

Wednesday, July 24, 2024

Meeting Time: 4:00 pm

Location:

Eastern Contra Costa Transit Authority Boardroom 801 Wilbur Avenue, Antioch



BOARD OF DIRECTORS:

CITY OF ANTIOCH Lamar Thorpe Monica Wilson

CITY OF BRENTWOOD Joel Bryant Tony Oerlemans, Vice Chair **CITY OF OAKLEY** Shannon Shaw Anissa Williams

CITY OF PITTSBURG Dionne Adams Shanelle Scales-Preston CONTRA COSTA COUNTY Diane Burgis, Chair

Federal Glover

MEMBER-AT-LARGE Merl Craft

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

- 1. CALL TO ORDER Chair Diane Burgis
 - 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 Diane Burgis

5. CONSENT CALENDAR (ACTION ITEM):

(see attachment: tab #1)

- **a.** Minutes of the Board of Directors meeting of June 26, 2024
- **b.** Financial Report
- Marketing and Customer Service Activities Report
 <u>Requested Action</u>: Approve items 5a, 5b, and 5c

6. CEO'S REPORT Rashidi Barnes

(see attachment: tab #2)

7. ACTION and DISCUSSION ITEMS

a. **DISCUSSION ITEM:** Security Update

(see attachment: tab #3)

Requested Action: Discussion item only. No action is requested at this time.

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

b. ACTION ITEM: Regional Transfer Program

(see attachment: tab #4)

Requested Action: Adopt Resolution #240724B approving ECCTA to participate in the regionwide Fare Integration Pilot program and authorize the Chief Executive Officer to sign the No-Cost and Reduced Cost Interagency Transfer Pilot Program Participation MOU to commence coinciding with Clipper Next Generation/Clipper 2 or when the program is triggered by the task force.

c. ACTION ITEM: Bus and Shelter Advertising

(see attachment: tab #5)

Requested Action: Adopt Resolution #240724C authorizing the CEO to enter into a three-year contract, with two one-year options, with Lamar Transit Advertising for the use of external advertising space on our buses and shelters.

d. DISCUSSION ITEM: Presentation regarding Project Labor Agreements *(see attachment: tab #6)*

Requested Action: Staff recommends that the Board listen to the presentation and provide feedback on whether it wishes ECCTA staff to explore utilizing PLAs in the future, whether on all construction projects, on a project specific basis, or not at this time.

e. DISCUSSION ITEM: Website Redesign Update

(see attachment: tab #7) **Requested Action:** Discussion item only. No action is requested at this time.

f. ACTION ITEM: Seafood Festival Participation

(see attachment: tab #8)

Requested Action: Provide direction to staff regarding the operation of a shuttle service for the Pittsburg Chamber of Commerce 2024 Pittsburg Seafood and Music Festival.

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

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: August 28, 2024, at 4:00 p.m., 801 Wilbur Avenue, Antioch, CA 94509.

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

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-MSC 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 July 24, 2024

ECCTA Boardroom 801 Wilbur Avenue, Antioch, CA 94509

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

MINUTES

June 26, 2024

The Eastern Contra Costa Transit Authority (ECCTA) meeting was called to order in the ECCTA Board Room, 801 Wilbur Avenue, Antioch, California by Chair Hernandez-Thorpe at 4:01 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); Lamar Hernandez-Thorpe (Antioch/ Chair); Tony Oerlemans (Brentwood); Shanelle Scales-Preston (Pittsburg); Shannon Shaw (Oakley); Monica Wilson (Antioch)
ABSENT:	Anissa Williams (Oakley)
STAFF PRESENT:	Rashidi Barnes, Chief Executive Officer (CEO) Toan Tran, Chief Operating Officer (COO) Angeline Loeffler, Chief Financial Officer (CFO) Eli Flushman, General Counsel Agustin Diaz, Manager of Planning and Grants Rosanna Dominguez, Executive Assistant Joe Chappelle, Manager of Administrative Services Tania Babcock, Compliance Manager Leeann Lorono, Manager of Customer Service and Marketing Sam Tolley, Director of Maintenance Ray Shields, Manager of Facilities

OTHERS

PRESENT: Yevette McNeese, Transdev General Manager Myeisha Williams, Transdev Assistant General Manager Ben Trejo, Transdev Safety Manager Debra Steidle, Paratransit Coordinator Lori Sprinkle, Transdev Office Manager Peter Soderberg, Nelson/Nygaard Nicole Larson, Nelson/Nygaard Ivy Morrison, Circle Point

PLEDGE OF ALLEGIANCE

Chair Hernandez-Thorpe led the Pledge of Allegiance.

PUBLIC COMMENT

No public comment

CHAIR'S REPORT

No Chair reports

CONSENT CALENDAR

On motion by Director Glover, 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 May 22, 2024
- B. Financial Report
- C. Marketing and Customer Service Activities Report

AYES:Adams, Bryant, Burgis, Craft, Glover, Hernandez-Thorpe, Oerlemans, Scales-
Preston, Shaw, WilsonNOES:NoneABSTAIN:NoneABSENT:Williams

CHIEF EXECUTIVE OFFICER'S REPORT

A. Operations Report

Chief Executive Officer Rashidi Barnes updated that SB1031 was pulled and will not move forward this year. The Metropolitan Transportation Commission (MTC) is hoping to reset and develop a measure framework that is more palatable for the region. A select committee will be formed to reach a consensus on the 2025 Legislative session. There is also now a Transit Executive Committee that will participate in the development of language for future regional measures. Mr. Barnes reported that he had fruitful discussions in Sacramento with regional representatives, including Lori Wilson, regarding SB1031.

Mr. Barnes updated the board on the upcoming Tri MyRide 5-year Anniversary. He recognized the staff who helped make the program successful and the top operators who drive it and have provided exceptional service.

Mr. Barnes updated the board on the Summer Youth Pass sales, informing it that sales have outpaced last year's numbers within the county overall. Mr. Barns also gave a reminder about the APTA annual

conference that is coming up and to please reach out if board members would like to attend.

Mr. Barnes announced updates and changes to personnel. Angeline Loeffler was announced as the new Chief Financial Officer (CFO). With the new CFO onboarded, Agustin Diaz, former CFO, will move to the Manager of Planning and Grants position. Mr. Barnes also announced that Ray Shields will retire as Manager of Facilities. Yevette McNeese, the General Manager of Transdev, will be moving out of her current position and continuing with Transdev but transferring out of our facility. Mr. Barnes recognized all of these employees for their hard work and dedication.

ACTION ITEM AND DISCUSSION ITEMS

A. Bus Shelter Purchase

Manager of Administrative Services Joe Chappelle reviewed the Clean California grant program issued by the California Department of Transportation dedicated to improving roads, streets, and transit operations. ECCTA was a recipient of this grant, and the proposal for the funding is to beautify and modify bus shelters at Los Medanos College. The funding will be put towards three shelters. Mr. Chappelle recognized that the memo stated two shelters, which was a typo; the number is, in fact, three. The vendor that won the bid to perform the work on the bus shelters was Tolar Manufacturing Company, Inc.

Director Burgis and Director Bryant supported the purchases. Chair Hernandez-Thorpe requested that the bus shelters be consistent across all locations. Mr. Barnes explained that this location was chosen due to the grant funding and the high usage capacity. Director Adams inquired if the shelters could generate revenue. Mr. Barnes reviewed the vision for the shelters and stated that ECCTA is working with the college to see what the overall design would look like.

On motion by Director Scales-Preston seconded by Director Adams, ECCTA board members adopted Resolution #240626A, authorizing the Chief Executive Officer to enter into a contract with Tolar Manufacturer Company, Inc. for the purchase of three bus shelters to be installed at the Los Medanos College, which was carried by the following vote:

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

B. Comprehensive Operational Analysis Update

Mr. Barnes introduced the vendor, Nelson Nygaard, who is performing the work around the comprehensive operation analysis (COA). Senior Associate of Nelson/Nygaard Peter Soderberg reviewed the process and outreach plans. Mr. Soderberg also examined the phases of the plan and how they will respond to the public regarding what changes will be made. Mr. Soderberg also took the board through what data will be reviewed and potential new economic growth locations to ensure service extends to areas not yet serviced. In addition to ridership data, funding sources to operate the service will be considered.

Mr. Soderberg confirmed that location-based services using cell phone data will be able to provide the information needed to inform ridership numbers. Alternative services were discussed, including micro transit and changing how we look at fixed routes. Previous COAs have been performed. However, this analysis will require ECCTA to think outside the box. Based on the research acquired by the COA, potential alternatives will be collaborated on with the cities and eastern Contra Costa County.

This was a discussion item only, no action was needed at this time.

C. Proposed FY2024-2025 ECCTA Budget

Chief Financial Officer Angeline Loeffler presented the FY2024-2025 ECCTA budget. Ms. Loeffler reviewed the budget breakdown, including operational and capital funding deficits and revenue. The proposal reflects the organization's goals of continuing to provide exceptional service to our riders. Ms. Loeffler confirmed that BART feeder funding, which currently stands to expire in 2026, accounts for 8% of the overall revenue for ECCTA. Multiple sources were used to cover the revenue shortfall.

On motion by Director Glover, seconded by Director Burgis, adopted Resolution #240626C approving the proposed FY2024-2025 ECCTA operating and capital budget, which was carried by the following vote:

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

D. FY2024-2025 ECCTA Board of Directors Election of Officers

The Chief Executive Officer, Rashidi Barnes, reviewed the Chair and Vice-Chair elections with Diane Burgis as the new Chair and Tony Oerlemans as Vice-Chair.

On motion by Director Glover, seconded by Director Shaw, authorizing the election of County representative Diane Burgis as Chair of the ECCTA Board of Directors for FY2024-25 and election of Brentwood representative Tony Oerlemans to service as Vice-Chair of the ECCTA Board of Directors for FY2024-2025, which was carried by the following vote:

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

BOARD OF DIRECTORS COMMENT

The following Board of Directors commented: Director Burgis Director Oerlemans Director Shaw Director Wilson Director Craft Director Adams Director Bryant Director Bryant Director Glover Chair Hernandez-Thorpe

ADJOURNMENT

The meeting of the Eastern Contra Costa Transit Authority adjourned at 5:25 p.m. until July 24, 2024, 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 June 30, 2024 (unaudited)

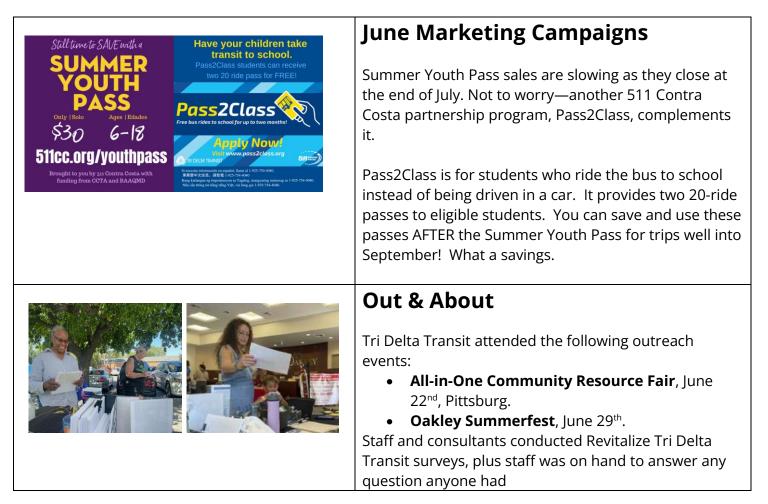
					(manmien)									
		ш	FY 24	4 YTD Actual *			FY2	34 Ac	FY24 Adopted Budget	et		YTD %	YTD % of FY 24 Budget	ıdget
		ECCTA		FR	DR		ECCTA		FR		DK	ECCTA	FR	DR
OPERATING REVENUES Passenger Fares	Ŷ	1,830,675	ŝ	1,220,857 \$	609,818	ዯ	1,813,298	Ŷ	984,639	Ŷ	828,659	101%	124%	74%
Other Income	Ŷ	509,803	ŝ	154,699 \$	355,104	Ŷ	490,741	Ş	190,000	Ŷ	300,741	104%	81%	118%
Total Operating Revenues:	ۍ ۰.	2,340,478	ş	1,375,556 \$	964,922	ŝ	2,304,039	ş	1,174,639	ş	1,129,400	102%	117%	85%
NON-OPERATING REVENUES														
Federal Funds	Ŷ	1,614,375	ŝ	ۍ ۲	1,614,375	Ŷ	1,712,109	Ŷ	I	Ŷ	1,712,109	94%		94%
State Funds	Ŷ	26,851,666	ŝ	22,628,647 \$	4,223,019	Ŷ	25,968,665	Ş	20,589,362	Ŷ	5,379,303	103%	110%	79%
Local Funds	Ŷ	3,012,279	ŝ	1,584,447 \$	1,427,832	ŝ	2,755,287	Ŷ	1,195,596	ŝ	1,559,691	109%	133%	92%
Inter-Operator Agreements (Bart Feeder)	Ŷ	2,532,085	ŝ	2,532,085 \$	ı	ŝ	2,532,085	ş	2,532,085	ŝ	I	100%	100%	n/a
Interest & Other Misc Income	Ŷ	115,680	Ŷ	78,195 \$	37,485	Ŷ	60,000	Ş	50,000	Ŷ	10,000	193%	156%	375%
Total Non-operating Revenues:	<u>ه</u>	34,126,085	\$	26,823,374 \$	7,302,711	ŝ	33,028,146	ŝ	24,367,043	ş	8,661,103	103%	110%	84%
Total Revenues:	<u>ہ</u>	36,466,563	Ş	28,198,930 \$	8,267,633	Ş	35,332,185	Ş	25,541,682	Ş	9,790,503			
OPERATING EXPENSES														
Purchased Transportation	ዯ	20,456,809	ŝ	13,094,504 \$	7,362,305	ዯ	20,459,235	ŝ	13,145,945	Ŷ	7,313,290	100%	100%	101%
Materials and Supplies	Ŷ	4,684,353	ŝ	3,719,262 \$	965,091	Ŷ	5,338,844	Ŷ	4,296,981	Ŷ	1,041,863	88%	87%	93%
Salaries & Benefits	Ŷ	5,752,599	ŝ	4,974,527 \$	778,072	Ŷ	6,386,332	Ŷ	5,619,980	Ŷ	766,352	%06	89%	102%
Services	ዯ	1,295,320	ŝ	974,671 \$	320,649	ዯ	1,230,818	Ŷ	899,350	Ŷ	331,468	105%	108%	97%
Casualty and liability insurance	Ŷ	1,400,747	ŝ	1,154,336 \$	246,411	Ŷ	1,154,991	Ŷ	927,097	Ŷ	227,894	121%	125%	108%
Utilities	Ŷ	318,754	ŝ	267,504 \$	51,250	Ŷ	282,334	Ŷ	240,787	Ŷ	41,547	113%	111%	123%
Other (Dues, Travel, Taxes, and Other)	Ŷ	391,912	Ş	313,547 \$	78,365	Ş	479,631	Ş	411,542	Ş	68,089	82%	76%	115%
Total Operating Expenses:	\$ 	34,300,494	ş	24,498,351 \$	9,802,143	Ś	35,332,185	Ş	25,541,682	ş	9,790,503	97%	%96	100%
EXCESS REV/(EXP)	Ŷ	2,166,069	ŝ	3,700,579	(1,534,510)		e/u		e/u		n/a			
	ŀ		-∥				5 /		5 /:-					

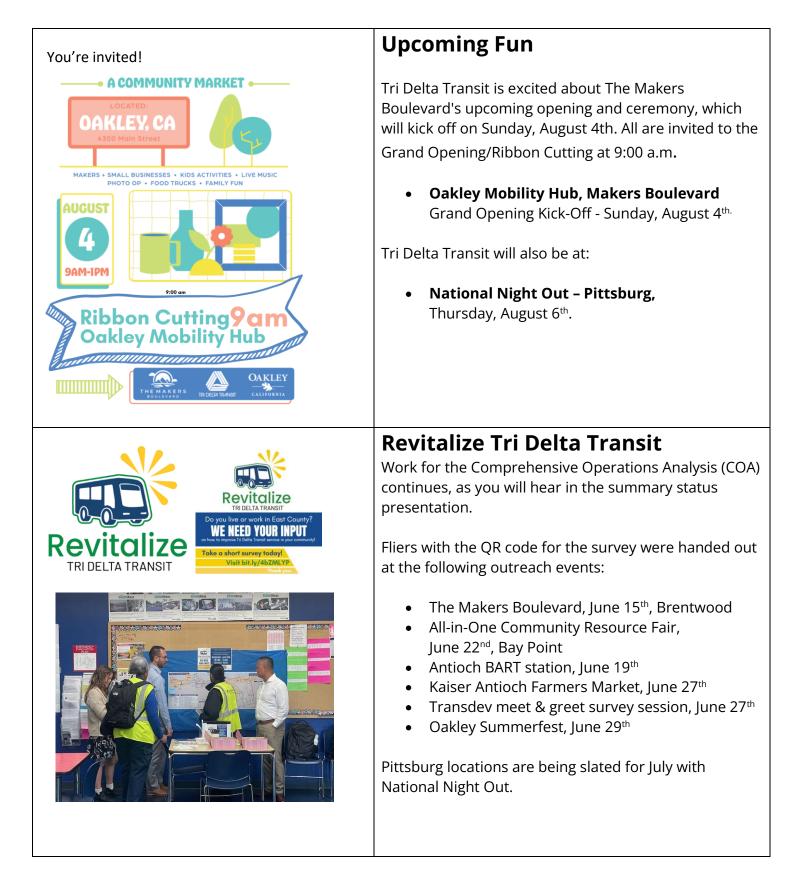
NOTE: * Estimated amounts as year-end closing process has not been completed.

Staff Report to ECCTA Board of Directors

Meeting Date:	July 24, 2024
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.





Ongoing Projects	5:	
<image/> <image/> <text><text><text><image/><text><section-header><section-header><text><text></text></text></section-header></section-header></text></text></text></text>		 Transit Takes You Places Riders are encouraged to take public transportation to get to and from events safely. Riders could take transit to the following events: Soulfest, Pittsburg Concerts in the Park, Brentwood To BART to go anywhere!
More than a constraint of the second		Alerts Tri Delta Transit honored the 4 th of July but also notified riders of the Weekend/Holiday service and that Friday was regular service. Since it was also very hot, we notified riders of the small temperature variance between a bus and outside and gave them information on how to get to our area's cooling shelters.

■ In Derin Taxanta	Collaboration
<text><text><text></text></text></text>	Transit is about transportation and community; nothing is more about those two things than the Bay Area. Tri Delta Transit shared or posted about these critical projects. Tri Delta Transit continues to promote CCTA's Integrated Transit Plan Survey regarding transportation in the whole county along with our own survey.

SOCIAL MEDIA ANALYTICS

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

MAIN ACCOUNTS	MONTHS		
Followers	MAY	JUNE	JULY 2024
	2024	2024	TO DATE
Facebook	1.3k	1.3k	1.3k
Instagram	1,029	1,035	1,041
X (Twitter)	1,054	1,054	1,058
LinkedIn	571	578	587

ALERT ACCOUNTS	MONTHS		
Followers	MAY	JUNE 2024	JULY 2024
	2024		TO DATE
Facebook	56	56	57
Instagram	77	77	80
X (Twitter)	23	24	24

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

TAB 2

Agenda Item #6 ACTION ITEM: CEO Report

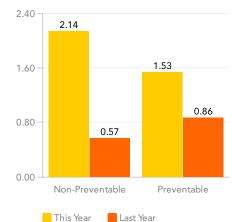
Board of Directors Meeting

Wednesday July 24, 2024

ECCTA Boardroom 801 Wilbur Avenue, Antioch, CA 94509

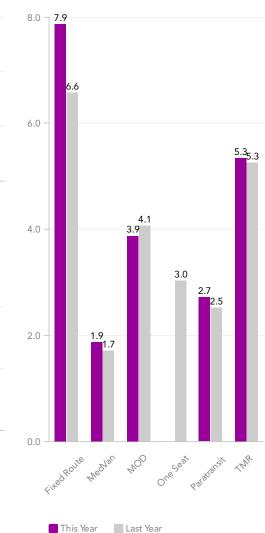
TRI DELTA TRANSIT Performance Summary

Ridership



Accidents / 100K Miles

Passengers Per Revenue Hour

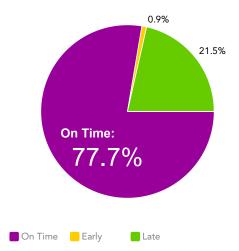


On Time Performance

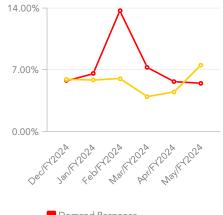
MOD

Fixed Route 📒 MedVan

Paratransit TMR



Cost Recovery Ratio



Demand Response
 Fixed Route



Preventable - This Year

Non-Preventable - This Year

Preventable Accident Report

	Accidents	Per 100,000 Miles
Jan/FY2024	4	1.22
Feb/FY2024	4	1.28
Mar/FY2024	2	0.61
Apr/FY2024	3	0.66
May/FY2024	5	1.53

YTD 2023	3	0.86
YTD 2024	5	1.53
YTD Change		
Values	2	77.91%

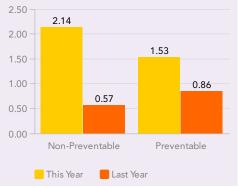


Preventable - Last Year

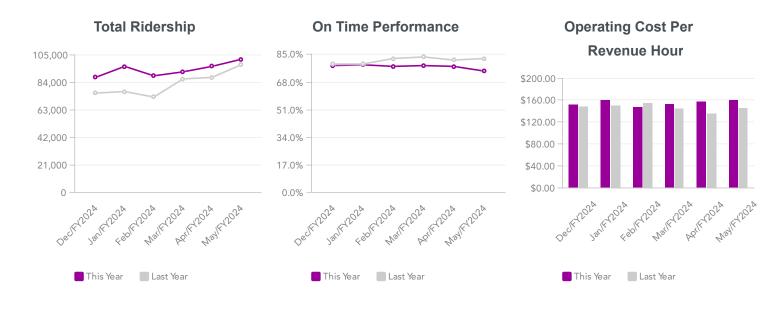


Non-Preventable - Last Year

Year-over-Year - System Wide Accidents Per 100,000 Miles



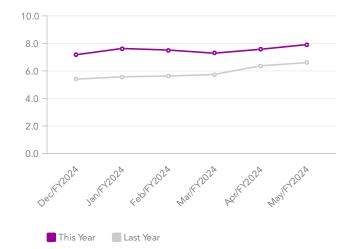
TRI DELTA TRANSIT Fixed Route Performance



Year-over-Year Report - Fixed Route

	Metric	This Year	Prior Year	% Change
Customer	% of Trips On Time	74.91	77.53	-9.1%
Service	Avg. Miles Between Roadcalls	31,010.26	22,919.10	-70.7%
	Complaints Per 100k Riders	45.44	24.93	+84.4%
	Ridership Per Rev. Hour	7.87	7.55	+19.6%
Financial	Operating Costs Per Rev. Hour	159.48	156.33	+10.3%
Ridership	Ridership	101,228.00	96,286.00	+3.9%

Passengers Per Revenue Hour



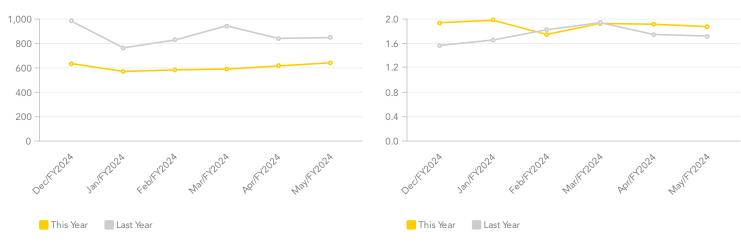


TRI DELTA TRANSIT MedVan, Paratransit, and MOD Performance

Year-over-Year Report

		Metric	This Year	Prior Year	% Change
Customer		% of Trips On Time	91.64	97.53	-6.0%
MedVan	Service	Complaints Per 100k Riders	0.00	0.00	
		Ridership Per Rev. Hour	1.87	1.71	+9.4%
	Financial	Operating Costs Per Rev. Hour	134.92	119.07	+13.3%
	Ridership	Ridership	638.00	847.00	-24.7%

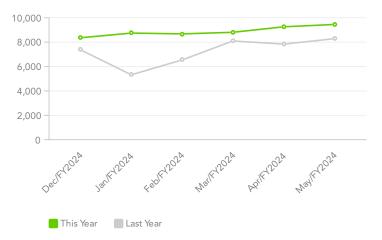
Total Ridership



Year-over-Year Report

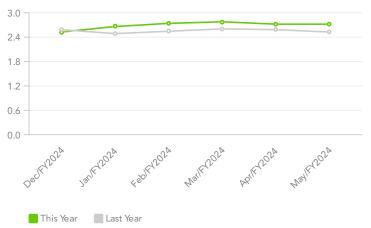
		Metric	This Year	Prior Year	% Change
Paratransit	Customer Service	% of Trips On Time	87.59	90.43	-3.1%
		Complaints Per 100k Riders	138.03	120.86	+14.2%
		Ridership Per Rev. Hour	2.71	2.52	+7.5%
	Financial	Operating Costs Per Rev. Hour	131.52	118.02	+11.4%
	Ridership	Ridership	9,418.00	8,274.00	+13.8%





Passengers Per Revenue Hour

Passengers Per Revenue Hour

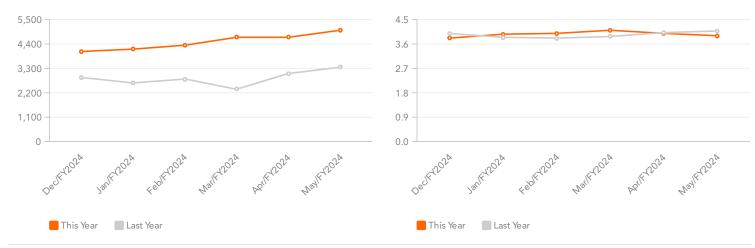


Year-over-Year Report

		Metric	This Year	Prior Year	% Change
	Customer	Complaints Per 100k Riders	0.00	0.00	
MOD	Service	Ridership Per Rev. Hour	3.88	4.06	-4.4%
	Financial	Operating Costs Per Rev. Hour	80.70	93.23	-13.4%
	Ridership	Ridership	5,002.00	3,348.00	+49.4%

Total Ridership

Passengers Per Revenue Hour

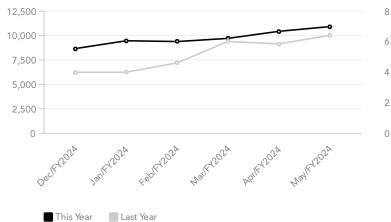


Year-over-Year Report

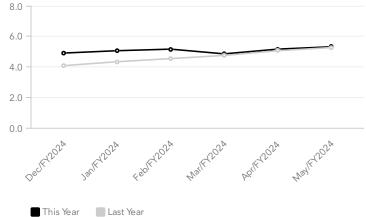
	Metric	This Year	Prior Year	% Change
Customer	Complaints Per 100k Riders	64.45	10.02	+543.2%
Service	Ridership Per Rev. Hour	5.34	5.25	+1.7%
Financial	Operating Costs Per Rev. Hour	129.42	116.17	+11.4%
Ridership	Ridership	10,861.00	9,985.00	+8.8%

Total Ridership

TMR



Passengers Per Revenue Hour



TAB 3

Agenda Item #7a DISCUSSION ITEM: Security Update

Board of Directors Meeting

Wednesday July 24, 2024

ECCTA Boardroom 801 Wilbur Avenue, Antioch, CA 94509



Staff Report to ECCTA Board of Directors

Meeting Date:July 24, 2024Agenda Item:Security Update – Agenda Item #7aLead Staff:Tania Babcock, Compliance ManagerApproved:Rashidi Barnes, Chief Executive Officer

RB

Background

At the October 25, 2023, board meeting, Chief Executive Officer Rashidi Barnes provided an update on the most recent occurrences of ECCTA vehicles affected by BB gun shootings. At the May 22, 2024, board meeting, Director Burgis requested a security update be provided to the board.

Discussion

Since late 2022, ECCTA vehicles in service have experienced an unprecedented increase in BB gun shootings. There have been 52 ECCTA vehicles shot at and damaged during this period of time. 21 of those vehicles were in Pittsburg, 28 vehicles were in Antioch, and 3 vehicles were in Brentwood. One of the vehicles was a paratransit vehicle, the other vehicles were all fixed route vehicles.

The operator is immediately removed from service after an identified BB gun incident and offered employee assistance program resources. No operators have been sent for medical attention, but one operator whose vehicle was hit by a BB gun has resigned.

Staff have worked closely with law enforcement and provided video footage for all associated police reports. Staff have also requested that the police departments work together and share investigation information. There have not been any arrests associated with the Pittsburg or Antioch BB gun shootings.

The other notable security incidents have occurred at our facility on Wilbur Avenue in Antioch. Prior to the removal of the trailers parked along Wilbur Avenue, there was one individual who

trespassed on ECCTA's property multiple times in an attempt to steal bicycles. To deter the trespasser, Lost and Found bicycles and employee bicycles were relocated to the inside of ECCTA's facility after we identified that the individual was focused on stealing bicycles. We also placed "No Trespassing" signs on all ECCTA gates and distributed an image of the trespasser to employees to encourage awareness and reporting of security incidents.

Most recently, during the month of April, an individual attempted to steal gas from an employee vehicle parked in the front parking lot. In May, a group of individuals stole two Hyundai vehicles from the front parking lot. One of the Hyundai vehicles was recovered the next day in Antioch. Employees have been advised of the thefts and encouraged to use the club or another anti-theft device.

To bolster security, ECCTA staff have been working diligently to make facility improvements. A few cloudy dome security camera covers were removed to make security footage clearer without compromising the cameras, incandescent lighting in the customer parking area of the employee parking lot was replaced with LED lighting, two LED flood light fixtures were added to the employee parking lot, a solar flood light was placed near the trash dumpsters, and bushes around the facility are being trimmed shorter. In addition, proximity card access control was installed in the bus operator's day room and in the receiving area of the shop to improve access control.

California Senate Bill 553 required employers to develop and implement a Workplace Violence Prevention Plan starting July 1, 2024. ECCTA distributed the Workplace Violence Prevention Plan and trained maintenance and administration staff on the plan at the end of June. Operations staff received training on Transdev's Workplace Violence Prevention Plan and on ECCTA's Workplace Violence Prevention Plan in July.

Financial Impact

The cost of damage to vehicle windows associated with the BB gun shootings is approximately \$43,000.

ECCTA also spent \$38,160 on the purchase and installation of an additional camera on the driver's side of the fixed route buses to try to capture additional video footage of the BB gun shootings as the majority of the shootings have been drive-by shootings from another vehicle. The most recent BB gun shooting on June 12th in Brentwood benefited from the footage obtained from the additional camera, and the Brentwood Police Department is currently investigating the incident.

Facility security improvements have cost approximately \$22,250.

Requested Action

Discussion item only. No action is requested at this time.

TAB 4

Agenda Item #7b ACTION ITEM: Regional Transfer Program

Board of Directors Meeting

Wednesday July 24, 2024

ECCTA Boardroom 801 Wilbur Avenue, Antioch, CA 94509



Staff Report to ECCTA Board of Directors

Meeting Date:	July 24, 2024
Agenda Item:	Regional Transfer Program - Agenda Item #7b
Lead Staff:	Leeann Loroño, Manager of Customer Service and Marketing
Approved:	Rashidi Barnes, Chief Executive Officer

Background

In 2021, the Bay Area Transit Fare Coordination & Integration Study and Business Case (FCIS) developed goals for a regional fare system that will improve the passenger experience and promote higher ridership across the region's transit operators that participate in the Clipper Fare payment system.

The formed 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. In March 2023, the Task Force endorsed a No-Cost and Reduced Cost Interagency Transfer Pilot Program, which would provide reduced-price transfers for transit users to coincide with the rollout of Next Generation Clipper/Clipper 2. The policy is a key component of the Regional Network Management Council's work and is part of SB 125's accountability requirements.

Discussion

Though Clipper Next Generation is pending, the Fare Integration Task Force is moving forward with the initiative.

The Fare Integration Task Force proposes at least an 18-month pilot program that would provide a discount equivalent to a single-ride Clipper fare for amounts up to the region's highest local bus/light rail transit fare, which is \$2.50, going up \$2.75 January 1, 2025. A passenger would pay

the full fare with the first operator, and any transfer within two hours of boarding would be discounted up to an amount of \$2.50 until January 1st, then \$2.75.

This means that when transferring on most transit, patrons shall be entitled to one discounted trip up to a value of \$2.50 for adults, \$2.00/\$1.25 for Clipper START, \$1.25 for Senior and RTC, and for Youth. The transfer fee would be the calculated trip value minus the amounts above and rounded up to the nearest nickel.

By FCIS estimation, this initiative would increase daily passenger trips across transit platforms by 27,000. If sufficient funds are available, the program may continue for 24 months.

The pilot program would commence coinciding with Clipper Next Generation/Clipper 2 or when the program is triggered by the task force.

Financial Impact

- Operators are responsible for the first \$0.50 of the discount. MTC will reimburse the remaining discount per a formula specified in the MOU.
- ECCTA will need to complete a Title VI analysis required by the FTA as part of this program. Costs are not yet known, but MTC staff is offering support wherever possible.

Requested Action

Adopt Resolution #240724B approving ECCTA to participate in the regionwide Fare Integration Pilot program and authorize the Chief Executive Officer to sign the No-Cost and Reduced Cost Interagency Transfer Pilot Program Participation MOU.

Attachment:

No-Cost and Reduced Cost Interagency Transfer Pilot Program Participation Memorandum of Understanding.



TRI DELTA TRANSIT

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

RESOLUTION #240724B REGIONAL TRANSFER PROGRAM

Resolution #240724B authorizes ECCTA to participate in the regionwide Fare Integration Pilot program and authorizes the Executive Director to sign the No-Cost and Reduced Cost Interagency Transfer Pilot Program Participation MOU to commence coinciding with Clipper Next Generation/Clipper 2 or when the program is triggered by the task force.

WHEREAS, the Bay Area Transit Fare Coordination and Integration Study and Business Case developed goals for a regional fare system and formed the Fare Integration Task Force that adopted a Bay Area Transit Fare Policy Vision Statement and endorsed a No-Cost and Reduced Cost Fare Interagency Transfer Pilot Program, and;

WHEREAS, this policy and the corresponding pilot program is a key component to the Regional Network Management Council's work and part of SB 125's accountability requirements, and;

WHEREAS, the pilot is proposed for a minimum of 18 months to correspond with the launch of Clipper Next Generation/Clipper 2, and would continue for up to 24 months with available funding, and;

WHEREAS, the pilot program would provide a discount equivalent to a single-ride Clipper fare for amounts up to the region's highest local bus/light rail transit fare, and;

WHEREAS, the task force estimates an increase of 27,000 passenger trips across transit platforms, and this program would provide discounted transfers to the benefit of the communities ECCTA serves, so

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Eastern Contra Costa Transit Authority hereby adopt this resolution to participate in the regionwide Fare Integration Pilot Program and authorize the Chief Executive Officer to sign the No-Cost and Reduced Cost Interagency Transfer Pilot Program Participation MOU.

PASSED AND ADOPTED THIS 24th of July, 2024, by the following votes:

EASTERN CONTRA COSTA TRANSIT AUTHORITY

Supervisor Diane Burgis, Chair

Rashidi Barnes, Chief Executive Officer

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

NO-COST AND REDUCED COST INTERAGENCY TRANSFER PILOT PROGRAM PARTICIPATION MEMORADUM OF UNDERSTANDING

This No-Cost and Reduced Cost Interagency Transfer Pilot Program Participation Memorandum of Understanding (the "<u>MOU</u>") is entered into as of the ____ day of _____, 2024 (the "<u>Effective</u> <u>Date</u>"), by and among the Metropolitan Transportation Commission ("<u>MTC</u>") and the following transit operators participating in the No-Cost and Reduced Cost Interagency Transfer (referred to herein individually as an "<u>Operator</u>" or collectively as the "Operators"):

Alameda-Contra Costa Transit District ("<u>AC Transit</u>"); Golden Gate Bridge Highway and Transportation District ("<u>GGBHTD</u>"); the San Francisco Bay Area Rapid Transit District ("BART"); the City and County of San Francisco, acting by and through its Municipal Transportation Agency ("<u>SFMTA</u>"); the San Mateo County Transit District ("<u>SamTrans</u>"); the Santa Clara Valley Transportation Authority ("<u>VTA</u>"); the Peninsula Corridor Joint Powers Board ("<u>Caltrain</u>"); Central Contra Costa Transit Authority; City of Fairfield, as the operator of FAST; 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-Marin 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".

ARTICLE I No-Cost and Reduced Cost Interagency Transfer Pilot Program

- 1. The Bay Area Transit Fare Coordination & Integration Study & Business Case (FCIS), completed in September 2021, developed goals for a regional fare system that will improve the passenger experience and promote higher ridership across the region's 22different transit operators that participate in the Clipper® fare payment system. The FCIS found that implementing no-cost and reduced cost transfers would drive an increase of 27,000 daily trips.
- 2. 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 "no-cost and reduced cost transfers for transit users transferring between different transit agencies beginning in 2024, coinciding with the rollout of the Next Generation Clipper® system/Clipper® 2."
- 3. On March 27, 2023, the Fare Integration Task Force endorsed a No-Cost and Reduced Cost Interagency Transfer Pilot Program ("Pilot Program"), which would provide free and reduced-price transfers beginning with the launch of the Clipper® 2 account-based system in 2024 and continuing for at least 18 months, with an automatic extension to a total of 24 months if sufficient funding is available.
- 4. The Pilot Program would provide a discount equivalent to the single-ride Clipper fare for amounts up to the region's highest local bus/light rail transit fare, currently \$2.50. When making a trip on fixed-route transit that requires transferring between participating Operators, riders would pay the full fare on the first Operator used. Any transfer to another Operator within two hours of the first boarding is free up to a per-transfer limit equal to the region's

highest local transit fare (currently \$2.50). Should the highest local bus/light rail transit fare increase above \$2.50 during the Pilot Program, the amount of the discount offered will increase to match the new highest local transit fare.

- 5. To ensure equitable benefits for paratransit users, the Pilot Program may be extended to a subset of cross-jurisdictional paratransit trips, to be determined by MTC and Operator staff at the earliest opportunity, which may occur after the Pilot Program has commenced.
- 6. The Pilot Program is designed with a goal of strengthening, standardizing, and clarifying transfer discounts between Operators.
- 7. The Pilot Program is expected to generate new trips for Operators.
- 8. The Pilot Program is designed to mitigate negative impacts to Operator revenues.
- 9. Project staff will continue to engage with Operators and executives to share Pilot Program findings, project updates, and to collect feedback from Operators about the program.
- 10. MTC and project staff will proactively seek input from Operators prior to the conclusion of the 24 month pilot period in order to inform decision making by MTC and Operators regarding the continuation of the Pilot Program beyond the pilot period.

ARTICLE II Transfer Rule Details

The Pilot Program would implement the following transfer rules for riders using Clipper on fixed-route transit:

- 1. For the purposes of the Pilot Program, an inter-agency transfer occurs when a rider boards a transit vehicle and then subsequently boards another transit vehicle operated by a different Operator within a two-hour (120 minute) period at a minimum (180 minutes if trips begin on Golden Gate Transit, SMART, or Sonoma County Transit).
- 2. When making an inter-agency transfer, full-fare Adult customers using Clipper will receive a fare discount in an amount that is the lesser of two values: (a) the value of the single-ride Clipper fare for each trip(s) taken after the first Operator, or (b) the value of a single-ride Clipper fare for the region's highest local transit fare, currently \$2.50 at the time of the execution of this agreement.
- 3. Clipper customers using discount fare categories (Senior, Youth, Clipper START, Disabled/ Regional Transit Connection (RTC)) would be subject to a discount limit proportional to the fare charged. For example, a rider transferring to a service on which that rider is entitled to a 50% Senior discount would receive a free transfer for amounts up to \$1.25.
- 4. For customers taking trips with three or more Operators, discounts would be applied on each additional operator used during the 120-minute window (180 minutes on GG Transit, Sonoma County Transit, and WETA) as described in Article II. 1-3 above, so that the customer only pays the equivalent of one full fare during that period.
- 5. For customers transferring to or from the SFMTA's Cable Car service, no transfer discount will be offered.

6. The discount is applied to the fare paid *after* making the transfer and cannot result in a negative fare for that segment.

ARTICLE III Operator Responsibilities

Each Operator agrees to:

- 1. Participate in the Pilot Program for a minimum of 18 months, and for up to 24 months if sufficient funding is available to extend the Pilot Program.
- 2. Provide in-kind staff and administrative support needed to successfully deliver and administer the Pilot Program at the Operator, including marketing.
- 3. Facilitate the payment of an upfront allocation and up to two supplemental payments to offset fare revenue impacts to the Operator by MTC as described in Article IV.
- 4. Partner with MTC, other Operators, and/or their designated third-party consultants for the Pilot Program to organize evaluation and research activities such as surveys or similar research methods over the course of the Pilot.
- 5. Ensure compliance with any Operator obligations under the Federal Transit Administration's Title VI Circular and/or the Operator's own Title VI policies.
- 6. Work with MTC, other Operators, and/or their designated third-party consultants to identify additional funds (if needed) to extend the Pilot Program to at least 24 months.
- 7. Subject to Pilot Program findings, work with MTC, other Operators, and/or their designated third-party consultants to develop a funding model that can support continuation of the policies described in Article II on a permanent basis while continuing to maintain and expand transit service to customers.

ARTICLE IV MTC Responsibilities

MTC agrees to:

- 1. Administer the Pilot Program for a minimum of 18 months, and for up to 24 months if sufficient funding is available to extend the Pilot Program.
- 2. Provide in-kind staff and administrative support needed to successfully deliver and administer the Pilot Program, including customer support, financial management, fare rule implementation, public information, communications, marketing, and technology support/operations.
- 3. Prior to the launch of the Pilot Program, offset foregone fare revenue by making an upfront allocation to each Operator based on the Operator's share of FY 2018-19 Transit Fare Revenues as reported to State Controller's Office (SCO), amounting to a total of \$11 million across all Operators.

- 4. Prior to the launch of the program, work in partnership with Operators to support compliance with the Federal Transit Administration's Title VI Circular and/or the Operator's own Title VI policies
- 5. Provide regular updates to the Fare Integration Task Force on the status of the Pilot Program.
- 6. No later than 12 months following program launch, conduct an evaluation of the Pilot Program, including its effects on travel behavior, revenue, and customer experience. The evaluation will include an assessment of funding available to extend the Pilot Program beyond 18 months.
- 7. Work with Operators and/or their designated third-party consultants to identify additional funds (if needed) to extend the program to at least 24 months.
- 8. Provide each Operator with supplemental funds to offset foregone fare revenue, based on an estimate of each Operator's "adjusted foregone fare revenue" as defined in subsection 9. MTC will allocate supplemental payments up to two times during the Pilot Program, amounting to a total of at least \$11 million. The first supplemental payment will occur 18 months after program launch. The second supplemental payment will occur at the conclusion of the Pilot Program or no later than 24 months after program launch, whichever is sooner.
- 9. Estimate "adjusted foregone fare revenue" for fixed-route services based on the number of actual inter-agency transfer trips in Clipper transaction data. Each Operator is responsible for the first \$0.50 discount of gross fare on each transfer, adjusted commensurately to discounted fare categories. The remaining foregone fare revenue will be adjusted to deduct an estimate of the increase in fare revenue generated by the Pilot Program. For each Operator, the percent increase in transfer trips, in excess of the growth of non-transfer trips, will be considered evidence of new trips generated by the Pilot Program. The percent of transfer trips and non-transfer trips in FY 2023-24 will be considered as the baseline. Supplemental data may be factored into the baseline or Pilot Program data for reasonable adjustments as needed on a case-by-case basis. If it is determined by an Operator that changes in a specific paratransit fare are be required due to the Pilot Program's changes to fixed-route fares, Operators will also be reimbursed at the same rate for foregone paratransit fare revenue, where applicable.
- 10. Subject to Pilot Program findings, work with Operators and/or their designated third-party consultants to develop a funding model that can support continuation of this policy on a permanent basis while continuing to maintain and expand transit service to customers.

ARTICLE V Indemnification

- <u>A.</u> <u>Mutual Indemnification</u>. No Party to this MOU (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 MOU and for which such indemnifying Party would otherwise be liable.
- <u>B.</u> <u>Operator Indemnification of MTC</u>. 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 MOU.

C. <u>MTC Indemnification of Operators</u>. 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 MOU.

ARTICLE VI Term

The term of the MOU shall begin upon the Effective Date and continue until June 30, 2027, unless terminated by written agreement of the Parties. The Pilot Program will launch concurrently with the launch of the Next Generation Clipper system. The 18-24 month Pilot Program period will commence when the Next Generation Clipper system launches.

ARTICLE VII Changed Circumstances

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

ARTICLE VIII Legal Representation and Common Interest

The Parties recognize a mutuality of interest, and a need for joint cooperation in legal matters relating to the No-Cost and Reduced Cost Interagency Transfer Pilot Program. 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 MOU, 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 No-Cost and Reduced Cost Interagency Transfer Pilot 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 MOU, 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 MOU. 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 Amendment has been duly authorized and executed by the Parties hereto on the dates specified below by their duly authorized representatives.

Metropolitan Transportation Commission

Name: Andrew B. Fremier Title: Executive Director

Date:_____

Alameda-Contra Costa Transit District

Approved as to form:

Name: Michael A. Hursh Title: General Manager 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

San Francisco Bay Area Rapid Transit District

Approved as to form:

Name: Robert M. Powers Title: General Manager Jeana Zelan, Interim 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 Lilian Levy, Deputy City Attorney

San Mateo County Transit District

Approved as to form:

Name: April Chan Title: General Manager/CEO Joan L. Cassman, General Counsel

Santa Clara Valley Transportation Authority

Approved as to form:

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

Date:_____

Victor Pappalardo, Deputy General Counsel

Peninsula Corridor Joint Powers Board

Approved as to form:

Name: Michelle Bouchard Title: Executive Director James Harrison, General Counsel

Central Contra Costa Transit Authority

Approved as to form:

Name: William Churchill Title: General Manager Julie Sherman, General Counsel

City of Fairfield FAST

Approved as to form:

Name: David Gassaway Title: City Manager David Lim, City Attorney

City of Petaluma

Approved as to form:

Name: Peggy Flynn Title: City Manager Eric W. Danly, City Attorney

Date:_____

Eastern Contra Costa Transit Authority

Approved as to form:

Name: Rashidi Barnes Title: Chief Executive Officer Eli Flushman, General Counsel

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 Kerry Gerchow, County Counsel

Napa Valley Transportation Authority

Approved as to form:

Name: Kate Miller Title: Executive Director Osman Mufti, General Counsel

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 Samantha W. Zutler, Interim City Attorney

Date:_____

Sonoma-Marin Area Rail Transit District

Approved as to form:

Name: Eddy Cumins Title: General Manager Thomas Lyons, General Counsel

Date:_____

City of Vacaville Vacaville City Coach

Approved as to form:

Name: Brian McLean Title: Director of Public Works Melinda C. H. Stewart, City Attorney

Western Contra Costa Transit Authority

Approved as to form:

Name: Robert Thompson Title: General Manager Michael N. Conneran, General Counsel

San Francisco Bay Area Water Emergency Transportation Authority

Approved as to form:

Name: Seamus Murphy Title: Executive Director 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: Bus and Shelter Advertising

Board of Directors Meeting

Wednesday July 24, 2024

ECCTA Boardroom 801 Wilbur Avenue, Antioch, CA 94509



Staff Report to ECCTA Board of Directors

Meeting Date:	July 24, 2024
Agenda Item:	Bus and Shelter Advertising – Agenda Item #7c
Lead Staff:	Leeann Lorono, Manager of Customer Service and Marketing
Approved:	Rashidi Barnes, Chief Executive Officer

Background

In February, our advertising contractor, Vector Media, informed us that they would not be able to continue our advertising contract due to their financial hardship. The contract was originally due to expire in April of 2024. To allow us time to develop and publish an RFP, the contractor agreed to continue service on a month-by-month basis if a set of amended terms were agreed upon.

On May 20, 2024, RFP #2024-01 was published for a three-year contract, with two one-year options, for the use of external advertising space on our buses and shelters. ECCTA received two responsive proposals from:

- Lamar Transit Advertising
- Transit Media

An internal review team from ECCTA evaluated and scored the responsive proposals. No interviews were determined to be necessary.

Lamar Transit Advertising was determined to be the highest ranked proposer that offered ECCTA the highest quality service for the best value possible.

The advertising contract is a revenue source for ECCTA. Revenue payments are based on either a MAG (Minimum Annual Guarantee) payment or a percentage of revenue share. That means that ECCTA is guaranteed to receive at least the MAG payment, which for Lamar is \$100,000 the first year with incremental increases. Should revenue exceed that, at the end of the year, ECCTA could potentially earn an additional amount exceeding the MAG payment.

Discussion

None.

Financial Impact

- Year 1: Minimum Annual Guarantee (MAG) of \$100,000 or 47.5% of generated revenue, whichever is greater.
- Year 2: MAG of \$105,000 or 47.5% of generated revenue, whichever is greater.
- Year 3: MAG of \$110,000 or 47.5% of generated revenue, whichever is greater.
- Option Year 1: MAG of \$115,000 or 47.5% of generated revenue, whichever is greater.
- Option Year 2: MAG of \$120,000 or 47.5% of generated revenue, whichever is greater.

Requested Action

Adopt Resolution #240724C authorizing the CEO to enter into a three-year contract, with two one-year options, with Lamar Transit Advertising for the use of external advertising space on our buses and shelters.



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

RESOLUTION #240724C

Authorization for Award of Contract for Bus and Shelter Advertising Services

Resolution #240624C authorizes the CEO to enter into a three-year contract, with two oneyear options, for the external use of advertising space located on ECCTA buses and shelters for the terms listed below:

Year	Minimum Annual Guarantee	Percent Share
1	\$100,000	47.5
2	\$105,000	47.5
3	\$110,000	47.5
Option Year 1	\$115,000	47.5
Option Year 2	\$120,000	47.5

WHEREAS, ECCTA's contract with Vector Media is currently on a month-to-month basis; and

WHEREAS, RFP #2024-01 for the use of external advertising space on ECCTA's buses and shelters was advertised on May 20, 2024; and

WHEREAS, Lamar Transit Advertising was determined to be the highest-ranked proposer that offered the highest quality service possible;

NOW, **THEREFORE**, **BE IT RESOLVED**, by the Board of Directors of the Eastern Contra Costa Transit Authority to adopt Resolution #240724C authorizing the CEO to enter into a threeyear contract with two one-year options for the use of external advertising space on ECCTA's buses and shelters with Lamar Transit Advertising.

PASSED AND ADOPTED THIS 24th day of July 2024, by the following votes:

EASTERN CONTRA COSTA TRANSIT AUTHORITY

Diane Burgis, Chair

Rashidi Barnes, Chief Executive Officer

TAB 6

Agenda Item #7d DISCUSSION ITEM:Presentation regarding Project Labor Agreements

Board of Directors Meeting

Wednesday July 24, 2024

ECCTA Boardroom 801 Wilbur Avenue, Antioch, CA 94509



Staff Report to ECCTA Board of Directors

Meeting Date:	July 24, 2024
Agenda Item:	Presentation regarding Project Labor Agreements – Agenda Item #7d
Lead Staff: Approved:	Eli Flushman, general Counsel Rashidi Barnes, Chief Executive Officer

Presentation

Eastern Contra Costa County Transit Authority (ECCTA or Tri Delta) staff have been requested by Board Member Hernandez-Thorpe to provide a presentation to the Board of Directors on Project Labor Agreements (PLA). This presentation will provide general information on PLAs. At the end of the presentation, the Board may wish to discuss PLA's generally, and provide Tri Delta staff with direction, if any, on whether further inquiry into such agreements and their utilization is further desired.

Background

A Project Labor Agreement (PLA) is a pre-hire collective bargaining agreement with one or more labor organizations that establishes terms and conditions of employment for a specific scope of construction projects. Such scope of construction projects may be set by cost, type, time, or other considerations, or a combination of such parameters, as desired. The terms of the PLA apply to all contractors and subcontractors who successfully bid on a project, and supersede any existing collective bargaining agreement which would otherwise apply. A PLA will typically include provisions to prevent strikes, lockouts, or other work stoppages for the length of the construction project. The PLA will often require that employees hired for the project are from the unions that are part of the agreement, or are hired upon referral from the union hiring halls. Any nonunion workers who are hired on the project pay union dues for the length of the project, and the contractor follows union rules on, among other items, pensions, work conditions, and dispute resolutions.

Local Governments can require that recipients of government funding for a construction project use PLAs. The local government entity seeking to complete the construction project enters into an agreement with a union or group of unions, such as an area trade union council, before seeking bids from contractors to do the work. The PLA would then be included in the Invitations for Bids (IFB) for Proposals, that way, any contractor interested in submitting a bid knows the job will require union labor. PLA's are also known as project stabilization agreements, labor stabilization agreements, community workforce agreements, or may take another similar name.

Tri Delta Transit's Current Procurement Guidelines

Tri Delta has established guidelines related to procurement of services, such as contractors for construction. Tri Delta's procurement guidelines already impose or limit contractors on certain requirements, whereas such terms are often also included in PLAs.

Prevailing Wages:

Tri Delta Transit's procurement guidelines require a vendor, for any public works project (e.g. – construction paid for in whole or in part out of public funds) that costs over \$1,000.00 to use prevailing wages. The prevailing wage rates are usually based on rates specified in collective bargaining agreements and set by California's Department of Industrial Relations.

Local Preference:

The Federal Transit Administration (FTA) also has established procurement guidelines when FTA funds are used on a project. The FTA guidelines prohibit geographical preferences in making contractor selections except for A&E contracts. As such, unless Tri Delta projects rely solely on the use of local funds (the majority of them do not), Tri Delta Transit's construction projects cannot include local preferences, as they are typically fully or partially funded by federal funds.

Common Provisions in PLAs

The basic concept of a PLA is that the union agrees not to strike while applicable project(s) are being built and to use high-speed grievance processes (typically arbitration) to resolve any workplace disputes that arise. And the construction firm agrees to hire workers through a union hiring hall, with some qualifications, to pay union wages, and not to engage in "lock-outs" in the event of a dispute. Other examples of typical terms include:

• New employees, within a certain period of time, pay dues to the union for representing their interests before the employer;

- Contractors use a local, centralized union job referral system or "hiring hall";
- Nonunion workers pay union dues for the length of the project;
- Management rights, including hiring, promotion, transfer, discipline or discharge of employees, and the right to reject any job applicant referred by a union;
- A uniform workday, workweek, overtime, holiday and payday schedules;
- Standardized work rules and regulations posted on the job site;
- Standardized and "grievance";
- A process for locating and obtaining workers if the unions have not provided referrals within 48 hours.

When entered into, a PLA will include a scope and detail of the work covered by the PLA. What the scope is will depend on the desires of the agency. The PLA may apply to certain crafts or portions of a project, but may exclude others. The scope can also be crafted to apply across numerous projects, by applying to projects exceeding a certain dollar amount and/or for a certain number of years. (e.g. Federal government requires them to be used on "large scale projects" exceeding \$35 million; other public agencies, specifically city municipalities, it has been observed, require their use on projects exceeding as little as \$1 Million dollars for a specific time period.

Perceived Pros and Cons of PLAs

There is some debate as to the utility and effectiveness of PLAs. Below are various pros and cons touted by proponents and opponents of PLAs. These are provided in order to present the competing viewpoints.

Pros	Cons
1. Provide uniform wages, benefits, overtime pay, hours, working conditions, and work rules for work on major construction projects.	1. Increase costs by mandating union wages and work rules and inhibiting competition.
2. Provide contractors with a reliable and uninterrupted supply of qualified workers at predictable costs.	2. Are anti-competitive because nonunion contractors may choose not to bid because either their members would be required to join a union if the contractor wins the bid or the contractor would not be able to use its own workers if the PLA required hiring through the union hiring hall.
3. Ensure qualified labor and relative ease of project management.	3. Are unfair to nonunion contractors and nonunion employees as the nonunion

	employees are required to pay union dues
	during the construction under the PLA.
4 Encure no labor strife by probibiting strikes	
4. Ensure no labor strife by prohibiting strikes	4. May cause delays if the union is unable to
and lockouts and including binding	supply timely referrals, as the contractor will
procedures to resolve labor disputes.	have to wait a specified time before the
	contractor may seek employees elsewhere.
5. Make large projects easier to manage by	5. May hinder the use of nonunion contractor
placing unions under one contract, the PLA,	training programs that may operate more
rather than dealing with several unions that	efficiently and are job specific, instead of
may have different wage and benefit	union apprenticeship programs of a fixed
structures.	duration.
6. May include provisions to recruit and train	6. Are unnecessary because of existing
workers by requiring contractors to	prequalification procedures that screen
participate in recruitment, apprenticeship,	contractors that bid on public projects.
and training programs for women, minorities,	
veterans, and other under-represented	
groups (this is a common CWA provision).	
7. May improve worker safety by requiring	7. The benefits are reduced due to the
contractors and workers to comply with	payment of prevailing wages and other
project safety rules.	requirements of the state.

These are just some of the potential pros and cons to PLAs. There may be differences of opinion on the above, or ways in which such issues may ultimately impact certain entities, projects, or locations. Many factors will impact the overall effectiveness of any given PLA for any particular local entity.

PLAs and Federally Funded Projects.

The Federal Government has had some back-and-forth regarding the use of PLAs. By executive order President George H.W. Bush prohibited Federal agencies from requiring the use of PLAs by anyone party to federally-funded construction projects. However, in 1993, President Bill Clinton, issued a Presidential Memorandum that explicitly encouraged the use of PLAs on federally funded construction projects. President George W. Bush reversed course again and prevented Federal agencies from requiring the use of PLAs on federally funded construction projects.

In 2009, President Barack Obama issued his own Executive Order, which remains the federal policy today. That allows the use of PLAs on federally funded projects, including projects financed by the Federal Transit Administration (FTA). The policy, however, does not mandate

their use, but rather encourages consideration of using PLAs for large-scale projects. The decision on whether to use PLA remains the prerogative of the grantee of such federal funds.

Beginning on January 22, 2024, in compliance with President Biden's February 4, 2022 Executive Order, 14603, federal construction projects with a total estimated cost of \$35 million are now required to utilize a PLA unless the contracting agency grants an exception.

In determining whether to use a PLA, the Federal Government provides several factors a grantee may want to consider before deciding to utilize them, including, but not limited to the following:

- The size and complexity of the project
- The importance of the project and the need to adhere to a certain timeline
- The risk of labor unrest on the project and the circumstances that are present that may lead to a heightened risk of labor disruption, such as the history of labor unrest in the area, the anticipated working conditions of the project relating to the environment or work schedules, and the expiration of one or more collective bargaining agreements that could lead to jurisdictional disputes
- The impacts of a labor disruption to the users, the operation of the facility, and the region
- The costs of a delay should a labor disruption occur
- The available labor pool relative to the particular skills required to complete the project

Alternatives to PLAs.

There are various tools that may be used to provide the same or similar benefits to PLAs that don't require the use of a PLA. Such alternatives include, but are not limited to:

- Labor Peace Agreements.
- Adopting local hiring guidelines. (However, this may not be of use when utilizing certain funding)
- Apprenticeship programs.
- California Skilled and Trained Workforce Requirement.
- Prevailing wages.*

(*Required by state law on Public Projects whether a PLA is utilized or not.)

Whether these alternatives address all of the particular items that stem from a PLA, however, will depend on the many factors related to the project and locations which it intends to govern.

Examples of Public Transportation PLAs Currently in Effect in the Bay Area and California

The below are a few examples of existing PLAs in effect in the Bay Area and California:

- BART The construction of ten (10) miles of track extending from the existing Pittsburg/Bay Point BART station to Antioch.
- Transbay Transit Center \$4 billion public works project constructing a multi-modal transit center in the heart of downtown San Francisco.
- AC Transit Construction of a Bus Rapid Transit corridor along an approximately 9.5-mile arterial through the cities of Oakland and San Leandro. The preliminary estimated capital cost for the total project was \$177.9 million (in year of construction dollars). approximately \$102 million is for construction.
- Los Angeles Internal Airport For the renovation and improvement of the Los Angeles International Airport's ("LAX") Tom Bradley International Terminal.
- Los Angeles Metropolitan Transportation Authority The agreement applies to certain local (non-federally) funded and federally funded construction projects with a construction value greater than \$2.5 million.

Examples of PLAs related to the above are attached.

Financial Impact

The fiscal impact, which consists primarily of staff time, will depend on Board direction.

Requested Action

Staff recommends that the Board listen to the presentation and provide feedback on whether it wishes ECCTA staff to explore utilizing PLAs in the future, whether on all construction projects, on a project specific basis, or not at this time.

TAB 7

Agenda Item #7e DISCUSSION ITEM: Website Redesign Update

Board of Directors Meeting

Wednesday July 24, 2024

ECCTA Boardroom 801 Wilbur Avenue, Antioch, CA 94509



Staff Report to ECCTA Board of Directors

Meeting Date:	July 24, 2024
Agenda Item:	Website Redesign Update - Agenda Item #7e
Lead Staff:	Leeann Loroño, Manager of Customer Service and Marketing
Approved:	Rashidi Barnes, Chief Executive Officer

Background

Since 2011, Tri Delta Transit's main website has been hosted by GoDaddy. In 2019, the independent website for Tri MyRide was added and hosted by GoDaddy. In April 2022, GoDaddy experienced a several-day server outage that brought down our main website, which had a severe impact on passengers, the community, and stakeholders.

In May 2023, RFP #2023-03 was released for the development, design, implementation, and maintenance of the Tri Delta Transit websites. Six companies responded, interviews were held, and in September 2023, the Board approved resolution #230927B authorizing the CEO to enter into a three-year contract with the selected company, Planeteria Media, for \$106,750.

Discussion

With the previous website being usable but outdated in technology and design, ECCTA is overhauling the site so that it is updated, with current coding, security, design, and user-ability. The following items are complete:

- Complete new look and design.
- Conversion of pages to the new website.
- Templates for job postings, RFPs, agendas, and more.

New features include:

- A system-wide alert bar for holiday notifications and other information so that you can access it without leaving the home page.
- Front homepage graphics can be video enabled.
- Route alert indicators to show riders at a quick glance if their route has an alert. Color-coded for identification.
- Text and Visual indicators for sections, plus click-throughs.
- Specialized sections throughout the home page
- Board section including board bios, board meeting home page notifications and searchable features.
- Tri MyRide Frequently Asked Questions Section

Items in progress:

- Streamlined paratransit section to provide clear information regarding ADA and senior paratransit.
- Route destination search functions.
- Route real-time maps on individual route pages is being explored.
- Training for staff to be able to update information as needed without prolonged delays.
- Resizing current Tri Delta Transit photo assets to correct sizes to make them clear and goodlooking.
- Tri MyRide page updates.
- Alert banner removed to show up only on route pages.

Note: Some items, like photographs, will take some time to switch out or rescale, but in the near future, the photographs used will be Tri Delta Transit.

Next steps:

- Completion of the progress steps.
- Completion of basic training.
- Testing by staff, Transdev, and possibly select members of the public.
- Launch expected by the end of July/early August.

Financial Impact

The project is on budget. No additional costs have been incurred.

Requested Action

This is a discussion item. No action is requested at this time.



Agenda Item #7f ACTION ITEM: Seafood Festival Participation

Board of Directors Meeting

Wednesday July 24, 2024

ECCTA Boardroom 801 Wilbur Avenue, Antioch, CA 94509



Staff Report to ECCTA Board of Directors

Meeting Date:	July 24, 2024
Agenda Item:	Seafood Festival Participation – Agenda Item #7f
Lead Staff:	Leeann Loroño, Manager of Customer Service and Marketing
Approved:	Rashidi Barnes, Chief Executive Officer

The Pittsburg Chamber of Commerce has requested that Tri Delta Transit provide shuttle service for the Pittsburg Seafood and Music Festival 2024, which will take place on Railroad Avenue from Saturday, September 7th, to Sunday, September 8th, from 10 am to 7 pm.

Background

Tri Delta Transit has provided shuttle service most years for the festival since 2012. In June 2014, the ECCTA Board of Directors authorized staff to operate the shuttle that year with the directive that service would only continue if a minimum of 4,000 riders was reached. In 2016, they did not reach the threshold, but service was authorized for 2017. In 2017, ridership did again not reach 4,000, so staff was not authorized to operate the shuttle in 2018. After a special request from the Pittsburg Chamber and a presentation to the board, the Board of Directors voted to operate the shuttle with the directive that the 4,000-ridership metrics be upheld. In 2019, ridership again fell below 4,000 which was inconsequential in 2020 due to the pandemic. In 2023, the Board of Directors approved a fixed route shuttle plan to run from Pittsburg/Bay Point BART and the Civic Center Plaza.

Stopping and restarting a festival is difficult. Attendance in 2023 was respectful, but there were challenges. Operators were not able to keep an accurate count of those riding fixed routes, and people waited at past year's stops that were not serviced in 2023. This resulted in Tri Delta Transit utilizing supervisor vehicles (paratransit buses), which do not have a way to count riders. This resulted in a very low ridership total.

Considerations:

- The event will rebuild from 2023 on and is still a beloved event in the area, traveled to by people from all over the Bay Area and beyond.
- The event is still taking place on Railroad where parking is very limited, increasing the need for public transportation. Waterfront parking may also be restricted in respect of the businesses there.
- According to the 2018 festival ticket purchase data, 52% of attendees came from the greater Bay Area. The Chamber believes this number will return as the festival rebuilds.
- Though ridership on the shuttles is low, public transportation is still essential for some to get to community events at all or to get from available parking to the event.

Current Proposal

Transit was still very much needed and utilized, especially by seniors, so Tri Delta Transit would operate a limited shuttle service to supplement the existing fixed-route bus service. Two paratransit vehicle shuttles would run from 8:15 am to 9:15 pm, approximately every 15 minutes from the Civic Center Plaza parking lot to the festival. Our current weekend Route 381 will continue to operate every hour and detour around the festival to the waterfront with stops bordering the festival. Paratransit rides can be booked as usual to drop off at the designated ADA festival gate. BART riders can walk from BART down to our 381 bus stop on Railroad or to Civic Center Plaza to go the remaining way to the festival.

Tri Delta Transit will receive the \$5,000 sponsorship level benefits, with the added benefits of a primary position on the festival transportation page and a discount to the seafood island for all who ride the shuttle from Civic Center Plaza. The Nautical Notes level includes an exhibitor booth, banner and logo placement, logo on static ads, and entry tickets.

Impact to Tri Delta Transit

- Use of mixed shuttle and regularly scheduled fixed route service greatly decreases the cost to Tri Delta Transit. Whereas in the past up to \$20,000 was spent, this year's complete cost of the outlined paratransit shuttle service is approximately \$1,971.52 for the two days.
- There are no additional costs for marketing our service. The Seafood Festival and TDT will run dual social media campaigns advising the public of the shuttle service.

Requested Action

Provide direction to staff regarding the operation of a shuttle service for the Pittsburg Chamber of Commerce 2024 Pittsburg Seafood and Music Festival.