



**CITY OF MARTINEZ**

**CITY COUNCIL AGENDA  
January 11, 2012**

**TO:** Mayor and City Council  
**FROM:** Tim Tucker, City Engineer  
**SUBJECT:** Cooperative Agreement with Contra Costa Transportation Authority for Construction of the Alhambra Valley Road Sidewalk Gap Closure and the Shell Avenue Pedestrian/Bicycle Improvement Projects  
**DATE:** January 4, 2012

**RECOMMENDATION:**

Adopt resolution authorizing the City Manager to execute Master Cooperative Agreement No. 12C.02 between the City of Martinez and the Contra Costa Transportation Authority for use of CC-TLC funds in the amount of \$75,000 for the Alhambra Valley Road Sidewalk Gap Closure Project and \$305,000 for the Shell Avenue Pedestrian/Bicycle Improvement Project.

**BACKGROUND:**

*The Alhambra Valley Road Sidewalk Gap Closure project* would install 600 feet of 5-foot wide sidewalk behind an existing curb along John Swett Elementary School frontage from Gilbert Lane north to Gilbert Court. Currently there exists a non ADA compliant gravel path. The path is difficult to maneuver strollers and wheel chairs during dry weather. The path is impossible to navigate after rain events. Within the last three years, the City has completed the Measure C, Alhambra Avenue Improvement Project. The project will provided sidewalk and bike lanes along Alhambra Road. The Alhambra Valley Road missing segment was outside the scope of the Alhambra Avenue project. Completing this segment will provide continuous ADA compliant access between John Swett Elementary School and several neighborhoods off Alhambra Avenue. The cost estimate for the project is \$75,000.

*The Shell Avenue Pedestrian/Bicycle Improvement Project* will reduce the potential for conflicts between motor vehicles and children walking or riding bicycles to school. The project is along the southern side of Shell Avenue and would consist of demolition of existing improvements and the installation of curb gutter and sidewalk. The sidewalk will extend from Pine Street westerly approximately 700 feet. There is currently no sidewalk on the proposed section of Shell Avenue and there are no suitable alternative routes for children to avoid walking along this busy arterial street. Most of the project area has no road shoulder and obstacles such as steep slopes, landscape rocks, mailboxes, trash cans, and parked cars force children to walk in the street where they are exposed to fast moving traffic. Existing sidewalk joins both ends of the proposed project area. The Engineer's estimate for the project is approximately \$305,000.

The Contra Costa Transportation Authority (CCTA) Expenditure Plan sets aside five percent of the Measure J revenues for Transportation for Livable Communities (TLC) grants. The Authority Board recently adopted Resolution 11-44-G allocating \$75,000 for the construction of the Alhambra Valley Road Sidewalk Gap Closure Project and Resolution 11-43-G allocating \$305,000 for the Shell Avenue Pedestrian/bicycle Improvement Project. The City is required to approve and execute Master Cooperative Agreement No. 12.C.02 to receive these funds.

**FISCAL IMPACT:**

None. CCTA has fully funded this project with Measure J CC-TLC funds.

During the design phase, staff will evaluate the feasibility and cost of continuing the sidewalk south to the City Limits at Sheridan Lane. This segment would require a local contribution. Staff will present the option to the Council at the time of award of the construction contract.

**ACTION:**

Adopt resolution authorizing the City Manager to execute Master Cooperative Agreement No. 12C.02 between the City of Martinez and the Contra Costa Transportation Authority for use of CC-TLC funds in the amount of \$75,000 for the Alhambra Valley Road Sidewalk Gap Closure Project and \$305,000 for the Shell Avenue Pedestrian/Bicycle Improvement Project.

Attachments:

Resolution  
COOP Agreement  
Alhambra Valley Road Vicinity Map  
Shell Avenue Vicinity Map

**APPROVED BY:**

  
City Manager

RESOLUTION NO. -12

ADOPT RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE MASTER COOPERATIVE AGREEMENT NO. 12C.02 BETWEEN THE CITY OF MARTINEZ AND THE CONTRA COSTA TRANSPORTATION AUTHORITY FOR USE OF CC-TLC FUNDS IN THE AMOUNTS OF \$75,000 FOR THE ALHAMBRA VALLEY ROAD SIDEWALK GAP CLOSURE PROJECT AND \$305,000 FOR THE SHELL AVENUE PEDESTRIAN/BICYCLE IMPROVEMENT PROJECT

**WHEREAS**, the City Council of the City of Martinez is supportive of proving safe ADA accessible facilities for pedestrians through the installation of sidewalks; and

**WHEREAS**, the voters of Contra Costa County previously approved Measure J, a half cent sales tax to improve our roadway and pedestrian network and support alternative transit opportunities; and

**WHEREAS**, the Contra Costa Transportation Authority (Authority) among other things administers Measure J funds and sets aside five percent of annual revenues for Program 12, Transportation for Livable Communities (CC-TLC) expenditures in accordance with their Expenditure Plan; and

**WHEREAS**, the Authority Board has allocated CC-TLC Funds totaling \$75,000 funding for the Alhambra Valley Road Sidewalk Gap Closure Project and \$305,000 for the Shell Avenue Pedestrian/Bicycle Improvement Projects; and

**WHEREAS**, said projects will provide much needed safe and accessible pedestrian access to Martinez schools; and

**WHEREAS**, the City must enter into a Master Cooperative Agreement with the Authority as a condition for receiving said CC-TLC funding.

**NOW THEREFORE, IT BE RESOLVED** by the City Council of the City of Martinez authorizes the City Manager to execute Cooperative Agreement No. 12C.02 between the City of Martinez and the Contra Costa Transportation Authority to design and construct the Alhambra Valley Road Sidewalk Gap Closure and the Shell Avenue Pedestrian/Bicycle Improvement Projects.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing is a true and correct copy of a resolution duly adopted by the City Council of the City of Martinez at a Regular Meeting of said Council held on the 11th day of January, 2012, by the following vote:

AYES:

NOES:

ABSENT:

RICHARD G. HERNANDEZ, CITY CLERK  
CITY OF MARTINEZ

# Master Cooperative Agreement No. 12C.02

BETWEEN  
THE CONTRA COSTA TRANSPORTATION AUTHORITY  
AND  
THE CITY OF MARTINEZ

This **AGREEMENT** is made and entered into on December 21, 2011 by and between the **CITY OF MARTINEZ**, hereinafter referred to as "**CITY**" and the **CONTRA COSTA TRANSPORTATION AUTHORITY** hereinafter referred to as "**AUTHORITY**".

## RECITALS

**AUTHORITY** and **CITY** pursuant to the Measure C Sales Tax Renewal Ordinance (88-01 as amended by 04-02), hereinafter referred to as "**MEASURE J**", approved by the voters of Contra Costa County on November 2, 2004, hereby desire to enter into a Cooperative **AGREEMENT** hereinafter referred to as "**AGREEMENT**," to define a framework to enable the two parties to work cooperatively in developing transportation improvements using Contra Costa Transportation for Livable Communities Program (hereinafter referred to as CC-TLC) funds.

**CITY** desires to conduct planning studies and make improvements that further the purposes of the Measure J CC-TLC program in Contra Costa County. Exhibit A to this **AGREEMENT** describes the proposed scope of work, hereinafter referred to as "**PROJECT**".

**PROJECT** is eligible for funding under the CC-TLC funding category in **MEASURE J**.

**AUTHORITY** plans to authorize specific funding amounts in one or more resolutions for purposes of accomplishing **PROJECT**, pursuant to specific request(s) for appropriation of funds by **CITY**. Each funding appropriation resolution will set forth additional conditions, if any, purpose, and timing for release of identified funds to **CITY** for **PROJECT**. A chronological listing of appropriation resolutions will be included in and made a part of Exhibit B (attached), which is hereby incorporated into this **AGREEMENT** and made a part hereof. Exhibit B will be updated with each new appropriation resolution. Each request for appropriation of funds will include the most current overall financial plan for **PROJECT**.

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

## SECTION I

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### CITY AGREES:

1. To submit the initial request for appropriation of funds to **AUTHORITY** for specific components of **PROJECT** detailing the project scope, schedule and proposed funding plan at least 60 days before the funds are needed.
2. To apply any funds received under this **AGREEMENT** to **PROJECT** consistent with the terms and conditions specified in the funding appropriation resolution approved by **AUTHORITY**.
3. To allow **AUTHORITY** to audit all expenditures relating to **PROJECT** funded through this **AGREEMENT**. For the duration of **PROJECT**, and for four (4) years following completion of **PROJECT**, or earlier discharge of this **AGREEMENT**, **CITY** will make available to **AUTHORITY** all records relating to expenses incurred in performance of this **AGREEMENT**.
4. To provide invoices and progress reports consistent with Exhibit C, along with the summary of expenditures to date, and to maintain strict accounting of all eligible expenses for which future reimbursement will be requested.
5. To prepare a report on an annual basis within ninety (90) days of the last day of **AUTHORITY**'s fiscal year that itemizes (a) the expenditure of all funds for **PROJECT**, and (b) progress to date in its implementation.
6. To comply with **AUTHORITY** Policy on the Management of Measure J Projects (Resolution 08-13-P & 08-05-A) and all other applicable policies that **AUTHORITY** may adopt in the future.
7. To be responsible for evaluation of prospective consultants and contractors retained by **CITY** and subsequent award of work consistent with this **AGREEMENT** and any appropriation resolutions.
8. To provide, upon request, copies to **AUTHORITY** of all executed contracts and other **PROJECT** documents between **CITY** and consultants, contractors and others, involved in **PROJECT**. Copies of such executed contracts shall be retained for four (4) years following completion of **PROJECT** or earlier discharge of this **AGREEMENT**.
9. To be responsible for **PROJECT** financing and to provide management of consultant and contractor activities, including responsibility for schedule, budget and oversight of the services, consistent with the scope of any appropriation resolution.

10. If **PROJECT** involves construction, to install a sign approved by **AUTHORITY**, consistent with the specifications included in Exhibit D of this **AGREEMENT** (attached), that identifies the Contra Costa Transportation Authority as a funding source, no later than 30 days after the commencement of construction.
11. With respect to funding right-of-way, **AUTHORITY**'s bond indenture or other financing agreement may prevent deposit of financing proceeds into an escrow account, unless any interest earned on the escrow account is restricted so that it cannot exceed the yield on **AUTHORITY**'s bonds or notes. To the extent that **AUTHORITY**, pursuant to a request from **CITY**, funds right-of-way escrows with financing proceeds, **AUTHORITY** will notify **CITY**, and **CITY** agrees to comply with any required restrictions on investment yield.
12. If **PROJECT** involves right-of-way acquisition, to follow the requirements of state law and the Federal Uniform Acquisition and Relocation Assistance Act and, if applicable, to transfer net proceeds, after deducting auditable costs of sales, to **AUTHORITY** resulting from the sale of excess lands purchased in whole or in part with financing proceeds, in the same proportion to the net proceeds as the original contribution of such financing proceeds was to the purchase price of the original parcel.

## SECTION II

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### AUTHORITY AGREES:

1. In response to **CITY** request for appropriation of funds, provided notice of cancellation or termination of this **AGREEMENT** pursuant to Section III, paragraph 32 hereof, has not been given, to consider Resolution(s) consistent with available funds and any relevant components of the Strategic Plan then in effect to finance specific work components for **PROJECT**, setting forth the level of funding, purpose, timing, and scope of work to be performed by **CITY** pursuant to this **AGREEMENT**. Such resolutions will be incorporated into Exhibit B (attached), and by this reference made a part hereof. If warranted, funding resolution(s) may authorize advances or wire transfers to **CITY** to address anticipated cash flow needs.
2. To transfer funds to **CITY** for the purposes described in the relevant resolution subject to **CITY** compliance with, and in the manner specified in Exhibit C (attached).
3. To provide timely notice if an audit is to be conducted.

### SECTION III

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#### IT IS MUTUALLY AGREED:

1. **Term:** This **AGREEMENT** will remain in effect until discharged as provided in Paragraph 2 below or as a result of paragraph 11 below.

**Discharge:** This **AGREEMENT** shall be subject to discharge as follows:

- a. Either party may terminate this **AGREEMENT** at any time for a cause that is not specified in this **AGREEMENT** and that adversely affects the ability of the parties to cooperatively implement **PROJECT** by giving written notice of termination to the other party which shall specify both the cause and the effective date of termination. Notice of termination under this provision shall be given at least 90 days before the effective date of such termination. In the event either party is reasonably capable of curing the cause cited in the notice of termination that party shall have 30 days from the date of the notice to initiate steps to cure. If that party diligently pursues cure, such party shall be allowed a reasonable time to cure, not to exceed 60 days from the date of the initial notice, unless a further extension is granted by the party that gave notice to terminate.
- b. This **AGREEMENT** may be canceled by a party for breach of any obligation, covenant or condition hereof by the other party, upon notice to the breaching party. With respect to any breach which 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 60 days from the date of the initial notice, unless a further extension is granted by the non-breaching party. On cancellation, the non-breaching party retains the same rights as a party exercising its right to terminate under the provisions of paragraph 3(a), except that the canceling party also retains any remedy for breach of the whole contract or any unperformed balance.
- c. By mutual consent of both parties, this **AGREEMENT** may be terminated at any time.

**Indemnity:** It is mutually understood and agreed, relative to the reciprocal indemnification of **AUTHORITY** and **CITY**:

- d. That neither **AUTHORITY**, nor any officer or employee thereof, shall be responsible for, and **CITY** shall fully indemnify and hold harmless **AUTHORITY** against any damage or liability occurring by reason of anything done or

omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold AUTHORITY harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by CITY under this AGREEMENT or in connection with any work, authority, or jurisdiction delegated to CITY under this AGREEMENT.

- e. That neither CITY, nor any officer or employee thereof, shall be responsible for, and AUTHORITY shall fully indemnify and hold harmless CITY against any damage or liability occurring 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 AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully indemnify and hold CITY harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by AUTHORITY under this AGREEMENT or in connection with any work, authority, or jurisdiction delegated to AUTHORITY under this AGREEMENT.

**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 to the parties hereto.

**Contra Costa Transportation Authority**  
Brad Beck, Senior Transportation Planner  
2999 Oak Road, Suite 100  
Walnut Creek CA 94597

**City of Martinez**  
Tim Tucker, City Engineer  
525 Henrietta Street  
Martinez, CA 94553

**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 this AGREEMENT.

**Integration:** This AGREEMENT represents the entire AGREEMENT of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral

agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

**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.

**Independent Agency:** **AUTHORITY** renders its services under this **AGREEMENT** as an independent agency. None of **AUTHORITY**'s agents or employees shall be agents or employees of **CITY**.

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

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

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

**Counterparts:** This **AGREEMENT** may be executed in counterparts.

**Survival:** The following provisions in this **AGREEMENT** shall survive discharge.

- f. As to **CITY**:
  - i) Section I, paragraph 2 (obligation to apply funds to **PROJECT**)
  - ii) Section 1, paragraph 3 (obligation to allow audit and retain records)
  - iii) Section I, paragraph 5 (for the year in which discharge occurs only, to prepare an annual report to **AUTHORITY**)
  - iv) Section I, paragraph 8 (obligation to provide copies)
  - v) Section I, paragraph 9 (obligation to continue to manage **PROJECT**)

vi) Section I, paragraph 12 (obligation to reimburse funds on sale of excess land)

g. As to **AUTHORITY**:

i) Section II, paragraph 3 (obligation to provide notice of audit)

h. As to both parties:

i) Section III, paragraph 2a (obligation which survives termination)

ii) Section III, paragraph 3 (indemnity obligations)

**Limitation:** All obligations of **AUTHORITY** under the terms of this **AGREEMENT** are expressly subject to **AUTHORITY**'s continued authorization to collect and expend the sales tax proceeds provided by MEASURE J. If for any reason **AUTHORITY**'s right to collect or expend such sales tax proceeds is terminated or suspended in whole or part, **AUTHORITY** shall promptly notify **CITY**, and the parties shall consult on a course of action. If, after 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 **AUTHORITY** to expend sales tax proceeds for the purposes of this **AGREEMENT**; and (ii) the availability, taking into consideration all the obligations of **AUTHORITY** under all outstanding contracts, agreements to other obligations of **AUTHORITY**, of funds for such purposes.

**CITY OF MARTINEZ**

**CONTRA COSTA TRANSPORTA-  
TION AUTHORITY**

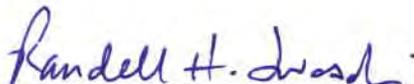
By: \_\_\_\_\_  
**Philip Vince, City Manager**

By:   
\_\_\_\_\_  
**David E. Durant**  
**Chair**

**ATTEST**

**ATTEST**

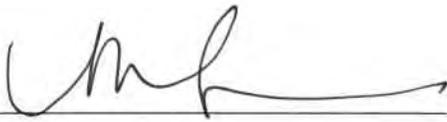
By: \_\_\_\_\_  
**Richard G. Hernandez**  
**City Clerk**

By:   
\_\_\_\_\_  
**Randell H. Iwasaki**  
**Executive Director**

**APPROVED as to form:**

**APPROVED as to form:**

By: \_\_\_\_\_  
**Jeffrey Walters**  
**City Attorney**

By:   
\_\_\_\_\_  
**Malathy Subramanian**  
**Legal Counsel**

# COOPERATIVE AGREEMENT NO. 12C.02

Between  
The Contra Costa Transportation Authority  
and City of Martinez

## EXHIBIT A

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### DESCRIPTION OF THE PROJECT

The Measure J Contra Costa Transportation for Livable Communities Program funding category will provide funds to assist CITY with both planning studies and capital construction projects. *Planning studies* must "support development of community-oriented plans that link transportation investments with land-use decisions." *Capital projects* specifically will fund the planning and construction of five categories of projects:

1. Local transit facilities

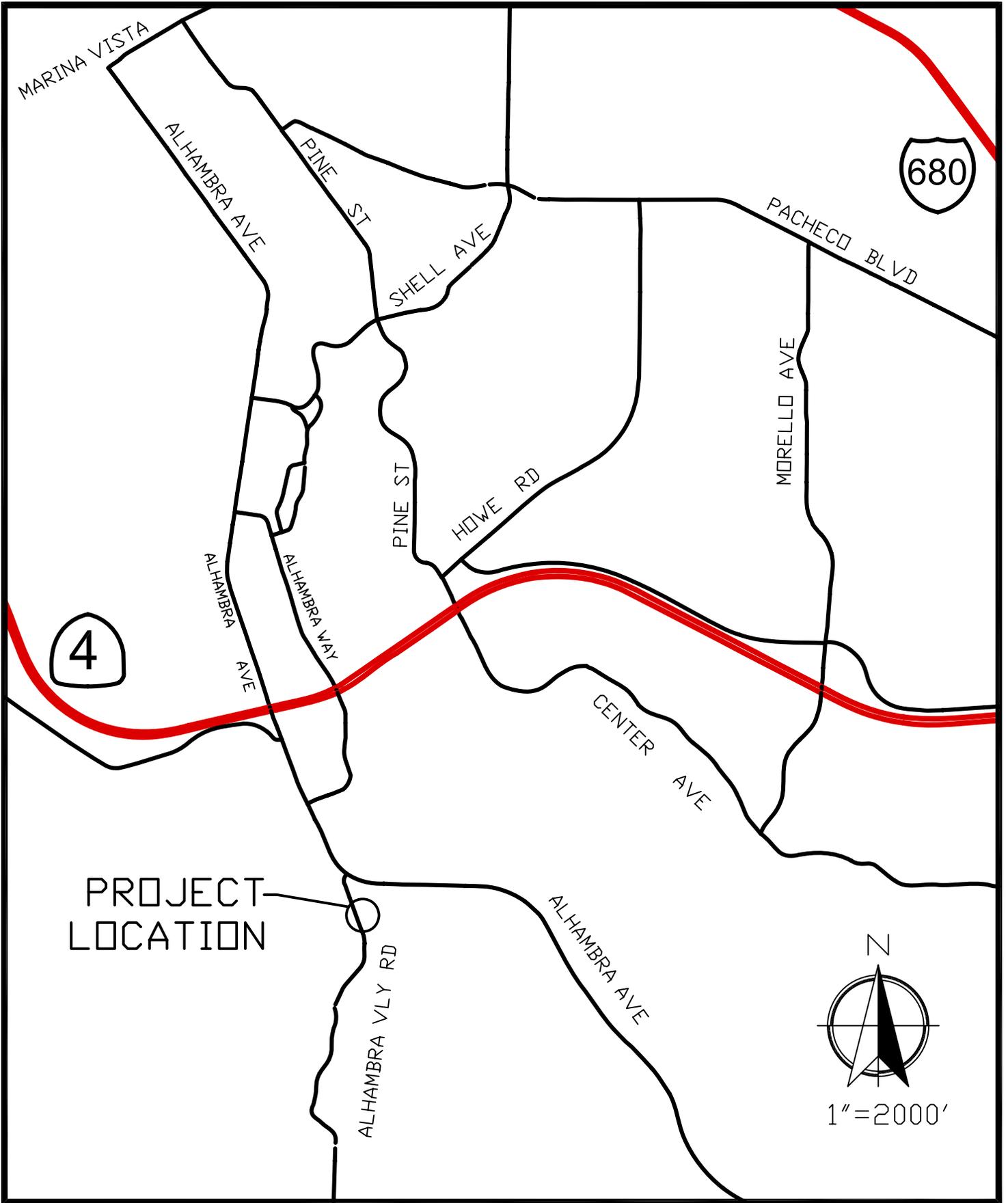
Intersection improvements and pedestrian facilities

Pedestrian plazas, walkways and other streetscape improvements that encourage walking

Traffic calming measures

Bicycle facilities

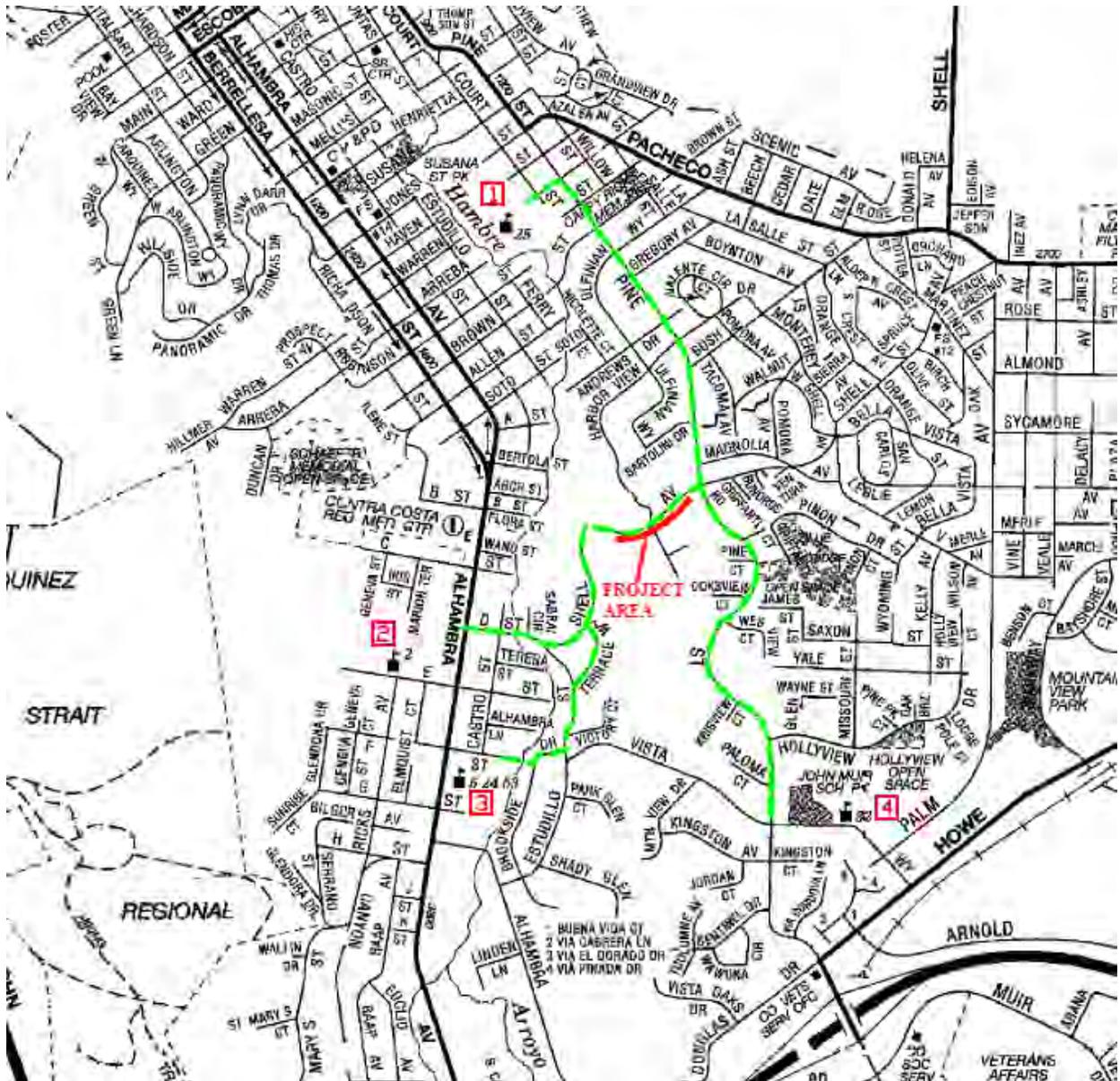
A full description of the CC-TLC program is included in the Measure J Transportation Sales Tax Expenditure Plan (July 21, 2004 as amended). Detailed project descriptions shall be included in the appropriate funding resolution.



## VICINITY MAP

Alhambra Valley Road  
 Sidewalk Construction Project  
 City of Martinez

# VICINITY MAP



## Shell Avenue Pedestrian/Bicycle Improvement Project

1. Martinez Junior High School
2. Alhambra High School
3. Vicente Martinez High School
4. John Muir Elementary School

