



Agenda Date: 03/10/2015

Agenda Item: 3.2

STAFF REPORT

Date: Tuesday, March 10, 2015

To: Bryan H. Montgomery, City Manager

From: Joshua McMurray, Planning Manager

Subject: **Cooperative Funding Agreement between Contra Costa Transportation Authority and the City of Oakley**

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

Background and Summary

The Metropolitan Transportation Commission (MTC), through Resolution 2035 approved on July 23, 2014, allocated \$2.745 million to the Contra Costa Transit Authority (Authority) to fund the Priority Development Areas (PDA) Planning Grant Program in Contra Costa County. The grants were to be made to jurisdictions to provide support in planning for PDAs in areas such as providing housing, jobs, intensified land use, promoting alternative modes of travel to the single occupancy vehicle, and parking management.

The Authority released a call for projects for the PDA Planning Grants on June 3, 2014. The City applied for and was awarded a \$100,000 grant to conduct a Downtown PDA Market Study. The expectation is that the Market Demand Analysis and Land Use and Development Alternatives Study will provide the City vital information relevant to the benefits a potential San Joaquin JPA Station and/or a Tri Delta Transit park and ride lot would bring to the Downtown PDA in terms of economic expansion including new retail/commercial uses as well as job creation. The City is also seeking information regarding the feasibility of TOD near or around such a train station or transit lot. Detailed mapping of potential project sites and TOD opportunity areas will be prepared, as well as a corresponding pro forma analysis that outlines the market feasibility of a transit station and surrounding TOD development.

The lead project team assigned to work with Oakley is Perkins and Will. Perkins and Will is globally recognized planning and design team that has worked on both small and large scale projects of similar scope. Along with Perkins and Will they bring in several highly qualified sub consultants to the team: Fehr and Peers Transportation Planning and EPS Economic and Planning Systems.

CCTA requires that the attached Cooperative Agreement be executed before their Board approves the agreement. The CCTA Board is scheduled to vote on the attached Cooperative Agreement at their March 18, 2015 meeting. Once approved, the project is expected to commence soon thereafter.

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Fiscal Impact

The PDA Planning Grant requires an 11.47% local match (\$13,000). This match can be provided through either staff time or direct financial contributions. The Authority will provide the majority of this match through the funding of the PDA Planning Grant contract managers and assume the remainder would be provided through local staff time.

Recommendation

Staff recommends that the City Council of the City of Oakley approve the attached resolution authorizing the Mayor to sign and enter into the Cooperative Agreement.

Attachments

1. Draft Resolution
2. Proposed Cooperative Agreement

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RESOLUTION NO. XX-15

A RESOLUTION OF THE CITY OF OAKLEY CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN THE COOPERATIVE FUNDING AGREEMENT BETWEEN THE CONTRA COSTA TRANSPORTATION AUTHORITY AND THE CITY OF OAKLEY

FINDINGS

WHEREAS, the City of Oakley has been awarded, though the Contra Costa Transportation Authority, a PDA Planning Grant, and

WHEREAS, the PDA Planning Grant will be used to conduct a Market Demand Analysis and Land Use and Development Alternatives Study. The expectation is that the project will provide the City vital information relevant to the benefits a potential San Joaquin JPA Station and/or a Tri Delta Transit park and ride lot would bring to the Downtown PDA in terms of economic expansion including new retail/commercial uses as well as job creation; and

WHEREAS, Government Code Section 4062 requires the Mayor to sign the agreement; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oakley hereby authorizes the Mayor to sign the Cooperative Funding Agreement between Contra Costa Transportation Authority and the City of Oakley.

PASSED AND ADOPTED by the City Council of the City of Oakley, California, this 10th day of March 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

Doug Hardcastle, Mayor

ATTEST:

Libby Vreonis, City Clerk

Date

Cooperative Funding Agreement PDA.1.OAK
between
Contra Costa Transportation Authority and
the City of Oakley

This COOPERATIVE FUNDING AGREEMENT (this "AGREEMENT") is effective this 18th day of March 2014 (the "EFFECTIVE DATE") between CONTRA COSTA TRANSPORTATION AUTHORITY, a local transportation authority ("AUTHORITY") and the CITY OF OAKLEY, a municipal corporation of the State of California ("SPONSOR"), each separately, a "PARTY".

RECITALS

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

- A. The Metropolitan Transportation Commission (MTC) is the designated Metropolitan Planning Organization (MPO) for the nine-county San Francisco Bay Area region and is required to prepare and endorse a Transportation Improvement Program (TIP) which includes federal funds.
- B. MTC is the designated recipient for federal funding administered by the Federal Highway Administration (FHWA) assigned to the Metropolitan Planning Organization (MPO)/Regional Transportation Planning Agency (RTPA) of the San Francisco Bay Area for the programming of projects (regional federal funds).
- C. MTC Resolution 4035 adopted July 23, 2014 establishes the "Project Selection Policies and Programming" for projects to be funded with Cycle 2 Program regional federal funds and includes funding for the PDA Planning Grant Program designed to support planning for Priority Development Areas (PDAs) that will help provide

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housing, jobs and intensified land use, promote alternative modes of travel to the single occupancy vehicle, and manage parking demand.

D. AUTHORITY, which serves as the Congestion Management Agency for Contra Costa County, has assumed responsibility for certain planning and programming activities, work tasks and products that support MTC's Overall Work Program, including the administration of the PDA Planning Grant Program in Contra Costa County.

E. MTC authorized \$2.745 million in regional federal funds to AUTHORITY through the PDA Planning Grant Program to provide grants to local jurisdictions to support planning in their PDAs consistent with MTC Resolution 4035. Recipients of these funds must comply with the requirements of the federal aid process including the requirement to provide at least 11.47 percent of the full cost of the planning activity funded (the "local match").

F. In the process for implementing the PDA Planning Grant Program in Contra Costa County adopted by the AUTHORITY in December 2013, the AUTHORITY will be responsible for administering the grant funding and the contracts with the consultant teams providing planning support services, and local jurisdictions will be responsible for overseeing the planning projects and providing at least the 11.47 percent local match, all or a portion of which may be provided through the staff costs expended working on the planning activity.

G. In September 2014, AUTHORITY approved a list of five consultant teams to provide planning support services and ten planning projects to be funded through the PDA Planning Grant Program, including the City of Oakley Downtown PDA Market Study, the "PROJECT".

H. SPONSOR and AUTHORITY desire to work together to develop the PROJECT.

Section I

SPONSOR AGREES:

- A. To manage and direct the substantive work of the consultants assigned to the PROJECT including, but not limited to, providing necessary data and materials, reviewing and overseeing the revision of work products, and supporting public outreach efforts.
- B. To provide AUTHORITY and MTC with copies of reports and other documents developed as part of the PROJECT scope. These reports and documents shall carry the following notation on the front cover of title page:

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

MTC, AUTHORITY, and any federal agency providing funding under the terms of this AGREEMENT shall have the right to reproduce, publish or otherwise use, or authorize others to use the information developed from this PROJECT.

- C. To provide the required local match for the PDA Planning Grant Program funds in either staff time or direct reimbursement to the AUTHORITY. AUTHORITY will offset a portion of this required local match using AUTHORITY staff time.
- D. To document staff time and costs expended on the PROJECT in a form consistent with Exhibit B, or any revisions to Exhibit B needed to make it consistent with the Caltrans Local Assistance Procedures Manual, and submit to CCTA within 20 days of the end of each quarter during which the PROJECT is ongoing. In addition, SPONSOR agrees to provide AUTHORITY with monthly or quarterly progress reports and financial information as may be reasonably requested by AUTHORITY or MTC.

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E. SPONSOR acknowledges that the AUTHORITY may redirect funding for the PROJECT in the event that the PROJECT is delayed or fails to be completed. SPONSOR shall use its best efforts to notify AUTHORITY in writing in the event that it encounters difficulty that is expected to delay the timely performance of the PROJECT, and AUTHORITY agrees to cooperate with SPONSOR to work out a mutually satisfactory course of action with SPONSOR.

F. **RECORDS AND AUDITS:**

1. **RECORDS:** SPONSOR shall maintain full and adequate books, records, accounts, and any and all work products, materials, and other data relevant to its performance under this AGREEMENT for a minimum of three (3) years following completion or termination of PROJECT and, if any litigation, claim, negotiation, audit, or other action has been started prior to the end of such three (3) years, then until the completion of the action and any resolution of all issues which arise from it, or the end of the three (3) year period, whichever is later. SPONSOR shall maintain books and accounts in accordance with generally accepted accounting principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 *et seq.*, when applicable, and other matters in connection with the performance of SPONSOR'S contracts with third parties pursuant to Government Code Section 8546.7, SPONSOR and its contractors and subcontractors shall each maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts and make the same available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment by AUTHORITY hereunder. AUTHORITY, MTC, the California State Auditor, the federal Department of Transportation (DOT), Federal Highway Administration (FHWA), Comptroller General of the United States or federal auditors shall have access to any books, records, and documents that are pertinent to this AGREEMENT or the PROJECT for audits, examinations, excerpts, and transactions and copies thereof shall be furnished by SPONSOR if requested.

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2. **AUDITS:** SPONSOR will provide thorough and complete accounting for all funds expended in the performance of this work to the degree necessary to permit regular examination by AUTHORITY, MTC, the California State Auditor, the Comptroller General of the United States or federal auditors and consistent with 49 Code of Federal Regulations, Part 18. SPONSOR shall permit authorized representatives of DOT, the Comptroller General of the United States, FHWA, MTC and AUTHORITY to inspect and audit all data and records relating to SPONSOR's performance under this Agreement, including data and records pertaining to subcontracts. All accounting records, data, and supporting documentation will remain available for review and audit for a period of not less than three years after submission by MTC of the final expenditure report for federal contracts providing funds under this AGREEMENT. SPONSOR shall be responsible for meeting audit requirements of the "Single Audit Act of 1984" as implemented by OMB Circular A-133 and any revision or supplement thereto. SPONSOR shall annually submit to AUTHORITY and MTC one copy of its audit completed in accordance with the above-described single audit requirements within 30 days after completion of the audit, but no later than one year after the end of the audit period. If SPONSOR fails to comply with the above audit requirement, AUTHORITY is not required to provide any PDA Planning Grant funds under this AGREEMENT until such audit has been submitted.

Section II

AUTHORITY AGREES:

- A. To obtain authorization from Caltrans and FHWA to use the \$2.745 million in regional federal funds for the PDA Planning Grant Program in Contra Costa.
- B. To provide consultant planning support services for the PROJECT consistent with the scope of work and milestone schedule in Exhibit A.
- C. To offset a portion of the required local match using AUTHORITY staff time.

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- D. To assist SPONSOR in delivering the project.
- E. To submit invoices for work on the PROJECT conducted by the consultant team and SPONSOR consistent with the requirements of Caltrans and FHWA.
- F. To provide forty-eight hours written notice of any audit to be conducted relating to this AGREEMENT.
- G. To comply with the requirements of the AGREEMENT as applicable to the AUTHORITY.

Section III

THE PARTIES MUTUALLY AGREE:

- A. **TERM:** The Termination Date for this AGREEMENT shall be 36 months from the date this AGREEMENT is executed unless terminated at such other time by the written consent of all the parties hereto. Termination Date may be modified only if mutually agreed to in writing by both SPONSOR and AUTHORITY.
- B. **ADDITIONAL ACTS AND DOCUMENTS:** Each party agrees to do all such things and take all such actions and to make, execute, and deliver such other documents and instruments as shall be reasonably requested to carry out the provisions, intent, and purpose of the AGREEMENT.
- C. **AMENDMENT:** This AGREEMENT may not be changed, modified, or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this AGREEMENT shall be void and of no effect.
- D. **ASSIGNMENT:** SPONSOR may not assign, transfer, hypothecate, or pledge this AGREEMENT to any other party.

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E. **INDEMNITY:** It is mutually understood and agreed, relative to the reciprocal indemnification of AUTHORITY and SPONSOR:

1. SPONSOR shall indemnify, defend, and hold harmless AUTHORITY and AUTHORITY's Board, representatives, agents, officers and employees from and against all claims, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of SPONSOR, its officers, employees or agents, or subcontractors or any of them by reason of anything done or omitted to be done by SPONSOR under or in connection with any work, authority or jurisdiction delegated to SPONSOR under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, SPONSOR shall fully indemnify and hold AUTHORITY harmless from any liability imposed for injury and damages (as defined by Government Code Section 810.8) or environmental obligations or duties occurring by reason of anything done or omitted to be done or imposed by obligation of law or assumed by SPONSOR under this AGREEMENT or in connection with any work, authority, or jurisdiction delegated to SPONSOR under this AGREEMENT.
2. AUTHORITY shall indemnify, defend, and hold harmless SPONSOR and SPONSOR's council, representatives, agents, officers and employees from and against all claims, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of AUTHORITY, its officers, employees or agents, or subcontractors or any of them by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully indemnify and hold SPONSOR harmless from any liability imposed for injury and damages (as defined by Government Code Section 810.8) or environmental obligations or duties occurring by reason of anything done or omitted to be done or imposed by obligation of law or assumed by AUTHORITY under this AGREEMENT or in

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connection with any work, authority, or jurisdiction delegated to AUTHORITY under this AGREEMENT.

F. **COMPLIANCE WITH LAWS:** AUTHORITY and SPONSOR shall comply with all applicable federal and State laws and regulations regarding the work performed and the reimbursements and funds requested or used under this AGREEMENT.

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

SPONSOR:

Joshua McMurray
Planning Manager
3231 Main Street
Oakley CA 94561

AUTHORITY:

Brad Beck
Senior Transportation Planner
2999 Oak Road, Suite 100
Walnut Creek CA 94597

H. **TERMINATION OR CANCELLATION:**

1. By written mutual consent of both parties, this AGREEMENT may be terminated at any time.
2. Either party may terminate this AGREEMENT at any time for cause pursuant to a power created by this AGREEMENT or by law, otherwise than for breach, by giving written notice of termination to the other party which shall

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specify both the cause and the effective date of termination. Notice of termination under this provision shall be given at least ninety (90) days before the effective date of such termination. Payment shall be made by the AUTHORITY for all services rendered by SPONSOR to the PROJECT pursuant to this AGREEMENT up to the time of termination, subject to any expenditure limits applicable to this AGREEMENT.

3. This AGREEMENT may be canceled by a PARTY for breach of any obligation, covenant, or condition hereof by the other PARTY, upon written notice to the breaching PARTY. With respect to any breach that is reasonably capable of being cured, the breaching PARTY shall have 30 days from the date of the notice to initiate steps to cure. If the breaching PARTY diligently pursues cure, such PARTY shall be allowed a reasonable time to cure, not to exceed thirty (30) days from the date of the initial notice, unless a further extension is granted by the non-breaching PARTY. On cancellation, the non-breaching PARTY retains the same rights as a PARTY exercising its right to terminate under the provisions of this Section, except that the canceling PARTY also retains any remedy for breach of the whole contract or any unperformed balance.

I. **ENTIRE AGREEMENT:** This AGREEMENT is the entire AGREEMENT among AUTHORITY and SPONSOR relating to the subject matter of this AGREEMENT. AUTHORITY and SPONSOR acknowledge they have not relied upon any promise, representation or warranty not expressly set forth in this AGREEMENT in executing this AGREEMENT.

J. **SEVERABILITY:** Should any part of this AGREEMENT be determined to be unenforceable, invalid, or beyond the AUTHORITY of SPONSOR to enter into or carry out, such determination shall not affect the validity of the remainder of this AGREEMENT which shall continue in full force and effect, provided that the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

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

L. **CONTROLLING LAW AND VENUE:** This AGREEMENT and all matters relating to it shall be governed by the laws of the State of California and venue shall be in Contra Costa County.

M. **AUTHORITY:** All PARTIES executing this AGREEMENT represent and warrant that they are authorized to do so.

N. **COUNTERPARTS:** This AGREEMENT may be executed in counterparts.

O. **LIMITATIONS:** All obligations of AUTHORITY under the terms of this AGREEMENT are expressly subject to the AUTHORITY'S continued authorization to receive and expend federal funds as the Congestion Management Agency for Contra Costa County. If for any reason the AUTHORITY'S right to receive and expend such federal funds is terminated or suspended in whole or part, the AUTHORITY shall promptly notify SPONSORS, and the PARTIES shall consult on a course of action. If, after twenty five (25) working days, a course of action is not agreed upon by the parties, this AGREEMENT shall be deemed terminated by mutual or joint consent; provided, that any obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of the AUTHORITY to expend sales tax proceeds for the purposes of this AGREEMENT; and (ii) the availability, taking into consideration all the obligations of the AUTHORITY under all outstanding contracts, agreement to other obligations of the AUTHORITY, of funds for such purposes.

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P. **EXHIBITS:** EXHIBITS A through C are hereby incorporated by reference and made a part of this AGREEMENT. The exhibits are as follows: EXHIBIT A: Scope of Work; EXHIBIT B: Invoicing Procedure; EXHIBIT C: AUTHORITY boardletter approving PDA Planning Grant.

AUTHORITY

SPONSOR

BY: _____
Julie K. Pierce
Chair

BY: _____
Bryan Montgomery
City Manager

ATTEST:

ATTEST:

BY: _____
Randell H. Iwasaki
Executive Director

BY: _____
Libby Vreonis
City Clerk

APPROVED as to legal form:

APPROVED as to legal form:

BY: _____
Malathy Subramanian
Authority Counsel

BY: _____
Derick P. Cole
City Attorney

Exhibit A

Scope of Work

Specific scope elements will require the analysis of land patterns, uses, transportation needs and real estate market potentials by the land use, economic and transportation teams individually and their combined strategic application to the issues and potentials at hand. As noted in the July application this includes:

The expectation is that the Market Demand Analysis and Land Use and Development Alternatives Study will provide the City vital information relevant to the benefits a San Joaquin JPA Station and/or a Tri Delta Transit park and ride lot would bring to the Downtown PDA in terms of economic expansion including new retail/commercial uses as well as job creation. The City is also seeking information regarding the feasibility of TOD near or around such a train station or transit lot. Detailed mapping of potential project sites and TOD opportunity areas would be expected, as well as corresponding pro forma analysis that outlines the market feasibility of a transit station and surrounding TOD development.

The outline project schedule anticipates that this study can be completed within a 16 to 18 week period.

Summary of Work Tasks

Task 0: Review and Confirm Scope, Schedule and Budget

The P+W team will work with City staff to refine and confirm the proposed scope of work, schedule and budget.

Task 0 Deliverable

- Refined scope of work, schedule and budget.

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Task 1: Project Initiation

1.1 Project Start-Up and Client Meeting

The P+W team will commence the project with a kick-off meeting with City Staff to confirm project goals, overall approach, scope of work, project schedule, communication protocols, key stakeholders and available base information.

1.2 Communications and Management Protocols

P+W will draw upon its experience as prime consultant to multi-firm, multi-disciplinary teams in order to tailor the communication protocols to this project.

Working jointly with City staff, the P+W Project Manager (PM) will be developing meeting agendas and meeting minutes for all key team meetings that will be distributed to required attendees by the P+W PM.

Management actions are critical to the success of the project. As such, close coordination will be necessary between the P+W PM and the City's PM at each step in the process. Regular phone calls and exchange of e-mail messages are anticipated as part of this process.

1.3 Document Control

P+W will establish the minimum software requirements needed by each of the sub-consultants (and in discussion with the City), to ensure an easy share of document and information between the consultant team members.

Task 1 Deliverables

- Final scope of work
- Project Schedule
- Communication and management protocols as needed.

Task 2: Existing Conditions Analysis and Potential Site Activity

The P+W team will examine existing conditions within the study area pertaining to:

- Land uses, patterns and urban form
- Urban design character
- Market values of different real estate types
- Circulation and transportation.

The P+W team will use this information to analyze opportunities and constraints in relation to transit oriented development and transit facility planning overall and with a particular focus on the City's target sites.

EPS will gather pricing data for residential and retail and live/work uses in this task. EPS will also integrate information related to potential mobility improvements from a park and ride location (for Tri Delta Transit buses) and/or a train platform (San Joaquin JPA commuter trains) from Fehr & Peers (FP).

The transportation team will also complete existing conditions analyses, circulation mapping, and assembly of available transit information and projections.

Task 2 Deliverables

- Base map(s)
- Summary memorandum; opportunities and constraints
- Preliminary list of evaluation criteria
- Draft technical memorandum on transportation usage of proposed transit site

Task 3: Development and Evaluation of Land-Use Alternatives

3.1 Development of Alternatives

Based on information gathered during Tasks 1 and 2, the P+W team will work with City staff to develop up to three land use alternatives for the project study area. The P+W

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team will prepare preliminary concept plans for the project area. Key development or 'opportunity' sites will be identified as part of the concept plan.

EPS will research local development costs for multistory building types such as pure residential, residential mixed-use, pure office, and office and retail mixed-use. Based on these costs and market information gathered in a previous task, EPS will prepare up to four (4) financial *pro formas* for prototypical development types likely to include two to four-story building types.

FP will develop a range of potential target site activity, in terms of both transit riders and the passenger mode of access to the station area, on a typical weekday under two scenarios: one in which the agreed upon target site is used only as a Tri-Delta Transit park and ride lot, and the other in which the site hosts both a park and ride and a San Joaquin rail station.

3.2 Evaluation of Land-use Alternatives

Each alternative will be evaluated with respect to the project goals established with City staff during Task 1 to help illustrate the differences between the alternative proposals. The evaluation will include the relative merits of the development opportunities. Evaluation of alternatives will include analyzing density and land use, distribution and amount of open space, opportunity site potential, use of identified opportunity sites, impacts on traffic/parking and vehicle trip generation.

The P+W team will summarize all of the evaluation criteria described above in a 'pros and cons' matrix which will provide an easily understandable overview of the relative merits of the three schemes.

The P+W team will prepare a presentation of the concept alternatives and evaluation criteria to the Planning Commission/City Council for their input into the decision making process.

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Task 3 Deliverables

- Alternative concept plans
- Summary of market findings, pro forma results, research documentation and supporting tables. Alternatives evaluation matrix
- Summary of economic dimensions of alternative transit facility proposals

Task 4: Refinement of Preferred Plan

Based on direction from City Staff, Planning Commission/City Council, the team will prepare and document the preferred concept plan and programs for the project study area. The preferred plan may be one of the three alternatives generated during Task 3 or it may be a hybrid which incorporates favorable aspects of each of the alternative (to the extent possible) into a single scheme.

The preferred plan will confirm land-use designations and development densities, conceptual station location, proposals for 'opportunity' sites, circulation and parking layouts, any proposed modifications to the road network and any proposed open space, streetscape and public realm improvements.

Task 4 Deliverables

- Draft preferred plan
- Final technical memorandum on transportation usage of proposed transit site

Task 5. Preferred Plan Report

The P+W team will prepare a Draft Preferred Plan Report for review by City staff. The Report will incorporate the preferred plan, programs, and technical data prepared in previous tasks. As necessary, the Report will include supporting plans, diagrams, sketches, and pictures to convey, illustrate, and amplify the preferred plan. The P+W team will prepare a presentation of the preferred plan to the Planning Commission/City Council.

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Task 5 Deliverables

- Draft preferred plan report
- Final preferred plan report

Exhibit B

Invoicing Procedures

PROCEDURE FOR INVOICES PREPARED BY SPONSOR FOR SUBMITTAL TO AUTHORITY:

- I. SPONSOR shall prepare and submit invoices to AUTHORITY on a quarterly basis (January-March, April-June, etc.) within 20 calendar days of the close of each quarter;

- II. Each invoice shall include
 - A. A cover letter signed by the SPONSOR's authorized representative that includes the following:
 1. The quarterly period for which the invoice applies
 2. A sequential billing number (1, 2, 3,...etc.)
 3. Reference to this AGREEMENT, including this Cooperative Agreement number
 4. A summary of progress on the PROJECT during the period covered by the invoice
 5. A summary of costs incurred by SPONSOR staff and during the period covered by the invoice that SPONSOR will use for its required local match, and
 6. Cumulative local match provided to date

 - B. A table summarizing staff costs incurred that includes:

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1. Name and title of each staff person
 2. Total hours worked during the period covered
 3. Hourly rate, which is comprised of the base salary plus benefits for that employee
 4. Total cost for each employee during the period covered by this invoice
 5. Sum of costs for all employees during the period covered by this invoice
- C. A detailed listing of each day an employee worked on PROJECT during the period covered and the number of hours that employee worked on that day and the total number of hours that employee worked on PROJECT during the period covered
- D. SPONSOR may provide the information outlined in Items A, B and C in an alternative format with prior approval of AUTHORITY

Planning Committee STAFF REPORT

Meeting Date: September 3, 2014

Subject	Approval of Recommended PDA Planning Grant Program
Summary of Issues	MTC gave the Congestion Management Agencies, including the Authority, the responsibility for carrying out part of the Priority Development Area (PDA) Planning Grant Program. It allocated \$2.745 million to the Authority for PDA planning grants in Contra Costa. To implement the program, the Authority released a request for qualifications in March for on-call consultant teams to support the planning grants and a call for projects in June for the planning grants themselves. Working with review committees made up of local staff, Authority staff has developed a recommended list of consultant teams and planning grants.
Recommendations	Staff recommends approval of recommended PDA Planning Grants and list of on-call consultant teams.
Financial Implications	MTC allocated \$2.745 million in federal STP funds for PDA Planning Grants in Contra Costa. These funds will require a local match of \$357,000. This match can be provided through in-kind services.
Options	The Planning Committee could reject or revise the recommendations.
Attachments (See PC packet dated 9/3/14)	<ul style="list-style-type: none"> A. Recommended Consultant Teams B. Summary of Recommended Planning Grants C. Schedule for PDA Planning Grants
Changes from Committee	<i>None</i>

Background

As part of its Resolution 4035, MTC allocated \$2.745 million to the Authority to fund the PDA Planning Grant Program in Contra Costa. According to Resolution 2035, “[g]rants will be made to jurisdictions to provide support in planning for PDAs in areas such as providing housing, jobs, intensified land use, promoting alternative modes of travel to the single occupancy vehicle, and parking management.”

The Authority's Initial PDA Strategy included the criteria and process for implementing the program in Contra Costa. This process included the following steps:

1. Establish a list of consultant teams with the capacity to provide eligible planning services and enter into contracts with them.
2. Select projects to receive planning grants and enter into agreements with project sponsors to spell out responsibilities, including provision of local match.
3. Work with project sponsors to select consultant teams to prepare the planning studies and develop a detailed scope and schedule for each.
4. For each planning study approve task orders outlining the detailed scopes and schedules.
5. Working with project sponsors and consultants, support the development of the planning studies.

Recommended List of Consultant Teams

On March 7, 2014, the Authority released a Request for Qualifications (RFQ) No. 14-1 for consultant teams interested in preparing a variety of planning studies for local agencies that would support the development of Priority Development Areas, or PDAs, in Contra Costa.

The RFQ required that firms or teams responding have sufficient experience and comprehensive skills in:

- Transportation planning, design and analysis
- Land use and urban design
- Developer financing, residential and commercial market assessment, project implementation, and economic revitalization
- Environmental assessment, and
- Community outreach.

In response, the Authority received qualifications from 14 consultant teams:

- ARUP
- BMS Group
- Community Design & Architecture Inc.
- Dyett & Bhatia
- Kittelson & Associates
- MIG
- Opticos Design
- Perkins + Will
- Placeworks
- PMC
- Raimi + Associates
- Stantec
- TJKM Transportation
- Wallace Roberts & Todd (WRT)

The qualifications were reviewed by a committee made up of local staff familiar with land use and transportation planning, especially in PDAs or infill areas, and Authority staff. (The committee was made up of Leigha Schmidt, City of Pittsburg; Carol Johnson, City of Concord; Debbie Chamberlain, City of San Ramon; Yvetteh Ortiz, City of El Cerrito; and Brad Beck, Authority staff.) After reviewing the submitted qualifications, the committee selected six teams to interview. As a result of the interviews, the committee recommended the following five teams to provide consultant support for the PDA planning studies:

1. ARUP
2. Opticos Design
3. Perkins + Will
4. Raimi + Associates
5. Wallace Roberts & Todd (WRT)

The review committee recommended ARUP, Perkins + Will and WRT as the three firms that most clearly met the scoring criteria and would be able to provide the services most likely to be needed for the planning activities selected for funding. The review committee also agreed that both Raimi and Opticos had experience and skills that might also be useful for local agencies: Raimi has a focus on health and design that is an increasingly important concern in planning, while Opticos has the greatest experience in form-based codes which could also be useful to a local agency. A full list of the teams, including proposed subconsultants, is included in Attachment A.

Recommended List of Planning Grants

The Authority released a call for projects for the PDA Planning Grants on June 3, 2014. In response, the Authority received ten applications as shown in the following table. A summary of the proposed scopes of work for the proposed planning studies is included in Attachment B.

The \$2.716 million requested is \$29,000 less than the \$2.745 million available for the grants, which means that the Authority could fund all ten of the applications. Because there is sufficient funding available to approve all ten applications, the committee reviewed the applications only for their eligibility for the program. The committee, made up of local and Authority staff, agreed that nine of the applications were clearly eligible for the program funding. They did, however, have questions about the scope of the Sustainable Communities Strategy (SCS) by Strengthening Public Health Plan proposed by the City of San Pablo that they felt needed to be clarified before approving its request. The reviewers were unsure what the "branding" task involved and whether it was an eligible component of the program. Authority staff is working with the City of San Pablo to clarify the scope and project purpose.

Project	Applicant	Request	Local Match Required*
City of Oakley Downtown PDA Market Study	Oakley	\$100,000	\$13,000
San Pablo Avenue Complete Streets	Contra Costa County	\$300,000	\$39,000
PDA Market and Fiscal Analysis	Martinez	\$200,000	\$26,000
Moraga Center Specific Plan Implementation Strategy	Moraga	\$150,000	\$20,000
SCS by Strengthening Public Health Plan	San Pablo	\$149,000	\$20,000
Grant, Salvio, and Oak Street Corridor Plan	Concord	\$250,000	\$33,000
Downtown Congestion Study for Implementing Lafayette's PDA	Lafayette	\$450,000	\$59,000
El Cerrito San Pablo Ave PDA Implementation Plan	El Cerrito	\$317,000	\$42,000
San Ramon IRH Trail Bike/Ped Overcrossings Bollinger Canyon & Crow Canyon Rd – Environmental Clearance	San Ramon	\$150,000	\$20,000
North Downtown Specific Plan	Walnut Creek	\$650,000	\$85,000
Totals		\$2,716,000	\$357,000

* To receive federal funds, sponsors must provide local match of 11.47 percent. This match can be provided through either staff time or direct financial contributions. The Authority will provide the majority of this match through the funding of the PDA Planning Grant contract managers and assume the remainder would be provided through local staff time.

Procurement of Contract Planning Manager Consultant Support

Due to the number of meetings and workload involved in overseeing and participating in ten planning studies, it was necessary to procure additional consultant support services to help implement the PDA Planning Grant Program. In March, the Authority approved agreements with two contract planning managers — Paul Fassinger of CTP Consulting and Paul Krupka of Krupka Consulting — to provide this support. The total cost for the two contracts is \$220,000, to be funded through Measure J Regional Planning (Org. OCP-18A).

The contract planning managers will be responsible for working with project sponsors to match the consultant teams to the planning studies; to develop the scopes of work and budgets for the studies; to assist with contract negotiation and preparation, to prepare memoranda of understanding (MOUs) and task orders for the studies; to facilitate the studies themselves; and to prepare the invoicing to Caltrans.

Providing Local Match

As noted above, to receive federal funds through the PDA Planning Grant program, sponsors must provide a local match of 11.47 percent of the total cost of the planning project. In practice, this means that the Authority will receive 88.53 percent back in federal funds of the

total amount invoiced. The \$2.745 million in federal STP funds allocated for the PDA Planning Grants program will require a local match of \$357,000.

In the Authority's agreement with FHWA, some or all of the local match can be provided through in-kind staff or consultant services funded with non-federal funds. The Authority also may apply the \$220,000 in Measure J funds for the contract planning managers overseeing implementation of the PDA Planning Grant program to provide part of the required match. Project sponsors may use their staff time — if properly documented and invoiced in a timely manner — to provide the remaining local match required.

Assigning Consultant Resources and Developing Scopes of Work

Once the Authority approves the list of consultant teams and planning grants, the Authority's PDA planning managers would work with project sponsors to select the "best fit" to assign consultant teams to planning studies. Authority staff would then work with the consultant teams to refine the consultant scopes of work and determine the final budgets for each study.

This process will likely be iterative, with considerable back and forth between the various parties involved. At present, the grant requests are \$29,000 below the total available in grant funding. The Authority intends to use these remaining funds as a contingency to allow for potential changes in scope or schedule.

Authority staff will begin the process of matching consultants and planning studies, setting budgets and scopes, and developing the consultant contracts and sponsor MOUs in September/October. We expect this process to take six to eight weeks with Authority approval of contracts and MOUs in December.

TCC Review

At its meeting on August 21, 2014, the TCC recommended approval of the proposed PDA planning grants and the proposed list of consultant teams. Committee members had a number of questions on the process for matching sponsor projects to consultant teams. One TCC member recommended that Authority staff send the qualifications for each team to the sponsors. Staff agrees that this would be an appropriate first step.

A representative from the Building Industries Association noted its opposition to using federal transportation funds for land use planning. Authority staff noted that MTC created the program as a key strategy in *Plan Bay Area* for encouraging development in PDAs and achieving required greenhouse gas emissions reduction goals.

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