

**Master Programs Funding Agreement between the  
Alameda County Transportation Commission  
and the City of San Leandro**

Contract Number A11-0081

This Master Programs Funding Agreement (“AGREEMENT”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the Alameda County Transportation Commission (“Alameda CTC”) and the City of San Leandro (“RECIPIENT”).

**RECITALS**

A. On November 7, 2000, 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 the reauthorization of Measure B, thereby authorizing Alameda County Transportation Improvement Authority (“ACTIA”) to administer the proceeds from a continued one-half cent transaction and use tax (“Measure B”).

B. The duration of the tax will be 20 years from the initial year of collection, which began April 1, 2002, with said tax to terminate/expire on March 31, 2022. The tax proceeds will be used to pay for the programs and projects outlined in Alameda County’s 20-Year Transportation Expenditure Plan (the “Measure B Expenditure Plan”), as it may be amended.

C. The Measure B Expenditure Plan authorizes the issuance of bonds to expedite delivery of transportation projects and programs. Costs associated with bonding will be borne only by the capital projects included in the Measure B Expenditure Plan and by any programs included in the Measure B Expenditure Plan that utilize the bond proceeds.

D. On November 2, 2010, the voters of Alameda County approved Measure F, the Vehicle Registration Fee (“VRF”) Program, pursuant to Section 65089.20 of the Government

Code, thereby authorizing the Alameda County Congestion Management Agency (“ACCMA”) to administer the proceeds from a \$10 per year vehicle registration fee on each annual motor-vehicle registration or renewal of registration in Alameda County, starting in May 2011, six months following approval of Measure F. Vehicles subject to the VRF include all motorized vehicles, including passenger cars, light-duty trucks, medium-duty trucks, heavy-duty trucks, buses of all sizes, motorcycles, and motorized camper homes, unless vehicles are expressly exempted from the payment of the VRF.

E. Funds raised by the VRF will be used exclusively for local transportation purposes in Alameda County that have a relationship or benefit to the owners of motor vehicles paying the VRF, including projects and programs identified in the expenditure plan approved by the voters as part of Measure F (the “VRF Expenditure Plan”).

F. On June 24, 2010, ACTIA and ACCMA took the final actions to create Alameda CTC, which has assumed the responsibilities of ACTIA and ACCMA, including duties related to Measure B and the VRF.

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

#### **ARTICLE 1:FUNDING ALLOCATIONS**

A. This AGREEMENT authorizes the Alameda CTC to allocate funds derived from both Measure B and the VRF as described in their respective voter-approved expenditure plans and as summarized and described below for different fund types. All fund distributions pursuant to this AGREEMENT shall be effective as of April 1, 2012.

<b>Fund Type</b>	<b>Allocation Method</b>
Bicycle and Pedestrian Safety	Measure B: 75% Pass-through Funds
	Measure B: 25% Grant Program
	VRF Funds: 100% Grant Program
Local Streets and Roads	Measure B: 100% Pass-through Funds
	VRF Funds: 100% Pass-through funds
Local Transportation Technology	VRF Funds: 100% Grant Program
Mass Transit	Measure B: 100% Pass-through Funds
	Measure B Express Bus: 100% Grant Program
	VRF Funds: 100% Grant Program; recipients may also use these funds for paratransit services
Paratransit	Measure B: 100% Pass-through Funds
	Measure B Gap Grant: 100% Grant Program
Transit Center Development	Measure B: 100% Grant Program

**1. Bicycle and Pedestrian Safety:**

a. Measure B bicycle and pedestrian safety pass-through funds within each geographic subarea are distributed pursuant to a formula weighted 100 percent by the population of the jurisdiction within the subarea. The Measure B Expenditure Plan designates 75 percent of Measure B funds as local pass-through funds. Each city and Alameda County shall receive up to their proportional share of the 75 percent of the funds based on population over the life of the Measure. Allocations may change in the future based on changes in population figures. Recipients agree to the formula distributions herein and are not required to enter into a separate agreement with Alameda CTC prior to receipt of such funds.

b. Measure B and VRF bicycle and pedestrian safety grant funds are awarded on a discretionary basis through competitive grant programs. Any recipient of such a grant award shall enter into a separate agreement with Alameda CTC in conformance with the Bicycle and Pedestrian Safety Program Implementation Guidelines prior to receipt of such funds.

c. The Bicycle and Pedestrian Safety 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.

**2. Local Streets and Roads:**

a. Measure B local streets and roads pass-through funds within the geographic subarea are distributed 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. Allocations may change in the future based on changes in population and road mile figures. Recipients agree to the formula distributions herein and are not required to enter into a separate agreement with Alameda CTC prior to receipt of such funds.

b. VRF local streets and roads pass-through funds within the geographic planning area are based on a formula weighted 50 percent by the population of the jurisdiction within the planning area and 50 percent of the number of registered vehicles in the planning area. VRF local streets and roads funds will be distributed by population within a planning area. Allocations may change in the future based on changes in population and number of registered vehicle figures. Recipients are not required to enter into a separate agreement with Alameda CTC prior to receipt of such funds.

c. The Local Streets and Roads 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.

3. **Local Transportation Technology:**

a. VRF local transportation technology grant funds are awarded on a discretionary basis through a competitive grant program. Any recipient of such a grant award shall enter into a separate agreement with Alameda CTC prior to receipt of such funds.

b. The VRF Local Transportation Technology 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.

4. **Mass Transit:**

a. Measure B pass-through funds are allocated to the transit operators based on a set of percentages of net revenues generated by the Measure B sales tax. These percentages are attached hereto as Exhibit A and by this reference made a part of this AGREEMENT. Allocations may change in the future based on transit service changes. Recipients are not required to enter into a separate agreement with Alameda CTC prior to receipt of such funds.

b. Measure B and VRF mass transit grant funds are awarded on a discretionary basis through competitive grant programs. Any recipient of such a grant award shall enter into a separate agreement with Alameda CTC in conformance with the Mass Transit Program Implementation Guidelines prior to receipt of such funds.

c. The Mass Transit 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.

5. **Paratransit:**

a. Measure B pass-through funds for non-mandated paratransit services are distributed to each subarea of the County pursuant to the figures set forth in the Measure B Expenditure Plan, and mandated paratransit services are distributed by percentages set forth in the Measure B Expenditure Plan, attached hereto as Exhibit B and by this reference made a part of this AGREEMENT. Based on the plans prepared by the cities and the transit operators, and based on the provisions of the Measure B Expenditure Plan, the Paratransit Advisory and Planning Committee (“PAPCO”) annually recommends allocation factors for distribution of funds for non-mandated paratransit services within Alameda County, subject to the review and approval of the Alameda CTC Board. Recipients are not required to enter into a separate agreement with Alameda CTC prior to receipt of such funds.

b. Measure B paratransit gap grant funds, including stabilization funds, and base program and minimum service level funds, are awarded on a discretionary basis through competitive grant programs. Any recipient of such a grant award shall enter into a separate agreement with Alameda CTC in conformance with the Paratransit Program Implementation Guidelines prior to receipt of such funds.

c. The 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.

6. Transit Center Development funds are allocated on a grant basis. Any recipient of such a grant award shall enter into a separate agreement with Alameda CTC in conformance with the Transit Center Development Implementation Guidelines prior to receipt of such funds. The Transit Center Development 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.

## **ARTICLE 2: PAYMENTS AND EXPENDITURES**

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

1. Within five working days of actual receipt of the monthly Measure B sales tax revenues and VRF revenues from the State Board of Equalization, Alameda CTC shall remit to the RECIPIENT its designated amount of pass-through funds disbursed on a monthly basis by a set formula for distribution.

2. Alameda CTC shall annually update the Measure B sales tax revenue and VRF 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); maintained road mileage from the Department of Transportation; and the number of registered vehicles in each Alameda County subarea, using registered vehicle data provided by the California Department of Motor Vehicles, as it is made available. Alameda CTC shall use the updated Measure B and VRF 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.

3. Alameda CTC shall provide an annual projection of Measure B and VRF revenues passed through to each RECIPIENT by each type of fund at the beginning of each calendar year for the subsequent fiscal year.

4. Alameda CTC shall monthly report the amount of Measure B and VRF revenues passed through to RECIPIENT by each fund type for the fiscal year and for the total program to date.

5. Alameda CTC shall provide for an independent annual audit of its revenues and expenditures and also of its calculation of the allocation formula for distributing Measure B and VRF revenues to various RECIPIENTS and render an annual report to the Alameda CTC Board within 180 days following the close of the fiscal year. Alameda CTC shall render an annual report on Measure B funds to the Citizens Watchdog Committee as soon thereafter as practical.

6. Alameda CTC shall provide timely notice to RECIPIENT prior to conducting an audit of any expenditures made by RECIPIENT to determine whether such expenditures are in compliance with this AGREEMENT, the Measure B Expenditure Plan, the VRF Expenditure Plan, Measure B, or the VRF ballot measure.

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

1. RECIPIENT shall expend all Measure B and VRF funds distributed to the RECIPIENT in compliance with the applicable guidelines and Plan(s), including the 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 keep separate accounting and reporting for each type of Measure B and VRF fund to be received. RECIPIENT must account separately for Measure B and VRF funds, and accrue any interest from each fund source into each separate fund account. The accounting system shall provide adequate internal controls and audit trails to facilitate an annual compliance audit for each fund type 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 B and VRF revenues as reflected in the ballot measures, the Measure B Expenditure Plan, and the VRF Expenditure Plan, and agrees to accept and utilize the California Department of Finance Estimates of Population figures (Report E-1, updated each May) for California cities and counties and registered vehicle data provided by the California Department of Motor Vehicles for the annual update of the allocation formulas to begin in each new fiscal year.

### **ARTICLE 3: 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 B and VRF funds received by RECIPIENT shall be spent expeditiously, and no unexpended funds beyond those included in reserves pursuant to Section B

below are allowed, unless a written request is submitted to the Alameda CTC and approved by the Board.

2. Any funds which are not spent in a timely manner in compliance with the above Timely Use of Funds Policy, unless such funds are properly placed in a reserve permitted by this AGREEMENT, shall be subject to rescission as set forth in **Section C** below. Further, any funds placed into a reserve fund which are not spent in a timely manner in compliance with the policies applicable to such reserve fund, shall be subject to rescission as set forth in **Section C** below.

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 otherwise not be funded with a single year's worth of Measure B or VRF pass-through 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 4.A.3.

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 2012-2013 (FY 12-13), RECIPIENT may collect

reserve funds during some or all of FY 12-13, FY 13-14 and FY 14-15, and must spend the reserve funds prior to the end of FY 15-16.

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 Board, 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. The total amount retained in such fund may not exceed 50 percent of anticipated annual combined revenues from Measure B and VRF funds. 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 4.A.3.

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 pass-through revenues,

unless an exception is requested in writing and approved by the Alameda CTC Board. 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 4.A.3.

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

C. **Rescission of Funds Policy:** If RECIPIENT does not meet the timeliness requirements set forth in **Sections A and B**, Alameda CTC may determine that 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 3, 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 B and VRF funds solely for transportation purposes as defined by the authorizing ballot measures. Any jurisdiction that violates this provision must fully reimburse all misspent funds, including all interest earned thereon.

2. **Non-Substitution of Funds:** RECIPIENT shall use Measure B, pursuant to PUC 180000 et seq., and VRF funds to supplement and not replace existing property taxes used for transportation purposes.

3. **Fund Exchange:** Any fund exchanges made using Measure B or VRF funds 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 B and VRF programs, including direct staff costs and consultant costs, are eligible uses of Measure B and VRF funds. Alameda CTC does not allow indirect costs, unless the RECIPIENT submits an independently audited/approved Indirect Cost Allocation Plan.

#### **ARTICLE 4: REPORTING REQUIREMENTS**

A. RECIPIENT shall comply with each of the reporting requirements set forth in this Article 4. If RECIPIENT fails to comply with one or more of these requirements, Alameda CTC may withhold payment of further Measure B and/or VRF funds to RECIPIENT until full compliance is achieved.

1. RECIPIENT shall follow all Implementation Guidelines established for each fund source, as the same may be changed from time to time by the Alameda CTC. Such Implementation Guidelines are intended to provide program eligibility and fund usage guidelines, definitions, additional requirements, and guideline adoption details.

2. RECIPIENT shall submit to Alameda CTC, on an annual basis and at the RECIPIENT's expense, an independent compliance audit of the funds received and used, including plans and reports of expenditures. RECIPIENT shall complete, certify, and provide the annual compliance audit to Alameda CTC within 180 days following the close of each fiscal year.

3. 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 B and VRF funds. In such report, RECIPIENT shall state how the funds were used, the benefits derived from the funded programs and projects, and establishment of 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 plan for the unexpended funds.

4. 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. Road miles shall be used in the updated Measure B sales tax revenue allocation formula for distributing Measure B funds and the new mileage shall be reflected in the distributions that start on July 1 of each new fiscal year. 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.

5. RECIPIENT shall install or mount signage adjacent to VRF and Measure B funded construction projects and on vehicles funded with VRF and Measure B 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 B and/or VRF funds. RECIPIENT shall include a description of signage and number of signs posted in the annual compliance report submitted to Alameda CTC.

6. RECIPIENT shall provide current and accurate information on RECIPIENT's website, to inform the public on how RECIPIENT is using Measure B and/or VRF funds, and shall also provide a link to Alameda CTC's website.

7. RECIPIENT shall, at least annually, publish an article either in RECIPIENT newsletter or in Alameda CTC's newsletter, highlighting a project or program in which RECIPIENT has used Measure B and/or VRF funds.

8. 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 B and/or the VRF.

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

10. 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 5: OTHER PROVISIONS**

**A. Geographic Breakdown:** In all cases:

1. North Area refers to the Cities of Alameda, Albany, Berkeley, Emeryville, Oakland, and Piedmont.

2. Central Area includes the 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.

3. South Area includes the Cities of Fremont, Newark, and Union City.

4. East Area includes the Cities of Livermore, Dublin, and Pleasanton, and all unincorporated lands governed by Alameda County in the East Area.

**B. 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 the Measure B or VRF 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 the Measure B or VRF funds distributed to RECIPIENT pursuant to this AGREEMENT.



C. **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.

D. **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.

E. **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.

F. **Term:** The term of this AGREEMENT shall be from April 1, 2012 to June 30, 2022.

G. **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.

H. **Modification:** This AGREEMENT, and its Exhibits, as well as the referenced Implementation Guidelines and grant program guidelines, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings regarding Measure B and VRF pass-through and program funds (but not project funding agreements), including but not limited to ACTIA Measure B pass-through funding agreement and ACTIA Measure B paratransit funding agreement, which former agreements are terminated as of the effective date hereof. This AGREEMENT may only be changed by a written amendment executed by both parties. Notwithstanding the foregoing, the Implementation Guidelines and grant program guidelines may be changed from time to time by the Alameda CTC.

## **EXHIBITS**

The following Exhibits are hereby made part of this AGREEMENT:

Exhibit A: Mass Transit Fund Distribution by Agency

Exhibit B: Paratransit Services Fund Distribution



## EXHIBIT A

### MEASURE B MASS TRANSIT FUND DISTRIBUTION BY AGENCY

Alameda CTC distributes Measure B mass transit pass-through funds based on the distribution percentages for net Measure B revenues specified in the Measure B Expenditure Plan, as shown below.

Agency		Percentage of Net Revenues
AC Transit	North County	9.48%
	Central County	4.74%
	South County	1.61%
AC Transit Welfare to Work	North County	1.24%
AC Transit Welfare to Work	Central County	0.22%
LAVTA	East County	0.69%
Union City Transit	South County	0.34%
ACE	East County	1.05%
ACE	South County	1.07%
WETA Ferry Service	Alameda County	0.78%
<b>Express Bus Service Grant</b>		<b>0.70%</b>

**Countywide Local and Feeder Bus Service:** Provides funding for countywide local and feeder bus service in every region of the county to link neighborhoods and commuters to BART, rail, and express bus connections throughout the county. Welfare to Work programs dedicate 1.46 percent of overall net sales tax receipts to enhancing transportation opportunities for persons making the transition from welfare to work.

**Other Mass Transit Programs:** Provides funding to Water Emergency Transportation Authority (WETA) Transbay Ferry Service to expand transbay ferry service from Alameda. Provides funding to Altamont Commuter Express for capital and operating costs for operations in South and East Alameda County.

**Express Bus Service Grant Program:** Provides funding for public transit operators to provide express bus services within Alameda County. Refer to the Express Bus Service Grant Program Guidelines for eligibility requirements.

**Transit Operations:** Provides funding to transit operators for maintenance of transit services, restoration of service cuts, expansion of transit services, and passenger safety and security. The transit operators will determine the priorities for these funds through public processes and will submit an annual audit to Alameda CTC.

AC Transit agrees to allocate 1.46 percent of overall net sales tax receipts to enhancing transportation opportunities for persons making the transition from welfare to work. These

"welfare to work" funds can be used by AC Transit for service restoration and expansion or implementation of improved bus service to facilitate travel to and from work. AC Transit will prioritize the restoration and development of new services to meet the employment-related transit needs of low-income residents in northern and central Alameda County.

Additionally, these funds may be used, at the determination of AC Transit, to provide subsidies of regular bus fares for individuals living in northern and central Alameda County who are transferring from welfare to work as well as those who are economically disadvantaged. In the event that sufficient funds are otherwise available to AC Transit to meet these needs then "welfare to work" funds can be used for other general passenger service purposes in northern and central Alameda County.

AC Transit will work together with and actively seek input from bus riders, business leaders, mayors and other elected officials in San Leandro, Hayward, and the unincorporated areas in Central Alameda County to ensure that the additional transit funds in Central County are used for bus improvements such as night, weekend, and more frequent service, connections to residential growth areas, and access to major employment centers, including enhancement of east-west corridors.

AC Transit will continue to provide transit service similar to the Department of Labor-funded shuttle to and from job sites in East and West Oakland, as needed. AC Transit, the County, the City of Oakland, the Port of Oakland and other entities will look for additional money from outside sources to fund the service. If needed, a portion of the proceeds from the reauthorization of Measure B may be used.

Refer to Mass Transit Program Implementation Guidelines for program and project eligibility fund usage, and requirements.

## EXHIBIT B

### PARATRANSIT SERVICES FUND DISTRIBUTION

Alameda CTC distributes Measure B paratransit funds to County subareas/planning areas and to AC Transit and BART based on the distribution percentages in the Measure B Expenditure Plan, as shown below. Distributions to jurisdictions for non-mandated services within each subarea are based on allocation formulas recommended by PAPCO and approved by the Alameda CTC Board.

Area/City	Area Percentage (A)
<b>Non-Mandated – North County</b>	<b>1.24%</b>
Alameda	
Albany	
Berkeley	
Emeryville	
Oakland	
<b>Non-Mandated – Central County</b>	<b>0.88%</b>
Hayward	
San Leandro	
<b>Non-Mandated – East County</b>	<b>0.21%</b>
LAVTA	
Pleasanton	
<b>South County</b>	<b>1.06%</b>
Fremont	
Newark	
Union City	
<b>ADA Mandated – North County</b>	<b>4.53%</b>
AC Transit	
BART	
<b>ADA Mandated – Central County</b>	<b>1.10%</b>
AC Transit	
BART	
<b>Discretionary Program</b>	<b>1.43%</b>

1. Column A shows the percentage of 2000 Measure B funds required to be distributed to each area in the County. Funding for special transportation for seniors and people with disabilities is provided for services mandated by the ADA to fixed-route public transit operators who are required to provide that service. Funds for the South County are allocated between mandated and non-mandated programs on an annual basis by the cities in that part of the County.

2. Coordination/Gaps in Service Fund (1.43%) allocations are recommended by PAPCO and approved by the Alameda CTC Board.
3. Americans with Disabilities Act (ADA) mandated services are allocated to AC Transit and BART according to the percentages included in the Expenditure Plan.

Refer to Paratransit Program Implementation Guidelines for program and project eligibility fund usage, and requirements.