECT COMPONENT.

**COOPERATIVE AGREEMENT CLOSURE STATEMENT** – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this AGREEMENT and in all amendments to this AGREEMENT.

**FHWA** – Federal Highway Administration.

**FHWA STANDARDS** – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at [www.fhwa.dot.gov/topics.htm](http://www.fhwa.dot.gov/topics.htm).

**FUNDING PARTNER** – A PARTNER, designated in the FUNDING SUMMARY that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds it commits in this AGREEMENT.

**FUNDING SUMMARY** – An executed document that names FUNDING PARTNER(S), includes a FUNDING TABLE, SPENDING SUMMARY, deposit amounts, and invoicing and payment methods.

**FUNDING TABLE** – The table that designates funding sources, types of funds, and the PROJECT COMPONENT in which the funds are to be spent. Funds listed on the FUNDING TABLE are “not-to-exceed” amounts for each FUNDING PARTNER.

**GAAP (Generally Accepted Accounting Principles)** – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See <http://www.fasab.gov/accepted.html>.

**HM-1** – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by the PROJECT or not.

**HM-2** – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

**HM MANAGEMENT ACTIVITIES** – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

**IMPLEMENTING AGENCY** – The PARTNER responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

**NEPA (National Environmental Policy Act of 1969)** – This federal act establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

**OBLIGATIONS** – All WORK responsibilities and their associated costs.

**OBLIGATION COMPLETION** – PARTNERS have fulfilled all OBLIGATIONS included in this AGREEMENT and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

**OBLIGATIONS COST(S)** – The cost(s) to complete the responsibilities assigned in this AGREEMENT. Costs that are specifically excluded in this AGREEMENT or that are not incurred in the performance of the responsibilities in this AGREEMENT are not OBLIGATIONS COSTS. OBLIGATIONS COSTS are to be paid from the funds shown in the FUNDING SUMMARY. Costs that are not OBLIGATIONS COSTS are to be paid by the party that incurs the cost from funds that are outside the scope of this AGREEMENT.

**PARTNER** – Any individual signatory party to this AGREEMENT.

**PARTNERS** – The term that collectively references all of the signatory agencies to this AGREEMENT. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other PARTNER.

**PROJECT COMPONENT** – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The work required to deliver the project initiation document for the PROJECT in accordance with CALTRANS STANDARDS.
- **PA&ED (Project Approval and Environmental Document)** – The work required to deliver the project approval and environmental documentation for the PROJECT in accordance with CALTRANS STANDARDS.
- **PS&E (Plans, Specifications, and Estimate)** – The work required to deliver the plans, specifications, and estimate for the PROJECT in accordance with CALTRANS STANDARDS.
- **R/W (Right of Way)** – The project components for the purpose of acquiring real property interests for the PROJECT in accordance with CALTRANS STANDARDS.
  - **R/W (Right of Way) SUPPORT** – The work required to obtain all property interests for the PROJECT.
  - **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for the PROJECT.
- **CONSTRUCTION** – The project components for the purpose of completing the construction of the PROJECT in accordance with CALTRANS STANDARDS.
  - **CONSTRUCTION SUPPORT** – The work required for the administration, acceptance, and final documentation of the construction contract for the PROJECT.
  - **CONSTRUCTION CAPITAL** – The funds for the construction contract.

**PROJECT MANAGEMENT PLAN** – A group of documents used to guide the PROJECT's execution and control throughout that project's lifecycle.

**QMP (Quality Management Plan)** – An integral part of the PROJECT MANAGEMENT PLAN that describes IMPLEMENTING AGENCY's quality policy and how it will be used.

**RESIDENT ENGINEER** – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. The Resident Engineer must be independent of the design engineering company and the construction contractor.

**SHS (State Highway System)** – All highways, right of way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

**SPENDING SUMMARY** – A table that identifies the funds available for expenditure by each PARTNER. The table shows the maximum reimbursable expenditure for each PARTNER in each PROJECT COMPONENT.

**SPONSOR** – Any PARTNER that accepts the responsibility to establish scope of the PROJECT and the obligation to secure financial resources to fund the PROJECT COMPONENTS in this AGREEMENT. SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT COMPONENTS in this AGREEMENT. If this AGREEMENT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

**WORK** – All efforts to complete the OBLIGATIONS included in this AGREEMENT as described by the activities in the CALTRANS Workplan Standards Guide for the Delivery of Capital Projects (WSG).

## **SIGNATURES**

PARTNERS are empowered by California Streets and Highways Code sections 114 and 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

### **STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION**

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Helena (Lenka) Culik-Caro  
Deputy District Director, Design

Certified as to funds:

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Kevin M. Strough  
District Budget Manager

### **ALAMEDA COUNTY TRANSPORTATION COMMISSION**

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Arthur L. Dao  
Executive Director

Recommended for approval:

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Stewart D. Ng  
Deputy Director of Programming and Projects

Reviewed as to budget/financial controls:

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Patricia Reavey  
Director of Finance

Approved as to form and legality:

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Wendel, Rosen, Black and Dean, LLP  
Alameda CTC Legal Counsel



**FUNDING SUMMARY**

FUNDING TABLE						v. 2
		IMPLEMENTING AGENCY →		CALTRANS		
Source	FUNDING PARTNER	Fund Type		CONST. SUPPORT	CONST. CAPITAL	Totals
State	ALAMEDA CTC	RIP *		7,550,000	39,480,000	47,030,000
Local	ALAMEDA CTC	Measure		455,000	8,520,000	8,975,000
		Totals		8,005,000	48,000,000	56,005,000

\* This fund type includes federal funds

SPENDING SUMMARY						v. 21
		CONST. SUPPORT		CONST. CAPITAL	Totals	
Fund Type		CALTRANS	ALAMEDA CTC	CALTRANS		
State Funds						
RIP		7,550,000	0	39,480,000	47,030,000	
Local Funds						
Measure		0	455,000	8,520,000	8,975,000	
Totals		7,550,000	455,000	48,000,000	56,005,000	

**Invoicing and Payment**

1. PARTNERS will invoice for funds where the SPENDING SUMMARY shows that one PARTNER provides funds for use by another PARTNER. PARTNERS will pay invoices within thirty (30) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, ALAMEDA CTC will pay invoices within five (5) calendar days of receipt of invoice.
2. If ALAMEDA CTC has received EFT certification from CALTRANS then ALAMEDA CTC will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
3. CALTRANS will draw from state and federal funds that are provided by ALAMEDA CTC without invoicing ALAMEDA CTC when CALTRANS administers those funds and CALTRANS has been allocated those funds by the CTC and whenever else possible.
4. When a PARTNER is reimbursed for actual costs from funds administered by another PARTNER, invoices will be submitted each month for the prior month's expenditures.

**CONSTRUCTION SUPPORT**

5. No invoicing or reimbursement will occur for the CONSTRUCTION SUPPORT PROJECT COMPONENT.

**CONSTRUCTION CAPITAL**

6. CALTRANS will invoice ALAMEDA CTC for a \$125,000 initial deposit after execution of this AGREEMENT and thirty (30) working days prior to the commencement of CONSTRUCTION CAPITAL expenditures. This deposit represents one (1) month's estimated costs.

Thereafter, CALTRANS will invoice and ALAMEDA CTC will reimburse for actual costs.

**Signatures**

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Issa Bouri  
Regional Project Manager

Date \_\_\_\_\_

\_\_\_\_\_  
District Budget Manager

\_\_\_\_\_  
HQ Accounting

**ALAMEDA COUNTY  
TRANSPORTATION COMMISSION**

\_\_\_\_\_  
Stewart D. Ng  
Deputy Director of Programming and Projects

Date \_\_\_\_\_

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# Memorandum

5.2

1111 Broadway, Suite 800, Oakland, CA 94607

• PH: (510) 208-7400

• www.AlamedaCTC.org

**DATE:** February 2, 2015

**SUBJECT:** Draft Master Programs Funding Agreement for Measure BB Direct Local Distribution Funds

**RECOMMENDATION:** Review of Draft Master Programs Funding Agreement

## Summary

On November 4, 2014, Measure BB was approved, authorizing the extension of the existing transportation sales tax and augmenting it by a half percent to fund projects and programs included in the 2014 Transportation Expenditure Plan (2014 TEP). With the passage of Measure BB, revenue collection will begin April 1, 2015 and it is anticipated funds will be available for distribution by July 2015.

The 2014 TEP includes two types of distributions: direct allocations to recipients as a percentage of net revenues and on a reimbursement basis after work is performed. The draft Master Programs Funding Agreement (MPFA), included as attachment A, delineates only the requirements of the direct allocations. These direct allocations, or Direct Local Distribution (DLD) funds, account for 53.55% of the total net revenues. Projects and Programs managed on a reimbursement basis will be addressed in a separate agreement for those funds.

It is requested that the Commission review and provide input on the draft MPFA which will serve as the contract document to distribute DLD funds authorized by Measure BB. The final MPFA will be presented to the Commission for adoption in May 2015 to enable contract execution and flow of funds as soon as funds are received from the State Board of Equalization.

## Background

On November 4, 2014, Alameda County voters approved Measure BB, authorizing the extension of the existing transportation sales tax and augmenting it by a half percent to fund projects and programs included in the 2014 Transportation Expenditure Plan (2014 TEP). With the passage of Measure BB, revenue collection will begin April 1, 2015 and it is anticipated the first distribution from the BOE will begin in the first quarter of the 2015-16 fiscal year. The 2014 TEP, which guides the expenditures of Measure BB, requires that each fund recipient enter into a Master Funding Agreement with the Alameda CTC to define the roles and responsibilities in spending Measure BB sales tax revenues.

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The 2014 TEP includes two types of distributions: direct allocations to recipients as a percentage of net revenues, and payments made on a reimbursement basis after work is performed. The draft Master Programs Funding Agreement (MPFA), included as attachment A, delineates only the requirements of the direct allocations. Projects and Programs managed on a reimbursement basis will be addressed in a separate master agreement for those funds.

The direct allocations, or Direct Local Distribution (DLD) funds, account for 53.55% of the total net revenues and will fund the four investment categories summarized in Table A.

<b>TABLE A: MEASURE BB DLD INVESTMENT SUMMARY</b>	
<b>Investment Category</b>	<b>Program</b>
Transit: Operations, Maintenance and Safety Program (OMSP)	AC Transit OMSP (18.8%)
	Altamont Commuter Express (ACE) OMSP (1.0%)
	San Francisco Bay Area Rapid Transit (BART) Maintenance OMSP (0.5%)
	San Francisco Bay Area Water Emergency Transportation Authority (WETA) OMSP(0.5%)
	Livermore Amador Valley Transit Authority (LAVTA) OMSP(0.5%)
	Union City Transit OMSP (0.25%)
Affordable Transit for Seniors and People with Disabilities (Paratransit)	City-based and Locally Mandated (3.0%)
	East Bay Paratransit Consortium– AC Transit (4.5%)
	East Bay Paratransit Consortium – BART (1.5%)
Direct Allocation to Cities and County (Local Streets and Roads)	Local streets maintenance and safety program (20.0%)
Bicycle and Pedestrian Infrastructure & Safety	Bicycle and pedestrian direct allocation to cities and Alameda County (3.0%)
Note: Percentages shown represent percentage of the total net revenues.	

The draft MPFA was developed with the following considerations:

1. The 2014 TEP identifies criteria that will require the development of specific policies and procedures to implement. Examples of these criteria include local contracting, performance based measurements, distribution formulas, and geographical equity formulas. To allow for time to develop the necessary policies and procedures, the MPFA will authorize distributions of DLD funding collected from April 1, 2015 through June 30, 2016, unless amended or a new MPFA is executed.

2. The implementation guidelines governing the use of Measure B Direct Local Distribution funds were initially approved by the Commission in December 2011. The current Alameda CTC Implementation Guidelines, which have been subjected to periodic reviews, are generally adequate to address the four investment categories of Measure BB DLD funds until refinements required by Measure BB are incorporated. The specific implementation guidelines relevant to Measure BB and exceptions noted are as follows:
  - a. Bicycle and Pedestrian Implementation Guidelines
  - b. Local Streets and Roads Implementation Guidelines- A minimum of 15% of all funds received for this investment category will be spent on project elements directly benefitting bicyclists and pedestrians.
  - c. Mass Transit Implementation Guidelines
  - d. Special Transportation for Seniors and Disabled Implementation Guidelines
3. Policies – the following policies are currently in place for Measure B DLD and are applicable to Measure BB DLD funds:
  - a. Timely Use of Funds/Reserve Fund Policy: Funds may be reserved for specified periods of time, as defined in each reserve program and will be monitored through the annual compliance audit and reporting process.
  - b. Rescission of Funds Policy: If the requirements of the Timely Use of Funds/Reserve Fund Policy are not met, Alameda CTC may determine that these funds are not needed by the jurisdiction and request the funds be returned, including interest. Unless a request for extension of use is submitted and approved, unallocated funds would be returned to the Alameda CTC and placed into an account out of which funding allocations could be made based upon countywide needs.
  - c. Transportation Purposes Only Policy: Funds are required to be used solely for transportation purposes as defined by the authorizing ballot measures. Any jurisdiction that violates this provision must fully reimburse all misspent net revenues, including interest.
  - d. Non-Substitution of Fund Policy: Recipient shall not use Measure BB funds to replace funds previously provided by general funds for transportation purposes. Measure BB funds must be used to supplement existing revenues used for transportation purposes.
  - e. Fund Exchange Policy: Any fund exchanges made using the Measure BB funds must be made for transportation purposes. Exchange proposals will be considered on a case by case basis.
  - f. Staff Cost Limitations Policy: Direct costs associated with the delivery of programs and projects associated with Measure BB programs, including direct staff and consultant costs, are eligible uses of Measure BB. Indirect costs, including general administrative staff costs, are not allowed to be funded with Measure BB, unless a jurisdiction has an independently audited/approved Indirect Cost Allocation Plan.

It is requested that the Commission review and provide input on the draft MPFA which will serve as the contract document to distribute DLD funds authorized by Measure BB. The final MPFA will be presented for adoption in May 2015 to enable contract execution and flow of funds as soon as funds are received from the California Board of Equalization.

**Fiscal Impact:** There is no fiscal impact at this time.

#### **Attachments**

A. Draft Master Programs Funding Agreement

#### **Staff Contacts**

[Stewart Ng](#), Deputy Director of Programming and Projects

[Trinity Nguyen](#), Sr. Transportation Engineer



**MASTER PROGRAMS FUNDING AGREEMENT**  
**between the**  
**ALAMEDA COUNTY TRANSPORTATION COMMISSION**  
**and the**  
**[insert RECIPIENT]**

This Master Programs Funding Agreement (“AGREEMENT”), effective the 1<sup>st</sup> of April 2015, is entered into by and between the Alameda County Transportation Commission (“ALAMEDA CTC”) and the [insert RECIPIENT] (“RECIPIENT”).

**RECITALS**

A. On November 4, 2014, the voters of Alameda County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq., approved Measure BB, thereby authorizing ALAMEDA CTC to administer the proceeds from the extension of an existing one-half of one percent transaction and use tax scheduled to terminate on March 31, 2022, and the augmentation of the tax by one-half of one percent.

B. The duration of the tax will be 30 years from the initial year of collection, which begins April 1, 2015, with said tax to terminate/expire on March 31, 2045. The tax proceeds will be used to pay for the investments outlined in the 2014 Alameda County Transportation Expenditure Plan (“2014 TEP”), as it may be amended.

C. This AGREEMENT delineates the requirements of the Direct Local Distribution (DLD) funds; funds which are directly allocated to local jurisdictions and transit operators, as authorized by Measure BB and detailed in the 2014 TEP. Discretionary funds identified in the 2014 TEP are not the subject of this AGREEMENT and RECIPIENT will be required to enter into a separate agreement for those funds.

D. The DLD funds will be available for distribution once an agreement is executed with the State Board of Equalization (BOE) and the first revenue payment is received from the BOE.

E. This AGREEMENT was originally approved by the governing body of the ALAMEDA CTC on May 28, 2015.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

**ARTICLE I: FUNDING ALLOCATIONS**

This AGREEMENT authorizes the ALAMEDA CTC to allocate the DLD funds derived from Measure BB as described in the 2014 TEP and summarized in Table A: Measure BB DLD Investment Summary. DLD funds shall be allocated from net revenues after BOE and administration expenses.

<b>TABLE A: MEASURE BB DLD INVESTMENT SUMMARY</b>	
<b>Investment Category</b>	<b>Program</b>
Transit: Operations, Maintenance and Safety Program (OMSP)	AC Transit OMSP
	Altamont Commuter Express (ACE) OMSP
	San Francisco Bay Area Rapid Transit District (BART) Maintenance
	San Francisco Bay Area Water Emergency Transportation Authority (WETA) OMSP
	Livermore Amador Valley Transit Authority (LAVTA) OMSP
	Union City Transit OMSP
Affordable Transit for Seniors and People with Disabilities (Paratransit)	City-based and Locally Mandated
	East Bay Paratransit Consortium– AC Transit
	East Bay Paratransit Consortium - BART
Direct Allocation to Cities and County (Local Streets and Roads)	Local streets maintenance and safety program
Bicycle and Pedestrian Infrastructure & Safety	Bicycle and pedestrian direct allocation to cities and Alameda County

A. **Transit (OMSP) -** ALAMEDA CTC will distribute funds based on set percentages detailed in the 2014 TEP. RECIPIENT's percentage fund distribution, if applicable, is detailed in EXHIBIT A - MEASURE BB DIRECT LOCAL DISTRIBUTION SUMMARY, attached hereto and by this reference made a part of this AGREEMENT.

1. RECIPIENT shall use such funds for maintenance and operations of transit services and may include maintenance of transit services, restoration of service cuts, expansion of transit services, and passenger safety and security.

2. The Transit OMSP funds shall be subject to the requirements for "Measure B Mass Transit Pass-through Funds," as detailed in the ALAMEDA CTC Mass Transit Program Implementation Guidelines, and said guidelines are hereby incorporated into this AGREEMENT by reference.

B. **Affordable Transit for Seniors and People with Disabilities (Paratransit)**

1. City and Local Transit Operator

a. ALAMEDA CTC will distribute funds based on the percentage of the population over age 70 in each of four planning areas for city-based and mandated paratransit services of local bus transit providers. Funds may be further distributed to individual cities within each planning area based on a formula refined by ALAMEDA CTC's Paratransit Advisory and Planning Committee ("PAPCO"). RECIPIENT's initial percentage fund distribution, if applicable, is detailed in Exhibit A subject to change based on changes in annual population.

b. Each planning area is defined in Exhibit B attached hereto and by this reference made a part of this AGREEMENT.

c. RECIPIENT shall use such funds for implementation of locally developed solutions to address the mobility challenges of older adults and people with disabilities.

2. East Bay Paratransit Consortium

a. ALAMEDA CTC will distribute funds based on set percentages detailed in the 2014 TEP. RECIPIENT's percentage fund distribution, if applicable, is detailed in Exhibit A.

b. RECIPIENT shall use such funds towards meeting RECIPIENT's responsibilities under the Americans with Disabilities Act (ADA).

3. The ALAMEDA CTC Paratransit Program Implementation Guidelines provide program eligibility and fund usage guidelines, definitions, additional requirements, and guideline adoption details. Said guidelines are hereby incorporated into this AGREEMENT by reference.

**C. Local Streets and Roads**

1. ALAMEDA CTC will distribute funds pursuant to a formula weighted 50 percent by the population of the jurisdiction within the subarea and 50 percent by the number of road miles within the subarea. RECIPIENT's initial percentage fund distribution, if applicable, is detailed in Exhibit A subject to change based on changes in annual population and road mile projections.

2. RECIPIENT shall spend a minimum of 15% of all funds received on project elements directly benefitting bicyclists and pedestrians.

3. RECIPIENT shall use such funds for any local transportation need based on local priorities, including street maintenance, bicycle and pedestrian projects, bus stops, and traffic calming.

4. Local Streets and Roads funds are subject to the requirements for "Measure B Local Streets and Roads Pass-through Funds" as detailed in the ALAMEDA CTC Local Streets and Roads Program Implementation Guidelines, and said guidelines are hereby incorporated into this AGREEMENT by reference.

**D. Bicycle and Pedestrian Paths and Safety**

1. ALAMEDA CTC will distribute funds pursuant to a formula weighted 100 percent by the jurisdiction's share of the population. RECIPIENT's initial percentage fund distribution, if applicable, is detailed in Exhibit A subject to change based on changes in annual population.

2. RECIPIENT shall use such funds for planning, construction and maintenance of bicycle and pedestrian projects and programs, with focus on high-priority projects described in RECIPIENT's Bicycle and Pedestrian Master Plans.

3. Bicycle and Pedestrian Paths and Safety funds are subject to the requirements for "Measure B Bicycle and Pedestrian Pass-through Funds" as detailed in the ALAMEDA CTC Bicycle and Pedestrian Safety Program Implementation Guidelines, and said guidelines are hereby incorporated into this

AGREEMENT by reference.

## **ARTICLE II: PAYMENTS AND EXPENDITURES**

### **A. ALAMEDA CTC's Duties and Obligations**

1. Within five working days of actual receipt of the monthly Measure BB sales tax revenues from the BOE, ALAMEDA CTC shall remit to the RECIPIENT its designated amount of DLD funds disbursed on a monthly basis by a set formula for distribution.

2. ALAMEDA CTC shall annually update the Measure BB sales tax revenue projections and the resulting funds allocation formulas to reflect the most current population using the California Department of Finance's annual population estimates (Report E-1 published in May) and maintained road mileage from the Department of Transportation as it is made available. ALAMEDA CTC shall use the updated Measure BB program allocation formulas in the allocations beginning July 1 of each new fiscal year, which is from July 1 to June 30 in the State of California. ALAMEDA CTC shall provide an annual projection of Measure BB DLD estimated to be distributed to each RECIPIENT for each investment category RECIPIENT is eligible to receive before the beginning of each new fiscal year.

3. ALAMEDA CTC shall report monthly the amount of Measure BB revenues distributed to RECIPIENT by each investment category for the fiscal year and for the total program to date.

4. ALAMEDA CTC shall provide for an independent annual audit of its financial statements including revenues and expenditures and also the calculation of the allocation formula for distributing Measure BB DLD funds to various recipients and render an annual report to the ALAMEDA CTC Commission within 180 days following the close of the fiscal year. ALAMEDA CTC shall render an annual report on Measure BB funds to the Citizens Watchdog Committee (Independent Watchdog Committee) as soon thereafter as practical.

5. ALAMEDA CTC shall provide timely notice to RECIPIENT prior to conducting an audit of any expenditure made by RECIPIENT to determine whether such expenditures are in compliance with this AGREEMENT and the 2014 TEP.

### **B. RECIPIENT's Duties and Obligations**

1. RECIPIENT shall expend all Measure BB funds distributed to the RECIPIENT in compliance with the 2014 TEP guidelines, including the ALAMEDA CTC Implementation Guidelines, as they may be adopted or amended by ALAMEDA CTC from time to time.

2. RECIPIENT shall set up and maintain an appropriate system of accounts to report on Measure BB funds received. RECIPIENT must account for Measure BB funds, including any interest accrued, separately from any other funds it receives from ALAMEDA CTC. The accounting system shall provide adequate internal controls and audit trails to facilitate an annual compliance audit for the Measure BB funds and the respective usage and application of said funds. ALAMEDA CTC and its representatives, agents and nominees shall have the absolute right at any reasonable time to inspect and copy any accounting records related to such funds, except to the extent specifically prohibited by applicable law.

3. RECIPIENT hereby agrees to and accepts the formulas used in the allocation of Measure BB revenues as reflected in the ballot measure and the 2014 TEP, and agrees to accept and utilize the California Department of Finance Estimates of Population figures (Report E-1, updated each May) and

the maintained road mileage from the Department of Transportation as it is made available for the annual update of the allocation formulas to begin in each new fiscal year.

### ARTICLE III: POLICIES ON USE OF FUNDS

#### A. **Timely Use of Funds Policy**

1. Except for those funds properly placed into a reserve fund pursuant to **Section B** below, all Measure BB funds received by RECIPIENT shall be spent expeditiously, and no unexpended funds are allowed, unless a written request is submitted to the ALAMEDA CTC and approved by the Commission through the annual compliance audit and reporting process.

B. **Reserve Fund Policy:** RECIPIENT may reserve funds for specified periods of time, as defined in each reserve program, which ALAMEDA CTC will monitor through the annual compliance audit and reporting process described in **Article 4**. RECIPIENT may establish the following separate types of reserve funds:

1. **Capital Fund Reserve:** RECIPIENT may establish a specific capital fund reserve to fund specific large capital project(s) that could not otherwise be funded with a single year's worth of Measure BB DLD funds. If a capital fund reserve is established by RECIPIENT, it must be done as part of the Annual Program Compliance Reporting process as defined in Article IV.B.

a. RECIPIENT may collect capital funds during not more than three fiscal years, and shall expend all reserve funds prior to the end of the third fiscal year immediately following the fiscal year during which the reserve was established (e.g., if a reserve is established at any time during fiscal year 2015-2016 (FY 15-16), RECIPIENT may collect reserve funds during some or all of FY 15-16, FY 16-17 and FY 17-18, and must spend the reserve funds prior to the end of FY 18-19).

b. RECIPIENT shall report implementation schedules and funding plans for each proposed project to be funded from the reserve in RECIPIENT's annual program compliance report.

c. RECIPIENT may seek a single one-year extension for a given reserve fund if RECIPIENT demonstrates that unforeseen and extraordinary circumstances have occurred that would justify the extension. RECIPIENT shall submit a request for such an extension in writing to ALAMEDA CTC's executive director. The ALAMEDA CTC Commission, in its sole discretion, will make a determination as to whether to approve or deny the extension request and will notify RECIPIENT of its action in writing.

2. **Operations Fund Reserve:** RECIPIENT may establish and maintain a specific reserve to address operational issues, including fluctuations in revenues, and to help maintain transportation operations. . This fund may not contain more than 50 percent of annual DLD revenues, unless an exception is requested in writing and approved by the ALAMEDA CTC Commission. This fund may be a revolving fund and is not subject to an expenditure timeframe. If an operations fund reserve is established by RECIPIENT, it must be done as part of the Annual Program Compliance Reporting process as defined in Article IV.B.

3. **Undesignated Fund Reserve:** RECIPIENT may establish and maintain a specific reserve for transportation needs over a fiscal year, such as matching funds for grants, project development work, studies for transportation purposes, or contingency funds for a project or program. This fund may not contain more than 10 percent of annual DLD revenues, unless an exception is requested in writing and

approved by the ALAMEDA CTC Commission. If an undesignated fund reserve is established by RECIPIENT, it must be done as part of the Annual Program Compliance Reporting process as defined in Article IV.A.3.

a. RECIPIENT shall report the range of potential uses for the reserve funds in its annual compliance report.

C. **Rescission of Funds Policy:** If RECIPIENT does not meet the timeliness requirements set forth in Section A and B, ALAMEDA CTC may determine the RECIPIENT does not need the unspent funds. In such case, unless the RECIPIENT requests and ALAMEDA CTC approves an extension to the applicable deadline for the Capital Fund Reserve as described in Article III.B.1, RECIPIENT must return unspent funds and all interest earned thereon to ALAMEDA CTC. All such funds returned to ALAMEDA CTC shall be placed into an account for reallocation to the same programmatic type for transportation improvements in the county.

D. **Other Expenditure Restrictions:**

1. **Transportation Purposes Only:** RECIPIENT shall use all Measure BB funds solely for transportation purposes as defined by the authorizing ballot measure. Any jurisdiction that violates this provision must fully reimburse all misspent funds, including all interest that would have been earned thereon.

2. **Non-Substitution of Funds:** RECIPIENT shall use Measure BB funds, pursuant to Public Utilities Code Section 180000 *et seq.*, to supplement and not replace existing property taxes used for transportation purposes.

3. **Fund Exchange:** Any fund exchanges made using Measure BB must be made for transportation purposes. ALAMEDA CTC will consider exchange proposals on a case-by-case basis.

4. **Staff Cost Limitations:** Direct costs associated with the delivery of programs and projects associated with Measure BB programs, including direct staff costs and consultant costs, are eligible uses of Measure BB funds. ALAMEDA CTC does not allow indirect costs, unless the RECIPIENT submits an independently audited/approved Indirect Cost Allocation Plan.

## ARTICLE IV: REPORTING REQUIREMENTS

RECIPIENT shall comply with each of the reporting requirements set forth below. If RECIPIENT fails to comply with one or more of these requirements, ALAMEDA CTC may withhold payment of further Measure BB funds to RECIPIENT until full compliance is achieved.

A. RECIPIENT shall submit to ALAMEDA CTC, on an annual basis and at the RECIPIENT's expense, an independently audited Measure BB financial statements and a compliance opinion of the funds received and used, including plans and reports of expenditures. RECIPIENT shall complete, certify, and provide the annual audited financial statements and compliance opinion to ALAMEDA CTC within 180 days following the close of each fiscal year.

B. RECIPIENT shall, by December 31 of each year, submit to ALAMEDA CTC, at the RECIPIENT's expense, a compliance report on programs and projects on which RECIPIENT expended Measure BB funds. In such report, RECIPIENT shall state how the funds were used and the benefits derived from the funded programs and projects, and establish fund reserves and amounts remaining in reserves and anticipated program and project expenditures. If RECIPIENT's expenditures in a fiscal year are less than the amount received during such year, RECIPIENT shall explain why revenues exceeded expenditures and

RECIPIENT's provide an implementation plan for the unexpended fund balances.

C. To be eligible for receipt of Local Streets and Roads funds, RECIPIENT shall provide ALAMEDA CTC with the certified number of maintained road miles within RECIPIENT's jurisdiction, which shall be consistent with the miles reported to state and federal agencies. RECIPIENT shall provide ALAMEDA CTC with the annual certified number of maintained road miles each fiscal year even if the number of miles for the fiscal year did not change. Road miles reported through the Department of Transportation shall be used in the updated Measure BB sales tax revenue allocation formula for distributing Measure BB funds and the new mileage shall be reflected in the distributions that start on July 1 of each new fiscal year.

D. RECIPIENT shall install or mount signage, such as those identified on the ALAMEDA CTC website ([http://www.alamedactc.org/app\\_pages/view/5269](http://www.alamedactc.org/app_pages/view/5269)), adjacent to Measure BB funded construction projects and on vehicles funded with Measure BB funds (e.g., RECIPIENT and ALAMEDA CTC logos; "Your Transportation Tax Dollars Help Fund the Operation of This Vehicle!") where practical, so Alameda County taxpayers are informed as to how RECIPIENT is using Measure BB funds. RECIPIENT shall include a description of signage and number of signs posted in the annual compliance report submitted to ALAMEDA CTC.

E. RECIPIENT shall provide current and accurate information on RECIPIENT's website, to inform the public on how RECIPIENT is using Measure BB funds, and shall also provide a link to ALAMEDA CTC's website.

F. RECIPIENT shall, at least annually, publish an article highlighting a project or program in which RECIPIENT has used Measure BB funds.

G. RECIPIENT shall actively participate in a Public Awareness Program, in partnership with ALAMEDA CTC and/or its community advisory committees, as a means of ensuring that the public has access to and has the ability to know which projects and programs are funded through Measure BB.

H. RECIPIENT shall make its administrative officer or designated staff available on request from ALAMEDA CTC to render a report or answer any and all inquiries in regards to RECIPIENT's receipt, usage, and compliance audit findings of its funds before ALAMEDA CTC's governing board and/or the Citizens Watchdog Committee (Independent Watchdog Committee) or community advisory committees, as applicable.

I. RECIPIENT agrees that ALAMEDA CTC may review and/or evaluate the project(s) or program(s) funded pursuant to this AGREEMENT. This may include visits by representatives, agents or nominees of ALAMEDA CTC to observe RECIPIENT's project or program operations, to review project or program data and financial records, and to discuss the project with RECIPIENT's staff or governing board.

## ARTICLE V: OTHER PROVISIONS

A. **Indemnity by RECIPIENT.** Neither ALAMEDA CTC, nor its governing body, elected officials, any officer, consultant, agent, or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by RECIPIENT in connection with Measure BB funds distributed to RECIPIENT pursuant to this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, RECIPIENT shall fully defend, indemnify and hold harmless ALAMEDA CTC, its governing body, and all its officers, agents, and employees, from any liability imposed on ALAMEDA CTC for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by RECIPIENT in connection with Measure BB funds distributed to RECIPIENT pursuant to this AGREEMENT.

B. **Indemnity by ALAMEDA CTC.** Neither RECIPIENT, nor its governing body, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by ALAMEDA CTC under or in connection with any work, authority or jurisdiction delegated to ALAMEDA CTC under this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, ALAMEDA CTC shall fully defend, indemnify, and hold harmless RECIPIENT, and its governing body, elected officials, all its officers, agents, and employees from any liability imposed on RECIPIENT for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by ALAMEDA CTC under or in connection with any work, authority or jurisdiction delegated to ALAMEDA CTC under this AGREEMENT.

C. **Jurisdiction and Venue:** The laws of the State of California will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. All legal actions arising out of this AGREEMENT shall be brought in a court of competent jurisdiction in Alameda County, California and the parties hereto hereby waive inconvenience of forum as an objection or defense to such venue.

D. **Attorneys' Fees:** Should it become necessary to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to recover reasonable expenses and attorneys' fees from the other party.

E. **Term:** The term of this AGREEMENT shall be from April 1, 2015 to June 30, 2016, unless amended or a new Master Programs Funding Agreement is executed with RECIPIENT, whichever date is earlier.

F. **Severability:** If any provision of this AGREEMENT is found by a court of competent jurisdiction or, if applicable, an arbitrator, to be unenforceable, such provision shall not affect the other provisions of the AGREEMENT, but such unenforceable provisions shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this AGREEMENT.

G. **Modification:** This AGREEMENT, and its Exhibits, as well as the referenced ALAMEDA CTC Implementation Guidelines, constitutes the entire AGREEMENT. This AGREEMENT may only be changed by a written amendment executed by both parties. Notwithstanding the foregoing, the Implementation Guidelines may be changed from time to time by ALAMEDA CTC.

[Signatures on next page]



**IN WITNESS WHEREOF**, the parties have executed this AGREEMENT by their duly authorized officers as of the date first written below.

\_\_\_\_\_ (RECIPIENT)

**ALAMEDA COUNTY TRANSPORTATION  
COMMISSION (ALAMEDA CTC)**

By:

\_\_\_\_\_  
Name Date  
Title

By:

\_\_\_\_\_  
Arthur L. Dao Date  
Executive Director

Recommended

By:

\_\_\_\_\_  
Name Date  
Title

By:

\_\_\_\_\_  
Stewart D. Ng Date  
Deputy Director of Programming and  
Projects

Reviewed as to Budget/Financial Controls:

By:

\_\_\_\_\_  
Patricia Reavey Date  
Director of Finance and Administration

Approved as to Legal Form:

By:

\_\_\_\_\_  
Wendel, Rosen, Black & Dean LLP Date  
Legal Counsel to ALAMEDA CTC

EXHIBIT A

MEASURE BB DIRECT LOCAL DISTRIBUTION SUMMARY

Recipient	Investment Category - Program	Recipient's Percentage of Measure BB Total <sup>1</sup>
AC Transit	Paratransit - East Bay Paratransit Consortium	4.50 %
AC Transit	Transit: Operations, Maintenance and Safety Program	18.80 %
ACE	Transit: Operations, Maintenance and Safety Program	1.00 %
Alameda	Bicycle and Pedestrian Infrastructure & Safety	*
Alameda	Paratransit	*
Alameda	Local Streets and Roads	*
Albany	Bicycle and Pedestrian Infrastructure & Safety	*
Albany	Paratransit	*
Albany	Local Streets and Roads	*
BART	Paratransit - East Bay Paratransit Consortium	1.50 %
BART	Transit: Operations, Maintenance and Safety Program	0.50 %
Berkeley	Bicycle and Pedestrian Infrastructure & Safety	*
Berkeley	Paratransit	*
Berkeley	Local Streets and Roads	*
County of Alameda	Bicycle and Pedestrian Infrastructure & Safety	*
County of Alameda	Local Streets and Roads	*
Dublin	Bicycle and Pedestrian Infrastructure & Safety	*
Dublin	Local Streets and Roads	*
Emeryville	Bicycle and Pedestrian Infrastructure & Safety	*
Emeryville	Paratransit	*
Emeryville	Local Streets and Roads	*
Fremont	Bicycle and Pedestrian Infrastructure & Safety	*
Fremont	Paratransit	*
Fremont	Local Streets and Roads	*
Hayward	Bicycle and Pedestrian Infrastructure & Safety	*
Hayward	Paratransit	*
Hayward	Local Streets and Roads	*
LAVTA	Paratransit	*
LAVTA	Transit: Operations, Maintenance and Safety Program	0.50 %
Livermore	Bicycle and Pedestrian Infrastructure & Safety	*
Livermore	Local Streets and Roads	*
Newark	Bicycle and Pedestrian Infrastructure & Safety	*
Newark	Paratransit	*
Newark	Local Streets and Roads	*
Oakland	Bicycle and Pedestrian Infrastructure & Safety	*
Oakland	Paratransit	*
Oakland	Local Streets and Roads	*
Piedmont	Bicycle and Pedestrian Infrastructure & Safety	*
Piedmont	Local Streets and Roads	*
Pleasanton	Bicycle and Pedestrian Infrastructure & Safety	*
Pleasanton	Paratransit	*
Pleasanton	Local Streets and Roads	*
San Leandro	Bicycle and Pedestrian Infrastructure & Safety	*
San Leandro	Paratransit	*
San Leandro	Local Streets and Roads	*
Union City	Transit: Operations, Maintenance and Safety Program	0.25 %
Union City	Bicycle and Pedestrian Infrastructure & Safety	*
Union City	Paratransit	*
Union City	Local Streets and Roads	*
WETA	Transit: Operations, Maintenance and Safety Program	0.50 %

Note:

1. Pursuant to Article II.A.2, RECIPIENT's percentage may change based upon current annual population and/or road mile projections.

**EXHIBIT B**

**PLANNING AREAS FOR  
CITY AND LOCAL TRANSIT OPERATOR FUNDING  
(PARATRANSIT)**

<b>Planning Area</b>	<b>Description</b>
North County	Cities of Alameda, Albany, Berkeley, Emeryville, Oakland, and Piedmont
Central County <sup>1</sup>	Cities of Hayward and San Leandro, and the unincorporated area of Castro Valley, as well as other unincorporated lands governed by Alameda County in the Central Area.
South County	Cities of Fremont, Newark, Union City, as well as Union City Transit.
East County <sup>2</sup>	Cities of Livermore, Dublin, and Pleasanton, and all unincorporated lands governed by Alameda County in the East Area, and LAVTA.
1. Funding for Livermore and Dublin will be assigned to LAVTA for their ADA-mandated paratransit program. 2. Funding will be assigned to Hayward to serve the unincorporated areas.	

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# Memorandum

5.3

1111 Broadway, Suite 800, Oakland, CA 94607

• PH: (510) 208-7400

• [www.AlamedaCTC.org](http://www.AlamedaCTC.org)

**DATE:** February 2, 2015

**SUBJECT:** Special Transportation for Seniors and People with Disabilities (Paratransit) Program: Revised Funding Formula and Guidelines

**RECOMMENDATION:** Approve (1) PAPCO-recommended Funding Formula, (2) PAPCO-recommended Implementation Guidelines and (3) a 1-year extension to the Cycle 5 Gap Grant Program

## Summary

The 2000 Transportation Expenditure Plan (TEP) allocates 10.45 percent of net revenues to the Special Transportation for Seniors and People with Disabilities (Paratransit) program. The Paratransit Advisory and Planning Committee (PAPCO) provides recommendations to the Commission for items related to Paratransit funding. For FY 2015-16, PAPCO is recommending revisions to both the Paratransit funding formula (Attachment A) and Implementation Guidelines (Attachment B). Additionally, staff recommends a 1-year extension of the Cycle 5 Gap Grant program. The Commission is recommended to approve the following items for the Paratransit program:

- (1) PAPCO-recommended Funding Formula,
- (2) PAPCO-recommended Implementation Guidelines, and
- (3) a 1-year extension to the Cycle 5 Gap Grant program.

Each of these items is detailed further in the memo and related attachments.

## Background

The 2000 Transportation Expenditure Plan (TEP) allocates 10.45 percent of net revenues to the Paratransit program. These revenues fund operations for Americans with Disabilities Act (ADA)-mandated services and city-based paratransit programs. The revenues also fund the Gap Grant program which funds projects intended to reduce the difference in special transportation services available to individuals in different geographic areas of Alameda County.

PAPCO, an all-consumer community advisory committee, provides recommendations to the Commission for items related to Paratransit funding. PAPCO is supported by the Paratransit Technical Advisory Committee (ParaTAC), composed of city and transit operator staff.

## ***Funding Formula***

Through the 2000 TEP, PAPCO is tasked with developing a funding formula for the allocation of Measure B Direct Local Program Distribution (DLD) funding to cities within each of four Alameda County planning areas for Paratransit services. The 2014 TEP allows for this formula to be used for the distribution of Measure BB Paratransit funding. In 2012, the Commission adopted the current funding formula, based on PAPCO's recommendation, for a period of five years, July 1 2012 - June 30, 2017. The formula included the following three factors:

- Seniors age 70-79 (2010 Census);
- Seniors age 80+ (weighted x 1.5); and
- Low-income households earning less than or equal to 30% of Area Median Income (American Community Survey; currently less than \$20,000 annually).

PAPCO's recommendation also included incorporating disability data should it become available before 2017. In November 2014, PAPCO recommended the following updates be made to the Paratransit funding formula for FY 2015-16:

- Add a new disability factor to the formula based on American Community Survey (ACS) data;
- Change the source for the population data used in the formula from the 2010 Census to the ACS;
- Use the same formula for the allocation of both Measure B and Measure BB Paratransit funds within planning areas; and
- Use the same population data source that is used in the funding formula for allocating Measure BB Paratransit DLD funds to the four planning areas (population 70+).

Attachment A summarizes the proposed formula and compares FY 2014-15 Measure B Paratransit DLD funding projections with the current funding formula and FY 2015-16 projections with the proposed funding formula. The FY 2015-16 projections include both Measure B and Measure BB funds. The table shows that within each planning area each city's percentage of funding remains fairly consistent. The last column in the table identifies the overall increase in the projections from FY 2014-15 to 2015-16. Staff recommends the formula for a period of two years, through June 30, 2017.

## ***Implementation Guidelines***

The Implementation Guidelines (Guidelines) for the Paratransit program identify the eligibility requirements for services that can be funded, partially or in their entirety, with Alameda CTC DLD funds and discretionary grant funds. Overall, all programs should be designed to enhance quality of life for seniors and people with disabilities by offering accessible, affordable, and convenient transportation options to reach major medical facilities, grocery stores and other important destinations to meet life needs.

The Guidelines are incorporated by reference into the Alameda CTC's Master Program Funding Agreement (MPFA). The Guidelines were originally adopted by the Commission on December 16, 2011 and minor revisions to the Guidelines were subsequently adopted on January 24, 2013 and January 23, 2014. The revised Guidelines are proposed to replace the referenced Guidelines in the current MPFA starting July 1, 2015 through the effective period of the MPFA. A separate one-year MPFA for Measure BB is under development that will also apply the Guidelines to Measure BB revenues.

The final draft Guidelines are included as Attachment B and reflect the input received to date from both ParaTAC and PAPCO. ParaTAC reviewed and discussed the Guidelines on December 9, 2014 and January 13, 2015. PAPCO reviewed draft revisions to the Guidelines on January 26, 2015. The attached version of the Guidelines will be reviewed at the next Joint PAPCO and ParaTAC meeting on February 23, 2015. Any further recommended changes will be provided at the February 26, 2015 Commission meeting.

The proposed revisions are limited to the City-based programs (non-ADA mandated service) and grant funded programs. Key revisions/clarifications are as follows:

- Capital expenditures in support of the eligible service types are allowable, subject to review by Alameda CTC staff.
- Door-to-Door programs can provide service any five days of the week and do not have to accept reservations on holidays. Additionally, programs may propose trip limitations based on trip purpose due to budgetary constraints, but must submit the proposed limitations to Alameda CTC staff for review prior to implementation. Language has been added to emphasize that the importance of a destination should be determined by the consumer.
- Door-to-Door and Taxi programs can choose to serve people with disabilities under the age of 18, can choose how to determine eligibility due to disability (ADA-mandated eligible or medical form) and have discretion in establishing temporary eligibility.
- Taxi programs should accommodate same-day accessible trips, where possible.
- City-based Specialized Accessible Van programs should prioritize same-day accessible trips, where possible.
- Scholarship/Subsidized Fare programs can subsidize any service eligible for paratransit funding and/or fixed-route transit. Additionally, the limit for household income has been raised to up to 50 percent of Area Median Income (from 30 percent).
- Volunteer Driver programs that provide mileage reimbursement cannot exceed the federal mileage reimbursement rate. Additionally, the eligible escort component of these programs can be used on any service eligible for paratransit funding.

In April 2015, Paratransit DLD recipients will submit FY 2015-16 Paratransit DLD program plans, based on the approved Guidelines, for review by staff and PAPCO. The PAPCO-

reviewed Paratransit plans are scheduled to be brought to the Commission for review in June 2015.

### ***Cycle 5 Gap grants***

The Paratransit Gap Grant program funds projects that are intended to reduce the difference in special transportation services available to individuals in different geographic areas of Alameda County. Gap funds are programmed on a discretionary basis and are recommended by PAPCO. The Cycle 5 Gap Program was approved by the Commission in May 2013. It included a total of \$2.1 million of Gap funds for 12 projects and a two-year funding period, July 1 2013 – June 30, 2015. Due to the recent passage of Measure BB and the development of the Alameda CTC's Comprehensive Investment Plan, staff recommends extending the Cycle 5 Gap program for one year, through June 30, 2016. In March 2015, Cycle 5 project sponsors will be given an opportunity to apply for one-year extensions and a programming recommendation will be developed based on demonstrated funding need, performance and PAPCO's input. A PAPCO-recommended program of projects for the Cycle 5 extension is scheduled to be considered by the Commission in June 2015.

**Fiscal Impact:** There is no fiscal impact at this time. The projects and funding approved for the Cycle 5 extension will be included in the Alameda CTC's FY 2015-16 budget.

### **Attachments**

- A. PAPCO-recommended Funding Formula
- B. PAPCO-recommended Implementation Guidelines
- C. Summary of Cycle 5 Gap Grants

### **Staff Contacts**

[Stewart Ng](#), Deputy Director of Programming and Projects

[Jacki Taylor](#), Program Analyst

[Naomi Armenta](#), Paratransit Coordinator



**Proposed Paratransit Funding Formula:****Factors:**

- 1) Seniors age 70-79
- 2) Seniors age 80+ (weighted at x 1.5)
- 3) Low-income households earning less than or equal to 30% of Area Median Income  
(Currently less than \$20,000 annually)
- 4) Population with a disability, all ages (new factor)

**Data Source:**

The source for all data used in the formula is the American Community Survey (ACS)

**Time Period:**

Two years: July 1, 2015 - June 30, 2017.

City/Location by Planning Area	FY 14-15 Projection <sup>1</sup>	FY 14-15 % of Planning Area Funding	FY 15-16 Projection <sup>1</sup> (MB and MBB \$ with Revised Formula)	FY 15-16 % of Planning Area Funding	FY 15-16 Projected Increase <sup>1</sup>
Alameda	\$165,155	11.2%	\$346,667	11.1%	\$181,512
Albany	\$33,031	2.2%	\$63,383	2.0%	\$30,352
Berkeley	\$268,121	18.2%	\$531,478	17.1%	\$263,357
Emeryville	\$24,035	1.6%	\$57,595	1.8%	\$33,560
<i>Oakland</i>					
<i>Piedmont</i>					
<b>Oakland Total</b>	<b>\$981,767</b>	<b>66.7%</b>	<b>\$2,115,832</b>	<b>67.9%</b>	<b>\$1,134,065</b>
<b>NORTH TOTAL</b>	<b>\$1,472,109</b>	<b>100%</b>	<b>\$3,114,954</b>	<b>100%</b>	<b>\$1,642,845</b>
<i>Hayward</i>					
<i>Ashland</i>					
<i>Cherryland</i>					
<i>Castro Valley</i>					
<i>Fairview</i>					
<i>San Lorenzo</i>					
<b>Hayward Total</b>	<b>\$752,132</b>	<b>72.0%</b>	<b>\$1,542,779</b>	<b>74.9%</b>	<b>\$790,647</b>
<b>San Leandro</b>	<b>\$292,591</b>	<b>28.0%</b>	<b>\$516,795</b>	<b>25.1%</b>	<b>\$224,204</b>
<b>CENTRAL TOTAL</b>	<b>\$1,044,723</b>	<b>100%</b>	<b>\$2,059,574</b>	<b>100%</b>	<b>\$1,014,851</b>
<b>Fremont</b>	<b>\$812,503</b>	<b>64.6%</b>	<b>\$1,336,359</b>	<b>63.3%</b>	<b>\$523,856</b>
<b>Newark</b>	<b>\$161,828</b>	<b>12.9%</b>	<b>\$287,633</b>	<b>13.6%</b>	<b>\$125,805</b>
<b>Union City</b>	<b>\$284,084</b>	<b>22.6%</b>	<b>\$487,318</b>	<b>23.1%</b>	<b>\$203,234</b>
<b>SOUTH TOTAL</b>	<b>\$1,258,415</b>	<b>100%</b>	<b>\$2,111,310</b>	<b>100%</b>	<b>\$852,895</b>
<i>Sunol</i>					
<i>Pleasanton</i>					
<b>Pleasanton Total</b>	<b>\$97,294</b>	<b>39.0%</b>	<b>\$263,273</b>	<b>37.8%</b>	<b>\$165,979</b>
<i>Dublin</i>					
<i>Livermore</i>					
<b>LAVTA Total</b>	<b>\$152,015</b>	<b>61.0%</b>	<b>\$433,005</b>	<b>62.2%</b>	<b>\$280,990</b>
<b>EAST TOTAL</b>	<b>\$249,309</b>	<b>100%</b>	<b>\$696,278</b>	<b>100%</b>	<b>\$446,969</b>

**Notes:**

1. The Measure B and Measure BB amounts shown are estimated projections that were provided to ParaTAC members in January 2015 for informational/planning purposes.

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### **Implementation Guidelines – Special Transportation for Seniors and People with Disabilities Program**

These guidelines lay out the service types that are eligible to be funded with Alameda County Measure B (2000) and Vehicle Registration Fee (VRF, 2010) revenues under the Special Transportation for Seniors and People with Disabilities Program (Paratransit). All programs funded partially or in their entirety through these sources, including ADA-mandated paratransit services, city-based non-mandated programs, and discretionary grant funded projects, must abide by the following requirements for each type of paratransit service.

Fund recipients are able to select which of these service types are most appropriate for their community to meet the needs of seniors and people with disabilities. Overall, all programs should be designed to enhance quality of life for seniors and people with disabilities by offering accessible, affordable, and convenient transportation options to reach major medical facilities, grocery stores and other important travel destinations to meet life needs.

Ultimately, whether a destination is important should be determined by the consumer.

The chart below summarizes the eligible service types and their basic customer experience parameters; this is followed by more detailed descriptions of each.

Service	Timing	Accessibility	Origins/ Destinations	Eligible Population
ADA Paratransit	Pre-scheduled	Accessible	Origin-to-Destination	People with disabilities unable to ride fixed route transit
Door-to-Door Service	Pre-scheduled	Accessible	Origin-to-Destination	People with disabilities unable to ride fixed route transit and seniors
Taxi Subsidy	Same Day	Varies	Origin-to-Destination	Seniors and people with disabilities
Specialized Accessible Van	Pre-scheduled & Same Day	Accessible	Origin-to-Destination	People with disabilities using mobility devices that require lift- or ramp-equipped vehicles
Accessible Shuttles	Fixed Schedule	Accessible	Fixed or Flexed Route	Seniors and people with disabilities
Group Trips	Pre-scheduled	Varies	Round Trip Origin-to-Destination	Seniors and people with disabilities
Volunteer Drivers	Pre-scheduled	Generally Not Accessible	Origin-to-Destination	Vulnerable populations with special needs, e.g. requiring door-through-door service or escort

Service	Timing	Accessibility	Origins/ Destinations	Eligible Population
Mobility Management and/or Travel Training	N/A	N/A	N/A	Seniors and people with disabilities
Scholarship/ Subsidized Fare Programs	N/A	N/A	N/A	Seniors and people with disabilities
Capital Expenditures	N/A	Accessible	N/A	Seniors and people with disabilities

***Note on ADA Mandated Paratransit:*** Programs mandated by the American's with Disabilities Act are implemented and administered according to federal guidelines that may supersede these guidelines; however all ADA-mandated programs funded through Measure B or the VRF are subject to the terms of the Master Programs Funding Agreement.

***Interim Service for Consumers Awaiting ADA Certification:*** At the request of a health care provider, or ADA provider, city-based programs must provide interim service through the programs listed below to consumers awaiting ADA certification. Service must be provided within three business days of receipt of application.

***Note on Capital Expenditures:*** Any capital expenditures within the eligible service categories must be consistent with the objectives of the Alameda CTC Special Transportation for Seniors and Peoples with Disabilities (Paratransit) Program described above and are subject to review by Alameda CTC staff.

City-based Door-to-Door Service Guidelines	
Service Description	<p>City-based door-to-door services provide pre-scheduled, accessible, door-to-door trips. Some programs allow same day reservations on a space-available basis. They provide a similar level of service to mandated ADA services. These services are designed to fill gaps that are not met by ADA-mandated providers and/or relieve ADA-mandated providers of some trips.</p> <p>This service type does not include taxi subsidies which are discussed below.</p>
Eligible Population	<p>Eligible Populations include:</p> <ol style="list-style-type: none"> <li>1. People 18 and above with disabilities who are unable to use fixed route services. Cities may, at their discretion, also provide services to consumers with disabilities under the age of 18, and</li> <li>2. Seniors 80 years or older without proof of a disability. Cities may provide services to consumers who are younger than age 80, but not younger than 70 years old.</li> </ol> <p><i>Cities may continue to offer "grandfathered" eligibility to program registrants below 70 years old who have used the program regularly in FY 11/12, as long as it does not impinge on the City's ability to meet the minimum requirements of the Implementation Guidelines.</i></p> <p><i>Program sponsors may use either ADA eligibility, as established by ADA-mandated providers (incl. East Bay Paratransit, LAVTA, Union City Transit) or the Alameda County City-Based Paratransit Services Medical Statement Form, as proof of disability. Program sponsors may, at their discretion, also offer temporary eligibility due to disability.</i></p>
Time & Days of Service	<p>At a minimum, service must be available any five days per week between the hours of 8 am and 5 pm (excluding holidays).</p> <p>At a minimum, programs must accept reservations between the hours of 9 am and 5 pm Monday – Friday (excluding holidays).</p>
Fare (Cost to Customer)	<p>Fares for pre-scheduled service should not exceed local ADA paratransit fares, but can be lower, and can be equated to distance. Higher fares can be charged for "premium" same-day service.</p>
Other	<p>Door-to-Door programs must demonstrate that they are providing trips at an equal or lower cost than the ADA-mandated provider on a cost per trip and cost per hour basis.</p> <p>Programs may impose per person trip limits to due to budgetary constraints, but any proposed trip limitations that are based on trip purpose must be submitted to Alameda CTC staff for review prior to implementation.</p>

Taxi Subsidy Program Guidelines	
Service Description	<p>Taxis provide curb-to-curb service that can be scheduled on a same-day basis. They charge riders on a distance/time basis using a meter. Taxi subsidy programs allow eligible consumers to use taxis at a reduced fare by reimbursing consumers a percentage of the fare or by providing some fare medium, e.g. scrip or vouchers, which can be used to cover a portion of the fare. These programs are intended for situations when consumers cannot make their trip on a pre-scheduled basis.</p> <p>The availability of accessible taxi cabs varies by geographical area and taxi provider, but programs should expand availability of accessible taxi cabs where possible in order to fulfill requests for same-day accessible trips.</p>
Eligible Population	<p>Eligible Populations include:</p> <ol style="list-style-type: none"> <li>1. People 18 and above with disabilities who are unable to use fixed route services. Cities may, at their discretion, also provide services to consumers with disabilities under the age of 18, and</li> <li>2. Seniors 80 years or older without proof of a disability. Cities may provide services to consumers who are younger than age 80, but not younger than 70 years old.</li> </ol> <p><i>Cities may continue to offer "grandfathered" eligibility to program registrants below 70 years old who have used the program regularly in FY 11/12, as long as it does not impinge on the City's ability to meet the minimum requirements of the Implementation Guidelines.</i></p> <p><i>Program sponsors may use either ADA eligibility, as established by ADA-mandated providers (incl. East Bay Paratransit, LAVTA, Union City Transit) or the Alameda County City-Based Paratransit Services Medical Statement Form, as proof of disability. Program sponsors may, at their discretion, also offer temporary eligibility due to disability.</i></p>
Time & Days of Service	24 hours per day/7 days per week
Fare (Cost to Customer)	<p>Programs must subsidize at least 50% of the taxi fare.</p> <p>Programs can impose a cap on total subsidy per person. This can be accomplished through a maximum subsidy per trip, a limit on the number of vouchers/scrip (or other fare medium) per person, and/or a total monetary subsidy per person per year.</p>

City-based Specialized Accessible Van Service Guidelines	
Service Description	<p>Specialized Accessible van service provides accessible, door-to-door trips on a pre-scheduled or same-day basis. This service category is not intended to be as comprehensive as primary services (i.e. ADA-mandated, City-based Door-to-Door, or Taxi programs), but should be a complementary supplement in communities where critical needs for accessible trips are not being adequately met by the existing primary services. Examples of unmet needs might be a taxi program without accessible vehicles, medical trips for riders with dementia unable to safely take an ADA-mandated trip, or trips outside of the ADA-mandated service area. When possible, a priority for this service should be fulfilling requests for same-day accessible trips.</p> <p>This service may make use of fare mediums such as scrip and vouchers to allow consumers to pay for rides.</p>
Eligible Population	At discretion of program sponsor with local consumer input.
Time & Days of Service	At discretion of program sponsor with local consumer input.
Fare (Cost to Customer)	At discretion of program sponsor with local consumer input.
Other	Specialized Accessible van programs must demonstrate that they are providing trips at an equal or lower cost to the provider than the ADA-mandated provider on a cost per trip and cost per hour basis.

Accessible Shuttle Service Guidelines	
Service Description	<p>Shuttles are accessible vehicles that operate on a fixed, deviated, or flex-fixed route and schedule. They serve common trip origins and destinations visited by eligible consumers, e.g. senior centers, medical facilities, grocery stores, BART and other transit stations, community centers, commercial districts, and post offices.</p> <p>Shuttles should be designed to supplement existing fixed route transit services. Routes should not necessarily be designed for fast travel, but to get as close as possible to destinations of interest, such as going into parking lots or up to the front entrance of a senior living facility. Shuttles are often designed to serve active seniors who do not drive but are not ADA paratransit registrants.</p>
Eligible Population	Shuttles should be designed to appeal to older people, but can be made open to the general public.
Time and Days of Service	At discretion of program sponsor with local consumer input.
Fare (Cost to Customer)	At discretion of program sponsor, but cannot exceed local ADA paratransit fares. Fares may be scaled based on distance.
Cost of Service	By end of the second fiscal year of service, the City's cost per one-way person trip cannot exceed \$20, including transportation and direct administrative costs.
Other	<p>Shuttles are required to coordinate with the local fixed route transit provider. Shuttle routes and schedules should be designed with input from the senior and disabled communities and to ensure effective design, and any new shuttle plan must be submitted to Alameda CTC staff for review prior to implementation.</p> <p>Deviations and flag stops are permitted at discretion of program sponsor.</p>

Group Trips Service Guidelines	
Service Description	Group trips are round-trip rides for pre-scheduled outings, including shopping trips, sporting events, and community health fairs. These trips are specifically designed to serve the needs of seniors and people with disabilities and typically originate from a senior center or housing facility and are generally provided in accessible vans and other vehicle types or combinations thereof.
Eligible Population	At discretion of program sponsor.
Time and Days of Service	Group trips must begin and end on the same day.
Fare (Cost to Customer)	At discretion of program sponsor.
Other	Programs can impose mileage limitations to control program costs.



Volunteer Driver Service Guidelines	
Service Description	<p>Volunteer driver services are pre-scheduled, door-through-door services that are typically not accessible. These programs rely on volunteers to drive eligible consumers for critical trip needs, such as medical trips. This service meets a key mobility gap by serving more vulnerable populations and should complement existing primary services (i.e. ADA-mandated, City-based Door-to-Door, or Taxi).</p> <p>Volunteer driver programs may also have an escort component where volunteers accompany consumers on any service eligible for paratransit funding, when they are unable to travel in a private vehicle.</p>
Eligible Population	At discretion of program sponsor.
Time and Days of Service	At discretion of program sponsor.
Fare (Cost to Customer)	At discretion of program sponsor.
Other	Program sponsors can use funds for administrative purposes and/or to pay for volunteer mileage reimbursement purposes (not to exceed Federal General Services Administration (Privately Owned Vehicle) Mileage Reimbursement Rates) or an equivalent financial incentive for volunteers.

Mobility Management and/or Travel Training Service Guidelines	
Service Description	<p>Mobility management services cover a wide range of activities, such as travel training, escorted companion services, coordinated services, trip planning, and brokerage. Mobility management activities often include education and outreach which play an important role in ensuring that people use the "right" service for each trip, e.g. using EBP from Fremont to Berkeley for an event, using a taxi voucher for a same-day semi-emergency doctor visit, and requesting help from a group trips service for grocery shopping.</p>
Eligible Population	At discretion of program sponsor.
Time and Days of Service	At discretion of program sponsor.
Fare (Cost to Customer)	N/A
Other	For new mobility management and/or travel training programs, to ensure effective program design, a plan with a well-defined set of activities must be submitted to Alameda CTC staff for review prior to implementation.

Scholarship/Subsidized Fare Program Guidelines	
Service Description	Scholarship or Subsidized Fare Programs can subsidize any service eligible for paratransit funding and/or fixed-route transit for customers who are low-income and can demonstrate financial need.
Eligible Population	<p>Subsidies can be offered to low-income consumers with demonstrated financial need who are currently eligible for an Alameda County ADA-mandated or city-based paratransit program.</p> <p>Low income requirements are at discretion of program sponsors, but the requirement for household income should be between 0-50% AMI (area median income).</p>
Time and Days of Service	N/A
Fare (Cost to Customer)	N/A
Other	<p>Program sponsors must describe their low-income requirements and how they will determine and verify eligibility.</p> <p>If program sponsors include subsidized East Bay Paratransit (EBP) tickets in this program, no more than 3% of a program sponsor's Alameda CTC distributed funding may be used for the ticket subsidy.</p> <p>Other services or purposes proposed for scholarship and/or fare subsidy must be submitted to Alameda CTC staff for review prior to implementation.</p>

Meal Delivery Funding Guidelines	
Service Description	Meal Delivery Funding programs provide funding to programs that deliver meals to the homes of individuals who are generally too frail to travel outside to congregate meal sites. Although this provides access to life sustaining needs for seniors and people with disabilities, it is not a direct transportation expense.
Eligible Population	For currently operating programs, at discretion of program sponsor.
Time and Days of Service	For currently operating programs, at discretion of program sponsor.
Fare (Cost to Customer)	For currently operating programs, at discretion of program sponsor.
Other	Currently operating funding programs may continue, but new meal delivery funding programs may not be established.

**Projects approved for Gap Grant Cycle 5, July 1, 2013 - June 30, 2015**

<b>Sponsor</b>	<b>Program/Project Title</b>	<b>Total Cost</b>	<b>Requested Funding</b>	<b>Approved Funding</b>
<b>Countywide/ Multiple Planning Areas</b>				
Bay Area Outreach & Recreation Program	Accessible Group Trip Transportation for Youth and Adults with Disabilities	\$340,200	\$272,000	\$272,000
Center for Independent Living, Inc.	Mobility Matters Project	\$833,560	\$500,000	\$350,000
Alzheimer's Services of the East Bay	Special Transportation Services for Individuals with Dementia (North, Central and South Planning Areas)	\$837,318	\$300,000	\$200,000
<b>North County</b>				
Alzheimer's Services of the East Bay	Special Transportation Services for Individuals with Dementia	\$837,318	\$300,000	\$200,000
City of Emeryville	8-To-Go: A Demand Response, Door to Door Shuttle	\$186,200	\$106,000	\$106,000
Senior Helpline Services	Rides for Seniors	\$231,580	\$220,000	\$150,000
City of Oakland/Department of Human Services	Taxi-Up & Go Project	\$248,468	\$248,468	\$185,000
<b>Central County</b>				
Central County Taxi Program / City of Hayward	Central County Taxi Program	\$144,500	\$52,100	\$52,100
<b>East County</b>				
Senior Support Program of The Tri Valley	Volunteer Assisted Senior Transportation Program	\$165,000	\$150,000	\$150,000
City of Pleasanton	Downtown Route Shuttle (DTR)	\$105,777	\$85,544	\$85,544
<b>South County</b>				
City of Fremont/Human Services Department	Tri-City Mobility Management and Travel Training Program	\$269,982	\$233,982	\$200,000
City of Fremont/Human Services Department	Tri-City Volunteer Driver Programs	\$285,626	\$285,626	\$200,000
City of Fremont/Human Services Department	Tri-City Taxi Voucher Program	\$228,188	\$228,188	\$200,000
	<b>TOTALS</b>	<b>\$3,876,399</b>	<b>\$2,681,908</b>	<b>\$2,150,644</b>

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# Memorandum

5.4

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• PH: (510) 208-7400

• www.AlamedaCTC.org

**DATE:** February 2, 2015

**SUBJECT:** Transportation Fund for Clean Air (TFCA) FY 2015-16 Expenditure Plan Application

**RECOMMENDATION:** Approve Resolution 15-005 regarding the submittal of the TFCA FY 2015-16 Expenditure Plan Application

## Summary

It is recommended the Commission approve Resolution 15-005, regarding the submittal of the FY 2015-16 Transportation Fund for Clean Air (TFCA) County Program Manager Fund Expenditure Plan Application to the Bay Area Air Quality Management District (Air District). The attached Alameda CTC Resolution and TFCA Expenditure Plan Application are due to the Air District by March 3, 2015, prior to a detailed program of projects. For FY 2015-16, the TFCA Expenditure Plan Application includes approximately \$2 million available for projects.

## Background

TFCA funding is generated by a four dollar vehicle registration fee collected by the Bay Area Air Quality Management District (Air District). Projects that result in the reduction of motor vehicle emissions are eligible for TFCA. Eligible projects are to achieve "surplus" emission reductions beyond what is currently required through regulations, ordinances, contracts, or other legally binding obligations. Projects typically funded with TFCA include shuttles, bicycle lanes and lockers, signal timing and trip reduction programs. As the TFCA Program Manager for Alameda County, the Alameda CTC is responsible for programming 40 percent of the four dollar vehicle registration fee that is collected in Alameda County for this program. Five percent of new revenue is set aside for the Alameda CTC's administration of the TFCA program. Per the Alameda CTC TFCA Guidelines, 70 percent of the available funds are to be allocated to the cities/county based on population, with a minimum of \$10,000 to each jurisdiction. The remaining 30 percent of funds are to be allocated to transit-related projects on a discretionary basis.

A jurisdiction may borrow against its projected future share in order to receive more funds in the current year, which can help facilitate the required annual programming of all available funds. Projects proposed for TFCA funding are required to meet the eligibility and cost-effectiveness requirements of the TFCA program.

## FY 2015-16 Revenue

The FY 2015-16 TFCA Expenditure Plan Application establishes the amount of TFCA funds available for FY 2015-16 and is based on the Air District's DMV revenue estimates for the same period. As summarized below, the estimated total amount of funds available for projects is the sum of the new allocation (projected revenue), relinquished funds from completed projects, and earned interest, less five percent of the new projected revenue, which is reserved for the Alameda CTC's administration of the TFCA program.

Estimated new allocation for FY 2015-16:	\$1,985,706.50
Earned interest for calendar year 2014:	\$8,057.98
<u>Relinquished funding, as of 12/31/14:</u>	<u>\$143,872.70</u>
Total available TFCA funding:	\$2,137,637.18
Less 5% for TFCA administration:	- \$99,285.33
<b>Total TFCA funding for projects:</b>	<b>\$2,038,351.85</b>

## Approval Process

The TFCA Expenditure Plan Application is to be signed by the Executive Director and submitted to the Air District by March 3, 2015. Following approval of the application by the Air District Board, the Alameda CTC will have six months to submit a Commission-approved program of eligible projects. Staff is currently reviewing how TFCA funding can be incorporated into the Alameda CTC's Comprehensive Investment Plan (CIP) process. Because all available TFCA funds are required to be programmed annually, if eligible TFCA projects cannot be identified through the CIP a separate call for projects may need to be released in late spring or early summer 2015.

**Fiscal Impact:** This action has no financial impact to the Alameda CTC. TFCA funding is made available by the Air District and will be included in the Alameda CTC's 2015-16 budget.

## Attachments

- A. Alameda CTC Resolution 15-005
- B. FY 2015-16 TFCA Expenditure Plan Application

## Staff Contacts

[Stewart Ng](#), Deputy Director of Programming and Projects

[Jacki Taylor](#), Program Analyst

**ALAMEDA COUNTY TRANSPORTATION COMMISSION  
RESOLUTION 15-005****Commission Chair**

Supervisor Scott Haggerty, District 1

**Commission Vice Chair**Councilmember Rebecca Kaplan,  
City of Oakland**AC Transit**

Director Elsa Ortiz

**Alameda County**Supervisor Richard Valle, District 2  
Supervisor Wilma Chan, District 3  
Supervisor Nate Miley, District 4  
Supervisor Keith Carson, District 5**BART**

Director Thomas Blalock

**City of Alameda**

TBD

**City of Albany**

Vice Mayor Peter Maass

**City of Berkeley**

Councilmember Laurie Capitelli

**City of Dublin**

TBD

**City of Emeryville**

Mayor Ruth Atkin

**City of Fremont**

Mayor Bill Harrison

**City of Hayward**

Mayor Barbara Halliday

**City of Livermore**

Mayor John Marchand

**City of Newark**

Councilmember Luis Freitas

**City of Oakland**

Vice Mayor Larry Reid

**City of Piedmont**

Mayor Margaret Fujioka

**City of Pleasanton**

Mayor Jerry Thorne

**City of San Leandro**

TBD

**City of Union City**

Mayor Carol Dutra-Vernaci

**Executive Director**

Arthur L. Dao

**WHEREAS**, as of July 2010, the Alameda County Transportation Commission ("Alameda CTC") was designated as the overall Program Manager for the Transportation Fund for Clean Air ("TFCA") County Program Manager Fund for Alameda County;

**WHEREAS**, the TFCA Program requires the Program Manager to submit an Expenditure Plan Application for FY 2015/16 TFCA funding to the Bay Area Air Quality Management District ("Air District") by March 3, 2015.

**NOW, THEREFORE BE IT RESOLVED**, that the Alameda CTC Commission will program an estimated \$2,038,351.85 to projects, consistent with the attached FY 2015/16 TFCA County Program Manager Fund Expenditure Plan Application; and

**BE IT FURTHER RESOLVED**, the Alameda CTC Commission will approve a program of projects within six months of the Air District's approval of the Expenditure Plan Application; and

**BE IT FURTHER RESOLVED**, the Alameda CTC Commission authorizes the Executive Director to execute any necessary fund transfer agreements related to this programming with the Air District and project sponsors.

**DULY PASSED AND ADOPTED** by the Alameda CTC at the regular Commission meeting held on Thursday, February 26, 2015 in Oakland, California, by the following vote:

**AYES:****NOES:****ABSTAIN:****ABSENT:****SIGNED:****ATTEST:**\_\_\_\_\_  
Scott Haggerty, Chairperson\_\_\_\_\_  
Vanessa Lee, Clerk of the  
Commission

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## SUMMARY INFORMATION

County Program Manager Agency Name: Alameda County Transportation Commission

Address: 1111 Broadway, Suite 800, Oakland, CA 94607

### PART A: NEW TFCA FUNDS

- |   |         |                       |
|---|---------|-----------------------|
| 1. Estimated FYE 2016 DMV revenues (based on projected CY2014 revenues):                  | Line 1: | <u>\$1,915,247.69</u> |
| 2. Difference between prior-year estimate and actual revenue:                             | Line 2: | <u>\$70,458.50</u>    |
| a. Actual FYE 2014 DMV revenues (based on CY2013):  |         | <u>\$1,894,606.50</u> |
| b. Estimated FYE 2014 DMV revenues (based on CY2013):                                     |         | <u>\$1,824,148.00</u> |
| <i>(‘a’ minus ‘b’ equals Line 2.)</i>   |         |                       |
| 3. Estimated New Allocation (Sum of Lines 1 and 2):                                       | Line 3: | <u>\$1,985,706.50</u> |
| 4. Interest income. List interest earned on TFCA funds in calendar year 2014.             | Line 4: | <u>\$8,057.98</u>     |
| 5. Estimated TFCA funds budgeted for administration: <sup>1</sup>                         | Line 5: | <u>\$99,285.33</u>    |
| <i>(Note: This amount may not exceed 5% of Line 3.)</i>                                   |         |                       |
| 6. Total new TFCA funds available in FYE 2016 for projects and administration             | Line 6: | <u>\$1,993,764.48</u> |
| <i>(Add Lines 3 and 4. These funds are subject to the six-month allocation deadline.)</i> |         |                       |

### PART B: TFCA FUNDS AVAILABLE FOR REPROGRAMMING

- |  |         |                     |
|--|---------|---------------------|
| 7. Total amount from previously funded projects available for reprogramming to other projects. (Enter zero (0) if none.)   | Line 7: | <u>\$143,872.70</u> |
| <i>(Note: Reprogrammed funds originating from pre-2006 projects are not subject to the six-month allocation deadline.)</i> |         |                     |

### PART C: TOTAL AVAILABLE TFCA FUNDS

- |  |         |                       |
|--|---------|-----------------------|
| 8. Total Available TFCA Funds (Sum of Lines 6 and 7)                       | Line 8: | <u>\$2,137,637.18</u> |
| 9. Estimated Total TFCA funds available for projects (Line 8 minus Line 5) | Line 9: | <u>\$2,038,351.85</u> |

I certify that, to the best of my knowledge, the information contained in this application is complete and accurate.

Executive Director Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

## SUMMARY INFORMATION - ADDENDUM

Complete if there are TFCA Funds available for reprogramming.

Project #	Project Sponsor/Grantee	Project Name	\$ TFCA Funds Allocated	\$ TFCA Funds Expended	\$ TFCA Funds Available	Code*
09ALA07	AC Transit	Easy Pass Transit Incentive Program	\$350,000	\$335,702.54	\$14,297.46	
11ALA04	CSUEB	CSUEB -2nd Campus BART Shuttle	\$194,000	\$193,999.21	\$ 0.79	
11ALA06	Fremont	North Fremont Arterial Management	\$256,000	\$171,829.67	\$84,170.33	
11ALA13	Alameda CTC	Alameda County Guaranteed Ride Home (GRH) Program	\$245,000	\$234,095.88	\$10,904.12	
15ALA11	LAVTA	Route 8 Operations	\$66,000	\$55,000	\$11,000.00	Note 1
15ALA12	LAVTA	Route 12 Operations	\$112,000	\$101,500	\$10,500.00	Note 1
15ALA13	LAVTA	Route 15 Operations	\$109,000	\$96,000	\$13,000.00	Note 1

### TOTAL TFCA FUNDS AVAILABLE FOR REPROGRAMMING

**\$143,872.70**

(Enter this amount in Part B, Line 7 of Summary Information form)

\* Enter UB (for projects that were completed under budget) and CP (for cancelled project).

#### Notes:

1. The Board-approved programmed amounts for these three LAVTA projects reflected an extra hour of operations per day above the peak hours eligible for reimbursement by TFCA per the FYE15 TFCA CPM Policies. The initial Board-approved amounts are shown in the "allocated" column and the adjusted programmed amounts are shown in the "expended" column (have yet to be expended). The \$34,500 difference is to be reallocated to FYE 16.



# Memorandum

5.5

1111 Broadway, Suite 800, Oakland, CA 94607

• PH: (510) 208-7400

• www.AlamedaCTC.org

**DATE:** February 2, 2015

**SUBJECT:** Alameda County Three Year Project Initiation Document Work Plan

**RECOMMENDATION:** Approve Three-Year Project Initiation Document (PID) Work Plan for Alameda County.

## Summary

Caltrans has requested the Alameda CTC to update the Three-Year PID Work Plan for Alameda County (FY 2015-16, 2016-17 and 2017-18).

## Background

A Project Study Report / Project Initiation Document (PSR/PID) is a document that details a scope, cost, and schedule of a proposed project and is required to be completed prior to receiving programming in the STIP. Caltrans may act as the lead agency or provide quality assurance / oversight services for projects wherein local agencies act as the lead agency.

Caltrans has requested the Alameda CTC to update the Three-Year PID Work Plan for Alameda County (FY 2015-16, 2016-17 and 2017-18) (Attachment A). Per Caltrans' Non-SHOPP Workload Guidance, any PSR/PID work that needs Caltrans oversight must be listed in this three-year Work Plan.

Similar to prior years, local agencies that wish to complete a PSR/PID document would need to execute a cooperative agreement and reimburse Caltrans for their oversight services. The only exception is if the proposed project is entirely funded using state resources.

In addition to new projects, the FY 2015-16 list also includes projects carried over from FY 2014-15. Project sponsors would be provided an opportunity to re-prioritize projects when this list is revisited in the upcoming fiscal years.

A final list will be transmitted to Caltrans upon approval by the Commission.

**Fiscal Impact:** There is no fiscal impact at this time.

**Attachments:**

- A. Draft Alameda County Three-Year PID Work Plan

**Staff Contact**

[Stewart Ng](#), Deputy Director of Programming and Projects

[Vivek Bhat](#), Senior Transportation Engineer

DRAFT - ALAMEDA COUNTY Three-Year PID Work Plan( FY2015/16, 16/17, 17/18)

Index #	SHA or R (Reimbursement)	Executed Reimbursement Agreement (Y/N)	Agreement Number	Lead/QA/IQA	Route	Begin Postmile	End Postmile	Purpose & Need	Improvement Description	Location	RTP Project Number	Initiation Date (MM/DD/YYYY)	Estimated PID Completion Date (MM/YYYY)	Capital Cost (\$M)	Support Cost (\$M)	Type of PID	Project Sponsor	Implementing Agency
PROPOSED FY 2015/16 WORK PLAN (includes Prior Years)																		
1	Reim	Y	04-2516	IQA	880	30.9	31.5	Bike Ped	Lake Merritt Channel Bicycle Pedestrian Bridge	In Oakland, below I880 between the San Francisco Bay Trail and Laney College	240227	TBD	06/2014	18.0	4.0	PEER	City of Oakland	City of Oakland
2	Reim	N	04-2465	IQA	580	13.5	19.9	Improve traffic operations	BART to Livermore	From Dublin BART Station to Isabel I/C in Livermore	240196	TBD	06/2016	1200.0	360.0	PSR-PDS	BART	BART
3	Reim	N	TBD	IQA	SR-61 SR-77 238 SR-92	Var	Var	Improve bicycle and pedestrian safety and mobility	15-mile Class I bicycle/pedestrian facility generally in BART alignment that crosses various state route facilities	BART alignment from Fruitvale BART to Hayward BART	240347	7/1/2015	06/2016	35.0	10.0	PSR-PDS	ACTC	ACTC
4	Reim	N	TBD	IQA	84 680	18.0	19.0	Improve traffic operations	Improve Interchange for better operations	In Sunol SR-84 at I-680	240062	TBD	06/2016	80.0	10.0	PSR-PDS	ACTC	ACTC
5	Reim	N	TBD	IQA	580	20.0	21.0	Improve traffic operations	I580 /680 Interchange Improvements	Tri Valley	22765	TBD	06/2017	150.0	20.0	PSR-PDS	ACTC	ACTC
6	Reim	N	TBD	IQA	580	39.8	39.8	Bike Ped	Laurel, Mills, Maxwell Park and Seminary (LAMMPS) Active Transportation Project - reconf/signal alt. @ freeway off ramp	MacArthur Blvd. from High street to Richards Road, undercrossing I-580 freeway.	240381	TBD	06/2016	3.6	0.6	PSR-PDS	City of Oakland	City of Oakland

Note: Projects **NOT** Listed in order of Priority

DRAFT - ALAMEDA COUNTY Three-Year PID Work Plan( FY2015/16, 16/17, 17/18)

Index #	SHA or R (Reimbursement)	Executed Reimbursement Agreement (Y/N)	Agreement Number	Lead/QA/IQA	Route	Begin Postmile	End Postmile	Purpose & Need	Improvement Description	Location	RTP Project Number	Initiation Date (MM/DD/YYYY)	Estimated PID Completion Date (MM/YYYY)	Capital Cost (\$M)	Support Cost (\$M)	Type of PID	Project Sponsor	Implementing Agency
PROPOSED FY 2016/17 WORK PLAN																		
7	Reim	N	TBD	IQA	185	0.0	2.9	Streetscape	Streetscape improvement (Phase II)	East 14th St from 162nd Ave to SR-238 O/C	TBD	TBD	06/2017	7.5	1.5	PSR-PDS	Alameda County Public Works Agency	Alameda County Public Works Agency
8	Reim	N	TBD	IQA	185	1.2	3.7	Streetscape	Streetscape improvement (Phase III)	Mission Blvd SR-238 O/C to Hayward City Limits	TBD	TBD	06/2017	6.5	1.5	PSR-PDS	Alameda County Public Works Agency	Alameda County Public Works Agency
9	Reim	N	TBD	IQA	262	0.0	1.1	Improve traffic operations	I-680 I/C Improvement. Rt 262 roadway iprovement, and Rt 262/Warm Sprongs Blvd Intersection Improvement	Rte 262 (Mission Blvd)	230110	TBD	06/2017	10.0	2.0	PSR-PDS	ACTC	ACTC
10	Reim	N	TBD	IQA	580	Var	Var	Improve traffic operations	Castro Valley Local Area Traffic Circulation Imps	Strobridge/Castro Valley	TBD	TBD	06/2017	3.5	1.5	PSR-PDS	Alameda County Public Works Agency	Alameda County Public Works Agency
11	Reim	N	TBD	IQA	238 580 880	Var	Var	Improve traffic operations	Integrated Corridor Mobility (ICM) Program and adaptive ramp metering	Various	230091	TBD	06/2017	12.0	3.0	PSR-PDS	ACTC	ACTC
12	Reim	N	TBD	IQA	80	Var	Var	Improve traffic operations	Conversion of HOV lanes to Express Lanes	SFOBB approach on I-80, I-880 & I-580; SFOBB Direct Connector in Oakland to SR-4;	230656 230657 240741	01/2016	01/2018	70.2	19.7	PSR-PDS	ACTC MTC CCTA	ACTC MTC CCTA

Note: Projects **NOT** Listed in order of Priority



DRAFT - ALAMEDA COUNTY Three-Year PID Work Plan( FY2015/16, 16/17, 17/18)

Index #	SHA or R (Reimbursement)	Executed Reimbursement Agreement (Y/N)	Agreement Number	Lead/QA/IQA	Route	Begin Postmile	End Postmile	Purpose & Need	Improvement Description	Location	RTP Project Number	Initiation Date (MM/DD/YYYY)	Estimated PID Completion Date (MM/YYYY)	Capital Cost (\$M)	Support Cost (\$M)	Type of PID	Project Sponsor	Implementing Agency
PROPOSED FY 2017/18 WORK PLAN																		
13	Reim	N	TBD	IQA	80	3.5	4.0	Improve traffic operations	Widen I-80 Eastbound Powell Street Off-ramp	Emeryville	230108	TBD	06/2018	3.0	1.0	PSR-PDS	City of Emeryville	City of Emeryville
14	Reim	N	TBD	IQA	80	4.6	4.6	Improve multi-modal traffic operations	Reconstruct Ashby Avenue Interchange on I-80	Emeryville	240318	TBD	01/2018	46.3	5.6	PSR-PDS	City of Emeryville	City of Emeryville
15	Reim	N	TBD	IQA	92	R4.9	R5.3	Improve traffic operations	Industrial Blvd I/C reconstruction	Hayward	TBD	TBD	06/2018	4.5	1.5	PSR-PDS	City of Hayward	City of Hayward
16	Reim	N	TBD	IQA	92	R4.1	R4.9	Improve traffic operations	Clawiter I/C modification	Hayward	21093	TBD	06/2018	45.0	7.0	PSR-PDS	City of Hayward	City of Hayward
17	Reim	N	TBD	IQA	238	10.5	11.1	Improve traffic operations	Operational Improvements & Safety	SR-238( Mission Blvd Improvements in the vicinity of the East West Connector Project)	94506	TBD	06/2018	12.0	3.0	PSR-PDS	ACTC	ACTC
18	Reim	N	TBD	IQA	238	16.3	16.7	Improve traffic operations	Widen connector to NB 880	San Leandro	TBD	TBD	06/2018	100.0	22.0	PSR-PDS	ACTC	ACTC
19	Reim	N	TBD	IQA	580	30.9	36.34	Noise Mitigation	Construct Noise Barrier	Along I-580 Between 106th Ave. and Peralta Oaks Ct. - Westbound traffic side	230094	TBD	06/2018	10.0	2.0	NBSSR	City of Oakland	City of Oakland
20	Reim	N	TBD	IQA	580	39.8	40.1	Noise Mitigation	Construct Noise Barrier	Along I-580 between MacArthur Blvd. and Kingsland Place in Oakland	230094	TBD	06/2017	10.0	2.0	NBSSR	City of Oakland	City of Oakland
21	Reim	N	TBD	IQA	580	9.2	10.2	Improve traffic operations	I/C modification	Vasco Rd I/C in Livermore	21100	TBD	06/2018	27.5	5.0	PSR-PDS	City of Livermore	City of Livermore
22	Reim	N	TBD	IQA	580	R29.4	R31.4	Improve traffic operations	Ramp modifications Strobbridge/Castro Valley I/C	Strobbridge/Castro Valley	TBD	TBD	06/2018	20.0	2.0	PSR-PDS	Alameda County Public Works Agency	Alameda County Public Works Agency
23	Reim	N	TBD	IQA	680	R11.0	R21.8	Improve traffic operations	NB and SB HOV/HOT lane from Alcosta Blvd. to SR-84	I-680 between SR-84 Contra Costa County Line	230683	TBD	06/2018	310.0	50.0	PSR-PDS	ACTC	ACTC
24	Reim	N	TBD	IQA	880	14.1	14.8	Improve traffic operations	Industrial Parkway West I/C	Hayward	230053	TBD	06/2018	36.0	5.0	PSR-PDS	City of Hayward	City of Hayward

Note: Projects **NOT** Listed in order of Priority

DRAFT - ALAMEDA COUNTY Three-Year PID Work Plan( FY2015/16, 16/17, 17/18)

Index #	SHA or R (Reimbursement)	Executed Reimbursement Agreement (Y/N)	Agreement Number	Lead/QA/IQA	Route	Begin Postmile	End Postmile	Purpose & Need	Improvement Description	Location	RTP Project Number	Initiation Date (MM/DD/YYYY)	Estimated PID Completion Date (MM/YYYY)	Capital Cost (\$M)	Support Cost (\$M)	Type of PID	Project Sponsor	Implementing Agency
PROPOSED FY 2017/18 WORK PLAN (continued)																		
25	Reim	N	TBD	IQA	880	17.6	18.3	Improve traffic operations	Add I-880 NB & SB auxiliary lanes Paseo Grande St. I/C to Winton I/C	From West A St. I/C to Winton I/C in Hayward	230052	TBD	06/2018	27.5	5.0	PSR-PDS	ACTC	ACTC
26	Reim	N	TBD	IQA	880	13.7	14.5	Improve traffic operations	Add I-880 NB & SB auxiliary lanes Whipple Road to Industrial Pkwy West	From Whipple Road to Industrial pkwy West, Hayward	230054	TBD	06/2018	15.0	4.5	PSR-PDS	ACTC	ACTC
27	Reim	N	TBD	IQA	880	16.7	18.2	Improve traffic operations	Winton I/C reconstruction	Winton Ave. Hayward	230052	TBD	06/2018	34.0	5.0	PSR-PDS	City of Hayward	City of Hayward
28	Reim	N	TBD	IQA	880	13.0	14.2	Improve traffic operations	I-880 / Whipple Road Interchange	Union City	TBD	TBD	06/2018	34.0	5.0	PSR-PDS	Union City/ Hayward	Union City/ Hayward
29	Reim	N	TBD	IQA	880	20.3	25.5	Improve traffic operations	Extend NB HOV /HOT lanes	From Hacienda to north of Washington and north of Washington to Hegenberger in San Leandro & Ala County	230088 240741	07/2016	06/2017	170.0	45.0	PSR-PDS	ACTC MTC	ACTC MTC
30	Reim	N	TBD	IQA	880	20.2	20.8	Improve traffic operations	Washington to Lewelling I/C reconstruction	San Leandro	TBD	TBD	06/2018	34.0	5.0	PSR-PDS	ACTC	ACTC
31	Reim	N	TBD	IQA	880	18.0	18.6	Improve traffic operations	West A St. I/C reconstruction	West A Street, Hayward	230047	TBD	06/2018	22.0	5.0	PSR-PDS	ACTC	ACTC
32	Reim	N	TBD	IQA	880	10.4	13.0	Improve traffic operations	I-880 auxiliary lanes, Dixon Landing to Alvarado-Niles	Fremont, Newark, Union City	TBD	TBD	06/2018	20.0	5.0	PSR-PDS	ACTC Caltrans	ACTC Caltrans
33	SHA	N	TBD	IQA	80	6.3	6.8	Improve traffic operations	I/C reconfiguration	Gilman St I/C in Berkeley -Pedestrian Bridge	21144	TBD	06/2018	8.0	2.2	PSR-PDS	City of Berkeley ACTC	City of Berkeley ACTC
34	Reim	N	TBD	IQA	680	15.3	15.3	Improve traffic operations	I/C reconfiguration	Sunol Boulevard I/C in Pleasanton	TBD	TBD	05/2018	4.5	1.5	PSR-PDS	City of Pleasanton	City of Pleasanton

Note: Projects **NOT** Listed in order of Priority





# Memorandum

5.6

1111 Broadway, Suite 800, Oakland, CA 94607

• PH: (510) 208-7400

• www.AlamedaCTC.org

**DATE:** February 2, 2015

**SUBJECT:** CMATIP Programming Actions

**RECOMMENDATION:** Approve reprogramming \$4.9 million from the \$8 million of CMATIP funding currently programmed for the Infrastructure Bond Projects Backfill (Various Projects) (CMATIP Project No. 0104.4) to five projects.

## Summary

The recommended actions involve reprogramming \$4.9 million from the \$8 million of CMATIP funds currently programmed for the Infrastructure Bond Projects Backfill (Various Projects) (CMATIP Project No. 0104.4) to five projects as follows:

- a. \$1.05 million to the I-880 North Safety and Operational Improvements at 23rd and 29<sup>th</sup> Project (CMATIP Project No. 0101.7);
- b. \$1.75 million to the I-880 Southbound HOV Project (CMATIP Project No. 0102.7);
- c. \$1.40 million to the I-580 Express Lanes – Eastbound & Westbound Projects (project to be added to the CMATIP – CMATIP Project No. TBD pending approval of this item);
- d. \$0.25 million to the I-580 Westbound HOV Project (project to be added to the CMATIP as CMATIP Project No. TBD pending approval of this item); and
- e. \$0.45 million to CMATIP Program-Wide Activities (project to be added to the CMATIP as CMATIP Project No. TBD pending approval of this item).

## Background

The Infrastructure Bond Projects Backfill (Various Projects) (CMATIP Project No. 0104.4) was adopted into the CMATIP with a programmed amount of \$8 million as part of the 2014 STIP Exchange approved on December 5, 2013. At the time the exchange was approved, the specific capital projects to receive the \$8 million had not been identified.

The recommended actions involve three projects currently included in the CMATIP with a combined total CMATIP Programmed Amount of \$24,119,378.

The three projects, and the CMATIP Programmed Amount for each, are shown in Table 1 below.

<b>Table 1: Existing CMATIP Programmed Amounts</b>		
<b>CMATIP Proj. No.</b>	<b>CMATIP Project Title</b>	<b>Current CMATIP Amount</b>
0101.7	I-880 North Safety and Operational Improvements at 23rd and 29th	\$ 3,042,378
0102.7	I-880 SB HOV Project Development (& Landscaping)	\$ 13,077,000
0104.4	Infrastructure Bond Projects Backfill (Various Projects)	\$ 8,000,000
<b>Total (3 Projects)</b>		<b>\$ 24,119,378</b>

Table 2 shows the proposed CMATIP Programmed Amount for each of the three existing CMATIP projects along with three projects being added to the CMATIP (pending approval of this item). The net change in the total CMATIP Programmed Amount for the projects involved is zero.

<b>Table 2: Proposed CMATIP Programmed Amounts</b>		
<b>CMATIP Proj. No.</b>	<b>CMATIP Project Title</b>	<b>Proposed CMATIP Amount</b>
0101.7	I-880 North Safety and Operational Improvements at 23rd and 29th	\$ 4,092,378
0102.7	I-880 SB HOV Project Development (& Landscaping)	\$ 14,827,000
0104.4	Infrastructure Bond Projects Backfill (Various Projects)	\$ 3,100,000
TBD	I-580 Express Lanes - Eastbound & Westbound Projects	\$ 1,400,000
TBD	I-580 Westbound HOV Lane Project	\$ 250,000
TBD	CMATIP Program-Wide Activities	\$ 450,000
<b>Total (6 Projects)</b>		<b>\$ 24,119,378</b>

Once CMATIP funds are programmed to specific projects, they are made available for encumbrance in funding agreements with project sponsors or for eligible costs via contracts and/or staff time for projects implemented directly by the Alameda CTC.

**Fiscal Impact:** The fiscal impact of the recommended actions is the CMATIP funding being made available during the current fiscal year for encumbrance and subsequent expenditure for eligible project expenses for the projects listed in Table 2.

#### **Staff Contact**

[James O'Brien](#), Project Controls Team

[Vivek Bhat](#), Senior Transportation Engineer

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# Memorandum

5.7

1111 Broadway, Suite 800, Oakland, CA 94607

• PH: (510) 208-7400

• www.AlamedaCTC.org

**DATE:** February 2, 2015

**SUBJECT:** Proposition 1B Transit System Safety, Security and Disaster Response Account (TSSSDRA) Funds

**RECOMMENDATION:** (1) Adopt Resolution No. 15-003 which authorizes the execution of Grant Assurance documents for the TSSSDRA Program and appoints the Executive Director or designee as the Alameda CTC's authorized agent, to execute the Grant Assurances, grant applications, funding agreements, reports or any other documents necessary for project funding and TSSSDRA program compliance. (2) Authorize the Executive Director, or his designee, to submit project applications requesting allocations for FY 2014-15 TSSSDRA funds.

## Summary

Section 8879.23 of the California Government Code creates the Highway Safety, Traffic Reduction, Air Quality and Port Security Fund of 2006 (Proposition 1B) in the State Treasury. Section 8879.23(h) directs that \$1 billion be deposited in the Transit System Safety, Security and Disaster Response Account (TSSSDRA). The State Controller's Office has recently released a list of allocations for eligible agencies for the Proposition 1B TSSSDRA program. The Alameda CTC's FY 2014-15 allocation from this program is \$38,826 and will be allocated for the Altamont Commuter Express (ACE) service within Alameda County. The allocations for ACE are made available through the Alameda CTC, whereas agencies such as AC Transit and BART receive their allocations directly.

## Background

Proposition 1B, approved by the voters on November 7, 2006, includes a program of funding in the amount of \$1 billion to be deposited in the Transit System Safety, Security and Disaster Response Account (TSSSDRA). The State Controller's Office has recently released a list of allocations for eligible agencies for the Proposition 1B TSSSDRA program administered by the California Governor's Office of Emergency Services (Cal OES). The Alameda CTC's FY 2014-15 allocation from this program is \$38,826 and will be allocated for the Altamont Commuter Express (ACE) service within Alameda County. The allocations for ACE are made available through the Alameda CTC, whereas agencies such as AC Transit and BART receive their allocations directly.

Eligible project types include transit capital projects that provide increased protection against a security or safety threat and projects that increase the capacity of transit operators to prepare for disaster response transportation systems that can move people, goods, emergency personnel and equipment in the aftermath of a disaster.

The program guidelines released by Cal OES state that "Applications to Cal OES for projects seeking funds pursuant to GC Section 8879.58(a)(2) and 8879.58(a)(3) must be submitted through and approved by the appropriate County transportation commission". Projects submitted for funding will be reviewed and approved in two phases.

#### Phase I

Eligible applicants are required to submit Investment Justifications (IJ) to Cal OES.

#### Phase II

Cal OES shall review the information submitted by project sponsors to determine if projects are compliant with the program requirements. Upon final project approval, sponsors shall be issued a Notice of Project Eligibility (NOPE) letter. The NOPE will include project milestones, audit requirements, program monitoring requirements, reporting requirements and directions to complete the Cal OES Financial Management Forms Workbook (FMFW). Upon receipt of the NOPE the agency has up to six weeks to complete and submit all supporting application documents. The supporting documents include the FMFW, a certified copy of the Alameda CTC Resolution No. 15-003 (Attachment A) and the signed original Grant Assurances (Attachment B).

San Joaquin Regional Rail Commission (SJRRRC) staff has proposed FY 2014-15 funds (\$38,826) be assigned to the ACE Electronic Fare Collection (eTicketing) project. The eTicketing will require registered users and provide a real-time passenger manifest for active trains able to be accessed remotely, in real-time, by both SJRRRC staff, law enforcement, and first responders. SJRRRC had assigned the FY 2012-13 and FY 2013-14 TSSSDRA funds to the eTicketing project.

It is recommended the Commission authorize the Executive Director, or his designee, to submit Investment Justifications and project applications requesting allocations for FY 2014-15 TSSSDRA funds.

**Fiscal Impact:** There is no fiscal impact.

#### **Attachments**

- A. Draft Alameda CTC Resolution No.15-003
- B. Grant Assurances

#### **Staff Contact**

[Stewart Ng](#), Deputy Director of Programming and Projects

[Vivek Bhat](#), Senior Transportation Engineer

**ALAMEDA COUNTY TRANSPORTATION COMMISSION****RESOLUTION # 15-003****Commission Chair**

Supervisor Scott Haggerty, District 1

**Commission Vice Chair**Councilmember Rebecca Kaplan,  
City of Oakland**AC Transit**

Director Elsa Ortiz

**Alameda County**Supervisor Richard Valle, District 2  
Supervisor Wilma Chan, District 3  
Supervisor Nate Miley, District 4  
Supervisor Keith Carson, District 5**BART**

Director Thomas Blalock

**City of Alameda**

TBD

**City of Albany**

Vice Mayor Peter Maass

**City of Berkeley**

Councilmember Laurie Capitelli

**City of Dublin**

TBD

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**City of Fremont**

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Vice Mayor Larry Reid

**City of Piedmont**

Mayor Margaret Fujioka

**City of Pleasanton**

Mayor Jerry Thorne

**City of San Leandro**

TBD

**City of Union City**

Mayor Carol Dutra-Vernaci

**Executive Director**

Arthur L. Dao

**Authorization for Execution of the Grant Assurances Documents for the Transit System Safety, Security & Disaster Response Account Bond Program (FY2014/15 – ACE Electronic Fare Collection Project)**

**WHEREAS**, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 authorizes the issuance of general obligation bonds for specified purposes, including, but not limited to, funding made available for capital projects that provide increased protection against security and safety threats, and for capital expenditures to increase the capacity of transit operators to develop disaster response transportation systems; and

**WHEREAS**, the California Governor's Office of Emergency Services (Cal OES) administers such funds deposited in the Transit System Safety, Security, and Disaster Response Account under the California Transit Security Grant Program (CTSGP ); and

**WHEREAS**, the Alameda County Transportation Commission ("Alameda CTC") is eligible to receive CTSGP funds; and

**WHEREAS**, the Alameda CTC will apply for FY 2014/15 CTSGP funds in an amount up to \$38,826 for the Electronic Fare Collection Project to enhance and expand the functionality and reliability of the San Joaquin Regional Rail Commission's fare collection system; and

**WHEREAS**, Alameda CTC recognizes that it is responsible for compliance with all Cal OES CTSGP grant assurances, and state and federal laws, including, but not limited to, laws governing the use of bond funds; and

**WHEREAS**, Cal OES requires Alameda CTC to complete and submit a Governing Body Resolution for the purposes of identifying agent(s) authorized to act on behalf of Alameda CTC to execute actions necessary to obtain CTSGP funds from Cal OES and ensure continued compliance with Cal OES CTSGP assurances, and state and federal laws.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of the Alameda CTC that the Executive Director, and/or his Designee, is hereby authorized to execute for and on behalf of Alameda CTC, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining financial assistance provided by the California Governor's Office of Emergency Services under the CTSGP.

**DULY PASSED AND ADOPTED** by the Alameda County Transportation Commission at the regular meeting of the Board held on Thursday, February 26, 2015 in Oakland, California, by the following votes:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

SIGNED:

ATTEST:

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Supervisor Scott Haggerty  
Chair

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Vanessa Lee  
Clerk of the Commission



**Transit System Safety, Security and  
Disaster Response Account Program**

Name of Applicant: Alameda County Transportation Commission

Grant Cycle: \_\_\_\_\_ Grant Number: \_\_\_\_\_

Address: 1111 Broadway Suite 800 \_\_\_\_\_

City: OAKLAND State: CA Zip Code: 94607

Telephone: (510) 208-7400 E-Mail: contact@alamedactc.org

As the duly authorized representative of the Applicant, I certify that the Applicant named above:

1. Has the legal authority to apply for CTS GP-CTAF funds, and has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the grant provided by the State of California and administered by the California Governor's Office of Emergency Services (Cal OES).
2. Assures that the grant funds will only be used for allowable, fair, and reasonable costs.
3. Recognizes the importance of accountability for the use of CTS GP-CTAF funds, and will give the State of California generally, and Cal OES in particular, through any representative authorized by Cal OES, access to and the right to examine all paper and electronic records, books, and other documents related to the award.
4. Will establish and maintain a proper accounting system for CTS GP-CTAF funds, in accordance with applicable laws, generally accepted accounting standards, and Cal OES directives.
5. Will provide reports and documentation related to this grant to Cal OES, in accordance with applicable laws and Cal OES grant guidance, including but not limited to: progress reports, closeout documentation, authorized agent forms, governing body resolutions, and other information as may be required by Cal OES.
6. Will initiate and complete approved project work within applicable timeframes, after Cal OES approves the project.
7. Will comply with Standardized Emergency Management System requirements as stated in the California Emergency Services Act (California Gov Code Section 8607 *et seq.*) and Title 19 of the California Code of Regulations, Sections 2445, 2446, 2447, and 2448.
8. Will promptly return to the State of California all funds received which exceed the actual expenditures approved by Cal OES.

9. If the approved amount of the grant is reduced, will promptly return to the State of California funds equal to the amount of this reduction.
10. Will keep CTSGP-CTAF funds in a separate interest bearing account. Any interest that is accrued must be accounted for and used for the project approved by Cal OES.
11. Agrees that equipment acquired or obtained with CTSGP-CTAF funds:
  - a. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant; and
  - b. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan, the California Fire Services and Rescue Mutual Aid Plan, and the State Emergency Plan.
12. Will comply with all applicable federal, state, and local laws, executive orders, regulations, program and administrative requirements, policies, and any other requirements governing this program.
13. Understands that failure to comply with applicable state and federal laws governing general obligation, tax-exempt, and Build America bonds may result in penalties administered by the Internal Revenue Service or a loss of tax-exempt bond status.
14. Will retain records for thirty-five years after notification of grant closeout by the State, and ensure that any subcontractors, subgrantees, or entities to which project responsibilities are transferred, retain records in accordance with state, federal, and local record retention requirements.
15. Grantees and subgrantees will use their own procurement and contracting procedures, which comply with applicable state and local laws and regulations, or with the California Public Contract Code, whichever is more restrictive.
16. Will maintain and abide by procedures to minimize the time between the award of funds and the disbursement of funds.
17. Will abide by Cal OES CTSGP-CTAF guidelines.
18. Will submit to Cal OES a CTSGP-CTAF Program Investment Justification, listing all projects to be funded for the life of the bond, including the amount for each project and the year in which the funds will be requested.

19. Will submit to Cal OES a signed Authorized Agent form designating the representative who can submit documents on behalf of the Applicant and an original, certified copy, or e-signed and verified copy, subject to approval by Cal OES, of the board resolution appointing the Authorized Agent. Should a new agent be authorized by the Applicant's governing board, the Applicant will submit to Cal OES a new, signed Authorized Agent form designating the representative who can submit documents on behalf of the Applicant, and an original, certified copy, or e-signed and verified copy, subject to approval by Cal OES, of the board resolution appointing that Authorized Agent.
20. Will ensure that CTSGP-CTAF funds will be used only for the approved capital project and that this approved project will be completed within applicable timeframes and remain in operation for its useful life, in accordance with state and federal laws, including, but not limited to applicable laws governing the CTSGP-CTAF Program, state general obligation bond laws, and federal laws governing tax-exempt and Build America bonds.
21. Will promptly notify Cal OES of pending litigation, bankruptcy proceedings, and negative audit findings related to the project.
22. Will maintain continuing control over the use of project equipment and facilities, and will maintain project equipment and facilities for the useful life of the project, in accordance with state and federal laws, including, but not limited to the laws governing the CTSGP-CTAF Program, state general obligation bond laws, and federal tax-exempt and Build America bond laws.
23. The project sponsor must notify Cal OES of any changes to the approved project and obtain Cal OES approval to these changes prior to their implementation.
24. Funds must be encumbered and liquidated within the time allowed in the applicable budget act and in accordance with grant guidelines.
25. Understands that all of Applicant's contractors and subcontractors shall comply with all applicable federal, state and local laws. Applicant assures that its contractors and subcontractors will be obligated to agree to comply with all applicable federal, state, and local laws.
26. That any project cost for which the Applicant received funds that is determined by subsequent audit to be unallowable under applicable federal, state, or local laws, are subject to repayment by the Applicant to the State of California. Should the Applicant fail to reimburse the moneys due to the State within thirty (30) days of demand, or within another time period mutually agreed to in writing between Cal OES and the Applicant, the State is authorized to withhold future payments due to the Applicant from the State.
27. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have familial, business, or other ties.

28. Will comply with all California and federal statutes relating to nondiscrimination, including, but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin; and
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; and
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) which prohibits discrimination on the basis of disabilities; and
- d. The Americans with Disabilities Act of 1990 (42 U.S.C. Chapter 126), as amended, which prohibits discrimination on the basis of disabilities; and
- e. The Unruh Civil Rights Act (California Civil Code §54, *et seq.*) and California Government Code §11135, which prohibit discrimination on the basis of disabilities; and
- f. The Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107) which prohibits discrimination on the basis of age; and
- g. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; and
- h. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; and
- i. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records; and
- j. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; and
- k. Any other nondiscrimination provisions in the specific statute(s) under which application for assistance is being made; and
- l. The requirements of any other nondiscrimination statute(s) that may apply to the application or to the Applicant.

29. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

30. Will complete required environmental documentation before requesting an allocation of CTS GP-CTAF funds. The Applicant certifies that projects approved for CTS GP-CTAF funds will comply with all applicable federal and state environmental laws. These may include, but are not limited to:

- a. California Environmental Quality Act. California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Sections 15000-15007; and

- b. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO)11514; and
- c. Notification of violating facilities pursuant to EO 11738; and
- d. Protection of wetlands pursuant to EO 11990; and
- e. Evaluation of flood hazards in floodplains in accordance with EO 11988; and
- f. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 *et seq.*); and
- g. Conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401, *et seq.*); and
- h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and
- i. Protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205); and
- j. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271, *et. seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
- k. Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1, *et seq.*).

31. The Applicant and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency; and
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and where the

applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

32. Will comply with the audit requirements set forth in the Office of Management and Budget (OMB) Circular A-133, "Audit of States, Local Governments and Non-Profit Organizations."

33. Agrees that the noncompliance with these assurances, Cal OES CTSGP-CTAF Program guidelines, and applicable laws, may be taken into consideration by Cal OES when considering future allocation applications from Applicant.

34. Understands that failure to comply with any of the above assurances may result in suspension, reduction, or termination of grant funds.

As the duly authorized representative of the Applicant, I hereby certify that the Applicant will comply with the above certifications.

The undersigned represents that he/she is authorized by the above named Applicant to enter into this agreement for and on behalf of the said Applicant.

Signature of Authorized Agent: \_\_\_\_\_

Printed Name of Authorized Agent: Arthur L. Dao

Title: Executive Director Date: \_\_\_\_\_