



# TRI DELTA TRANSIT

Eastern Contra Costa Transit Authority  
801 Wilbur Avenue • Antioch, California 94509  
Phone 925.754.6622 Fax 925.757.2530

## Board of Directors Meeting Agenda

Wednesday July 27<sup>th</sup>, 2016

4:00pm

ECCTA Boardroom

801 Wilbur Avenue, Antioch, CA 94509

Available on line: [www.trideltatransit.com](http://www.trideltatransit.com)

Please see the last page of this agenda for:

- Public comment guidelines
- Agenda, staff report, and document availability
- Americans with Disabilities Act information
- Anticipated action by the Board of Directors

1. **Call to Order:** Chair Doug Hardcastle

a. **Roll Call**

2. **Pledge of Allegiance**

3. **Public Comment**

While public comments are encouraged and taken very seriously, State law prevents the Board of Directors from discussing items that are not on the meeting agenda. If appropriate, staff will follow up on public comments. Please see Public Comment Guidelines on Page 3 of this agenda.

4. **Chair's Report:** Chair Doug Hardcastle

5. **Consent Calendar (ACTION ITEM):** Minutes, Financial Report, and Marketing Activities Report (*see attachment: tab #1*)

- Minutes of the Board of Directors meeting of June 22<sup>nd</sup>, 2016
- Financial Report
- Marketing Activities Report

**Requested Action:** Approve items 5a, 5b, and 5c

6. **CEO's Report:** Jeanne Krieg

- Operations Report** (*see attachment: tab #2*)

**Board of Directors:**

City of Antioch

Wade Harper  
Mary Rocha\*\*

City of Brentwood

Gene Clare  
Barbara Guise

City of Oakley

Doug Hardcastle\*  
Kevin Romick

City of Pittsburg

Ben Johnson  
Pete Longmire

Contra Costa County

Federal Glover  
Mary Piepho

Member-at-Large

Ken Gray

\* Chair: FY 2016-17

\*\* Vice-chair: FY 2016-17

**Board of Directors Meeting Agenda  
Wednesday July 27<sup>th</sup>, 2016**

**7. ACTION AND DISCUSSION ITEMS**

**a. ACTION ITEM: Board Meeting Schedule**

*(see attachment: tab #3)*

**Requested Action #1:** Reschedule the August meeting of the ECCTA Board of Directors from the 4<sup>th</sup> Wednesday (August 24<sup>th</sup>) to the 5<sup>th</sup> Wednesday (August 31<sup>st</sup>)

**Requested Action #2:** Cancel the September 28<sup>th</sup> meeting of the ECCTA Board of Directors

**b. ACTION ITEM: Regional Transit Discount Card Program MOU**

*(see attachment: tab #4)*

**Requested Action:** Adopt Resolution 160727a authorizing the CEO to sign the agreement regarding management of the Regional Transit Discount Card Program.

**c. ACTION ITEM: Countywide Sales Tax Measure**

*(see attachment #5)*

**Requested Action:** Adopt Resolution 160727b supporting the Countywide Imposition of One Half of One Percent Sales Tax to Fund Transportation Improvements in Contra Costa and Conditionally Amend the Growth Management Program in the Measure J Transportation Expenditure Plan to match that found in the 2016 Proposed Transportation Expenditure Plan

**8. CLOSED SESSION: Adjourn to Closed Session:**

Public Employee Performance Evaluation – Government Code §54957(b)(1)  
Title: Chief Executive Officer

Conference with Labor Negotiators – Government Code §54957.6  
Agency Designated Representative: Benjamin Stock, General Counsel  
Unrepresented Employee: Chief Executive Officer

**9. RETURN TO OPEN SESSION: Report, if any**

**10. ACTION ITEM: Review and Approve Chief Executive Officer Employment Agreement**

*(see attachment: tab #6)*

**11. Board of Directors Comments**

Under this item, Directors are limited to providing information, asking clarifying questions about matters not on the agenda, responding to public comment, referring matters to staff, or requesting a report be made at another meeting.

**12. Adjourn**

Next Meeting: If agenda item 7a is approved, August 31<sup>st</sup>, 2016 – 4:00pm

**Public Comment Guidelines:**

- Persons requesting to address the ECCTA Board of Directors are requested to complete a Comment Request form and submit it to the clerk. If possible, please submit the form prior to the start of the meeting. At the appropriate time, the ECCTA chair will call on individuals to comment.
- During the public comment agenda item, the public is permitted to address the ECCTA Board of Directors on items that are on the consent calendar or items not on the agenda. Individuals may also make a request for future agenda items. No action or discussion may take place on any item not appearing on the posted agenda.
- If a person wishes to speak on a specific agenda item, the ECCTA chair will call on the individual when the agenda item is being discussed by the Board of Directors.
- Persons addressing the ECCTA Board of Directors are requested to limit their remarks to three (3) minutes unless an extension of time is granted by the chair, subject to approval of the ECCTA Board of Directors.

**Agenda, staff report, and document availability:**

Copies of all staff reports and documents subject to disclosure that relate to each item of business referred to on the agenda are available for public inspection the Friday before each regularly scheduled Board of Director's meeting at Tri Delta Transit's front desk located 801 Wilbur Avenue, Antioch, California. Any documents subject to disclosure that are provided to all, or a majority of all, of the members of the Board regarding any item on this agenda after the agenda has been distributed will also be made available for inspection at Tri Delta Transit's front desk at the above referenced address during regular business hours.

**Americans with Disabilities Act Information:**

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available in the Tri Delta Transit parking lot. If you are a person with a disability and you need disability-related modifications or accommodations to participate in this meeting, please contact the CEO's Office at (925) 754-6622 or fax (925) 757-2530. Notification 48 hours prior to the meeting will enable Tri Delta Transit to make reasonable arrangements to ensure accessibility to this meeting. {28 CFR 35.102-35, 104 ADA Title II} Please help us accommodate individuals with EI-MSD and refrain from wearing scented products to this meeting. Please turn off any electronic paging device or cell phone.

**Anticipated action by the Board of Directors:**

The Board of Directors may take action on any item on the agenda, which action may consist of the recommended action, no action or a related action.

# **TAB 1**

Agenda Item 5a,b,c  
Consent Calendar (ACTION ITEM): Minutes, Financial Report, and  
Marketing Activities Report

## **Board of Directors Meeting**

Wednesday July 27, 2016

ECCTA Boardroom  
801 Wilbur Avenue, Antioch, CA 94509

**EASTERN CONTRA COSTA TRANSIT AUTHORITY**  
**Antioch - Brentwood - Pittsburg - Oakley and Contra Costa County**

**MINUTES**

June 22, 2016

The Eastern Contra Costa Transit Authority (ECCTA) meeting was called to order in the ECCTA Board Room, 801 Wilbur Avenue, Antioch, California by Chair Ben Johnson at 4:00 P.M.

**ROLL CALL / CALL TO ORDER**

**PRESENT:** Gene Clare (Brentwood); Federal Glover (Contra Costa County); Ken Gray (Member-at-Large); Barbara Guise (Brentwood); Wade Harper (Antioch); Mary N. Piepho (Contra Costa County); Mary Rocha (Antioch); Kevin Romick (Oakley); Doug Hardcastle (Oakley/Vice Chair); and Ben Johnson (Pittsburg/Chair)

**ABSENT:** Pete Longmire (Pittsburg)

**STAFF:** Jeanne Krieg, Chief Executive Officer (CEO)  
Steve Ponte, Chief Operating Officer (COO)  
Ann Hutcheson, Director of Administrative Services  
Ben Stock, Legal Counsel

**OTHERS**

**PRESENT:** Susan Hinson, First Transit  
Gary Mitchell, First Transit  
Hosie Pintily, First Transit  
David Piepho, Discovery Bay

**PLEDGE OF ALLEGIANCE**

Ben Stock led the Pledge of Allegiance.

**PUBLIC COMMENT**

There were no comments from the public.

**CHAIR'S REPORT**

Chair Johnson highlighted some of the accomplishments during his term as Chair where Tri Delta Transit continued to improve and expand, and thanked the members of the Board for the Public Employee Performance Evaluation process which would be pursued in the upcoming closed session.

Chair Johnson added that he had enjoyed his term as Chair, worked hard in that role, appreciated the American Public Transportation Association (APTA) conferences he had been able to attend, and expressed his hope that Ms. Krieg would become a member of the APTA Board of Directors.

### **CONSENT CALENDAR**

On motion by Director Rocha, seconded by Director Romick, ECCTA Boardmembers adopted the Consent Calendar, as shown, which carried by the following vote:

- A. Minutes of the Board of Directors meeting of May 25, 2016
- B. Financial Report
- C. Marketing Activities Report

AYES: Clare, Glover, Gray, Guise, Hardcastle, Harper, Piepho, Rocha, Romick, and Johnson

NOES: None

ABSTAIN: None

ABSENT: Longmire

### **CHIEF EXECUTIVE OFFICER'S REPORT**

- A. Operations Report

Chief Executive Officer (CEO) Jeanne Krieg reported that there had been more personnel changes in the past couple of months than in the prior 25 years given that a few employees had moved away from the area, and there had been a retirement from the Maintenance Department earlier in the year. Identifying a number of promotions, she reported that Deanna Moss had been promoted from Administrative Clerk to Maintenance Coordinator; Andrew Aranda had been promoted from Receiving Clerk to Mechanic II; Moises Trejo had been promoted from Mechanic I to Shop Manager; Noel Leal had been promoted from Mechanic I to Lead Mechanic; and Agustin Diaz had been promoted from Service Worker to Planning and Grants Coordinator. Three new employees had been hired; Ray Shields as new Receiving Clerk; Obdulia Martinez as Service Worker; and David McKay as Mechanic I. She also reported that interviews would be conducted this week for the long-empty Executive Assistant position, to hopefully be filled in the next week or so. In addition, the Metropolitan Transportation Commission (MTC) funded summer intern would start on June 27.

Ms. Krieg also reported that the route restructure that had been approved last month was being planned; weekend service would increase from four to five routes, and Monday through Friday service would go from 13 to 15 routes, keeping the service hours the same. The changes would be implemented in conjunction with the beginning of eBART service.

In other matters, Ms. Krieg advised that a system would be put in place for contract compliance for the Operations Contract beginning July 1, being developed by the new Planning and Grants Coordinator. She also reported that the Annual Financial Audit had started and the results would be presented to the Board later this year. Almost near the end of the fiscal year, she stated the operation was in good shape given lower fuel costs and open staff positions, and while ridership was still down, it was not down as much as other agencies had experienced.

Ms. Krieg also reported that her campaign to be selected as APTA's next Vice Chair had been progressing. APTA's Nominating Committee would meet on August 2 to make the decision. She described the Nominating Committee and the process to be taken, and thanked the Board for its support.

Members encouraged Ms. Krieg to try again if not successful with this attempt.

B. Information Item: Clipper® Emergency Purchase

Ms. Krieg reported that it had become necessary for her to exercise Tri Delta Transit's Emergency Purchasing Policy in the case of the use of Clipper® cards for the 20 fixed route buses to be delivered in October 2016. She explained that the Clipper® system required special electrical harnesses and attachment points to support its equipment and there had been a miscommunication as to who would pay for and install the equipment. Luckily, the need for Tri Delta Transit to equip its own buses had been identified in time to be able to accommodate the necessary wiring. She identified the cost of the installation of that equipment at \$174,000 including a 10 percent contingency.

Chief Operating Officer (COO) Steve Ponte explained that County Connection had caught the need for the installation which had avoided a fiasco.

In response to Director Piepho as to the electric car charging stations, Mr. Ponte explained that the agency had been communicating with Contra Costa 511 and the Bay Area Air Quality Management District (BAAQMD), and Chief Financial Officer (CFO Tom Harais was working on that issue.

**ACTION AND DISCUSSION ITEMS**

A. Pacific Gas and Electric Extension Agreement Payment Options

Ms. Krieg reported that Tri Delta Transit would be securing four electric buses sometime toward the end of 2017, and needed a 480 volt/100 amp charging station to charge those vehicles. Given that additional stations would be needed in the future, there had been discussions with PG&E about the energy needed for 14 charging stations. To do the work, PG&E required a deposit, although PG&E could not identify the deposit at this time.

Ms. Krieg explained that two options had been identified to get the electrical service to the facility; one to pay a refundable advance of \$100,288.15; the other to pay non-refundable deposit of \$53,218.03. The \$100,000 option would allow the funds to be earned back over a ten-year period, which she estimated would occur in Year 5. She described how the refund process would work and explained that while only an estimate, it was pretty accurate, and while a potential solar project on the east lot would change the baseline and affect the refund in Year 4, it could also increase the rebate. She recommended the \$100,000 option.

On motion by Director Romick, seconded by Director Harper, ECCTA Boardmembers approved staff's recommendation of a payment option to Pacific Gas and Electric Company at \$100,288.15, which would be completely recovered over the course of ten years for power required for electric bus charging stations, carried by the following vote:

AYES: Clare, Glover, Gray, Guise, Hardcastle, Harper, Piepho, Rocha, Romick,  
and Johnson  
NOES: None  
ABSTAIN: None  
ABSENT: Longmire

B. Pittsburg Seafood Festival

Ms. Krieg presented the history of the Tri Delta Transit Shuttle offered during the Pittsburg Seafood Festival between 1994 and 2011 when the shuttle had been very successful; however, in 2012 the Festival had been moved from the Marina to Railroad Avenue and the ridership had plummeted. In 2014, the Festival had been moved back to the Marina and the ECCTA Board of Directors had agreed to run the shuttle again with the understanding that the shuttle would need to carry at least 4,000 people to continue operating. In 2014, 5,375 people were carried, and last year there were 4,600, although it had been very hot during the Seafood Festival that year. Given a two-year history, she sought authorization to run the shuttle for 2016 and continue operating in future years with the understanding that if ridership fell below 4,000, it would be returned to the Board for a reassessment.

On motion by Director Guise, seconded by Director Piepho, ECCTA Boardmembers authorized staff to operate shuttle service for the 2016 Pittsburg Seafood Festival on September 10 and 11, 2016, carried by the following vote:

AYES: Clare, Glover, Gray, Guise, Hardcastle, Harper, Piepho, Rocha, Romick,  
and Johnson  
NOES: None  
ABSTAIN: None  
ABSENT: Longmire



On motion by Director Guise, seconded by Director Piepho, ECCTA Boardmembers authorized staff to operate shuttle service for the Pittsburg Seafood Festival each year as long as ridership remained above 4,000, carried by the following vote:

AYES: Clare, Glover, Gray, Guise, Hardcastle, Harper, Piepho, Rocha, Romick,  
and Johnson  
NOES: None  
ABSTAIN: None  
ABSENT: Longmire

**CLOSED SESSION:** Adjourn to Closed Session

Chair Johnson adjourned into Closed Session at 4:25 P.M. to consider a Public Employee Performance Evaluation.

- A. Public Employee Performance Evaluation – Government Code §54957.6 Title:  
Chief Executive Officer

**RETURN TO OPEN SESSION**

Chair Johnson reconvened the Board meeting at 4:45 P.M. and reported that no action had been taken in closed session. He asked that the item be placed on the agenda next month for Public Employee Performance Evaluation, to include the contract.

**ACTION ITEM:** FY 2016-17 ECCTA Board of Directors Officers

- A. Elect Oakley Representative Doug Hardcastle as Chair of the ECCTA Board of Directors for FY 2016-17

On motion by Director Clare, seconded by Director Romick, ECCTA Boardmembers elected Oakley Representative Doug Hardcastle as Chair of the ECCTA Board of Directors for FY 2016-17, carried by the following vote:

AYES: Clare, Glover, Gray, Guise, Hardcastle, Harper, Piepho, Rocha, Romick,  
and Johnson  
NOES: None  
ABSTAIN: None  
ABSENT: Longmire

- B. Elect Antioch Representative Mary Rocha to serve as the Vice Chair of the ECCTA Board of Directors for FY 2016-17

On motion by Director Guise, seconded by Director Harper, ECCTA Boardmembers elected Antioch Representative Mary Rocha as Vice Chair of the ECCTA Board of Directors for FY 2016-17, carried by the following vote:

AYES: Clare, Glover, Gray, Guise, Hardcastle, Harper, Piepho, Rocha, Romick,  
and Johnson  
NOES: None  
ABSTAIN: None  
ABSENT: Longmire

Newly-elected Chair Hardcastle stated that under Ben Johnson's leadership, Tri Delta Transit had a very successful year that would end with strong financial indicators: the agency would be under budget and was continuing to rebuild Transportation Development Act (TDA) and State Transit Assistance (STA) reserves to pre-recession levels. During the year, the agency had completed the largest system redesign in its history, started the procurement process to add electric buses to the fleet, began the process to add a solar system to the administration facility, and ended the term with a balanced and funded budget for the coming year. On behalf of the staff and of the entire Board of Directors, he thanked Ben for his vision and leadership.

#### **BOARD OF DIRECTORS COMMENTS**

Director Piepho requested that staff verify that minutes and agendas had been uploaded to the Tri Delta Transit website.

Director Harper announced the Fourth of July Parade and event at the Antioch Fairgrounds starting at 11:30 A.M. in Downtown Antioch; fireworks would start at 9:30 P.M.

Director Clare thanked former Chair Johnson for his leadership this year, particularly with respect to the Public Employee Performance Evaluation process and the evaluation of senior and paratransit issues.

Director Romick reported that the City of Oakley would hold its Cityhood Festival on July 2, with fireworks at 9:00 P.M.

Director Glover congratulated former Chair Johnson on a good year.

Director Guise reported that Brentwood Harvest Time would be held the weekend after Four of July, and be bigger than ever; streets would be closed off.

Director Gray also commended former Chair Johnson for a good year; and announced that on June 25 the Historical Museum in Antioch would host an art show with 60 artists,

food and drink, from 2:00 to 4:00 P.M.

Director Johnson reported that every Thursday this summer there would be an event in Downtown Pittsburg with alternating Culinary Crawls and Car Shows, bringing 2,000 to 3,000 people into the Downtown each week. He added that the Railroad Avenue eBART station was looking good, and he looked forward to the display of the DMU [diesel multiple unit] car for eBART on June 30 in Antioch. He also thanked the Board and staff for the clock that had been presented to him in honor of his year serving as Chair of the ECCTA Board.

### **ADJOURNMENT**

Chair Hardcastle adjourned the meeting of the Eastern Contra Costa Transit Authority at 4:56 P.M. to July 27, 2016 at the ECCTA Administration Facility, 801 Wilbur Avenue, Antioch, California.

Respectfully submitted,

Anita L. Tucci-Smith

**TRI DELTA TRANSIT**  
**Income Statement - Comparison to Prior Year**  
 As of June 30, 2016  
*(unaudited)*

	YTD Actual			YTD Budget			YTD Variance favorable/(unfavorable)			FY16 Full Year Budget						YTD % of Fiscal Year Budget		
	ECCTA	FR	DR	ECCTA	FR	DR	ECCTA	FR	DR	ECCTA	FR	DR	ECCTA	FR	DR	ECCTA	FR	DR
<b>OPERATING REVENUES</b>	\$ 3,273,453	\$ 2,811,588	\$ 461,865	\$ 3,247,000	\$ 2,769,000	\$ 478,000	\$ 26,453	\$ 42,588	\$ (16,135)	\$ 3,247,000	\$ 2,769,000	\$ 478,000	\$ 3,247,000	\$ 2,769,000	\$ 478,000	101%	102%	97%
Passenger Fares	\$ 328,908	\$ 154,020	\$ 174,888	\$ 260,000	\$ 80,000	\$ 180,000	\$ 88,908	\$ 74,020	\$ (5,114)	\$ 260,000	\$ 80,000	\$ 180,000	\$ 260,000	\$ 80,000	\$ 180,000	127%	183%	97%
Other Income	\$ 3,602,359	\$ 2,965,608	\$ 636,751	\$ 3,507,000	\$ 2,849,000	\$ 658,000	\$ 95,359	\$ 116,508	\$ (21,249)	\$ 3,507,000	\$ 2,849,000	\$ 658,000	\$ 3,507,000	\$ 2,849,000	\$ 658,000	103%	104%	97%
<b>Total Operating Revenues:</b>	\$ 11,555,396	\$ 8,114,508	\$ 3,440,888	\$ 11,687,068	\$ 8,183,174	\$ 3,503,894	\$ 131,872	\$ 68,686	\$ 63,006	\$ 11,687,068	\$ 8,183,174	\$ 3,503,894	\$ 11,687,068	\$ 8,183,174	\$ 3,503,894	99%	99%	98%
<b>OPERATING EXPENSES</b>	\$ 2,713,814	\$ 2,218,393	\$ 495,421	\$ 3,550,200	\$ 2,880,100	\$ 670,100	\$ 836,986	\$ 681,707	\$ 174,879	\$ 3,550,100	\$ 2,880,100	\$ 670,100	\$ 3,550,100	\$ 2,880,100	\$ 670,100	76%	77%	74%
Purchased Transportation	\$ 3,822,010	\$ 3,453,773	\$ 368,237	\$ 4,234,000	\$ 3,810,600	\$ 423,400	\$ 411,960	\$ 356,827	\$ 55,163	\$ 4,234,000	\$ 3,810,600	\$ 423,400	\$ 4,234,000	\$ 3,810,600	\$ 423,400	90%	91%	87%
Materials and Supplies	\$ 784,416	\$ 624,335	\$ 160,081	\$ 829,000	\$ 682,000	\$ 147,000	\$ 74,584	\$ 57,665	\$ 16,919	\$ 829,000	\$ 682,000	\$ 147,000	\$ 829,000	\$ 682,000	\$ 147,000	91%	92%	88%
Salaries & Benefits	\$ 326,455	\$ 310,695	\$ 15,760	\$ 407,000	\$ 378,850	\$ 30,150	\$ 80,545	\$ 66,155	\$ 14,390	\$ 405,000	\$ 375,450	\$ 29,550	\$ 405,000	\$ 375,450	\$ 29,550	83%	83%	53%
Services	\$ 468,343	\$ 396,962	\$ 71,381	\$ 465,688	\$ 330,524	\$ 135,064	\$ (2,755)	\$ (6,439)	\$ 63,883	\$ 465,688	\$ 330,524	\$ 135,064	\$ 465,688	\$ 330,524	\$ 135,064	101%	120%	102%
Casualty and liability insurance	\$ 263,088	\$ 249,803	\$ 13,285	\$ 254,000	\$ 241,000	\$ 13,000	\$ (9,098)	\$ (6,503)	\$ (295)	\$ 254,000	\$ 241,000	\$ 13,000	\$ 254,000	\$ 241,000	\$ 13,000	104%	104%	102%
Utilities	\$ 21,974	\$ -	\$ 4,802	\$ 18,000	\$ -	\$ 12,600	\$ (3,974)	\$ (4,572)	\$ 598	\$ 20,000	\$ 14,000	\$ 6,000	\$ 20,000	\$ 14,000	\$ 6,000	118%	123%	80%
Taxes	\$ 19,925,308	\$ 15,385,641	\$ 4,539,666	\$ 21,444,856	\$ 16,516,848	\$ 4,928,008	\$ 1,519,550	\$ 1,131,207	\$ 388,343	\$ 21,444,856	\$ 16,516,848	\$ 4,928,008	\$ 21,444,856	\$ 16,516,848	\$ 4,928,008	93%	93%	92%
<b>Total Operating Expenses:</b>	\$ 1,383,895	\$ 330,898	\$ 1,052,997	\$ 923,155	\$ 400,000	\$ 523,155	\$ 460,740	\$ (69,102)	\$ 529,842	\$ 923,155	\$ 400,000	\$ 523,155	\$ 923,155	\$ 400,000	\$ 523,155	150%	83%	201%
<b>NON-OPERATING REV</b>	\$ 12,072,318	\$ 9,598,796	\$ 2,073,522	\$ 13,166,069	\$ 10,201,193	\$ 2,964,886	\$ (1,083,751)	\$ (202,387)	\$ (891,364)	\$ 13,166,069	\$ 10,201,193	\$ 2,964,886	\$ 13,166,069	\$ 10,201,193	\$ 2,964,886	92%	98%	70%
Federal Funds	\$ 2,258,960	\$ 1,482,859	\$ 776,101	\$ 1,341,842	\$ 559,975	\$ 781,867	\$ 917,118	\$ 922,864	\$ (5,766)	\$ 1,341,842	\$ 559,975	\$ 781,867	\$ 1,341,842	\$ 559,975	\$ 781,867	168%	265%	99%
State Funds	\$ 601,197	\$ 601,197	\$ -	\$ 2,404,790	\$ 2,404,790	\$ -	\$ -	\$ (1,803,593)	\$ -	\$ 2,404,790	\$ 2,404,790	\$ -	\$ 2,404,790	\$ 2,404,790	\$ -	25%	25%	-
Local Funds	\$ 6,577	\$ 6,283	\$ 294	\$ 102,000	\$ 101,900	\$ 100	\$ (95,423)	\$ (95,617)	\$ 194	\$ 102,000	\$ 101,900	\$ 100	\$ 102,000	\$ 101,900	\$ 100	6%	6%	294%
Inter-Operator Agreements	\$ 16,322,947	\$ 12,420,033	\$ 3,902,914	\$ 17,937,856	\$ 13,667,848	\$ 4,270,008	\$ (1,614,909)	\$ (1,247,815)	\$ (367,094)	\$ 17,937,856	\$ 13,667,848	\$ 4,269,908	\$ 17,937,856	\$ 13,667,848	\$ 4,269,908	91%	91%	91%
Interest & Other Misc Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-
<b>Total Non-operating Revenues:</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-
<b>EXCESS REV/(EXP)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-

Agenda Item #5b  
 Eastern Contra Costa Transit Authority  
 Board of Directors Meeting  
 July 27, 2016

**TRI DELTA TRANSIT**  
**Income Statement - Comparison to Prior Year**

As of June 30, 2016  
*(unaudited)*

	June 2016 YTD Actual			June 2015 YTD Actual			FY16 vs FY15 - YTD			% Change from Previous Year		
	ECCTA	FR	DR	ECCTA	FR	DR	ECCTA	FR	DR	ECCTA	FR	DR
<b>OPERATING REVENUES</b>												
Passenger Fares	\$ 3,273,453	\$ 2,811,588	\$ 461,865	\$ 3,246,670	\$ 2,782,687	\$ 463,983	\$ 26,783	\$ 28,901	\$ (2,118)	1%	1%	0%
Other Income	\$ 328,906	\$ 154,020	\$ 174,886	\$ 334,481	\$ 150,000	\$ 184,481	\$ (5,575)	\$ 4,020	\$ (9,595)	-2%	3%	0%
<b>Total Operating Revenues:</b>	<b>\$ 3,602,359</b>	<b>\$ 2,965,608</b>	<b>\$ 636,751</b>	<b>\$ 3,581,151</b>	<b>\$ 2,932,687</b>	<b>\$ 648,464</b>	<b>\$ 21,208</b>	<b>\$ 32,921</b>	<b>\$ (11,713)</b>	<b>1%</b>	<b>1%</b>	<b>-2%</b>
<b>OPERATING EXPENSES</b>												
Purchased Transportation	\$ 11,555,396	\$ 8,114,508	\$ 3,440,888	\$ 11,310,882	\$ 7,934,593	\$ 3,376,289	\$ (244,514)	\$ (179,915)	\$ (64,599)	-2%	-2%	-2%
Materials and Supplies	\$ 2,713,614	\$ 2,218,393	\$ 495,221	\$ 3,175,222	\$ 2,590,603	\$ 584,619	\$ 461,608	\$ 372,210	\$ 89,398	15%	14%	15%
Salaries & Benefits	\$ 3,822,010	\$ 3,453,773	\$ 368,237	\$ 3,784,585	\$ 3,412,603	\$ 371,982	\$ (37,425)	\$ (41,170)	\$ 3,745	-1%	-1%	1%
Services	\$ 754,416	\$ 624,335	\$ 130,081	\$ 796,230	\$ 656,521	\$ 139,709	\$ 41,814	\$ 32,186	\$ 9,628	5%	5%	7%
Other	\$ 326,455	\$ 310,695	\$ 15,760	\$ 362,006	\$ 344,406	\$ 17,600	\$ 35,551	\$ 33,711	\$ 1,840	10%	10%	10%
Casualty and liability insurance	\$ 468,343	\$ 396,962	\$ 71,381	\$ 412,446	\$ 346,231	\$ 66,215	\$ (55,897)	\$ (50,731)	\$ (5,166)	-14%	-15%	-8%
Utilities	\$ 263,098	\$ 249,803	\$ 13,295	\$ 246,878	\$ 235,538	\$ 11,340	\$ (16,220)	\$ (14,265)	\$ (1,955)	-7%	-6%	-17%
Taxes	\$ 21,974	\$ 17,172	\$ 4,802	\$ 18,797	\$ 14,968	\$ 3,829	\$ (3,177)	\$ (2,204)	\$ (973)	-17%	-15%	-25%
<b>Total Operating Expenses:</b>	<b>\$ 19,925,306</b>	<b>\$ 15,385,641</b>	<b>\$ 4,539,665</b>	<b>\$ 20,107,046</b>	<b>\$ 15,535,463</b>	<b>\$ 4,571,583</b>	<b>\$ 181,740</b>	<b>\$ 149,822</b>	<b>\$ 31,918</b>	<b>1%</b>	<b>1%</b>	<b>1%</b>
<b>NON-OPERATING REV</b>												
Federal Funds	\$ 1,383,895	\$ 330,898	\$ 1,052,997	\$ -	\$ -	\$ -	\$ 1,383,895	\$ 330,898	\$ 1,052,997	-4%	7%	-35%
State Funds	\$ 12,072,318	\$ 9,988,796	\$ 2,073,522	\$ 12,534,033	\$ 9,353,300	\$ 3,180,733	\$ (461,715)	\$ 645,496	\$ (1,107,211)	100%	100%	0%
Local Funds	\$ 2,258,960	\$ 1,482,859	\$ 776,101	\$ 1,725,614	\$ 973,870	\$ 751,744	\$ 533,346	\$ 508,989	\$ 24,357	0%	0%	0%
Inter-Operator Agreements	\$ 601,197	\$ 601,197	\$ -	\$ 2,267,902	\$ 2,267,902	\$ -	\$ (1,666,705)	\$ (1,666,705)	\$ -	-498%	-18%	-103%
Interest & Other Misc Income	\$ 6,577	\$ 6,283	\$ 294	\$ (1,654)	\$ 7,704	\$ (9,358)	\$ 8,231	\$ (1,421)	\$ 9,652	-1%	-1%	-1%
<b>Total Non-operating Revenues:</b>	<b>\$ 16,322,947</b>	<b>\$ 12,420,033</b>	<b>\$ 3,902,914</b>	<b>\$ 16,525,895</b>	<b>\$ 12,602,776</b>	<b>\$ 3,923,119</b>	<b>\$ (202,948)</b>	<b>\$ (182,743)</b>	<b>\$ (20,205)</b>	<b>-1%</b>	<b>-1%</b>	<b>-1%</b>
<b>EXCESS REV/(EXP)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**OPERATING REVENUES**  
 Passenger Fares  
 Other Income  
**Total Operating Revenues:**

**OPERATING EXPENSES**  
 Purchased Transportation  
 Materials and Supplies  
 Salaries & Benefits  
 Services  
 Other  
 Casualty and liability insurance  
 Utilities  
 Taxes  
**Total Operating Expenses:**

**NON-OPERATING REV**  
 Federal Funds  
 State Funds  
 Local Funds  
 Inter-Operator Agreements  
 Interest & Other Misc Income  
**Total Non-operating Revenues:**

**EXCESS REV/(EXP)**

Agenda Item #5b  
 Eastern Contra Costa Transit Authority  
 Board of Directors Meeting  
 July 27, 2016

## Staff Report to ECCTA Board of Directors

**Meeting Date:** July 27, 2016

**Agenda Item:** Marketing/Communications Activities – Agenda Item 5c

**Lead Staff:** Mike Furnary, Director of Marketing

**Approved:** Jeanne Krieg, Chief Executive Officer 

### **I. Completed & Planned Marketing Activities-July 2016**

#### **1. School Registration Brentwood/Oakley**

Attending annual school registrations at all middle & high schools to promote bus service to all students and families. Information as well as trip planning services to be provided at the following schools in July: Deer Valley High School, Freedom High School, Heritage High School, Liberty High School, Bristow MS, Edna Hill MS, Adams MS, Delta Vista MS, O'Hara Park MS, Dallas Ranch MS and Park MS.

#### **2. Art, Wine & Jazz Festival Cross Promotion**

Completed agreement and secured promotional partnership with local event to take place in August. Agreement provides for sponsorship recognition, advertising extension and on-site event participation for Tri Delta Transit.

#### **3. Route 300 2 for 1 program extension**

Secured year-long extension from 511 Contra Costa to continue free (2 for 1) \$33 ticket promotion to include new as well as past participants.

#### **4. Seafood Festival Shuttle Planning**

Coordinating revision of event shuttle for September event. Currently working with event staff to secure details of shuttle requirements.

#### **5. Farebox usage education campaign**

Creating a customer education campaign designed to educate pass users how to properly use select Tri Delta Transit passes. The campaign seeks to reduce the number of passes that get “stuck” in the fare box due to unnecessary/improper use. The campaign has an additional benefit of improved/faster boarding time when passes are used properly.

#### **6. Website Redesign**

In final stages of website redesign

#### **7. Class Pass/Facility Tour**

Three class pass trips/facility tour(s) scheduled and provided in July, 2016

#### **8. Ongoing marketing programs**

- Welcome Pack mailing
- 2 for 1 tickets on Route 300 (subsidized by 511 Contra Costa)
- Take One on board newsletter
- Gatekeeper quarterly newsletter

## II. Planned Marketing/Communications Activities

1. Employer New Employee Welcome Pack project
2. Schedule rewrite/design
3. 511 Contra Costa cross promotion-Park & Ride
4. Art Wine Festival event attendance
5. Seafood Festival cross promotion & shuttle coordination
6. School registrations / school pool ticket program
7. 2 for 1 20-ride pass program renewal
8. LMC table event
9. Clipper Card issue promotion

# **TAB 2**

Agenda Item 6a  
CEO's REPORT: Operations Report

## **Board of Directors Meeting**

Wednesday July 27, 2016

ECCTA Boardroom  
801 Wilbur Avenue, Antioch, CA 94509



# Chief Executive Officer's Report

July 2016



TRI DELTA TRANSIT

## ECCTA Executive Team

Jeanne Krieg  
*Chief Executive Officer*

Steve Ponte  
*Chief Operating Officer*

Tom Harais  
*Chief Financial Officer*

Ann Hutcheson  
*Director of Administrative Services*

Kevin Moody  
*Director of Maintenance*

Mike Furnary  
*Director of Marketing*

Susan Hinson  
*First Transit Director of Operations*

## Highlights:

- Personnel activity:
  - New employee: Joseph Chappelle, Executive Assistant
  - Summer Intern: Carlos Lopez.
- A tour of the Gillig factory has been scheduled: Thursday October 27<sup>th</sup> 9:00am – 1:30pm.
- Contra Costa 511 transitioned from the City of Pleasant Hill to Stantek. The School Pool program and the Buy One-Get One Free program will continue.
- Now that the highway projects are done, the bus schedules will be adjusted to reflect the faster travel time. The new schedules will be effective September 4<sup>th</sup>.
- Promotion of bus service to students began. Staff will attend most middle and high school registrations to help with trip planning.
- Sales of the 2016 Summer Youth Pass continued. The bands are \$50 for youths 17 and younger.
- The auditors continued work on ECCTA's annual financial audit.
- The annual parts room inventory was conducted.
- An RFB for the solar project will be published soon.
- Funding is being secured for the purchase of four electric buses and the associated infrastructure.
- Plans are being developed and funding is being pursued to build four electric car charging stations in front of the ECCTA facility.
- The Clipper small operators subgroup, which includes all small operators in the nine county Bay Area, continues to meet on a regular basis.

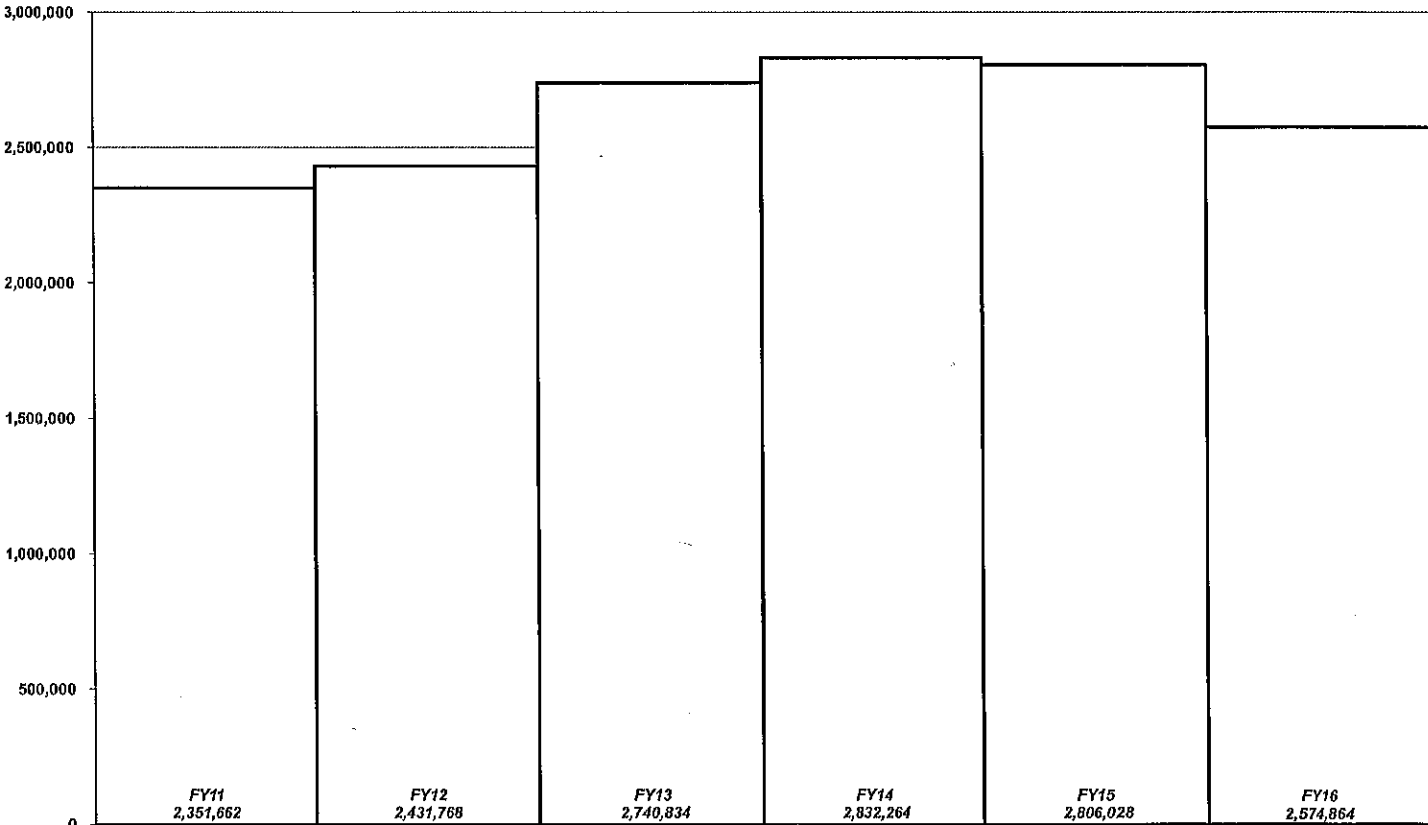
## Pending:

- PGandE electric extension
- 2016 Seafood Festival
- Radio spectrum sale contract
- BART Parking & Connectivity Committee
- Paratransit subcommittee
- Electric bus procurement
- Fixed route bus delivery (buses will be on production line October 2016)
- FTA's Safety Program
- Federal grants
- Service to Brentwood LMC campus (August 2018)
- Next generation of Clipper (2019)
- Service to eBART stations in Pittsburg and Antioch (2017)
- A&E: Antioch Park & Ride lot (in process)
- Oakley Park & Ride lot construction
- PATH Integrated Dynamic Transit Operations system demonstration project

*Agenda Item #6a  
Eastern Contra Costa Transit Authority  
Board of Directors Meeting  
July 27, 2016*

# TRI DELTA TRANSIT

## COMPARATIVE FISCAL YEAR TOTAL FR RIDERSHIP



## EASTERN CONTRA COSTA TRANSIT AUTHORITY KEY PERFORMANCE INDICATORS BY SERVICE

								YTD COMPARISON			
	Actual					Budget	15/16B	Actual		%	▲
	10/11	11/12	12/13	13/14	14/15	15/16	%	Jun-15	Jun-16		
<b>DIAL-A-RIDE</b>											
<b>PASSENGERS</b>											
Total DAR Trips Provided	129,041	130,619	128,999	131,476	133,769	140,000	5%	133,769	131,917	-1%	
Average Weekday Ridership	474	481	470	471	487	506	4%	487	489	0%	
Average Sat Ridership	110	106	140	180	153	164	7%	153	118	-23%	
Average Sun/Hol Ridership	71	71	72	68	63	66	5%	63	49	-22%	
Average Passengers/Hour (wkdys)	2.2	2.2	1.9	1.9	2.0	2.2	9%	2.0	2.2	7%	
<b>CUSTOMER SERVICE</b>											
Ride Refusals / Day	0.0	0.0	0.0	0.0	0.0	0.0	0%	0.0	0.0	0%	
Customer Complaints	0.148%	0.183%	0.097%	0.071%	0.103%	0.103%	0%	0.103%	0.114%	11%	
On Time Performance	85%	85%	87%	89%	87%	90%	3%	87%	85%	-3%	
<b>MAINTENANCE</b>											
Gallons of Fuel Consumed	85,174	116,392	139,678	145,043	138,528	144,619	4%	138,528	135,809	-2%	
Miles Between Preventable Accidents	61,377	898,467	328,002	244,390	162,293	200,000	23%	162,293	159,143	-2%	
Miles Between Road calls	21,920	56,154	109,568	61,109	139,113	100,000	0%	139,113	190,963	37%	
<b>COST RATIOS</b>											
Farebox Recovery Ratio	12%	11%	11%	10%	10%	10%	0%	10%	10%	0%	
\$/Gal Fuel	\$ 3.33	\$ 3.84	\$ 3.81	\$ 3.67	\$ 3.09	\$ 3.25	5%	\$ 3.09	\$ 2.59	-16%	
Operating Cost/Passenger	\$ 31.47	\$ 30.58	\$ 33.22	\$ 35.25	\$ 34.18	\$ 35.23	3%	\$ 34.18	\$ 34.41	1%	
Operating Cost/Revenue Hour	\$ 63.05	\$ 64.34	\$ 63.52	\$ 68.75	\$ 69.81	\$ 71.60	3%	\$ 69.81	\$ 72.26	4%	
Operating Cost/Revenue Mile	\$ 5.25	\$ 5.22	\$ 5.36	\$ 5.76	\$ 5.74	\$ 6.01	5%	\$ 5.74	\$ 5.85	2%	
<b>FIXED ROUTE</b>											
<b>PASSENGERS</b>											
Total FR Trips Provided	2,351,662	2,431,768	2,740,834	2,832,264	2,806,028	2,826,000	1%	2,806,028	2,574,864	-8%	
Average Weekday Ridership	8,345	8,594	9,616	9,930	9,794	9,949	2%	9,794	8,999	-8%	
Average Sat Ridership	2,594	2,753	3,232	3,464	3,498	3,391	-3%	3,498	3,061	-12%	
Average Sun/Hol Ridership	1,989	2,087	2,788	2,692	2,787	2,695	-3%	2,787	2,501	-10%	
Average Passengers/Hour	15.1	15.9	17.7	19.0	19.2	19.3	1%	19.2	17.8	-7%	
<b>CUSTOMER SERVICE</b>											
Customer Complaints	0.020%	0.023%	0.012%	0.009%	0.009%	0.009%	0%	0.009%	0.009%	1%	
On Time Performance	97%	86%	86%	92%	92%	90%	-2%	92%	92%	0%	
<b>MAINTENANCE</b>											
Gallons of Fuel Consumed	639,072	636,276	562,702	603,013	600,072	594,981	-1%	600,072	606,378	1%	
Miles Between Preventable Accidents	170,175	120,644	65,392	110,754	98,066	100,000	2%	98,066	97,469	-1%	
Miles Between Road calls	37,539	32,481	42,844	67,684	41,553	50,000	20%	41,553	27,690	-33%	
<b>COST RATIOS</b>											
Farebox Recovery Ratio	16%	16%	18%	18%	18%	18%	1%	18%	18%	0%	
\$/Gal Fuel	\$ 3.20	\$ 3.52	\$ 3.95	\$ 3.48	\$ 2.77	\$ 3.00	8%	\$ 2.77	\$ 1.96	-29%	
Operating Cost/Passenger	\$ 6.52	\$ 6.60	\$ 6.01	\$ 5.58	\$ 5.54	\$ 5.79	5%	\$ 5.54	\$ 5.98	8%	
Operating Cost/Revenue Hour	\$ 98.54	\$ 105.05	\$ 106.53	\$ 105.76	\$ 106.36	\$ 111.77	5%	\$ 106.36	\$ 106.33	0%	
Operating Cost/Revenue Mile	\$ 6.96	\$ 7.46	\$ 7.98	\$ 7.71	\$ 7.62	\$ 8.07	6%	\$ 7.62	\$ 7.49	-2%	

**TRI DELTA TRANSIT  
COMPARATIVE YTD FR RIDERSHIP BY ROUTE**

TOTAL PASSENGER TRIPS											YTD COMPARISON		
ROUTE	10/11	% Chg	11/12	% Chg	12/13	% Chg	13/14	% Chg	14/15	% Chg	Jun-15	Jun-16	% Chg
	200	36,121	3%	37,682	4%	55,322	47%	55,914	1%	54,167	-3%	54,167	48,866
201	105,655	6%	110,660	5%	119,977	8%	124,289	4%	112,116	-10%	112,116	116,301	4%
300	290,750	8%	302,067	4%	290,313	-4%	328,582	13%	353,802	8%	353,802	340,127	-4%
379	12,230	0%	10,235	-18%	15,232	49%	6,759	-56%	3,223	-52%	3,223	3,659	14%
380	665,484	-4%	584,779	3%	680,981	16%	682,650	0%	666,704	-2%	666,704	606,012	-9%
383	39,780	-9%	34,210	-14%	35,031	2%	32,073	-8%	30,200	-6%	30,200	25,830	-14%
384	25,653	-14%	26,201	2%	8,227	-69%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
385	36,855	6%	36,481	-1%	61,388	68%	70,974	16%	68,013	-4%	68,013	66,045	-3%
386	4,650	-4%	3,042	-35%	2,172	-29%	1,902	-12%	1,583	-17%	1,583	1,507	-5%
387	195,608	2%	212,731	9%	262,396	23%	264,036	1%	257,944	-2%	257,944	233,185	-10%
388	311,242	6%	320,981	3%	366,041	14%	400,190	9%	370,128	-8%	370,128	327,585	-11%
389	48,272	-9%	46,723	-3%	53,255	14%	53,068	0%	51,480	-3%	51,480	45,836	-11%
390	49,042	-5%	52,650	7%	68,564	30%	72,054	5%	71,211	-1%	71,211	70,022	-2%
391	332,841	0%	346,080	4%	370,500	7%	386,640	4%	402,579	4%	402,579	360,256	-11%
Dimes a Ride	12,745	-10%	11,328	-11%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Delta Express (Hac)	18,586	18%	11,831	-36%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Shuttles	9,161	35%	9,446	3%	4,941	-48%	3,370	-32%	5,375	59%	5,375	13,410	149%
392	105,702	-1%	112,330	6%	133,569	19%	142,284	7%	142,650	0%	142,650	124,708	-13%
393	104,487	1%	111,697	7%	135,181	21%	133,078	-2%	141,281	6%	141,281	126,653	-10%
394	46,798	-10%	50,614	8%	71,557	41%	64,904	-9%	63,087	-3%	63,087	53,894	-15%
395	N/A	N/A	N/A	N/A	6,187	100%	9,497	100%	10,485	100%	10,485	10,968	5%
Total Fixed Route	2,351,662	0%	2,431,768	3%	2,740,834	13%	2,832,264	3%	2,806,029	-1%	2,806,028	2,574,864	-8%

AVERAGE PASSENGERS PER REVENUE HOUR											YTD COMPARISON		
ROUTE	10/11	% Chg	11/12	% Chg	12/13	% Chg	13/14	% Chg	14/15	% Chg	Jun-15	Jun-16	% Chg
	200	10.0	7%	10.3	3%	12.6	22%	12.5	-1%	12.6	1%	12.6	11.5
201	19.1	3%	19.7	3%	17.8	-10%	17.9	1%	17.0	-5%	17.0	16.1	-5%
300	15.2	7%	15.8	4%	15.8	0%	18.6	18%	20.3	10%	20.3	19.6	-4%
379	13.2	4%	9.8	-26%	10.7	9%	16.8	57%	26.5	57%	26.5	30.6	15%
380	16.6	-5%	17.4	5%	20.2	16%	20.6	2%	20.2	-2%	20.2	18.7	-7%
383	11.2	-9%	9.7	-13%	10.2	5%	12.6	23%	13.0	3%	13.0	11.6	-11%
384	9.6	-18%	10.2	7%	14.6	43%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
385	12.0	-10%	11.1	-7%	11.9	7%	12.9	8%	12.3	-4%	12.3	11.4	-8%
386	6.0	-2%	3.9	-36%	3.6	-7%	6.3	74%	6.3	1%	6.3	6.6	5%
387	17.7	2%	19.6	11%	22.8	16%	23.7	4%	23.3	-2%	23.3	21.7	-7%
388	15.0	4%	15.5	3%	17.1	10%	18.2	7%	17.4	-5%	17.4	16.2	-7%
389	14.7	-2%	13.6	-8%	13.4	-1%	14.4	8%	15.4	7%	15.4	14.4	-6%
390	9.9	-19%	10.7	9%	18.6	73%	20.8	12%	21.5	3%	21.5	21.4	-1%
391	16.8	0%	18.7	11%	19.6	5%	20.5	4%	21.9	7%	21.9	19.7	-10%
Dimes a Ride	8.1	-10%	10.9	36%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Delta Express (Hac)	9.0	12%	8.1	-10%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Shuttles	11.7	44%	N/A	N/A	N/A	N/A	6.4	N/A	30.7	383%	30.7	23.6	-23%
392	15.1	-2%	15.2	1%	17.6	16%	19.1	9%	18.9	-1%	18.9	16.7	-12%
393	15.7	1%	16.4	5%	17.5	7%	17.5	0%	18.7	7%	18.7	16.8	-10%
394	10.8	-8%	11.7	9%	15.0	28%	17.0	13%	15.9	-7%	15.9	13.9	-13%
395	N/A	N/A	N/A	N/A	12.0	N/A	16.2	N/A	16.4	1%	16.4	17.1	5%
Total Fixed Route	15.1	-1%	15.9	5%	17.7	12%	19.0	7%	19.2	1%	19.2	17.8	-7%

# **TAB 3**

Agenda Item 7a

**ACTION ITEM: Board Meeting Schedule**

## **Board of Directors Meeting**

**Wednesday July 27, 2016**

**ECCTA Boardroom**

**801 Wilbur Avenue, Antioch, CA 94509**

**Staff Report to ECCTA Board of Directors****Meeting Date:** July 27, 2016**Agenda Item:** August and September 2016 ECCTA Board of Director Meeting Dates Agenda Item #7a**Lead Staff:** Jeanne Krieg, Chief Executive Officer 

The regular meeting date and time of the ECCTA Board of Directors is the 4<sup>th</sup> Wednesday of each month at 4:00pm. The Board Chair has the authority to cancel any Tri Delta Transit board meeting if there is a lack of pressing agenda items or if extenuating circumstances exist. As much notice as possible is given so board members can plan accordingly. During the December 2015 meeting, the ECCTA Board of Directors approved combining the November and December meetings to December 14<sup>th</sup>.

Staff proposed the following additional 2016 changes to Chair Hardcastle:

Scheduled Meeting Date	Consideration	Staff Request
August 24 <sup>th</sup>	If the September meeting is canceled, this will reduce the number of weeks between the August and October meetings	Change to the last Wednesday: August 31 <sup>st</sup>
September 28 <sup>th</sup>	Lack of agenda items	cancel

**Staff Request**

**Requested Action #1:** Reschedule the August meeting of the ECCTA Board of Directors from the 4<sup>th</sup> Wednesday (August 24<sup>th</sup>) to the 5<sup>th</sup> Wednesday (August 31<sup>st</sup>)

**Requested Action #2:** Cancel the September 28<sup>th</sup> meeting of the ECCTA Board of Directors

If approved, the schedule for the rest of 2016:

- August 31<sup>st</sup>
- October 26<sup>th</sup>
- December 14<sup>th</sup>

**Agenda Item #7a**  
Eastern Contra Costa Transit Authority  
Board of Directors  
Meeting: July 27<sup>th</sup>, 2016

# **TAB 4**

Agenda Item 7b

**ACTION ITEM: Regional Transit Discount Card Program MOU**

Resolution 160727a

## **Board of Directors Meeting**

Wednesday July 27, 2016

**ECCTA Boardroom  
801 Wilbur Avenue, Antioch, CA 94509**

**Staff Report to ECCTA Board of Directors****Meeting Date:** July 27<sup>th</sup>, 2016**Agenda Item:** Regional Transit Discount Card Program  
Memorandum of Understanding –  
Agenda Item 7b**Lead Staff:** Steve Ponte, Chief Operating Officer**Approved:** Jeanne Krieg, Chief Executive Officer 

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The Regional Transit Discount Card (RTDC) is a photo ID card issued to disabled and senior citizens in the San Francisco Bay Area. It is accepted by all transit agencies as identification for eligibility to receive discounted fares. To receive a card, an individual completes an application. The application is sent to the lead agency for verification. The lead agency also issues the card. Between 2005 and 2013, BART served as the lead agency. ACTransit became the lead agency in 2013. A new Memorandum of Understanding is required to reflect new operators and a change in the cost allocation based on card usage.

**Requested Action:**

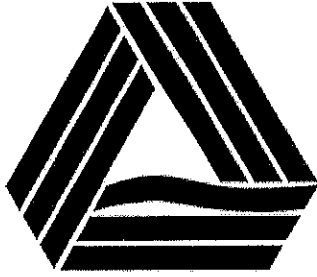
Adopt Resolution 160727a authorizing the CEO to sign the agreement regarding management of the Regional Transit Discount Card Program.

**Attached:**

- Resolution 160727a
- Agreement regarding management of the Regional Transit Discount Card Program

**Agenda Item #7b**  
*Eastern Contra Costa Transit Authority*  
*Board of Directors*  
Meeting: July 27<sup>th</sup>, 2016





# TRI DELTA TRANSIT

Eastern Contra Costa Transit Authority  
801 Wilbur Avenue • Antioch, California 94509  
Phone 925.754.6622 Fax 925.757.2530

## **RESOLUTION #160727a Regional Transit Discount Card Program Management**

**Resolution #160727a authorizes the CEO to execute an agreement along with thirteen other San Francisco Bay Area transit districts for the management of the Regional Transit Discount Card (RTDC) program.**

**WHEREAS**, the RTDC is a identification card allowing senior and disabled passengers access to discounted fares; and

**WHEREAS**, BART served as the lead agency between 2005 and 2013; and

**WHEREAS**, ACTransit has served as the lead agency since in 2013; and

**WHEREAS**, ECCTA has participated in the RTDC program since its inception in 1998; and

**WHEREAS**, the agreement describes the respective responsibilities of the transit agencies, the lead agency, and MTC for the management of the RTDC program; and

**WHEREAS**, the agreement will be effective through June 30, 2020 with options for multiple extensions upon approval of ACTransit, ECCTA, and MTC.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Eastern Contra Costa Transit Authority to adopt Resolution #160727a authorizing the CEO to execute an agreement for the management of the Regional Transit Discount Card Program.

PASSED AND ADOPTED THIS 27<sup>th</sup> day of July 2016, by the following votes:

### **EASTERN CONTRA COSTA TRANSIT AUTHORITY**

\_\_\_\_\_  
Doug Hardcastle, Chair

\_\_\_\_\_  
Jeanne Krieg, CEO

**AYES:** \_\_\_\_\_  
**NOES:** \_\_\_\_\_  
**ABSENT:** \_\_\_\_\_  
**ABSTENTIONS:** \_\_\_\_\_

**AGREEMENT REGARDING MANAGEMENT OF  
THE REGIONAL TRANSIT DISCOUNT CARD PROGRAM  
BETWEEN  
THE "LEAD AGENCY",  
THE METROPOLITAN TRANSPORTATION COMMISSION  
AND  
"TRANSIT AGENCY"**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and among the LEAD AGENCY (Alameda Contra Costa Transit District [ACT] or [Lead Agency]), the Metropolitan Transportation Commission (MTC), San Francisco Bay Area Rapid Transit District (BART), Central Contra Costa Transit Authority, (CCCTA), Eastern Contra Costa Transit Authority (ECCTA), Golden Gate Bridge, Highway and Transportation District (Golden Gate Transit), Livermore Amador Valley Transit Authority (LAVTA), the City of Petaluma, the City and County of San Francisco, by its Municipal Transportation Agency (SFMTA), San Mateo County Transit District (SamTrans), City of Santa Rosa, Solano County Transit (Soltrans), Solano Transportation Authority (STA), Sonoma County Transit, and Santa Clara Valley Transportation Authority (VTA), (individually and collectively referred to herein as "Transit Operator(s)").

**A. GENERAL**

1. **Purpose of Agreement:** This Agreement describes the respective responsibilities of the Transit Operators, Lead Agency, and MTC for management of and payment for the Regional Transit Discount Card (RTC) Program. The design, development and implementation of policies and procedures for the central processing of RTC Discount Cards and maintenance of the RTC database are based on agreements reached by the Transit Operators working through the Bay Area Partnership Accessibility Committee (BAPAC) of the Partnership Transit Coordinating Council (PTCC).
2. **Medical Verifier:** As used throughout this Agreement, the term "Medical Verifier" refers to a firm under contract with the Lead Agency that verifies applicant's eligibility on behalf of the RTC Discount Card Program. The responsibilities of the Medical Verifier include, but are not limited to, maintaining the RTC Discount Card database and the subdirectory. The expense of the Medical Verifier is covered by the annual budget described in Section D.1(c) of the Agreement.

**B. TRANSIT OPERATOR RESPONSIBILITIES**

1. Transit Operator will implement the RTC Discount Card Program as approved and as may be amended by the PTCC. Transit Operator responsibilities include:
  - a. **First Line Customer Service:** Transit Operator staff provides front-line customer service for the Discount Card Program. This includes application distribution and acceptance, answering questions regarding the basic requirements and eligibility parameters of the program, collecting fees, and assisting with lost card replacement and renewal of expired cards. Transit Operator staff will check application status by accessing the database or by making phone contact with the Medical Verifier. In addition, staff will explain the interrelationship of Clipper® and the RTC Discount Card and direct customers to Clipper Customer Service for issues related to the smart card features of their card.
  - b. **Application Acceptance:** Transit Operator staff will explain the program and application process to applicants, outline the time-frame of the application process, confirm the identity of the applicant, photograph the applicant, ensure that the application is complete, and assist the Medical Verifier in acquiring complete and accurate information.

**c. Data Transmission to and from the Medical Verifier:** Transit Operators are responsible for scanning the application and electronically transmitting that data to the Medical Verifier on an agreed-to schedule to ensure timely application processing; and thereafter forwarding original applications to the Medical Verifier. Applications must be transmitted within 7 days to meet the 21-day customer service standard.

**d. Participate in Appeals Process:** Transit Operator will take part in the processing of appeals submitted by customers whose application originated from its application office. Transit Operator will provide information relevant to the appeal, will designate a staff person to hear the appeal and adhere to other policies and procedures for the appeals process as agreed to by participating operators.

2. Transit Operator is responsible for providing adequate space, a secure and reliable power source, a dedicated telephone line, and an appropriate environment for the hardware and operation of the RTC Discount Card Program.
3. Transit Operator is responsible for maintaining and replacing, as necessary, computer equipment that is fully compatible with that used by the Medical Verifier and other Transit Operators participating in the program. Transit Operator is also responsible for all operating system maintenance (such as upgrading to new versions of Windows, network software and similar "systems" software and installation of Lightswitch Data Entry Software) at the Transit Operator site.
4. Transit Operator is responsible for providing its staff with training on Microsoft Windows and the fundamentals of PC operations. If the RTC database is used on a network, the Transit Operator is also responsible for all training and administration required for network operators.
5. Transit Operator will maintain all records containing personal information, as defined in California Civil Code Section 1798.3(a), with accuracy, relevance, timeliness, and completeness, to the maximum extent possible. Transit Operator may not disclose any personal information in a manner that would link the information disclosed to the individual to whom it pertains unless the disclosure meets the requirements of Civil Code Section 1798.24 et seq. Transit Operator will establish appropriate and reasonable administrative, technical and physical safeguards to ensure compliance with the provisions of this paragraph, to ensure the security and confidentiality of records, and to protect against anticipated threats or hazards to their security or integrity.
6. If Transit Operator intends to transfer the information in the RTC database to another program such as an alternative database for auditing purposes, the Transit Operator is solely responsible for these operations and any expenses related to these operations. The database includes a function for exporting information, but the Transit Operator is solely responsible for the transfer and manipulation of the information outside of the RTC program database.
7. Transit Operator is responsible for carrying out appropriate procedures to back up information forwarded to the Medical Verifier (e.g., providing hard copy of application and/or datafile storage of backup files).
8. Transit Operator may implement programs and procedures ancillary to and complementary to the Regional Transit Discount Card Program.
9. Transit Operators will reimburse ACT (Lead Agency) for the Medical Verifier and associated management costs on a schedule established by the Lead Agency. Transit Operator's share of the program costs are based on the percentage shares recommended by the BAPAC and, if

required, approved by the PTCC. Participating Transit Operator shares will be reviewed on a periodic basis by the BAPAC and will be based upon, in general, actual cards issued over an agreed upon timeframe. Any proposed alteration/change in the percentage allocations shown below may be done in writing without a formal amendment. The Transit Operators percentage allocations are shown below:

Agency	Percentage
AC Transit (Lead Agency)	24.0
BART	16.0
CCCTA	4.0
ECCTA	2.0
Golden Gate Transit	2.0
LAVTA	1.0
Petaluma Transit	1.0
SFMTA	24.0
SamTrans	4.0
Santa Rosa Transit	1.0
Solano County Transit	1.0
Solano Transportation Authority	1.0
Sonoma Transit	1.0
VTA	18.0
	100.0

**C. MTC RESPONSIBILITIES**

1. In accordance with the *Amended and Restated Clipper Memorandum of Understanding, dated February 19, 2016* ("Clipper MOU"), MTC is responsible for operating the Clipper automated fare payment system ("Clipper"). MTC has entered into a contract with Cubic Transportation Systems, Inc. ("Clipper Contractor") to operate and maintain Clipper through November 2, 2019; after November 19, 2019, the Clipper® Contractor may change.
2. In accordance with its duties and responsibilities as contracting agency for the Clipper® Contractor, MTC will contract with the Clipper® Contractor for performance of work specific to the RTC program. This work includes, but is not limited to, production and distribution of RTC Clipper® cards, customer service for RTC Clipper® Card customers, and coordination of responsibilities with the RTC Medical Verifier.
3. MTC will invoice the Lead Agency on a monthly basis for the Clipper Contractor's costs billed to MTC for intake, card production, and printing supplies, including sales tax. These costs will be shared by the Transit Operators as defined in B.9 above.
4. MTC is responsible for monitoring the performance of the RTC Discount Card Program relative to MTC's Transit Coordination Implementation Plan adopted, in accordance with the requirements of California Government Code Sections 66516 and 66516.5.

**D. LEAD AGENCY RESPONSIBILITIES**

1. As Lead Agency, ACT will perform overall program monitoring, contracting and management of medical verification services, and overall program financial management. Specific responsibilities include:
  - a. **Medical Verifier Contracting:** Lead Agency will issue the Request for Proposals (RFP), manage the selection process and contract with the Medical Verifier to carry out the responsibilities as described in the Medical Verifier Work Scope.

- b. Medical Verifier Management:** Lead Agency provides the staff assistance necessary to manage the Medical Verifier contract, to ensure that work is performed in accordance with the objectives of the RTC Discount Card Program and the policies of the PTCC. Lead Agency reviews all management reports, annual budgets and work plans from the Medical Verifier and facilitates discussion regarding program operations between individual Transit Operators and the Medical Verifier.
- c. Budgeting and Billing:** Lead agency will present an annual budget for the program to the BAPAC and the PTCC, if required, no later than March 30th of each year specifying Lead Agency, MTC, and Medical Verifier costs. Lead Agency invoices operators quarterly in advance for its share of costs based on the budget approved and the distribution outlined in B.9.
- d. Management Fees and Escalation of Costs:** Lead Agency will charge \$75,000 annually for the initial term of this agreement (July 1, 2016 – June 30, 2020). This charge to the Transit Operator will be billed quarterly per subsection (c) above and based on the percentage allocations contained in section B.9. The management fees are subject to escalation should Lead Agency determine that the fees do not cover the full cost of the program management and oversight. Any suggestions of escalation shall be raised at the Lead Agency's annual year-end budget review and subject to approval of all Transit Operators.
- e. Database Oversight:** The Medical Verifier is responsible for day-to-day operation of the RTC Database. Ownership of the RTC Database will be transferred from MTC to the Lead Agency. Lead Agency will then perform oversight for this function and ensure that requirements for routine service and technical support for the database are met. The Medical Verifier shall be responsible for day-to-day operation of the RTC Database. The costs of database maintenance and technical support are included in the annual budget for the Medical Verifier, as approved by the BAPAC/PTCC.

Modifications to the RTC Database software may be undertaken by the Medical Verifier, under the direction of the Lead Agency.

- f. Appeals Process Management:** Lead Agency will review all appeals of denials of applications and will manage the appeals process.
- g. Attendant Card Use Monitoring:** Lead Agency will review monthly reports of attendant card use and manage the disciplinary process.
- h. Periodic Program Audits:** Lead Agency is responsible for arranging for an independent audit of the Medical Verifier operations and the database on a periodic basis. The costs of the audit will be included in the annual budget. The purpose of the audit is to ensure the reliability of the information in the database, control over the cardstock, and consistent application of program policies in the eligibility process. Results of the audit will be reported to the BAPAC.
- i. Enforcement Proceedings:** Lead Agency will work with Transit Operators relative to any enforcement action needed to address RTC Discount Card fraud or abuse on the part of applicants or certifiers and direct the Medical Verifier to implement decisions of the Transit Operators as appropriate.
- j. BAPAC Coordination:** Lead Agency is responsible for regularly attending meetings of the BAPAC to respond to questions and resolve problems related to the program. Lead

Agency is also responsible for monthly reports to the BAPAC on the Medical Verifier contract and database operations, attendant card use, and card distribution and customer service performance.

2. Lead Agency will ensure that the Medical Verifier maintains all records containing personal information, as defined in California Civil Code Section 1798.3(a), with accuracy, relevance, timeliness, and completeness, to the maximum extent possible. Neither Lead Agency nor the Medical Verifier may disclose any personal information in a manner that would link the information disclosed to the individual to whom it pertains unless the disclosure meets the requirements of Civil Code Section 1798.24 et seq. Lead Agency shall also ensure that the Medical Verifier establish appropriate and reasonable administrative, technical and physical safeguards to ensure compliance with the provisions of this paragraph, to ensure the security and confidentiality of records, and to protect against anticipated threats or hazards to their security or integrity which could result in any injury.
3. Lead Agency will allow Transit Operators the opportunity to inspect and copy all of the books, works, documents, papers, materials, payrolls, records, accounts, and all other data of Lead Agency and the Medical Verifier relative to the component of the RTC Discount Card Program applicable to Transit Operator and in accordance with the safeguards set forth in paragraph 2 above. Upon termination of this Agreement, Lead Agency will forward applicable records to Transit Operators.

#### **E. MUTUAL INDEMNIFICATION**

No Party to this Agreement (including any of its directors, commissioners, officers, agents or employees) shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other Party under or in connection with this Agreement. Pursuant to Government Code Section 895.4, each Party agrees to fully indemnify and hold other Parties 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 such indemnifying Party under or in connection with this Agreement and for which such indemnifying Party would otherwise be liable.

#### **F. MUTUAL WARRANTIES**

ACT, MTC and Transit Operator represent and warrant that the individual executing the Agreement on behalf of the respective entity is duly authorized to execute and deliver this Agreement, and that this Agreement is binding upon ACT, MTC and Transit Operator in accordance with its terms.

#### **G. PROCESS FOR PROGRAM CHANGES**

During the term of this Agreement it may be necessary or desirable to make changes in the program. Transit Operator, MTC, and/or the Lead Agency may request changes. To facilitate the orderly implementation of changes the following general process will be followed:

Changes which do not involve formal policies of the program, can be implemented following approval by the BAPAC, on the schedule agreed upon by said Committee. This will include modifications/alterations to the percentage allocations

Changes which require an amendment to this agreement, or which constitute a change in formal program policies, must be reviewed and approved by the BAPAC and subsequently by the PTCC, and implemented in accordance with a schedule and a process agreed upon by the PTCC.

#### **H. NOTICES**

All notices required hereunder may be given by physical delivery, U.S. Mail, courier service (such as Federal Express), or facsimile transmission. Notices shall be effective upon receipt at the following addresses:

AC TRANSIT: Alameda-Contra Costa Transit District  
1600 Franklin Street  
Oakland, CA 94612  
Attn: Victoria Einhaus, Customer Services Manager  
Fax:

MTC: Metropolitan Transportation Commission  
375 Beale St., Suite 800 San Francisco, CA 94105  
Attn: \_\_\_\_\_  
Fax: \_\_\_\_\_

Transit Operator: Insert Transit Operator/Address and fax

#### **I. TERM**

The term of the Agreement will be effective beginning on July 1, 2016 and continuing through June 30, 2020, with options for multiple extensions upon approval of ACT, MTC and Transit Operators.

#### **J. APPLICABLE LAW**

This Agreement shall be interpreted under and pursuant to the laws of the State of California. ACT, MTC, and Transit Operator agree that the jurisdiction and venue of any dispute between the parties to this Agreement shall be the Superior Court of Alameda County.

#### **K. SEVERABILITY**

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

#### **L. BINDING UPON SUCCESSORS**

This Agreement shall be binding upon and inure to the benefit of the transferees, successors and assigns of each of the parties to it, except that there shall be no transfer of any interest by either of the parties to this Agreement except pursuant to the terms of the Agreement.

#### **M. TRANSFER OF ENTIRE AGREEMENT TO SUCCESSOR AGENCY**

By mutual agreement between the Lead Agency, MTC and a named Successor Lead Agency, in writing, the role and responsibilities of Lead Agency under this agreement may be transferred in whole to the Successor Lead Agency with ninety (90) days written notification to the Transit Operators.

#### **N. AMENDMENTS**

This Agreement may be amended from time to time with the written consent of the parties.

#### **O. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in one or more counterparts, and when all the parties have signed such counterparts, they shall constitute a duplicate original; provided, however, that revisions made to

the final Agreement circulated for signature shall nullify any signatures provided prior to such purported change and require the written approval of the signing parties.

ALAMEDA-CONTRA COSTA  
TRANSIT DISTRICT

\_\_\_\_\_  
Michael Hursh,  
General Manager

Approved as to form and content:

Approved as to form and content:

\_\_\_\_\_  
Denise Standridge,  
General Counsel

METROPOLITAN TRANSPORTATION  
COMMISSION

\_\_\_\_\_  
Steve Heminger

Approved as to form and content:

\_\_\_\_\_  
TRANSIT OPERATOR



# **TAB 5**

Agenda Item 7c

**ACTION ITEM: Countywide Sales Tax Measure**

Resolution 160727b

## **Board of Directors Meeting**

**Wednesday July 27, 2016**

**ECCTA Boardroom  
801 Wilbur Avenue, Antioch, CA 94509**

## **Staff Report to ECCTA Board of Directors**

**Meeting Date:** July 27, 2016

**Agenda Item:** Countywide Sales Tax Measure  
Agenda Item #7c

**Lead Staff:** Jeanne Krieg, Chief Executive Officer 

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### **BACKGROUND**

The Contra Costa Transportation Authority (Authority) is responsible for maintaining and improving the county's transportation system by planning, funding, and delivering critical transportation infrastructure projects and programs that connect communities, foster a strong economy, increase sustainability, and safely and efficiently get people where they need to go.

The Authority is proposing the imposition of a countywide one-half of one percent sales tax for transportation purposes for a period of thirty years through March 31, 2047. Over the past two years, the Authority conducted extensive consultations with local governments and outreach to a wide variety of interest groups and the public in order to develop a mix of projects and programs to be funded by the proposed sales tax. On May 18, 2016 the Authority released a proposed final Transportation Expenditure Plan (TEP) to guide the use of the proposed sales tax revenues. The proposed final TEP also includes a revised Growth Management Program (GMP), a new Complete Streets Policy, and a new Advance Mitigation Program to help the Authority achieve its goals to reduce future congestion, manage the impacts of growth, and expand alternatives to the single-occupant vehicle.

The Authority also adopted Ordinance 16-01 on May 18, 2016 to conditionally amend the Growth Management Program, which includes Attachment A: Principles of Agreement for Establishing the Urban Limit Line in the Measure J Transportation Expenditure Plan ("Measure J TEP") to match that found in the 2016 TEP. This amendment would only apply if the one-half of one percent local transportation sales tax is placed on the ballot and successfully approved by the electors on the November 8, 2016 ballot.

**Agenda Item #7c**  
*Eastern Contra Costa Transit Authority*  
*Board of Directors*  
Meeting: July 27<sup>th</sup>, 2016

Currently, transportation needs significantly exceed projected revenues. Over the next 30 years, Contra Costa population will continue to grow, resulting in new demands on the transportation infrastructure and additional mobility needs. The new sales tax measure is needed to keep Contra Costa County moving and to create the livable and sustainable communities.

The proposed sales tax measure is expected to generate \$2.8 billion (current dollars). Over 23% of the revenues is intended to maintain and improve local streets. Other funding categories include 10.4% to improve major streets and develop complete streets projects, 4% to pedestrian and bicycle facilities, 12% to enhance bus transit and ferry services, 4% to provide transportation for seniors and people with disabilities, and 2.2% for safe transportation for children and school bus pass programs. In addition, significant funding is assigned in the new Measure to improve traffic flow on major commute corridors such as I-680, I-80, Route 242 and Route 4, and to improve the safe flow of goods and services on Vasco Road and Byron Highway in East Contra Costa County. The proposed final TEP also includes funding intended to improve the capacity of the BART system and extend BART to Brentwood.

This TEP is transformative on every level. With a strong focus on technology and innovation, the TEP will deliver a more efficient, cleaner and faster transportation system. The TEP will help reduce emissions through a higher emphasis on transit, technology, and alternative modes of transportation.

The TEP also sets forward clear policies that ensure that while communities grow, the growth is kept within clear urban limit lines. This will allow the county to continue growing in a smart way, while protecting vital open space for parks and farmland. Furthermore, increased investments in bike and pedestrian facilities bring access to the outdoors to every community.

Pursuant to Public Utilities Code Section 180206(b) a Transportation Expenditure Plan may not be finally adopted and placed before the voters until it has received the approval of the County Board of Supervisors and city/town councils which in aggregate represent both a majority of the cities/towns in Contra Costa and a majority of the population residing in the incorporated areas of Contra Costa. All jurisdictions will be asked to adopt the proposed final TEP as presented. The Authority is seeking approval of the proposed final TEP from all cities and towns by July 5th and will seek approval of the County Board of Supervisors on July 12th. The Authority will consider approving the Final TEP and accompanying ordinance to impose the sales tax at its meeting on July 20, 2016 or at a special meeting. The conditional amendment to the Growth Management Program, which includes Attachment A: Principles of Agreement for Establishing the

**Agenda Item #7c**  
*Eastern Contra Costa Transit Authority*  
*Board of Directors*  
Meeting: July 27, 2016

Urban Limit Line in the Measure J TEP to match that found in the 2016 TEP would only apply if the one-half of one percent local transportation sales tax is placed on the ballot and successfully approved by the electors on the November 8, 2016 ballot. For the limited purpose identified in Public Utilities Code Section 180206(b), the Authority seeks the Eastern Contra Costa Transit Authority's support of the new Measure, by adopting the attached Resolution of Support for the Countywide Imposition of One Half of One Percent Sales Tax to Fund Transportation Improvements in Contra Costa.

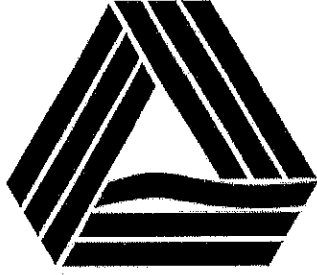
Adopting the attached Resolution of Support is not subject to the California Environmental Quality Act ("CEQA") because the TEP is not a "project" within the meaning of CEQA. (See 14 C.C.R., §§ 15378, 15352.) Specifically, the Council's adoption of the Resolution of Support does not constitute the approval of a CEQA project for reasons that include, but are not limited to, the following: (1) the TEP does not authorize the construction of any projects that may result in any direct or indirect physical change in the environment; (2) the TEP is a mechanism for funding potential future transportation projects, the timing, approval, and construction of which may be modified or not implemented depending on a number of factors, including future site-specific CEQA environmental review; and (3) the TEP is subject to further discretionary approvals insofar as it may not be adopted until and unless the pre-conditions set forth in the Public Utilities Code are satisfied. (See 14 C.C.R., §§ 15378, 15352; Public Utilities Code, § 180206(b).)

### **REQUESTED ACTION**

Adopt Resolution 160727b supporting the Countywide Imposition of One Half of One Percent Sales Tax to Fund Transportation Improvements in Contra Costa and Conditionally Amend the Growth Management Program in the Measure J Transportation Expenditure Plan to match that found in the 2016 Proposed Transportation Expenditure Plan

### **NOTE:**

Copies of the Transportation Expenditure Plan will be available at the board meeting. It can also be viewed here:  
[https://gallery.mailchimp.com/da082ef52bc2b59f993a15a89/files/Final\\_May\\_TransportationExpenditurePlan.pdf](https://gallery.mailchimp.com/da082ef52bc2b59f993a15a89/files/Final_May_TransportationExpenditurePlan.pdf)



# TRI DELTA TRANSIT

Eastern Contra Costa Transit Authority  
801 Wilbur Avenue • Antioch, California 94509  
Phone 925.754.6622 Fax 925.757.2530

## **RESOLUTION #160727b Countywide Sales Tax**

**Resolution #160727b supports the countywide imposition of one half of one percent sales tax to fund transportation improvements in Contra Costa County.**

**WHEREAS**, the Contra Costa Transportation Authority (hereinafter “Authority”) proposes the countywide imposition of a one half of one percent sales tax for transportation purposes a period of thirty years effective on April 1, 2017 through March 31, 2047; and

**WHEREAS**, the Authority has administered a one half of one percent sales tax for transportation purposes since its inception on April 1, 1989; and

**WHEREAS**, the Authority conducted extensive consultations with local governments and conducted outreach to a wide variety of interest groups and the public in order to develop a Transportation Expenditure Plan (“TEP”) proposing a potential mix of projects and programs to be funded by the proposed sales tax; and

**WHEREAS**, on May 18, 2016 the Authority authorized the release of a proposed TEP reflecting the results of that consultation and outreach, and seeking concurrence on the proposed TEP from Contra Costa County and the cities and towns within Contra Costa County; and

**WHEREAS**, the council for each of the cities and towns within Contra Costa County have adopted a Resolution of Support for the TEP and have urged the Authority to adopt the TEP and the County Board of Supervisors to place the one-half of one percent local transportation sales tax on the November 8, 2016 ballot; and

**WHEREAS**, the Contra Costa County Board of Supervisors will consider adopting a Resolution of Support for the TEP at its meeting on July 12, 2016; and

**WHEREAS**, the proposed TEP includes measures that help reduce future congestion, manage the impacts of growth, and expand alternatives to the single-occupant vehicle; and

**WHEREAS**, the proposed TEP includes nearly \$950 million for BART, transit operations, paratransit and safe transportation for children programs; and

**WHEREAS**, the proposed TEP includes additional funding to improve high-capacity transit services including first/last mile solutions for the Interstate 80, Interstate 680, and State Route 4 corridors; and

**WHEREAS**, if the proposed TEP is ultimately adopted by the Authority and approved by the voters, the TEP would guide the use of the proposed sales tax revenues; and

**NOW THEREFORE BE IT RESOLVED**, that the Eastern Contra Costa Transit Authority adopts this resolution to demonstrate its support of the proposed TEP released by the Authority on May 18, 2016; and

**BE IT FURTHER RESOLVED**, that the Eastern Contra Costa Transit Authority urges the Authority, consistent with the provisions of Public Utilities Code Section 180206, to adopt the proposed TEP; and

**BE IT FURTHER RESOLVED**, that the Eastern Contra Costa Transit Authority urges the Contra Costa County Board of Supervisors, consistent with Public Utilities Code Section 180203, to place the one-half of one percent local transportation sales tax on the November 8, 2016 ballot.

PASSED AND ADOPTED THIS 27<sup>th</sup> day of July 2016, by the following votes:

**EASTERN CONTRA COSTA TRANSIT AUTHORITY**

\_\_\_\_\_  
Doug Hardcastle, Chair

\_\_\_\_\_  
Jeanne Krieg, CEO

**AYES:** \_\_\_\_\_  
**NOES:** \_\_\_\_\_  
**ABSENT:** \_\_\_\_\_  
**ABSTENTIONS:** \_\_\_\_\_

# **TAB 6**

Agenda Item 10

**ACTION ITEM: CEO Employment Agreement**

## **Board of Directors Meeting**

**Wednesday July 27, 2016**

**ECCTA Boardroom**

**801 Wilbur Avenue, Antioch, CA 94509**

## **Staff Report to ECCTA Board of Directors**

**Meeting Date:** July 27, 2016

**Agenda Item:** Review and Approve Chief Executive Officer  
Employment Agreement Agenda Item #10

**Lead Staff:** Jeanne Krieg, Chief Executive Officer 

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During the June 22<sup>nd</sup>, 2016 meeting, the ECCTA Board of Directors conducted a closed session to discuss the performance of the Chief Executive officer, Jeanne Krieg. They requested that an item be placed on the July agenda that would allow them to discuss the employment contract.

The current restated contract with the terms that are in effect on the meeting day is attached.



**Amended and Restated Employment Agreement**  
**between**  
**Eastern Contra Costa Transit Authority**  
**and**  
**Jeanne W. Krieg**

This Amended and Restated Employment Agreement ("Agreement"), is effective as of July 27, 2016 and is an update to the Employment Agreement dated September 28<sup>th</sup>, 1995 between the Eastern Contra Costa Transit Authority (ECCTA) a public entity created and existing under the Joint Powers Exercise Act, California Government Code Section 6500, et. seq., whose principal place of business is 801 Wilbur Avenue, Antioch, California and JEANNE KRIEG (KRIEG), a California resident whose address is 3029 Frandoras Circle, Oakley, California.

**RECITALS**

- A. ECCTA desires to employ the services of KRIEG as the Chief Executive Officer as provided by the Joint Powers Agreement; and
- B. ECCTA desires to employ KRIEG as an at-will employee and to establish certain conditions of employment and to set working conditions of KRIEG; and
- C. KRIEG desires to continuing serving as the Chief Executive Officer of ECCTA.

NOW, THEREFORE in consideration of the above recitals and of the mutual promises and conditions in the Agreement, ECCTA and KRIEG agree as follows:

Section 1 – Employment.

ECCTA shall employ KRIEG as Chief Executive Officer, or in such other capacity or capacities, as ECCTA's Board of Directors may from time to time prescribe, and KRIEG shall accept such appointment with ECCTA.

Section 2 – Duties.

In her capacity of Chief Executive Officer, KRIEG shall do and perform all services, acts or other things necessary or advisable to manage and conduct the affairs of ECCTA, including hiring and firing all employees, subject at all times to policies set by the ECCTA Board of Directors, and to the consent of the Board of Directors when required by such policies or by the terms of this Agreement.

Section 3 – Term.

- A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of ECCTA to terminate the service of KRIEG at any time, with or without cause subject only to the provisions of Sections 13, 14, and 16 of this Agreement.
- B. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of KRIEG to resign at any time from her position as Chief Executive Officer subject only to the provisions set forth in Sections 15, 17, and 18 of this Agreement.

Section 4 – Devotion of Time.

KRIEG shall devote her full energies, interests, abilities, and productive time to the performance of this Agreement during her employment. KRIEG shall not engage in any other business, duties or pursuits or directly or indirectly render any services of a business, commercial or professional nature to any other person or organization for compensation or otherwise, without the prior written consent of the ECCTA Board of Directors. However, KRIEG may expend a reasonable amount of time for charitable or professional activities if such activities do not materially interfere with the services required under this Agreement.

Section 5 – Conflict of Interest.

KRIEG shall not directly or indirectly acquire, hold or retain any interest in any business competing with or similar in nature to the activities of ECCTA and shall not directly or indirectly acquire, hold or retain any interest in any business that does business with ECCTA.

Section 6 – Principal Office.

Unless the parties agree otherwise in writing, during the term of this Agreement, KRIEG shall perform the services required under this Agreement at ECCTA's offices located at 801 Wilbur Avenue, Antioch, California; provided, however that ECCTA may from time to time require KRIEG to travel temporarily to other locations on ECCTA business.

Section 7 – Compensation.

ECCTA shall compensate KRIEG for her services as Chief Executive Officer of ECCTA by paying an annual salary base of \$168,579.60, payable in installments at the same time as other ECCTA employees are paid. A performance review will be made by the Board of Directors annually and ECCTA agrees to modify said base salary and/or other benefits of KRIEG in such amounts and to such extent as the Board of Directors may determine is desirable.

Section 8 – Automobile.

ECCTA shall pay KRIEG an automobile allowance of Six Hundred Dollars (\$600) per month.

Section 9 – Expenses.

ECCTA recognizes that KRIEG's stature as a visible member of the community and her memberships and active participation in community-based organizations contribute to her effectiveness as the Chief Executive Officer of ECCTA. The expenses associated with such activities as well as other expenses necessarily incurred in the performance of her services as Chief Executive Officer shall be reimbursable.

Section 10 – Paid Time Off and Holidays.

KRIEG's original date of hire is January 28, 1991. She is entitled to receive Paid Time Off (PTO) and holiday benefits generally available to ECCTA's other employees as outlined in the employee manual.

Section 11 – Hours of Work.

It is recognized that KRIEG must devote time outside the normal office hours to the business of ECCTA. KRIEG shall be entitled to Administrative leave of forty (40) hours each year.

Section 12 – Other Benefits.

- A. KRIEG shall receive other benefits generally available to ECCTA's other employees as outlined in the employee manual including but not limited to life insurance, disability insurance, medical insurance, dental insurance, jury duty pay, and bereavement pay applied to other ECCTA employees.
- B. KRIEG shall receive a 17% contribution to her IRA-SEP as long as she contributes at least 6%. Additionally, ECCTA will match KRIEG's contribution with a contribution to her IRA-SEP account or her deferred compensation account.
- C. As long as KRIEG is employed by ECCTA, any modification to fringe benefits including but not limited to PTO, holidays, life insurance, disability insurance, medical insurance, dental insurance, retirement plan, jury duty pay, and bereavement pay applied to other ECCTA employees shall also apply to KRIEG.

Section 13 – At Will Termination.

ECCTA may terminate this Agreement without cause on not less than thirty (30) days written notice to KRIEG.

Section 14 – Termination for Cause.

ECCTA may terminate this Agreement any time with at least five (5) days notice if KRIEG commits any material act of dishonesty, discloses confidential information, is guilty of gross carelessness or misconduct, or unjustifiably neglects her duties under this Agreement or acts in any way that has a direct, substantial and adverse effect on ECCTA's reputation.

Section 15 – Termination Upon Retirement.

This Agreement will be terminated by KRIEG's voluntary retirement upon six (6) months' prior written notice of the retirement to be given by KRIEG to ECCTA.

Section 16 – Termination Upon Disability.

If KRIEG is permanently disabled or otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of six successive weeks beyond any accrued PTO, ECCTA shall have the option to terminate this Agreement.

Section 17 – Termination Upon Merger Caused by MTC.

If the governing structure of ECCTA materially changes and such changes are caused by any funding, governance decision, mandates, requirements and/or regulations ("Merger Activity") made by Metropolitan Transportation Commission ("MTC") which result in KRIEG no longer being employed as the Chief Executive Officer of ECCTA, KRIEG may exercise an option to terminate this Agreement. To exercise such option, KRIEG shall notify the ECCTA Board of Directors in writing within thirty (30) days of being notified of the loss of her job as Chief Executive Officer of ECCTA.

Section 18 – Resignation.

KRIEG may terminate this Agreement by giving ECCTA two (2) months' prior written notice of resignation.

Section 19 – Suspension.

ECCTA may suspend KRIEG with full pay and benefits at any time during the term of this Agreement.

Section 20 – Severance Pay.

- A. If ECCTA terminates this Agreement pursuant to the provisions of Sections 13 or 17, the effective date of termination shall be the date of the notice extended by six (6) months plus one month for each year of service not to exceed twelve (12) months. ECCTA shall continue to make salary payments and provide medical and dental insurance, life insurance benefits and retirement benefits then in effect.
- B. If KRIEG exercises her options under Section 17, KRIEG shall be entitled to a lump sum payment of her gross monthly salary multiplied by eighteen (18) months. All payments made under this section shall be subject to applicable payroll taxes and withholdings.

Section 21 – Reassignment.

If KRIEG gives notice of this Agreement under Section 17 or 18, or it becomes known that this Agreement shall otherwise terminate in accordance with its provisions, ECCTA may, in its sole discretion and subject to other obligations under this Agreement, relieve KRIEG of her duties under this Agreement and assign KRIEG other reasonable duties and responsibilities to be performed until the termination becomes effective. There shall be no changes in KRIEG's compensation as a result of such reassignment.

Section 22 - Confidentiality.

During the course of employment or at any other time, KRIEG agrees not to disclose, communicate, use to the detriment of ECCTA or for the benefit of any other person (including KRIEG) or misuse in any way any confidential information or data concerning ECCTA. KRIEG acknowledges and agrees that all such confidential information received by KRIEG will be received in confidence and as a fiduciary of ECCTA.

Section 23 - Abuse of Office.

If ECCTA provides (i) paid leave salary to KRIEG pending an investigation, (ii) funds for the legal criminal defense of KRIEG, or (iii) severance pay to KRIEG in accordance with section 20 hereof, then in the event KRIEG is convicted of a crime involving an abuse of her office or position as defined in California Government Code Section 53243.4, all such sums paid by ECCTA to KRIEG or for KRIEG'S benefit shall be fully reimbursed to ECCTA by KRIEG.

Section 24 – Integration.

This Agreement contains the entire agreement between ECCTA and KRIEG and supersedes all prior oral and written agreements, understandings, commitments and practices between parties whether or not fully performed by KRIEG before the date of the Agreement. No Amendments to this Agreement can be made except in writing signed by both parties.

Section 25 – Governing Law.

The formation, construction and performance of this Agreement shall be construed in accordance with the laws of the State of California.

Section 26 – Notices.

Any notice to ECCTA required or permitted under this Agreement shall be given in writing to ECCTA, either by personal service or by Registered or Certified mail, postage prepaid, addressed to:

Eastern Contra Costa Transit Authority  
801 Wilbur Avenue

Antioch, CA 94509  
ATTN.: Chair, Board of Directors

Any such notice to KRIEG shall be given in a like manner, and if mailed, shall be addressed to KRIEG at her home address shown in ECCTA's files. For the purposes of compliance with any time limit in the Agreement, a notice shall be deemed to have been duly given (a) on the date of service, if served personally on the party to whom notice is to be given, or (b) on the third business day after mailing, if mailed to the party to whom the notice is to be given in the manner provided in this section.

Section 27 – Severability.

If any provision in this Agreement is held invalid or unenforceable, the remainder of the Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with regard to particular circumstances, it shall nevertheless remain in full force in all other circumstances.

Section 28 – Effect of Waiver.

The failure of either party to insist on strict compliance of any of the terms and conditions of this Agreement by the other party shall not be deemed a waiver of that term or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right and power for all or any other times.

Executed by the parties as of \_\_\_\_\_, 2016.

EASTERN CONTRA COSTA TRANSIT AUTHORITY

\_\_\_\_\_  
Date

\_\_\_\_\_  
Doug Hardcastle, Chair  
Board of Directors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeanne W. Krieg

APPROVED AS TO LEGAL FORM AND CONTENT:

\_\_\_\_\_  
Benjamin L. Stock, ECCTA General Counsel