

MEASURE B
MASTER PROGRAMS FUNDING AGREEMENT
between the
ALAMEDA COUNTY TRANSPORTATION COMMISSION
and the
CITY OF HAYWARD

This Measure B Master Programs Funding Agreement (“AGREEMENT”), effective the 1st of July 1, 2026, is entered into by and between the Alameda County Transportation Commission (“ALAMEDA CTC”) and the City of Hayward (“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 Measure B sales tax was collected for a period of 20 years from April 1, 2002, through March 31, 2022. The tax proceeds must 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. On June 24, 2010, ACTIA and ACCMA took the final actions to create ALAMEDA CTC, a joint powers authority, with all of ACTIA and ACCMA’s functions and responsibilities. Pursuant to resolutions adopted by the ACCMA and ACTIA Boards and the governing body of the ALAMEDA CTC (“COMMISSION”), ACCMA and ACTIA were terminated as of the close of business on February 29, 2012, with ALAMEDA CTC designated as the successor entity. All of its predecessors’ functions and responsibilities have been assigned to, and accepted by, ALAMEDA CTC, including duties related to the Measure B Program.

D. This AGREEMENT delineates the requirements of the Measure B Direct Local Distribution (“DLD”) funds that have been directly allocated to local jurisdictions and transit operators, as authorized by the Measure B Expenditure Plan. Discretionary funds identified in this expenditure plan are not the subject of this AGREEMENT, and RECIPIENT will be required to enter into a separate agreement for those funds.

E. RECIPIENT’s Measure B Audited Financial Statement for Fiscal Year Ended June 30, 2025 reports a Measure B DLD fund balance of \$1,136,500.

F. The parties to this AGREEMENT previously entered into a Master Programs Funding Agreement applicable to DLD funds distributed by ALAMEDA CTC, which expires as of June 30, 2026 (“ORIGINAL AGREEMENT”). The parties have determined that it is appropriate to enter into a new agreement rather than extending the ORIGINAL AGREEMENT, in part because the ORIGINAL AGREEMENT governed separate ALAMEDA CTC funds which will be distributed for many years after the deadline for

expenditure of the funds governed by this AGREEMENT, and those funds shall now be governed by a separate agreement between the parties.

G. Notwithstanding anything to the contrary in the ORIGINAL AGREEMENT, RECIPIENT is granted until June 30, 2027 to expend its remaining Measure B DLD Balance, pursuant to action taken on February 26, 2026 by the COMMISSION to complete the closeout of the RECIPIENT's Measure B DLD program.

This AGREEMENT was originally approved by the COMMISSION on February 26, 2026.

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

ARTICLE I: MEASURE B DLD PROGRAM FUND BALANCE

1. This AGREEMENT shall be effective as of July 1, 2026. The ORIGINAL AGREEMENT shall govern and control all expenditures of DLD distributions made on or before June 30, 2026. There will no further distributions of DLD funds from Measure B after such effective date.

2. This AGREEMENT authorizes RECIPIENT to expend its remaining Measure B DLD Program balance as stated in RECIPIENT's Measure B Audited Financial Statement for Fiscal Year Ended June 30, 2025 as summarized in Table A: DLD Program Fund Balance Summary.

DLD Program	Fund Balance
Bicycle and Pedestrian Program	\$505,942
Local Streets and Roads Program	\$719,264
Paratransit Program	-\$88,706
Total	\$1,136,500

3. The Measure B DLD Program Fund Balance must be expended fully by June 30, 2027. Any portion of such Fund Balance which is not expended by that date shall revert to ALAMEDA CTC.

4. The Measure B DLD Program funds must be used in accordance with the applicable Bicycle and Pedestrian Program Implementation Guidelines, Local Streets and Roads Program Implementation Guidelines, Mass Transit Program Implementation Guidelines, and Paratransit Program Implementation Guidelines, which define eligibility and fund usage guidelines, definitions, additional requirements, and guideline adoption details. Said guidelines are hereby incorporated into this AGREEMENT by reference.

ARTICLE II: PAYMENTS AND EXPENDITURES

A. ALAMEDA CTC'S DUTIES AND OBLIGATIONS

1. ALAMEDA CTC shall provide for an independent annual audit of its financial statements including revenues and expenditures and also of its calculation of the allocation formula for distributing

Measure B revenues to various recipients and render an annual report to the COMMISSION within 180 days following the close of the fiscal year.

2. ALAMEDA CTC shall provide timely notice to RECIPIENT prior to conducting an audit of expenditures made by RECIPIENT to determine whether such expenditures are in compliance with this AGREEMENT and the Measure B Expenditure Plan.

B. RECIPIENT'S DUTIES AND OBLIGATIONS

1. RECIPIENT shall expend all Measure B funds received in compliance with the applicable guidelines and the Measure B Expenditure Plan, including the Implementation Guidelines and performance measures, as they may be adopted or amended by ALAMEDA CTC from time to time.

2. RECIPIENT shall set up and maintain an appropriate system of accounts to report on Measure B funds received. RECIPIENT must account for Measure B funds, including any interest received or accrued, separately for each fund type, and from any other funds received from the ALAMEDA CTC. 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 shall expend Measure B funds in compliance with the Timely Use of Funds Policies for Direct Local Distributions, as approved by the COMMISSION, and as they may be adopted or amended by ALAMEDA CTC from time to time.

C. OTHER EXPENDITURE RESTRICTIONS

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

2. **Non-Substitution of Funds:** RECIPIENT shall use Measure B funds to supplement and not replace existing property taxes used for transportation purposes.

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

ARTICLE III: REPORTING REQUIREMENTS**A. REQUIREMENTS AND WITHHOLDING**

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

1. RECIPIENT shall, by December 31st of each year, submit to ALAMEDA CTC, at the RECIPIENT's expense, separate independently audited financial statements for the prior fiscal year ended June 30 of Measure B funds received and used.

2. RECIPIENT shall, by December 31st of each year, submit to ALAMEDA CTC, at the RECIPIENT's expense, annual program compliance reports regarding programs and projects on which RECIPIENT expended Measure B funds.

3. RECIPIENT shall document expenditure activities and report on the performance of Measure B funded activities through the annual program compliance reporting process, or through other ALAMEDA CTC performance and reporting processes as they may be requested, including but not limited to the annual performance report, annual program plan, planning monitoring reports. Program Performance Measures are attached hereto as Exhibit A.

4. RECIPIENT shall install or mount signage adjacent to Measure B funded construction projects, and on vehicles funded with 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 funds.

5. RECIPIENT shall provide current information on RECIPIENT's website, to inform the public about how RECIPIENT is using Measure B funds.

6. 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 the ability to know which projects and programs are funded through Measure B funds.

7. RECIPIENT shall make its administrative officer or designated staff available upon request to render a report or answer any and all inquiries in regard to RECIPIENT's receipt, usage, and/or compliance audit findings regarding Measure B funds before the COMMISSION and/or the Independent Watchdog Committee or community advisory committees, as applicable.

8. RECIPIENT agrees that ALAMEDA CTC may review and/or evaluate all 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 IV: OTHER PROVISIONS**A. INDEMNITY BY RECIPIENT**

Neither ALAMEDA CTC, nor the COMMISSION, 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 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, the COMMISSION, 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 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 to which it relates. 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 July 1, 2026 to December 31, 2027, unless amended or terminated in writing.

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, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings regarding Measure B program funds (but not project funding agreements), including but not limited to the ORIGINAL AGREEMENT, which is 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, Performance Measures, and Timely Use of Funds Policies related to Measure B funds may be changed from time to time by ALAMEDA CTC.

[Signatures on next page]

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

**CITY OF HAYWARD
(RECIPIENT)**

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

By: _____
Jennifer Ott Date
City Manager

By: _____
Tony Tavares Date
Executive Director

Recommended

By: _____
Vivek Bhat Date
Deputy Executive Director of Projects

Reviewed as to Budget/Financial Controls:

By: _____
Patricia Reavey Date
Deputy Executive Director of
Finance and Administration

Approved as to Legal Form:

Approved as to Legal Form:

By: _____
Michael Lawson Date
City Attorney, City of Hayward

By: _____
Fennemore LLP Date
Legal Counsel to ALAMEDA CTC

EXHIBIT A**DIRECT LOCAL DISTRIBUTION PROGRAM
PERFORMANCE MEASURES**

Direct Local Distribution (DLD) recipients are to document the performance and benefits of the projects and programs funded with Measure funds. The following performance measures are a selection of performance measures and associated standards, organized by funding program, that must be documented at minimum by DLD recipients as applicable. Additional performance measures may be requested by Alameda CTC.

Performance reporting and monitoring will be done through Alameda CTC's standard reporting processes, including the Annual Program Compliance Reports and various planning activities, as requested and applicable. Alameda CTC's performance reporting will concentrate on key indicators at the time of reporting.

**BICYCLE AND PEDESTRIAN PROGRAM
PERFORMANCE MEASURES**

Performance Measure	Performance Metrics & Standards	Evaluation Frequency & Method	Corrective Action
Infrastructure Investment Report on bicycle and pedestrian projects completed or underway.	Directional lane miles of all bicycle facilities built or improved (may include bike lanes, bike routes, multi-use pathway improvements). Linear feet of all pedestrian improvements built or improved (may include sidewalks, trails/pathways). Number of all intersections or midblock bicycle/pedestrian crossing locations improved (may include locations that received crossing improvements, curb/ADA ramps, bicycle protection elements, daylighting, traffic calming elements, lighting, etc.).	Annually via Compliance Report	N/A; Report on investments
Safety Investments Report on bicycle and pedestrian investments located on countywide priority networks: - High Injury Network (HIN) Proactive Safety Network (PSN) - Countywide Bikeways Network (CBN)	Directional lane miles of bicycle facilities built or improved to an All Ages and Abilities (AAA) standard on the Alameda CTC-adopted HIN, PSN and/or CBN. Linear feet of pedestrian improvements built or improved on the Alameda CTC-adopted HIN or PSN (may include sidewalks, trails/pathways). Number of intersections and/or midblock bicycle/pedestrian crossing locations improved on Alameda CTC-adopted HIN, PSN, or CBN (may include locations that received crossing improvements, curb/ADA ramps, bicycle protection elements, daylighting, traffic calming elements, lighting, etc.).	Annually via Compliance Report	N/A; Report on investments
Current Master Plan Maintain a local current Bicycle/Pedestrian Master Plan (BPMP) or Active Transportation Plan.	Plan(s) no more than 5 years old, based on adoption date.	Annually via Compliance Report	Any agency without a current plan is required to provide schedule for a plan update.
Capital Project and Program Investment Report on capital and program administration costs	Investment into capital projects and programs is greater than program administration costs (outreach, staffing, administrative support).	Annually via Compliance Report	Any agency not achieving this metric must explain how capital needs will be addressed in the future.

EXHIBIT A (cont.)**LOCAL TRANSPORTATION PROGRAM (Local Streets and Roads (LSR))
PERFORMANCE MEASURES**

Performance Measure	Performance Metrics & Standards	Evaluation Frequency & Method	Corrective Action
Infrastructure Investment Report on roadway and transportation improvements completed or underway.	Lane miles of roadway improvements, pavement rehabilitation, striping, etc. Linear feet of all bicycle/pedestrian improvements built or improved (may include sidewalks, trails/pathways). Number of all intersections or midblock bicycle/pedestrian crossing locations improved (may include locations that received crossing improvements, curb/ADA ramps, bicycle protection elements, daylighting, traffic calming elements, lighting, etc.).	Annually via Compliance Report	N/A; Report on investments
Safety Investments Report on bicycle and pedestrian investments located on countywide priority networks: - High Injury Network (HIN) Proactive Safety Network (PSN) - Countywide Bikeways Network (CBN)	Directional lane miles of bicycle facilities built or improved to an All Ages and Abilities (AAA) standard on the Alameda CTC-adopted HIN, PSN and/or CBN. Linear feet of pedestrian improvements built or improved on the Alameda CTC-adopted HIN or PSN (may include sidewalks, trails/pathways). Number of intersections and/or midblock bicycle/pedestrian crossing locations improved on Alameda CTC-adopted HIN, PSN, or CBN (may include locations that received crossing improvements, curb/ADA ramps, bicycle protection elements, daylighting, traffic calming elements, lighting, etc.).	Annually via Compliance Report	N/A; Report on investments
Pavement Condition Index (PCI)	Maintain a PCI moving average rating of 60 or above. Average PCI based on latest available data from MTC's Pavement Condition Index Summary Report .	Annually via Compliance Report	Any agency not achieving the target must identify corrective actions and future investments to address PCI levels.
Equitable Investments Report on investments within equity communities	Identify LSR investments toward maintaining and improving roadways and transportation infrastructure, in equity communities as the areas are defined in: - Equity Priority Communities as defined by MTC - Equity Areas as defined by Alameda CTC - Locally-defined equity areas - Opportunity Zones as certified by the U.S. Department of the Treasury	Annually via Compliance Report	N/A; Report on investments
Measure BB LSR 15% Requirement Expenditure of LSR funds on bicycle and pedestrian projects elements (for Measure BB funds only)	Maintain a 15% annual minimum LSR investment to support bicycling and walking.	Annually via Compliance Report	Any agency not achieving the target annual percentage must explain and/or identify plan to use LSR funds on future bicycle/pedestrian improvements to meet this target over the duration of Measure BB.
Capital Project and Program Investment Report on capital and program administration costs	Investment into capital projects and programs is greater than program administration costs (outreach, staffing, administrative support).	Annually via Compliance Report	Any agency not achieving this metric must explain how capital needs will be addressed in the future.

EXHIBIT A (cont.)**MASS TRANSIT PROGRAM
PERFORMANCE MEASURES**

Performance Measure	Performance Metrics & Standards	Evaluation Frequency & Method	Corrective Action
Ridership/Service Utilization Annual Ridership (Unlinked Passenger Trips)	Annual Unlinked Trips as reported to the National Transit Database (NTD). Note: Latest fiscal year data is provided provisionally by transit operators and is subject to change. NTD regularly revises historical year data as part of new data releases. Alameda CTC analysis will be based on the latest available NTD data.	Annually reported by Transit Operators.	N/A
On-Time Performance Systemwide on-time performance	Average on-time performance as reported by transit operator. Target of 75% to 90% or based on the transit agency's adopted performance goals and standards.	Annually reported by Transit Operators.	Any agency with significant decline below adopted target must provide an explanation and specify plan to improve performance.
Cost Effectiveness Operating Cost Metrics	Operating Cost Metrics as reported to the National Transit Database (NTD) as requested such as: - Operating cost per passenger mile - Operating cost per vehicle revenue mile	Annually reported by Transit Operators.	Any agency with significant increase in costs must provide an explanation.

**PARATRANSIT PROGRAM
PERFORMANCE MEASURES**

Performance Measure	Performance Metrics & Standards	Evaluation Frequency & Method	Corrective Action
Ridership/Service Utilization Number of people served or trips provided	Number of individuals served or trips provided by program (for service types such as ADA mandated paratransit, door-to-door service, taxi programs, accessible van service, shuttle service, group trips, travel training, meal delivery)	Annually via Compliance Report and Program Plan Review.	N/A
Cost Effectiveness Operating Cost Metrics	Cost per trip or per passenger (for service types such as ADA mandated paratransit, door-to-door service, taxi programs, accessible van service, shuttle service, group trips)	Annually via Compliance Report and Program Plan Review.	Any agency with significant increase in costs must provide an explanation.

Note: The Paratransit Program Implementation Guidelines contains additional listing of performance measures by program type.