



Board of Directors Meeting Agenda

Wednesday, October 25, 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
Wednesday October 25, 2023
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 September 27, 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:** Marketing Policy Updates
(see attachment: tab #3)

Requested Action: Adopt Resolution #231025A authorizing the proposed comprehensive ECCTA Advertising Policy to replace the three separate advertising policies previously adopted by the board.

Board of Directors Meeting Agenda

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Available Online: <https://trideltatransit.com/board.aspx>

b. ACTION ITEM: Clipper Bay Pass Phase 2 Agreement with MTC

(see attachment: tab #4)

Requested Action: Adopt Resolution #231025B approving ECCTA to participate in the regionwide Clipper BayPass program and authorize the Chief Executive Officer to sign the Clipper BayPass Phase 2 Participation Agreement for program commencement on December 1, 2023 and continue no later than June 30, 2026.

c. ACTION ITEM: One Seat Demonstration Project Extension

(see attachment: tab #5)

Requested Action: Approve a one-year extension to the One Seat Ride Demonstration Project to November 30, 2024.

d. ACTION ITEM: ECCTA Agency Safety Plan

(see attachment: tab #6)

Requested Action: Adopt Resolution #231025D approving ECCTA's 2023 Agency Safety Plan

e. ACTION ITEM: Clean California Transit Grant Award

(see attachment: tab #7)

Requested Action: Adopt Resolution #231025E authorizing the CEO to execute a restricted grant agreement allocation with the California Department of Transportation in the amount of \$210,000 to fund ECCTA's Clean California Transit Program Grant award.

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: December 13, 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 October 25, 2023

ECCTA Boardroom

801 Wilbur Avenue, Antioch, CA 94509

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

MINUTES

September 27, 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

BOARD MEMBERS

PRESENT: Dionne Adams (Pittsburg)*; Joel Bryant (Brentwood); Diane Burgis (Contra Costa County); Merl Craft (Member-at-Large); Federal Glover (Contra Costa County/ Vice-Chair); Tony Oerlemans (Brentwood); Shanelle Scales-Preston (Pittsburg); Anissa Williams (Oakley); Monica Wilson (Antioch); Lamar Thorpe (Antioch/ Chair)

*arrived during the Chair's report

ABSENT: Shannon Shaw (Oakley)

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
Moises Trejo, Maintenance Manager

OTHERS

PRESENT: Myeisha Williams, TransDev Assistant General Manager
Lori Sprinkle, TransDev Office Manager
Ben Trejo, TransDev Safety Manager
Debra Steidle, Paratransit Coordinator
John Cunningham, Manager – Transplan; Contra Costa County
Amy Tilley – Downtown Brentwood Coalition

PLEDGE OF ALLEGIANCE

Chair Thorpe led the Pledge of Allegiance.

PUBLIC COMMENT

No public comment

CHAIR'S REPORT

Chair Thorpe shared about a trip he recently took to Mexico. Chair Thorpe expressed the importance of the work that ECCTA does to improve the quality of life and gratitude towards those working in public service.

CONSENT CALENDAR

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

- A. Minutes of the Board of Directors meeting of August 23, 2023
- B. Financial Report
- C. Marketing and Customer Service Activities Report

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

CHIEF EXECUTIVE OFFICER'S REPORT

A. Operations Report

Chief Executive Officer Rashidi Barnes reported on a business trip to a statewide delegation to Washington, DC for Transit Federal Lobby Day. Throughout the 2 days, he and the California delegations met with 12 offices. The main topics included in these meetings were: fully funded implementation of the IIJA, support deployment of zero-emission transit vehicles in California, and transit operations funding in California. Takeaways from these meetings included: the house leadership is in flux and this will impact Congress moving forward, be prepared for a government shutdown, and the government will be funded by continuing resolutions for a few months.

Mr. Barnes and Chief Operating Officer Toan Tran have also met the President of LMC Pamela Ralston. They are hoping to continue fostering the relationship with LMC to help aid in talent recruitment for future mechanics.

ACTION AND DISCUSSION ITEMS

A. Means-Based Fare Pilot Program

Manager of Accessible Services DeAnna Perry presented the Means-Based Fare Pilot Program outcomes. ECCTA will take this program in-house with the approval of the Contra Costa Transportation Authority (CCTA). A single point of contact will be available at ECCTA, this includes marketing and mailing information out. ECCTA will work with CCTA to subsidize and CCTA will cover the administrative costs.

John Cunningham gave a summary of the program, lessons learned, and how the program came to fruition. Mr. Cunningham stated that this program is successful and is the first of its kind to have a program implemented after a study has been completed.

Director Burgis asked that, as ECCTA, help connect the population using this program to other resources available to them. After an inquiry from Director Burgis, regarding the use of buses, DeAnna Perry stated that tracking will be done to ensure that the passes are being used and provide support.

On motion by Director Glover, seconded by Director Williams, ECCTA Board members authorized 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, carried by the following vote:

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

B. Website RFP Award

Manager of Administrative Services Joe Chappelle reported the current state of the ECCTA website. Mr. Chappelle reported on an incident in April 2022 where our current website host GoDaddy, had a two-day server outage that brought down both of ECCTA's websites. Director Burgis and Director Glover both inquired about our current hosting costs in comparison to the cost of our new website provider. Mr. Chappelle and Mr. Barnes reviewed the functionality of our new provider, the improvements, and the capabilities that ECCTA staff will now have. Information on the inquiries of cost, comparing the current provider with the new provider will be given at the next board meeting.

On motion by Director Burgis, seconded by Director Glover, ECCTA Board members approved 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, carried by the following vote:

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

C. Code of Conduct Policy

Chief Executive Officer Rashidi Barnes requested that this item be postponed.

On motion by Director Scales-Preston seconded by Director Williams, the ECCTA Board members approved the postponement of item 7c Code of Conduct Policy, carried by the following vote:

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

D. Brentwood Oktoberfest

Manager of Customer Service and Marketing Leeann Lorono presented the Brentwood Oktoberfest event and the ask received for ECCTA to provide a shuttle service from the Brentwood Park and Ride to the event. The route is a short route but critical for volunteers and others who need help getting to the festival. Leeann Lorono provided a list of items within the trade agreement for ECCTA providing this shuttle service. Amy Tilley from the downtown Brentwood Coalition spoke on behalf of Brentwood regarding the request for the shuttle and the need for the shuttle based on the space and attendance that they anticipate seeing for the Oktoberfest event.

Director Burgis requested a report out after the event and the cost value for requests that are made in the future. Director Williams commented in support of the shuttle as it reaches a different audience and reframes public transit. Director Bryant expressed appreciation for the shuttle and in support of the shuttle. Director Glover also commented in support of the shuttle. Director Craft inquired if we have a budget for a request like this. Mr. Barnes stated that this is within the budget. A further inquiry into the budget can be brought at another meeting as an agenda item. As requested by Director Williams, in the future a report of the demographics of where people are coming from will be provided.

ECCTA requested guidance regarding the operation of a special shuttle for the Brentwood Oktoberfest. Unanimous consent was given by the Board of Directors.

E. Maintenance Staffing and Salary Changes

Chief Operating Officer Toan Tran presented the ECCTA maintenance function and operation. Mr. Tran reviewed the current wages of maintenance staff and the adjustment that is being requested. In addition to this Mr. Tran also reviewed the reclassification of the Service Worker position as well as the Lead Mechanic.

On motion by Director Glover seconded by Director Scales Preston, the ECCTA Board members approved 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 Lead Service Worker pay to 105% of the top pay in their classification, carried by the following vote:

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

F. Land Acquisition Apollo Court

Chief Operating Officer Toan Tran reviewed the current facility structure of ECCTA. Mr. Tran stated that an expansion is needed to continue to grow with the zero-emission initiative. Mr. Tran reviewed the critical tasks that will be needed for the acquisition, and re-zoning from the City of Antioch.

On motion by Director Glover seconded by Director Burgis, the ECCTA Board members approved resolution #230927F authorizing the Chief Executive Officer to enter into a purchase agreement with K M Favadei Living Trust for the amount of \$2,000,000, carried by the following vote:

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

BOARD OF DIRECTORS COMMENT

Directors Scales-Preston reported the groundbreaking of the dream course gymnasium in Pittsburg. Director Scales-Preston expressed gratitude for ECCTA providing the shuttle service to the Seafood Festival.

Director Bryant expressed gratitude toward the Downtown Brentwood Coalition.

Director Williams reported on the Heart of Oakley Festival and the Oaktober event coming up.

ADJOURNMENT

The meeting of the Eastern Contra Cost Transit Authority adjourned at 4:59 p.m. until October 25, 2023, at 4:00 p.m. 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 September 30, 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	\$ 433,425	\$ 301,069	\$ 132,356	\$ 458,606	\$ 248,572	\$ 210,034	\$ (25,181)	\$ 52,497	\$ (77,678)	\$ 1,813,298	\$ 984,639	\$ 828,659	24%	31%	16%	
Other Income	\$ 140,236	\$ 47,500	\$ 92,736	\$ 121,611	\$ 47,499	\$ 74,112	\$ 18,625	\$ 1	\$ 18,624	\$ 490,741	\$ 190,000	\$ 300,741	29%	25%	31%	
	\$ 573,661	\$ 348,569	\$ 225,092	\$ 580,217	\$ 296,071	\$ 284,146	\$ (6,556)	\$ 52,498	\$ (59,054)	\$ 2,304,039	\$ 1,174,639	\$ 1,129,400	25%	30%	20%	
TOTAL OPERATING REVENUES	\$ 1,614,375	\$ -	\$ 1,614,375	\$ 428,025	\$ -	\$ 428,025	\$ 1,186,350	\$ -	\$ 1,186,350	\$ 1,712,109	\$ -	\$ 1,712,109	94%		94%	
Federal Funds	\$ 3,246,285	\$ 2,997,028	\$ 249,257	\$ 6,898,027	\$ 5,518,867	\$ 1,379,160	\$ (3,651,742)	\$ (2,521,839)	\$ (1,129,903)	\$ 25,968,665	\$ 20,589,362	\$ 5,379,303	13%	15%	5%	
State Funds	\$ -	\$ (15,986)	\$ -	\$ 688,821	\$ 298,899	\$ 389,922	\$ (704,807)	\$ (314,885)	\$ (389,922)	\$ 2,755,287	\$ 1,195,596	\$ 1,559,691	-1%	-1%	n/a	
Local Funds	\$ -	\$ -	\$ -	\$ 633,021	\$ 633,021	\$ -	\$ (633,021)	\$ (633,021)	\$ -	\$ 2,532,085	\$ 2,532,085	\$ -	8%	8%	n/a	
Inter-Operator Agreements	\$ 5,012	\$ 4,170	\$ 842	\$ 14,997	\$ 12,498	\$ 2,499	\$ (9,985)	\$ (8,328)	\$ (1,657)	\$ 60,000	\$ 50,000	\$ 10,000	8%	8%	8%	
Interest & Other Misc Income	\$ 4,849,686	\$ 2,985,212	\$ 1,864,474	\$ 8,662,891	\$ 6,463,285	\$ 2,199,606	\$ (3,813,205)	\$ (3,478,073)	\$ (335,132)	\$ 33,028,146	\$ 24,367,043	\$ 8,661,103	15%	12%	22%	
	\$ 5,423,347	\$ 3,333,781	\$ 2,089,566	\$ 9,243,108	\$ 6,759,356	\$ 2,483,752	\$ (3,819,761)	\$ (3,425,575)	\$ (394,186)	\$ 35,332,185	\$ 25,541,682	\$ 9,790,503				
TOTAL REVENUES	\$ 5,347,255	\$ 3,470,482	\$ 1,876,773	\$ 5,384,141	\$ 3,536,617	\$ 1,847,524	\$ 36,886	\$ 66,135	\$ (29,249)	\$ 20,459,235	\$ 13,145,945	\$ 7,313,290	26%	26%	26%	
OPERATING EXPENSES																
Purchased Transportation	\$ 1,358,896	\$ 1,076,300	\$ 282,596	\$ 1,459,517	\$ 1,196,674	\$ 262,843	\$ 100,621	\$ 120,374	\$ (19,753)	\$ 5,338,844	\$ 4,296,981	\$ 1,041,863	25%	25%	27%	
Materials and Supplies	\$ 1,374,276	\$ 1,191,907	\$ 182,369	\$ 1,596,583	\$ 1,404,996	\$ 191,587	\$ 222,307	\$ 213,089	\$ 9,218	\$ 6,386,332	\$ 5,619,980	\$ 766,352	22%	21%	24%	
Salaries & Benefits	\$ 364,947	\$ 260,119	\$ 104,828	\$ 327,914	\$ 226,373	\$ 101,541	\$ (37,033)	\$ (33,746)	\$ (3,287)	\$ 1,230,818	\$ 899,350	\$ 331,468	30%	29%	32%	
Services	\$ 98,235	\$ 81,587	\$ 16,648	\$ 121,069	\$ 107,211	\$ 13,858	\$ 22,834	\$ 25,624	\$ (2,790)	\$ 459,753	\$ 396,145	\$ 63,608	21%	21%	26%	
Other	\$ 618,714	\$ 507,421	\$ 111,293	\$ 288,747	\$ 231,774	\$ 56,973	\$ (329,967)	\$ (275,647)	\$ (54,320)	\$ 1,154,991	\$ 927,097	\$ 227,894	54%	55%	49%	
Casualty and liability insurance	\$ 74,803	\$ 61,964	\$ 12,839	\$ 59,960	\$ 51,731	\$ 8,229	\$ (14,843)	\$ (10,233)	\$ (4,610)	\$ 282,334	\$ 240,787	\$ 41,547	26%	26%	31%	
Utilities	\$ 5,282	\$ 3,977	\$ 1,305	\$ 5,177	\$ 3,980	\$ 1,197	\$ (105)	\$ 3	\$ (106)	\$ 19,878	\$ 15,397	\$ 4,481	27%	26%	29%	
Taxes	\$ 9,242,408	\$ 6,653,757	\$ 2,588,651	\$ 9,243,108	\$ 6,759,356	\$ 2,483,752	\$ 700	\$ 105,599	\$ (104,899)	\$ 35,332,185	\$ 25,541,682	\$ 9,790,503	26%	26%	26%	
	\$ (3,819,061)	\$ (3,319,976)	\$ (499,085)	\$ -	\$ 0	\$ -	\$ 3,819,061	\$ 3,319,976	\$ 499,085	\$ 0	\$ 0	\$ -				
EXCESS REV/(EXP)																

OPERATING REVENUES
 Passenger Fares
 Other Income
Total Operating Revenues:

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

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


EXCESS REV/(EXP)

Staff Report to ECCTA Board of Directors

Meeting Date: October 25, 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>HAVEN'T HEARD ABOUT CLIPPER START? FIND OUT ABOUT IT TODAY!!!!</p> <p>Need help paying for transit? Get up to 50% off Bay Area bus, ferry, train!</p> <p>¿Necesita ayuda para pagar el transporte público? Obtenga hasta un 50% de descuento en los autobuses, ferris y trenes del área de la Bahía.</p> <p>See if you qualify START clipperstartcard.com</p> <p>Vea si reúne los requisitos START clipperstartcard.com</p> <p><small>If information is needed in another language, please call 1-925-754-6168. Si necesita información en español, llame al 1-925-754-6168. 如需其他语言的帮助, 请拨打 1-925-754-6168. Kuny kalangalan ng impormasyon sa ibang wika, magpangang makipag-ugnayan sa 1-925-754-6168. Để biết thông tin, hãy gọi 1-925-754-6168.</small></p>	<h3>October Marketing Campaign</h3> <p>This month's ad campaign was for Clipper START. This very important program is gaining ground, but is still underutilized with much of our service area.</p> <p>Signage is up in the fixed route buses and on the outside of a few fixed route buses. Brochures are handed out at events and an ad is featured in the October Monthly Grapevine.</p>
 <p>THANK YOU TO OUR RIDERS</p>	<h3>September Transit Month</h3> <p>Transit was highlighted by all Bay Area agencies in the month of September. One of the goals was to challenge riders to ride on September 16th in order to break the transit record from the previous year. We are happy to say that in September 2022, across Bay Area agencies, there were 500k+ riders and on September 16, 2023 ridership totaled 600k! Thank you, riders.</p>

Sharing News and Information

Tri Delta Transit is about connecting people to where they want and need to go, but also connecting with our riders for a great rider experience. One of the ways we do that is to provide news and information to our riders.

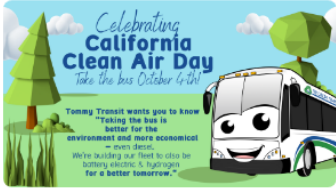
Here are some of the featured posts in October.

1. **Clean Air Day** - promoting taking the bus not driving for a greener planet.
2. **Hispanic Heritage Month** – learn about why this is celebrated and about rich culture and contributions.
3. **Indigenous People’s Month** – increase awareness for their contributions as well.
4. Tri Delta Transit, County Connection, and WestCat, and LAVTA co-presented the **One-Seat Regional Ride Program at APTA**.
5. Helpful tips for riding the bus to the various **Halloween events**. Be Careful and Be Seen.
6. Tri Delta Transit’s compliance department published materials on **cyber security**. We shared these tips with our riders so that they could take precautions too.

Plus, more items like the **emergency alert test** happening and **MTC survey takers** on our buses through November.

Tri Delta Transit @TriDelt... • Just now
Tri Delta Transit is celebrating California @CleanAirDay. Taking Transit is healthy for the environment - just ask Tommy Transit. Do what you can today, October 4th, or any day, to make the world a better place.

Visit cleanairday.org.



Tri Delta Transit @TriDelt... • Just now
Tri Delta Transit is for everyone! From September 15th to October 15th, we honor Hispanic Heritage Month. Here are a few websites to learn what the month is about:

<https://www.hispanicheritagemonth.org/>
<https://latino.si.edu/hispanic-heritage-month>
<https://www.hispanicheritagemonth.gov/>



Tri Delta Transit @TriDelt... • Just now
Tri Delta Transit honors and celebrates Indigenous People’s Day.

Spread awareness for why today is important. Some information sources include: www.whitehouse.gov and www.nytimes.com. Learn about California’s history at <https://nahc.ca.gov/resources/california-indian-history>.



Tri Delta Transit @TriDelt... • Just now
Contra Costa is redefining mobility with the One-Seat Regional Ride program – streamlining paratransit service across our operating areas. We are honored to co-present at this week’s American Public Transportation Association (@apta_info) EXPO with @wheelsbus, @WCCTA & @cccta.



Tri Delta Transit wants you to know:

Most cyber incidents start with a phish. To stop it, report it. #CybersecurityAwarenessMonth

Tips for Spotting a Phishing Attempt:
1) They create a sense of urgency or claim to need help.
2) They ask for personal or financial info.
3) They want you to download a file or click on a link.

Visit cisa.gov for more information. #SecureOurWorld

Tri Delta Transit wants you to be safe this Halloween!

If taking the bus to your festivities: 1) Keep your phone light on so that you can be seen at our bus stops. 2) Be careful when boarding on or off the bus to make sure your costume doesn’t make you trip. 3) Have fun!



IF IT LOOKS PHISHY, IT PROBABLY IS.
Report phishing and block the sender.



ATTENTION RIDERS:
Metropolitan Transportation Commission (MTC) is conducting ridership surveys on random buses through November 16th. YOUR HELP IS NEEDED. Please take a moment to take a survey if you are asked. The survey will help shape transportation in the future.

On-Bus Passenger Survey
We need your help!

Dates surveys will be done on select buses: **Sept. 19th - Nov. 16th**

ALL surveyors are to be identified by:



The survey is to: **Collect data on post-pandemic transit trips & current ridership**



trideltatransit
Rider Alert:

FBI - If you are near or within earshot of a cellphone, radio, or TV, you will hear a nationwide emergency alert test expected to be at 11:20 a.m. in California.

Ongoing Projects:

With Tri Delta Transit you can "fly" to BART to connect with #FleetWeek!

Most Tri Delta Transit routes connect to a BART station. If you plan to attend Fleet Week, take a bus to BART to skip the traffic and parking mess.

Thank you to all the armed services. We salute you!



Tri Delta Transit
5 days ago

Tri Delta Transit takes you places!

Take Route 388 to a family fun event - the Pittsburg Chamber Spooktacular! Fun activities, candy, face painting,...

Read more



Tri Delta Transit takes you places!

Riding on Tri Delta Transit is not scary at all, but the Haunted House is most likely. Take Route 381 and have a lot of fun.

Post pics #trideltatransit



Tri Delta Transit takes you places!

Take Route 391 to Pawstoberfest on Saturday, October 28th, from 10 a.m. to 5 p.m. at Veteran's Park in Brentwood. Admission is FREE for this four-legged event. All donations and proceeds will directly support ongoing rescue operations for homeless, abused, and/or abandoned dogs in the East Bay Area.

Dogs are allowed on Tri Delta Transit in carriers. So go and have fun supporting a cause.



Tri Delta Transit takes you places.

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

We're the official shuttle of Brentwood's Oktoberfest. Put this fun event on your calendar for Saturday, October 14th, in Downtown Brentwood from 1-7 pm. There's fun for everyone!

Stop by and visit our booth!



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

Did you have fun at the Pittsburg Spooktacular? Want to wear your Halloween costume again? Take Route 395 to The Streets of @BrentwoodCA for the fun, FREE 'Treats at Streets' event on Friday, Oct. 27, from 5-7 p.m.

Trick or treating & more!



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

Take Route 391 to the Brentwood Chamber of Commerce Hometown Halloween event on Saturday, October 28, from 4:00 pm to 8:00 pm in Downtown Brentwood.

Have fun, post pictures, and tag us: @trideltatransit



After the Spooktacular you can go to the Halloween Bash at Small World Park on Saturday, October 28th from 12pm-5pm. All ghosts, ghouls, goblins, Superhero's, princesses, and more can take Route 380 to attend this enchanting event.

Have fun!



Transit Takes You Places

Tri Delta Transit is your Halloween connection! Our routes can connect you to many of the fun Halloween celebrations being put on in the communities we serve. Just look at a few that were featured in our Tri Delta Transit 'Takes You Places' social media campaign.

Plus, in October, we promoted important Bay Area events, such as taking transit to Fleet Week.

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:



Brentwood Oktoberfest

Tri Delta Transit was proud to be the shuttle for this year's Brentwood Oktoberfest on Saturday, October 14th.

The event was a huge success. Tri Delta Transit provided information regarding Accessible Services and senior transportation, plus we gave out numerous paper buses and goodies.

We look forward to bringing you attendance numbers and the value of the trade.

SOCIAL MEDIA ANALYTICS

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

MAIN ACCOUNTS	MONTHS		
Followers	JULY 2023	AUGUST 2023	SEPTEMBER 2023
Facebook	1.3k	1.3k	1.3k
Instagram	969	974	985
X (Twitter)	1,027	1,026	1,032
LinkedIn	367	391	406

NEW ALERT ACCOUNTS	MONTHS		
Followers	JULY 2023	AUGUST 2023	SEPTEMBER 2023
Facebook	35	37	40
Instagram	76	77	79
X (Twitter)	9	10	12

*Instagram back

X (TWITTER)	MONTHS		
	JULY 2023	AUGUST 2023	SEPTEMBER 2023
Impressions	4,500	5,255	10.9k
Engagement	42	5 new followers	2 new followers
Retweets	44	34	N/A
Likes - New	2	Not available	N/A

**All analytics are not available for X in September.

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

Agenda Item #5c
*Eastern Contra Costa Transit Authority
Board of Directors Meeting
October 25, 2023*

TAB 2

Agenda Item #6
CEO's Report

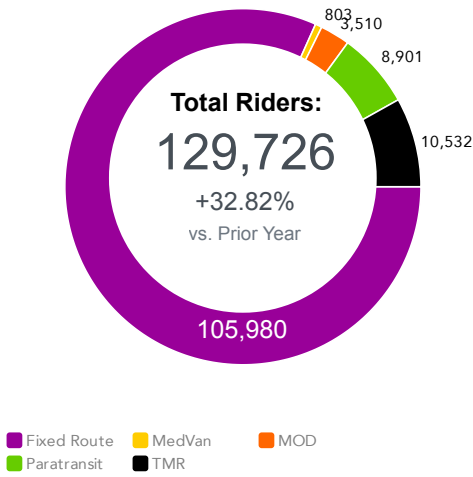
Board of Directors Meeting

Wednesday October 25, 2023

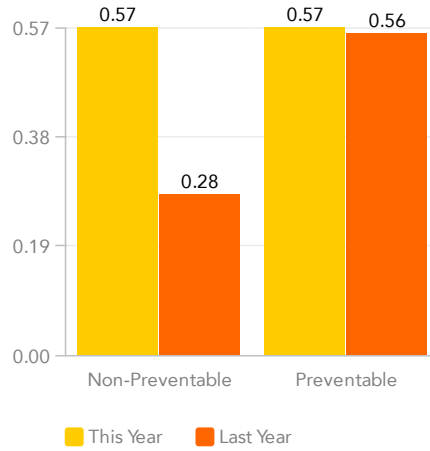
ECCTA Boardroom
801 Wilbur Avenue, Antioch, CA 94509

TRI DELTA TRANSIT Performance Summary

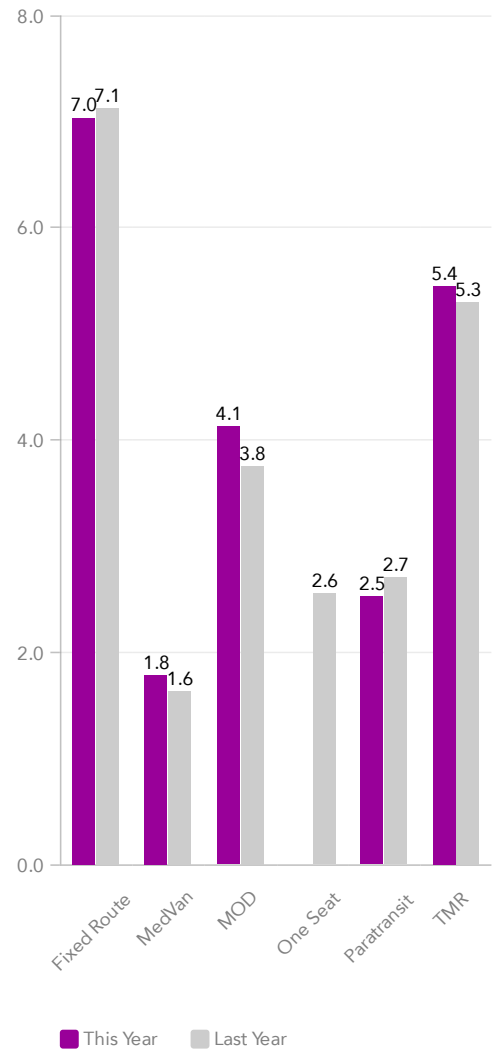
Ridership



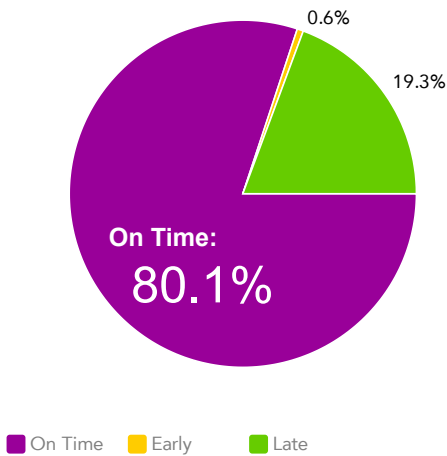
Accidents / 100K Miles



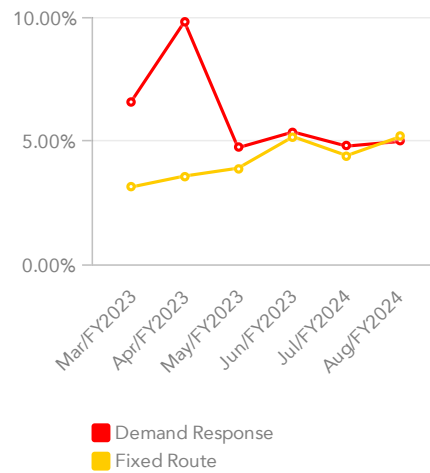
Passengers Per Revenue Hour



On Time Performance



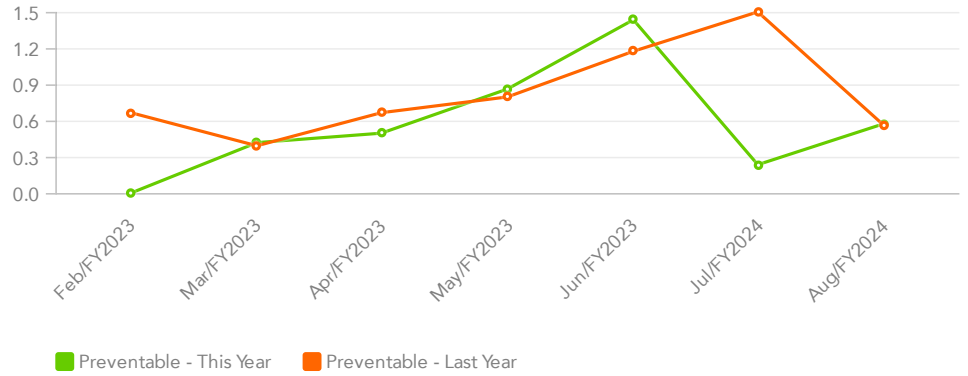
Cost Recovery Ratio



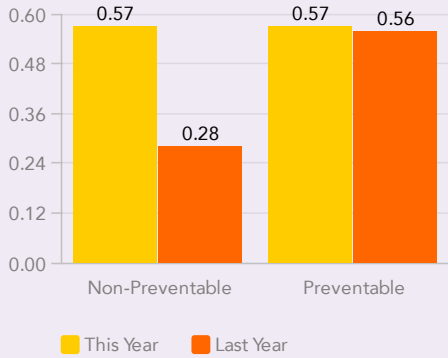
Preventable Accident Report

	Accidents	Per 100,000 Miles
Mar/FY2023	4	0.42
Apr/FY2023	4	0.50
May/FY2023	3	0.86
Jun/FY2023	5	1.44
Jul/FY2024	1	0.23
YTD 2023	2	0.56
YTD 2024	2	0.57
YTD Change	0	1.79%

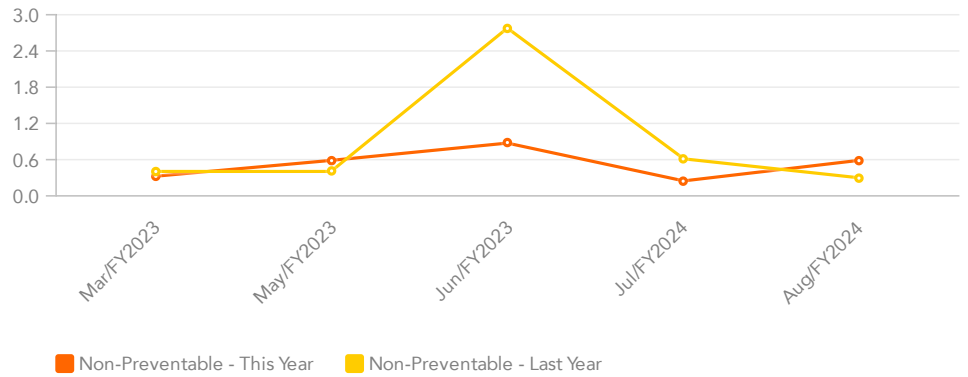
Preventable Accidents Per 100,000 Miles Last Six Months - System Wide



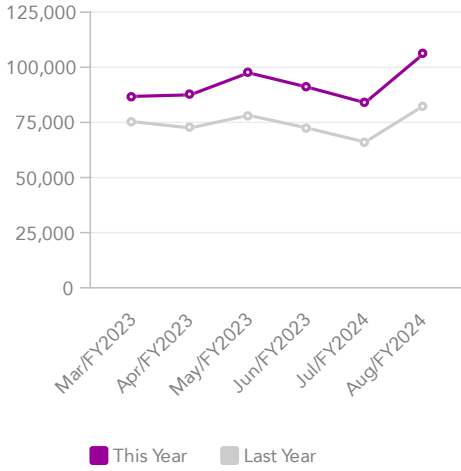
Year To Date - System Wide Accidents Per 100,000 Miles



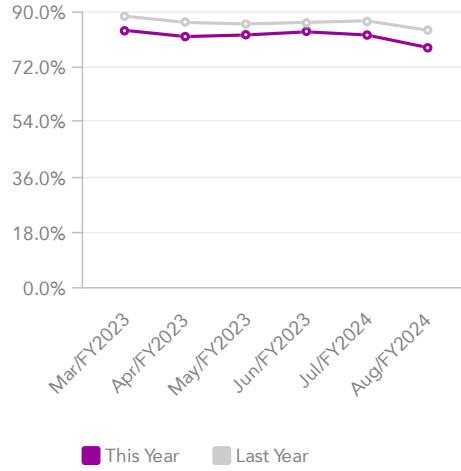
Non-Preventable Accidents Per 100,000 Miles Last Six Months - System Wide



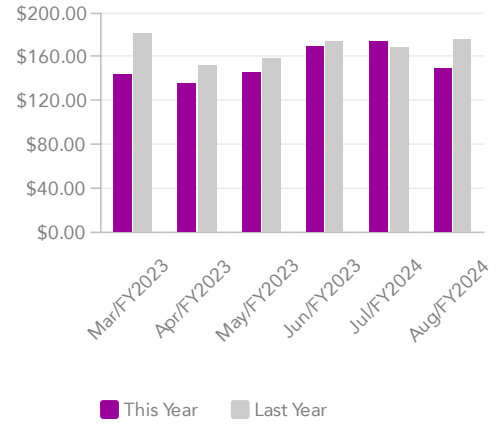
Total Ridership



On Time Performance



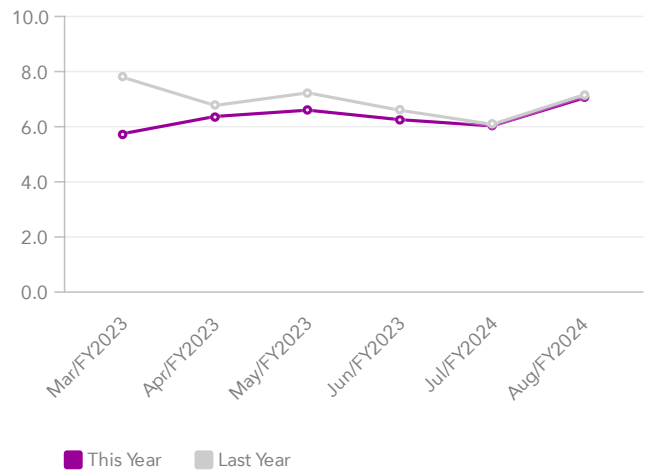
Operating Cost Per Revenue Hour



YTD Report - Fixed Route

	Metric	This Year	Prior Year	% Change
Customer Service	% of Trips On Time	78.10	83.86	-6.9%
	Average Miles Between Roadcalls	4,600.74	0.00	
	Complaints Per 100k Riders	35.86	32.96	+8.8%
	Ridership Per Rev. Hour	7.04	7.12	-1.1%
Financial	Operating Costs Per Rev. Hour	150.00	175.06	-14.3%
Ridership	Ridership	105,980.00	81,923.00	+29.4%

Passengers Per Revenue Hour





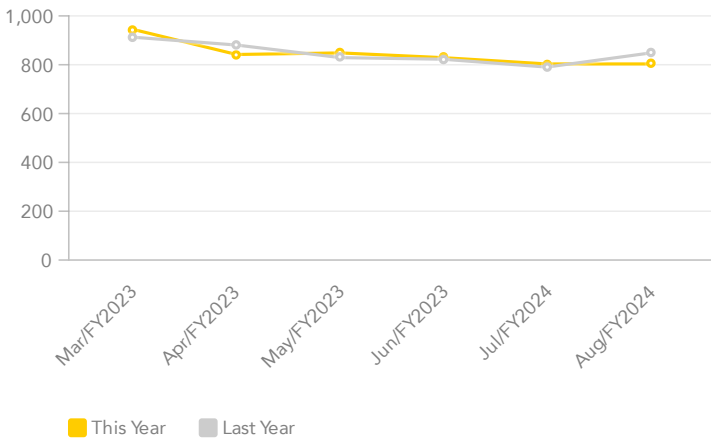
MedVan, Paratransit, and MOD Performance

YTD Report

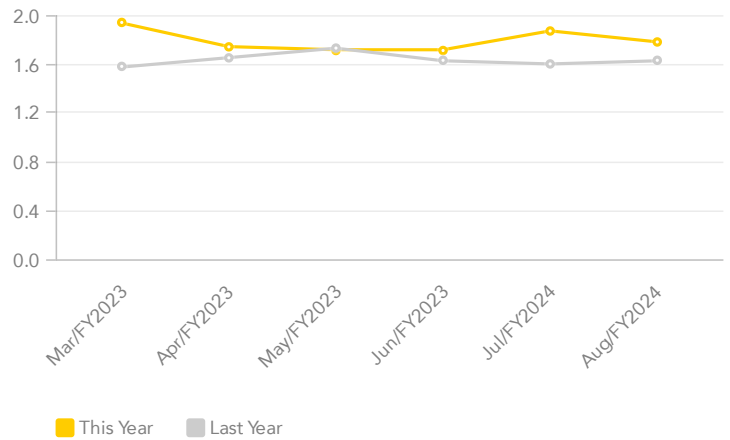
MedVan

	Metric	This Year	Prior Year	% Change
Customer Service	% of Trips On Time	94.36	92.63	+1.9%
	Complaints Per 100k Riders	0.00	354.19	-100.0%
	Ridership Per Rev. Hour	1.78	1.63	+9.2%
Financial	Operating Costs Per Rev. Hour	139.85	111.12	+25.9%
Ridership	Ridership	803.00	847.00	-5.2%

Total Ridership



Passengers Per Revenue Hour



YTD Report

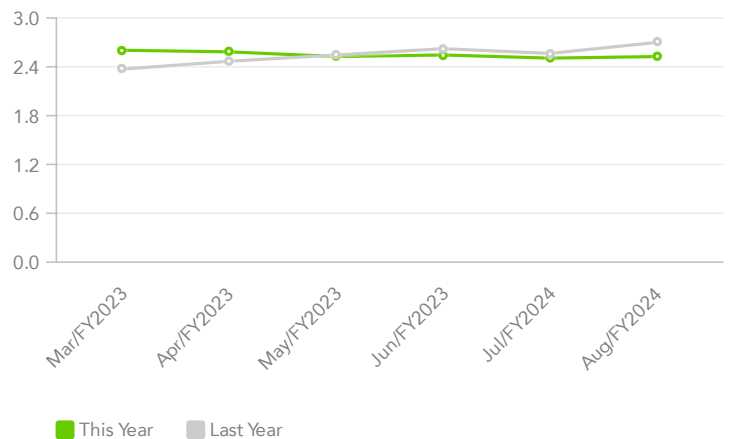
Paratransit

	Metric	This Year	Prior Year	% Change
Customer Service	% of Trips On Time	88.51	91.75	-3.5%
	Complaints Per 100k Riders	202.22	305.93	-33.9%
	Ridership Per Rev. Hour	2.52	2.70	-6.7%
Financial	Operating Costs Per Rev. Hour	136.47	120.91	+12.9%
Ridership	Ridership	8,901.00	7,518.00	+18.4%

Total Ridership



Passengers Per Revenue Hour

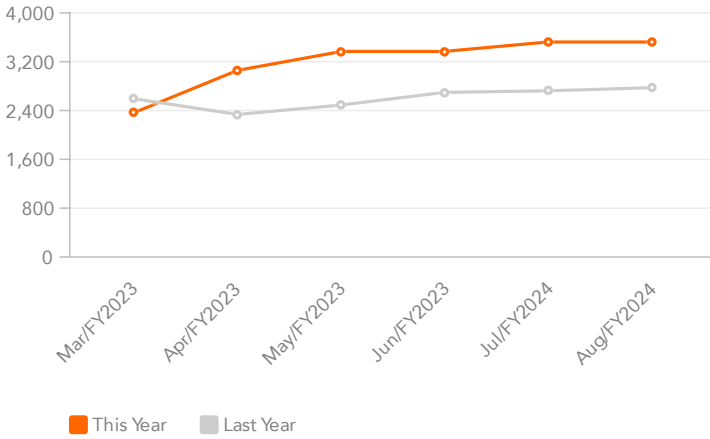


YTD Report

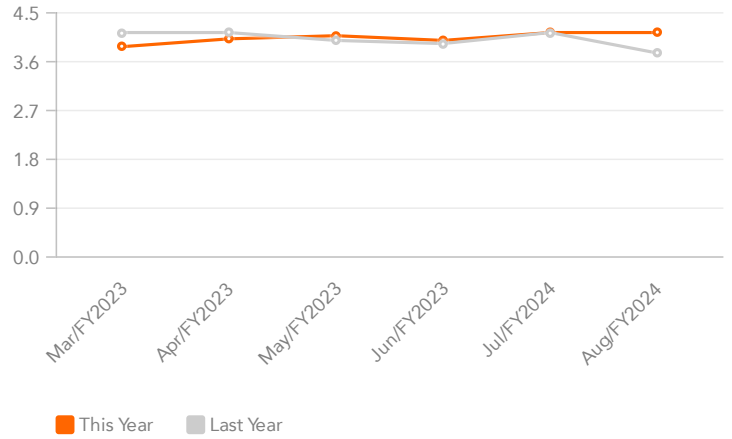
MOD

	Metric	This Year	Prior Year	% Change
Customer	Complaints Per 100k Riders	0.00	0.00	
Service	Ridership Per Rev. Hour	4.13	3.75	+10.1%
Financial	Operating Costs Per Rev. Hour	100.43	91.66	+9.6%
Ridership	Ridership	3,510.00	2,765.00	+26.9%

Total Ridership



Passengers Per Revenue Hour

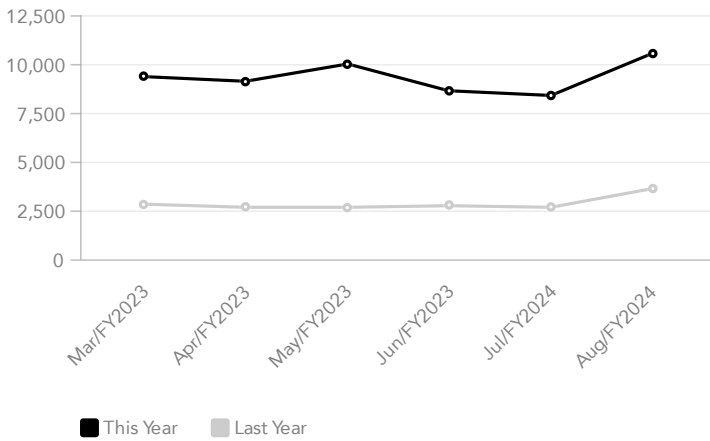


YTD Report

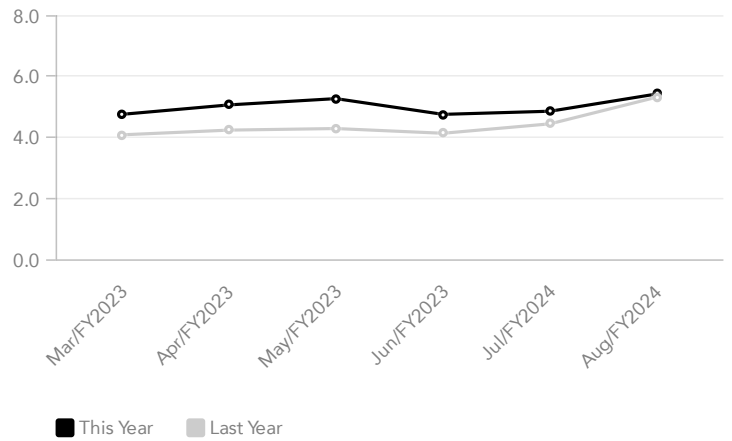
TMR

	Metric	This Year	Prior Year	% Change
Customer	Complaints Per 100k Riders	56.97	165.65	-65.6%
Service	Ridership Per Rev. Hour	5.44	5.30	+2.6%
Financial	Operating Costs Per Rev. Hour	134.60	109.48	+22.9%
Ridership	Ridership	10,532.00	3,622.00	+190.8%

Total Ridership



Passengers Per Revenue Hour



TAB 3

Agenda Item #7a

ACTION ITEM: Marketing Policy Updates

Board of Directors Meeting

Wednesday October 25, 2023

ECCTA Boardroom

801 Wilbur Avenue, Antioch, CA 94509

Staff Report to ECCTA Board of Directors

Meeting Date: October 25, 2023

Agenda Item: Marketing Policy Updates – Agenda Item #7a

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

Approved: Rashidi Barnes, Chief Executive Officer



Background

The current marketing policies approved by the Board of Directors are:

1. The Advertising Policy created in May 1998 (amended January 2004 and again in September 2005), and
2. The Bus Back Policy approved in September 1998 (not updated to date), and
3. The Advertising Space Policy created in May 1998 (not updated to date).

The Advertising Policy pertains to advertising content approved to be on ECCTA property such as shelters and buses. Currently, the only advertising done is on ECCTA fixed route buses.

The Bus Back Advertising Policy is the governance for bus board advertising on our paratransit buses extended as trade or community service to companies doing business in our service area.

The Advertising Space Policy governs the types of ads the agency allows in any type of advertising, current or future. The Advertising Space Policy is a point included in all marketing policies and contracts.

Discussion

With the current advances in technology and vast changes that have taken place since 2004, such as social media, it is necessary to revise all three marketing policies, as well as build within the consolidated Advertising Policy governance for potential avenues, such as online advertising for the website, social media, and advertising on mobile apps.

The comprehensive Advertising Policy will contain all points from the previous policies, as well as:

- Include additional products not to be advertised on ECCTA property
- Governance for advertising on shelters, at stops, and at Mobility Hubs and/or Park 'n Rides, online advertising on ECCTA platforms – website, media channels, on social media, and advertising in apps
- Amends the policy to include contract terms, clarification of production, installation and storage, and rights of refusal that are parts of the signed contract terms in order to complete the policy

Changes include, but are not limited to:

- Addition of cannabis in list of items not to be advertised
- Applied graphics must not cover any required vehicle signage such as stopping at railroad crossings
- Future advertising on other properties, such as at Mobility Hubs and/or Park 'n Rides would be governed by the Advertising Policy, as well as not allowing others to post advertisements or leaflet automobiles.
- The addition of a policy for management of and usage of social media platforms, such as:
 - ECCTA does not endorse or support statements, links, posts, or comments made on our social media channels, nor do we guarantee the accuracy of shared materials.
 - Procedure for taking down inappropriate posts from external sources
 - Governance for staff posting
- ECCTA reserves the right to allow advertising on any of its property at a future time.

Financial Impact

No expenses are expected. Advertising costs would be deferred to the advertiser. Possible revenue from additional advertising.

Requested Action

Adopt Resolution #231025A authorizing the proposed comprehensive ECCTA Advertising Policy to replace the three separate advertising policies previously adopted by the board.

Attachments:

- Exhibit A - Advertising Policy (comprehensive)
- Advertising Policy amended September 21, 2005
- Bus Back Policy approved in September 1998
- Advertising Space Policy Approved in May 1998



TRI DELTA TRANSIT

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

RESOLUTION #231025A ADVERTISING POLICY AMENDMENT

Resolution # 231025A authorizes ECCTA to amend the previously adopted Advertising Policies Resolution #050921f adopted the 21st day of September, 2005.

WHEREAS, the Eastern Contra Costa Transit Authority (“ECCTA”), subject to its Advertising Policy, provides advertising space on its fixed route buses through a contracted company, for the sole purpose of generating revenue, and on paratransit buses for trade or to promote community services to local organizations in Eastern Contra Costa County in the form of a Bus Back Program;

WHEREAS, ECCTA does not provide such advertising space for the purpose of providing a forum for expression or to advertise items that do not match with our mission or brand or policies; and

WHEREAS, on the 27th day of May, 1998 ECCTA approved its first advertising policy. That policy was subsequently amended the 28th day of January, 2004 and again on September 21, 2005; and

WHEREAS, ECCTA amends the policy to further detail the types of advertising that are aligned with ECCTA’s mission, brand, and policies; and

WHEREAS, ECCTA amends the policy to include contract terms, clarification of production, installation and storage, and rights of refusal that are parts of the signed contract terms in order to complete the policy; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Eastern Contra Costa Transit Authority that the foregoing Recitals are true and correct and incorporated herein and form a part of this Resolution.

BE IT FURTHER RESOLVED that the Board of Directors of the Eastern Contra Costa Transit Authority hereby adopt the ECCTA Advertising Policy, attached hereto as Exhibit A; and

PASSED AND ADOPTED THIS 25th day of October 2023, by the following votes:

EASTERN CONTRA COSTA TRANSIT AUTHORITY

Lamar Thorpe, Chair

Rashidi Barnes, Chief Executive Officer

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



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:	ADVERTISING POLICY
DEPARTMENT:	Marketing
DATE APPROVED:	May 27, 1998
DATES OF APPROVED REVISIONS:	ADVERTISING POLICY Amended #050921f September 21, 2005 & #040128c January 28, 2004 BUS BACK POLICY, September 1998 ADVERTISING SPACE POLICY, May 1998

ECCTA either provides or has the potential to provide advertising space in the following mediums to companies doing business within our service area:

- Advertising Policy – paid advertising on fixed route bus managed by contractor
- Bus Back Advertising – community service and trade advertising on paratransit vehicle
- Other TDT Property- on shelters, at stops, at mobility hubs and/or park ‘n ride facilities
- On Platforms - website, social media advertising, or channel advertising such as YouTube
- Mobile advertising – advertising on apps
- Transit Publications – include but are not limited to schedules, outreach materials, brochures, newsletters, e-blasts, and transit signage or printed materials.

THE ADVERTISING POLICY IS AS FOLLOWS:

The Eastern Contra Costa Transit Authority (“ECCTA”), doing business as Tri Delta Transit (TDT) may provide advertising space on its property for the purpose of one of the following: generating revenue, trade advertising, or community support.

The intent of all advertising space is not to provide a forum for expression and shall prohibit the following products or services from being on advertising space: ads for or containing alcohol, tobacco, cannabis, firearms, or are sexually explicit, religious, or political in elements or nature. Advertising is to be complimentary to TDT and not contain materials that are adverse to the commercial or administrative interests of or be disparaging to ECCTA/TDT. Advertising must also not contain any material that is an infringement to copyright, trademark, or a service mark.



All requests for advertising space must be submitted to Manager of Marketing and Customer Service for approval by the CEO.

The CEO shall determine, prior to accepting advertising for posting, that the proposed advertising is consistent with Tri Delta Transit branding and this ECCTA Advertising Policy. ECCTA reserves the right to request changes or reject advertising if the advertising does not adhere to this Advertising Policy.

Advertisers may be requested to include Tri Delta Transit branding. Advertising that contains Tri Delta Transit graphics, logos, or representation must have express written consent of ECCTA and adhere to the advertising policy of ECCTA. Consent can be in the form of approval for the advertisement.

ECCTA shall be responsible for the daily administration of ECCTA's advertising in a manner consistent with this Policy and with the terms and conditions of any agreements with ECCTA.

ECCTA retains the right to cease its advertising program for its properties and allow no advertising whatsoever on its property, or only allow advertisements on a portion of its property.

Pertaining to Advertising medians:

A. APPLIED GRAPHICS PAID ADVERTISING:

- ECCTA contracts with an advertising contractor for the purpose of securing, managing, installing and removing approved paid applied graphic advertising on fixed route buses only.
- The advertising contractor shall adhere to ECCTA's current Advertising Policy, as it may be amended from time to time.
- The advertising contractor agreement binds the company to ECCTA's Advertising Policy and applies such policy uniformly to all third parties that request and contract with the company for paid advertising space on ECCTA's fixed route buses.
- Advertising that does not adhere to the Advertising Policy or is not correctly installed shall be removed and replaced by the advertising contractor at no cost to ECCTA.
- Advertising must not cover any required vehicle signage, such as railroad crossing or police identification decals.
- ECCTA relies on commercial applied advertising revenue to maintain service at a reasonable price for ECCTA passengers.

B. BUS BACK ADVERTISING

- Space on paratransit vehicles that is traded for advertising and/or booth space with media or community event organizers is traded for equal or greater value.
- Contract term dates are renewed each calendar year if needed.
- Community service ads are placed at no charge on a space available basis.



- ECCTA does not provide the bus back signs or artwork. Each company is responsible for artwork to be approved by ECCTA, production of signs according to specs, and deliver of signs for installation.
- Storage for bus back signs is on a very limited basis. ECCTA reserves the right to discontinue storage of signs based on space availability.
- ECCTA is responsible for the installation of the bus back signs.
- ECCTA is not responsible for any lost, damaged, or stolen bus back advertisements on Tri Delta Transit vehicles. Bus backs are to be replaced by the advertiser.

C. OTHER PROPERTY

- Currently ECCTA does not allow advertising on its bus shelters, at stops, or at Mobility Hubs and/or Park 'n Ride facilities. ECCTA reserves the right to allow advertising that complies with this policy for either paid advertising, community service, or trade advertising.
- Posting or adhering any sign, poster, notice, advertisement, leaflet, or written matter without the express written permission of ECCTA is prohibited. Posting or leaving any leaflet, paper, or written material on vehicles parked on or at an ECCTA facility or property is prohibited.

D. PLATFORMS

- Content on ECCTA platforms should only be placed by staff designated by the CEO.
- Staff will aim to make all communications as clear and concise as possible, which includes maintaining professional standards in terms of grammar and spelling. Communications should also not include acronyms or jargon unless explained.
- Platforms should be managed only through approved platforms.
- ECCTA does not necessarily endorse, support, sanction, encourage, verify, or agree with any Third-Party comments, messages, posts, opinions, advertisements, videos, reels, hyperlinks, linked websites, statements, commercial products or information received through our website, posted on our social media platforms or uploaded to any channel or platform.
- ECCTA may also occasionally share content from other social media platforms or websites that may be of interest to followers, and that support the agency's goals. Links to other resources are solely for convenience of the users and to provide additional information. ECCTA is not responsible for the accuracy, currency or reliability of the content of links posted by ECCTA or a Third Party and does not explicitly or implicitly endorse these sites or their content.
- Social media postings will not be considered public comments.
- Employees who are not authorized to post on ECCTA platforms, due to public record laws, should avoid posting official business posts on personal platforms without authorization from the CEO. If done, employee should make it clear that they do not speak on behalf of



the agency. Staff is recommended to place a disclaimer in their personal bio emphasizing the fact that all opinions are strictly their own.

- An employee may not disclose any work-related confidential or proprietary information on any social media, website, blog, or other internet platform.
- Content should not be shared if:
 - a. Commenting on posts with content that is not topically related to the content being engaged
 - b. Promotes or advertises commercial services, entities, or products not directly associated with ECCTA Tri Delta Transit
 - c. Promotes anything that is strictly prohibited in our advertising policy
 - d. Promotes, fosters, or perpetuates discrimination on the basis of creed, color, age, religion, gender or gender identity, marital status, sexuality or sexual orientation, status with regard to public assistance, national origin, physical or mental disability, or any other protected class
 - e. Provides information that may compromise the safety or security of the public or public systems
 - f. Violates legal ownership rights or copyrights
 - g. Is libelous or slanderous
 - h. Violates an individual's right to privacy
 - i. Criticizes or attacks any individual or the agency
- Inappropriate material will be subject to immediate removal. ECCTA will make an effort to notify the poster that the subject matter has been removed and why. ECCTA will refrain from blocking users who have been blocked from viewing official accounts.
- Inappropriate posting by staff could result in disciplinary action and loss of privilege, including replies to comments made by external users.
- Staff and board members should be mindful of any state and federal meeting guidelines when on social media and refrain from discussing issues.
- Any future paid advertising will be managed by authorized person who is paying for the advertisement and seeking reimbursement from ECCTA to ensure that agency financial information is not connected to a personal social media account.
- ECCTA's platforms, including websites, are subject to downtimes that may be out of its control. ECCTA accepts no responsibility for the platforms becoming unresponsive or unavailable. Additional apps and direct phone numbers are provided as alternatives to obtain information on services.



E. APPS

- ECCTA does send messages in the form of mobile notifications or promotional content through apps (currently Tri MyRide, Transit and Tri Delta Watch).
- Currently ECCTA does not allow advertising Third Party advertising on any app platforms. ECCTA reserves the right to allow advertising that complies with this policy for either paid advertising, community service, or trade advertising.



TRI DELTA TRANSIT

EASTERN CONTRA COSTA TRANSIT AUTHORITY

801 Wilbur Avenue
Antioch, California 94509
925.754.6622
925.757.2530 FAX

RESOLUTION #050921f AMENDING ECCTA's ADVERTISING POLICY

Resolution #050921f authorizes ECCTA to amend its Advertising Policy

WHEREAS, the Eastern Contra Costa Transit Authority ("ECCTA") provides advertising space on its property, including its buses, to assist in generating revenue for providing public transit to ECCTA; and

WHEREAS, ECCTA provides such advertising space for the sole purpose of generating revenue, and not for the purpose of providing a forum for expression; and

WHEREAS, it is the intent of ECCTA that all advertising space on ECCTA property shall be nonpublic fora, non-designated public fora, or other type of public fora.

WHEREAS, the sole purpose of ECCTA's provision of advertising space on its property, including its buses, is to generate additional revenue, and not to provide a forum for expression.

WHEREAS, ECCTA currently does not provide advertising space on its bus shelters; however, ECCTA may wish in the future, in its sole discretion, to allow for such advertising space for the sole purpose of generating revenue; and

WHEREAS, on May 27th, 1998 ECCTA approved its previous advertising policy; and

WHEREAS, on January 28, 2004, ECCTA approved its existing advertising policy.

WHEREAS, on July 1, 2005 ECCTA contracted with Lamar Advertising to act as ECCTA's advertising manager, to be bound by ECCTA's advertising policy, and to apply such policy uniformly to all third parties that request advertising space on ECCTA's buses; and

WHEREAS, in the wake of Hurricane Katrina's devastation, ECCTA desires to amend its existing advertising policy to apply to all of ECCTA's property, including its buses and bus shelters; and

WHEREAS, it is the intent of ECCTA to carve out an exception to its existing advertising policy in order to provide a forum for relief agencies to advertise their services during a national disaster which has resulted in the loss of life; and

WHEREAS, the economic viability of ECCTA's existing advertising program is partly dependant upon consumers' attitudes towards ECCTA.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of ECCTA that ECCTA hereby rescinds its advertising policy adopted on January 28, 2004, and hereby adopts the following new advertising policy:



1. All requests for advertising space must be submitted to the CEO. The CEO shall determine, prior to accepting such advertising for posting, that the proposed advertising is consistent with this ECCTA advertising policy.

2. ECCTA's advertising space shall not be used for political, religious, and/or other non-commercial, issue-oriented advertisements. In the event of the following exigent circumstances: (a) there is a federal or statewide disaster, natural or otherwise, and (b) loss of life has occurred as a direct result of the disaster, and (c) the President of the United States has made a declaration of a federal emergency, the CEO may decide, in her/his sole discretion, to allow ECCTA's advertising space to be used to support relief activities.

3. ECCTA's advertising space shall be used only for commercial advertisements, unless the advertising space is used pursuant to the exigent circumstance described in section 2 above. A "commercial advertisement" shall do no more than propose a commercial transaction.

4. ECCTA relies on advertising revenue to maintain services at a reasonable price for ECCTA passengers. Advertising rates are based on perceived class and consumer friendliness of the business advertising. Therefore, besides requiring every advertisement to be for a "commercial advertisement," ECCTA prohibits the following products and/or services from appearing on ECCTA advertising space: alcohol, tobacco, or nudity to sell any such products.

5. ECCTA currently allows no advertising on its bus shelters. ECCTA reserves the right to allow advertisements that comply with this policy on its bus shelters.

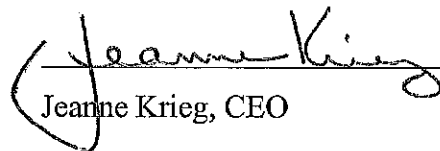
6. ECCTA retains the right to cease its advertising program for its property and allow no advertisements whatsoever on its property, or only allow advertisements on a portion of its property.

PASSED AND ADOPTED THIS 21st day of September 2005, by the following votes:

EASTERN CONTRA COSTA TRANSIT AUTHORITY



Carol Rios, Chair



Jeanne Krieg, CEO

AYES: 8
NOES: 0
ABSENT: 3
ABSTENTIONS: 0

Busback Advertising Policy

- Busback space is traded for advertising and/or booth space with community event organizers (CornFest, Rivertown Jamboree, County Fair, Seafood Festival, etc.)
- Community service ads such as Baby Shots and Contra Costa Food Bank are placed at no charge on a space available basis.
- ECCTA's advertising guidelines of no alcohol, tobacco, religion, or political ads are followed.
- Each ad is previewed to make certain it is not offensive or in poor taste.
- ECCTA does not provide the signs or artwork.
- ECCTA installs the signs.

Reviewed & approved 9/98

ADVERTISING SPACE POLICY

(5/27/98)

- Advertising that promotes Alcohol, Religion, Firearms, Tobacco, and/or Political candidates/issues/causes shall not be allowed on and/or in any Tri Delta Transit equipment.
- All ads shall be approved by Tri Delta Transit staff. Sexually explicit ads will be rejected.

TAB 4

Agenda Item #7b

ACTION ITEM: Clipper Bay Pass Phase 2 Agreement with MTC

Board of Directors Meeting

Wednesday October 25, 2023

ECCTA Boardroom
801 Wilbur Avenue, Antioch, CA 94509

Staff Report to ECCTA Board of Directors

Meeting Date: October 25, 2023

Agenda Item: Clipper BayPass Phase 2 Agreement with MTC - Agenda Item #7b

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

Approved: Rashidi Barnes, Chief Executive Officer 

Background

In November 2021, the Fare Integration Task Force adopted the Fare Policy Vision Statement directing staff to pilot a regional institutional pass product. In August 2022, the first phase of the Clipper® BayPass pilot was launched to pilot an unlimited-use product at four higher education institutions – the University of California, Berkeley, San Francisco State University, San Jose State University, and Santa Rosa Junior College, and 13 affordable housing properties.

A second phase of the pilot is scoped to include up to 10 employers or institutions. The Clipper BayPass product would be sold to employers or institutions at a revenue-neutral/positive price via one-year contracts for a maximum of a two-year Phase 2 pilot program. The cost of the passes to the selected employers will be determined by MTC staff and will be commensurate with the level of transit service nearby.

Discussion

The launch of Phase 2 requires the execution of a Participation Agreement with transit operators and MTC. This Participation Agreement (Agreement), included as Attachment 1, details guiding principles for the pilot, describes program mechanics, including revenue distribution strategies, and codifies consent to participate in the pilot. The Agreement sets out key terms and principles for a Clipper BayPass Pilot Program Participation Agreement. This document is intended to guide the final development of a Participation Agreement for execution by transit operators by October 31, 2023, allowing the Phase 2 pilot program to launch in December 2023.

Financial Impact

There is no fiscal impact associated with this action. Per the Agreement, ECCTA will be compensated for any foregone fare revenue associated with Clipper BayPass Phase 2.

Requested Action

Adopt Resolution #231025B approving ECCTA to participate in the regionwide Clipper BayPass program and authorize the Chief Executive Officer to sign the Clipper BayPass Phase 2 Participation Agreement for program commencement on December 1, 2023 and continue no later than June 30, 2026.

Attachment

1. Clipper BayPass Phase 2 Participation Agreement



TRI DELTA TRANSIT

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

RESOLUTION #231025B

Resolution Agreeing To Terms Of The 2023 Clipper® Bay Pass Pilot Programs Participation Agreement

WHEREAS, the Metropolitan Transportation Commission (MTC) is the regional transportation planning agency for the San Francisco Bay Area pursuant of Government Code Section 66500 et seq.; and

WHEREAS, on November 15, 2021, the Fare Integration Task Force, a special committee of the Clipper Executive Board, consisting of transit operators, MTC, and county transportation agencies, adopted a Bay Area Transit Fare Policy Vision Statement which called for the “deployment of an all-transit agency institutional/employer pass demonstration pilot in 2022, with a focus on educational institutions, affordable housing properties, and employers of various sizes, pending available resources/technical considerations;” and

WHEREAS, the Clipper BayPass Pilot Program was created in 2022 under the direction of the Fare Integration Task Force in order to deliver on the commitment to establish an institutional/employer pass pilot to evaluate the impact that an unlimited institutional regional transit pass may have on transit ridership, revenues, and customer experience. The Clipper BayPass Pilot Program is administered by staff from MTC and BART; and

WHEREAS, on August 1, 2022, the Parties launched Phase 1 of the Clipper BayPass Pilot Program at the University of California, Berkeley, San Francisco State University, San Jose State University, Santa Rosa Junior College and 13 affordable housing properties managed by MidPen Housing Corporation (“Clipper BayPass Phase 1 Participants”); and

WHEREAS, Operators consented to participate in Phase 1 of the Clipper BayPass Pilot Program prior to the August 1, 2022 launch of the program through written consent, consisting of governing board approval and/or executive director/general manager approval as conveyed to MTC by respective Operators; and

WHEREAS, Clipper BayPass Phase 1 Participants received Clipper BayPass at no cost as each of these institutional participants was in an existing contractual relationship with at least one Operator to purchase a transit pass product that provided access to one or more Operators’ transit service. MTC allocated State Transit Assistance funds to each Operator, starting in FY 2022-23 and to continue until the conclusion of the Phase 1 Pilot, to backfill any revenue impact from use of the Clipper BayPass by Clipper BayPass Phase 1 Participants; and

WHEREAS, Phase 2 of the Clipper BayPass Pilot Program will offer the Clipper BayPass product for sale to up to 10 employers and/or institutions in the Bay Area with a combined total of up to 20,000 individuals. Each employer/institutional customer of Phase 2, with the exception of Preexisting Institutional Pass Product customers, will enter into a one-year contract with MTC which will set forth the financial terms of the purchase of the Clipper BayPass product. Contracts will be subject to renewal on an annual basis, with financial terms subject to change. Preexisting Institutional Pass Product customers will maintain their existing contractual relationship with the Operator offering their Preexisting Institutional Pass Product with a separate additional contract with MTC for Phase 2 of the Clipper BayPass Pilot unless the Operator, MTC, and customer mutually agree to another contracting arrangement; and

WHEREAS, Phase 2 of the Clipper BayPass Pilot Program will begin on December 1, 2023 and continue to no later than June 30, 2026; and

WHEREAS, Eastern Contra Costa Transit Authority (ECCTA) wishes to participate in the Clipper BayPass program Phase 2 and understands that an agreement to abide by the terms and conditions of the 2023 Clipper BayPass Pilot Participation Agreement is a condition of such participation.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Eastern Contra Costa Transit Authority that the foregoing recitals are true and correct and incorporated herein and form a part of the resolution;

BE IT FURTHER RESOLVED, by the Board of Directors of the Eastern Contra Costa Transit Authority, to adopt Resolution #231025B authorizing the CEO to sign the 2023 Clipper BayPass Pilot Participation Agreement, attachment 1.

PASSED AND ADOPTED THIS 25th day of October 2023, by the following votes:

Lamar Thorpe, Chair

Rashidi Barnes, Chief Executive Officer

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

CLIPPER® BAY PASS PILOT PROGRAM PARTICIPATION AGREEMENT

This Clipper® BayPass Pilot Program Participation Agreement (the “Agreement”) is entered into as of the ____ day of _____, 2023 (the “Effective Date”), by and among the Metropolitan Transportation Commission (“MTC”) and the following transit operators participating in the Clipper® BayPass Pilot Program (referred to herein individually as an “Operator” or collectively as the “Operators”)¹:

Alameda-Contra Costa Transit District (“AC Transit”); Golden Gate Bridge Highway and Transportation District (“GGBHTD”); the San Francisco Bay Area Rapid Transit District (“BART”); the City and County of San Francisco, acting by and through its Municipal Transportation Agency (“SFMTA”); the San Mateo County Transit District (“SamTrans”); the Santa Clara Valley Transportation Authority (“VTA”); the Peninsula Corridor Joint Powers Board (“Caltrain”); Central Contra Costa Transit Authority; City of Fairfield, as the operator of Fairfield and Suisun Transit; City of Petaluma; Eastern Contra Costa Transit Authority; Livermore/Amador Valley Transit Authority; Marin County Transit District; Napa Valley Transportation Authority; Solano County Transit; Sonoma County Transit; Sonoma-Marín Area Rail Transit (“SMART”); Vacaville City Coach; Western Contra Costa Transit Authority; San Francisco Bay Area Water Emergency Transportation Authority; City of Santa Rosa; and City of Union City.

MTC and the Operators are referred to herein collectively as the “Parties” or individually as a “Party”.

RECITALS

WHEREAS, on November 15, 2021, the Fare Integration Task Force, a special committee of the Clipper Executive Board, consisting of transit operators, MTC, and county transportation agencies, adopted a Bay Area Transit Fare Policy Vision Statement which called for the “deployment of an all-transit agency institutional/employer pass demonstration pilot in 2022, with a focus on educational institutions, affordable housing properties, and employers of various sizes, pending available resources/technical considerations;” and

WHEREAS, as of January 1, 2023 several Operators offer their own employer/institutional pass products, such as AC Transit’s EasyPass Program, Caltrain’s GO Pass Program, SamTrans’ Way2Go Program, and VTA’s SmartPass Program, collectively referred to as “Preexisting Institutional Pass Products;” and

WHEREAS, the Clipper BayPass Pilot Program was created in 2022 under the direction of the Fare Integration Task Force in order to deliver on the commitment to establish an institutional/employer pass pilot to evaluate the impact that an unlimited institutional regional transit pass may have on transit ridership, revenues, and customer experience. The Clipper BayPass Pilot Program is administered by staff from MTC and BART; and

WHEREAS, the Clipper BayPass Pilot Program utilizes the Clipper fare payment system product known as the “Events Pass”. The Clipper BayPass Pilot Program provides individual participants with a transit pass good for unlimited travel on all transit services operated by the Operators that accept Clipper, with the exception of Cable Car service operated by the SFMTA (“Clipper BayPass”); and

WHEREAS, on August 1, 2022, the Parties launched Phase 1 of the Clipper BayPass Pilot Program at the University of California, Berkeley, San Francisco State University, San Jose State University, Santa Rosa Junior College and 13 affordable housing properties managed by MidPen Housing Corporation (“Clipper BayPass Phase 1 Participants”); and

WHEREAS, Operators consented to participate in Phase 1 of the Clipper BayPass Pilot Program prior to the August 1, 2022 launch of the program through written consent, consisting of governing board approval and/or executive director/general manager approval as conveyed to MTC by respective Operators; and

WHEREAS, Clipper BayPass Phase 1 Participants received Clipper BayPass at no cost as each of these institutional participants was in an existing contractual relationship with at least one Operator to purchase a transit pass product that provided access to one or more Operators' transit service. MTC allocated State Transit Assistance funds to each Operator, starting in FY 2022-23 and to continue until the conclusion of the Phase 1 Pilot, to backfill any revenue impact from use of the Clipper BayPass by Clipper BayPass Phase 1 Participants; and

WHEREAS, Phase 2 of the Clipper BayPass Pilot Program will offer the Clipper BayPass product for sale to up to 10 employers and/or institutions in the Bay Area with a combined total of up to 20,000 individuals. Each employer/institutional customer of Phase 2, with the exception of Preexisting Institutional Pass Product customers, will enter into a one-year contract with MTC which will set forth the financial terms of the purchase of the Clipper BayPass product. Contracts will be subject to renewal on an annual basis, with financial terms subject to change. Preexisting Institutional Pass Product customers will maintain their existing contractual relationship with the Operator offering their Preexisting Institutional Pass Product with a separate additional contract with MTC for Phase 2 of the Clipper BayPass Pilot unless the Operator, MTC, and customer mutually agree to another contracting arrangement; and

WHEREAS, Phase 2 of the Clipper BayPass Pilot Program will begin on December 1, 2023 and continue to no later than June 30, 2026; and

WHEREAS, the Clipper BayPass program is designed with a goal of generating new riders and new revenue sources for transit operators, and to broaden access to institutional pass programs; and

WHEREAS, During Phase 2 of the Clipper BayPass Pilot Program, Clipper BayPass will not be offered at a price that undercuts the cost of any Preexisting Institutional Pass Products. The cost of Clipper BayPass to any employer will be above the cost of any Preexisting Institutional Pass Product for operators that serve the employer's physical location. Service is defined as a rail station or bus stop within three miles of an employer's physical location; and

WHEREAS, During Phase 2 of the Clipper BayPass Pilot Program in San Mateo County and Santa Clara County, Clipper BayPass will only be offered to Preexisting Institutional Pass Product customers of Caltrain's GoPass Program within three miles of a Caltrain rail station or VTA's SmartPass Program outside of three miles of a Caltrain rail station; and

WHEREAS, Phase 2 of the Clipper BayPass Pilot program is designed in a manner that protects existing transit operator revenues, especially for operators with existing institutional pass programs; and

WHEREAS, MTC and Clipper BayPass project staff will continue to engage with operator staff and executives to share pilot findings, project updates, and to collect feedback from transit operators about the program; and

WHEREAS, MTC and Clipper BayPass project staff will proactively seek input and consent from Operators before any long-term program is established; and

WHEREAS, it is the understanding of the parties that the pricing and revenue distribution terms in this agreement do not establish a precedent for pricing or revenue distribution in any post-pilot Clipper BayPass program that might be established. The terms of any such future program are subject to later negotiation. Any Operator will have the discretion to participate or not participate in any future post-pilot Clipper BayPass program that that might be established;

NOW, THEREFORE, in consideration of the facts recited above, the Parties agree as follows:

ARTICLE I Operator Responsibilities

Each Operator agrees to:

- A. Participate in the Clipper BayPass Pilot program for the remaining period of the Phase 1 Pilot, lasting until July 31, 2024.
- B. Participate in the Clipper BayPass pilot program for the entirety of the Phase 2 Pilot lasting from the Effective Date until no later than June 30, 2026.
- C. Provide in-kind staff and administrative support needed to successfully deliver and administer the Clipper BayPass Pilot program at the Operator.
- D. Partner with MTC, other Operators, and/or their designated third-party consultants for the Clipper BayPass Pilot to organize evaluation and research activities including surveys, focus groups, and other similar research methods over the course of the Pilot.
- E. Facilitate the payment to the Operator of revenues generated by the sale of Clipper BayPass to institutions during Phase 2 by MTC.

ARTICLE II MTC Responsibilities

MTC agrees to:

- A. Administer the Clipper BayPass Pilot program for the remaining period of the Phase 1 Pilot, lasting until July 31, 2024.
- B. Administer the Clipper BayPass Pilot program for the entirety of the Phase 2 Pilot lasting from December 1, 2023 until no later than June 30, 2026.
- C. Provide in-kind staff and administrative support needed to successfully deliver and administer the Clipper BayPass Pilot program, including managing the contractual relationship with employer customers, customer support, new business development, financial management, public information, communications, and technology support/operations.
- D. Provide regular updates to the Fare Integration Task Force or any designated successor body on the status of the Clipper BayPass Pilot program.
- E. Conduct an evaluation of the Clipper BayPass Pilot, as directed by the Fare Integration Task Force or any designated successor body.

- F. Collect revenue generated by sales from the Phase 2 Clipper BayPass Pilot Product (“Phase 2 revenue”) under the terms of individual contracts with employer/institutional customers.
- G. Allocate Phase 2 revenues and any other approved funds to the Parties under the terms set forth in Article III.

ARTICLE III Program Revenues

- A. Any Phase 2 revenue generated by the sales of Clipper BayPass to an employer/institutional customer that was not a customer of an Operator’s Preexisting Institutional Pass Product on either January 1, 2020 or on the Effective Date shall be allocated by MTC amongst the Parties based on actual passenger usage of the Clipper BayPass Phase 2 product at a rate equal to a regular Adult Clipper fare for each trip taken.
- B. Any Phase 2 revenue generated by the sales of Clipper BayPass to an employer/institutional customer that was a customer of an Operator’s Preexisting Institutional Pass Product on either January 1, 2020 or on the Effective Date shall first be allocated to the Operator holding the Preexisting Institutional Pass Product contract with the employer/institutional customer in an amount equal to the cost of the Preexisting Institutional Pass Product for that employer/institutional customer during the current fiscal year at the time. Remaining revenues not allocated to the Operator holding the Preexisting Institutional Pass Product contract will be available to allocate according to the process described in subsection A.
- C. Should the Phase 2 revenue be in excess of the amount needed to reimburse Operators under the terms described in Article III, subsections A and B, these additional revenues up to a limit of \$1,000,000 or whatever costs were incurred by MTC to establish the Phase 2 program, whichever is less, shall be available to reimburse MTC for the operation and management of the Clipper BayPass Pilot program subject to the approval of the Fare Integration Task Force or any designated successor body. All additional excess revenues, beyond the limit described above, will be allocated to transit operators based on each operator’s share of overall Phase 2 ridership.
- D. Should the Phase 2 revenue be insufficient to reimburse Operators under the terms described in Article III, subsections A and B, MTC may use budgeted and MTC Commission approved funds (“revenue backstop”), currently \$5,000,000 as of the Effective Date, as an alternative source of funding to reimburse Operators.
- E. The project team, consisting of MTC and BART staff, will keep the Fare Integration Task Force or any designated successor body updated on a regular basis on Phase 2 revenues, usage, and interested customers, and MTC will not enter into additional contracts with employer/institutional customers if it is determined by MTC that the \$5,000,000 revenue backstop may be insufficient to fully reimburse Operators the terms described in Article III, subsections A and B.
- F. Should any existing employer/institutional customer of one of the Operators’ Preexisting Institutional Pass Products express an interest in purchasing the Clipper BayPass product, the Clipper BayPass will only be offered to the existing employer/institutional customer as upgrade to their Preexisting Institutional Pass Product. MTC will manage a

supplemental contract for the BayPass upgrade, and the Parties will strive to align operational processes between the Clipper BayPass and the Preexisting Institutional Pass programs.

ARTICLE IV Indemnification

- A. Mutual Indemnification.** No Party to this Agreement (including any of its directors, commissioners, officers, agents or employees) shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other Party under or in connection with this Agreement. Pursuant to Government Code Section 895.4, each Party agrees to fully indemnify and hold other Parties harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by such indemnifying Party under or in connection with this Agreement and for which such indemnifying Party would otherwise be liable.
- B. Operator Indemnification of MTC.** Notwithstanding the provisions of Subsection A above, each Operator shall indemnify, hold harmless, and defend MTC (including any of its directors, commissioners, officers, agents or employees) from any and all claims or liability resulting from any action or inaction on the part of such Operator relating to its responsibilities under or in connection with this Agreement.
- C. MTC Indemnification of Operators.** Notwithstanding the provisions of Subsection A above, MTC shall indemnify, hold harmless, and defend each Operator (including any of its directors, commissioners, officers, agents or employees) from any and all claims or liability resulting from any action or inaction on the part of MTC under or in connection with this Agreement.

ARTICLE V Term

The term of the Agreement shall begin upon the Effective Date and continue until June 30, 2026, unless terminated by written agreement of the Parties.

ARTICLE VI Changed Circumstances

Any Party may initiate informal discussions among the Parties concerning the provisions of this Agreement, based on its assessment that changes in other factors external to the Agreement indicate that it would be in the best interests of one or more Parties to consider revisions to the Agreement. If a majority of Parties agree, the Parties will then jointly evaluate the changed circumstances to determine what, if any, revisions to the Agreement are necessary or desirable. Any agreed-upon changes shall require an amendment to the Agreement approved and executed by all Parties.

ARTICLE VII Legal Representation and Common Interest

The Parties recognize a mutuality of interest, and a need for joint cooperation in legal matters relating to Clipper. In furtherance of this common interest, any communications among Parties and counsel for any of the Parties shall be confidential and protected from disclosure to any third party by each and every privilege – including, but not limited to, the attorney-client privilege, the attorney work product privilege, and the pooled information privilege – notwithstanding the dissemination of the communications and work product among Parties by the counsel that made the information available in the first instance. If

information covered by the privileges is requested by a third party pursuant to a subpoena or other discovery request, then counsel receiving the request shall notify in a timely fashion the counsel who disclosed the information so that the privileges against disclosure may be asserted.

Should any Party withdraw from or otherwise terminate its participation in the Clipper program, such withdrawal or termination shall not impair the privileges that protect any information that has been shared prior to such action. Any Party that withdraws or terminates its participation in the Clipper program shall promptly return all privileged materials that the Party has received.

ARTICLE VIII **Confidential Information**

Either MTC or an Operator (the “Receiving Party”) may, in the course of carrying out its responsibilities under this Agreement, have access to proprietary or confidential information owned by the other Party (“the Disclosing Party”), the disclosure of which to third parties may damage the Disclosing Party. Such proprietary or confidential information must be held by the Receiving Party in confidence and used only in performing its responsibilities as provided in the Agreement. The Receiving Party shall exercise at least the same standard of care it would use to protect its own proprietary or confidential information.

SIGNATURES ON SUBSEQUENT PAGES

IN WITNESS WHEREOF, this Agreement has been duly authorized and executed by the Parties hereto on the dates specified below by their duly authorized representatives.

Metropolitan Transportation Commission

Approved as to form:
Kathleen Kane, General Counsel

Name: Andrew B. Fremier
Title: Executive Director

Matthew Lavrinets, Senior Counsel

Date: _____

Alameda-Contra Costa Transit District

Approved as to form:

Name: Michael A. Hursh

Title: General Manager

Date: _____

Jill A. Sprague, General Counsel

**Golden Gate Bridge, Highway and
Transportation District**

Approved as to form:

Name: Denis J. Mulligan
Title: General Manager

Kimon Manolius, General Counsel

Date: _____

San Francisco Bay Area Rapid Transit District

Approved as to form:

Name: Robert M. Powers

Title: General Manager

Date: _____

Matthew Burrows, General Counsel

**City and County of San Francisco
Municipal Transportation Agency**

Approved as to form:
David Chiu, City Attorney

Name: Jeffrey Tumlin
Title: Director of Transportation

Robin M. Reitzes, Deputy City Attorney

Date: _____

San Mateo County Transit District

Approved as to form:

Name: April Chan

Title: General Manager/CEO

Date: _____

Joan L. Cassman, General Counsel

Santa Clara Valley Transportation Authority

Approved as to form:

Name: Carolyn Gonot
Title: General Manager/Chief Executive Officer
Date: _____

Evelynn Tran, General Counsel

Peninsula Corridor Joint Powers Board

Approved as to form:

Name: Michelle Bouchard

Title: Executive Director

Date: _____

James Harrison, General Counsel

Central Contra Costa Transit Authority

Approved as to form:

Name: William Churchill

Title: General Manager

Date: _____

Julie Sherman, General Counsel

City of Fairfield
Fairfield and Suisun Transit

Approved as to form:

Name: David Gassaway
Title: City Manager

David Lim, City Attorney

Date: _____

City of Petaluma

Approved as to form:

Name: Peggy Flynn

Title: City Manager

Date: _____

Eric W. Danly, City Attorney

Eastern Contra Costa Transit Authority

Approved as to form:

Name: Rashidi Barnes
Title: Chief Executive Officer

Eli Flushman, General Counsel

Date: _____

Livermore/Amador Valley Transit Authority

Approved as to form:

Name: Christy Wegener
Title: Executive Director

Michael N. Conneran, General Counsel

Date: _____

Marin County Transit District

Approved as to form:

Name: Nancy E. Whelan

Title: General Manager

Date: _____

Kerry Gerchow, County Counsel

Napa Valley Transportation Authority

Approved as to form:

Name: Kate Miller
Title: Executive Director

Osman Mufti, General Counsel

Date: _____

Solano County Transit

Approved as to form:

Name: Beth Kranda
Title: Executive Director

Bernadette Shilts Curry, County Counsel

Date: _____

City of Santa Rosa

Approved as to form:

Name: Maraskeshia Smith

Title: City Manager

Date: _____

Samantha W. Zutler, Interim City Attorney

Sonoma-Marin Area Rail Transit District

Approved as to form:

Name: Eddy Cumins
Title: General Manager

Thomas Lyons, General Counsel

Date: _____

Vacaville City Coach

Approved as to form:

Name: Brian McLean
Title: Assistant Director of Public Works

Melinda C. H. Stewart, City Attorney

Date: _____

Western Contra Costa Transit Authority

Approved as to form:

Name: Robert Thompson
Title: General Manager

Michael N. Conneran, General Counsel

Date: _____

**San Francisco Bay Area Water Emergency
Transportation Authority**

Approved as to form:

Name: Seamus Murphy

Title: Executive Director

Date: _____

Steve Miller, General Counsel

Sonoma County Transit

Approved as to form:

Name: Bryan Albee
Title: Transit Systems Manager

Jeremy Fonseca, General Counsel

Date: _____

City of Union City

Approved as to form:

Name: Joan Malloy
Title: City Manager

Kristopher J. Kokotaylo, City Attorney

Date:_____

TAB 5

Agenda Item #7c

ACTION ITEM: One Seat Demonstration Project Extension

Board of Directors Meeting

Wednesday October 25, 2023

ECCTA Boardroom

801 Wilbur Avenue, Antioch, CA 94509




Staff Report to ECCTA Board of Directors

Meeting Date: October 25, 2023

Agenda Item: One Seat Demonstration Project Extension - Agenda Item #7c

Lead Staff: Toan Tran, Chief Operating Officer

Approved: Rashidi Barnes, Chief Executive Officer 

Background

On November 1, 2020, ECCTA, LAVTA, CCCTA, and WestCat entered into a demonstration MOU to provide paratransit trips within Contra Costa County and eastern Alameda County that do not require a transfer between transit agencies. The demonstration project was called “One Seat Ride.” The traditional system required passengers who wanted a ride outside of their service area to transfer between buses. For example: a passenger who wanted to go to Pinole from Oakley would take an ECCTA bus to Concord BART, transfer to a CCCTA bus to Martinez, where they would transfer to a WestCat bus to finish their trip.

The current demonstration project allows an ADA passenger from any service area to call a single phone number and book a trip from one service area to another without having to change buses. The costs for the current service are split among each agency involved in the trip based on hours and miles associated with the trip. The initial demonstration project was December 1, 2020 to April 30, 2021. All agencies then agreed to extend the one seat ride demonstration project until November 30, 2023.

In coordination with our regional partners, we want to expand the program by implementing a single-ride paper ticket fare media, due to the high volume of customer response from surveys. Currently, passengers of our ADA services can

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use paper tickets to pay for trips when boarding a vehicle. This reduces the need to carry cash and the need for exact change.

Lastly, a new added feature will be a trip management application for mobile device users. This feature will lower travel barriers that our ADA passengers face as well as continue to provide an increased modern experience for our customers.

Staff Request

Approve a one-year extension to the One Seat Ride Demonstration Project to November 30, 2024.

TAB 6

Agenda Item #7d

ACTION ITEM: ECCTA Agency Safety Plan

Board of Directors Meeting

Wednesday October 25, 2023

ECCTA Boardroom


801 Wilbur Avenue, Antioch, CA 94509

Staff Report to ECCTA Board of Directors

Meeting Date: October 25, 2023

Agenda Item: ECCTA Agency Safety Plan- Agenda Item #7d

Lead Staff: Tania Babcock, Compliance Manager

Approved: Rashidi Barnes, Chief Executive Officer 

Background

On July 19, 2018, the Federal Transit Administration (FTA) published the Public Transportation Agency Safety Plan (PTASP) Final Rule (49 CFR Part 673), which requires certain operators of public transportation systems that receive federal funds under FTA's Urbanized Area Formula Grants to develop safety plans that include the processes and procedures to implement Safety Management Systems (SMS).

The PTASP rule became effective on July 19, 2019. Transit operators were originally required to certify they have a safety plan in place meeting the requirements of the rule by July 20, 2020, but due to the COVID-19 pandemic, FTA extended the compliance deadline to July 20, 2021.

On November 15, 2021 President Biden signed into law the Bipartisan Infrastructure Law which amends FTA's safety program at 49 U.S.C. § 5329(d) by adding to the PTASP requirements.

ECCTA developed its initial Agency Safety Plan in 2019.

Discussion

The Agency Safety Plan must be reviewed, updated as needed, and certified annually. At the annual review, ECCTA made minor updates to the plan.

The updates include the following:

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- Notation throughout the plan that Transdev acquired First Transit in March 2023. Some First Transit branded information is still in place in the Safety Plan until Transdev updates the information.
- Safety performance targets for fatalities, injuries, and safety events were updated based on a three-year review of data from FY20/21, FY21/22, and FY22/23. Current fiscal year data was reviewed to set the system reliability safety performance target.
- ECCTA will transmit safety performance targets to Caltrans and MTC annually by October 31. The MTC contact information was updated.
- A statement was added to the Safety Management Policy Statement regarding the safety committee being represented by an equal number of management and frontline workers.
- Updates were made clarifying the Safety Committees role, processes, and activities.
- Transit worker assault data was updated based on January 2020 to January 2023 data.
- Transdev's ethics and compliance hotline was updated.
- A continuous improvement section was added.
- Definitions were updated as needed.
- Tri Delta Transit's Organizational Chart was updated.
- The training matrix was updated to reflect the Safety Management System training and De-escalation training changed to an annual training for employees.

The Bipartisan Infrastructure Law requires ECCTA's Safety Committee to approve the Agency Safety Plan prior to approval by the Board of Directors. ECCTA's Safety Committee approved the Agency Safety Plan on October 11, 2023.

ECCTA is required to communicate the Safety Management Policy Statement throughout the organization and to the Board of Directors. The Safety Management Policy Statement is the SMS component that frames the fundamentals upon which ECCTA operates its SMS:

ECCTA's Safety Management Policy Statement

Safety is ECCTA's first priority. ECCTA is committed to implementing, developing, and improving strategies, management systems, and processes to ensure that all our activities uphold the highest level of safety performance and meet required safety standards.

We will develop and embed a safety culture in all our activities that recognize the importance and value of effective safety management and acknowledges at all times that safety is paramount.

We will clearly explain for all employees their accountabilities and responsibilities for the development and operation of the Safety Management System. We also will work to ensure that

Agenda Item #7d
Eastern Contra Costa Transit Authority
Board of Directors Meeting
October 25, 2023

all employees are provided with adequate and appropriate safety information and training, are competent in safety matters, and are only allocated tasks commensurate with their skills

We have established a safety committee represented by an equal number of management and frontline transit workers.

For passengers and employees, we will minimize the safety risk associated with transit service to as low as reasonably practicable and we will work to comply with and, wherever possible, exceed legislative and regulatory requirements and standards.

Safety performance targets help us measure the overall effectiveness of our processes. We will review our Agency Safety Plan annually to identify how well we met our safety performance targets.

Financial Impact

The Bipartisan Infrastructure Law requires an agency to allocate not less than 0.75 percent of section 5307 funds to eligible safety-related projects. If an agency fails to meet a safety performance target under the safety risk reduction program, the agency must allocate its safety set aside in the following fiscal year to eligible projects that are reasonably likely to assist the agency in meeting the target. Transit agencies are not required to redirect the safety set aside if they miss risk reduction safety performance targets until FTA publishes an update to the PTASP final rule implementing this statutory requirement.

Requested Action

Adopt Resolution #231025D approving ECCTA's 2023 Agency Safety Plan.

Attachment

- Eastern Contra Costa Transit Authority (Tri Delta Transit) Agency Safety Plan



TRI DELTA TRANSIT

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

RESOLUTION #231025D EASTERN CONTRA COSTA TRANSIT AUTHORITY (TRI DELTA TRANSIT) AGENCY SAFETY PLAN

Resolution #231025D approves Eastern Contra Costa Transit Authority’s 2023 Agency Safety Plan.

WHEREAS, in accordance with the Federal Transit Administration’s Public Transportation Agency Safety Plan (PTASP) Final Rule (49 CFR Part 673), which became effective on July 19, 2019; and

WHEREAS, the PTASP compliance deadline was extended from July 20, 2020 to July 20, 2021 due to the COVID-19 pandemic; and

WHEREAS, on November 15, 2021 President Biden signed into law the Bipartisan Infrastructure Law which amends FTA’s safety program at 49 U.S.C. § 5329(d) by adding to the PTASP requirements; and

WHEREAS, the PTASP rule applies to all operators of public transportation systems that are recipients and sub-recipients of federal financial assistance under the Urbanized Area Formula Program (49 USC § 5307); and

WHEREAS, Eastern Contra Costa Transit Authority (ECCTA) is a recipient of federal financial assistance under the Urbanized Area Formula Program (49 USC § 5307); and

WHEREAS, ECCTA developed its initial Agency Safety Plan in 2019 and is required to review, update as needed, and certify the Agency Safety Plan annually; and

WHEREAS, ECCTA’s Safety Committee is compliant with 49 U.S.C. § 5329(d)(5) and approved ECCTA’s 2023 Agency Safety Plan on October 11, 2023, prior to approval by the Board of Directors; and

WHEREAS, ECCTA communicated the Safety Management Policy Statement to the Board of Directors and throughout the agency.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Eastern Contra Costa Transit Authority to adopt Resolution #231025D approving ECCTA’s 2023 Agency Safety Plan.

PASSED AND ADOPTED THIS 25th day of October 2023, by the following votes:

EASTERN CONTRA COSTA TRANSIT AUTHORITY

Lamar Thorpe, Chair

Rashidi Barnes, Chief Executive Officer

AYES: _____
NOES: _____

ABSENT: _____
ABSTENTIONS: _____



TRI DELTA TRANSIT

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

Certification Letter

Eastern Contra Costa Transit Authority (Tri Delta Transit) Public Transit Agency Safety Plan (PTASP) CERTIFICATION

Eastern Contra Costa Transit Authority (ECCTA) complies with all sections of the Federal Transit Administration's (FTA) 49 C.F.R Part 673. The agency complies with section 673.21 by establishing and implementing a Safety Management System (SMS). The SMS is appropriately scaled to the size, scope, and complexity of our transit system and includes the following elements:

- Safety Management Policy as described in 673.23
- Safety Risk Management as described in 673.25
- Safety Assurance as described in 673.27
- Safety Promotion as described in 673.29

As defined by 673.23, ECCTA identifies the Chief Executive Officer as the Accountable Executive responsible for ensuring that SMS is effectively implemented throughout the agency and the Chief Executive Officer designates the Compliance Manager as the SMS Executive.

ECCTA's Safety Committee is compliant with 49 U.S.C. § 5329(d)(5) and approved ECCTA's 2023 Agency Safety Plan on October 11, 2023, prior to approval by the Board of Directors.

Lamar Thorpe, Chair

Date

Rashidi Barnes, Chief Executive Officer

Date

Eastern Contra Costa Transit Authority (Tri Delta Transit) Agency Safety Plan



Revised October 2023

Contact Information:
Eastern Contra Costa Transit Authority
(Tri Delta Transit)

801 Wilbur Avenue
Antioch, CA 94509
(925) 754-6622

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Eastern Contra Costa Transit Authority (Tri Delta Transit) Agency Safety Plan

1. Transit Agency Information

Transit Agency Name	Eastern Contra Costa Transit Authority (ECCTA) doing business as Tri Delta Transit			
Transit Agency Address	801 Wilbur Avenue, Antioch, CA 94509			
Name and Title of Accountable Executive	Rashidi Barnes, Chief Executive Officer (CEO)			
Name of SMS Executive	Tania Babcock, Compliance Manager			
Mode of Service Covered by This Plan	Fixed Route Bus; Non-Fixed Route Bus	List All FTA Funding Types	5307,5339,JARC,Lifeline	
Mode of Service Provided by the Transit Agency	ECCTA contracts with Transdev (First Transit was acquired by Transdev in March 2023) to operate fixed route and ADA/paratransit bus service. ECCTA operates 17 local bus routes on weekdays, 6 local bus routes on weekends and holidays, on-demand shared-ride shuttle service, and ADA/paratransit bus service. ECCTA provides the vehicles, maintenance, and administration staff. Transdev provides the operations staff.			
Does the Agency Provide Transit Services on Behalf of Another Transit Agency or Entity?	Yes X	No <input type="checkbox"/>	Description of Arrangement	Early bird service
Name and Address of Transit Agency or Entity for Which Service Is Provided	Bay Area Rapid Transit (BART) 300 Lakeside Drive Oakland, CA 94612			

2. Plan Development, Approval, and Updates

Name of Entity That Drafted This Plan	ECCTA			
Signature by the Accountable Executive	Signature of Accountable Executive		Date of Signature	
	 Rashidi Barnes, CEO		10/11/2023	
Approval by the Safety Committee	Name of Entity That Approved This Plan		Date of Approval	
	Safety Solutions Team		10/11/2023	
Approval by the Board of Directors	Name of Entity That Approved This Plan		Date of Approval	
	ECCTA Board of Directors		10/25/2023	
	Relevant Documentation (title and location)			
	Resolution #231025D Eastern Contra Costa Transit Authority (Tri Delta Transit) Agency Safety Plan; Located in ECCTA CEO's office at 801 Wilbur Avenue, Antioch, CA 94509			
Certification of Compliance	Name of Individual That Certified This Plan		Date of Certification	
	Rashidi Barnes, CEO		2023; annual certification	
	Relevant Documentation (title and location)			
	Certifications and Assurances for ECCTA submitted in TrAMS (www.transit.dot.gov/trams)- Category 02- Public Transportation Agency Safety Plans. ECCTA's Agency Safety Plan addresses all applicable requirements and standards as set forth in FTA's Public Transportation Safety Program and the National Public Transportation Safety Plan.			
Version Number and Updates				
Version Number	Section/Pages Affected	Reason for Change	Date Issued	Resolution
1	N/A	Initial release of Agency Safety Plan	12/11/2019	#191211F
2	All Sections	Updated plan at annual review	9/23/2020	#200923B
3	All Sections	Updated plan at annual review	9/22/2021	#210922B

4	All Sections	Updated plan for Bipartisan Infrastructure Law of 11/15/2021	9/28/2022	#220928D
5	All Sections	Updated plan at annual review	10/25/2023	#231025D

Annual Review and Update of the Public Transportation Agency Safety Plan

The Agency Safety Plan is a “living document” and must address issues associated with system safety on a timely and proactive basis. The Agency Safety Plan will be updated at any point when ECCTA determines that its SMS approach to safety has identified a need for change. In addition, an annual review of the Agency Safety Plan will be conducted by the Accountable Executive, SMS Executive, agency leadership/executive management, and Safety Solutions Team by September 30. During the annual review, if changes are needed, ECCTA will revise the Agency Safety Plan to reflect the changes. The Accountable Executive will approve the revised Agency Safety Plan. The Agency Safety Plan will be presented to ECCTA’s Safety Committee, the Safety Solutions Team, for approval and then presented to the Board of Directors for approval. ECCTA’s Accountable Executive annually certifies SMS compliance with 49 C.F.R. Part 673.

3. Safety Performance Targets

Safety Performance Targets				
<i>Specify performance targets based on the safety performance measures established under the National Public Transportation Safety Plan.</i>				
	Safety Performance Measure	Agency Definition	Total Number Per Fiscal Year	Rate Per 100,000 Total Vehicle Revenue Miles Per Fiscal Year
Mode of Transit Service: Fixed Route Bus	Relevant Documentation: Objectives, Measures, and Standards, Productivity Guidelines.			FY 22/23 Total Vehicle Revenue Miles 2,020,307
	Fatalities	Death confirmed within 30 days.	0	0
	Injuries	Harm to person that requires immediate medical attention away from the scene.	9	.44 (=9 / 2,020,307 VRM x 100,000)
	Safety Events	Safety Events: Collisions, Fires, Derailments, Hazardous Material Spills, Acts of God, Other Safety Events (events that do not fall into any of the other categories, yet meet a reporting threshold other than immediate transport for medical attention for one person).	35	1.73 (=35 / 2,020,307 VRM x 100,000)
	System Reliability	Mean distance between major mechanical failures.	9,000	N/A
Mode of Transit Service: Non-Fixed Route Bus (Demand Response)	Relevant Documentation: Objectives, Measures, and Standards, Productivity Guidelines.			FY 22/23 Total Vehicle Revenue Miles 1,035,773
	Fatalities	Death confirmed within 30 days.	0	0
	Injuries	Harm to person that requires immediate medical attention away from the scene.	2	.19 (=2 / 1,035,773 VRM x 100,000)
	Safety Events	Safety Events: Collisions, Fires, Derailments, Hazardous Material Spills, Acts of God, Other Safety Events (events that do not fall into any of the other categories, yet meet a reporting threshold other than immediate transport for medical attention for one person).	5	.48 (=5 / 1,035,773 VRM x 100,000)
	System Reliability	Mean distance between major mechanical failures.	28,000	N/A

ECCTA sets safety performance targets based on the safety performance measures established under FTA's National Public Transportation Safety Plan (NSP). Safety performance targets are set annually at the review of ECCTA's Agency Safety Plan in July based on data entered into the National Transit Database (NTD). The safety performance targets represent ECCTA's safety performance goals for the coming fiscal year.

ECCTA reviewed data from FY 20/21, FY 21/22 and FY 22/23 to set safety performance targets for fatalities, injuries, and safety events for FY23/24. ECCTA reviewed current fiscal year data to set the system reliability safety performance target. The total number and rate for safety performance targets in the charts are provided as annual fiscal year targets. The rate is based on total vehicle revenue miles for the fiscal year FY 22/23.

Safety Performance Target Coordination		
<p>ECCTA will transmit safety performance targets to Caltrans Division of Rail and Mass Transit (Caltrans) and to Metropolitan Transportation Commission (MTC). Safety performance targets will be transmitted to Caltrans and to MTC after the annual review of the Agency Safety Plan. The targets will be transmitted annually by October 31. FTA requires ECCTA to coordinate with Caltrans and MTC to the maximum extent practicable. Safety performance targets will be transmitted to help Caltrans and MTC with the planning process for the future and for developing investment priorities for upcoming transit projects. Caltrans conducts coordination meetings with ECCTA for the selection of State and MPO safety performance targets and goals.</p>		
Targets Transmitted to the State	State Entity Name	Date Targets Transmitted
	Caltrans (Transmitted in writing to Safety Management System contact: Brian Travis: brian.travis@dot.ca.gov)	Annually by October 31
Targets Transmitted to the Metropolitan Planning Organization	Metropolitan Planning Organization Name	Date Targets Transmitted
	MTC (Transmitted in writing to Safety Management System contact: Bryan Redmond: bredmond@bayareametro.gov)	Annually by October 31

4. Safety Management Policy

Safety Management Policy Statement

Include the written statement of safety management policy, incorporating safety objectives.

Safety is ECCTA's first priority. ECCTA is committed to implementing, developing, and improving strategies, management systems, and processes to ensure that all our activities uphold the highest level of safety performance and meet required safety standards.

We will develop and embed a safety culture in all our activities that recognize the importance and value of effective safety management and acknowledges at all times that safety is paramount.

We will clearly explain for all employees their accountabilities and responsibilities for the development and operation of the Safety Management System. We also will work to ensure that all employees are provided with adequate and appropriate safety information and training, are competent in safety matters, and are only allocated tasks commensurate with their skills

We have established a safety committee represented by an equal number of management and frontline transit workers.

For passengers and employees, we will minimize the safety risk associated with transit service to as low as reasonably practicable and we will work to comply with and, wherever possible, exceed legislative and regulatory requirements and standards.

Safety performance targets help us measure the overall effectiveness of our processes. We will review our Agency Safety Plan annually to identify how well we met our safety performance targets.

Safety Management Policy Communication

Describe how the safety management policy is communicated throughout the agency's organization. Include dates where applicable.

ECCTA's Safety Management Policy Statement is communicated to all employees, contract employees and the Board of Directors. The statement is posted on the communication board near the maintenance computer station, on the safety communication board in the driver's room, and on the communication board in the administration break room. The statement is reviewed annually with contract employees at an operations safety meeting. The statement is reviewed with ECCTA employees at the annual "Hazard Communication", "Safety Management System" and "De-escalation" maintenance and administration safety training classes, and upon hire at employee orientation. The statement is communicated to the Board of Directors after the annual review of the Agency Safety Plan, when any changes are made to the Agency Safety Plan.

Authorities, Accountabilities, and Responsibilities

Describe the authorities, accountabilities, and responsibilities of the following individuals for the development and management of the transit agency's Safety Management System (SMS).

Accountable Executive	<p>The CEO is the Accountable Executive. The Accountable Executive meets all the requirements in §673.5 and §673.23(d)(1) in that this position is ultimately responsible for:</p> <ul style="list-style-type: none">• Carrying out the Agency Safety Plan and the Transit Asset Management (TAM) Plan,• Controlling or directing the human and capital resources needed to develop and maintain the Agency Safety Plan and the TAM Plan, and• Ensuring that ECCTA's SMS is effectively implemented, and action is taken, as necessary, to address substandard performance in ECCTA's SMS. <p>Roles include:</p> <ul style="list-style-type: none">• Decision-making about resources to support asset management, SMS activities, and capital investments• Annually certifying SMS compliance with 49 C.F.R. Part 673• Communicating the Safety Management Policy Statement to ECCTA's Board of Directors and throughout the agency• Endorsing SMS implementation team and SMS processes• Providing guidance to the Safety Solutions Team on recommended SMS actions/SMS agency decision making
SMS Executive	<p>The SMS Executive reports directly to the Accountable Executive as shown in the organizational chart. The SMS Executive received training from the US Department of Transportation on SMS Awareness, Safety Assurance, SMS Principles for Transit, and Bus System Safety. The SMS Executive participated in the US Department of Transportation Federal Transit Administration Public Transportation Agency Safety Plan Workshop and regularly participates in webinars. The SMS Executive also received training from the National Transit Institute for a Train-the-Trainer course in Violence in the Transit Workplace- Prevention, Response, and Recovery. The SMS Executive has the authority and responsibility for implementation and operation of ECCTA's SMS. Roles include:</p> <ul style="list-style-type: none">• Developing and maintaining SMS documentation• Directing safety risk management activities• Briefing the Accountable Executive on SMS• Assisting with safety management training• Reviewing the Agency Safety Plan on an annual basis with the Accountable Executive, agency leadership/executive management, and Safety Solutions Team• Transmitting safety performance targets to Caltrans and to MTC on an annual basis• Ensuring the Safety Management Policy Statement is communicated throughout the agency• Ensuring the administration, maintenance and operations safety communication boards are updated and that required SMS communication is posted

<p>Agency Leadership and Executive Management</p>	<p>Other members of ECCTA's leadership and executive management with authority and responsibility for implementation and operation of the agency's SMS include:</p> <ul style="list-style-type: none"> • Chief Operating Officer (COO) <ul style="list-style-type: none"> ○ Assisting with identification of safety concerns and hazards ○ Assessing safety risk mitigation through safety risk management ○ SMS agency decision making • Contract General Manager <ul style="list-style-type: none"> ○ Assisting with identification of safety concerns and hazards ○ Assessing safety risk mitigation through safety risk management ○ Overseeing contract employee safety reporting program for operations employees; communicating program to contract employees ○ Ensuring each accident/injury is investigated and documented ○ Ensuring provision of adequate and appropriate occupational safety and health training for contract employees ○ Ensuring that safety devices are properly maintained and available and that contract employees are properly trained in their use • Director of Maintenance <ul style="list-style-type: none"> ○ Assisting with identification of safety concerns and hazards ○ Assessing safety risk mitigation through safety risk management ○ Ensuring that safety devices are properly maintained and available and that ECCTA employees are properly trained in their use • Manager of Administrative Services <ul style="list-style-type: none"> ○ Assisting with identification of safety concerns and hazards ○ Assessing safety risk mitigation through safety risk management ○ Communicating ECCTA employee safety reporting program and Safety Management Policy Statement to new administrative and maintenance employees ○ Ensuring provision of adequate and appropriate occupational safety and health training for ECCTA employees ○ Ensuring that safety devices are properly maintained and available and that ECCTA employees are properly trained in their use
<ul style="list-style-type: none"> • Key Staff 	<p>Safety Committee: Safety Solutions Team (SST)- The SST is comprised of a facilitator, 5 managers and 5 frontline workers, including 1 mechanic and 4 bus operators. There are 10 voting members.</p>

The SMS Executive facilitates the SST meetings, with the Safety Manager designated as the back-up facilitator. The SMS Executive provides training to SST members related to their roles and the processes, activities and tools used to support ECCTA's SMS. SST membership includes:

- Chief Operating Officer (alternate Accessible Services Manager)
- Contract General Manager (alternate Contract Assistant General Manager)
- Safety Manager (alternate Training Manager)
- Director of Maintenance (alternate Facilities Manager)
- Manager of Administrative Services (alternate Manager of Planning and Grants)
- 1 Mechanic (with alternate) selected by peers
- 4 Bus Operators (with alternates) selected by the labor organization representing the Bus Operators

The alternate serves in a voting capacity in the event of a representative voting member absence. If there is a dispute or tie-vote, the SMS Executive will share the information with the Accountable Executive who will make a final decision. Decisions are input into TransTrack's Systems Hazards Sheet for each safety hazard discussed.

The SMS Executive develops the SST meeting agendas based on information entered into ECCTA's TransTrack Systems Hazards electronic database, any new business that needs discussed/any safety concerns from SST members, and safety assurance processes. Agenda items include: review of open/in-progress hazards in TransTrack, follow-up discussion on recently closed hazards in TransTrack, discussion of new hazards in TransTrack, new business, and safety assurance review of closed hazards in TransTrack.

The Safety Manager or Executive Assistant records and maintains the meeting minutes and then provides the meeting minutes to the SMS Executive who posts the current meeting minutes in the driver's room and also places the meeting minutes in SST Binders in accessible locations in administration, maintenance and operations.

The SMS Executive communicates with the Accountable Executive regarding SST deliberations, decisions and recommendations as needed. If technical experts are needed to assist with SST deliberations, the SMS Executive will discuss the need with the Accountable Executive. The SMS Executive will work with SST members to provide any transit agency information, resources, or tools needed. SST meetings are scheduled for the second week of the month.

SST is a key element to ensure the safety of employees, customers, contractors and the public. The SST carries out the responsibilities outlined below during SST meetings. The SST is responsible for:

- Reviewing and approving the Agency Safety Plan and any updates to the Agency Safety Plan prior to approval by the Board of Directors. The SMS Executive presents the approved Agency Safety Plan to the Board of Directors after approval by the SST.
- Setting annual safety performance targets for ECCTA's safety risk

reduction program using a three-year rolling average of the data submitted to the National Transit Database (NTD).*

- Identifying and recommending safety risk mitigation necessary to reduce the likelihood and/or severity of potential consequences identified through safety risk assessment, including safety risk mitigations associated with any instance where ECCTA did not meet an annual safety performance target in the safety risk reduction program.*
- Identifying safety risk mitigations that may be ineffective, inappropriate, or not implemented as intended.
- Identifying safety deficiencies for purposes of continuous improvement.
- Communicating follow up information on identified hazards reported through the employee safety reporting programs and results of actions taken by the SST through posted SST minutes.

*after ECCTA has data to support a three-year rolling average to develop the safety risk reduction program performance targets

As part of the safety risk reduction program, the SST is responsible for assisting with safety risk mitigation of assaults on transit workers by performing a safety risk analysis on the deployment of assault mitigation infrastructure and technology on buses. The SST performed a safety risk assessment and will continue to monitor transit worker assault data and the deployment of assault mitigation infrastructure and technology on buses.

The SST reviewed ECCTA's NTD transit worker assault data from January 2020 - January 2023, the time period prior to the updated NTD definition and reporting requirements of transit worker assaults.

Technology on board revenue vehicles during the time period monitored included cameras, in-cab video technology, radio communication and a panic button with AVL headsign message. Revenue vehicles also included plexiglass driver barriers. To improve driver protection with updated driver barriers, a new driver barrier is planned to be installed on all buses ordered starting in 2023.

ECCTA had one transit worker assault reported in the National Transit Database, under the previous NTD transit worker assault reporting requirements from January 2020 – January 2023. With the new definition for assault of a transit worker and the newly defined NTD transit worker assault reporting requirements, ECCTA expects to have an increase in the number of NTD reported transit worker assaults after January 2023.

Each Employee will:

- Be an active participant in the safety and health program
- Perform all tasks in accordance with established policies, procedures and safe work practices
- Perform a safety evaluation of his/her workspace daily
- Inspect all tools and equipment prior to use to identify any hazards
- Report any unsafe or unhealthy practice or condition and act to

	<p>correct the condition if it is safe and the employee has the authority and ability to do so</p> <ul style="list-style-type: none"> • Report any injuries, illnesses, incidents or accidents to the appropriate person
--	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Employee Safety Reporting Program

Describe the process and protections for employees to report safety conditions to senior management. Describe employee behaviors that may result in disciplinary action (and therefore, are excluded from protection).

Safety is a core value at ECCTA. ECCTA is committed to providing a safe work environment for employees. Employees are the eyes and ears of the organization and a source of safety management information for ECCTA. Any employee discovering an unsafe condition is expected to eliminate the situation if it is safe for them to do so and within their authorization to act. Imminent hazards that may be life threatening or cause serious injury must be immediately reported to a supervisor. Any employee who has the authority and ability to abate and/or resolve a hazard safely should do so until the issue is fully resolved. For injury prevention and hazard identification, ECCTA and the operations contractor, Transdev, have established various employee safety reporting programs.

Operations

Near Miss and Hazard Reporting

ECCTA contracts with Transdev to operate ECCTA’s demand response and fixed route bus service. Each contract employee is issued a Near Miss and Hazard Reporting pad to document and report safety, route, and security concerns. Contract employees are asked to report anything they determine to be a hazard. Each contract employee is also encouraged to report any near miss incidents and hazards. For near miss and hazard reporting purposes, Transdev defines a near miss as “an event you witnessed where no harm was caused, but there was the potential to cause injury or ill health; a dangerous occurrence.” And hazard is defined as “anything that may cause harm in the near future.” In addition to each contract employee being issued a Near Miss and Hazard Reporting pad, the reporting pads are also located in the driver’s room, next to the safety suggestion box. Contract employees may choose to identify themselves by name or to provide an anonymous report. The program functions as follows:

- 1) If the safety or security hazard requires immediate attention, dispatch is notified immediately. If immediate attention is not required, the contract employee is encouraged to submit the information to management by the end of their workday. The contract employee completes the Near Miss and Hazard Reporting form and gives the form to management or places the form in the safety suggestion box located in the driver’s room.
- 2) Safety Manager reviews the report, meets with contract employee if necessary, and has the authority to take immediate and appropriate action to correct the hazardous conditions or unsafe work practices and procedures, and to establish rules of safety as soon as they are identified. If necessary, assistance may be obtained through Transdev’s Region Safety Manager.
- 3) For hazards that cannot be immediately corrected due to reasons such as the availability of needed equipment, materials and/or personnel; time for delivery, installation, modification, or construction; training periods; etc., protection shall be provided in the interim to employees who need it while correction of hazard is proceeding.
- 4) Safety Manager records an identified hazard in ECCTA’s Systems Hazards electronic database. The reported information is shared with the Safety Solutions Team (SST), where the information is reviewed, addressed and documented. Safety concerns reported through the contract employee safety reporting program will include follow up

with the contract employee by Transdev. In addition, identified hazards receive follow up through posted SST minutes.

- 5) Positive reinforcement and recognition are given to contract employees who demonstrate correct procedures and actions through Near Miss and Hazard Reporting. In addition, one winner is randomly selected from all reports at each safety meeting held once a month. Each winner receives a \$25 gift card.

Tri Delta Watch app

Tri Delta Watch is a free downloadable app with an Employee Safety Reporting Program (ESRP) component. Contract employees may report safety concerns and hazards through the ESRP in the app. To report a safety concern or hazard in the Tri Delta Watch app, the contract employee will:

- 1) Download the free Tri Delta Watch app
- 2) Click “Settings” on the bottom navigator to set up an account
- 3) Enter their information
- 4) Toggle “Employee of the Organization?” button
- 5) Fill in “Enter ORG Group Code” as TDT
- 6) Select “Report a Problem”
- 7) Select “Report Type”
- 8) Select “ESRP”
- 9) Select the category for the safety concern
- 10) If it is safe to do so, attach an image, report the location, and information on the safety concern

The Manager of Marketing and Customer Service will review the submitted ESRP and forward to the appropriate manager to review and address the safety concern. If an identified hazard is reported through the ESRP, the hazard information is recorded in ECCTA’s Systems Hazards electronic database. The reported hazard is shared with the Safety Solutions Team (SST), where the information is reviewed, addressed and documented. Safety concerns reported through the ESRP will include a follow up message to the employee. In addition, identified hazards receive follow up through posted SST minutes.

The “Near Miss and Hazard Reporting” form and Tri Delta Watch app are shown in the Appendix.

The following information is from *First Transit’s Agency Safety Plan “Employee Safety Reporting Program”, pages 16-24 and applies to contract employees. Transdev acquired First Transit in March 2023 and currently operates ECCTA’s location following First Transit policies and procedures.*

Conditions that protect a reporting employee from discipline or enforcement action
Retaliation against anyone who, in good faith, reports observations of unsafe or illegal activities; or who cooperates in any investigation of such report, is strictly prohibited and is not tolerated, regardless of the outcome of the complaint.

In other words, employees are protected for speaking up in good faith under this Policy. Any manager, or co-worker who retaliates against a complaining employee or anyone involved in an investigation of a complaint is subject to discipline and/or termination.

Managers are charged with assuring that they and their staff comply with the whistleblower protections and that no retaliation occurs because of a reported safety related issue.

Possible Disciplinary Actions

Reporting unsafe practices, policy violations, violations of the law, etc. is encouraged, and in some instances required, of all employees. The primary goal is to be able to identify areas where risk of injury to personnel or customers, or destruction of property may exist; and develop measures to mitigate those risks.

Unless the employee's action or in-action is egregious, disciplinary action is not warranted.

Employees that fail to report mandatory items, such as:

- Failure to report defective equipment
- Failure to report a safety hazard
- Failure to procure necessary information for an accident report or
- Submitting an inaccurate or incomplete report

that could lead to serious harm, are subjected to the disciplinary process describe later in this section.

Duty to Report Wrongdoing

All good faith claims of wrongdoing are investigated so that corrective action may be taken. To that purpose, any employee, contractor or vendor is encouraged to report wrongdoing or illegal acts to location management so long as they are not believed to be involved in the fraud, waste or abuse being reported. Management ensures the matter is reported to Group Security and it will be investigated and appropriate steps taken to correct the wrongdoing or potential violation.

Self-Reporting

Self-reporting is also encouraged. Anyone who reports his/her own violation will receive due consideration regarding disciplinary action that may be taken.

Open-Door Policy

A workplace where employees are treated with respect and one that is responsive to their concerns is important to each of us. Employees may have suggestions for improving the workplace, as well as complaints about the workplace. We feel that the most satisfactory solution to a job-related problem or concern is usually reached through a prompt discussion with an employee's manager. Each employee is encouraged to do so.

If the matter cannot be resolved with one's immediate manager, the employee may:

- Speak with their Location General Manager or Region Safety Manager who will attempt to facilitate a solution.
- If an employee is unable to resolve the matter through the management chain of command in their location, the employee may choose to speak directly to anyone in division management or Human Resources.

The Open-Door Policy also allows employees to voice their concerns anonymously.

- If an employee would like to submit an anonymous concern, they may contact Transdev's confidential Ethics and Compliance Hotline at 1-866-850-3033.

This Open-Door Policy applies to every employee not covered by a collective bargaining agreement. It also extends to contractors and subcontractors.

In situations involving discrimination or harassment, employees should follow the Complaint Procedure described in the Discrimination, Harassment and Retaliation Reporting Procedure section of the Employee Handbook without fear of reprisal and should not follow this Open-Door

Policy complaint process.

In situations requiring immediate attention, an employee may bypass the chain of command, which begins with his or her manager, and contact any level of management or Human Resources directly, without fear of reprisal, and without the need to follow this Open-Door Policy complaint process.

- This may be done in person, by direct contact, phone call, letter, or email message or by utilizing Transdev's confidential Ethics and Compliance Hotline at 1-866-850-3033.

Employees are REQUIRED to report the following. Failure to do so WILL lead to disciplinary action.

Accidents/Incidents

Accidents and incidents are a very serious matter and a valuable learning opportunity to improve safety. **SOP #700 – Accident & Safety Data Acquisition and Reporting**, and the supporting **SOP's, 700a – Auto and General Liability Claim Form; 700b – Courtesy Card; 700c – Operator Incident Report**; ensure that the appropriate actions happen at the scene for the safety and security of passengers and employees; and that the appropriate data is collected to evaluate the incident, determine culpability; and develop actions to limit or eliminate the possibility of the incident occurring in the future.

Accidents

Accidents are considered to be any collision that occurs while an Operator is on duty. Operators are to report all accidents and collisions to Dispatch immediately upon occurrence. When reporting to Dispatch, the employee must state that he or she is reporting an accident and then answer any questions asked by Dispatch.

Additionally, **SOP #700c – Operator Incident Report** and **SOP #700a – Auto & General Liability Claim Form**, must be completed by the Operator involved and location management for accidents, possible claims of accidents, damage to equipment, injury and possible injury not later than one hour after completion of shift on the day of occurrence. Any vehicle defects that may have contributed to an accident shall be included in the report. To help ensure that this deadline is met, employees are paid to complete the form.

Employees who fail to report an accident may be subject to disciplinary action up to and including termination.

Employees must provide transit management with any additional accident information immediately upon request.

Incidents

Incidents with passengers involving slips and falls on or near the vehicle, fights, police action, or removal of a passenger, must be reported to Dispatch immediately; and require a **SOP #700a – Auto & General Liability Claim Form** to be completed by management before going off duty for the workday.

All other incidents and occurrences out of the norm, no matter how slight, are to be reported to Dispatch upon return to the yard.

The following are examples of incidents that must be reported:

- Broken or cracked windows from unknown causes,
- Cut seats,
- Service delays,
- Passing up passengers,

- Insufficient or excessive running time in schedule,
- Overloads, etc.

If in doubt, immediately contact Dispatch.

Operators Witnessing an Accident shall notify Dispatch immediately, even though their vehicle may not be involved.

Required Courtesy Cards

In the event of an accident or an incident, Operators must distribute **SOP #700b – Courtesy Cards** then retrieve as many as possible from passengers and persons in the immediate area of the accident or incident who may have witnessed the event.

Duty to Report Law Enforcement Actions

Employees are required to report any arrests, indictments or convictions to their immediate manager or Human Resources immediately, but no later than prior to the next scheduled work shift, to the extent permitted by applicable law. If the circumstances and the offense charged, in our judgment, present a potential risk to the safety and/or security of our customers, employees, premises and/or property, such events may result in disciplinary or other appropriate action to the extent permitted by applicable law.

Operators and safety sensitive employees are required to report all Driving Under the Influence (DUI) or Driving While Intoxicated (DWI) related charges, vehicular collisions, and any moving violation citations received in any vehicle immediately if possible, but no later than prior to their next scheduled work shift, consistent with applicable law.

Possible Disciplinary Actions

A tiered approach is used to determine possible disciplinary actions. Infractions that lead to disciplinary action are categorized into four categories;

- Class 1 – Dischargeable Offenses, the most serious and unacceptable behavior
- Class 2 – Serious violations of the performance code
- Class 3 – Secondary violations of the performance code
- Class 4 – Lesser violations of the performance code that may result in disciplinary action depending on the circumstances or repeated violations

Examples of **Class 1 Dischargeable Offenses** include:

- Convictions and imprisonment for such offenses as DUI, DWI, child abuse, etc.
- Safety; some offenses are of such a serious nature that termination is appropriate for the first offense. Those include but are not limited to:
 - Failure to properly secure mobility devices
 - Cell phone use while operating a company vehicle
 - Striking a pedestrian
 - Colliding into the rear of another vehicle or stationary object
 - Running a red light or stop sign
 - Entering a railroad crossing when the lights are flashing
- Violation of the Drug & Alcohol Policy
- Dishonesty
- Stealing/Theft
- Unauthorized Use or Removal of Company / Client Property or Vehicle

- Violence / Fighting / Threats
- Harassment
- Insubordination
- Security
- Sleeping on the Job
- Destruction of Property
- Failure to Return to Work
- Leaving Bus or Passengers
- Failure to Follow Sleeping Passenger Rules

Examples of **Class 2 Infractions** considered to be serious violations of the performance code include:

- Abusing or misusing sick leave
- Exchanging work assignments (trade) without proper authority
- Stopping work prior to the end of any shift without management's permission
- Excessive absenteeism, tardiness, starting work late after on the clock, or a pattern of unexcused absences unless otherwise permitted by law
- Reporting for work in an unfit condition
- Failing to obtain permission to leave work during normal working hours
- Discourteous or inappropriate attitude or behavior toward passengers or other members of the public
- Failure to comply with PPE directives
- Failure to wear a High Visibility Safety Vest, Reflective Safety Vest, or Company issued High Visibility Uniform Shirt according to Company policies
- Failure to wear Safety Glasses in compliance with PPE directives
- Failure to wear Company Assigned Shoe Grips when directed to do so
- Violation of vehicle operating regulations
- Failure to observe safety, sanitation, or disciplinary policies of the client or Company, or laws and regulations of Local, State, or Federal governments
- Failure to comply with the Risk Assessment policy
- Working more than an employee's regularly scheduled hours without advance approval of the Company
- Failure to operate a Company vehicle according to assigned route or timetable
- Failure of any Operator, Safety Sensitive Employee or employee required to be licensed for driving, to renew and maintain a valid, appropriate driver's license with required endorsements and a medical certificate for driving a Company vehicle
- Failure to wait for connections or passing up passengers
- Transport of unauthorized persons
- Attempting to enter, entering or assisting any person to enter, or attempt to enter a

Company location or restricted areas without proper authority

Examples of **Class 3 Infractions**, considered to be secondary violations of the performance code, include:

- Mandatory Reporting failure including:
 - Failure to report defective equipment
 - Failure to report a safety hazard
 - Failure to procure necessary information for an accident report or submitting an inaccurate or incomplete report
 - Failure to report law enforcement actions
- Posting, circulating or distributing written or printed material during working times and in working areas
- Failure to adhere to the Company Reverse Parking policy for Company vehicles and personal vehicles
- Use of a Company-owned radio or cell phone for non-Company business during working time
- Failure of any Operator to have in his or her possession a valid, appropriate driver's license with required endorsements and a medical certificate while driving a Company vehicle

Examples of **Class 4 Infractions**, considered to be lesser violations of the performance code that may result in disciplinary action depending on the circumstances or repeated violations, include:

- Failure to comply with the dress code, uniform policy, cleanliness, personal hygiene, personal grooming habits, or other requirements established by the client or Company
- Reporting for duty in an improper uniform, presenting an untidy, unkept or dirty appearance of person or uniform, or improperly displaying uniform articles, Company emblem, or authorized pins and badges
- Parking a personal vehicle in a restricted area at a Company location
- Neglect of job duties and responsibilities, or lack of application or effort on the job
- Incompetence or failure to meet reasonable standards of efficiency or effectiveness
- Failure to provide a current address or telephone number
- Failure to inform of changes in status of dependents for insurance coverage
- Littering the employee lounge area, restrooms, or any other Company property
- Failure to read notices and bulletins and not making an effort to stay informed

Applying Disciplinary Actions

Although employment may be terminated at-will by either the employee or Transdev (First Transit) at any time in accordance with applicable law, without following any formal system of discipline or warning, Transdev may exercise discretion to utilize forms of discipline that are less severe than termination.

Whenever an employee is subject to discipline, the employee's work record, including violations occurring in the relevant time period, is reviewed before determining penalty.

The chart below describes how disciplinary actions are applied.

Class of Infraction	Discharge	Suspension	Written Warning
1	1st Offense	-----	-----
2	2nd Offense*	1st Offense	-----
3	3rd Offense*	2nd Offense*	1st Offense
4	4th Offense*	3rd Offense*	1st & 2nd Offense*

*Within 12 months of first offense, 36 months for safety

Additionally, the following criteria may be used to determine discipline specific to any type of traffic violation or preventable accident.

Major Offenses	Action
One violation	Discharge
Serious Violations	Action
One violation	Written warning
Two violations within any 36-month period	Discharge
Moving Violations	Action
Two violations within any 36-month period	Three-day Suspension
Three violations within any 36-month period	Discharge
Two violations within any 12-month period	Discharge
Preventable Vehicle Accidents	Action
One preventable accident	Written warning
Two preventable accidents within any 36-month period	Five-day Suspension
Three preventable accidents within any 36-month period	Discharge
Two preventable accidents within any 12-month period	Discharge

Details of the reporting requirements, infractions of company policy, and disciplinary actions that may be taken are described in more detail in *the First Transit Employee Handbook*.

Facilities

ECCTA maintenance and administration employees are encouraged to report anything believed to be a hazardous condition or practice that may cause injury to people, property, or the environment. In addition, employees are encouraged to share any suggestions to improve safety in the workplace. All injuries, accidents and near misses must be reported.

Unsafe Conditions Report

ECCTA maintenance and administration employees use the Unsafe Conditions Report to communicate any safety concerns or hazards. Forms are available in the administration

hallway filing cabinet and in the maintenance work station. ECCTA employees may choose to identify themselves by name or to provide an anonymous report. The program functions as follows:

- 1) ECCTA employee completes the Unsafe Conditions Report and gives the form to their supervisor or to the Manager of Administrative Services (in person or in mailbox), or places it in the Administration Communications Confidential Mailbox located in the maintenance computer station. The Manager of Administrative Services reviews the report, meets with the ECCTA employee if necessary, and has authority to take immediate and appropriate action to correct the hazardous conditions or unsafe work practices and procedures, and to establish rules of safety as soon as they are identified.
- 2) For hazards that cannot be immediately corrected due to reasons such as the availability of needed equipment, materials and/or personnel; time for delivery, installation, modification, or construction; training periods; etc., protection shall be provided in the interim to employees who need it while correction of hazard is proceeding.
- 3) The Manager of Administrative Services notes any corrective action or the reason for no action taken on the Unsafe Conditions Report and submits a copy to the ECCTA employee.
- 4) The Manager of Administrative Services records identified hazard information in ECCTA's Systems Hazards electronic database. The reported information is shared with the Safety Solutions Team (SST), where the information is reviewed, addressed and documented. Safety concerns reported through the ECCTA employee safety reporting program will include follow up with the ECCTA employee. In addition, identified hazards receive follow up through posted SST minutes.
- 5) The Manager of Administrative Services saves the Unsafe Conditions Report in a binder.

If there is an immediate risk or imminent threat of violence, serious harm, or life-threatening conduct, employees should immediately call 911, local police, or other law enforcement.

Employee Suggestion Box

ECCTA maintenance and administration employees may also report any suggestions through an Employee Suggestion Box. ECCTA employees may choose to identify themselves by name or to provide an anonymous suggestion. An ECCTA employee suggestion box is located in the maintenance computer station and on top of the administration hallway filing cabinet. The program functions as follows:

- 1) The ECCTA employee completes the Suggestion form located next to the Suggestion Box and places the form in the Suggestion Box.
- 2) Suggestions are reviewed monthly by the CEO, COO, Director of Maintenance, and Manager of Administrative Services.
- 3) The Manager of Administrative Services records identified hazard information in ECCTA's Systems Hazards electronic database. The reported information is shared with the Safety Solutions Team (SST). Safety concerns reported through the ECCTA employee safety reporting program will include follow up with the ECCTA employee. In addition, identified hazards receive follow up through posted SST minutes.

If an employee's suggestion is chosen to be implemented and acted upon, the ECCTA employee receives a \$50 check and recognition for their suggestion.

Tri Delta Watch app

Tri Delta Watch is a free downloadable app with an Employee Safety Reporting Program (ESRP) component. ECCTA maintenance and administration employees may report safety

concerns and hazards through the ESRP in the app. To report a safety concern or hazard in the Tri Delta Watch app, the employee will:

- 1) Download the free Tri Delta Watch app
- 2) Click “Settings” on the bottom navigator to set up an account
- 3) Enter their information
- 4) Toggle “Employee of the Organization?” button
- 5) Fill in “Enter ORG Group Code” as TDT
- 6) Select “Report a Problem”
- 7) Select “Report Type”
- 8) Select “ESRP”
- 9) Select the category for the safety concern
- 10) If it is safe to do so, attach an image, report the location, and information on the safety concern

The Manager of Marketing and Customer Service will review the submitted ESRP and forward to the appropriate manager to review and address the safety concern. If an identified hazard is reported through the ESRP, the hazard information is recorded in ECCTA’s Systems Hazards electronic database. The reported hazard is shared with the Safety Solutions Team (SST), where the information is reviewed, addressed and documented. Safety concerns reported through the ESRP will include a follow up message to the employee. In addition, identified hazards receive follow up through posted SST minutes.

The Unsafe Conditions Report, Suggestion form, and Tri Delta Watch app are shown in the Appendix.

Conditions that protect a reporting employee from discipline or enforcement action:

No action will be taken against any ECCTA maintenance or administration employee who discloses a safety concern through the ECCTA employee safety reporting program, unless disclosure indicates an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures.

5. Safety Risk Management

Safety Risk Management Process

Describe the Safety Risk Management process, including:

- *Safety Hazard Identification: The methods or processes to identify hazards and consequences of the hazards.*
- *Safety Risk Assessment: The methods or processes to assess the safety risks associated with identified safety hazards.*
- *Safety Risk Mitigation: The methods or processes to identify mitigations or strategies necessary as a result of safety risk assessment.*

ECCTA's Safety Risk Management Process applies to all elements of the transit system.

Safety Hazard Identification

ECCTA desires to identify and address hazards before they cause problems. Many programs, procedures, and reporting forms are in place to assist with safety hazard identification. A hazard is defined as any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment. To assist in safety hazard identification at ECCTA, all employees are trained that a hazard is a real or potential condition; can cause a consequence; not a safety event. If a hazard is identified through ECCTA or Transdev's programs, procedures or reporting forms, the worst, credible potential consequence of the hazard is evaluated through the safety risk assessment process and the information is entered in ECCTA's Systems Hazards electronic database. The programs, procedures and reporting forms used for safety hazard identification include the following:

- **Employee Safety Reporting Program**

Through the ECCTA and Transdev employee safety reporting programs, all employees are encouraged to report anything believed to be a hazardous condition or unsafe practice that may cause injury to people, property, or the environment. In addition, employees are encouraged to share any suggestions to improve safety in the workplace. All injuries, accidents and near misses are to be reported. Hazards identified through the ECCTA and Transdev employee safety reporting programs and the worst, credible potential consequence of a hazard are recorded in ECCTA's Systems Hazards electronic database by the Manager of Administrative Services and Safety Manager.

Operations

Upon hire, each operations contract employee is provided the Employee Handbook with information on the employee safety reporting program and a Near Miss and Hazard Reporting pad. Additionally, contract employees learn about the Near Miss and Hazard Reporting form at each monthly in-service meeting when positive reinforcement and recognition is given to contract employees who demonstrate correct procedures and actions through Near Miss and Hazard Reporting. Contract employees are also trained on the Safety Management Policy Statement, using the Near Miss and Hazard Reporting pad and Tri Delta Watch app ESRP annually at an in-service meeting.

Facilities

Upon hire, ECCTA maintenance and administration employees are provided information on the ECCTA employee safety reporting program and Safety Management Policy Statement. Additionally, The Safety Management Policy Statement is reviewed and ECCTA employees learn about the reporting forms available to them annually at a

“Hazard Communication” and a “Safety Management System” training class. The reporting forms include: Unsafe Conditions Report, Suggestion form, and the Tri Delta Watch app ESRP. ECCTA employees are also reminded quarterly about the Suggestion box and Suggestion form when suggestion winners are recognized and rewarded.

- **Facility Inspections**

ECCTA management is responsible for overseeing periodic occupational and operational inspections of facilities and equipment to identify hazards on a proactive basis. Inspection types include safety/health inspections, facility inspections, and preventative equipment inspections. A hazard identified through facility inspections, the worst, credible potential consequence of the hazard, and any corrective action taken are recorded in ECCTA’s Systems Hazards electronic database by the Facilities Manager and Director of Maintenance.

Operations

Daily Safety and Health Walkthrough and Checklist

A daily routine safety and health walkthrough is performed to promptly identify hazardous conditions at the facility. An identified hazard, the worst, credible potential consequence of a hazard, and any corrective action taken from the Daily Safety and Health Walkthrough are recorded in ECCTA’s Systems Hazards electronic database by the Safety Manager. SOP #802- Daily Safety and Health Walkthrough and #802a- Daily Safety and Health Walkthrough Checklist outlines procedures followed.

Facility Parking Risk Management Assessment

Inadequate turning areas, blind corners, and uneven walking surfaces can all cause collisions or employee injury in parking areas. SOP #901- Facility Parking Risk Assessment helps identify and prevent these types of collisions for both buses and personal vehicles. The Contract General Manager must ensure compliance with all provisions of the SOP. The risk of the facility is assessed as follows:

- Annually
- Unscheduled- whenever a significant vehicle collision or a pedestrian strike occurs in the bus yard or on company premises.
- SOP #901a- Facility Parking Risk Assessment Guide and SOP #901b- Facility Parking Risk Assessment Form are tools to help with this assessment.
- An identified hazard, the worst, credible potential consequence of a hazard, and any corrective action taken from the Facility Parking Risk Management Assessment are recorded in ECCTA’s Systems Hazards electronic database by the Safety Manager.

Facilities

Administration, Operations & Maintenance Facility Plan

The schedule for daily, weekly, monthly, quarterly and annual facility inspections is outlined in ECCTA’s Administration, Operations & Maintenance Facility Plan. An identified hazard, the worst, credible potential consequence of a hazard, and any corrective action taken from the facility inspections are recorded in ECCTA’s Systems Hazards electronic database by the Facilities Manager and Director of Maintenance.

Stormwater Prevention Plan (SWPP)

As part of ECCTA’s SWPP, weekly inspections are performed on the spill covers, storm drains, sump, and sweeper. Monthly inspections are performed on eye wash stations and fire extinguishers. Annual inspections of the facility are performed to review stormwater regulation requirements compliance. Stormwater runoff samples are taken

during qualifying storm events and are tested for environmental pollutants. Any identified deficiencies noted in the inspections, or when individual sample test results either exceed the instantaneous NAL or the average NAL, will be investigated to determine the cause. Deficiencies and test results exceeding either the instantaneous or average NAL caused by an identified hazard will be recorded in ECCTA's Systems Hazards electronic database by the Facilities Manager, Manager of Administrative Services, or Director of Maintenance.

Maintenance Plan

ECCTA's Maintenance Plan outlines the schedule for preventative maintenance and vehicle inspections. Vehicle inspections, which may identify a series of defects in components and parts with the potential to impact the safety performance of the vehicle are reviewed. An identified hazard, the worst, credible potential consequence of a hazard, and any corrective action taken is recorded in ECCTA's Systems Hazards electronic database by the Facilities Manager and Director of Maintenance.

Injury and Illness Prevention Plan (IIPP)

As documented in ECCTA's IIPP, a Hazard Assessment Checklist for the facility is completed annually. If any item on the checklist is marked "N," then a resolution will be sought as soon as possible. If the status of the item creates a hazard, or if the resolution of the item creates a hazard, that hazard will be recorded in ECCTA's Systems Hazards electronic database by the Facilities Manager or Manager of Administrative Services.

- **Positive Check-In Procedures and Reasonable Suspicion**

Positive check-in procedures are to ensure operators reporting are fit-for-duty. SOP #804- Positive Check-In Procedures and Reasonable Suspicion outlines procedures followed.

- **On-Board Video Technology**

SOP #704- On-Board Video Technology provides a summary of the on-board video system and company standards that all operations employees must follow when operating a company vehicle equipped with on-board video technology. This technology is a valuable resource that helps operations instill positive driving behaviors by providing opportunities to view recorded driving events, driver history, and company trends. The goal of this in-cab camera technology is to proactively identify unsafe behaviors and improve those identified behaviors through coaching, retraining, and if necessary, disciplinary measures in accordance with the provisions of the Employee Handbook and applicable Collective Bargaining Agreements. A hazard identified through on-board video technology, the worst, credible potential consequence of the hazard, and any corrective action taken is recorded in ECCTA's Systems Hazards electronic database by the Safety Manager.

- **Incident Report and Initial Exposure Incident Report Operations**

Operations employees document incidents that occur on the road, on the bus, or at the facility through an Incident Report. Incident Reports are for reporting any of the following that occurred: injury to employee, dispute between employees, dispute between operator/passenger, dispute between operator, motorist, dispute between passengers, operator/passenger victim of assault/theft, intoxicated passenger, passenger illness, vandalism/damage to bus, fire on bus, bus struck animal, witness report, dispute- fare/transfer, missed passenger, object struck bus, off route, other.

Incidents with passengers involving slips and falls on or near the vehicle, fights, police action, or removal of a passenger, must be reported to dispatch immediately and require

SOP #700a– Auto & General Liability Claim Form to be completed by management before going off duty for the workday.

All other incidents and occurrences out of the norm, no matter how slight, are to be reported to dispatch upon return to the yard.

If in doubt, operators are to immediately contact dispatch.

If a hazard is identified through the Incident Report, the information is recorded in ECCTA's Systems Hazards electronic database by the Safety Manager. Risk of operator assault is identified and mitigated through incident reporting.

Facilities

ECCTA maintenance and administration employees document incidents that occur through an Incident Report. Incident Reports are for reporting any of the following that occurred: employee injury, dispute between ECCTA employees, property damage, environmental issue, other. If a hazard is identified through the Incident Report, the information is recorded in ECCTA's Systems Hazards electronic database by the Manager of Administrative Services.

ECCTA maintenance and administration employees document blood borne pathogen incidents through an Initial Exposure Incident Report. If a hazard is identified through the Initial Exposure Incident Report, the information is recorded in ECCTA's Systems Hazards electronic database by the Facilities Manager.

- **Incident Alert and Security Incident Report**

Operations

Incident Alert

The Incident Alert documents incidents that occur on ECCTA vehicles. The Incident Alert is for reporting employee injury, collision, passenger/third party injury, assault, injury to passengers with disabilities, security event, facility/property damage, missing children, or a media event. An identified hazard, the worst, credible potential consequence of the hazard, and any corrective action taken are recorded in ECCTA's Systems Hazards electronic database by the Safety Manager. Any safety risk of operator assault is identified and mitigated through Incident Alert reporting.

Facilities

Security Incident Report

The Security Incident Report documents incidents that occur on ECCTA property. Security Incident Reports are for reporting any of the following that occurred: arson, aggravated assault, burglary, breaking or entering, forcible rape, homicide, larceny/theft, motor vehicle theft, robbery, alcohol/drunkenness, bomb threat, disorderly conduct, drunk driving, fighting, gambling, kidnapping, liquor law violations, narcotics, sexual offenses (indecent exposure), suspicious activity, trespassing, vagrancy/loitering, vandalism, weapons, fare evasion, lost child, medical assistance, public expectoration/urination, sleepers, smoking/eating/drinking, suspicious activity, and vehicle towing. An identified hazard, the worst, credible potential consequence of the hazard, and any corrective action taken are recorded in ECCTA's Systems Hazards electronic database by the SMS Executive.

- **Accident Investigation**

Operations

Operator Incident Report

Auto & General Liability Claim Form

Accident & Safety Data Acquisition and Reporting

Courtesy Card

Accidents are considered to be any collision that occurs while an operator is on duty. Operators are to report all accidents and collisions to dispatch immediately upon occurrence. The following SOPs are for accident investigation.

SOP #700c– Operator Incident Report and SOP #700a– Auto & General Liability Claim Form, must be completed by the operator involved and management for accidents, possible claims of accidents, damage to equipment, injury and possible injury not later than one hour after completion of shift on the day of occurrence. Any vehicle defects that may have contributed to an accident shall be included in the report.

SOP #700– Accident & Safety Data Acquisition and Reporting, and the supporting SOP's, 700a– Auto and General Liability Claim Form; 700b- Courtesy Card; 700c– Operator Incident Report; ensure that the appropriate actions happen at the scene for the safety and security of employees and passengers; and that the appropriate data is collected to evaluate the incident, determine culpability; and develop actions to limit or eliminate the possibility of the incident occurring in the future.

An identified hazard, the worst, credible potential consequence of the hazard, and any corrective action taken from the accident investigation are recorded in ECCTA's Systems Hazards electronic database by the Safety Manager.

Facilities

Occupational Incident/Injury/Illness Investigation Report

All ECCTA maintenance and administration employees are required to immediately report and document accidents, incidents, and occurrences. The Occupational Incident/Injury/Illness Investigation Report is used to investigate reported accidents, incidents, and occurrences. Root cause analysis is documented during the investigation. If a hazard is determined to be a possible causal factor, the hazard will be recorded in ECCTA's Systems Hazards electronic database by the Manager of Administrative Services and evaluated through the Safety Risk Management process.

- **Data and Information Provided by Oversight Authority and Federal Transit Administration (FTA)**

ECCTA will monitor data and information provided by an oversight authority and FTA for any identified hazards. If the identified hazards are applicable to ECCTA, the SMS Executive will record the information in the Systems Hazards electronic database.

- **Guidelines from the Centers for Disease Control and Prevention (CDC) and California Department of Public Health (CDPH)**

Operations

The following SOPs align with the Center for Disease Control & Prevention to minimize the exposure of the public, personnel, and property to hazards and unsafe conditions relative to infectious diseases.

SOP #809 – Infection Control & Response for H1N1 Influenza / MRSA / Coronavirus

SOP #809a – MRSA General Information

SOP #809b – H1N1 Flu General Information

SOP #809c – Coronavirus General Information

SOP#810 – Bus/Work Area Disinfecting

Facilities

ECCTA will monitor data and information provided by the CDC and CDPH for identifying safety risk mitigations or strategies to minimize the exposure of the public, personnel, and property to infectious diseases. If the recommended mitigations or strategies are applicable to ECCTA, the Manager of Administrative Services will record the safety risk mitigations or strategies in the Systems Hazards electronic database.

Injury and Illness Prevention Program (IIPP)

ECCTA follows Cal/Osha regulations and also monitors the CDC and CDPH for information on infectious diseases. ECCTA will evaluate the IIPP, as necessary and in accordance with Cal/Osha regulations, to determine if actions are necessary to minimize the exposure of the public, personnel, and property to hazards and unsafe conditions associated with infectious diseases. A COVID-19 Supplement and a Public Health Policy are included in the IIPP. The Manager of Administrative Services is responsible for updating the IIPP.

- **Safety Concerns Identified Through Safety Assurance Activities**

Any safety concerns the SST identifies through safety assurance activities will be recorded in the Systems Hazards electronic database by the SMS Executive.

- **Safety Risk Reduction Program**

ECCTA 's comprehensive Safety Risk Reduction Program to improve safety and assist with mitigation of accidents, injuries, and assaults on transit workers includes reviewing information submitted through various reporting programs to identify, assess, and mitigate hazards associated with accidents, injuries, and transit worker assaults, and reporting transit worker assaults according to reporting requirements in FTA's National Transit Database.

The reporting programs also assist ECCTA in identifying visibility impairments for bus operators and mitigating visibility impairments. If a visibility impairment is reported, the impairment will be recorded in the Systems Hazards electronic database by the manager assigned to the reporting program.

- **Employee Safety Reporting Program-** Through the ECCTA and Transdev employee safety reporting programs, all employees are encouraged to report anything believed to be a hazardous condition or unsafe practice that may cause injury to people, property, or the environment. In addition, employees are encouraged to share any suggestions to improve safety in the workplace. All injuries, accidents and near misses are to be reported. This includes transit worker assaults and transit worker assault information is reviewed and reported in FTA's National Transit Database according to reporting requirements. Hazards identified through the ECCTA and Transdev employee safety reporting programs and the worst, credible potential consequence of a hazard are recorded in ECCTA's Systems Hazards electronic database by the Manager of Administrative Services and Safety Manager
- **Incident Report-** Operations employees document incidents that occur on the road, on the bus, or at the facility through an Incident Report. Incident Reports are for reporting any of the following that occurred: injury to employee, dispute between employees, dispute between operator/passenger, dispute between operator, motorist, dispute between passengers, operator/passenger victim of assault/theft, intoxicated passenger, passenger illness, vandalism/damage to bus, fire on bus, bus struck animal, witness report, dispute- fare/transfer, missed passenger, object struck bus, off route, other.

Incidents with passengers involving slips and falls on or near the vehicle, fights, police action, or removal of a passenger, must be reported to dispatch immediately and require a SOP #700a– Auto & General Liability Claim Form to be completed by management before going off duty for the workday.

All other incidents and occurrences out of the norm, no matter how slight, are to be reported to dispatch upon return to the yard.

If in doubt, operators are to immediately contact dispatch.

Transit worker assault information is reviewed and reported in FTA's National Transit Database according to reporting requirements. If a hazard is identified through the Incident Report, the information is recorded in ECCTA's Systems Hazards electronic database by the Safety Manager.

ECCTA maintenance and administration employees document incidents that occur through an Incident Report. Incident Reports are for reporting any of the following that occurred: employee injury, dispute between ECCTA employees, property damage, environmental issue, other. This includes transit worker assaults and transit worker assault information is reviewed and reported in FTA's National Transit Database according to reporting requirements. If a hazard is identified through the Incident Report, the information is recorded in ECCTA's Systems Hazards electronic database by the Manager of Administrative Services.

- **Incident Alert-** The Incident Alert documents incidents that occur on ECCTA vehicles. The Incident Alert is for reporting employee injury, collision, passenger/third party injury, assault, injury to passengers with disabilities, security event, facility/property damage, missing children or media events. Transit worker assault information is reviewed and reported in FTA's National Transit Database according to reporting requirements. An identified hazard, the worst, credible potential consequence of the hazard, and any corrective action taken are recorded in ECCTA's Systems Hazards electronic database by the Safety Manager. Any risk of operator assault is identified and mitigated through Incident Alert reporting.
- **Security Incident Report-**The Security Incident Report documents incidents that occur on ECCTA property. Security Incident Reports are for reporting any of the following that occurred: arson, aggravated assault, burglary, breaking or entering, forcible rape, homicide, larceny/theft, motor vehicle theft, robbery, alcohol/drunkenness, bomb threat, disorderly conduct, drunk driving, fighting, gambling, kidnapping, liquor law violations, narcotics, sexual offenses (indecent exposure), suspicious activity, trespassing, vagrancy/loitering, vandalism, weapons, fare evasion, lost child, medical assistance, public expectoration/urination, sleepers, smoking/eating/drinking, suspicious activity, and vehicle towing. Transit worker assault information is reviewed and reported in FTA's National Transit Database according to reporting requirements. An identified hazard, the worst, credible potential consequence of the hazard, and any corrective action taken are recorded in ECCTA's Systems Hazards electronic database by the SMS Executive.
- **Accident Investigations-** Accidents are considered to be any collision that occurs while an operator is on duty. Operators are to report all accidents and collisions to dispatch immediately upon occurrence. The following SOPs are for accident investigation.

SOP #700c– Operator Incident Report and SOP #700a– Auto & General Liability

Claim Form, must be completed by the operator involved and management for accidents, possible claims of accidents, damage to equipment, injury and possible injury not later than one hour after completion of shift on the day of occurrence. Any vehicle defects that may have contributed to an accident shall be included in the report.

SOP #700– Accident & Safety Data Acquisition and Reporting, SOP 700a– Auto and General Liability Claim Form; 700b- Courtesy Card; 700c– Operator Incident Report; ensure that the appropriate actions happen at the scene for the safety and security of employees and passengers; and that the appropriate data is collected to evaluate the incident, determine culpability; and develop actions to limit or eliminate the possibility of the incident occurring in the future.

An identified hazard, the worst, credible potential consequence of the hazard, and any corrective action taken from the accident investigation are recorded in ECCTA's Systems Hazards electronic database by the Safety Manager.

- **Occupational Incident/Injury/Illness Investigation Report-** All ECCTA maintenance and administration employees are required to immediately report and document accidents, incidents, and occurrences. The Occupational Incident/Injury/Illness Investigation Report is used to investigate reported accidents, incident, and occurrences. Root cause analysis is documented during the investigation. If a hazard is determined to be a possible causal factor, the hazard will be recorded in ECCTA's Systems Hazards electronic database by the Manager of Administrative Services and evaluated through the Safety Risk Management process.

The Maintenance Plan is located in the Director of Maintenance office. The Administration, Operations & Maintenance Facility Plan and Initial Exposure Incident Report are located in the Facilities Manager office. The SWPP, IIPP, Incident Report, and Occupational Incident/Injury/Illness Investigation Report are located in the Manager of Administrative Services office. The Security and Emergency Preparedness Program is located in the SMS Executive office, the Contract General Manager office, and outside the Facility Manager office. The Daily Health and Safety Walkthrough, Daily Health and Safety Walkthrough Checklist, Incident Report, Incident Alert, Auto & General Liability Claim Form, Accident & Safety Data Acquisition and Reporting, and Courtesy Card are located with the Contract General Manager and with the SMS Executive.

Safety Risk Assessment

Systems Hazards electronic database

ECCTA uses a Systems Hazards electronic database to assist with safety risk assessment. When a hazard is identified, a Systems Hazards Sheet is created to measure and analyze the safety risk. The Systems Hazards Sheet is saved in the Systems Hazards electronic database. The safety risk description is documented on the Systems Hazards Sheet. Applicable details such as bus number and location are reported, if available. The safety risk likelihood and safety risk severity are determined taking into account existing safety risk mitigations, then a safety risk assessment is automatically calculated based on the Safety Risk Assessment Matrix. Safety risk impact, safety risk response, and response strategy are documented. A contingency plan is documented if it is determined necessary. The information is shared and discussed by the Safety Solutions Team. After approval of any additional safety risk mitigation, safety risk mitigation steps are implemented by an assigned manager, then the safety risk index is reviewed.

1) Safety Risk Likelihood

The definition of safety risk likelihood is how often the potential consequence of the hazard might occur, considering the worst foreseeable- but credible- condition. Determination of safety risk likelihood must take into account existing safety risk mitigations. The subjective measure is ranked as follows:

- A) Frequent-** Will occur frequently in the life of an item; continuously experienced in fleet/inventory
- B) Probable-** Will occur several times in the life of an item; will likely occur in fleet/inventory
- C) Occasional-** Likely to occur sometimes in the life of an item; will occur several times in fleet/inventory
- D) Remote-** Unlikely but possible to occur in life of an item; unlikely, but can be expected to occur in fleet/inventory
- E) Improbable-** So unlikely, occurrence may not be experienced; unlikely to occur, but possible to occur in fleet/inventory
- F) Eliminated-** Safety risk removed/eliminated; will not occur in fleet/inventory

Likelihood Level	Likelihood of event in specific item	Occurrence Description
a Frequent	Will occur frequently	Continuously Experienced
b Probable	Will occur several times	Will likely occur
c Occasional	Likely to occur sometimes	Will occur several times
d Remote	Unlikely but possible to occur	Unlikely, but can be expected to occur
e Improbable	So unlikely, occurrence may not be experienced	Unlikely to occur, but possible
f Eliminated	Safety risk removed / eliminated	Will not occur

2) Safety Risk Severity

Safety risk severity is the anticipated effects of a potential consequence of the hazard, should it materialize. It is a subjective assessment of the damaging potential of the consequence of the hazard under the worst foreseeable- but credible- condition. Determination of safety risk severity must take into account existing safety risk mitigations. Safety risk severity is categorized as follows:

- 1) Catastrophic-** Death or system loss
- 2) Critical-** Severe injury, severe occupational illness, or major system damage
- 3) Marginal-** Minor injury, minor occupational illness, or minor system damage
- 4) Negligible-** Less than minor injury, less than minor occupational illness, or less than minor system damage

Severity	1. Catastrophic	2. Critical	3. Marginal	4. Negligible
Injury	Death	Severe Injury	Minor Injury	Less Than Minor Injury
Occupational Illness	Death	Severe Occupational Illness	Minor Occupational Illness	Less Than Minor Occupational Illness
Service/ Operation	System Loss	Major System Damage	Minor System Damage	Less Than Minor System Damage

3) Safety Risk Assessment Matrix

The Safety Risk Assessment Matrix calculates the safety risk level based on the safety risk likelihood and safety risk severity analysis. The safety risk assessment allows ECCTA to evaluate the acceptability of the safety risk and prioritize safety risk mitigation efforts.

- 1) High
- 2) Serious
- 3) Medium
- 4) Low
- 5) Eliminated

ECCTA SAFETY RISK ASSESSMENT MATRIX

ECCTA Safety Risk Assessment Matrix		SEVERITY			
		1. Catastrophic	2. Critical	3. Marginal	4. Negligible
LIKELIHOOD	a. Frequent	High (1a)	High (2a)	Serious (3a)	Medium (4a)
	b. Probable	High (1b)	High (2b)	Serious (3b)	Medium (4b)
	c. Occasional	High (1c)	Serious (2c)	Medium (3c)	Low (4c)
	d. Remote	Serious (1d)	Medium (2d)	Medium (3d)	Low (4d)
	e. Improbable	Medium (1e)	Medium (2e)	Medium (3e)	Low (4e)
	f. Eliminated	Eliminated			
Resolution Requirements					
High		Unacceptable	correction required		
Serious		Undesirable	correction may be required, decision by management		
Medium		Acceptable w/ review	with review and documentation by management		
Low		Acceptable	without review		
Eliminated		Acceptable	no action needed		

Based on Military Standard 882E

4) Safety Risk Impact

Safety risk impact describes the worst, credible potential consequence of a hazard.

5) Safety Risk Response

Safety risk response strategies are the approaches ECCTA can take to manage the safety risk associated with the hazard. Safety risk response is categorized as follows:

- 1) **Acceptance.** Accept the potential consequences of the hazard.
- 2) **Avoidance.** Avoid the potential consequences of the hazard.
- 3) **Contingency.** Backup solution to reduce the likelihood and/or severity of potential consequences of the hazard.
- 4) **Mitigation.** Solution to reduce the likelihood and/or severity of potential consequences of the hazard.
- 5) **Transfer.** Shift the potential consequences of the hazard from one party to another.

The Systems Hazards Sheet is listed in the Appendix.

Safety Risk Mitigation

ECCTA strives to reduce to the lowest level practical, the safety risk associated with an identified hazard. Safety risk mitigation is not synonymous with hazard elimination. ECCTA's transit environment contains some hazards that are impossible to eliminate and others that are highly impractical to eliminate. Accomplishing reduction of safety risk to the lowest practical level occurs in a variety of ways, from protective and warning devices to special procedures. There are, however, some hazards that present unacceptable safety risk requiring reduction or elimination of the safety risk. Part of the safety risk mitigation process is the use of the Safety Risk Assessment Matrix. The matrix describes if the safety risk level is acceptable, acceptable with review, undesirable, or unacceptable.

ECCTA's Safety Risk Assessment Matrix is as follows:

ECCTA SAFETY RISK ASSESSMENT MATRIX

ECCTA Safety Risk Assessment Matrix		SEVERITY			
		1. Catastrophic	2. Critical	3. Marginal	4. Negligible
LIKELIHOOD	a. Frequent	High (1a)	High (2a)	Serious (3a)	Medium (4a)
	b. Probable	High (1b)	High (2b)	Serious (3b)	Medium (4b)
	c. Occasional	High (1c)	Serious (2c)	Medium (3c)	Low (4c)
	d. Remote	Serious (1d)	Medium (2d)	Medium (3d)	Low (4d)
	e. Improbable	Medium (1e)	Medium (2e)	Medium (3e)	Low (4e)
	f. Eliminated	Eliminated			
Resolution Requirements					
High		Unacceptable	correction required		
Serious		Undesirable	correction may be required, decision by management		
Medium		Acceptable w/ review	with review and documentation by management		
Low		Acceptable	without review		
Eliminated		Acceptable	no action needed		

Based on Military Standard 882E

After the safety risk assessment is complete, resolution requirements indicate if the safety risk level is:

- 1) **High- Unacceptable** with correction required
- 2) **Serious- Undesirable** and correction may be required, decision by management needed
- 3) **Medium- Acceptable with review** and documentation by management
- 4) **Low- Acceptable** without review by management
- 5) **Eliminated- Acceptable** with no action needed

Elimination or reduction of hazards with safety risk in the highest safety risk category in the Safety Risk Assessment Matrix (High: 1a, 1b, 1c, 2a, 2b) occurs until the hazards are in a lower safety risk category and acceptable. Elimination or reduction of hazards with safety risk in the second highest safety risk category in the Safety Risk Assessment Matrix (Serious: 1d, 2c, 3a, 3b) occurs until the hazards are in a lower safety risk category, if possible, and acceptable.

Approach to Hazard Elimination and Safety Risk Mitigation

If the safety risk associated with an identified hazard requires correction, safety risk mitigation efforts will occur, if possible. Safety risk mitigation is a solution that reduces the likelihood and/or severity of potential consequences of the hazard. If safety risk mitigation is recommended, ECCTA uses a hierarchal approach to eliminate or reduce the safety risk associated with the hazard:

- 1) **Design for minimum safety risk**
- 2) **Use of safety devices**
- 3) **Use of warning devices**
- 4) **Provide special procedures and training**
- 5) **Provide Personal Protective Equipment (PPE)**

Design for minimum safety risk

When designing for minimum safety risk, there should be provisions in all designs to identify and eliminate hazards through appropriate safety and security design concepts. To the extent permitted by cost and practicality, identified hazards are eliminated or controlled by the design of equipment, systems and facilities. Design provides safety risk mitigation to the lowest practical risk level for hazards not eliminated.

Use of safety devices

After design, the use of fixed, automatic, or other protective safety devices may reduce remaining hazards to an acceptable safety risk level. These safety devices are critical system elements and will be inspected and maintained as such.

Use of warning devices

When design and safety devices cannot effectively mitigate hazards, use of warning devices may provide timely detection of the activated hazard and generate adequate warning signals to alert persons of the hazard. Design of warning devices and signage shall minimize the probability of incorrect reaction to the warning by employees or other individuals. These warning devices are critical system elements and will be inspected and maintained as such.

Provide special procedures and training

Where it is impossible to adequately provide safety risk mitigation through design, safety devices, or warning devices, written procedures and training are used to either reduce the likelihood of the hazard occurring, reduce the severity of the hazard if it does occur, or both, so that an acceptable safety risk level is achieved.

Provide Personal Protective Equipment (PPE)

When design, safety devices, warning devices, written procedures and training cannot effectively provide safety risk mitigation, PPE may be used to achieve an acceptable safety risk level. The use of PPE ensures employees wear the proper protective clothing, gloves, safety glasses, ear protection, etc. for the job.

The documented safety risk response strategy is shared with the Safety Solutions Team. After concurrence by the Safety Solutions Team, the safety risk response strategy for a safety risk of high, serious, or medium level is presented to the CEO who may accept, modify, or reject the recommendation. Upon modification or rejection of the recommendation, the Safety Solutions Team will further analyze, determine strategy and recommend other actions until final approval by the CEO. Referral of the approved safety risk response strategy is directed to the responsible department manager for implementation. The safety risk is re-evaluated by the Safety Solutions Team for acceptability or the need for further safety risk mitigation.

6. Safety Assurance

Safety Performance Monitoring and Measurement

Describe activities to monitor the system for compliance with procedures for operations and maintenance.

ECCTA monitors the system for compliance with procedures for operations and maintenance according to the following chart.

Safety Assurance Process	If yes, then....
Procedures Monitoring and Measurement	
Inadequate compliance?	Address non-compliance
Insufficient?	Evaluate hazards through Safety Risk Management

Operations

On-Board Video Technology

On-Board Video Technology is a valuable resource that helps operations instill positive driving behaviors by providing opportunities to view recorded driving events, driver history, and company trends. The goal of this in-cab camera technology is to proactively identify unsafe behaviors and improve those identified behaviors through coaching, retraining, and if necessary, disciplinary measures in accordance with the provisions of Transdev's Employee Handbook and applicable Collective Bargaining Agreements. If monitoring On-Board Video Technology indicates that an operator's recorded driving event needs addressed, the operator is coached and retrained for the event. On-Board Video Technology reports are monitored to determine upcoming in-service agendas and training. The Safety Manager monitors On-Board Video Technology and will evaluate any identified hazards through the Safety Risk Management process.

Performance Audits

Transdev monitors operator performance to identify any non-compliance with procedures or insufficient procedures. If monitoring indicates that employees are not complying with procedures, the evaluator will address the non-compliance with re-training. If monitoring indicates that procedures are insufficient, the Safety Manager will evaluate any identified hazards through the Safety Risk Management process.

Maintenance

Mechanical Failures

Through monitoring mechanical failures, ECCTA's Director of Maintenance monitors that ECCTA maintenance employees are complying with procedures. If monitoring indicates that maintenance employees are not complying with procedures, the Director of Maintenance will address the non-compliance. If monitoring indicates that procedures are insufficient, the Director of Maintenance will evaluate any identified hazards through the Safety Risk Management process.

Describe activities to monitor operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended.

ECCTA monitors operations to identify any safety risk mitigations that may be ineffective, inappropriate, or not implemented as intended according to the following chart.

Safety Assurance Process	If yes, then....
Safety Risk Mitigation Monitoring and Measurement	
Ineffective?	Evaluate hazards through Safety Risk Management
Inappropriate?	Identify new mitigation under Safety Risk Management
Not implemented?	Address non-compliance

Safety Solutions Team (SST)

Information reported through ECCTA’s Systems Hazards electronic database is reviewed by the Safety Solutions Team (SST). SST members discuss identified hazards, assess and perform safety risk mitigation through safety risk management, and then communicate follow up information on identified hazards reported through the employee safety reporting programs in posted SST minutes. Throughout this process, SST members also monitor safety risk mitigations. SST members discuss safety risk mitigations or strategies that may be ineffective, inappropriate, or not implemented as intended and assist in identifying safety deficiencies for continuous improvement. If monitoring identifies any safety risk mitigation that is ineffective, then the hazard will be evaluated through the Safety Risk Management process. If monitoring identifies any safety risk mitigation that is inappropriate, then new safety risk mitigation will be identified under the Safety Risk Management process. If monitoring identifies any safety risk mitigation that was not implemented, then the non-compliance will be addressed.

Describe activities to conduct investigations of safety events to identify causal factors.

A safety event is any accident, incident, or occurrence. ECCTA conducts investigations of safety events to identify causal factors according to the following chart.

Safety Assurance Process	If yes, then....
Safety Event Investigations	
Causal factors identified?	Evaluate hazards through Safety Risk Management
Information collected?	Use to monitor and measure through other Safety Assurance processes

Operations

Elimination of preventable injuries and collisions is the number one goal. Safety events are investigated. Any injury, collision or incident that occurs is investigated to determine preventability or non-preventability. Investigations include all instances in which:

- an ECCTA vehicle was damaged, or causes damage
- an ECCTA vehicle leaves the traveled roadway
- a passenger is injured on or by an ECCTA vehicle
- an employee is injured in the workplace
- a pedestrian is injured caused by an ECCTA vehicle

SOP #700-Accident & Safety Data Acquisition describes the data collection process including:

- Defining the Event & What to Do
- Accidents– Defining the Accident
- Rules That Apply to an Accident
- Operator Responsibility
- Accident Investigation Responsibilities

The Safety Manager reviews the data collected to determine if the accident/incident was preventable or non-preventable. If a hazard is determined to be a possible causal factor, the hazard will be recorded in ECCTA’s Systems Hazards electronic database by the Safety Manager and evaluated through the Safety Risk Management process.

Facilities

Occupational Incident/Injury/Illness Investigation Report

All ECCTA maintenance and administration employees are required to immediately report and document safety events. The Occupational Incident/Injury/Illness Investigation Report is used to investigate reported safety events. Root cause analysis is documented during the investigation. If a hazard is determined to be a possible causal factor, the hazard will be recorded in ECCTA’s Systems Hazards electronic database by the Manager of Administrative Services and evaluated through the Safety Risk Management process.

Describe activities to monitor information reported through internal safety reporting programs.

ECCTA monitors information reported through internal safety reporting programs according to the following chart.

Safety Assurance Process	If yes, then....
Internal Reporting Programs Monitoring and Measurement	
Safety concerns identified?	Evaluate hazards through Safety Risk Management
Information collected?	Use to monitor and measure through other Safety Assurance processes

Safety Solutions Team (SST)

Information reported through ECCTA’s Systems Hazards electronic database is reviewed by the Safety Solutions Team (SST). SST members discuss identified hazards, assess and provide safety risk mitigation through safety risk management, and then communicate follow up information on identified hazards reported through the employee safety reporting programs in posted SST minutes. Throughout this process, SST members also monitor safety risk mitigations. SST members discuss safety risk mitigations or strategies that may be ineffective, inappropriate, or not implemented as intended and assist in identifying safety deficiencies for continuous improvement.

Continuous Improvement

Describe the process to assess safety performance annually and the plan to address any deficiencies identified through the safety performance assessment.

At the annual review of the Agency Safety Plan, ECCTA will assess its safety performance based on data from safety performance targets for fatalities, injuries, safety events, and system reliability. If there is an increase in fatalities, injuries or safety events, or a decrease in system reliability, the SMS Executive will work with the SST Committee and Accountable Executive to address any deficiencies identified.

Management of Change
<i>As a small agency, ECCTA is not required to implement a management of change process.</i>

7. Safety Promotion

Competencies and Training

Describe the safety training program for all agency employees and contractors directly responsible for safety.

Safety is a top priority at ECCTA. Safety information and training is provided to all employees, both ECCTA employees and Transdev employees. Transdev provides the training program for all operations employees, which includes operators, dispatchers, schedulers, and operations lead staff. ECCTA provides the training program for all maintenance and administrative employees.

Transdev communicates hazards and safety risks relevant to employee's roles and responsibilities for operations employees during New Hire Training, as documented below. ECCTA communicates hazards and safety risks relevant to employee's roles and responsibilities for maintenance and administrative employees in its training program, as documented in the Appendix, and in individual job descriptions, as is documented in the employee handbook. Job descriptions are reviewed with maintenance and administrative employees upon hire, at "Safety Management System" training, and are included in the employee handbook.

ECCTA and Transdev have the following safety training programs:

Operations

Transdev provides the training program for all operations employees. Transdev acquired First Transit in March 2023 and currently operates ECCTA's location following First Transit policies and procedures. Training employees to assess safety risk and recognize and avoid hazards in the workplace is critical to the overall safety of the workplace. Every Transdev employee is trained in "**BeSafe**" and "**Safe Work Methods**". "**BeSafe**" is the company-wide approach to safety management. This program takes safety performance to the next level through behavioral change. "BeSafe" is inclusive, collaborative and focuses on recognizing and acknowledging safe behavior and actions through positive reinforcement such as debriefs, tours, and employee engagement. All contract employees are trained in the principles of "BeSafe." "**Safe Work Methods**" is designed to educate employees on how to identify conditions and actions posing safety risk to their well-being and that of their coworkers. This training is to be used:

- In training new hire employees
- In leading supervisors in identifying root causes of workplace injuries
- In retraining injured workers so that re-occurrences are avoided
- To supplement First Occupational Rehabilitation Management (F.O.R.M.) light duty and return to work management program, in controlling workers compensation losses

The "Safe Work Methods" training curriculum includes:

New Hire Training

New hire training is designed to educate the new employee to the hazards commonly found in the transportation environments including in vehicle maintenance shops, bus yards, fuel islands, wash bays, and office environments. The program also makes employees aware of injuries that can result from physical activities such as entering and exiting vehicles, assisting persons with disabilities, and handling mobility devices.

- PPE program including requirements for appropriate
 - Safety eyewear

- Safety footwear
- Safety hand wear
- Hi-Vis vests
- Disposal contaminated materials
- Safety Risk Assessment and Injury Avoidance
 - Walking and Climbing
 - Lifting, Carrying, Holding, and Lowering Objects
 - Pushing, Pulling, and Twisting
 - Burns, Scalds
 - Exposed Fluids, Chemicals, Smoke
 - Cuts, Punctures, Abrasions, Lacerations
 - Mobility Device Lifts/Ramps

Requirements for Operator Training

Applicants are required to successfully complete a comprehensive training program prior to transporting passengers. Trainees are continually evaluated and tested throughout the training program. Trainees who do not demonstrate the required level of proficiency are provided additional training or are removed from training. The operator training program combines instructor-led sessions, video instruction, facilitated discussion, and opportunities for the trainees to practice what they have learned. Training topics include:

Classroom Training

The first part of operator training, classroom training, begins the process of instilling the safety culture into each operator. Helping the student operators understand the importance of keeping themselves and each passenger safe; and their responsibilities in maintaining a safe environment, is a theme integrated throughout.

- **Unit 1- Introduction**
 - Welcome and Introduction
 - Title VI Civil Rights Act 1964
 - Employee Handbook
 - BeSafe - Making Safety Personal
 - Hazardous Communication
 - Blood borne Pathogens
 - Busing on the Look Out
 - FT Safe Wheels
- **Unit II- Fundamentals**
 - Safe Work Methods
 - Basics of Safety
 - Managing Emergencies
 - Security Awareness
 - Map Reading
 - Communication Devices
 - Navigation and Fare Policies
 - Smith System
- **Unit III- The Operator**
 - Drug and Alcohol Awareness
 - Distracted Driving
 - Fatigue and Sleep Apnea Awareness
 - DriveCam Orientation
- **Unit IV- Transporting Passengers with Disabilities**
 - Transporting Passengers with Disabilities
 - Interacting with Passengers
 - Diffusing Conflict

- Passenger Care While Loading and Unloading
- Mobility Aids and Devices
- **Unit V- Driving Fundamentals**
 - Driving Fundamentals I
 - Driving Fundamentals II
 - Roadway Types
 - Railroad Crossings

Behind-the-Wheel Training

Behind-the-Wheel training is conducted in three phases. Since most people coming to work as a bus operator have not been exposed to driving the types of vehicle used, the first part of behind-the-wheel training takes place on a closed course. This provides the opportunity for the Instructors to evaluate the skill levels of each employee; and gives each employee the opportunity to make and learn from their mistakes in a safe environment.

The next phase of Behind-the-Wheel training takes place on the road, but in a controlled manner. During the road phase of the training, each student operator works one-on-one with an instructor. The road work begins with the basics; intersections, service stops, and backing. The next advanced stage of the road work addresses roadways, highway driving, and continues the instruction on intersections and service stops. The “Smith Driving System” principles are incorporated throughout the entire Behind-the-Wheel training phase.

- **Closed Course (Group Work)**
 - Vehicle Orientation
 - Pre-Trip Inspection
 - Seat Adjustment
 - Mirror Adjustment
 - Braking, Accelerating, and Transmission
 - Wheelchair Securement
 - Reference Points
 - Lane Position
 - Right Side / Left Side
 - Backing Point
 - Forward Stop
 - Pivot Points
 - Turning Points
 - Vehicle Control
 - Straight in Lane
 - Left Turn
 - Right Turn
 - Lane Changing- Moving Right or Left
- **One on One Instruction Behind-the-Wheel**
 - **Basic Road Work**
 - “Smith System”
 - Intersections
 - Service Stops
 - Backing
 - **Advanced Road Work**
 - “Smith System” Commentary Driving
 - Roadways
 - Expressway / Highway Driving
 - Intersections
 - Service Stops

- **Final Evaluation**

Upon completion of the training program, before an operator can be placed into service, they must successfully demonstrate their mastery of the skills and practices learned during the training program.

- **Cadet Training**

Once a new operator has been placed into service there is period of observation where an experienced operator, instructor, or supervisor periodically rides-along to ensure the skills learned in training have successfully transferred to providing service. This includes the securement and transportation of a person with a disability.

Requirements for Staff Training

Staff personnel are trained in Safety Leadership and “BeSafe”.

- **Safety Leadership**

This is an interactive CD-ROM course consisting of 5 CD’s and leaders guides which are designed to educate all levels of management on the behaviors surrounding accidents. Every level of management takes the course and successfully pass an online test, found on the Safety Resource Center (SRC), with a passing grade of 90% or better.

The course outline is as follows:

- Safety Leadership
 - Accidents
 - Behavior
 - Leadership
- Supervisor Development
 - The Role of the Supervisor
 - Communication
 - Building Trust
 - Conflict Resolution
 - Performance Management
 - Decisions
- **Additional Safety Training**
 - Reasonable Suspicion
 - Supervisor’s Report of Reasonable Suspicion
 - Code of Conduct
 - Customer Service
 - OSHA Requirements
 - Hazard Abatement FORM– CA Only

Requirements for Continuing Training and Evaluations

Transdev provides ongoing employee training and evaluations.

The objective of ongoing evaluations is met through a broad spectrum of regularly scheduled management activities including:

- road observations,
- ride along evaluations, and
- daily safety contacts.

Where evaluations and observations identify unsafe acts or conditions, retraining is provided to improve skill levels in accordance with corporate standards.

Safety Meetings

- Twelve (12) safety meetings are held annually with required topics identified by the location and region safety management
- Each meeting is to be a minimum of one (1) hour in length
- A required topic along with a safety campaign including posters and DVD is presented to all employees
- Annual de-escalation training is provided at a safety meeting
- Annual training is provided at a safety meeting on the employee safety reporting program, including safety concern identification and safety reporting training
- Attendance is a condition of employment and is mandatory for all operators, management, and operational staff. (*Unless stated otherwise in the Collective Bargaining Agreement.*)
 - Failure to attend all meetings will result in disciplinary actions up to and including termination.

Retraining

Elimination of preventable injuries and collisions is the number one goal. A contract employee involved in a preventable injury or collision is placed on administrative leave pending completion of the investigation and completion of any required retraining.

Facilities

All ECCTA maintenance and administration employees participate in an employee orientation on the first day of being hired. The Workplace Security Program, Safety Management Policy Statement and employee safety reporting program are discussed at orientation. ECCTA maintenance and administration employees receive annual training on the Safety Management Policy Statement and ECCTA employee safety reporting program at the “Hazard Communication” and “Safety Management System” training classes. At the “Safety Management System” training class, ECCTA maintenance and administration employees receive in-depth training on the employee safety reporting program, including safety concern identification and reporting training. ECCTA administration employees and maintenance employees receive annual “De-escalation Training”.

ECCTA has a comprehensive health and safety training program in order to accomplish the agency’s safety objectives. The training program is designed to instruct each ECCTA maintenance and administration employee regarding general safety procedures, as well as hazards and safety procedures specific to each employee’s duty assignment. Training is provided on an annual basis for all permanent ECCTA maintenance and administration employees according to the training matrix in **ECCTA’s training program (Appendix)**.

Safety Communication

Describe processes and activities to communicate safety and safety performance information throughout the organization.

Safety and safety performance information is communicated throughout the organization. Information on the ECCTA and Transdev employee safety reporting programs and how to communicate safety concerns is communicated upon hire and during trainings.

Operations

In addition to the required OSHA, state and federal posters in the driver’s room, Transdev has

four main communication boards featuring different safety information. Safety communication content includes safety-related hazards and safety messaging for the operations department. A binder with monthly SST minutes, which includes follow up information on identified hazards reported through the employee safety reporting program and results of SST actions, is located in the safety training office.

- **BeFirst-** The BeFirst safety communication board is regularly updated to reflect the number of collision free days, injury free days, and lost work days. There are two safety topics communicated on the BeFirst board. Safety topics are selected by the corporate safety team.
- **In the Spotlight-** In the Spotlight is used to communicate current operational and safety information. Safety department communication, how to report safety concerns, monthly SST minutes which includes follow up information on identified hazards reported through the employee safety reporting program, and the Safety Management Policy Statement are posted on this communication board.
- **Hot Spot-** The Hot Spot board is located near the door to the bus yard and displays road safety tips. Road safety tips are updated as needed to focus on the current safety topic.
- **Health & Wellness Board-** The Health & Wellness Board is updated monthly with nutrition, financial, local, safety, fitness, and topic of the month information. This board communicates the health management program to employees.

Transdev has individual motivators in place using individual achievement awards to help affect individual safety improvement through the use of personal recognition awards. Currently established safety awards for Transdev employees are:

- **Annual Safe Driver Awards**

In addition, the **employee app** is a peer to peer safety communication tool offering safety tips, best practices, recognition, ideas on “What Works”, Safety Happenings, and Safety Pep Rallies.

Facilities

The required OSHA, state and federal posters are placed in the maintenance and administration employee break room. In addition, the maintenance department has safety posters at the computer work station and a communication board that is updated as needed. The administration department has a communication board in the break room that is updated as needed. How to report safety concerns, and the Safety Management Policy Statement are posted on the maintenance and administration communication boards. A binder with monthly SST minutes, which includes follow up information on identified hazards reported through the employee safety reporting program and results of SST actions, is located in the administration break room and in maintenance near the Safety Data Sheet binder.

ECCTA holds an annual Safety Awards Luncheon for maintenance and administrative employees to recognize the importance of safety at the agency. One maintenance employee and one administration employee are selected as the “Safety Employee of the Year”.

Additional Information

Supporting Documentation

Include or reference documentation used to implement and carry out the Agency Safety Plan that are not included elsewhere in this Plan.

The following additional documents are used to implement and carry out the Agency Safety Plan. Transdev acquired First Transit in March 2023 and currently operates ECCTA's location following First Transit policies and procedures.

- *First Transit Agency Safety Plan.* The SMS Executive has a copy of the plan.
- *First Transit Employee Handbook.* The SMS Executive has a copy of the employee handbook.
- *First Transit Safety Management System SOP #801 and #801a Mobility Device & Mobility Device Occupant Securement- Bus Operator Evaluation.* This document relates to performance audits and Safety Assurance. The SMS Executive has a copy of the SOP.
- *First Transit Safety Management System SOP #803 Safety Solutions Team.* This document describes the operation of the safety committee. The SMS Executive has a copy of the SOP.
- *First Transit SOP #900 Facility Hazard Recognition Manual.* This document outlines Transdev's Safety Management System Policy. The SMS Executive has a copy of the SOP.
- *First Transit System Safety & Security Plan. Injury & Illness Prevention Program- CA only.* This document assists with Safety Hazard Identification. The Contract General Manager has a copy of the plan.
- *ECCTA Injury Illness and Prevention Plan in the ECCTA Employee Handbook* assists with Safety Hazard Identification. The Manager of Administrative Services maintains this document.
- *ECCTA Training Program in the Hazardous Materials Business Plan.* This document outlines the safety training program that is a component of Safety Promotion. The Manager of Administrative Services maintains this document.
- *Security and Emergency Preparedness Program.* This document assists with Safety Hazard Identification. The SMS Executive maintains the security incident reports and the plan.

ECCTA maintains records related to this Agency Safety Plan and SMS implementation for a minimum of three years. These documents include, but are not limited to, the results from the SMS processes and activities. ECCTA will make this documentation available upon request to the FTA or other oversight agencies.

Definitions of Special Terms Used in the Agency Safety Plan

Term	Definition
Assault on a Transit Worker	A circumstance in which an individual knowingly, without lawful authority or permission, and with intent to endanger the safety of any individual, or with a reckless disregard for the safety of human life, interferes with, disables, or incapacitates a transit worker while the transit worker is performing the duties of the transit worker.
CDC	Centers for Disease Control and Prevention of the United States Department of Health and Human Services.
Safety Event	An unexpected outcome resulting in injury or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
Hazard	Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
Near-Miss	A narrowly avoided safety event.
Performance Target	A quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration (FTA).
Potential Consequence	The effect of a hazard.
Safety Assurance	The processes within a transit agency's SMS that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.
Safety Management Policy	A transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities for the management of safety.
Safety Management System (SMS)	The formal, top down, data-driven, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systemic procedures, practices and policies for managing hazards and safety risks.
Safety Performance Target	A performance target related to safety management activities.
Safety Promotion	A combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.
Safety Risk	The composite of predicted severity and likelihood of a potential consequence of a hazard.
Safety Risk Assessment	The formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risk.

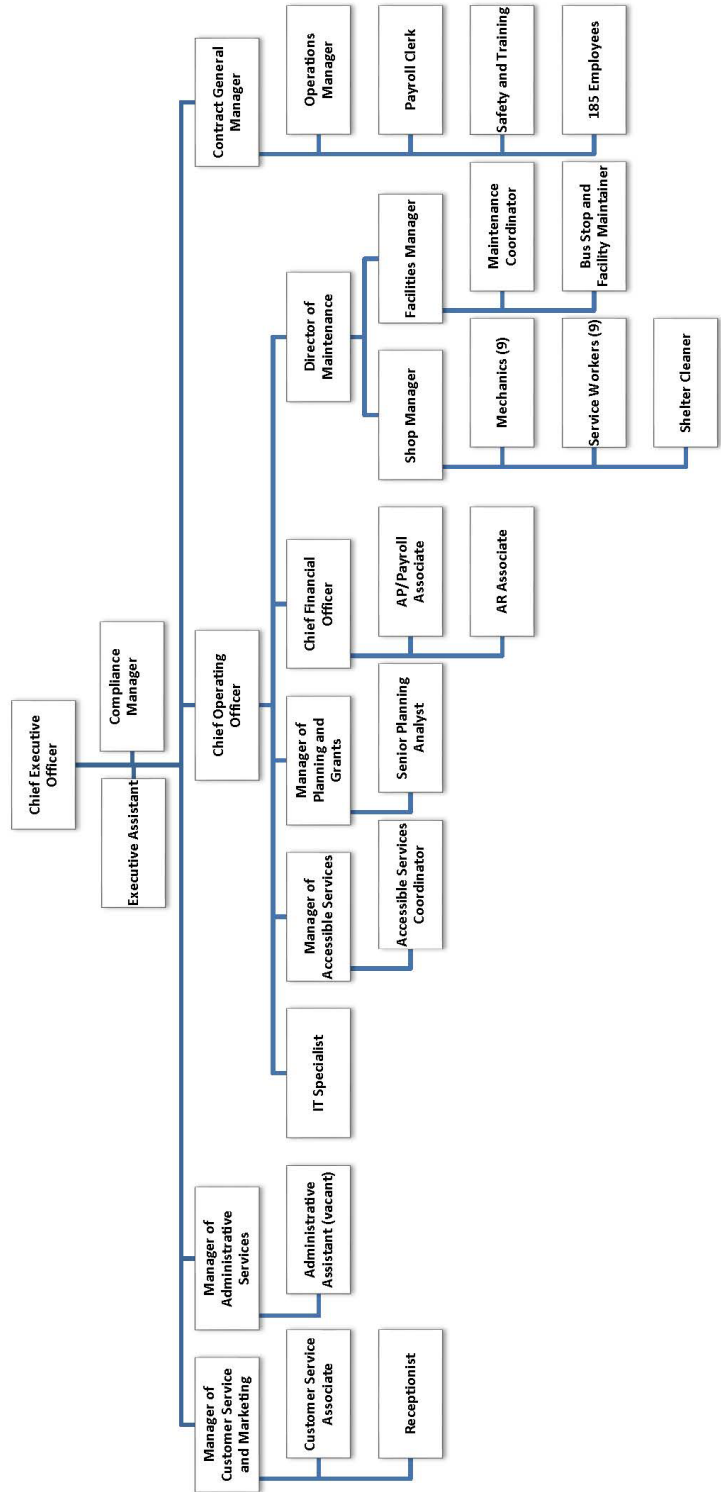
Safety Risk Management	A process within a transit agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating the safety risk of their potential consequences.
Safety Risk Mitigation	A method or methods to eliminate or reduce the severity and/or likelihood of a potential consequence of a hazard.
Safety set aside	The allocation of not less than 0.75 percent of assistance received by a large urbanized area provider under 49 U.S.C. 5307 to safety-related projects eligible under 49 U.S.C. 5307.
Transit Worker	Any employee, contractor, or volunteer working on behalf of the transit agency.

List of Acronyms Used in the Agency Safety Plan

Acronym	Word or Phrase
BART	Bay Area Rapid Transit
CEO	Chief Executive Officer
COO	Chief Operating Officer
Caltrans	Caltrans Division of Rail and Mass Transit
DUI	Driving Under the Influence
DWI	Driving While Intoxicated
ECCTA	Eastern Contra Costa Transit Authority
FTA	Federal Transit Administration
IIPP	Injury Illness Prevention Plan
MTC	Metropolitan Transportation Commission
OSHA	Occupational Safety and Health Administration
PPE	Personal Protective Equipment
SMS	Safety Management System
SOP	Standard Operating Procedure
SWPP	Storm Water Prevention Plan
TAM	Transit Asset Management
TSI	Transportation Safety Institute

Organizational Chart

Tri Delta Transit Temporary Organizational Chart
Effective 8/17/2023





Tri Delta Watch

Powered by ELERTS Corp.



Report a Problem



Call Police



Website



Alerts



Settings



More



UNSAFE CONDITIONS REPORT

NAME: <i>OPTIONAL</i>	DATE :
------------------------------	--------

HAS SUPERVISOR BEEN NOTIFIED OF SAFETY CONCERN? YES / NO

IF YES, PLEASE DETAIL ACTIONS TAKEN:

SPECIFIC CONCERN/ HAZARD:	HAZARD TYPE – CIRCLE ONE
	<ul style="list-style-type: none"> • IMMEDIATE THREAT TO LIFE • POTENTIAL THREAT TO LIFE OR SERIOUS INJURY • ERGONOMIC • MINOR HAZARD-INJURY UNLIKELY

RECOMMENDATION FOR CORRECTION:

SUBMIT COMPLETED FORM TO THE MANAGER OF ADMINISTRATIVE SERVICES

ACTION TAKEN:

- () Referred to _____ for investigation
- () Action taken _____
- () No action taken. Why? _____

WHITE COPY – MANAGER OF ADMINISTRATIVE SERVICES

YELLOW COPY – EMPLOYEE

Effective 5/2020

Injury and Illness Prevention Plan

SUGGESTION

Instructions: Write your suggestions clearly indicating exactly what is to be done. If you need more space or it is necessary to draw a sketch use the back of this form or attach a sheet of plain paper.

My
Suggestion
Is... _____

My
Suggestion
Will
Accomplish
The
Following... _____

OPTIONAL

NAME _____
DATE SUBMITTED _____
SIGNATURE _____

Systems Hazards Sheet

D #	<input type="text"/>
Opened Date	<input type="text"/>
Closed Date	<input type="text"/>
Reported By	-- Please Select One --
Risk Description	<input type="text"/>
Bus #	-- Please Select One --
Location	<input type="text"/>
Current Status	(All)
Likelihood of Occurrence	-- Please Select One --
Risk Severity	-- Please Select One --
Risk Assessment	<input type="text"/>
Risk Impact	<input type="text"/>
Risk Area	-- Please Select One --
Notes & Comments	<input type="text"/>
Notes & Comments Doc.	<input type="button" value="Browse..."/> No file selected. No Document Available
Manager Assignment	-- Please Select One --
Manager Comments	<input type="text"/>
Manager Comment Log	<input type="text"/>
<input type="checkbox"/> Manager Review Complete?	<input type="checkbox"/> Employee Review Complete?
Risk Response Strategy	-- Please Select One --
Response Strategy	

ECCTA Training Program

ECCTA/Tri Delta Transit Employee Training Matrix

Training	Administration	Maintenance	Timing
Fire Extinguisher	X	X	Annually
Hazard Communication	X	X	Annually
Spill Prevention Control Plan		X	Annually
Spill Containment, Control, and Cleanup		X	Annually
Storm Water Pollution Prevention Plan		X	Annually
Underground Storage Tank Safety Training – including alarms and leaks		X	Annually
Heat Illness Prevention		X	Annually
Bloodborne Pathogens	X	X	Annually
Safety Management System (SMS)	X	X	Annually
De-escalation Training	X	X	Annually
Emergency Evacuation Plan	X	X	Biannually
Sexual Harassment	X	X	Every two years
Violence in the Workplace	X	X	Every two years
Drug and Alcohol Program	X	X	Every two years
Security and Emergency Preparedness Program	X	X	Every three years

TAB 7

Agenda Item #7e

ACTION ITEM: Clean California Transit Grant Award

Board of Directors Meeting

Wednesday October 25, 2023

ECCTA Boardroom

801 Wilbur Avenue, Antioch, CA 94509

Staff Report to ECCTA Board of Directors

Meeting Date: October 25, 2023

Agenda Item: Clean California Transit Grant Award - Agenda Item #7e

Lead Staff: Uriel Diez, Manager of Planning and Grants

Approved: Rashidi Barnes, Chief Executive Officer 

Background

Los Medanos College (LMC) provides the community with equitable access to educational opportunities and support services that empower students to achieve their academic and career goals in a diverse and inclusive learning environment. For decades ECCTA has served LMC's student population which is 80% non-White and 43% low-income, and 34% are first-generation college students with five routes 7-days a week.

Even with this service success, there is an opportunity for ECCTA and LMC to work together to create a more vibrant, accessible, and climate-friendly transit station that is a benefit to the surrounding community and LMC's students.

Discussion

Through California Department of Transportation (CalTrans), the Clean California Transit Project Program is aimed to enhance public transit infrastructure, focusing on active transportation and transit station enhancements with art, landscaping, or similar improvements to bus stops and stations. By beautifying these transit facilities, CalTrans seeks to create a positive and welcoming environment for riders and contribute to the overall improvement of the transit experience. Furthermore, these projects will not only enhance the physical appearance of transit stations but also promote public transit usage, equitable access, and climate action.

As mentioned before, five of ECCTA's most productive routes pass through LMC's bus stops, and as College enrollment continues to rise during COVID recovery, LMC expects demand to increase, as well. Having clean, safe, and appealing bus stops will reinforce that upward trend.

Furthermore, ECCTA's goal is to work with LMC's art department to participate in the design that will represent not only LMC but tap the creativity that has been instilled into the community by the college, and foster interest and understanding of the social needs and benefits of public transportation.

Through the addition of real-time bus arrival monitors, enhanced shelters, lighting, and trash receptacles ECCTA envisions creating an open and inviting transit space for students and campus visitors to use that will reflect the spirit the college has strived to maintain since 1974.

Financial Impact

There is no fiscal impact associated with this action.

Requested Action

Adopt Resolution #231025E authorizing the CEO to execute a restricted grant agreement allocation with the California Department of Transportation in the amount of \$210,000 to fund ECCTA's Clean California Transit Program Grant award.

Attachment:

- CalTrans Restricted Grant Agreement



TRI DELTA TRANSIT

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

RESOLUTION #231025E

Authorization for the Chief Executive Officer to execute an agreement with the California Department of Transportation (CalTrans) for Eastern Contra Costa Transit Authority’s (ECCTA) Los Medanos Bus Stop Enhancements Project

WHEREAS, the Board of Directors of the Eastern Contra Costa Transit Authority is eligible to receive State funding for certain transportation-related work through the California Department of Transportation;

WHEREAS, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Clean California Transit Grant Program;

WHEREAS, ECCTA wishes to delegate authorization to execute these agreements and any amendments thereto the CEO;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Eastern Contra Costa Transit Authority to adopt Resolution #231025E authorizing the CEO to enter into a contract with CalTrans to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED THIS 25th day of October 2023, by the following votes:

EASTERN CONTRA COSTA TRANSIT AUTHORITY

Lamar Thorpe, Chair

Rashidi Barnes, Chief Executive Officer

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

Clean California Local Grant Program (State)

Restricted Grant Agreement

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the **EASTERN CONTRA COSTA TRANSIT AUTHORITY (ECCTA)**, hereinafter referred to as **AGENCY**, will commence on **September 1, 2023**, or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of this RGA and before receipt of Notice to Proceed from **CALTRANS**. This RGA shall expire on **June 30, 2025**.

Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-130-0001, who will implement the project pursuant to the attached Approved Grant Application and Amendment(s) to Grant Application, Attachment III under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.
3. WHEREAS, the Clean CA Program, through its Clean CA Local Grants Program, is authorized under California Streets and Highways Code Section 91.41 to provide funding and resources to support local projects that advance the program's goals and objectives;
4. WHEREAS, California Streets and Highways Code Section 91.41 provides the legislative authority for the Clean CA Program to advance the following intent and objectives:
 - a. Reduce Waste and Beautify Public Spaces: The primary goal of the program is to allocate grants to local and regional public agencies, transit agencies, and tribal governments to reduce waste and debris within public rights-of-way, tribal lands, parks, pathways, transit centers, and other public spaces. The program aims to enhance, rehabilitate, restore, or install measures to beautify and improve these public spaces.
 - b. Improve Public Health and Community Placemaking: The program seeks to enhance public health, cultural connection, and community placemaking by improving public spaces for walking and recreation. By investing in the improvement of these spaces, it aims to create a positive and welcoming environment for the community.
 - c. Promote Equity for Underserved Communities: The program places a strong emphasis on advancing equity for underserved communities.
 - d. Support Sustainable Practices: The program encourages the implementation of sustainable practices in the beautification and enhancement of public spaces. This includes greening efforts, such as providing shade and reducing the urban heat island effect, as well as using native, low-water plants.
 - e. Engage Local Communities: The program promotes community engagement by requiring project proposals to reflect community priorities. It encourages the involvement of local communities in the development and selection of projects to ensure they meet the needs and preferences of the affected population.
 - f. Prohibit Displacement of Persons Experiencing Homelessness: The program prohibits

grants from funding projects that displace persons experiencing homelessness. This reflects the intention to address public space improvements without negatively impacting vulnerable populations.

- g. Transparent and Efficient Grant Allocation: The program requires the program to issue a call for projects and announce grant awards. The guidelines for allocating grants must include project selection criteria and program evaluation metrics.
5. WHEREAS, the purpose of this RGA is to authorize Caltrans districts to enter into agreements with local agencies to support the development, implementation, and funding of transit partnership projects that align with the goals and priorities of the Clean CA Program and comply with California Streets and Highways Code Section 91.41;
6. WHEREAS, this RGA establishes a framework for Caltrans districts to provide financial contributions and other assistance to local agencies, fostering effective collaboration and coordination to deliver successful transit partnership projects;
7. WHEREAS, this RGA emphasizes transparency, objective evaluation, and fair allocation of resources, ensuring that projects scoring higher based on established criteria receive prioritization for funding and implementation;
8. WHEREAS, the Clean CA Program facilitates collaboration between Caltrans districts and local agencies to develop and implement transit partnership projects on local right-of-way to address transit demand, usage, and ridership in a strategic and impactful manner that align with the goals and priorities of the Clean CA Program and comply with California Streets and Highways Code Section 91.41;
9. WHEREAS, the Clean CA Program, in partnership with Caltrans districts, seeks to enhance local right-of-way areas to address transit needs, waste management challenges, graffiti mitigation, and aesthetic enhancement, thereby contributing to a positive and enjoyable transit experience for the community
10. WHEREAS, the Clean CA Program, established by the State of California, is a transformative initiative which promotes sustainable transportation alternatives, reducing greenhouse gas emissions, and combatting climate change to improve the overall quality of life for residents and visitors of California;
11. WHEREAS, the Clean CA Program envisions a comprehensive approach to address transportation challenges, enhance transit infrastructure, and support local agencies in their efforts to create efficient, safe, and environmentally friendly transit options;
12. NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties enter into this Contribution Agreement to advance the purpose and intent of the Clean CA transit initiative, harnessing the legislative authority provided under California Streets and Highways Code Section 91.41, and collaborating on transit partnership projects that contribute to a sustainable, innovative, and well-connected transportation network throughout the State of California.

Now, Therefore, based upon the terms, covenants, and conditions of this RGA, the parties agree as follows:

Section I

AGENCY Agrees:

To timely and satisfactorily complete all Project work described in **Attachment III** ("Project Work")

within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Agrees:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

It Is Mutually Agreed:


1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-130-0001, and **AGENCY** will use the funds to only conduct the scope of work identified in this agreement and authorized by Streets and Highway Code section 91.41. The funds subject to this RGA must be identified as available to a public entity that is responsible for implementing the scope of work authorized under the Clean California Program in **CALTRANS'** budget, and **AGENCY** represents and warrants that it is a public entity that is responsible for implementing the scope of work authorized under the Clean California Program.
2. Under this restricted grant, funds may be only used for the purposes set forth in this RGA, **AGENCY** Resolution (**Attachment IV**), Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), and the Grant Program Guidelines (**Attachment I**), and the funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in **Los Medanos Transit Stop Enhancements**, hereinafter "Project", subject to the terms and conditions of this RGA and Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), which are attached hereto as **Attachment III**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above-described Project is attached hereto as **Attachment IV**.
5. All services performed by **AGENCY** pursuant to this RGA shall be subject to and performed in accordance with California Streets and Highways Code §91.41 including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the Grant Program Guidelines (**Attachment I**).

California Government Code Section 14460(a)(1) provides: "The department [**CALTRANS**], and external entities that receive state and federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

6. Project funding is as follows:

Fund Title	Fund Source	Dollar Amount
Clean California Funds	State General Fund (0001) Budget Item 2660-130-001 State Program Code 20.30.010.900 FY 2022/23	\$210,000.00
Total Project Costs		\$210,000.00

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Jie Chen		09/26/2023	\$210,000.00
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

7. This RGA is exempt from the legal review and approval by the Department of General Services, pursuant to Legal Opinions of the Attorney General: 58 Ops. Cal. Atty. Gen. 586 (1975), 63 Ops. Cal. Atty. Gen. 290 (1980), 74 Ops. Cal. Atty. Gen. 10 (1991), and 88 Ops. Cal. Atty. Gen. 56.

8. Notification of Parties

- a. **AGENCY's** Project Manager for Project is Uriel Diaz, (925) 754-6622.
- b. **CALTRANS'** Contract Manager is Markus Lansdowne, (510) 715-9189. "Contract Manager" as used herein includes his/her designee.
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

Eastern Contra Costa Transit Authority

Attention: Uriel Diaz, Manager of Planning and Grants

Phone Number: (925) 754-6622

Email: udiaz@eccta.org

Address: 801 Wilbur Ave, Antioch, CA 94509

California Department of Transportation

Attention: Markus Lansdowne, Acting D4 Clean CA Manager

Phone Number: (510) 715-9189

Email: Markus.Lansdowne@dot.ca.gov

Address: 111 Avenue, Oakland, California 94612

9. Period of Performance

- a. Reimbursable work under this RGA shall begin no earlier than on **September 1, 2023**, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by **CALTRANS**. All reimbursable work shall terminate no later than **December 31, 2024**. Project closeout and final invoicing to **CALTRANS** must be submitted no later than **June 30, 2025**. Work incurred after **December 31, 2024** will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to **CALTRANS** after **June 30, 2025**. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through **June 30, 2025** (which, in total, shall not exceed 5% of the grant award).
- b. If requested by the **CALTRANS District Partnership Liaison**, **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed sent by **CALTRANS**.

10. Changes in Terms/Amendments

This Agreement may only be amended or modified by mutual written agreement of the parties.

11. Cost Limitation

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$210,000.00**.
- b. It is agreed and understood that the Clean CA funds are limited to the amount granted. **CALTRANS** will only reimburse the cost of services actually incurred in accordance with the provisions of this RGA and as authorized by the **CALTRANS District Partnership Liaison** at or below that fund limitation established herein.

12. Termination

- a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with PROJECT Work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination. **AGENCY** shall return any unused advance amounts which cannot be supported by eligible expenditure documentation.
- b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all costs that are expressly allowable, pre-authorized in writing, and non-cancellable, up to the date of termination.
- c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance with the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs. Costs that are reimbursed and later determined to be ineligible for reimbursement shall be returned by **AGENCY** to **CALTRANS**.

13. Budget Contingency Clause

- a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to

furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.

- b. The certification of FY 2023/24 funds will be contingent upon the passage of the FY 2023/24 Budget. Payment for any work performed that is funded by FY 2023/24 will be delayed if the FY 2023/24 Budget is not signed by June 30, 2023. Pursuant to Government Code (GC), Section 926.10, no late payment penalty shall accrue during any time period for which no Budget Act in effect.
- c. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS**, or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

14. Payment and Invoicing

- a. **AGENCY**, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.
- b. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**). **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Item 16d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Item 11a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment III** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.
- c. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.
- d. The **AGENCY** indirect cost rate must be approved in writing by the California Department of Transportation Independent Office of Audits and Investigations or federal cognizant agency before any reimbursement payment is made by **CALTRANS** to **AGENCY** for such cost.
- e. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: <https://travelpocketguide.dot.ca.gov/>.

Also see website for summary of travel reimbursement rules.

- f. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears upon completion of project tasks, milestone and/or deliverables in accordance with the Project Timeline in **Attachment III** to the satisfaction of **CALTRANS District Partnership Liaison**
- g. . Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS District Partnership Liaison**, as stated in **Section III–Notification of Parties, Item 8c**.
- h. Invoices shall include the following information:
 - 1) Names of the **AGENCY** personnel performing work
 - 2) Dates and times of Project Work
 - 3) Locations of Project Work
 - 4) Itemized costs as set forth in **Attachment III**, including identification of each employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, subrecipient and subcontractor invoices.
 - 5) **AGENCY** shall submit written progress reports with each set of invoices to allow **CALTRANS District Partnership Liaison** to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- i. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per Section III–Termination, Item 12.
- j. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.
- k. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date this RGA expires. **AGENCY** has until **December 31, 2024** to make final allowable payments to Project contractors or vendors, and submit the Project’s Final Report, as defined in Attachment I and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices contractor.
- l. The final invoice will be paid upon submission by **AGENCY** to **CALTRANS** and acceptance by **CALTRANS** of the Final Delivery Report. Complete final delivery reports and invoices must be submitted to **CALTRANS** by **June 30, 2025**.

15. Quarterly Progress Reporting

- a. **AGENCY** shall submit written quarterly progress reports to the **CALTRANS District Partnership Liaison** to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

16. Cost Principles

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, in-kind contributors, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.
- c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due CALTRANS within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.
- d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified estimated indirect cost rate in **Attachment II**, prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>
- e. **AGENCY** agrees and shall require that all its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety **except for section c, above**.

17. Americans with Disabilities Act

By signing this Agreement, **LOCAL AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

18. Iran Contracting Act

Proposed Contractor must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that it is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>), before the Agreement has been executed, unless Contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If

claiming an exemption, the proposed Contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement.

19. Indemnification

- a. Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, its contractors, its subrecipients, or its subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS'** officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortuous, contractual, likeness statutes under California Civil Code §§ 3344 and 3344.1, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.
- b. **AGENCY** agrees to fully defend, indemnify, and save harmless **CALTRANS** and all of its officers and employees from any and all claims, lawsuits, or legal actions, including reasonable attorneys' fees and legal costs, relating to intellectual property claims arising from or related to the Project and/or any work procured under this RGA, including but not limited to claims based on (1) U.S. federal or state trademark infringement laws, (2) patent infringement laws (3) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (4) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (5) 17 U.S.C. § 113, (6) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (7) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, including intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property.

20. Nondiscrimination Clause (2 CCR 11105 Clause b)

- a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.
- c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other

sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.

- d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this RGA.

21. Retention of Records/Audits

- a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.
- c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.
- d. **AGENCY**, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent

data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.

- e. Additionally, all grants may be subject to a pre-award audit prior to execution of this RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.
- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

22. Adjudication of Facts in Disputes

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.
- b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of this RGA.

23. Third-Party Contracts

- a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior written authorization by the **CALTRANS District Partnership Liaison** unless expressly included (subrecipient identified) in **Attachment III** as Project Work.
- b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the applicable provisions of the State Contracting Manual (SCM), Chapter 5, which are not inconsistent with this **Item 23, Third Party Contracts**. The SCM can be found and the following link: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors, must be submitted to the **CALTRANS District Partnership Liaison**.
- d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors, and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.

- e. Prior authorization in writing by the **CALTRANS District Partnership Liaison** shall be required before **AGENCY** enters into any non-budgeted sub-agreement. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III–Payment and Invoicing, Item 14(e)(4), above**.
- f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors, will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing, Item 14c, above**.

24. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The person's or organization's policy of maintaining a Drug-Free workplace.
 - 3) Any available counseling, rehabilitation, and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
 - 1) Will receive a copy of the company's Drug-Free policy statement.
 - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

25. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

26. State-Owned Data

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
 - 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
 - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 - 6) Notify the **CALTRANS District Partnership Liaison** immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 - 7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.
- c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

27. Limited Grant of Rights to **CALTRANS** for Use of Educational Programming (“educational programming”) Created or Produced for Project and Visual Art Located Outside of State Right-of-Way (“**Artwork**”) Created or Produced for Project

- a. Educational programming:
 - i. **AGENCY** shall obtain from any and all copyright owner(s) of educational programming a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.

- ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
 - iii. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.
 - iv. To the extent any logos, including trademarks or service marks, belonging to third parties and/or the **AGENCY** are used on educational programming created or produced for Project under this RGA, **AGENCY** agrees to obtain and grant all necessary rights for **CALTRANS** to use and allow agents of **CALTRANS** to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.
- b. **Artwork:**
- i. **AGENCY** shall obtain from the artist(s), or any other copyright owner(s) of **Artwork**, a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.
 - ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
 - iii. **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

28. Government Purpose Rights for Inventions

- a. Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or subrecipient during the term of this RGA and in performance of any work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of work issued under this RGA.
- b. **CALTRANS** will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside **CALTRANS** for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.

29. Additional Intellectual Property Provisions

- a. To the extent any intellectual property is created or produced for Project under this RGA, and not covered in other provisions of this RGA, **AGENCY** agrees to take reasonable steps to ensure that **CALTRANS** has the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in this RGA.
- b. If additional uses are reasonably determined to be needed by **CALTRANS** for public outreach purposes, **AGENCY** will obtain rights and grant **CALTRANS** and its agents said additional rights for use of the "Before" and "After" Project photos, **Artwork** created or produced for Project under this RGA, and educational programming created or produced for Project under this RGA. The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.
- c. When requested to so do by **AGENCY**, all reproductions and/or copies by **CALTRANS** of "Before" or "After" Project photographs, educational programming, and **Artwork** shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner's name, date of publication]. **AGENCY** bears sole responsibility to promptly notify **CALTRANS**, in writing, about instances where such accreditation is requested and provide the Artist/ Copyright owner's name and date of publication. **CALTRANS** will make reasonable efforts to affix the copyright notice in a timely manner.
- d. Required disclaimer language for educational programming and **Artwork** created or produced for Project under this RGA.
 - i. Educational programming: **AGENCY** must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for Project under this RGA a disclaimer that states the content of the educational programming does not reflect the official views or policies of **CALTRANS**. The educational programming does not constitute a standard, specification, or regulation.
 - ii. **Artwork**: **AGENCY** must place a disclaimer statement in a conspicuous manner on or in close proximity to the **Artwork** created or produced for Project under this RGA a

disclaimer statement that the contents of the artwork do not reflect the official views or policies of **CALTRANS**.

- e. Avoidance of Infringement: In performing work under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
- f. **Contractors, Subcontractors, and Subrecipients:** Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's Contractor/Subcontractor/Subrecipient**") providing services under this RGA to conform to the provisions of paragraphs 31-33 of this RGA. In performing services under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's Contractor/Subcontractor/Subrecipient** becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify **CALTRANS** in writing.

30. Visual Art Located on California State Right-of-Way

AGENCY agrees if Project involves visual art located on California State right-of-way, Project must be submitted and adhere to **CALTRANS'** most current Transportation Art Proposal process, policies, guidelines, and requirements. Information regarding **CALTRANS'** Transportation Art program can be found at <https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-j-transportation-art>. **AGENCY** bears sole responsibility for ensuring that any Project will be timely submitted through **CALTRANS'** Transportation Art Proposal process, approved, and installed prior to any deadlines as required by this RGA.

- a. **AGENCY** acknowledges that funds provided by **CALTRANS** under this RGA shall not be used for maintenance outside of the project time limits as provided in this RGA.
- b. **AGENCY** acknowledges that the **CALTRANS'** Transportation Art Proposal process requires, among other things, **CALTRANS** ownership of any tangible visual final artwork, an unlimited, irrevocable copyright assignment to **CALTRANS** of the final artwork, and waiver of moral rights under California Civil Code § 987 (the California Art Preservation Act) and 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA") of the final artwork.
- c. **AGENCY** acknowledges that any submittal to the **CALTRANS'** Transportation Art Proposal process includes restrictions on the type of work that can be located on California State right-of-way.

31. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include,

but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents and/or employees.

32. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from **CALTRANS District Partnership Liaison**

33. Project Close Out/Closeout Report

- a. **AGENCY** will provide a final close out report to the **CALTRANS District Partnership Liaison** no later than **June 30, 2025**.
CALTRANS reserves the right to inspect the project location prior to approving the final invoice and closeout report.
- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt and approval of the final closeout report by the **CALTRANS District Partnership Liaison**.
- c. Payments shall be forfeit of work incurred after **December 31, 2024**.

34. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by **CALTRANS** must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

35. Prevailing Wages and Labor Code Compliance

AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the **AGENCY's** work on or for the Project.

36. In the event of any inconsistency between the provisions which constitute this RGA, the following order of precedence shall apply:

- I. This Restricted Grant Agreement (as amended);

- II. The **CALTRANS** Local Grant Program Guidelines;
- III. Approved Indirect Cost Rate (if applicable);
- IV. Approved Grant Application (as amended); and
- V. **AGENCY** Resolution.

37. Survival

AGENCY's representations, the indemnification provisions in paragraph 21, intellectual property provisions in paragraphs 30, 31, 32, and 33, and all other provisions which by their inherent character establish ongoing obligations shall remain in full force and effect, regardless of any expiration and/or termination of this RGA.

38. Sanctions

No agreements under this RGA shall be made with individuals and/or entities that are determined to be a target of sanctions by the State of California while such sanctions are in effect.

Section IV

Attachments:

The following attachments are incorporated into, and are made a part of this RGA by this reference and attached hereto.

- I. Clean CA Transit Partnership Program Guidelines
- II. Approved Indirect Cost Rate (if applicable)
- III. Approved Grant Application and Amendment(s) to Grant Application (if applicable)
- IV. **AGENCY** Resolution

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

AGENCY NAME

By: _____

Printed Name: _____

Title: _____

Date: _____

**CALTRANS DISTRICT PARTNERSHIP LIAISON
CLEAN CALIFORNIA PROGRAM**

By:

Printed Name:

Title:

Date:

**CALIFORNIA DEPARTMENT OF TRANSPORTATION
CLEAN CALIFORNIA PROGRAM**

By:

Printed Name:

Walter Yu

Title:

Clean California Program Director

Date:
