



Board of Directors Meeting Agenda

Wednesday, September 27, 2023

Meeting Time:
4:00 pm

Location:
Eastern Contra Costa Transit Authority Boardroom
801 Wilbur Avenue, Antioch



BOARD OF DIRECTORS:

CITY OF ANTIOCH

Lamar Thorpe - Chair
Monica Wilson

CITY OF OAKLEY

Shannon Shaw
Anissa Williams

CONTRA COSTA COUNTY

Diane Burgis
Federal Glover Vice-Chair

CITY OF BRENTWOOD

Joel Bryant
Tony Oerlemans

CITY OF PITTSBURG

Dionne Adams
Shanelle Scales-Preston

MEMBER-AT-LARGE

Merl Craft

Board of Directors Meeting Agenda
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Available Online: <https://trideltatransit.com/board.aspx>

1. **CALL TO ORDER** Chair Lamar Thorpe
 - 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 the last page of this agenda.

4. **CHAIR'S REPORT** Chair Lamar Thorpe

5. **CONSENT CALENDAR (ACTION ITEM):**

(see attachment: tab #1)

- a. Minutes of the Board of Directors meeting of August 23, 2023
- b. Financial Report
- c. Marketing and Customer Service Activities Report

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

6. **CEO'S REPORT** Rashidi Barnes

- a. Operations Report (see attachment: tab #2)

7. **ACTION ITEMS and DISCUSSION ITEMS**

- a. **ACTION ITEM:** Means-Based Fare Pilot Update

(see attachment: tab #3)

Requested Action: Approval to proceed with the Countywide Means-Based Fare Program and enter into a 12-month agreement with CCTA to cover the ongoing operation cost of the Means-Based Fare Program in the ECCTA Service Area.

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- b. **ACTION ITEM:** Website RFP Award
(see attachment: tab #4)
Requested Action: Adopt Resolution #230927B authorizing the CEO to enter into a contract for the development, design, implementation and maintenance of ECCTA's websites with Planeteria Media for \$106,750 over a three-year contract term.
- c. **ACTION ITEM:** Code of Conduct Policy
(see attachment: tab #5)
Requested Action: Approve Resolution #230927C authorizing ECCTA's Code of Conduct Policy to replace the "Rules and Procedures for Handling Problem Passengers" that was previously adopted on 6/24/2020.
- d. **ACTION ITEM:** Brentwood Oktoberfest Special Event Shuttle
(see attachment: tab #6)
Requested Action: Provide direction to staff regarding the operation of a special shuttle for the Brentwood Oktoberfest to be run on Saturday, October 14, 2023, from 9 a.m. to 9 p.m.
- e. **ACTION ITEM:** Maintenance Staffing and Salary Changes
(see attachment: tab #7)
Requested Action: Staff requests the Board of Directors approve resolution #230927E, amending the wage structure for the mechanics to be compliant with the labor law, reclassifying a Service Worker position to a Lead Service Worker position, and increasing the Lead Mechanic and Service Worker pay to 105% of the top pay in their classification.
- f. **ACTION ITEM:** Land Acquisition – Apollo Court
(see attachment: tab #8)
Requested Action: Staff requests the Board of Directors approve resolution #230927F, authorizing the Chief Executive Officer to enter into a purchase agreement with K M Favaedi Living Trust for the amount of \$2,000,000.

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8. BOARD OF DIRECTOR'S 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.

9. ADJOURN

Next Meeting: October 25, 2023, at 4:00 p.m., 801 Wilbur Avenue, Antioch, CA 94509.

PUBLIC COMMENT GUIDELINES:

- Public comments can be submitted via e-mail to CEO@trideltatransit.org.
- Comments received one hour prior to the meeting will be distributed to the members of the Board of Directors and summarized in the minutes.
- Persons requesting to address the ECCTA Board of Directors in person 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 ECCTA's front desk located at 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 ECCTA's front desk at the above referenced address during regular business hours.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available in the ECCTA 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 no fewer than 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.

LIMITED ENGLISH PROFICIENCY (LEP):

Any person with Limited English Proficiency (LEP) who requires language assistance to communicate with the Tri Delta Transit Board of Directors during the meeting should contact the CEO's Office at (925) 754-6622 or fax (925) 757-2530. Notification no fewer than 48 hours prior to the meeting will enable Tri Delta Transit to make reasonable arrangements to assure language assistance for this meeting.

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 #5

Consent Calendar (ACTION ITEM): Minutes, Financial Report and
Marketing Activities Report

Board of Directors Meeting

Wednesday September 27, 2023

ECCTA Boardroom

801 Wilbur Avenue, Antioch, CA 94509

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

MINUTES

August 23, 2023

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

ROLL CALL / CALL TO ORDER

BOARDMEMBERS

PRESENT: Dionne Adams (Pittsburg); Joel Bryant (Brentwood); Merl Craft (Member-at-Large) *; Federal Glover (Contra Costa County/ Vice-Chair); Tony Oerlemans (Brentwood); Kevin Romick (Contra Costa County/ Alternate) Shannon Shaw (Oakley); Anissa Williams (Oakley); Monica Wilson (Antioch); Lamar Thorpe (Antioch/ Chair)

*arrived after consent calendar

ABSENT: Shanelle Scales-Preston (Pittsburg)

STAFF PRESENT: Rashidi Barnes, Chief Executive Officer (CEO)
Toan Tran, Chief Operating Officer (COO)
Eli Flushman, General Counsel
Joe Chappelle, Manager of Administrative Services
Uriel Diaz, Manager of Planning and Grants
Tania Babcock, Compliance Manager
Leeann Loroño, Manager of Customer Service and Marketing
DeAnna Perry, Manager of Accessible Services
Rosanna Dominguez, Executive Assistant

OTHERS

PRESENT: Yvette McNeese, TransDev General Manager
Lori Sprinkle, TransDev Office Manager
Ben Trejo, TransDev Assistant Safety Manager

PLEDGE OF ALLEGIANCE

Chair Thorpe led the Pledge of Allegiance.

PUBLIC COMMENT

No public comment

CHAIR'S REPORT

No Chair's report

CONSENT CALENDAR

On motion by Director Glover, seconded by Director Wilson, ECCTA Board members adopted the Consent Calendar below, which carried by the following vote:

- A. Minutes of the Board of Directors meeting of July 26, 2023
- B. Financial Report
- C. Marketing and Customer Service Activities Report

AYES: Adams, Bryant, Glover, Oerlemans, Romick, Shaw, Thorpe, Williams, Wilson
NOES: None
ABSTAIN: None
ABSENT: Craft, Scales-Preston

CHIEF EXECUTIVE OFFICER'S REPORT

A. Operations Report

Chief Executive Officer Rashidi Barnes gave a report on bus feeder service. FY25 was the topic of conversation for this month in regards to funding. Local agencies have had conversations with BART around their funding restraints for FY25 and how that will affect transportation for the region.

Mr. Barnes presented potential short-term funding solutions for ECCTA without cutting service. The comprehensive operations analysis being performed will help in identifying improvements to the overall service provided by ECCTA and further investigate solutions for financial shortfalls.

Mr. Barnes announced that Tri Delta Transit (ECCTA) was named a Nextdoor Favorite (Fav) by our community for 2023. Mr. Barnes also reported that the City of Pittsburg's ground breaking on the new shopping center that will include Sprouts.

ACTION AND DISCUSSION ITEMS

A. Vehicle Purchase

Manager of Administrative Services Joe Chappelle reported that ECCTA has fifteen 2018 paratransit cutaway buses that have reached the end of their useful life, and replacements for these vehicles will be required. In addition to the paratransit vehicles, ECCTA would like to also purchase three cutaway buses to join the Tri MyRide fleet.

ECCTA is a part of a contract awarded to A-Z Bus Sales through CalACT – MBTA vehicle Purchasing Cooperative and Federal Transit Administration.

On motion by Director Bryant, seconded by Director Shaw, ECCTA Board members authorized the Chief Executive Officer to enter into a contract with A-Z Bus Sales through the CalACT MBTA Vehicle Purchasing Cooperative bid for an amount not to exceed \$2,815,150, which includes a 10% contingency, for the purchase of 18 cutaway buses total, carried by the following vote:

AYES: Adams, Bryant, Craft, Glover, Oerlemans, Romick, Shaw, Thorpe, Williams, Wilson
NOES: None
ABSTAIN: None
ABSENT: Scales-Preston

B. Approval of Filing for Federal Funds 5310

Chief Operating Officer Toan Tran provided a background of the 5310 program. This is a federal grant that is available to improve the mobility options for older adults and those with disabilities. ECCTA has been receiving this funding for the last four years and the funding has been utilized in ECCTA's Mobility on Demand service. This federally funded program is managed by Caltrans, the application will be submitted to Caltrans.

The requested action to the Board of Directors was authorization for the Chief Executive Officer or their designee to provide additional information as the Department may require in connection with the application for the Section 5310 projects. The Chief Executive Officer or their designee is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5310 projects.

On motion by Director Glover, seconded by Director Craft, ECCTA Board members approved resolution #230823B authorizing the application submittal for financial assistance through Section 5310 Funding, carried by the following vote:

AYES: Adams, Bryant, Craft, Glover, Oerlemans, Romick, Shaw, Thorpe, Williams, Wilson
NOES: None
ABSTAIN: None
ABSENT: Scales-Preston

C. Travel Policy Change

Chief Executive Officer Rashidi Barnes reviewed the Travel Policy that was approved in 1994. The policy requires any additional travel that exceeds two business trips per fiscal year for staff requires approval by the Board of Directors.

The amendment proposed to the Travel Policy will remove the requirement for Board approval upon staff members reaching the two-conference limit.

On motion by Director Wilson seconded by Director Craft, the ECCTA Board members approved resolution #230823C amending the 1994 travel policy, specific to staff, by removing the two-conference limit for each staff member and to allow for the ECCTA CEO to manage the annual travel budget under the fiscal year budgeting process, carried by the following vote:

AYES: Adams, Bryant, Craft, Glover, Oerlemans, Romick, Shaw, Thorpe, Williams, Wilson
NOES: None
ABSTAIN: None
ABSENT: Scales-Preston

D. Clipper START! Extension

Chief Operating Officer Toan Tran presented the Clipper START! program administered by MTC. This program allows adults who live in the Bay Area and who have an annual earning up to 200 percent of the federal poverty level to qualify for this program. ECCTA would like to extend their participation in the program, and in conjunction with East Bay Operators increase the fare discount from 20% to 50%.

On motion by Director Glover seconded by Director Craft, the ECCTA Board members approved resolution #230823D authorizing the extension of the Clipper START! program, allowing ECCTA to participate in the program until June 2025 and adjust the current discount offering from 20% to 50% effective January 2024, carried by the following vote:

AYES: Adams, Bryant, Craft, Glover, Oerlemans, Romick, Shaw, Thorpe, Williams, Wilson
NOES: None
ABSTAIN: None
ABSENT: Scales-Preston

BOARD OF DIRECTORS COMMENT

Directors Craft announced the Black Vines will be in downtown Pittsburg August 23, 2023.

Director Bryant reported that City of Brentwood in partnership with ECCRFFA and CCTA were able to break ground on Sand Creek Rd, that will connect to Deer Valley Rd allowing for quicker access to the hospital.

Director Adams expressed appreciation to ECCTA for supporting the ground breaking of Sprouts in the City of Pittsburg and the service provided with Tri MyRide to the location.

Director Williams reported that a constituent has requested shaded bus stops within the City of Oakley.

ADJOURNMENT

The meeting of the Eastern Contra Cost Transit Authority adjourned at 4:20pm until September 27, 2023 at 4:00pm in the ECCTA Administrative Facility, 801 Wilbur Ave Antioch, California.

Respectfully submitted,

Rosanna Dominguez

Executive Assistant

TRI DELTA TRANSIT
Income Statement - Comparison to Annual Budget
As of August 31, 2023
(unaudited)

	YTD Actual			YTD Budget			YTD Variance <i>favorable/(unfavorable)</i>			FY24 Full Year Budget			YTD % of Fiscal Year Budget		
	ECCTA	FR	DR	ECCTA	FR	DR	ECCTA	FR	DR	ECCTA	FR	DR	ECCTA	FR	DR
OPERATING REVENUES															
Passenger Fares	\$ 306,098	\$ 222,710	\$ 83,388	\$ 310,869	\$ 168,557	\$ 142,312	\$ (4,771)	\$ 54,153	\$ (58,924)	\$ 1,813,298	\$ 984,639	\$ 828,659	17%	23%	10%
Other Income	\$ 88,974	\$ 31,667	\$ 57,307	\$ 80,308	\$ 31,666	\$ 48,642	\$ 8,666	\$ 1	\$ 8,665	\$ 490,741	\$ 190,000	\$ 300,741	18%	17%	19%
<i>Total Operating Revenues:</i>	<i>\$ 395,072</i>	<i>\$ 254,377</i>	<i>\$ 140,695</i>	<i>\$ 391,177</i>	<i>\$ 200,223</i>	<i>\$ 190,954</i>	<i>\$ 3,895</i>	<i>\$ 54,154</i>	<i>\$ (50,259)</i>	<i>\$ 2,304,039</i>	<i>\$ 1,174,639</i>	<i>\$ 1,129,400</i>	<i>17%</i>	<i>22%</i>	<i>12%</i>
NON-OPERATING REVENUES															
Federal Funds	\$ -	\$ -	\$ -	\$ 285,350	\$ -	\$ 285,350	\$ (285,350)	\$ -	\$ (285,350)	\$ 1,712,109	\$ -	\$ 1,712,109			
State Funds	\$ 1,246,285	\$ 997,028	\$ 249,257	\$ 4,628,808	\$ 3,710,069	\$ 918,739	\$ (3,382,523)	\$ (2,713,041)	\$ (669,482)	\$ 25,968,665	\$ 20,589,362	\$ 5,379,303	5%	5%	5%
Local Funds	\$ (15,986)	\$ (15,986)	\$ -	\$ 459,214	\$ 199,266	\$ 259,948	\$ (475,200)	\$ (215,252)	\$ (259,948)	\$ 2,755,287	\$ 1,195,596	\$ 1,559,691	-1%	-1%	
Inter-Operator Agreements	\$ -	\$ -	\$ -	\$ 422,014	\$ 422,014	\$ -	\$ (422,014)	\$ (422,014)	\$ -	\$ 2,532,085	\$ 2,532,085	\$ -			n/a
Interest & Other Misc Income	\$ 3,688	\$ 3,063	\$ 625	\$ 9,998	\$ 8,332	\$ 1,666	\$ (6,310)	\$ (5,269)	\$ (1,041)	\$ 60,000	\$ 50,000	\$ 10,000	6%	6%	6%
<i>Total Non-operating Revenues:</i>	<i>\$ 1,233,987</i>	<i>\$ 984,105</i>	<i>\$ 249,882</i>	<i>\$ 5,805,384</i>	<i>\$ 4,339,681</i>	<i>\$ 1,465,703</i>	<i>\$ (4,571,397)</i>	<i>\$ (3,355,576)</i>	<i>\$ (1,215,821)</i>	<i>\$ 33,028,146</i>	<i>\$ 24,367,043</i>	<i>\$ 8,661,103</i>	<i>4%</i>	<i>4%</i>	<i>3%</i>
Total Revenues:	\$ 1,629,059	\$ 1,238,482	\$ 390,577	\$ 6,196,561	\$ 4,539,904	\$ 1,656,657	\$ (4,567,502)	\$ (3,301,422)	\$ (1,266,080)	\$ 35,332,185	\$ 25,541,682	\$ 9,790,503			
OPERATING EXPENSES															
Purchased Transportation	\$ 3,634,036	\$ 2,397,025	\$ 1,237,010	\$ 3,647,209	\$ 2,391,425	\$ 1,255,784	\$ 13,173	\$ (5,600)	\$ 18,774	\$ 20,459,235	\$ 13,145,945	\$ 7,313,290	18%	18%	17%
Materials and Supplies	\$ 944,762	\$ 745,700	\$ 199,062	\$ 985,135	\$ 806,026	\$ 179,109	\$ 40,373	\$ 60,326	\$ (19,953)	\$ 5,338,844	\$ 4,296,981	\$ 1,041,863	18%	17%	19%
Salaries & Benefits	\$ 929,540	\$ 813,732	\$ 115,808	\$ 1,064,389	\$ 936,664	\$ 127,725	\$ 134,849	\$ 122,932	\$ 11,917	\$ 6,386,332	\$ 5,619,980	\$ 766,352	15%	14%	15%
Services	\$ 232,618	\$ 186,612	\$ 46,006	\$ 180,295	\$ 140,271	\$ 40,024	\$ (52,323)	\$ (46,341)	\$ (5,982)	\$ 1,230,818	\$ 899,350	\$ 331,468	19%	21%	14%
Other	\$ 70,173	\$ 59,699	\$ 10,474	\$ 83,333	\$ 73,468	\$ 9,865	\$ 13,160	\$ 13,769	\$ (609)	\$ 459,753	\$ 396,145	\$ 63,608	15%	15%	16%
Casualty and liability insurance	\$ 571,649	\$ 468,357	\$ 103,292	\$ 192,498	\$ 154,516	\$ 37,982	\$ (379,151)	\$ (313,841)	\$ (65,310)	\$ 1,154,991	\$ 927,097	\$ 227,894	49%	51%	45%
Utilities	\$ 45,739	\$ 38,048	\$ 7,691	\$ 39,171	\$ 33,987	\$ 5,184	\$ (6,568)	\$ (4,061)	\$ (2,507)	\$ 282,334	\$ 240,787	\$ 41,547	16%	16%	19%
Taxes	\$ 5,282	\$ 3,977	\$ 1,305	\$ 4,531	\$ 3,547	\$ 984	\$ (751)	\$ (430)	\$ (321)	\$ 19,878	\$ 15,397	\$ 4,481	27%	26%	29%
<i>Total Operating Expenses:</i>	<i>\$ 6,433,799</i>	<i>\$ 4,713,150</i>	<i>\$ 1,720,648</i>	<i>\$ 6,196,561</i>	<i>\$ 4,539,904</i>	<i>\$ 1,656,657</i>	<i>\$ (237,238)</i>	<i>\$ (173,246)</i>	<i>\$ (63,991)</i>	<i>\$ 35,332,185</i>	<i>\$ 25,541,682</i>	<i>\$ 9,790,503</i>	<i>18%</i>	<i>18%</i>	<i>18%</i>
EXCESS REV/(EXP)	\$ (4,804,740)	\$ (3,474,668)	\$ (1,330,071)	\$ 0	\$ 0	\$ -	\$ 4,804,740	\$ 3,474,668	\$ 1,330,071	\$ 0	\$ 0	\$ -			

Agenda Item #5b
Eastern Contra Costa Transit Authority
Board of Directors Meeting
September 27, 2023

Staff Report to ECCTA Board of Directors

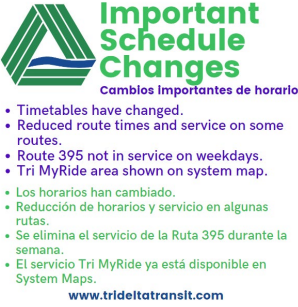

Meeting Date: September 27, 2023

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

Lead Staff: Leeann Loroño, Manager of Customer Service and Marketing

Approved: Rashidi Barnes, Chief Executive Officer

Tri Delta Transit strives to provide top notch service to our customers and the community, as well as communicate the pivotal role Tri Delta Transit plays. Here are some projects Marketing has been working on.

 <p>Important Schedule Changes Cambios Importantes de horario</p> <ul style="list-style-type: none"> • Timetables have changed. • Reduced route times and service on some routes. • Route 395 not in service on weekdays. • Tri MyRide area shown on system map. • Los horarios han cambiado. • Reducción de horarios y servicio en algunas rutas. • Se elimina el servicio de la Ruta 395 durante la semana. • El servicio Tri MyRide ya está disponible en System Maps. <p>www.trideltatransit.com</p>	<h3>September Marketing Campaign - Schedule Change</h3> <p>Tri Delta Transit changed our schedules to match BART effective Sunday, September 10th. Collateral was put on the bus, on social media, on the website and was handed out at events and to key locations in order to notify passengers. The schedule will be in effect until February 2023.</p>
 <p>Tri Delta Transit @TriDeltaTransit Sep 1</p> <p>Look at all the fun Labor Day weekend events that are BARTABLE (bartable.bart.gov)! Take Tri Delta Transit to connect to @SFBART and have fun. Plus, enter the monthlong Transit Month Ride Contest at ridecontest.com.</p> <p>Be safe and tag us at @TriDeltaTransit.</p> <p><i>September is Transit Month!</i> Bay Area Transit is celebrating Transit Month. Throughout September activities will be happening all over in honor of the role public transportation plays in the community, in economic development, and in cultural vibrancy.</p> <p>Check out all the events and contests!</p> <p>Post pictures and tag: @trideltatransit and @SFTRA and @SeemlessBayArea.</p>	<h3>September Transit Month</h3> <p>September is Transit Month – a month designated to highlight the role transit plays in our communities and in economic development. Tri Delta Transit celebrated by encouraging riders to take the shuttles to the Pittsburg Seafood and Music Festival. In addition, we promoted BART’s month long campaign and the special day to break ridership numbers, September 16th.</p>
<h3>Pass2Class Completed</h3>	



511 Contra Costa's (511CC) Pass2Class program was a big success again this year. 511CC issued approximately 2,100 passes to residents within the Tri Delta Transit service area. The program successfully helped increase the number of youth riding transit instead of being driven to school.

Ongoing Projects:

Tri Delta Transit @TriDeltaTransit
4 days ago

Ride the bus for TRANSIT MONTH. Take Route 388 to the Rivertown Peddlers Faire in Antioch, happening September 9th from 9am - 3pm! You'll find antiques, arts & crafts, jewelry & gifts, music, food, and so much more. Free admission!

If you post photos, tag us: @TriDeltaTransit

Sept. 9th, 2023 9am-3pm
G St. & 2nd St. Antioch CA

A Little Something for Everyone!

Have fun! #trideltatransit

Tri Delta Transit takes you places for TRANSIT MONTH and Hispanic Heritage Month!

Take Route 391 to Downtown Brentwood on Saturday, September 9th, for La Gran Fiesta - A Hispanic Heritage Event. The event brings awareness of what the Hispanic culture is through its food, music, dance, and history, all while giving small businesses more opportunities to market their services.

Authentic Hispanic Food
Special Live Performances by Grupo Mera and Grupo 1
Saturday, Sept. 9, 2023
1:00pm - 6:00pm
Brentwood City Park

Tri Delta Transit takes you places!

Through October, the City of Oakley is hosting Friday Night Bites at the Civic Center Plaza. The food trucks and the live music will be on site from 5 - 9 pm. Take Route 391 on October 6th for Maya Latin Roots.

Tri Delta Transit @TriDelt... • Just now
Tri Delta Transit takes you places:

Take Route 380, 381, 388 or 391 on Sat., Sept. 23rd to Supervisor Glover's UpliftED Youth Empowerment Conference, an event which will inspire & empower the youth community - taking place at @losmedanos College from 9AM - 4 PM.

@SupFGlover



Have fun! #trideltatransit



Transit Takes You Places

Tri Delta Transit takes you to the people, places and things that you love. We love our local food and music events! Plus, with all the Bay Area activities we promote our connectivity to BART.

If you have an event that a Tri Delta Transit route goes near or to, send it to comments@eccta.org, and we will let riders know.

Special Events:



Pittsburg Seafood & Music Festival

Tri Delta Transit once again was the official shuttle for the 39th Annual Pittsburg Seafood and Music Festival. After a long hiatus due to COVID, festival goers came out to enjoy entertainment, vendors and food.

Tri Delta Transit shuttled visitors from Pittsburg/Bay Point BART and Civic Center parking to the festival and back. Riders received a discount at the seafood island. Those riders that were asked said they enjoyed the ease of the shuttle.

Operators also participated at the booth and got to know their riders on a different level.

Fun for all.

SOCIAL MEDIA ANALYTICS

Following please find a brief summary of metrics for the Tri Delta Transit social media accounts.

MAIN ACCOUNTS	MONTHS		
Followers	JUNE 2023	JULY 2023	AUGUST 2023
Facebook	1.3K	1.3k	1.3k
Instagram	963	969	974
X (Twitter)	1,027	1,027	1,026
LinkedIn	355	367	391

NEW ALERT ACCOUNTS	MONTHS		
Followers	JUNE 2023	JULY 2023	AUGUST 2023
Facebook	32	35	37
Instagram	N/A	76	77
X (Twitter)	9	9	10

X (TWITTER)	MONTHS		
	JUNE 2023	JULY 2023	AUGUST 2023
Impressions	4,211	4,500	5,255
Engagement	42	42	5 new followers
Retweets	44	44	34
Likes - New	0	2	Not available

Please let us know if you have any questions or need further information about any of these materials.

TAB 2

Agenda Item #6
CEO's Report

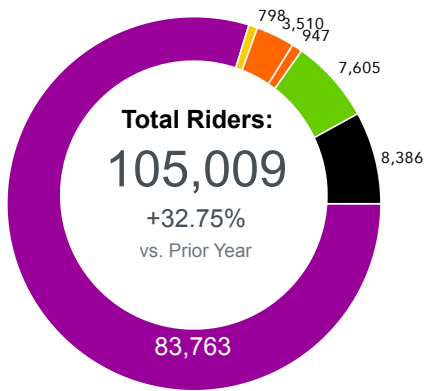
Board of Directors Meeting

Wednesday September 27, 2023

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

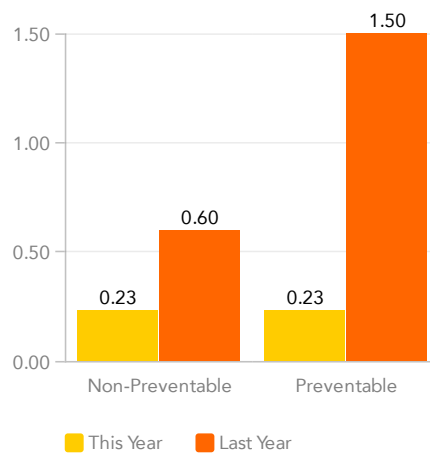
TRI DELTA TRANSIT Performance Summary

Ridership

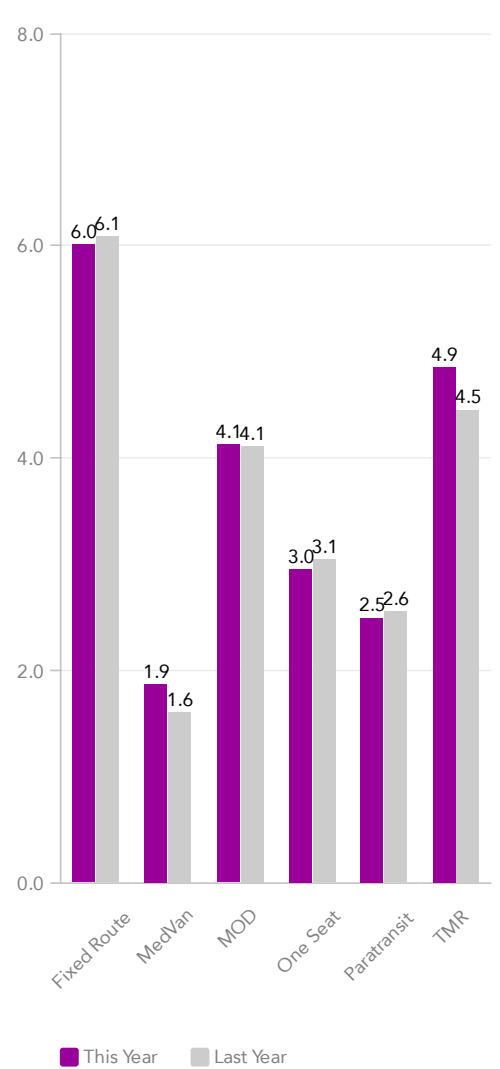


- Fixed Route
- MedVan
- MOD
- One Seat
- Paratransit
- TMR

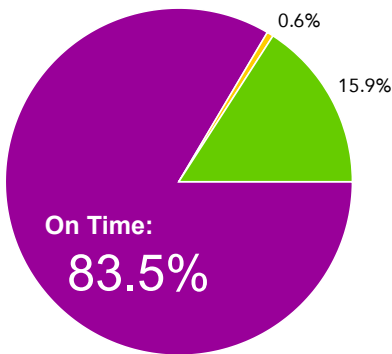
Accidents / 100K Miles



Passengers Per Revenue Hour

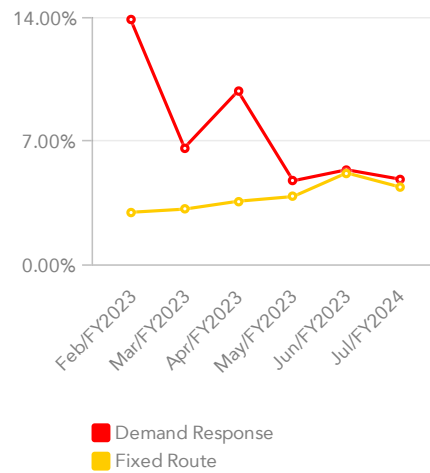


On Time Performance



- On Time
- Early
- Late

Cost Recovery Ratio

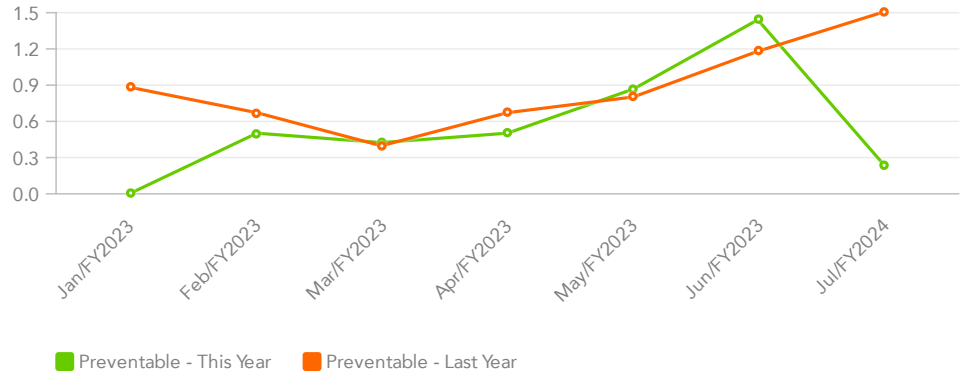


- Demand Response
- Fixed Route

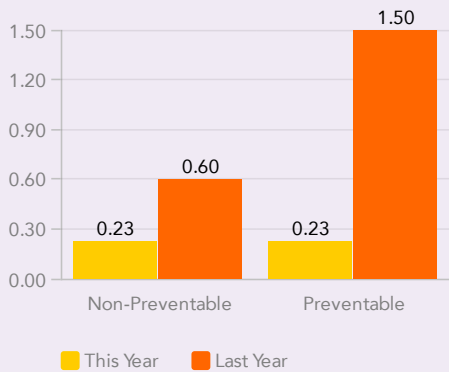
Preventable Accident Report

	Accidents	Per 100,000 Miles
Feb/FY2023	2	0.49
Mar/FY2023	4	0.42
Apr/FY2023	4	0.50
May/FY2023	3	0.86
Jun/FY2023	5	1.44
YTD 2023	5	1.50
YTD 2024	1	0.23
YTD Change	-4	-84.67%

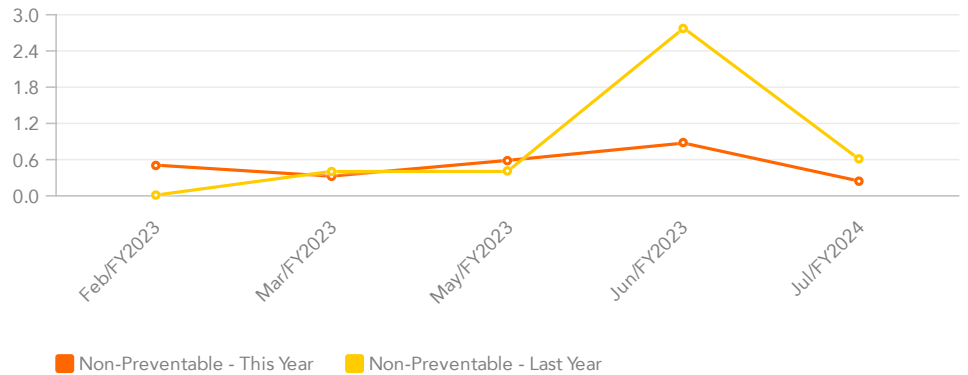
Preventable Accidents Per 100,000 Miles Last Six Months - System Wide



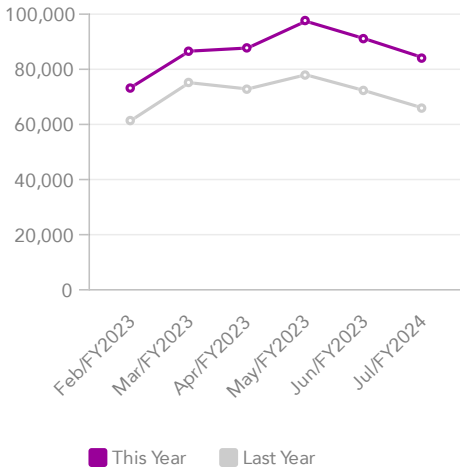
Year To Date - System Wide Accidents Per 100,000 Miles



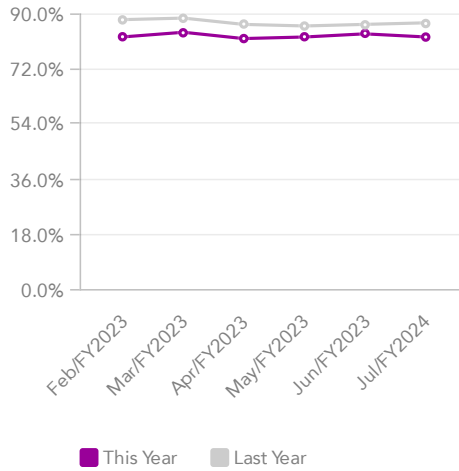
Non-Preventable Accidents Per 100,000 Miles Last Six Months - System Wide



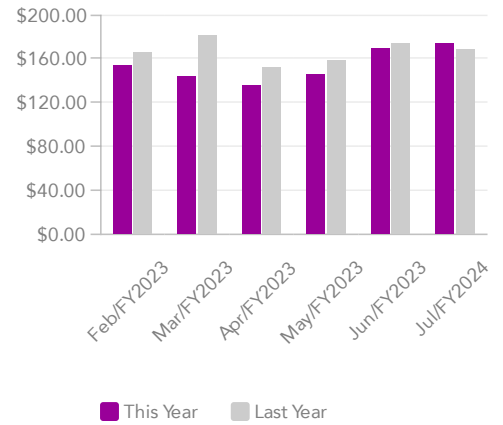
Total Ridership



On Time Performance



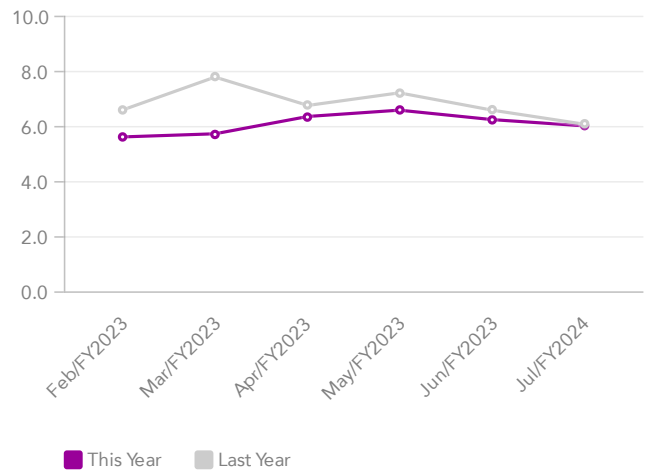
Operating Cost Per Revenue Hour



YTD Report - Fixed Route

	Metric	This Year	Prior Year	% Change
Customer Service	% of Trips On Time	82.26	86.68	-5.1%
	Average Miles Between Roadcalls	28,307.14	150,895.20	-81.2%
	Complaints Per 100k Riders	26.26	25.90	+1.4%
	Ridership Per Rev. Hour	6.01	6.08	-1.2%
Financial	Operating Costs Per Rev. Hour	173.42	169.00	+2.6%
Ridership	Ridership	83,763.00	65,631.00	+27.6%

Passengers Per Revenue Hour



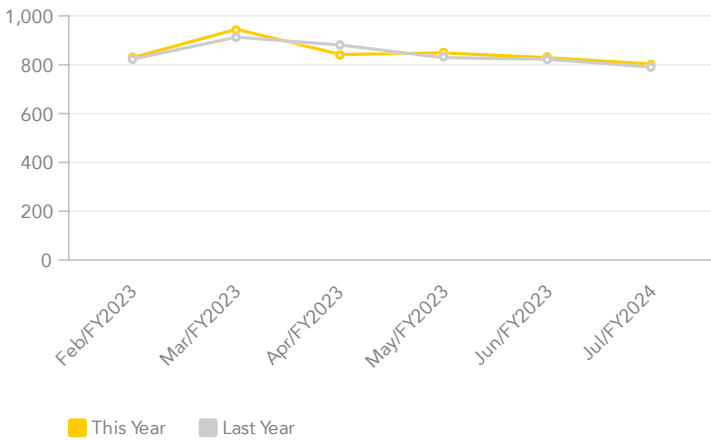
MedVan, Paratransit, and MOD Performance

YTD Report

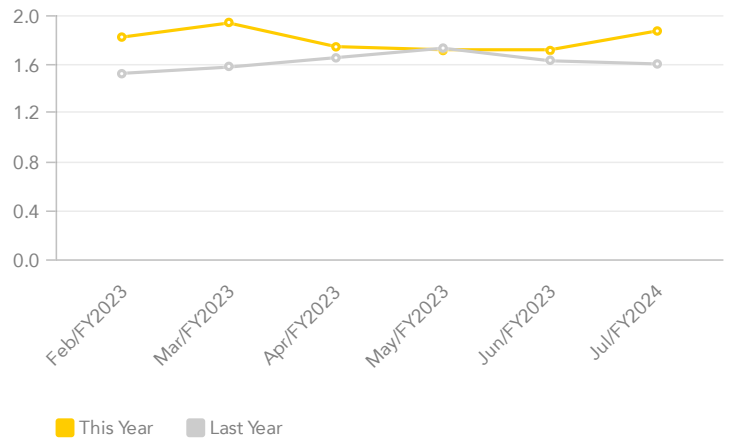
MedVan

	Metric	This Year	Prior Year	% Change
Customer	% of Trips On Time	95.66	93.56	+2.2%
Service	Complaints Per 100k Riders	0.00	127.06	-100.0%
	Ridership Per Rev. Hour	1.87	1.60	+16.9%
Financial	Operating Costs Per Rev. Hour	128.22	118.25	+8.4%
Ridership	Ridership	798.00	787.00	+1.4%

Total Ridership



Passengers Per Revenue Hour

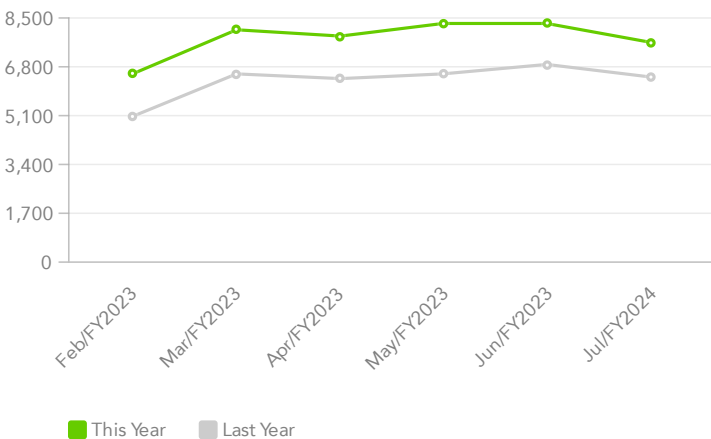


YTD Report

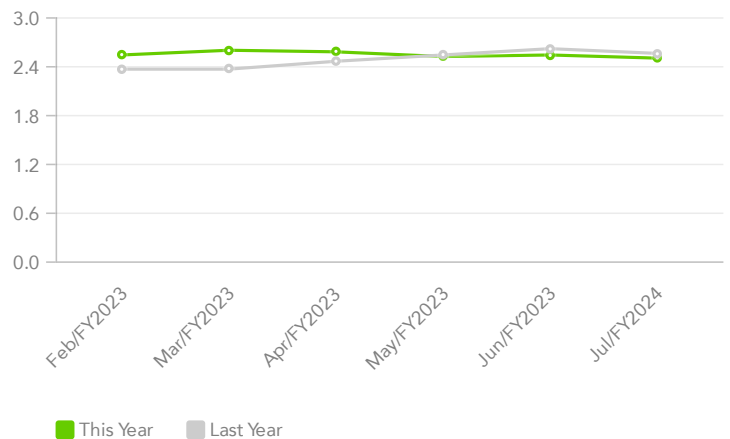
Paratransit

	Metric	This Year	Prior Year	% Change
Customer	% of Trips On Time	88.81	94.28	-5.8%
Service	Complaints Per 100k Riders	210.39	187.06	+12.5%
	Ridership Per Rev. Hour	2.50	2.55	-2.0%
Financial	Operating Costs Per Rev. Hour	139.20	135.05	+3.1%
Ridership	Ridership	7,605.00	6,415.00	+18.6%

Total Ridership



Passengers Per Revenue Hour

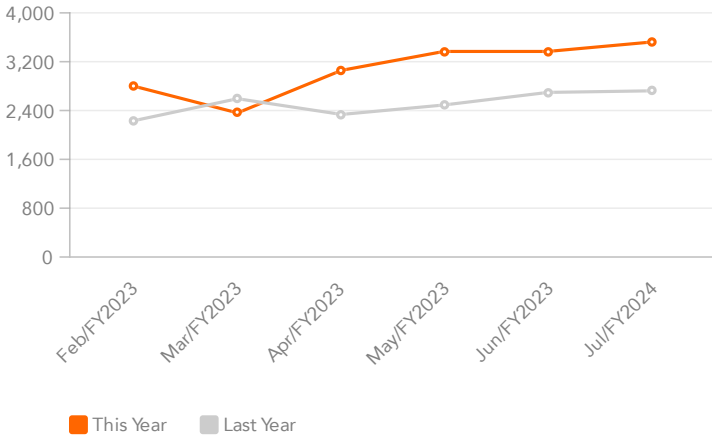


YTD Report

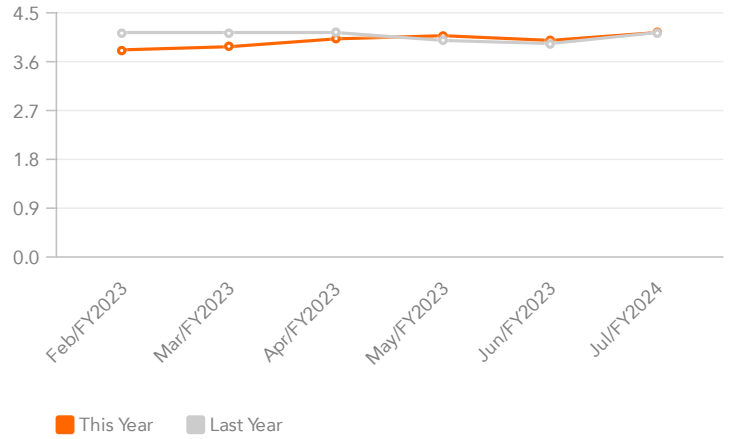
MOD

	Metric	This Year	Prior Year	% Change
Customer	Complaints Per 100k Riders	0.00	0.00	
Service	Ridership Per Rev. Hour	4.13	4.11	+0.5%
Financial	Operating Costs Per Rev. Hour	90.03	99.28	-9.3%
Ridership	Ridership	3,510.00	2,717.00	+29.2%

Total Ridership



Passengers Per Revenue Hour

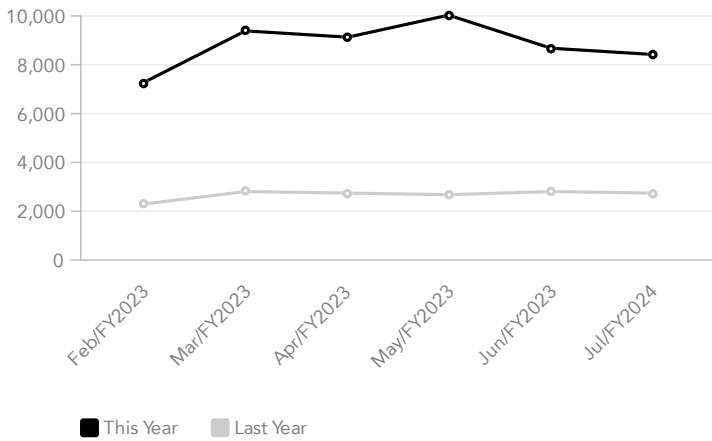


YTD Report

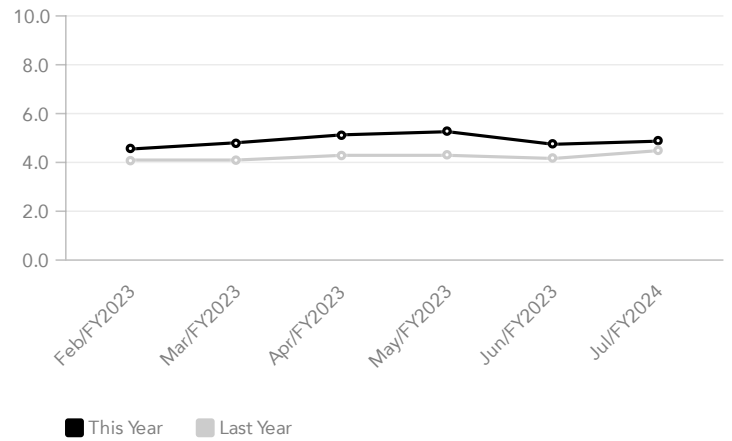
TMR

	Metric	This Year	Prior Year	% Change
Customer	Complaints Per 100k Riders	11.92	37.30	-68.0%
Service	Ridership Per Rev. Hour	4.86	4.46	+9.0%
Financial	Operating Costs Per Rev. Hour	126.03	115.36	+9.2%
Ridership	Ridership	8,386.00	2,681.00	+212.8%

Total Ridership



Passengers Per Revenue Hour



TAB 3

Agenda Item #7a

ACTION ITEM: Means-Based Fare Pilot Update

Board of Directors Meeting

Wednesday September 27, 2023

ECCTA Boardroom

801 Wilbur Avenue, Antioch, CA 94509

Staff Report to ECCTA Board of Directors

Meeting Date: August 23, 2023

Agenda Item: Means-Based Fare Pilot Program - Agenda Item #7a

Lead Staff: DeAnna Perry, Manager of Accessible Services

Approved: Rashidi Barnes, Chief Executive Officer



Background

The Contra Costa Transportation Authority (CCTA) approved the commencement of a Means-Based Fare Pilot Program in January 2023. A “Means-Based Fare Subsidy” strategy was included in the Accessible Transportation Strategic Plan (ATSP) as a priority with Measure X funding. The Means-Based Fare Pilot Program will benefit people with disabilities who are currently registered with ECCTA’s ADA Paratransit that meet the Housing and Urban Development (HUD) extremely low-income criteria.

The pilot program was managed by CCTA and ECCTA, with the Contra Costa Crisis Center receiving program inquiries and validating program eligibility based on low-income criteria. Eligible participants received \$22 (8 one-way trips) of tickets per month to use for local ECCTA Paratransit trips.

ECCTA provided CCTA and the Contra Costa Crisis Center with ADA Paratransit eligible passengers for initial mailing and continued to market the program through additional marketing efforts.

At the August 17, 2023 ATSP Task Force (TF) Working Group meeting, staff presented the Pilot progress report and the proposal to expand to a countywide program.

ATSP TF members, Contra Costa County staff, and other stakeholders encouraged staff to expand the program countywide. Staff is proposing to continue the Pilot as part of a countywide fare subsidy program.

Discussion

Based on the lessons learned and input from ECCTA staff, the TF, Contra Costa County staff, and other stakeholders, if the program is to be continued countywide ECCTA has offered to provide all implementation and operating functions for the East County portion of the program moving forward, including:

- Providing a single point of contact for customers to learn about and apply for the program, with all communications done through ECCTA. This will eliminate customer confusion, the need for coordination and file sharing with a contractor, and increase onboarding of future customers.
- Processing income eligibility verification through ECCTA, which will provide the opportunity for staff to complete income verification at the same time as ADA eligibility for new customers, thus, streamlining the process.
- Promoting and communicating with the current ADA paratransit passengers and potential passengers on the Program elements including its transit vehicles, website, social media platform and in-person events.

Financial Impact

CCTA will subsidize ECCTA for 12 months for the agreed-upon administration costs of up to \$194,600 in Contra Costa County Measure X funds for the cost of implementing the Means Based Fare Program in its service area, including staff costs, Paratransit tickets, and postage/materials costs.

Requested Action

Approval to proceed with the Countywide Means-Based Fare Program and enter into a 12-month agreement with CCTA to cover the ongoing operation cost of the Means-Based Fare Program in the ECCTA Service Area.

RESOLUTION 23-36-G

RE: ALLOCATION OF CONTRA COSTA COUNTY MEASURE X FUNDS TO EASTERN CONTRA COSTA TRANSIT AUTHORITY (ECCTA) FOR THE EAST COUNTY MEANS-BASED FARE PROGRAM

WHEREAS, a “Means-Based Fare Subsidy” strategy was included as a “short-term” initiative in the Implementation Plan section of the Accessible Transportation Strategic Plan (ATSP); and

WHEREAS, the Contra Costa Transportation Authority (Authority) entered into a Memorandum of Understanding (Agreement No. 623) with Contra Costa County for the allocation of County Measure X funds in the amount of \$1,400,000 to the Authority for the purpose of implementing programs and projects identified in the ATSP; and

WHEREAS, a six-month East County Means-Based Fare Program Pilot (Pilot) was implemented starting in April 2023 funded by the Contra Costa County Measure X funding; and

WHEREAS, the Pilot has operated successfully, and staff have received requests to implement a countywide program for eligible passengers in other service areas; and

WHEREAS, ECCTA (also referred to as Tri Delta Transit) has agreed to provide all implementation and operating functions for the East County Means-Based Fare Program; and

WHEREAS, the Authority previously entered into Cooperative Agreement No. 60.00.05 with ECCTA to allow for the distribution of funds from the Authority to ECCTA.

NOW THEREFORE BE IT RESOLVED the Authority Board hereby:

- 1) Approves the allocation in an amount not-to-exceed \$194,600 in Measure X funds in Fiscal Year 2023-24 to ECCTA; and pursuant to the roles and responsibilities, standard operating procedures, and conditions set forth in Attachment A of this resolution, which is incorporated herein as though set forth at length.
- 2) Authorizes the disbursement of funds to ECCTA in accordance with the provisions of Cooperative Agreement No. 60.00.05.
- 3) Confirms that this appropriation shall expire three years from the date of this resolution.

BE IT FURTHER RESOLVED that the Authority would make payments to ECCTA based on invoices prepared per the Reimbursement Method described in Attachment A of this resolution.

This Resolution was entered into at a special meeting of the Contra Costa Transportation Authority Board held September 13, 2023, in Walnut Creek, California by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Federal Glover, Chair

Attest:

Tarienne Grover, Clerk of the Board

Attachment: "A" – Program Responsibilities and Operating Procedures

ATTACHMENT A

**CONTRA COSTA TRANSPORTATION AUTHORITY
RESOLUTION 23-36-G**

Date: September 13, 2023

Amount of Funds: \$194,600

Program Category: Not applicable

Appropriated to: Eastern Contra Costa Transit Authority (ECCTA)

Specific Project: East County Means-Based Fare Program (Program)

Appropriated For: Program

Other Conditions: Program Responsibilities and Operating Procedures

Attachment A (cont'd.)

Roles and Responsibilities

- Authority:
 - Provide Program oversight
 - Provide funding to reimburse ECCTA for the following:
 - Staff time to administer the Program including fielding inquiries, verifying eligibility, and mailing tickets
 - Cost of Americans with Disabilities Act of 1990 (ADA) paratransit tickets
 - Misc. costs, including postage, printing and supplies
 - Manage regular check-in meetings with project partners.
 - Determine and communicate data request and reporting needs
 - Create and provide Program materials

- ECCTA:
 - Administer Program
 - Distribute printed and digital Program materials to customers, such as direct phone messages, direct mailing, digital media, and flyers on vehicles.
 - Receive and respond to Program applications and inquiries
 - Validate ADA paratransit eligibility of participants
 - Validate income eligibility of Program participants
 - Distribute ticket books to eligible participants per the established ECCTA procedure
 - Maintain data records and create reports
 - Participate in meetings and check-ins

Attachment A (cont'd.)

Standard Operating Procedure (SOP)

1. ECCTA will field participant inquiries via phone and other venues and confirm that potential participant is an eligible ADA paratransit rider.
2. If a participant is ADA eligible, ECCTA will verify that the participant meets the income qualifications by requesting documentation of participation in a qualifying program or income at or below the qualifying level.
3. Once verified, proof of income eligibility will be destroyed. If income verification is not received, no other steps will be applied.
4. ECCTA will mail eligible participants paratransit tickets per its established procedure. All eligible participants shall receive ten (10) tickets per month, as long as they meet both the ADA eligibility and the income eligibility.
5. ECCTA will re-verify each participant's income eligibility after one year in the Program and each year following.
6. Application: Onboarding of participants will be done via phone with income documentation provided by text, email, or traditional mail.
7. Lost tickets: The ECCTA procedure will be followed.
8. Reporting: On a monthly basis, ECCTA will prepare reports and provide them to the Authority. The reports shall include all relevant Program data points, such as number of eligible participants enrolled, number of tickets mailed, participant address by zip code, number of unique inquiries, income verification documentation used, reasons for rejection, etc.
9. User surveys: ECCTA will assist the Authority in conducting user surveys to gather additional information.
10. Updates to the SOP: ECCTA will provide recommendations to update and refine the SOP as needed.

Project Budget and Reimbursement Method

Labor: up to \$75,000	Reimburse actual cost
Tickets: up to \$112,200	Reimburse actual cost (est. \$27.50 x 12 months x 340 participants)
Outreach & Marketing: \$5,000	Lump sum
Misc. expenses: \$2,400	Lump sum (\$200/month)
Total: \$194,600	

TAB 4

Agenda Item #7b

ACTION ITEM: Website RFP Award

Board of Directors Meeting

Wednesday September 27, 2023

ECCTA Boardroom

801 Wilbur Avenue, Antioch, CA 94509

Staff Report to ECCTA Board of Directors

Meeting Date: September 27, 2023

Agenda Item: Website Design, Development and Maintenance- Agenda Item #7b

Lead Staff: Joe Chappelle, Manager of Administrative Services

Approved: Rashidi Barnes, Chief Executive Officer



Background

Since 2011, Tri Delta Transit's main website has been hosted by GoDaddy and, since 2019, it has hosted Tri Delta Transit's Tri MyRide website. In April of last year, GoDaddy experienced a two-day server outage that brought down our main website (www.trideltatransit.com). As our websites are a vital resource for our passengers, community, and stakeholders, maintaining a modern and fully functional company website is key to the dissemination of information and brand recognition. A formal contract, established through a formal solicitation process, would provide a level of contractual stability and responsibility that will ensure customers continue to have access to our vital resources.

On May 8, 2023, RFP #2023-03 was published for a three-year contract, with three one-year options, for the development, design, implementation, and maintenance of our websites. The RFP consists of three phases: the development phase, the continuous hosting phase, and the ongoing, as-needed maintenance phase. ECCTA received six responsive proposals from:

- Exemplifi, LLC
- Infojini, Inc.
- Planeteria Media
- RightIT Solutions, LLC
- Station Four
- Neumeric Technologies Corporation

An internal review team from ECCTA evaluated and scored the responsive proposals, with three proposers being selected for interviews. The interviews were held on August 8, 2023, and August 9, 2023. ECCTA announced its intent to award Planeteria Media as the highest-ranked proposer that offered ECCTA the highest quality service for the best value possible. After the award a protest was received on August 10, 2023, the protest was investigated and denied.

Discussion

None.

Financial Impact

Development cost: \$85,150 one-time cost

Hosting cost: \$3,000 per year for three years

Maintenance cost: \$4,200 per year for three years

Requested Action

Adopt Resolution #230927B authorizing the CEO to enter into a contract for the development, design, implementation, and maintenance of ECCTA's websites with Planeteria Media for \$106,750 over the course of the three-year contract.



TRI DELTA TRANSIT

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

RESOLUTION #230927B

Authorization for Award of Contract for Website Development, Design, Implementation and Maintenance

Resolution #230927B authorizes the CEO to enter into a three-year contract, with three one-year options, for the development, design, implementation and maintenance of ECCTA’s websites.

WHEREAS, Eastern Contra Costa Transit Authority (ECCTA) has its websites currently hosted by GoDaddy; and

WHEREAS, the current website has had various technical issues and is not flexible enough to meet the needs of ECCTA, its riders, staff and the public; and

WHEREAS, RFP #2023-03 was published and advertised by ECCTA on May 8, 2023; and

WHEREAS, Planeteria is the recommendation of ECCTA, having offered the highest quality service at the best value possible;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Eastern Contra Costa Transit Authority to adopt Resolution #230927B authorizing the CEO to enter into a contract for the development, design, implementation and maintenance of ECCTA’s websites with Planeteria Media for \$106,750 over the course of the three-year contract.

PASSED AND ADOPTED THIS 27th day of September 2023, by the following votes:

EASTERN CONTRA COSTA TRANSIT AUTHORITY

Lamar Thorpe, Chair

Rashidi Barnes, Chief Executive Officer

AYES: _____
NOES: _____
ABSENT: _____
ABSTENTIONS: _____

TAB 5

Agenda Item #7c

ACTION ITEM: Code of Conduct Policy

Board of Directors Meeting

Wednesday September 27, 2023

ECCTA Boardroom


801 Wilbur Avenue, Antioch, CA 94509

Staff Report to ECCTA Board of Directors

Meeting Date: September 27, 2023

Agenda Item: Code of Conduct Policy- Agenda Item #7c

Lead Staff: Tania Babcock, Compliance Manager

Approved: Rashidi Barnes, Chief Executive Officer 

Background

ECCTA currently has a Board adopted policy from June 24, 2020, for “Rules and Procedures for Handling Problem Passengers” that defines a limited number of unacceptable behaviors or actions that allow the CEO to either temporarily or permanently suspend a passenger from using ECCTA’s services.

Discussion

ECCTA has reviewed what other transit agencies are implementing and most agencies have established a Code of Conduct Policy informing riders and citizens what rules they are expected to follow while riding on any of the agency’s services or while on any agency-owned property or facilities, what actions/behaviors are prohibited, and consequences of the actions/behaviors that are prohibited.

There are occasions when customer behavior seriously disrupts or endangers the health and safety of ECCTA employees and members of the public who use ECCTA services. When this occurs, it may be necessary to deny ECCTA services and/or access to ECCTA facilities.

ECCTA is committed to providing quality and non-discriminatory public transportation. Nothing in ECCTA’s policy shall be applied in a manner that discriminates against individuals with disabilities and individuals with disabilities may request reasonable accommodation to the policy.

ECCTA would like to enhance the previously adopted policy and has developed a Code of Conduct Policy that if approved, will replace the previously adopted policy. The Code of Conduct Policy is enacted pursuant to the authority granted to ECCTA by the California Penal Code Section 640.

The Code of Conduct Policy has been designed as a brochure for distribution and increased awareness. The policy will be placed on the website, in the administration lobby, on vehicles as space allows, and distributed at outreach events to increase awareness of the Code of Conduct Policy and the consequences for violation of its provisions.

The Code of Conduct Policy was reviewed by ECCTA's Safety Committee which is comprised of front-line staff, including bus operators and mechanics, as well as management. The Safety Committee was very supportive of the Code of Conduct Policy. Proper passenger behavior on ECCTA property is essential for providing quality service to the members of our community and for increased safety for all transit riders and ECCTA employees. ECCTA's attorney also reviewed the Code of Conduct Policy.

Financial Impact

Minimal cost to the agency to print the Code of Conduct Policy brochure to distribute on vehicles, in the lobby, and at outreach events.

Requested Action

Approve Resolution #230927C authorizing ECCTA's Code of Conduct Policy to replace the "Rules and Procedures for Handling Problem Passengers" that was previously adopted on 6/24/2020.

Attachments

1. ECCTA's Rules and Procedures for Handling Problem Passengers adopted 6/24/2020
2. ECCTA's Code of Conduct Policy
3. ECCTA's Code of Conduct Policy brochure
4. California Penal Code Section 640
5. Resolution #230927C



TRI DELTA TRANSIT

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

Eastern Contra Costa Transit Authority Rules and Procedures for Handling Problem Passengers

Adopted 6/24/2020

All individuals using the transportation services furnished by the Eastern Contra Costa Transit Authority (ECCTA) are expected to conduct themselves courteously and safely. ECCTA service may be suspended either temporarily or permanently if a passenger:

- physically or verbally threatens another passenger or an employee or agent of ECCTA,
- physically or verbally abuses another passenger or an employee or agent of ECCTA,
- engages in any conduct or activity that is hazardous to him/herself or to any other person on a bus or at a bus stop, and/or
- damages or destroys any property of ECCTA.

If an individual is involved in any activity of the type described above, that individual is subject to the following action:

The operator of any ECCTA vehicle shall radio the dispatch office to report a passenger's unacceptable behavior or actions. The dispatcher will take the appropriate action which could include:

1. Summon police assistance and dispatch a road supervisor
The decision of the police officer regarding the passenger is final.
2. Dispatch a road supervisor
A road supervisor may remove a passenger from a bus. If this action is taken, the supervisor will deliver the passenger to location where there is shelter and a telephone available.

In all cases, an incident report must be submitted to the Chief Executive Officer of ECCTA within 24 hours of the occurrence, including incidents that occur on weekends or holidays. The Chief Executive Officer or a designee can immediately ban the individual from using ECCTA's services. If the Chief Executive Officer determines that banning a passenger from using ECCTA's services is appropriate she/he will report the action at the next regularly scheduled Board of Directors meeting.



AGENCY POLICY

The following policy has been reviewed and approved by the Eastern Contra Costa Transit Authority (Tri Delta Transit) Board of Directors.

POLICY NAME:	Code of Conduct
DEPARTMENT:	Safety
DATE APPROVED:	9/27/2023
DATE REVISED:	

THE POLICY IS AS FOLLOWS:

Code of Conduct Policy for Eastern Contra Costa Transit Authority

Eastern Contra Costa Transit Authority (ECCTA), also known as Tri Delta Transit, is committed to providing quality and non-discriminatory public transportation. There are occasions, however, when customer behavior seriously disrupts or endangers the health and safety of our employees and members of the public who use our services. When this occurs, it may be necessary to deny ECCTA services and/or access to ECCTA facilities to those customers in accordance with the criteria and procedures specified in this policy.

The rules contained herein are intended to regulate the conduct occurring on ECCTA vehicles, within or upon ECCTA facilities and properties, and in connection with ECCTA's provision of public transportation services.

The policy is enacted pursuant to the authority granted to ECCTA by the California Penal Code Section 640.

This policy applies to any member of the public utilizing ECCTA's public transportation services or ECCTA property or facilities.

Nothing in this policy shall be applied in a manner that discriminates against individuals with disabilities. People with disabilities, as defined by law, may request reasonable accommodation to the Code of Conduct by contacting the Chief Operating Officer (COO) at ECCTA's Administration offices, located at 801 Wilbur Avenue, Antioch, CA by calling 925-754-6622.



Procedures for Suspension /Exclusion

A person who violates this policy is subject to a notice of violation and imposition of any and all remedies, fines, criminal sanctions, damages, and penalties available by law. Enforcement of any provisions of this policy involving the payment of any fees, penalties, other administrative amounts, or community service, based on California Penal Code section 640 (b) and (c), shall be pursuant to the authority and according to the procedures herein.

Administrative action:

Staff will review all reports by bus operators or passengers relating to complaints of conduct or behavior in violation of this code.

Upon such review, the agency in its sole discretion may:

- Suspend future riding privileges for a definite or indefinite period (refer to “Suspension of Service” below).
- Notify, appropriate law enforcement agency(s) and pursue arrest and criminal prosecution of the offending customer.
- Pursue any other appropriate legal or administrative remedy.
- Contact appropriate school authorities where applicable.
- Issue a warning letter or notification.
- Determine that no further action is required.

Suspension of Service:

The agency reserves the right to suspend service to individuals who violate any of the policies and/or rules contained herein. Penalties may be increased if the infraction is deemed to be of a criminal nature and under investigation and/or action by the police and/or court jurisdiction. The CEO shall be authorized to make a decision for suspension of service, which shall be final, subject to the individual’s right to appeal.

Dangerous Conduct: Presenting a Serious Threat to Public Safety:

In the case of conduct which is determined by the agency to present a clear and immediate threat to the safety of customers or ECCTA employees, and/or which has resulted in injury to the violator or to customers and/or ECCTA employees, ECCTA may immediately and/or permanently suspend transit services subject to the individual’s right to appeal.



First Offense:

The first violation of this code may result in suspension of transit services for a period of no longer than one week.

Second Offense:

The second violation of this code within 12 months of the first offense may result in a suspension of transit services for a period no longer than one month.

Third Offense:

The third violation of this code within 24 months of the second offense may result in a suspension of transit services for a period no longer than one year.

Due process- appeal of suspension action:

Users of the agency's services may appeal a suspension of service decision within 30 days of the suspension notice either in writing to the CEO at 801 Wilbur Avenue, Antioch, CA 94509 or by emailing CEO@trideltatransit.org

Remedy not exclusive:

The agency's adoption and enforcement of this code is not an exclusive remedy for conduct affecting ECCTA and does not limit ECCTA's ability to resort to any other judicial or administrative remedy and/or penalty available under applicable local, state or federal law.

Onboard Buses/Vehicles

- Customers must board the bus at a designated bus stop. For safety, the bus will not stop after it pulls away from the curb.
- Pay the proper fare with cash or accepted fare media upon boarding the bus. To receive a reduced fare, a customer is required to show eligibility for the reduced fare.
- Animals are not permitted in ECCTA facilities or vehicles, unless the animal is: 1) in a secure animal carrier, (2) a certified police dog accompanied by a peace officer, or (3) service animal, as defined by the Americans with Disabilities Act (ADA). While riding in a vehicle, the service animal is required to sit, stand or lay on the floor of the vehicle and may not block the aisle. Service animals must be under the control of the handler at all times. If the animal misbehaves, the customer will be asked to remove the animal from the vehicle. If there are multiple occurrences of misbehavior, the animal's riding



privileges may be revoked. Examples of misbehavior include unprovoked growling or attacking a customer, the driver, or other service animal, or excessive barking.

- Priority seating is labeled and available at the front of the bus for senior and disabled customers. Please yield priority seats to senior and disabled customers.
- Keep the aisle clear of carts and strollers or use the designated stroller area.
- Sealed food and drink are permitted on ECCTA vehicles, but eating and drinking onboard a vehicle is prohibited.
- Drinking or carrying alcohol in an open container is prohibited.
- The use of portable audio equipment without earphones is not allowed.
- All customers must exit the bus at the end of the line.

ECCTA Property

- Loitering, camping, laying down or sleeping in or on ECCTA property, vehicles, bus stops, or bus shelters is prohibited.
- Bicycles, skates, skateboards, kick scooters and other wheeled devices, except wheelchairs and mobility aid devices, may not be ridden on vehicles.
- Interfering or tampering with mobile data computers, fare boxes, security equipment or any other equipment on ECCTA property or vehicles is prohibited.
- Intentionally damaging, obstructing or impeding the flow of transit vehicles, passenger traffic, hindering or preventing access to transit vehicles or stations, or unlawfully interfering with the provision or use of public transportation services is prohibited.
- Commercial activity is prohibited on ECCTA property and vehicles, unless permitted and authorized by ECCTA.
- No person, other than an ECCTA employee, shall post flyers, pamphlets, posters, or any other materials on ECCTA property, vehicles, bus stops, or bus shelters.

Prohibited Disorderly Conduct

- Intentional fare evasion, payment of incorrect fare, or misuse of tickets.
- Verbal, threatening, violent, or physical abuse or assault of an ECCTA employee or customer.

- Behavior that presents a danger to the health, safety or welfare of an ECCTA employee or customer. Such behavior includes conduct which is violent, seriously disruptive or illegal as defined by the California Penal Code.
- Harassing or abusing an ECCTA employee or customer because of race, national origin, sexual orientation, or other protected classification as outlined by federal and state statute.
- Sexually harassing an ECCTA employee or customer.
- Defacing, destroying, tampering, removing or otherwise damaging ECCTA property, vehicles, bus stops, or bus shelters. Such acts will be prosecuted to the full extent of the law.
- Smoking or carrying a lighted or smoldering pipe, cigar, cigarette, electronic cigarette, vaping device or using tobacco, cannabis on ECCTA property or vehicles.
- Possession of alcohol, controlled or hazardous substances, guns, knives or devices that are weapons or appear to be capable of being used as a weapon. This provision does not apply to law enforcement.
- Carrying flammable liquids, explosives, acid, battery or other article or material likely to cause harm to others.
- Urinating, defecating, vomiting, spitting, or inappropriately discharging of bodily fluids on transit property.
- Disruptive conduct of customers who are temporarily unable to care for themselves due to illness or intoxication, which interferes with the safe and smooth operation of the vehicle.
- Intentionally disturbing others by engaging in loud, boisterous, raucous, unruly, or harassing behavior that is harmful and intimidating to others.
- Blocking an aisle, door, or stairway with one's body or object, in a way that poses a danger, unreasonably impedes a customer's movement, or displaces a customer.
- Failing to maintain acceptable standards of personal hygiene, which could expose an ECCTA employee or customer to health and safety risks.
- Engaging in or soliciting another person to engage in prostitution or other illicit activity.

We ask for all customers to follow the Code of Conduct Policy

Eastern Contra Costa Transit Authority (ECCTA), also known as Tri Delta Transit, is committed to providing quality and non-discriminatory public transportation. There are occasions, however, when customer behavior seriously disrupts or endangers the health and safety of our employees and members of the public who use our services. When this occurs, it may be necessary to deny ECCTA services and/or access to ECCTA facilities to those customers in accordance with the criteria and procedures specified in this policy.

The rules contained herein are intended to regulate the conduct occurring on ECCTA vehicles, within or upon ECCTA facilities and properties, and in connection with ECCTA's provision of public transportation services.

The policy is enacted pursuant to the authority granted to ECCTA by the California Penal Code Section 640.

This policy applies to any member of the public utilizing ECCTA's public transportation services or ECCTA property or facilities.

Nothing in this policy shall be applied in a manner that discriminates against individuals with disabilities. Individuals with disabilities, as defined by law, may request reasonable accommodation to the Code of Conduct by contacting the Chief Operating Officer (COO) at ECCTA's Administration office, located at 801 Wilbur Avenue, Antioch, CA by calling 925-754-6622.

Route Information
(925) 754-4040

Tri MyRide
(925) 470-4997

Paratransit Scheduling
(925) 754-3060

Administration Office
801 Wilbur Avenue
Antioch, CA 94509
(925) 754-6622
Mon-Thurs 7am-6pm
Fri 8am-5pm

TriDeltaTransit.com



PROCEDURES FOR SUSPENSION / EXCLUSION

A person who violates this policy is subject to a notice of violation and imposition of any and all remedies, fines, criminal sanctions, damages, and penalties available by law. Enforcement of any provisions of this policy involving the payment of any fees, penalties, other administrative amounts, or community service, based on California Penal Code section 640 (b) and (c), shall be pursuant to the authority and according to the procedures herein.

Administrative action:

Staff will review all reports by bus operators or passengers relating to complaints of conduct or behavior in violation of this code. Upon such review, the agency in its sole discretion may:

- Suspend future riding privileges for a definite or indefinite period (refer to "Suspension of Service" below).
- Notify, appropriate law enforcement agency(s) and pursue arrest and criminal prosecution of the offending customer.
- Pursue any other appropriate legal or administrative remedy.
- Contact appropriate school authorities where applicable.
- Issue a warning letter or notification.
- Determine that no further action is required.

Suspension of Service:

ECCTA reserves the right to suspend service to individuals who violate any of the policies and/or rules contained herein. Penalties may be increased if the infraction is deemed to be of a criminal nature and under investigation and/or action by the police and/or court jurisdiction. The CEO shall be authorized to make a decision for suspension of service, which shall be final, subject to the individual's right to appeal.

Dangerous Conduct: Presenting a Serious Threat to Public Safety:

In the case of conduct which is determined by ECCTA to present a clear and immediate threat to the safety of customers or ECCTA employees, and/or which has resulted in injury to the violator or to customers and/or ECCTA employees, ECCTA may immediately and/or permanently suspend transit services subject to the individual's right to appeal.

- **First Offense:** The first violation of this code may result in suspension of transit services for a period of no longer than one week.
- **Second Offense:** The second violation of this code within 12 months of the first offense may result in a suspension of transit services for a period no longer than one month.
- **Third Offense:** The third violation of this code within 24 months of the second offense may result in a suspension of transit services for a period no longer than one year.

Due process- appeal of suspension action:

Users of the agency's services may appeal a suspension of service decision within 30 days of the suspension notice either in writing to the CEO at 801 Wilbur Avenue, Antioch, CA 94509 or by emailing CEO@trideltatransit.org.

Remedy not exclusive:

ECCTA's adoption and enforcement of this code is not an exclusive remedy for conduct affecting ECCTA and does not limit ECCTA's ability to resort to any other judicial or administrative remedy and/or penalty available under applicable local, state or federal law.



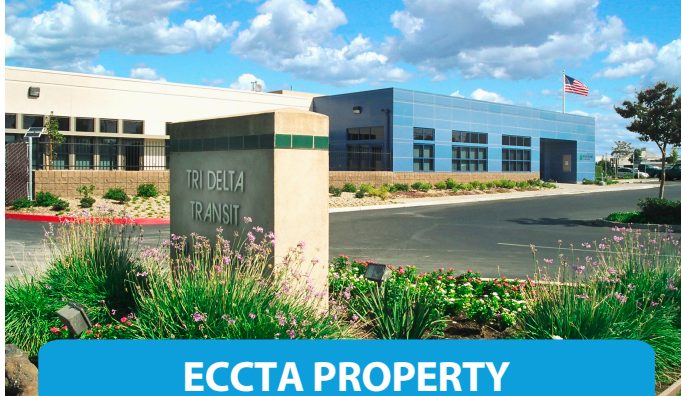
CODE OF CONDUCT POLICY

for
Eastern Contra Costa
Transit Authority
(Tri Delta Transit)



ONBOARD BUSES/VEHICLES

- Customers must board the bus at a designated bus stop. For safety, the bus will not stop after it pulls away from the curb.
- Pay the proper fare with cash or accepted fare media upon boarding the bus. To receive a reduced fare, a customer is required to show eligibility for the reduced fare.
- Animals are not permitted in ECCTA facilities or vehicles, unless the animal is: 1) in a secure animal carrier, (2) a certified police dog accompanied by a peace officer, or (3) service animal, as defined by the Americans with Disabilities Act (ADA). While riding in a vehicle, the service animal is required to sit, stand or lay on the floor of the vehicle and may not block the aisle. Service animals must be under the control of the handler at all times. If the animal misbehaves, the customer will be asked to remove the animal from the vehicle. If there are multiple occurrences of misbehavior, the animal's riding privileges may be revoked. Examples of misbehavior include unprovoked growling or attacking a customer, the driver, or other service animal, or excessive barking.
- Priority seating is labeled and available at the front of the bus for senior and disabled customers. Please yield priority seats to senior and disabled customers.
- Keep the aisle clear of carts and strollers or use the designated stroller area.
- Sealed food and drink are permitted on ECCTA vehicles, but eating and drinking onboard a vehicle is prohibited.
- Drinking or carrying alcohol in an open container is prohibited.
- The use of portable audio equipment without earphones is not allowed.
- All customers must exit the bus at the end of the line.



ECCTA PROPERTY

- Loitering, camping, laying down or sleeping in or on ECCTA property, vehicles, bus stops, or bus shelters is prohibited.
- Bicycles, skates, skateboards, kick scooters and other wheeled devices, except wheelchairs and mobility aid devices, may not be ridden on vehicles.
- Interfering or tampering with mobile data computers, fare boxes, security equipment or any other equipment on ECCTA property or vehicles is prohibited.
- Intentionally damaging, obstructing or impeding the flow of transit vehicles, passenger traffic, hindering or preventing access to transit vehicles or stations, or unlawfully interfering with the provision or use of public transportation services is prohibited.
- Commercial activity is prohibited on ECCTA property and vehicles, unless permitted and authorized by ECCTA.
- No person, other than an ECCTA employee, shall post flyers, pamphlets, posters, or any other materials on ECCTA property, vehicles, bus stops, or bus shelters.

If information is needed in another language, please contact 1-925-754-6622.

Si necesita información en otro idioma, contacte al 1-925-754-6622.

如果需要其他語言的信息，請聯繫 1-925-754-6622.

Kung kailangan ng impormasyon sa ibang wika, mangyaring makipag-ugnayan sa 1-925-754-6622.

Nếu cần thông tin bằng ngôn ngữ khác, vui lòng liên hệ 1-925-754-6622.



PROHIBITED DISORDERLY CONDUCT

- Intentional fare evasion, payment of incorrect fare, or misuse of tickets.
- Verbal, threatening, violent, or physical abuse or assault of an ECCTA employee or customer.
- Behavior that presents a danger to the health, safety or welfare of an ECCTA employee or customer. Such behavior includes conduct which is violent, seriously disruptive or illegal as defined by the California Penal Code.
- Harassing or abusing an ECCTA employee or customer because of race, national origin, sexual orientation, or other protected classification as outlined by federal and state statute.
- Sexually harassing an ECCTA employee or customer.
- Defacing, destroying, tampering, removing or otherwise damaging ECCTA property, vehicles, bus stops, or bus shelters. Such acts will be prosecuted to the full extent of the law.
- Smoking or carrying a lighted or smoldering pipe, cigar, cigarette, electronic cigarette, vaping device or using tobacco, cannabis on ECCTA property or vehicles.
- Possession of alcohol, controlled or hazardous substances, guns, knives or devices that are weapons or appear to be capable of being used as a weapon. This provision does not apply to law enforcement.
- Carrying flammable liquids, explosives, acid, battery or other article or material likely to cause harm to others.
- Urinating, defecating, vomiting, spitting, or inappropriately discharging of bodily fluids on transit property.
- Disruptive conduct of customers who are temporarily unable to care for themselves due to illness or intoxication, which interferes with the safe and smooth operation of the vehicle.
- Intentionally disturbing others by engaging in loud, boisterous, raucous, unruly, or harassing behavior that is harmful and intimidating to others.
- Blocking an aisle, door, or stairway with one's body or object, in a way that poses a danger, unreasonably impedes a customer's movement, or displaces a customer.
- Failing to maintain acceptable standards of personal hygiene, which could expose an ECCTA employee or customer to health and safety risks.
- Engaging in or soliciting another person to engage in prostitution or other illicit activity.

State of California

PENAL CODE

Section 640

640. (a) (1) Any of the acts described in paragraphs (1) to (6), inclusive, of subdivision (b) is an infraction punishable by a fine not to exceed two hundred fifty dollars (\$250) and by community service for a total time not to exceed 48 hours over a period not to exceed 30 days, during a time other than during the violator's hours of school attendance or employment. Except as provided in subdivision (g), any of the acts described in paragraphs (1) to (3), inclusive, of subdivision (c), upon a first or second violation, is an infraction punishable by a fine not to exceed two hundred fifty dollars (\$250) and by community service for a total time not to exceed 48 hours over a period not to exceed 30 days, during a time other than during the violator's hours of school attendance or employment. Except as provided in subdivision (g), a third or subsequent violation of any of the acts described in paragraphs (1) to (3), inclusive, of subdivision (c) is a misdemeanor punishable by a fine of not more than four hundred dollars (\$400) or by imprisonment in a county jail for a period of not more than 90 days, or by both that fine and imprisonment. Any of the acts described in subdivision (d) shall be punishable by a fine of not more than four hundred dollars (\$400), by imprisonment in a county jail for a period of not more than 90 days, or by both that fine and imprisonment.

(2) This section shall apply only to acts committed on or in a facility or vehicle of a public transportation system.

(b) (1) Eating or drinking in or on a system facility or vehicle in areas where those activities are prohibited by that system.

(2) Playing unreasonably loud sound equipment on or in a system facility or vehicle, or failing to comply with the warning of a transit official related to disturbing another person by loud or unreasonable noise.

(3) Smoking in or on a system facility or vehicle in areas where those activities are prohibited by that system.

(4) Expectorating upon a system facility or vehicle.

(5) Skateboarding, roller skating, bicycle riding, roller blading, or operating a motorized scooter or similar device, as defined in Section 407.5 of the Vehicle Code, in a system facility, vehicle, or parking structure. This paragraph does not apply to an activity that is necessary for utilization of the transit facility by a bicyclist, including, but not limited to, an activity that is necessary for parking a bicycle or transporting a bicycle aboard a transit vehicle, if that activity is conducted with the permission of the transit agency in a manner that does not interfere with the safety of the bicyclist or other patrons of the transit facility.

(6) Selling or peddling any goods, merchandise, property, or services of any kind whatsoever on the facilities, vehicles, or property of the public transportation system if the public transportation system has prohibited those acts and neither the public transportation system nor its duly authorized representatives have granted written consent to engage in those acts.

(c) (1) Evasion of the payment of a fare of the system. For purposes of this section, fare evasion includes entering an enclosed area of a public transit facility beyond posted signs prohibiting entrance without obtaining valid fare, in addition to entering a transit vehicle without valid fare.

(2) Misuse of a transfer, pass, ticket, or token with the intent to evade the payment of a fare.

(3) (A) Unauthorized use of a discount ticket or failure to present, upon request from a transit system representative, acceptable proof of eligibility to use a discount ticket, in accordance with Section 99155 of the Public Utilities Code and posted system identification policies when entering or exiting a transit station or vehicle. Acceptable proof of eligibility must be clearly defined in the posting.

(B) If an eligible discount ticket user is not in possession of acceptable proof at the time of request, a citation issued shall be held for a period of 72 hours to allow the user to produce acceptable proof. If the proof is provided, the citation shall be voided. If the proof is not produced within that time period, the citation shall be processed.

(d) (1) Willfully disturbing others on or in a system facility or vehicle by engaging in boisterous or unruly behavior.

(2) Carrying an explosive, acid, or flammable liquid in a public transit facility or vehicle.

(3) Urinating or defecating in a system facility or vehicle, except in a lavatory. However, this paragraph shall not apply to a person who cannot comply with this paragraph as a result of a disability, age, or a medical condition.

(4) Willfully blocking the free movement of another person in a system facility or vehicle. This paragraph shall not be interpreted to affect any lawful activities permitted or First Amendment rights protected under the laws of this state or applicable federal law, including, but not limited to, laws related to collective bargaining, labor relations, or labor disputes.

(5) Willfully tampering with, removing, displacing, injuring, or destroying any part of a facility or vehicle of a public transportation system.

(e) Notwithstanding subdivision (a) or (g), a public transportation agency, as defined in paragraph (4) of subdivision (c) of Section 99580 of the Public Utilities Code, may do either of the following:

(1) Enact and enforce an ordinance providing that a person who is the subject of a citation for any of the acts described in subdivision (b) of Section 99580 of the Public Utilities Code on or in a facility or vehicle described in subdivision (a) for which the public transportation agency has jurisdiction shall, under the circumstances set forth by the ordinance, be afforded an opportunity to complete an administrative process that imposes only an administrative penalty enforced in a civil proceeding.

The ordinance for imposing and enforcing the administrative penalty shall be governed by Chapter 8 (commencing with Section 99580) of Part 11 of Division 10 of the Public Utilities Code.

(2) Enforce as an infraction pursuant to subdivision (b) the act of failing to yield seating reserved for an elderly or disabled person in a facility or vehicle for which the public transportation agency has jurisdiction, provided that the governing board of the public transportation agency enacts an ordinance to that effect after a public hearing on the issue.

(f) For purposes of this section, "facility or vehicle of a public transportation system" means any of the following:

(1) A facility or vehicle of a public transportation system as defined by Section 99211 of the Public Utilities Code.

(2) A facility of, or vehicle operated by, an entity subsidized by, the Department of Transportation.

(3) A facility or vehicle of a rail authority, whether owned or leased, including, but not limited to, any part of a railroad, or track of a railroad, or any branch or branchway, switch, turnout, bridge, viaduct, culvert, embankment, station house, or other structure or fixture, or any part thereof, attached or connected to a railroad.

(4) A leased or rented facility or vehicle for which any of the entities described in paragraph (1), (2), or (3) incurs costs of cleanup, repair, or replacement as a result of any of those acts.

(g) A minor shall not be charged with an infraction or a misdemeanor for violation of paragraphs (1) to (3), inclusive, of subdivision (c). Nothing in this subdivision shall limit the ability of a public transportation agency to assess an administrative penalty as established in paragraph (1) of subdivision (e) and in Section 99580 of the Public Utilities Code, not to exceed one hundred twenty-five dollars (\$125) upon a first or second violation and not to exceed two hundred dollars (\$200) upon a third or subsequent violation, to permit the performance of community service in lieu of payment of the fare evasion or passenger conduct penalty pursuant to Section 99580 of the Public Utilities Code, or to allow payment of the fare evasion or passenger conduct penalty in installments or deferred payment pursuant to Section 99580 of the Public Utilities Code.

(Amended by Stats. 2017, Ch. 219, Sec. 1. (SB 614) Effective January 1, 2018.)



TRI DELTA TRANSIT

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

RESOLUTION #230927C **ECCTA's Code of Conduct Policy**

Resolution #230927C authorizes ECCTA's Code of Conduct Policy to replace the "Rules and Procedures for Handling Problem Passengers" that was previously adopted on 6/24/2020.

WHEREAS, Eastern Contra Costa Transit Authority (ECCTA) previously adopted a policy on 6/24/2020 for Rules and Procedures for Handling Problem Passengers; and

WHEREAS, ECCTA would like to adopt rules to regulate the conduct occurring on ECCTA vehicles, within or upon ECCTA facilities and properties, and in connection with ECCTA's provision of public transportation services; and

WHEREAS, there are occasions when customer behavior seriously disrupts or endangers the health and safety of ECCTA employees and members of the public who use ECCTA services; and

WHEREAS, when this occurs, it may be necessary to deny ECCTA services and/or access to ECCTA facilities; and

WHEREAS, ECCTA is committed to providing quality and non-discriminatory public transportation; and

WHEREAS, nothing in this policy shall be applied in a manner that discriminates against individuals with disabilities; and

WHEREAS, individuals with disabilities, as defined by law, may request reasonable accommodation to the Code of Conduct; and

WHEREAS, the policy is enacted pursuant to the authority granted to ECCTA by the California Penal Code Section 640.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Eastern Contra Costa Transit Authority to adopt Resolution #230927C authorizing ECCTA's Code of Conduct Policy to replace the "Rules and Procedures for Handling Problem Passengers" that was previously adopted on 6/24/2020.



TRI DELTA TRANSIT

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

RESOLUTION #230927C **ECCTA’s Code of Conduct Policy**

Resolution #230927C authorizes ECCTA’s Code of Conduct Policy to replace the “Rules and Procedures for Handling Problem Passengers” that was previously adopted on 6/24/2020.

PASSED AND ADOPTED THIS 27th day of September 2023, by the following votes:

EASTERN CONTRA COSTA TRANSIT AUTHORITY

Lamar Thorpe, Chair

Rashidi Barnes, Chief Executive Officer

AYES: _____
NOES: _____
ABSENT: _____
ABSTENTIONS: _____

TAB 6

Agenda Item #7d

ACTION ITEM: Oktoberfest Special Event Shuttle

Board of Directors Meeting

Wednesday September 27, 2023

ECCTA Boardroom

801 Wilbur Avenue, Antioch, CA 94509

Staff Report to ECCTA Board of Directors

Meeting Date: September 27, 2023

Agenda Item: Brentwood Oktoberfest Special Event Shuttle- Agenda Item #7d

Lead Staff: Leeann Lorono, Manager of Customer Service and Marketing

Approved: Rashidi Barnes, Chief Executive Officer



Background

Brentwood's Oktoberfest event is hosted annually on the second Saturday of October by the Downtown Brentwood Coalition. Oktoberfest is a one-day festival-style event that echoes traditional celebrations around the world and is held to promote downtown shops and restaurants. The 2023 celebration will take place on October 14th from 1 p.m. to 7 p.m. Oktoberfest is considered a "cornerstone" event in the community as it enters its 13th year bringing visitors and businesses together in a family-friendly celebration.

With over 15,000 attendees, a large number of event volunteers (200+) will be required for setup, wayfinding, cleanup, and any other service needed for the event. In 2022, nearly 80% of the event volunteers were unable to show up for their afternoon to evening shifts because they could not find parking. Many circled for up to an hour.

Discussion

Due to the parking constraints, the event coordinator has requested that the Brentwood Park 'n Ride be designated for volunteers and that Tri Delta Transit provide an event shuttle for them to the festival grounds. This will help enable volunteers to find secure parking and transportation to the event site. Depending on the number of spaces needed, the lot may also be used for elderly and/or disabled individuals so as to provide them a less stressful way to the festival.

Financial Impact

Tri Delta Transit will enter into a trade agreement with the Downtown Brentwood Coalition for the following marketing and community outreach options:

The Downtown Brentwood Coalition (DBC) will:

- Provide a 10'x10' booth space, location TBD.
- Include the Tri Delta Transit logo in print ads, event poster, and on A-frames leading up to and during the event.
- Link TDT on the coalition's social media Linktree account.
- Create custom social media graphics for event social media. To be shared by TDT as well.
- Extend website placement on www.brentwooddowntown.com with custom artwork and link to TDT transportation page to promote taking public transportation to downtown year-round.
- Post a banner ad on the Oktoberfest Mobile Passport. Mobile Passport is gamified so that attendees will visit booths and attractions for prizes.
- Print custom business-size cards with TDT branding and QR code to be issued to every VIP pass holder at the event. Approximate number: 1,000.
- Include TDT ads and messaging in the DBC Member/Partner newsletters each month from October 1, 2023, to September 30, 2024.
- Create, produce, and deliver shuttle graphics. Graphics to be approved by TDT.

Tri Delta Transit (TDT) will:

- Provide one shuttle between the Brentwood Park 'n Ride and the festival entrance from 9 a.m. to 9 p.m.
- Cover the cost of the shuttle, two operators, and two supervisors necessary to provide service. Total cost approximately: \$2,000.
- Work with the Downtown Brentwood Coalition to provide Tri Delta Transit logos, social media, graphics, ads, and any necessary items for promotional purposes.
- Provide TDT branded items to be included in the Mobile Passport contest for the top winner.
- Provide specs for shuttle graphics. Install and remove bus shuttle graphics for DBC.
- Staff a booth to provide residents and visitors with information regarding our public transportation services.

Requested Action

Provide direction to staff regarding the operation of a special shuttle for the Brentwood Oktoberfest to be run on Saturday, October 14, 2023, from 9 a.m. to 9 p.m.

Agenda Item #7d
Eastern Contra Costa Transit Authority
Board of Directors Meeting
September 27, 2023

TAB 7

Agenda Item #7e

ACTION ITEM: Maintenance Staffing and Salary Changes

Board of Directors Meeting

Wednesday September 27, 2023

ECCTA Boardroom

801 Wilbur Avenue, Antioch, CA 94509

Staff Report to ECCTA Board of Directors

Meeting Date: September 27, 2023

Agenda Item: Maintenance Staffing and Salary Changes- Agenda Item #7e

Lead Staff: Toan Tran, Chief Operating Officer

Approved: Rashidi Barnes, Chief Executive Officer



Background

Prior to March 1, 2000, the maintenance function for ECCTA's operation was contracted with Laidlaw Transit. On March 1st, the maintenance function and the employees became a part of Tri Delta Transit's personnel team. The transition from a contract operation to an in-house operation has been very successful resulting in less work being contracted to outside vendors (engine rebuilds, transmission rebuilds) and much higher morale in the shop.

The maintenance shop currently operates 24 hours/day 7 days/week with a team of 25 employees. These employees include:

- Director of Maintenance (1)
- Shop Manager (1)
- Lead Mechanic (1)
- Mechanic (9)
- Service Worker (7)
- Facility and Bus Stop/Shelter Maintainer (4)
- Facilities Manager (1)
- Maintenance Coordinator (1)

Similar to bus operators, mechanic, and service worker's wages follow a tiered structure, where there is a step increase every six months and peaks at thirty-six months. Currently, the Lead Mechanic receives a pay premium of \$1.00/hour. Other than a cost of living adjustment (COLA), the pay structure and organizational structure have remained relatively unchanged since 2020.

Overview of proposed changes:

- Changes to the starting wage structure for all new mechanics to meet California's Industrial Welfare Commission order
- Creating a lead service worker position to support ECCTA's renewed focus on vehicle cleanliness and the customer experience
- Increase the Lead Mechanic and Service Worker Pay to remain competitive and maintain a high retention rate within our mechanic department

Discussion

Changes to the Starting Wage Structure for Mechanics

California's Industrial Welfare Commission (IWC) Order No. 4-2001 (9) (b) states that when tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer unless the *employer pays twice the state's minimum wage*. Tri Delta Transit mechanics are required to provide their own tools. The current starting pay for a Mechanic II position is \$29.85/hour while California minimum wage for calendar year 2023 is \$15.50/hour and \$16.00/hour in 2024.

In order to be compliant with the labor law, staff is proposing to increase the starting pay for the Mechanic II position to \$32.00/hour. Although this change will not impact the existing workforce, who are all Mechanic I, since they are all at the top of the range, for consistency, the starting pay for the Mechanic I position will also increase accordingly.

	Current		Proposed	
	Mechanic II	Mechanic I	Mechanic II	Mechanic I
start date	29.85	36.92	32.00	39.22
end of probation	30.79	38.07	32.00	39.22
12 months	31.71	39.22	32.00	39.22
18 months	32.66	40.35	32.66	40.35
24 months	33.73	41.49	33.73	41.49
30 months	34.68	42.64	34.68	42.64
36 months	35.65	43.79	35.65	43.79

Reclassification of a Service Worker position

There are seven service workers who fuel, check fluids, empty cash vaults, and clean the interior and exterior of all the vehicles. The work typically takes place in the evening when most of the vehicles are in the yard. Currently, the service workers report to the Shop Manager, who is also managing the mechanics and working on buses when on duty. Although the existing structure has been adequate, additional oversight and supervision are needed in this area in order to improve service efficiency and vehicles cleanliness. This can be accomplished by reclassifying one of the Service Worker positions to a Lead Service Worker, resulting in no increase in head counts. The Lead Service Worker will provide hands-on supervision to the group and an added layer of quality control.

Changes to the Lead Mechanic and Service Worker Pay

When the maintenance function was brought in-house in 2000, a Lead Mechanic position was created. Due to the limited scope of the position, the pay at the time was \$1.00/hour more than the top mechanic pay. With the recent personnel changes in the Maintenance Department, the scope of the Lead Mechanic has been expanded to include developing daily work assignments and providing oversight and guidance to the other mechanics. Taking into account the additional responsibilities, staff is proposing to change the pay premium for the Lead Mechanic from a fixed \$1.00/hour to 105% of the top Mechanic I pay.

The current wage for a Lead Mechanic is \$44.79/hour. With the change, the wage will increase to \$45.97/hour. Staff is proposing a similar structure for the Lead Service Worker with an hourly wage of \$30.34. These changes will make the positions more desirable for the current staff and competitive for the prospective staff.

Financial Impact

The total financial impact for fiscal year 2023-24 is approximately \$6,500. The cost will be offset by the savings from the September service reduction.

Requested Action

Staff requests the Board of Directors approve resolution 230927E, amending the wage structure for the mechanics to be compliant with the labor law, reclassifying a Service Worker position to a Lead Service Worker position, and increasing the Lead Mechanic and Service Worker pay to 105% of the top pay in their classification.



TRI DELTA TRANSIT

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

RESOLUTION #230927E

Maintenance Personnel Work Rule Adjustments

Resolution #230927E approves amending the wage structure for the mechanics in order to be compliant with the labor law, reclassifying a Service Worker position to a Lead Service Worker position, and increasing the Lead Mechanic and Service Worker to pay to 105% for the top pay in their classification.

WHEREAS, Eastern Contra Costa Transit Authority's (ECCTA) current wage structure for mechanics is not in compliance with California's Industrial Welfare Commission order and

WHEREAS, ECCTA is requesting a change in the starting wage structure for all new mechanics to meet California's Industrial Welfare Commission order; and

WHEREAS, ECCTA proposes adding a Lead Service Worker position identified to provide hands-on supervision to the group and an added layer of quality control; and

WHEREAS, the scope of the Lead Mechanic has been expanded to include developing daily work assignments and providing oversight and guidance to other mechanics; and

WHEREAS, due to additional responsibilities ECCTA is proposing an increase to the Lead Mechanic and Service Worker pay to remain competitive, maintain a high retention rate within our mechanic department; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Eastern Contra Costa Transit Authority to adopt Resolution #230927E amending the wage structure for the mechanics to be compliant with the labor law, reclassifying a Service Worker position to a Lead Service Worker position, and increasing the Lead Mechanic and Service Worker pay to 105% of the top pay in their classification.

PASSED AND ADOPTED THIS 27th day of September 2023, by the following votes:

EASTERN CONTRA COSTA TRANSIT AUTHORITY

Lamar Thorpe, Chair

Rashidi Barnes, Chief Executive Officer

AYES: _____

NOES: _____

ABSENT: _____

ABSTENTIONS: _____

TAB 8

Agenda Item #7f

ACTION ITEM: Land Acquisition – Apollo Court

Board of Directors Meeting

Wednesday September 27, 2023

ECCTA Boardroom

801 Wilbur Avenue, Antioch, CA 94509



Staff Report to ECCTA Board of Directors

Meeting Date: September 27, 2023

Agenda Item: Land Acquisition – Apollo Court – Agenda Item #7f

Lead Staff: Toan Tran, Chief Operating Officer

Approved: Rashidi Barnes, Chief Executive Officer 

Background

The Tri Delta Transit facility at 801 Wilbur Ave sits on a 6.4-acre lot and houses 250 in-house and contracted employees and 125 company vehicles. The facility grounds presently contain the maintenance, fueling, servicing, and parking infrastructure for the fleet operating fixed-route, paratransit, NEMT, and Tri MyRide on-demand microtransit services. Tri Delta Transit contracts with an outside supplier for diesel and gasoline fuel deliveries and maintains charging stations for battery-electric vehicles. Currently, there are two underground storage tanks, 20,000-gallon diesel and 10,000-gallon gasoline, and six battery-electric depot chargers.

In December 2018, the California Air Resources Board (CARB) passed the Innovative Clean Transit (ICT) Regulation requiring public transit agencies to gradually transition to a 100-percent zero-emission bus fleet. The regulation requires all new bus purchases must be zero-emission buses after January 1, 2029. In order to meet the requirement, Tri Delta Transit initiated the conversion of its fleet to zero-emission vehicles in 2018 and developed an ICT Rollout Plan. The plan was approved by the board and submitted to CARB in 2022. Once the transition is fully implemented, Tri Delta Transit fleet will consist of a 70-percent/30-percent mix of hydrogen fuel-cell to battery-electric vehicles for both fixed-route and demand-response fleets.

Agenda Item #7f
*Eastern Contra Costa Transit Authority
Board of Directors Meeting
September 27, 2023*

Please note the plan is a living document and assumptions can be amended due to funding and operational constraints.

The next planned purchase of zero-emission buses is in fiscal year 2025-26 for hydrogen fuel-cell electric 25 vehicles. These vehicles will replace diesel buses purchased in 2013. The fueling infrastructure needed to support the new vehicles will comprise of a liquid and/or gaseous hydrogen storage tank, compressor, and fueling dispensers, utilizing space currently in use for diesel vehicle parking. This modification to our property will reduce the operational capacity of the existing facility property and an alternate location is needed to fuel, charge, park and maintain our new fleet.

Discussion

Three potential sites have been evaluated for the development of a secondary maintenance location, including a vacant lot on East 18th Street adjacent to the vacant K-Mart, an empty lot on Wilbur Ave beyond the rail overpass, and a vacant lot at Apollo Court. The properties identified are located within three miles of the Tri Delta Transit facility and would meet the objectives and goals for the planned facility.

Apollo Court has been determined as the best option due to the close proximity to the current facility and the size of the four-acre lot is more than adequate to support the anticipated development of additional fleet vehicle parking and charging or fueling infrastructure. The property will also allow for a secondary location for expanded employee parking overflow and the potential of a new operations and maintenance facility. Tri Delta Transit hired an appraisal service firm in May 2023. The seller was provided with required notices regarding the decision to appraise and was invited to participate in that process. The result of the appraisal, of the property was that the appraised value was \$10.53 per square foot compared to the posted price of \$10-\$12 per square foot. The seller has accepted this amount and appears ready to proceed with the sale at this price. Tri Delta Transit staff and representatives of the seller have prepared the attached purchase agreement, which is attached hereto as Exhibit 1.

The Apollo Court location will require the completion of several critical tasks including compliance with the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) review processes. Furthermore, the location will need to receive approval for a re-zoning from the City of Antioch, design approval,

and issuance of building permits. Finally, a public facility equity analysis will be required to understand, if any, impacts of the site location will have on the nearby community. In order to ensure Tri Delta Transit can obtain these approvals, the draft purchase agreement for the property includes up to 6-month contingency period to complete these tasks before the purchase can be finalized.

Environmental Analysis

Approval of the proposed Purchase Agreement is not subject to review under the California Environmental Quality Act (CEQA) per Public Resources Code Section 21000, et seq. and CEQA Guidelines (14 Cal. Code Regs. §§ 15000 et. seq.), including Public Resources Code section 21065 and California Code of Regulations 15378 as this is not a “project” that may cause a direct, or reasonably foreseeable indirect, physical change in the environment and if it is a “project,” it is exempt under the “common sense” exception (14 Cal. Code Regs. § 15061(b)(3)) because it can be seen with certainty that there is no possibility that this action may have a significant effect on the environment. Tri Delta Transit would undertake the necessary CEQA review for the construction of any project subsequent to the purchase should such development proceed, as this lot is purchased as the preferred site for CEQA review.

Financial Impact

The land acquisition funds were included in the fiscal year 2023-24 approved capital budget. It will be funded with a combination of federal (\$1.6 million) and state (\$0.4 million) fundings.

Requested Action

Staff requests the Board of Directors approve resolution #230927F, authorizing the Chief Executive Officer to enter into a purchase agreement with K M Favaedi Living Trust for the amount of \$2,000,000.

Attachment

- Exhibit 1 – Purchase Agreement



TRI DELTA TRANSIT

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

RESOLUTION #230927F **Land Acquisition – Apollo Court**

Resolution #230927F authorizes the Chief Executive Officer to enter into a purchase agreement with K M Favaedi Living Trust for the amount of \$2,000,000.

WHEREAS, Eastern Contra Costa Transit Authority's (ECCTA) current facility at 801 Wilbur Ave sits on a 6.4-acre lot and houses 250 in-house and contracted employees and 125 company vehicles; and

WHEREAS, In December 2018, the California Air Resources Board (CARB) passed the Innovative Clean Transit (ICT) Regulation requiring public transit agencies to gradually transition to a 100-percent zero-emission bus fleet; and

WHEREAS, ECCTA fleet will consist of a 70-percent/30-percent mix of hydrogen fuel-cell to battery-electric vehicles for both fixed-route and demand-response fleets once the transition is complete; and

WHEREAS, this modification to the property will reduce the operational capacity of the existing facility property and an alternate location is needed to fuel, charge, park and maintain our new fleet; and

WHEREAS, in order to ensure ECCTA can obtain needed approvals, the draft purchase agreement for the property includes up to a 6-month contingency period to complete these tasks before the purchase can be finalized; and

WHEREAS, the land acquisition funds were included in the fiscal year 2023-24 approved capital budget. It will be funded with a combination of federal (\$1.6 million) and state (\$0.4 million) fundings; and

WHEREAS, approval of the proposed Purchase Agreement is not subject to review under the California Environmental Quality Act (CEQA) per Public Resources Code Section 21000, et seq. and CEQA Guidelines (14 Cal. Code Regs. §§ 15000 et. seq.), including Public Resources Code section 21065 and California Code of Regulations 15378 as this is not a “project” that may cause a direct, or reasonably foreseeable indirect, physical change in the environment, and if it is a “project,” it is exempt under the “common sense” exception (14 Cal. Code Regs. § 15061(b)(3)) because it can be seen with certainty that there is no possibility that this action may have a significant effect on the environment. Tri Delta Transit would undertake the necessary CEQA should such development proceed, as this lot is purchased as the preferred site for CEQA review; and



TRI DELTA TRANSIT

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

RESOLUTION #230927F **Land Acquisition – Apollo Court**

Resolution #230927F authorizes the Chief Executive Officer to enter into a purchase agreement with K M Favaedi Living Trust for the amount of \$2,000,000.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Eastern Contra Costa Transit Authority to adopt Resolution #230927F authorizing the Chief Executive Officer to enter into a purchase agreement with K M Favaedi Living Trust for the amount of \$2,000,000.

PASSED AND ADOPTED THIS 27th day of September 2023, by the following votes:

EASTERN CONTRA COSTA TRANSIT AUTHORITY

Lamar Thorpe, Chair

Rashidi Barnes, Chief Executive Officer

AYES: _____
NOES: _____
ABSENT: _____
ABSTENTIONS: _____



STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS
FOR PURCHASE OF REAL ESTATE

(Vacant Land)

Dated: August 24, 2023

1. Buyer.

1.1 ECCTA Tri-Delta Transit, ("Buyer") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("Seller") (collectively, the "Parties" or individually, a "Party"), through an escrow ("Escrow") to close 30 or 15 days after the waiver or satisfaction of the Buyer's Contingencies, but in no instance later than Friday, December 22, 2023, unless Buyer's Contingency Period is extended beyond that date pursuant to Paragraph 28 ("Expected Closing Date") to be held by Doma Title of California ("Escrow Holder") whose address is 370 Diablo Road, Suite 105, Danville, CA 94526, Phone No. 925-263-9159, Facsimile No. 925-262-8697 upon the terms and conditions set forth in this agreement ("Agreement"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "Date of Agreement" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties.

2. Property.

2.1 The real property ("Property") that is the subject of this offer consists of (insert a brief physical description) three contiguous parcels totaling +/- 4.36 acres is located in the County of Contra Costa, is commonly known as (street address, city, state, zip) Apollo Court, Antioch, CA 94509 and is legally described as: Per Title Company (APN: APN# 065-122-028, 065-122-029 and 065-122-030.)

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of Doma Title of California ("Title Company"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: N/A (collectively, the "Improvements").

2.4 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and N/A all of which shall be removed by Seller prior to Closing.

3. Purchase Price.

3.1 The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be [X] \$2,000,000.00, or [] (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) per unit. The unit used to determine the Purchase Price shall be: [] lot [] acre [] square foot [] other prorating areas of less than a full unit. The number of units shall be based on a calculation of total area of the Property as certified to the Parties by a licensed surveyor in accordance with paragraph 9.1(g). However, the following rights of way and other areas will be excluded from such calculation: . The Purchase Price shall be payable as follows:

(Strike any not applicable)

(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price): \$2,000,000.00

(b) Amount of "New Loan" as defined in paragraph 5.1, if any:

(c) Buyer shall take title to the Property subject to and/or assume the following existing deed(s) of trust ("Existing Deed(s) of Trust") securing the existing promissory note(s) ("Existing Note(s)"); (i) An Existing Note ("First Note") with an unpaid principal balance as of the Closing of approximately:

Said First Note is payable at per month, including interest at the rate of % per annum until paid (and/or the entire unpaid balance is due on).

(ii) An Existing Note ("Second Note") with an unpaid principal balance as of the Closing of approximately:

Said Second Note is payable at per month, including interest at the rate of % per annum until paid (and/or the entire unpaid balance is due on).

(d) Buyer shall give Seller a deed of trust ("Purchase Money Deed of Trust") on the property, to secure the promissory note of Buyer to Seller described in paragraph 6 ("Purchase Money Note") in the amount of:

3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment

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~~of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.~~

4. Deposits.

4.1 Buyer has delivered to Broker a check in the sum of _____, payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or _____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder, or within ~~2 or~~ 5 business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder Buyer shall deliver to Escrow Holder a check in the sum of \$42,000.00. If said check is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

4.2 Additional deposits:

~~(a) Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.~~

(b) Within 5 business days after the contingencies discussed in paragraph 9.1 (a) through (m) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.

(c) If an Additional Deposit is not received by Escrow Holder within the time period provided then Seller may notify Buyer, Escrow Holder, and Brokers, in writing that, unless the Additional Deposit is received by Escrow Holder within 2 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the "Deposit"), in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is _____. NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

4.4 Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in paragraph 4.1 above, Escrow Holder shall release \$100 of said monies to Seller as and for independent consideration for Seller's execution of this Agreement and the granting of the contingency period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.

4.5 Upon waiver of all of Buyer's contingencies the Deposit shall become non-refundable but applicable to the Purchase Price except in the event of a Seller breach, or in the event that the Escrow is terminated pursuant to the provisions of Paragraph 9.1(n) (Destruction, Damage or Loss) or 9.1(o) (Material Change).

~~5. Financing Contingency. (Strike if not applicable)~~

~~5.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least _____ % of the Purchase Price, on terms acceptable to Buyer. Such loan ("New Loan") shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days from receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.~~

~~5.2 If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within _____ days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.~~

~~5.3 If Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.~~

~~6. Seller Financing. (Purchase Money Note). (Strike if not applicable)~~

~~6.1 If Seller approves Buyer's financials (see paragraph 6.5) the Purchase Money Note shall provide for interest on unpaid principal at the rate of _____ % per annum, with principal and interest paid as follows: _____. The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.~~

~~6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 10.3 (b)):~~

~~(a) Prepayment. Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.~~

~~(b) Late Charge. A late charge of 6% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after it is due.~~

~~(c) Due On Sale. In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.~~

~~6.3 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.~~

~~6.4 WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.~~

~~6.5 Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder, in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller Financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate, Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.~~

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OFAL-15.30, Revised 10-13-2022

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Last Edited: 9/21/2023 11:17 AM

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7. Real Estate Brokers.

7.1 Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this transaction with the following real estate broker(s) ("Brokers") and/or their agents ("Agent(s)"):

Seller's Brokerage Firm CBRE, Inc. License No. 00409987 is the broker of (check one): the Seller; or both the Buyer and Seller (dual agent).

Seller's Agent Greg Smyth, John Salamida License No. 01131484, 01822505 is (check one): the Seller's Agent (salesperson or broker associate); or both the Seller's Agent and the Buyer's Agent (dual agent).

Buyer's Brokerage Firm NA License No. _____ is the broker of (check one): the Buyer; or both the Buyer and Seller (dual agent).

Buyer's Agent NA License No. _____ is (check one): the Buyer's Agent (salesperson or broker associate); or both the Buyer's Agent and the Seller's Agent (dual agent).

The Parties acknowledge that other than the Brokers and Agents listed above, there are no other brokers or agents representing the Parties or due any fees and/or commissions under this Agreement. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker, agent or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers and Agents named in paragraph 7.1, and no broker, agent or other person, firm or entity, other than said Brokers and Agents is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, agent, finder or other similar party, other than said named Brokers and Agents by reason of any dealings or act of the indemnifying Party.

8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions. In the event that there is any conflict between the provisions of the Agreement and the provisions of any additional escrow instructions the provisions of the Agreement shall prevail as to the Parties and the Escrow Holder.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "Closing") by recording ~~a general warranty deed~~ (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

8.5 Buyer ~~and Seller~~ shall ~~each~~ pay ~~one-half of the~~ Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. ~~Seller~~ Buyer shall pay the premium for a standard coverage owner's or joint protection policy of title insurance. (See also paragraph 11.)

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in Paragraph 9.2 or disapproval of any other matter subject to Buyer's approval, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the \$100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation fees and costs, all of which shall be ~~Buyer's obligation~~ **be borne equally by Buyer and Seller**. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this Escrow is terminated for any reason other than Seller's breach or default, then as a condition to the return of Buyer's deposit, Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property. **Delivery of such materials will be without representation or warranty of any kind as to their accuracy, completeness or validity.**

9. Contingencies to Closing.

9.1 **IF, BEFORE EXPIRATION OF THE APPLICABLE TIME, BUYER FAILS TO PROVIDE ESCROW HOLDER WRITTEN NOTICE OF BUYER'S DISAPPROVAL OF ANY OF BUYER'S CONTINGENCIES OR ANY OTHER MATTER THAT IS SUBJECT TO BUYER'S APPROVAL IN THIS AGREEMENT, THEN BUYER SHALL BE CONCLUSIVELY DEEMED TO HAVE SATISFIED SUCH BUYER'S CONTINGENCIES AND/OR APPROVED OF SUCH OTHER MATTERS.** If a number of days is completed in any of the optional spaces in subparagraphs 9.1 (a) through (m), then such number shall apply and override the pre-printed number, even if the pre-printed number is not stricken. The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies:

(a) *Disclosure.* Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR CRE ("AIR") standard form entitled "Seller's Mandatory Disclosure Statement") and provide Buyer with a completed Property Information Sheet ("Property Information Sheet") concerning the Property,

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fully executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within 10 or _____ days following the Date of Agreement. Buyer has 10 days from the receipt of said disclosures to approve or disapprove the matters disclosed.

(b) *Physical Inspection.* Buyer has 10 or 180 -days following ~~the receipt of the Property Information Sheet or~~ the Date of Agreement, ~~whichever is later,~~ to satisfy itself with regard to the physical aspects and size of the Property.

(c) *Hazardous Substance Conditions Report.* Buyer has 30 or 180 days following ~~the receipt of the Property Information Sheet or~~ the Date of Agreement, ~~whichever is later,~~ to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "Hazardous Substance" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "Hazardous Substance Condition" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) *Soil Inspection.* Buyer has 30 or 180 days following ~~the receipt of the Property Information Sheet or~~ the Date of Agreement, ~~whichever is later,~~ to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days following the Date of Agreement.

(e) *Governmental Approvals.* Buyer has 30 or 180 days following the Date of Agreement to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.

NOTE: Past uses of the Property may no longer be allowed. In the event that the Property must be rezoned, it is Buyer's responsibility to obtain the rezoning from the appropriate government agencies. Seller shall sign all documents Buyer is required to file in connection with rezoning, conditional use permits and/or other development approvals.

(f) *Conditions of Title.* Escrow Holder shall cause a current commitment for title insurance ("**Title Commitment**") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("**Underlying Documents**"), and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within 10 or _____ days following the Date of Agreement. Buyer has 10 days from the receipt of the Title Commitment, the Underlying Documents and the plot plan to satisfy itself with regard to the condition of title. The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.

(g) *Survey.* Buyer has 30 or 180 days following ~~the receipt of the Title Commitment and Underlying Documents~~ to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("**ALTA**") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.

(h) *Existing Leases and Tenancy Statements.* Seller shall within 10 or _____ days following the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "**Existing Leases**") affecting the Property, and with a tenancy statement ("**Estoppel Certificate**") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has 10 days from the receipt of said Existing Leases and Estoppel Certificates to satisfy itself with regard to the Existing Leases and any other tenancy issues.

(i) *Owner's Association.* Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with a statement and transfer package from any owner's association servicing the Property. Such transfer package shall at a minimum include: copies of the association's bylaws, articles of incorporation, current budget and financial statement. Buyer has 10 days from the receipt of such documents to satisfy itself with regard to the association.

(j) *Other Agreements.* Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with legible copies of all other agreements ("**Other Agreements**") known to Seller that will affect the Property after Closing. Buyer has 10 days from the receipt of said Other Agreements to satisfy itself with regard to such Agreements **or to communicate its disapproval.**

(k) *Financing.* If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency.

~~(l) *Existing Notes.* If paragraph 3.1(c) has not been stricken, Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "**Loan Documents**") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("**Beneficiary Statement**") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has 10 or _____ days following the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof. Likewise if Seller is to carry back a Purchase Money Note then Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with a copy of the proposed Purchase Money Note and Purchase Money Deed of Trust. Buyer has 10 or _____ days from the receipt of such documents to satisfy itself with regard to the form and content thereof.~~

~~(m) *Personal Property.* In the event that any personal property is included in the Purchase Price, Buyer has 10 or _____ days following the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 or _____ days following the Date of Agreement.~~

(n) *Destruction, Damage or Loss.* Subsequent to the Date of Agreement and prior to Closing there shall not have occurred a destruction of, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than \$10,000.00 to repair or cure. If the cost of repair or cure is \$10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than \$10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset

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against the Purchase Price. If the cost to repair or cure is more than \$10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.

(o) *Material Change*. Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. **If Buyer is not satisfied with regard to such Material Change, Buyer shall have 15 days following receipt of the written notice of the Material Change in which to terminate this Agreement.** "Material Change" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

(p) *Seller Performance*. The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.

(q) *Brokerage Fee*. Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("**Brokerage Fee**"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.

9.2 The contingencies specified in subparagraphs 9.1(a) through (m) are for the benefit of, and may be waived by, Buyer, and are referred to collectively as "**Buyer's Contingencies**" and individually as a "**Buyer's Contingency**."

9.3 Buyer's timely and written disapproval or conditional approval of a Buyer's Contingency or any other matter that is subject to Buyer's approval in this Agreement shall constitute disapproval thereof ("**Disapproved Item(s)**"). Concurrent with notice of a Disapproved Item, Buyer may make a request to Seller regarding such Disapproved Item ("**Buyer's Request**"). If Buyer fails to make a timely and written Buyer's Request, then this Agreement shall terminate due to the non-satisfaction and non-waiver of a contingency. Seller may respond to a Buyer's Request within 10 days following Seller's receipt thereof ("**Seller's Response**"). Seller's acceptance of a Buyer's Request shall amend this Agreement accordingly. If Seller fails to provide a timely and written Seller's Response, then Seller's Response shall be deemed to be a rejection of Buyer's Request. Buyer may, within 10 days following the earlier of Buyer's receipt of a Seller's Response (which is not an acceptance of Buyer's Request) or the date of Seller's deemed rejection of a Buyer's Request ("**Buyer's Reply Period**"), reply to a Seller's Response ("**Buyer's Reply**") and elect to (i) terminate this Agreement due to the non-satisfaction and non-waiver of the applicable contingency, (ii) accept the Seller's Response in which event this Agreement shall be amended accordingly, or (iii) withdraw Buyer's Request and waive the Disapproved Item in which event Buyer shall accept the Property subject to the Disapproved Item. If Buyer fails to provide a timely and written Buyer's Reply, then Buyer shall be deemed to have elected to terminate this Agreement as of the end of the Buyer's Reply Period. The date Buyer accepts a Seller's Response or withdraws a Buyer's Request and waives a Disapproved Item shall be the date of Buyer's approval of the Disapproved Item. A Party shall provide to Escrow Holder copy of all notices of a Disapproved Item, Buyer's Request, Seller's Response and Buyer's Reply and Escrow Holder shall promptly provide copies thereof to the other Party. Unless the Parties in writing agree otherwise, if the Expected Closing Date is a specific calendar date and a Buyer's Reply Period expires after such specific calendar date, then notwithstanding paragraph 1.1, the Expected Closing Date shall be extended to be 3 business days after the earlier of the date Buyer withdraws a Buyer's Request and waives the applicable Disapproved Item or Buyer accepts the applicable Seller's Response.

9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

10. Documents Required at or Before Closing.

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

- (a) Grant ~~or general warranty~~ deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.
- (b) If applicable, the Beneficiary Statements concerning Existing Note(s).
- (c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.
- (d) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.
- (e) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.
- (f) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.
- (g) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.

10.3 Buyer shall deliver to Seller through Escrow:

(a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.

(b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.

(c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.

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- (d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.
- (e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.
- (f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

11. Prorations and Adjustments.

11.1 *Taxes.* Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 *Insurance.* **WARNING:** Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 *Rentals, Interest and Expenses.* Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.

~~11.4 *Security Deposit.* Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.~~

11.5 *Post Closing Matters.* Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

~~11.6 *Variations in Existing Note Balances.* In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("Existing Note Variation"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.~~

~~11.7 *Variations in New Loan Balance.* In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.~~

~~11.8 *Owner's Association Fees.* Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up front fees required by the association from Buyer's funds.~~

12. Representations and Warranties of Seller and Disclaimers.

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of ~~3 years~~ **one (1) year after closing**, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:

(a) *Authority of Seller.* Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) *Maintenance During Escrow and Equipment Condition At Closing.* Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.

(c) *Hazardous Substances/Storage Tanks.* Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) *Compliance.* Except as otherwise disclosed in writing, Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

(e) *Changes in Agreements.* Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld.

(f) *Possessory Rights.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) *Mechanics' Liens.* There are no unsatisfied mechanics' or materialmen's lien rights concerning the Property.

(h) *Actions, Suits or Proceedings.* Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.

(i) *Notice of Changes.* Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.

(j) *No Tenant Bankruptcy Proceedings.* Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

(k) *No Seller Bankruptcy Proceedings.* Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(l) *Personal Property.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or

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warranty.

12.4 Any environmental reports, soils reports, surveys, feasibility studies, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

13. Possession.

Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Leases.

14. Buyer's Entry.

At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. **If Seller refuses to consent to destructive testing, Buyer shall have the right to terminate this Agreement by written notice to Seller giving within 10 days following such refusal.** Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the recompaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

15. Further Documents and Assurances.

The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

16. Attorneys' Fees.

If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and costs. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

17. Prior Agreements/Amendments.

17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.

17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights.

~~18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.~~

18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.

19. Notices.

19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, or by mail, postage prepaid, to the address set forth in this agreement or by facsimile transmission, electronic signature, digital signature, or email.

19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

20. Duration of Offer.

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of Antioch on the date of Friday, September 29, 2023, it shall be deemed automatically revoked.

20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initialed by both Parties).

THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF \$42,000.00. UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.

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Buyer's Initials

Seller's Initials

22. ARBITRATION OF DISPUTES. (This Arbitration of Disputes paragraph is applicable only if initialed by both Parties.)

22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF THE DEPOSIT SHALL BE DETERMINED BY BINDING ARBITRATION ADMINISTERED BY THE JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. ("JAMS") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. SUCH CONTROVERSY SHALL BE ARBITRATED BY A SINGLE ARBITRATOR, APPOINTED UNDER THE COMMERCIAL RULES WHO HAS HAD AT LEAST 5 YEARS OF EXPERIENCE IN THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW OF THE JURISDICTION WHERE THE PROPERTY IS LOCATED, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE ARBITRATOR SHALL RENDER AN AWARD WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, WHICH MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF AND SHALL BE ACCOMPANIED BY A REASONED OPINION. THE FAILURE OR REFUSAL OF A PARTY TO PAY SUCH PARTY'S REQUIRED SHARE OF THE DEPOSITS FOR ARBITRATOR COMPENSATION OR ADMINISTRATIVE CHARGES SHALL CONSTITUTE A WAIVER BY SUCH PARTY TO PRESENT EVIDENCE OR CROSS-EXAMINE WITNESSES, BUT SUCH WAIVER SHALL NOT ALLOW FOR A DEFAULT JUDGMENT AGAINST THE NON-PAYING PARTY IN THE ABSENCE OF EVIDENCE AND LEGAL ARGUMENT AS THE ARBITRATOR MAY REQUIRE FOR MAKING AN AWARD. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.

22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Buyer's Initials

Seller's Initials

23. Miscellaneous.

23.1 Binding Effect. Buyer and Seller both acknowledge that they have carefully read and reviewed this Agreement and each term and provision contained herein. In addition, this Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed. Signatures to this Agreement accomplished by means of electronic signature or similar technology shall be legal and binding.

23.2 Applicable Law. This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.

23.3 Time of Essence. Time is of the essence of this Agreement.

23.4 Counterparts. This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

~~**23.5 Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.**~~

23.6 Conflict. Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. Seller and Buyer must initial any and all handwritten provisions.

23.7 1031 Exchange. Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

23.8 Days. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days.

24. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.

24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:

(a) *Seller's Agent.* A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) *To the Seller:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

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(b) *Buyer's Agent.* A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations. (1) *To the Buyer:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(c) *Agent Representing Both Seller and Buyer.* A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including Seller's willingness to accept a price less than the listing price or Buyer's willingness to pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Buyer has the duty to exercise reasonable care to protect Buyer, including as to those facts about the Property which are known to Buyer or within Buyer's diligent attention and observation. Both Seller and Buyer should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(d) *Further Disclosures.* Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

24.3 *Confidential Information.* Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

25. Construction of Agreement. In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26. Additional Provisions.

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs 28 through 29. (If there are no additional provisions write "NONE".)

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

- 1. **SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.**
- 2. **RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.**

WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

NOTE:

- 1. **THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.**
- 2. **IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.**

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

BROKER

NA

Attn: _____

Title: _____

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OFAL-15.30, Revised 10-13-2022

Date: _____

BUYER

ECCTA Tri-Delta Transit

By: _____

Name Printed: _____

INITIALS

Last Edited: 9/21/2023 11:17 AM

Page 9 of 10

Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: _____

Title: _____
Phone: _____
Fax: _____
Email: _____
By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____
Address: _____
Federal ID No.: _____

27. Acceptance.

27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.

27.2 In consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Brokers a real estate Brokerage Fee in a sum equal to 2.5 % of the Purchase Price to be divided between the Brokers as follows: Seller's Broker 100 % and Buyer's Broker _____ %. This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing.

27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to deliver a signed copy to Buyer.

NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.

BROKER

CBRE, Inc.
Attn: Greg Smyth, John Salamida
Title: Agents
Address: 2175 N. California Street, suit4e
300, Walnut Creek, CA 94596
Phone: 925-296-7700
Fax: _____
Email: greg.smyth@cbre.com,
john.salamida@cbre.com
Federal ID No.: 95-2743174
Broker DRE License #: 00409987
Agent's DRE License #: 01131484, 01822505

Date: _____

SELLER

K M Favaedi Living Trust
By: _____
Name Printed: Kaz Favaedi
Title: _____
Phone: _____
Fax: _____
Email: _____
By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____
Address: _____
Federal ID No.: _____

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**ADDENDUM TO THE STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS
FOR PURCHASE OF REAL ESTATE**

Date: August 24, 2023

By and Between

Buyer: ECCTA Tri-Delta Transit

Seller: K M Favaedi Living Trust

Property Address: Apollo Court, Antioch, CA 94509

(street address, city, state, zip)

28. Contingency Period Extension(s): Buyer shall have Three (3) One (1) month options to extend the Contingency Period for an additional payment of \$2,500.00 each, which shall be immediately released to the Seller, be non-refundable, and not applicable to the Purchase Price. Buyer will exercise a Contingency Period Extension by providing a minimum of three (3) day prior written notice and make the required deposit prior to the expiration of the then Contingency Period.

29. Buyer's CEQA Compliance. Buyer is purchasing this lot as a preferred site for California Environmental Quality Act (CEQA) review of a potential Project and has conditioned the Buyer's future use of the site on among other things, CEQA compliance. To comply with CEQA and give the public the opportunity to be aware of environmental consequences of any Project that may result from this purchase, and to fully participate in the CEQA process, Buyer has no obligation to develop any Project unless and until information produced from the CEQA environmental review process and any other public review and hearing processes, has been approved, subject to all applicable governmental approvals. Buyer shall retain discretion in accordance with applicable law before action on any Project proceeds by buyer's or other governing bodies to (i) identify and impose mitigation measures to mitigate significant environmental impacts, if any; (ii) select other feasible alternatives to avoid significant environmental impacts, if any; (iii) balance the benefits of any Project that may result from this purchase against any significant environmental impacts prior to taking final action if such significant impacts cannot otherwise be avoided; or (iv) determine not to proceed with a potential Project, and proceed with an alternative, or none at all.

This Addendum is attached and made part of the above-referenced Agreement (said Agreement and the Addendum are hereinafter collectively referred to as the "Agreement"). In the event of any conflict between the provisions of this Addendum and the printed provisions of the Agreement, this Addendum shall control.

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