



TRI DELTA TRANSIT

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

Board of Directors Meeting Agenda

Wednesday July 31, 2019

4:00pm

ECCTA Boardroom

801 Wilbur Avenue, Antioch, CA 94509

Available online: www.trideltatransit.com

Please see the last page of this agenda for:

- Public comment guidelines
- Agenda, staff report, and document availability
- Americans with Disabilities Act information
- Limited English Proficiency (LEP) information
- Anticipated action by the Board of Directors

1. **Call to Order:** Chair Bob Taylor
 - a. Roll Call

2. **Pledge of Allegiance**

3. **Public Comment**

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

4. **Chair's Report:** Chair Bob Taylor

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

- a. Minutes of the Board of Directors meeting of June 26, 2019
- b. Financial Report
- c. Marketing and Customer Service Activities Report

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

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

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

Board of Directors:

City of Antioch

Lamar Thorpe

Monica Wilson

City of Brentwood

Barbara Guise

Robert Taylor*

City of Oakley

Doug Hardcastle

Kevin Romick

City of Pittsburg**

Merl Craft

Shanelle Scales-Preston

Contra Costa County

Diane Burgis

Federal Glover

Member-at-Large

Ken Gray

* Chair: FY 2019-20

** Vice-chair: FY 2019-20

**Board of Directors Meeting Agenda
Wednesday July 31, 2019**

7. ACTION and DISCUSSION ITEMS

- a. ACTION ITEM:** FY 2019-20 ECCTA Board of Directors Vice Chair Election
(see attachment: tab #3)

Requested Action: Elect a Pittsburg representative to serve as the vice-chair of the ECCTA Board of Directors for FY 2019-20.

- b. ACTION ITEM:** CEO Travel Report and Staff Travel Request FY 19-20
(see attachment: tab #4)

Requested Action: Approve the staff member additional conference request.

- c. ACTION ITEM:** Service Agreement for Mobility on Demand
(see attachment: tab #5)

Requested Action: Adopt Resolution #190731A authorizing the CEO to enter into a service agreement with each of the three base Mobility on Demand providers for five years with three one-year options.

8. Board of Directors Comments

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

9. Adjourn

Next Meeting: August 28, 2019 at 4:00pm, 801 Wilbur Avenue, Antioch, CA 94509

Public Comment Guidelines:

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

Agenda, staff report, and document availability:

Copies of all staff reports and documents subject to disclosure that relate to each item of business referred to on the agenda are available for public inspection the Friday before each regularly scheduled Board of Director's meeting at 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 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 #5a,b,c
Consent Calendar (ACTION ITEM): Minutes, Financial Report, and
Marketing Activities Report

Board of Directors Meeting

Wednesday July 31, 2019

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

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

MINUTES

June 26, 2019

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

ROLL CALL / CALL TO ORDER

PRESENT: Merl Craft* (Pittsburg); Nancy Parent, Alternate for Federal Glover (Contra Costa County); Ken Gray (Member-at-Large); Barbara Guise (Brentwood); Kevin Romick (Oakley); Shanelle Scales-Preston (Pittsburg); Lamar Thorpe (Antioch); Monica Wilson (Antioch); Robert Taylor (Brentwood/Vice Chair), and Diane Burgis (Contra Costa County/Chair)
*Arrived after Roll Call

ABSENT: Doug Hardcastle (Oakley)

STAFF: Jeanne Krieg, Chief Executive Officer (CEO)
Steve Ponte, Chief Operating Officer (COO)
Stephanie Vollmer, Legal Counsel
Tania Babcock, Executive Assistant
Maria Korbay, Customer Service & Marketing Manager
Maureen Gonzales, Controller

OTHERS

PRESENT: Susan Hinson, First Transit
Gary Mitchell, First Transit
Hosie Pintily, First Transit

PLEDGE OF ALLEGIANCE

Chair Burgis led the Pledge of Allegiance.

PUBLIC COMMENT

Michael Daugelli congratulated Tri Delta Transit and its drivers for respecting everyone, particularly during Gay Pride Month.

CHAIR'S REPORT

Chair Burgis reported that she was grateful to be present and appreciated the support of the Board.

CONSENT CALENDAR

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

- A. Minutes of the Board of Directors meeting of April 24, 2019
- B. Financial Report
- C. Marketing and Customer Service Activities Report

AYES: Craft, Gray, Guise, Parent, Romick, Scales-Preston, Taylor, Thorpe, Wilson, and Burgis

NOES: None

ABSTAIN: None

ABSENT: Hardcastle

CHIEF EXECUTIVE OFFICER'S REPORT

- A. Operations Report

Chief Executive Officer (CEO) Jeanne Krieg introduced Jennifer Fung, her Metropolitan Transportation Commission (MTC)-sponsored summer intern, a senior at Antioch High School who would be receiving both her high school degree and her AA from Los Medanos College (LMC) in June 2020.

Ms. Krieg reported on the launch of Tri MyRide, a six-month demonstration program that had been garnering a great deal of attention from a number of media outlets including local television channels, the press, and other social media. With no promotion of the service given that the app could not be downloaded before the day of launch, there had still been one passenger on the day of launch and the ridership had been climbing every day since then. She thanked Monica Wilson and Lamar Thorpe who had joined Tri Delta Transit that day to respond to interviews from the press. She described the outreach to specific served zones and expected ridership to continue to grow. She added that there had been many requests for the program for various neighborhoods and expansion of the service areas was being considered. The cost was \$2 per ride. She described how the service worked and noted some of the challenges of the program complying with transportation regulations, particularly when school started.

Ms. Krieg identified the Tri MyRide press kit that had been distributed and the Tri MyRide t-shirt provided to everyone.

Ms. Krieg advised that through the help of Director Glover and others, Tri Delta Transit had been able to retain its RM2 funding through MTC, which had been jeopardized. At \$531,000, it was an important part of Tri Delta Transit's budget used to fund Route 300.

Ms. Krieg reported that the Summer Youth Pass had been more successful than ever this year given the low price of \$35 thanks to 511 Contra Costa, and County Connection's participation, making the entire county available to students. Over 200 passes had been sold so far this year compared to 133 last year, although last year's 133 sold included 100 passes the City of Antioch had purchased.

Ms. Krieg advised that Chief Operating Officer Steve Ponte had participated in a panel organized by Lamar Thorpe and the City of Antioch to discuss the effect of homelessness on Tri Delta Transit service. She referred to an issue with property across from the bus lot and Wilbur Avenue owned by the City of Antioch and a growing homeless camp which was becoming a safety hazard. She explained that Tri Delta Transit staff had communicated with the City of Antioch to address that situation. The issue was that drivers were starting to report that the homeless had begun yelling at the drivers that the buses were making too much noise and the drivers were becoming fearful of an escalating threatening situation.

Director Taylor requested that the City of Antioch do what it could to address the situation given that Antioch owned the property, and Chair Burgis stated that she would contact the Consolidated Fire District given the safety concerns with respect to fire.

Ms. Krieg reported on the American Public Transit Association (APTA) study mission she had participated in visiting Vienna, Hamburg, and Helsinki to consider mobility as a service, and while she had learned a lot and had ridden transit in all those cities, she commented that the most striking thing was the respect for government, which was so different from the U.S., in that the governments involved were able to enforce much stricter regulations. She commented that those cities were also struggling with the same issues such as declining ridership and driver shortages, and had the added challenge of working with infrastructure much older than in the U.S. She added that those areas were just starting to implement their version of the Americans with Disabilities Act (ADA) and were struggling to do so. The biggest trend in those areas were scooters. She explained that the biggest take away for her was a confirmation of her approach to keep an open mind and be willing to try anything to see if it would work.

Ms. Krieg referred to the CalTrans funded study in cooperation with UC Berkeley, Contra Costa Transportation Authority (CCTA), and Tri Delta Transit to design and implement an easy-to-use system that passengers could use to transfer between buses or from a train to a bus. The app, called "connection protection," allowed customers to request a hold if a connection was closed. The system had been tested with three buses and would go live on July 22.

Ms. Krieg referred to the upcoming APTA Annual Conference, now called Transform, in New York City from October 12 through 17, and sought the interest of Directors. At this point she reported she had received interest from Directors Burgis, Craft, Scales-Preston, Taylor, Thorpe, and Wilson, and asked for verifications as soon as possible to be able to make the necessary arrangements.

ACTION AND DISCUSSION ITEMS

A. Benefit Comparison

Ms. Krieg referred to Director Thorpe's request for a benefit comparison between Tri Delta Transit and First Transit employees and advised that the comparison chart had been included in the meeting packet. She reported that the benefit package provided to First Transit operators had been negotiated by the Teamsters Union and was part of their collective bargaining agreement. The non-represented employees were provided benefits through First Transit. She reported that driver pay started at \$18/hour to a maximum of \$25.10/hour, which could change as a result of upcoming negotiations.

Director Thorpe was satisfied with the comparison in that he wanted to make sure that the drivers were being compensated equitably compared to Tri Delta Transit employees.

Director Taylor recognized the good package and verified that drivers would get to the maximum hourly within five years.

B. Disadvantaged Business Enterprise (DBE) Program Triennial Goal

Tania Babcock, DBE Liaison Officer, stated that federal regulations required all Federal Transit Administration (FTA) recipients awarded \$225,000 or more in transportation department contracts to have a DBE program, and as part of that program three-year goals were to be set based on all federal money expected to be awarded in contract over the next three years. Currently, ECCTA's only FTA contract would expect \$1.3 million over the next three years, and would have to follow the necessary procedures.

Ms. Babcock described the methodology used to establish ECCTA's overall triennial DBE goal; stated that ECCTA evaluated the actual contracting opportunities to be offered using FTA funds; the ready, willing and able DBEs to participate in those opportunities; and other relevant evidence in order to determine its overall goal. ECCTA proposed a DBE goal of zero percent for the three-year federal fiscal period and would continue reviewing its contract opportunities, and if receiving Park & Ride funds, a revised calculation and revised DBE goal would have to be identified.

On motion by Director Romick, seconded by Director Guise, ECCTA Boardmembers adopted Resolution 190626A accepting ECCTA's proposed overall goal of zero percent for FTA-assisted contracts for FFY 2020-2022, carried by the following vote:

AYES: Craft, Gray, Guise, Parent, Romick, Scales-Preston, Taylor, Thorpe, Wilson,
and Burgis
NOES: None
ABSTAIN: None
ABSENT: Hardcastle

C. SB1 State of Good Repair Program

Ms. Krieg explained that every year there was an SB1 list of projects and this year there was one project, the desire to replace the HVAC system at the administrative and maintenance facility that had been installed in 1987 and was beyond its life expectancy. She sought approval of the resolution accepting the project list.

On motion by Director Romick, seconded by Director Parent, ECCTA Boardmembers adopted Resolution 190626B accepting ECCTA's fiscal year 2019-2020 State of Good Repair project list, carried by the following vote:

AYES: Craft, Gray, Guise, Parent, Romick, Scales-Preston, Taylor, Thorpe, Wilson,
and Burgis
NOES: None
ABSTAIN: None
ABSENT: Hardcastle

D. Web-Based Data Management System Modules

Ms. Krieg advised that in February 2019, the Board had approved a web-based data management system that would go live on July 1, and in the process of installation a couple of other desired modules had been discovered.

Steve Ponte explained that a customer service report was currently taken by an older software package and one of the modules would allow a report back on what the passengers were really asking. Customer reports were also possible, and while current reports were okay they were not as detailed as desired. He stated the four modules for \$56,000 would allow staff to provide better information, faster, and cheaper. He clarified that the current package produced limited information and the new package would respond immediately to emails. He verified that it would be an on-line app.

On motion by Director Craft, seconded by Director Thorpe, ECCTA Boardmembers adopted Resolution 190626C authorizing the CEO to enter into an agreement with TransTrack Systems to install and maintain four modules for the existing TransTrack data management software system for an amount not to exceed \$56,100, carried by the following vote:

AYES: Craft, Gray, Guise, Parent, Romick, Scales-Preston, Taylor, Thorpe, Wilson,
and Burgis
NOES: None
ABSTAIN: None
ABSENT: Hardcastle

E. Cost of Living Wage Adjustment

Ms. Krieg explained that staff would typically request a cost of living adjustment each year which had not occurred for some time given the recent poor economy. Considering the CPI for the San Francisco Bay Area, she stated that Administrative Department employees had not gotten a cost of living increase since 2014, although merit increases had continued and had taken the place of cost of living. The problem with that was that the wage scales had stayed the same. She wanted to increase the wage scales up 4 percent this year and commented with respect to the Maintenance Department that there was a set wage scale with no ability for increase. In that case, she had proposed and the Board had approved a 3 percent increase to account for the lack of cost of living. She recommended a cost of living increase for the pay period as of July 1, 2019 so that the entire staff would get a 4 percent increase. The funds to allow that to occur were available in the budget.

Director Romick asked if staff had compared salaries with similar other operations and Ms. Krieg stated that had been done in that APTA had access to salary comparisons of a group of similar sized operators in California. She characterized the agency's wages as in the low to middle range.

Director Taylor verified with Ms. Krieg that the proposed rate setting would not set a precedent, and she verified in response to other comments that the proposal would be a one-time increase.

Director Thorpe requested an annual consideration of CPI every year depending on the budget and verified that it would always be the Board's decision as to whether or not to approve a CPI increase.

On motion by Director Guise, seconded by Director Romick, ECCTA Boardmembers approved a 4 percent cost of living increase for all employees, carried by the following vote:

AYES: Craft, Gray, Guise, Parent, Romick, Scales-Preston, Taylor, Thorpe, Wilson, and Burgis
NOES: None
ABSTAIN: None
ABSENT: Hardcastle

F. FY 2019-20 ECCTA Board of Directors Officers

On motion by Chair Burgis, seconded by Director Guise, to nominate Bob Taylor as Chair of the ECCTA Board of Directors for FY 2019-20. There were no other nominations and the nominations were closed. **Bob Taylor** was elected Chair of the ECCTA Board of Directors for FY 2019-20 by the following vote:

AYES: Craft, Gray, Guise, Parent, Romick, Scales-Preston, Taylor, Wilson, and Burgis
NOES: Thorpe
ABSTAIN: None
ABSENT: Hardcastle

Given that the jurisdiction to represent the Vice Chair position this year had yet to be selected, it was recommended that the selection of Vice Chair be continued to the next meeting.

On motion by Director Romick, seconded by Director Parent, to continue the selection of a Vice Chair of the ECCTA Board of Directors for FY 2019-20 to the July meeting, carried by the following vote:

AYES: Craft, Gray, Guise, Parent, Romick, Scales-Preston, Taylor, Thorpe, Wilson, and Burgis
NOES: None
ABSTAIN: None
ABSENT: Hardcastle

BOARD OF DIRECTORS COMMENTS

Director Gray thanked Maria Korbay for her recent presentation to the Kiwanis Club in Pittsburg.

Director Guise noted that she had traveled to Oregon for her granddaughter's Doctorate in Pharmacy graduation.

Director Parent highlighted the recent BART dedication of a conference room at the Antioch eBART station, which had been dedicated to Joel Keller for his 24 years of service to BART. She identified the officials who had attended the dedication, highlighted the background of the BART extension and the fact that it was to have extended to Brentwood many years ago, and stated that if not for Mr. Keller's efforts the eBART station would not have been developed, and for that everyone owed him a great debt.

Director Craft advised that she had recently attended a conference in Martinez on sustainable communities and reported that the City of Pittsburg had recently received a \$1.4 million planning grant, which in addition to affordable housing and housing related infrastructure was for sustainable transportation infrastructure and transportation amenities. She would present the information to Tri Delta Transit staff. She also commented that the Bombardier built BART train that had recently been stuck in Oakland had not been built in Pittsburg, but that Bombardier would again be building BART trains in Pittsburg bringing 121 jobs to East Contra Costa County.

Director Thorpe thanked Mr. Ponte for his participation on homeless issues in Antioch and stated that the homelessness situation was becoming a growing crisis and there were two more forums to be held to address other public health issues related to needles, human waste, and other concerns. He applauded the different agencies involved in addressing those concerns, stated that the homeless were truly neighbors who needed help, and emphasized that planning for services and housing also had to consider public transportation.

Director Scales-Preston stated that the Pittsburg City Council had a special meeting and had voted to fly the Pride flag.

Chair Taylor thanked outgoing Chair Burgis and highlighted the many accomplishments achieved during her year as Chair that would end with a balanced and funded budget for the coming year, and with the inception of a number of new programs and projects. He thanked her for her vision and leadership.

Former Chair Burgis stated that Tri Delta Transit staff was top of the line that made the Board's job easy. She thanked everyone for the honor of serving as Chair.

ADJOURNMENT

The meeting of the Eastern Contra Costa Transit Authority adjourned at 5:02 P.M. to July 31, 2019 at 4:00 P.M. in the ECCTA Administration Facility, 801 Wilbur Avenue, Antioch, California.

Respectfully submitted,

Anita L. Tucci-Smith

TRI DELTA TRANSIT
Income Statement - Comparison to Annual Budget
As of May 31, 2019
(unaudited)

	YTD Actual			YTD Budget			YTD Variance <i>favorable/(unfavorable)</i>			FY19 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	\$ 2,063,138	\$ 1,676,283	\$ 386,855	\$ 2,765,569	\$ 2,368,069	\$ 397,500	\$ (702,431)	\$ (691,786)	\$ (10,645)	\$ 2,765,569	\$ 2,368,069	\$ 397,500	75%	71%	97%
Other Income	\$ 259,741	\$ 150,212	\$ 109,529	\$ 235,000	\$ 85,000	\$ 150,000	\$ 24,741	\$ 65,212	\$ (40,471)	\$ 235,000	\$ 85,000	\$ 150,000	111%	177%	73%
<i>Total Operating Revenues:</i>	\$ 2,322,879	\$ 1,826,495	\$ 496,384	\$ 3,000,569	\$ 2,453,069	\$ 547,500	\$ (677,690)	\$ (626,574)	\$ (51,116)	\$ 3,000,569	\$ 2,453,069	\$ 547,500	77%	74%	91%
OPERATING EXPENSES															
Purchased Transportation	\$ 12,579,728	\$ 9,769,492	\$ 2,810,236	\$ 12,142,672	\$ 9,030,500	\$ 3,112,172	\$ (437,056)	\$ (738,992)	\$ 301,936	\$ 12,142,672	\$ 9,030,500	\$ 3,112,172	104%	108%	90%
Materials and Supplies	\$ 2,947,884	\$ 2,512,050	\$ 435,834	\$ 3,168,000	\$ 2,593,000	\$ 575,000	\$ 220,116	\$ 80,950	\$ 139,166	\$ 3,168,000	\$ 2,593,000	\$ 575,000	93%	97%	76%
Salaries & Benefits	\$ 4,220,051	\$ 3,906,069	\$ 313,982	\$ 4,166,112	\$ 3,624,517	\$ 541,595	\$ (53,939)	\$ (281,552)	\$ 227,613	\$ 4,166,112	\$ 3,624,517	\$ 541,595	101%	108%	58%
Services	\$ 706,925	\$ 590,676	\$ 116,249	\$ 850,000	\$ 680,000	\$ 170,000	\$ 143,075	\$ 89,324	\$ 53,751	\$ 850,000	\$ 680,000	\$ 170,000	83%	87%	68%
Other	\$ 446,880	\$ 417,626	\$ 29,254	\$ 407,000	\$ 392,050	\$ 14,950	\$ (39,880)	\$ (25,576)	\$ (14,304)	\$ 407,000	\$ 392,050	\$ 14,950	110%	107%	196%
Casualty and liability insurance	\$ 566,314	\$ 521,710	\$ 44,604	\$ 549,975	\$ 513,869	\$ 36,106	\$ (16,339)	\$ (7,841)	\$ (8,498)	\$ 549,975	\$ 513,869	\$ 36,106	103%	102%	124%
Utilities	\$ 171,493	\$ 162,251	\$ 9,242	\$ 204,367	\$ 194,148	\$ 10,219	\$ 32,874	\$ 31,897	\$ 977	\$ 204,367	\$ 194,148	\$ 10,219	84%	84%	90%
Taxes	\$ 20,291	\$ 16,999	\$ 3,292	\$ 22,460	\$ 19,168	\$ 3,292	\$ 2,169	\$ 2,169	\$ -	\$ 22,460	\$ 19,168	\$ 3,292	90%	89%	100%
<i>Total Operating Expenses:</i>	\$ 21,659,566	\$ 17,896,873	\$ 3,762,693	\$ 21,510,586	\$ 17,047,252	\$ 4,463,334	\$ (148,980)	\$ (849,621)	\$ 700,641	\$ 21,510,586	\$ 17,047,252	\$ 4,463,334	101%	105%	84%
NON-OPERATING REV															
Federal Funds	\$ 347,105	\$ 347,105	\$ -	\$ 960,734	\$ 408,649	\$ 552,085	\$ (613,629)	\$ (61,544)	\$ (552,085)	\$ 960,734	\$ 408,649	\$ 552,085	36%	85%	
State Funds	\$ 13,145,542	\$ 10,670,590	\$ 2,474,952	\$ 12,811,582	\$ 10,373,129	\$ 2,438,453	\$ 333,960	\$ 297,461	\$ 36,499	\$ 12,811,582	\$ 10,373,129	\$ 2,438,453	103%	103%	101%
Local Funds	\$ 1,963,939	\$ 1,039,642	\$ 924,297	\$ 2,046,952	\$ 1,122,656	\$ 924,296	\$ (83,013)	\$ (83,014)	\$ 1	\$ 2,046,952	\$ 1,122,656	\$ 924,296	96%	93%	100%
Inter-Operator Agreements	\$ 2,685,749	\$ 2,685,749	\$ -	\$ 2,685,749	\$ 2,685,749	\$ -	\$ -	\$ -	\$ -	\$ 2,685,749	\$ 2,685,749	\$ -	100%	100%	
Interest & Other Misc Income	\$ 84,453	\$ 61,364	\$ 23,089	\$ 5,000	\$ 4,000	\$ 1,000	\$ 79,453	\$ 57,364	\$ 22,089	\$ 5,000	\$ 4,000	\$ 1,000	1689%	1534%	2309%
<i>Total Non-operating Revenues:</i>	\$ 18,226,788	\$ 14,804,450	\$ 3,422,338	\$ 18,510,017	\$ 14,594,183	\$ 3,915,834	\$ (283,229)	\$ 210,267	\$ (493,496)	\$ 18,510,017	\$ 14,594,183	\$ 3,915,834	98%	101%	87%
EXCESS REV/(EXP)	\$ (1,109,899)	\$ (1,265,928)	\$ 156,029	\$ -	\$ -	\$ -	\$ (1,109,899)	\$ (1,265,928)	\$ 156,029	\$ -	\$ -	\$ -			

Agenda Item #5b
Eastern Contra Costa Transit Authority
Board of Directors Meeting
July 31, 2019

Staff Report to ECCTA Board of Directors

Meeting Date: July 31, 2019

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

Lead Staff: Maria Korbay, Manager Customer Service & Marketing

Approved: Jeanne Krieg, Chief Executive Officer 

Marketing continues to work on exciting outreach and service opportunities with a focus on unifying the voice of Tri Delta Transit and delivering superior customer service. Listed below are the major items my department is researching, working on, and developing this month.

Promotional Events

The summer has been a busy time in East County and the Tri Delta Transit Marketing Department has attended many events and plans to continue as we approach the fall. Our goal is to be seen as a community member and ensure our neighbors are fully aware of the range of services we offer.

Field Trip

RES Success reached out to us to request an enrichment opportunity for one of their groups. RES Success provides adults with developmental disabilities services in education, social, and vocational training. We had over a dozen in attendance as we toured Tri Delta Transit and even had an opportunity to ride a bus through the bus wash. The group used our Class Pass option to get to and from our facility and we plan to continue to offer field trip opportunities to interested groups in the future.

School Registration

School registration events are a wonderful chance to educate students, staff, and parents about their public transit options. Our team has reached out to local schools and attended registration events at six high schools as well as offered digital copies of our updated flyers to schools with online registration. In participation with 511CC, we have been promoting SchoolPOOL. SchoolPOOL is a program that encourages students to use public transit by offering them a complimentary 20 ride bus pass. This program is funded by the Bay Area Air Quality Management District and the Contra Costa Transportation Authority.

Pittsburg Seafood & Music Festival

We are looking forward to continuing our sponsorship relationship. Although the details have not been finalized, we are working closely with the chamber to ensure that appropriate shuttle service expectations are set for the September event.

Antioch Senior Resource Fair

After our visit with the Antioch Senior Center in May we were delighted to be invited back for their annual resource fair in November.

Big Truck Day, Antioch Community Center

Tri Delta Transit attended this fun event last year and plans to be in attendance again this October. This is a wonderful outreach opportunity designed to allow residents to learn more about local companies and the vehicles they use to help the community.

Internship

In partnership with MTC and the Pathways program, the Marketing Department has been fortunate enough to mentor Jennifer Fung, a senior at Antioch High School. Jennifer has been an amazing addition to the marketing team. She has been assisting with many projects offering insight, excitement, and a creative flair to each task. When asked about her time so far with Tri Delta Transit she says “I love it and I really look forward to coming to work each day. I feel so productive.” Internships are a wonderful way to promote interest in transportation as a potential career and Jennifer is doing well to take advantage of this learning opportunity.

Bus Stop Inventory and Maintenance

We are about half way through our bus stop inventory. With over 600 bus stops and over 200 with amenities, the marketing team estimates one more month to complete inventory. We will then move on to creating a timeline for purchase and installation of new amenities. Along the way, we are examining ongoing issues with particular bus stops and working to come up with creative solutions to meet the needs of our passengers so they may find comfort while waiting for the bus. The Marketing Department has visited over 90 stops and has been taking ongoing comments and suggestions from drivers and passengers.

Mobility on Demand

In July we sent a notice to over 1000 paratransit users, alerting them to recent changes to Mobility on Demand. Due to government regulations each ride must now be an “attempted shared ride.” Mobility on Demand has been a useful addition to our paratransit services, allowing our passengers to use UBER, Lyft, and United Taxi to supplement their transportation needs. These changes mean we will also be reviewing and revising additional paratransit materials to ensure they are up to date.

Summer Youth Pass

Summer Youth Pass was a great success. As we wrap up the final month, Tri Delta Transit, County Connection, WestCAT and 511CC will be meeting to discuss feedback on the program, final sales numbers, as well as discuss other student/youth opportunities.

Tri MyRide

Launch

The launch of Tri MyRide has been a huge success and the community has had only positive feedback. Our June 17th press conference was well covered with over a dozen press agencies reporting the story. Though we started with just one rider on day one, just 19 days later we had to add more vehicles to the service to keep up with demand. Then, on July 18th we hit our 100 ride mark. Tri MyRide grows each day.

Current Status

The marketing team has been working closely with Tri MyRide operators to get their feedback and guidance. Before pushing out more service we want to ensure the service we currently offer is working smoothly. We are also in constant communication with our passengers. The most amazing aspect of interaction with passengers is that they can't stop singing the praises of Tri MyRide and the operators. They have said the price is phenomenal, service is exceptional, and staff brightens their day. When we let a few of them know we were adding more vehicles to help with wait times the first concern was if they would still get to see their usual driver.

Next Steps

The next few months we will continue to monitor the growth of Tri MyRide and also do a second push marketing campaign. This second campaign will target areas seeing high Tri MyRide traffic as well as BART stations. Our team will have boots on the ground, produce updated posters, and refresh our digital campaign. We want to keep Tri MyRide current and this second push will help us to do just that. We are also working with TransLoc to create a survey for current passengers so we may learn from their experiences thus far. TriMyRide.com is also getting multiple requests each day from those wanting us to consider bringing Tri MyRide to their neighborhood. This program has ignited a great deal of interest and excitement.

TAB 2

Agenda Item #6a
CEO's REPORT: Operations Report

Board of Directors Meeting

Wednesday July 31, 2019

ECCTA Boardroom
801 Wilbur Avenue, Antioch, CA 94509

Chief Executive Officer's Report

July 2019



TRI DELTA TRANSIT

ECCTA Executive Team

Jeanne Krieg
Chief Executive Officer

Steve Ponte
Chief Operating Officer

Kevin Moody
Director of Maintenance

Susan Hinson
First Transit Director of Operations

Highlights:

- The homeless camp that grew next to the Tri Delta Transit facility fence was removed by the City of Antioch. The following day, campers returned so, to discourage them, solar-powered noise and light equipment was placed near the area.
- Service on Tri Delta Transit's Microtransit demonstration project -- Tri MyRide -- has been very successful and ridership grows every day. The feedback has been positive and many requests for expansion of the service are being submitted.
- CCTA received a planning grant from Caltrans to look at the transit corridor between Hillcrest and Marsh Creek Road.
- The FTA-required change to our Mobility on Demand demonstration project has been communicated to our customers: rides must be shared effective August 1st.
- Phase II of the UC Berkeley PATH Integrated Dynamic Transit Operations system demonstration project that uses Tri Delta Transit as the subject is progressing. CCTA is overseeing the Caltrans-funded project that demonstrates Transit Connect in east county. The app has been tested and will go system-wide mid-August.
- RES Success provides adults with developmental disabilities services in education, social, and vocational training. The group used a Class Pass to get to and from our facility and toured the offices and maintenance shop even riding a bus through the bus wash.
- Chair Bob Taylor, Director Lamar Thorpe, Director Monica Wilson, and Director Shanelle Scales-Preston represented Tri Delta Transit at APTA's Transit Board Members Seminar.

Pending:

- International Zero Emission Bus Conference (San Francisco 9/26-27)
- CCTA's Accessible Transportation Plan
- Web based data management system module implementation
- Seafood Festival shuttle (9/7-8)
- SBI Projects: Facility HVAC replacement and Bus stop amenity project
- DBE Goal: possible revision
- Oakley Park & Ride lot construction funding
- Antioch Park & Ride lot construction funding
- Service to Brentwood LMC campus (2020)
- CARB electric bus purchase requirements
- Mobile Emergency Operations Center construction
- Mobility on Demand demonstration project

Agenda Item #6a

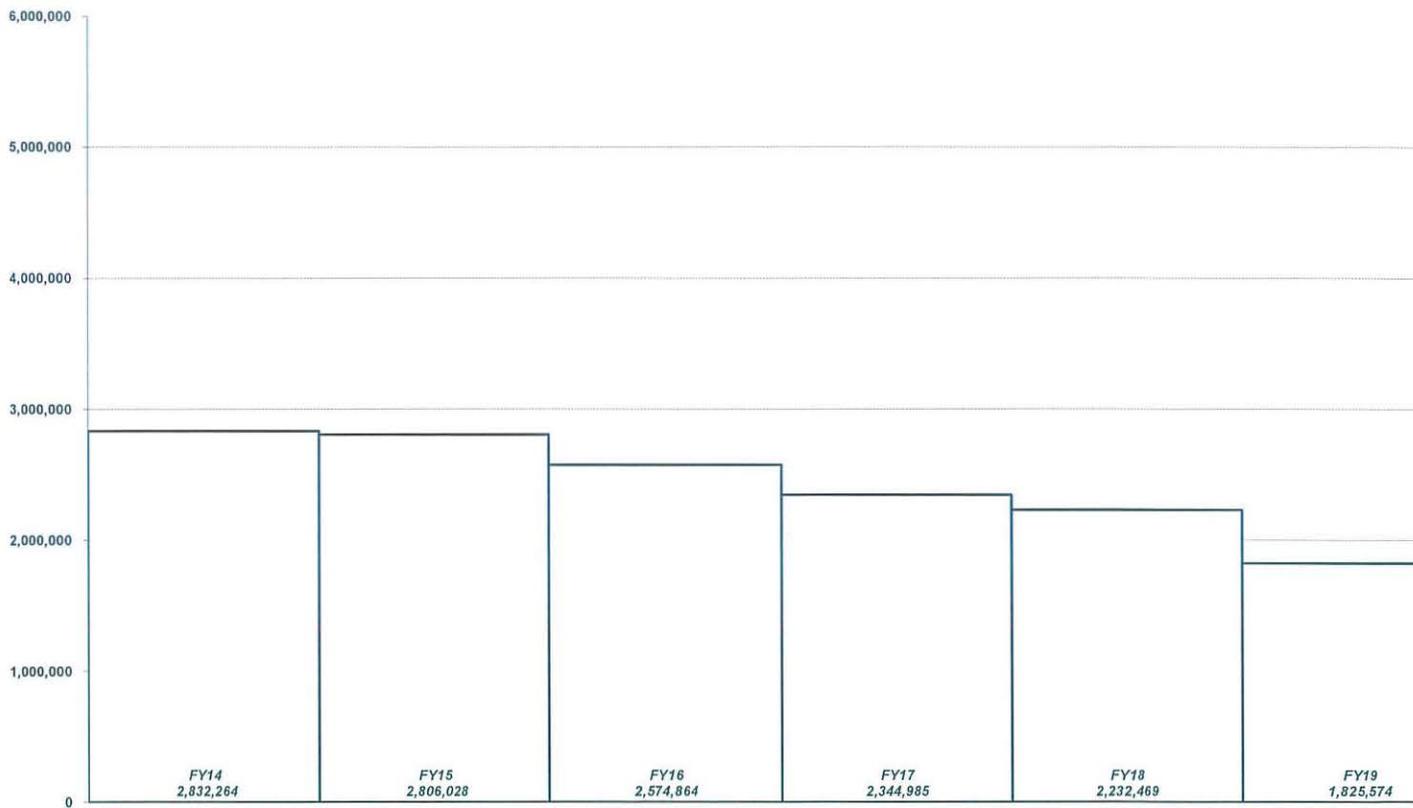
Eastern Contra Costa Transit Authority

Board of Directors Meeting

July 31, 2019

TRI DELTA TRANSIT

COMPARATIVE FR RIDERSHIP - JUNE YTD



EASTERN CONTRA COSTA TRANSIT AUTHORITY KEY PERFORMANCE INDICATORS BY SERVICE

	Actual							Budget	18/19B	YTD COMPARISON		
						18/19	% ▲	Actual		% ▲		
	13/14	14/15	15/16	16/17	17/18			Jun-18	Jun-19			
DIAL-A-RIDE												
PASSENGERS												
Total DAR Trips Provided	131,476	133,769	131,917	133,406	125,558	124,604	-1%	125,558	160,346	28%		
Average Weekday Ridership	471	487	489	498	469	464	-1%	469	579	24%		
Average Sat Ridership	180	153	118	107	105	108	2%	105	181	71%		
Average Sun/Hol Ridership	68	63	49	47	47	48	2%	47	105	125%		
Average Passengers/Hour (wkdays DAR Only)	2.3	2.4	2.5	2.9	2.9	2.9	-1%	2.9	3.1	5%		
CUSTOMER SERVICE												
Ride Refusals / Day	0.0	0.0	0.0	0.0	0.0	0.0	-100%	0.0	0.0	0%		
Customer Complaints	0.071%	0.103%	0.114%	0.382%	0.486%	0.250%	-48%	0.486%	0.426%	-12%		
On Time Performance	89%	87%	85%	81%	66%	90%	37%	66%	63%	-4%		
MAINTENANCE												
Gallons of Fuel Consumed	145,043	138,528	135,809	131,936	122,057	122,772	1%	122,057	109,838	-10%		
Miles Between Preventable Accidents	244,390	162,293	159,143	153,397	207,048	200,000	-3%	207,048	394,339	90%		
Miles Between Road calls	61,109	139,113	190,963	919,507	276,017	100,000	-64%	276,017	789,072	186%		
COST RATIOS												
Farebox Recovery Ratio	10%	10%	10%	11%	10%	9%	-15%	10%	10%	-2%		
\$/Gal Fuel	\$ 3.67	\$ 3.09	\$ 2.59	\$ 2.57	\$ 3.21	\$ 3.00	-7%	\$ 3.21	\$ 3.27	2%		
Operating Cost/Passenger	\$ 35.25	\$ 34.18	\$ 34.41	\$ 29.15	\$ 29.68	\$ 35.82	21%	\$ 29.68	\$ 23.43	-21%		
Operating Cost/Revenue Hour	\$ 68.75	\$ 69.81	\$ 72.26	\$ 73.97	\$ 80.33	\$ 95.04	18%	\$ 80.33	\$ 69.74	-13%		
Operating Cost/Revenue Mile	\$ 5.76	\$ 5.74	\$ 5.85	\$ 5.18	\$ 5.38	\$ 6.72	25%	\$ 5.38	\$ 5.80	8%		
FIXED ROUTE												
PASSENGERS												
Total FR Trips Provided	2,832,264	2,806,028	2,574,864	2,344,985	2,232,469	2,321,636	4%	2,232,469	1,825,574	-18%		
Average Weekday Ridership	9,930	9,794	8,999	8,230	7,886	8,238	4%	7,886	6,455	-18%		
Average Sat Ridership	3,464	3,498	3,061	2,715	2,490	2,450	-2%	2,490	2,150	-14%		
Average Sun/Hol Ridership	2,692	2,787	2,501	2,236	2,087	2,140	3%	2,087	1,665	-20%		
Average Passengers/Hour	19.0	19.2	17.8	16.1	14.7	15.4	5%	14.7	12.0	-18%		
CUSTOMER SERVICE												
Customer Complaints	0.009%	0.009%	0.009%	0.025%	0.025%	0.025%	-2%	0.025%	0.035%	39%		
On Time Performance	92%	92%	92%	82%	83%	90%	8%	83%	82%	-1%		
MAINTENANCE												
Gallons of Fuel Consumed	603,013	600,072	606,378	584,879	575,568	534,257	-7%	575,568	539,672	-6%		
Miles Between Preventable Accidents	110,754	98,066	97,469	117,465	145,522	100,000	-31%	145,522	84,366	-42%		
Miles Between Road calls	67,684	41,553	27,690	21,084	19,951	50,000	151%	19,951	35,980	80%		
COST RATIOS												
Farebox Recovery Ratio	18%	18%	18%	16%	13%	14%	0%	13%	9%	-30%		
\$/Gal Fuel	\$ 3.48	\$ 2.77	\$ 1.96	\$ 2.07	\$ 2.30	\$ 2.65	15%	\$ 2.30	\$ 2.90	26%		
Operating Cost/Passenger	\$ 5.58	\$ 5.54	\$ 5.98	\$ 6.93	\$ 7.56	\$ 7.34	-3%	\$ 7.56	\$ 9.80	30%		
Operating Cost/Revenue Hour	\$ 105.76	\$ 106.36	\$ 106.33	\$ 111.83	\$ 111.07	\$ 113.24	2%	\$ 111.07	\$ 117.91	6%		
Operating Cost/Revenue Mile	\$ 7.71	\$ 7.62	\$ 7.49	\$ 7.98	\$ 8.19	\$ 8.95	9%	\$ 8.19	\$ 9.24	13%		

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

TOTAL PASSENGER TRIPS													
ROUTE											YTD COMPARISON		
	13/14	% Chg	14/15	% Chg	15/16	% Chg	16/17	% Chg	17/18	% Chg	Jun-18	Jun-19	% Chg
200	55,914	1%	54,167	-3%	48,866	-10%	44,467	-9%	40,568	-9%	40,568	36,024	-11%
201	124,289	4%	112,116	-10%	116,301	4%	117,839	1%	115,491	-2%	115,491	94,352	-18%
300	328,582	13%	353,802	8%	340,127	-4%	351,131	3%	323,694	-8%	323,694	72,088	-78%
379	6,759	-56%	3,223	-52%	3,659	14%	2,407	-34%	2,358	-2%	2,358	2,578	9%
380	682,650	0%	666,704	-2%	606,012	-9%	552,671	-9%	510,333	-8%	510,333	453,770	-11%
381	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	51,256	N/A	51,256	99,469	94%
383	32,073	-8%	30,200	-6%	25,830	-14%	21,936	-15%	21,987	0%	21,987	37,225	69%
384	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	3,366	N/A	3,366	42,917	1175%
385	70,974	16%	68,013	-4%	66,045	-3%	54,207	-18%	55,316	2%	55,316	47,845	-14%
386	1,902	-12%	1,583	-17%	1,507	-5%	1,398	-7%	1,104	-21%	1,104	N/A	N/A
387	264,036	1%	257,944	-2%	233,185	-10%	198,990	-15%	180,733	-9%	180,733	172,060	-5%
388	400,190	9%	370,128	-8%	327,585	-11%	287,820	-12%	265,449	-8%	265,449	237,268	-11%
389	53,068	0%	51,480	-3%	45,836	-11%	40,557	-12%	41,396	2%	41,396	41,820	1%
390	72,054	5%	71,211	-1%	70,022	-2%	71,431	2%	70,019	-2%	70,019	35,220	-50%
391	386,640	4%	402,579	4%	360,256	-11%	317,873	-12%	286,436	-10%	286,436	224,909	-21%
709	N/A	N/A	N/A	4,583	N/A								
Shuttles	3,370	-32%	5,375	59%	13,410	149%	2,956	-78%	2,027	-31%	2,027	4,841	139%
392	142,284	7%	142,650	0%	124,708	-13%	110,687	-11%	105,150	-5%	105,150	90,229	-14%
393	133,078	-2%	141,281	6%	126,653	-10%	114,022	-10%	98,170	-14%	98,170	35,591	-64%
394	64,904	-9%	63,087	-3%	53,894	-15%	48,389	-10%	47,726	-1%	47,726	50,047	5%
395	9,497	100%	10,485	100%	10,968	100%	6,204	100%	5,937	100%	5,937	6,842	15%
396	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	3,953	N/A	3,953	35,658	802%
Total Fixed Route	2,832,264	3%	2,806,028	-1%	2,574,864	-8%	2,344,985	-9%	2,232,469	-5%	2,232,469	1,825,336	-18%

AVERAGE PASSENGERS PER REVENUE HOUR													
ROUTE											YTD COMPARISON		
	13/14	% Chg	14/15	% Chg	15/16	% Chg	16/17	% Chg	17/18	% Chg	Jun-18	Jun-19	% Chg
200	12.5	-1%	12.6	1%	11.5	-9%	9.9	-14%	8.6	-14%	8.6	8.0	-7%
201	17.9	1%	17.0	-5%	16.1	-5%	13.8	-15%	12.9	-6%	12.9	11.3	-12%
300	18.6	18%	20.3	10%	19.6	-4%	20.6	5%	20.5	0%	20.5	9.8	-52%
379	16.8	57%	26.5	57%	30.6	15%	18.9	-38%	16.7	-11%	16.7	15.2	-9%
380	20.6	2%	20.2	-2%	18.7	-7%	17.3	-8%	16.1	-7%	16.1	15.5	-3%
381	N/A	11.6	N/A	11.6	12.1	5%							
383	12.6	23%	13.0	3%	11.6	-11%	10.1	-12%	8.8	-13%	8.8	6.7	-25%
384	N/A	6.8	N/A	6.8	8.2	20%							
385	12.9	8%	12.3	-4%	11.4	-8%	9.3	-19%	9.5	2%	9.5	8.3	-12%
386	6.3	74%	6.3	1%	6.6	5%	6.0	-10%	4.8	-20%	4.8	N/A	N/A
387	23.7	4%	23.3	-2%	21.7	-7%	18.6	-14%	15.9	-15%	15.9	13.3	-16%
388	18.2	7%	17.4	-5%	16.2	-7%	14.3	-12%	13.1	-8%	13.1	11.8	-10%
389	14.4	8%	15.4	7%	14.4	-6%	12.4	-14%	11.9	-4%	11.9	11.9	0%
390	20.8	12%	21.5	3%	21.4	-1%	22.1	3%	21.3	-4%	21.3	10.2	-52%
391	20.5	4%	21.9	7%	19.7	-10%	17.3	-12%	15.5	-11%	15.5	13.4	-13%
709	N/A	16.6	N/A										
Shuttles	6.4	N/A	30.7	383%	23.6	-23%	15.0	-36%	15.4	3%	15.4	63.4	312%
392	19.1	9%	18.9	-1%	16.7	-12%	14.2	-15%	13.1	-7%	13.1	12.1	-8%
393	17.5	0%	18.7	7%	16.8	-10%	15.3	-9%	13.8	-9%	13.8	10.0	-27%
394	17.0	13%	15.9	-7%	13.9	-13%	12.9	-7%	12.4	-4%	12.4	12.0	-3%
395	16.2	N/A	16.4	1%	17.1	5%	9.9	-42%	9.9	0%	9.5	9.8	3%
396	N/A	9.2	N/A	9.2	8.7	-6%							
Total Fixed Route	19.0	7%	19.2	1%	17.8	-7%	16.1	-9%	14.7	-9%	14.7	12.0	-18%

TAB 3

Agenda Item #7a

ACTION ITEM: FY 2019-2020 ECCTA Board of Directors Vice-Chair Election

Board of Directors Meeting

Wednesday July 31, 2019

ECCTA Boardroom

801 Wilbur Avenue, Antioch, CA 94509

Staff Report to ECCTA Board of Directors

Meeting Date: July 31st, 2019

Agenda Item: FY 2019-2020 ECCTA Board of Directors Vice-Chair Election
Agenda Item #7a

Lead Staff: Jeanne Krieg, Chief Executive Officer



The first amendment to the Restated Joint Exercise of Powers Agreement establishing the Eastern Contra Costa Transit Authority, dated May 21st, 2000 and approved by all members of the JPA, addresses the rotation of officers of the Board of Directors. The designated rotation is:

	<u>Chair</u>	<u>Vice-chair</u>
FY 18-19	County	Brentwood
FY 19-20	Brentwood	Pittsburg
FY 20-21	Pittsburg	Member-at-Large
FY 21-22	Member-at-Large	Oakley
FY 22-23	Oakley	Antioch
FY 23-24	Antioch	County
FY 24-25	County	Brentwood

During the meeting on June 26th, the Board of Directors elected Bob Taylor to serve as the Chair for FY 2019-2020.

The Pittsburg representatives (Councilmember Merl Craft and Councilmember Shanelle Scales-Preston) will agree who will assume the vice-chair position for FY 2019-2020 and will make a motion accordingly.

Requested Actions

Elect a Pittsburg representative to serve as the vice-chair of the ECCTA Board of Directors for FY 2019-2020.

TAB 4

Agenda Item #7b

ACTION ITEM: CEO Travel Report and Staff Travel Request FY 19-20

Board of Directors Meeting

Wednesday July 31, 2019

ECCTA Boardroom

801 Wilbur Avenue, Antioch, CA 94509

Staff Report to ECCTA Board of Directors

Meeting Date: July 31, 2019

Agenda Item: CEO Travel Report and Staff Travel Request FY 19-20
Agenda Item #7b

Lead Staff: Jeanne Krieg, Chief Executive Officer 

CEO Travel Report

Several years ago, the Board of Directors approved travel associated with my involvement in industry organizations, asking for an annual update. My current committee commitment is:

Organization	Committee	Notes:
APTA	<ul style="list-style-type: none"> • Board of Directors (elected position) • Executive Committee (elected position) • Small Operators Steering Committee Past Chair (elected position) • Legislative Committee (volunteer position) • Bus & Paratransit CEOs Committee (volunteer position) • Awards Committee (appointed position) 	
CTA	<ul style="list-style-type: none"> • Executive Committee (elected position) • Small Operators Committee (elected position) • Federal Legislative Committee (appointed position) 	
TCRP	<ul style="list-style-type: none"> • TOPS Committee Member (appointed position) • TCRP Panel Participant (appointed position) • TCRP Committee Member (appointed position) 	Travel expenses are paid by the NAS.

All of the APTA and CTA committees meet either using conference calls or in conjunction with other conferences such as the annual conference, the CEO conference, the bus conference, and the legislative conference. No action is required for travel associated with these committees unless the Board of Directors desires to change approval of my involvement in these organizations. The travel cost associated with my industry participation was included in the FY 19- 20 budget.

Staff Travel Request

Current policy allows staff members to attend up to two conferences per fiscal year without authorization from the Board of Directors. The following additional conferences are requested for Chief Operating Officer Steve Ponte and Manager of Customer Service and Marketing Maria Korbay. The cost associated with the additional conferences was included in the FY19-20 budget.

Meeting	Staff	Comments
APTA CEOs Conference	Maria Korbay	Maria is an important part of ECCTA's succession plan and would benefit from attending the Deputy CEO track.
APTA Marketing Seminar	Maria Korbay	This is a staff-oriented conference that includes intensive educational sessions focused on marketing, customer service, community outreach, and social media all of which are Maria's responsibilities.
APTA Legislative Conference	Steve Ponte	Steve's job responsibilities include monitoring legislative activities that affect our agency.
CTA Annual Conference	Steve Ponte	Steve is active on the Bus Operations Committee which plays a major role in this conference.

Requested Action

Approve the staff member additional conference request.

APTA = American Public Transportation Association CTA = California Transit Association NAS = National Academy of Science TCRP = Transportation Cooperative Research Program TOPS = TCRP Oversight and Project Selection

TAB 5

Agenda Item #7c

ACTION ITEM: Service Agreement for Mobility on Demand

Resolution #190731A

Board of Directors Meeting

Wednesday July 31, 2019

ECCTA Boardroom

801 Wilbur Avenue, Antioch, CA 94509

Staff Report to ECCTA Board of Directors

Meeting Date: July 31, 2019

Agenda Item: Service Agreement for Mobility on Demand
Agenda Item #7c

Lead Staff: Steve Ponte, Chief Operating Officer

Approved: Jeanne Krieg, Chief Executive Officer 

Background

ECCTA has been operating a demonstration paratransit project called Mobility on Demand for over a year. This demonstration project was created to analyze:

1. If paratransit customers were interested in being given an option between a traditional paratransit system and an on-demand rider's choice program.
2. If a rider's choice program would be successful in our community.
3. If a rider's choice program would be financially viable for ECCTA.

Process

1. Staff researched local, state, and federal regulations and developed a program that was in compliance with all regulations. One of the regulations that affected the choice of partners was the Federal Transit Administration (FTA) prohibition for ECCTA staff to book a trip on a partner provider on behalf of individuals who do not have a smart phone. Those individuals have a choice of United Transportation and traditional Tri Delta Transit paratransit service.
2. Three Mobility on Demand partners were selected for the demonstration program:
 - Lyft
 - Uber
 - United Transportation
3. The program was marketed to ECCTA's paratransit customers.

The Program

The concept behind this program was to offer ECCTA's paratransit passengers transportation options for their trips. Passengers can contact ECCTA or one of the selected providers for their trip. The fares on the traditional paratransit service remained the same (\$2.75 for local trips). The fares on the partner providers are \$4.00 for Lyft and

United Transportation and 40% of the trip cost on Uber (up to \$4.00). Any fare above \$4.00 is subsidized by the program up to a maximum of \$16. ECCTA is charged an additional \$25 for wheelchairs.

Result

To date, this program has increased paratransit ridership by 21% and reduced paratransit cost per passenger by 21%.

The demonstration project is successful and ECCTA staff requests authorization to enter into a five-year services agreement with three one-year options with the three Mobility on Demand partners. Each contract will have slight differences in Exhibit A to reflect the specific details of each individual provider.

Requested Action

Adopt Resolution #190731A authorizing the CEO to enter into a services agreement with the three base Mobility on Demand providers for five years with three one-year options.

Attached:

- Resolution #190731A
- General Services Agreement (approved by ECCTA's General Counsel)



TRI DELTA TRANSIT

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

RESOLUTION #190731A Mobility on Demand Service Agreement

Resolution #190731A authorizes the CEO to enter into a service agreement with Lyft, Uber, and United Transportation for five years to provide Mobility on Demand trips with three one-year options.

WHEREAS, EASTERN CONTRA COSTA TRANSIT AUTHORITY (ECCTA) currently accepts federal and state funds; and

WHEREAS, ECCTA desires to have the ability to offer options to paratransit customers; and

WHEREAS, the demonstration project on Mobility on Demand was successful; and

WHEREAS, the number of passengers increased by 28%; and

WHEREAS, the cost per passenger decreased by 21%.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Eastern Contra Costa Transit Authority to adopt Resolution #190731A authorizing the CEO to enter into a five year agreement with three one-year options with Lyft, Uber, United Transportation to provide Mobility on Demand trips for an amount not to exceed \$700,000 each over the course of the five year agreement.

PASSED AND ADOPTED THIS 31st day of July 2019, by the following votes:

EASTERN CONTRA COSTA TRANSIT AUTHORITY

Robert Taylor, Chair

Jeanne Krieg, CEO

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

GENERAL SERVICES AGREEMENT

This General Services Agreement dated as of _____ by and between _____, a _____, located at _____ (“COMPANY ACRONYM OR NAME, IF SHORT”) and Eastern Contra Costa Transit Authority, a Joint Powers Agency, located at 801 Wilbur Ave., Antioch, CA 94509, (“ECCTA”).

In consideration of the mutual promises contained herein and the mutual benefits to be derived therefrom, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Background.** Company Name (“**Acronym**”) operates a Rideshare Program that allows customers to request rides from one location to another. These transportation services are provided by authorized drivers using their personal vehicles. [Acronym] and ECCTA agree to launch the Demonstration Project for ECCTA’s Paratransit Services in accordance with the terms of this General Services Agreement and as specified in Exhibit A.
2. **Activities.** The parties agree to perform the business activities as set forth on Exhibit A, attached hereto and incorporated herein, during the term set forth on Exhibit A. Except as expressly agreed to in Section 3 (and Exhibit A) of this Agreement, each party shall be responsible for its expenses and costs during its performance under this Agreement.
3. **Fees and Payment.** Fees to be paid by one party to the other party in connection with this Agreement, if any, shall be as set forth In Exhibit A. Fees due are payable in accordance with the payment schedule set forth in Exhibit A.
4. **Proprietary Rights.**
 - a. License to Use (Company Name’s) Marks. [Acronym] hereby grants to ECCTA a revocable, time-limited, royalty-free, non-exclusive, non-transferable, non-sublicensable right, and license to use all names, marks, and logos associated with [Acronym] (collectively, “Company Name Marks”) during the Term, solely in furtherance of ECCTA’s obligations in this Agreement. [Acronym] warrants and represents that it has (or has obtained from all appropriate rights holders) all necessary rights and authority to grant the license granted by it hereunder. ECCTA hereby covenants and agrees that the [Acronym] Marks shall remain the sole and exclusive property of [Acronym] and that ECCTA shall not hold itself out as having any ownership rights with respect thereto. Any and all goodwill associated with the [Acronym] Marks shall inure directly to the benefit of [Acronym]. ECCTA’s use of [Acronym] Marks must conform to [Acronym]’s

usage guidelines and instructions as [Acronym] may provide or update from time to time (and in no event shall the color, style, appearance, or relative dimensions of the [Acronym] Marks be altered or changed in any way).

- b. License to Use ECCTA Marks. ECCTA hereby grants to [Acronym] a revocable, time-limited, royalty-free, non-exclusive, non-transferable, non-sublicensable right and license to use all names, marks, and logos associated with ECCTA (collectively, "ECCTA Marks") during the Term, solely in furtherance of [Acronym]'s obligations in this Agreement. [Acronym]'s use of any of the ECCTA Marks shall be subject to ECCTA's prior written approval in each instance, which shall not be unreasonably withheld. ECCTA warrants and represents that it has (or has obtained from all appropriate rights holders) all necessary rights and authority to grant the license granted by it hereunder. [Acronym] hereby covenants and agrees that the ECCTA Marks shall remain the sole and exclusive property of ECCTA and that [Acronym] shall not hold itself out as having any ownership rights with respect thereto. Any and all goodwill associated with the ECCTA Marks shall inure directly to the benefit of ECCTA. [Acronym]'s use of ECCTA Marks must conform to ECCTA's usage guidelines and instructions as ECCTA may provide or update from time to time (and in no event shall the color, style, appearance, or relative dimensions of the ECCTA Marks be altered or changed in any way).

5. Confidential Information.

- a. Either party may disclose or make available to the other party, whether orally or in physical form, confidential or proprietary information concerning the Disclosing Party and/or its business, products, services, marketing, promotional, or technical information in connection with this Agreement, which shall include the terms and conditions of this Agreement (collectively, the "Confidential Information"). For purposes hereof, Confidential Information will not include information: (a) that was previously known to the Receiving Party without an obligation of confidentiality; (b) that the Receiving Party acquired from a third party that was not, to the Receiving Party's knowledge, under an obligation to not disclose such information; (c) that is, or becomes, publicly available through no fault of the Receiving Party; (d) that Disclosing Party gave written permission to Receiving Party for disclosure, but only with respect to such permitted disclosure; or (e) independently developed without use of the other party's Confidential Information.
- b. Requirements. Except as otherwise required by applicable law, including, but not limited to the California Public Records Act, each Receiving Party agrees that (a) it will use the Confidential Information of the Disclosing Party solely for the

purpose of this Agreement; and (b) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents on a need-to-know basis provided those employees or agents are bound by obligations of nondisclosure and limited use at least as strict as those contained herein. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information and materials of like kind, but in no event less than a reasonable standard of care. The Receiving Party is responsible for any breach of the confidentiality provisions of this Agreement by its employees or agents. In the event the Receiving Party receives: 1) a public records act request; 2) a subpoena; 3) other validly issued administrative or judicial process that demand the Confidential Information; or 4) is otherwise required by law to disclose Confidential Information, then the Receiving Party will give the Disclosing Party prompt written notice of such request prior to disclosure and shall make diligent efforts to limit disclosure pursuant to any available bases under applicable law. If the Receiving Party determines that it must disclose such information, then the Receiving Party will provide Disclosing Party advance notice of the proposed disclosure, so that the Disclosing Party may assert any available defenses to the disclosure. If Receiving Party is required to release Disclosing Party's Confidential Information, it nevertheless shall use any available authorities to redact personal or business confidential information from such records to the extent consistent with applicable law and the final judgment. Upon request by the Disclosing Party, the Receiving Party will return all copies of any Confidential Information to the Disclosing Party, if permitted by law or if it is not commercially infeasible for Receiving Party to do so. Confidential Information disclosed by the Disclosing Party to the Receiving Party will, at all times, remain the Disclosing Party's property. No license under any trade secrets, copyrights, or other rights is granted under this Agreement or by any disclosure of Confidential Information under this Agreement.

6. No Publicity. Except as may be expressly set forth in Exhibit A, neither party may issue a press release, post information online (including websites, social media channels, or blogs) or otherwise refer to the other party in any manner with respect to this Agreement, the Activities or otherwise, without the prior written consent of such other party.

7. Representations and Warranties; Disclaimer.

- a. Each party hereby represents and warrants that (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into,

any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement; (e) the content, media and other materials used or provided as part of the Activities shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

- b. EXCEPT AS SET FORTH HEREIN, AND TO THE FULLEST EXTENT OF THE LAW, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, REGARDING ITS SERVICES OR PRODUCTS OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. INCLUDING SPECIFICALLY, COMPANY NAME MAKES NO WARRANTIES CONCERNING THE COMPANY NAME APP, COMPANY NAME PLATFORM, COMPANY NAME CREDITS, CODES, OR OTHERWISE (“**COMPANY NAME MATERIALS**”). COMPANY NAME PROVIDES THE COMPANY NAME’S MATERIALS “AS-IS” AND WITHOUT WARRANTY. COMPANY NAME DOES NOT WARRANT THAT THE COMPANY NAME MATERIALS WILL MEET ECCTA’S REQUIREMENTS OR THAT THE OPERATION OF THE COMPANY NAME MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE. IN THE EVENT THAT A CODE OR COMPANY NAME CREDIT IS NONFUNCTIONAL, ECCTA’S SOLE REMEDY, AND COMPANY NAME’S SOLE LIABILITY SHALL BE THE REPLACEMENT OF SUCH CODE OR A COMPANY NAME CREDIT.

8. Ownership and Feedback. COMPANY NAME and its affiliates are, and shall remain, the owners of all right, title, and interest in and to the COMPANY NAME Materials, including any updates, enhancements, and new versions thereof, and all related documentation and materials provided or available to ECCTA or any User in connection with this Agreement. ECCTA acknowledges and agree that any questions, comments, suggestions, ideas, feedback, or other information about the Programs (“Feedback”) provided by ECCTA to COMPANY NAME are non-confidential and shall become the sole property of COMPANY NAME. COMPANY NAME shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to ECCTA or any User.

9. Indemnification.

a. Indemnification by ECCTA. ECCTA agrees to defend, indemnify, and hold harmless COMPANY NAME and its directors, officers, employees, subcontractors, and agents from and against all third-party claims, suits, causes of action, damages, costs (including reasonable and documented attorneys' fees), judgments, and other expenses arising out of or related to: (i) ECCTA's breach of this Agreement; (ii) ECCTA's violation of the Section 7 representations and warranties; (iii) any allegation that COMPANY NAME's use of ECCTA's Marks or intellectual property as permitted herein infringes or misappropriates the intellectual property rights of a third party, including without limitation patent, copyright, trademark or other proprietary or intellectual property rights of such third party; and (iv) ECCTA's violation of applicable law.

b. Indemnification by COMPANY NAME. COMPANY NAME agrees to defend, indemnify and hold harmless ECCTA and its directors, officers, employees, JPA members, subcontractors and agents from and against all third party claims, suits, causes of action, damages, costs (including reasonable and documented attorneys' fees), judgments, and other expenses arising out of or related to (i) COMPANY NAME's breach of this Agreement; (ii) COMPANY NAME's violation of Section 7 representations and warranties; (iii) any allegation that ECCTA's use of COMPANY NAME's Marks or intellectual property as permitted herein infringes or misappropriates the intellectual property rights of a third party, including without limitation patent, copyright, trademark or other proprietary or intellectual property rights of such third party; and (iv) COMPANY NAME's violation of applicable law.

c. Indemnification Procedure. A party's obligation to indemnify the other under this Section is subject to the indemnified party notifying the indemnifying party promptly in writing of any claim as to which indemnification will be sought and providing the indemnifying party reasonable cooperation in the defense and settlement thereof. In each case the indemnifying party will have the exclusive right to defend any such claim, and the indemnifying party may not settle or compromise such claim without the prior written consent of the indemnified party. An indemnified party may, at its sole cost and expense, participate in the defense of a claim with counsel of its own choosing.

10. LIMITS OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR EITHER PARTY'S BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CLAIM FOR ANY INDIRECT, WILLFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF GOODWILL, FOR LOSS OF BUSINESS PROFITS, OR

DAMAGES FOR LOSS OF BUSINESS, OR LOSS OR INACCURACY OF DATA OF ANY KIND, OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

11. Insurance. During the term of this Agreement, COMPANY NAME shall maintain in force during the term, at COMPANY NAME's own expense, at least the following insurance coverages:

- a. Workers' Compensation Insurance in accordance with state statutory laws, including Employers' Liability with minimum limits of \$1,000,000 for each accident.
- b. Commercial General Liability Insurance including, but not limited to, product and completed operations, personal and advertising injury, and contractual liability coverage with minimum limits of \$1,000,000 for each occurrence; \$2,000,000 General Aggregate.
- c. Commercial Auto Liability Insurance including a minimum combined single limit of \$1,000,000 for each accident and Uninsured/Underinsured motorist coverage with a minimum combined single limit of \$1,000,000.

All policies maintained shall be written as primary policies, not contributing with and not supplemental to coverage ECCTA may carry, and will contain a waiver of subrogation against ECCTA and its insurance carrier(s) with respect to all obligations assigned by COMPANY NAME under this agreement. The fact that COMPANY NAME has obtained the insurance required hereunder shall in no manner lessen or otherwise affect such COMPANY NAME's other obligations or liabilities set forth in this Agreement.

12. Termination.

- a. Termination Events. This Agreement may be terminated by either party by written notice to the other party in the event of a material breach by the other party of any material term or condition of the Agreement that remains uncured for thirty (30) days after receipt of the non-breaching-party's written notice thereof. Termination by either party for breach shall be in addition to any other remedies the nonbreaching party may have for such breach. Either party may terminate the Agreement immediately by written notice to the other party upon: (i) the other party becoming insolvent; (ii) the other party's initiation of any proceeding under Federal bankruptcy or state insolvency law regarding its own bankruptcy, reorganization, or insolvency; (iii) the initiation of any proceeding under Federal bankruptcy or state insolvency laws against the other party that is not dismissed

within sixty (60) days; (iv) the appointment of a receiver or a similar officer for the other party or for a substantial part of the other party's property; (v) the other party making an assignment for the benefit of creditors or otherwise being reorganized for the benefit of creditors; or (vi) any regulatory agency providing notice that the terms of this Agreement may jeopardize funding and/or constitute a violation of any funding requirements of the ECCTA.

b. Survival. The following shall survive this Agreement's expiration or termination: any outstanding payment obligations and Sections 3, 5, 7, 8, 9, 10, 11 (for the period specified), 12(a), and 13.

13. General.

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California without regard to its conflict of laws or provisions.

b. Compliance with Law. Each party shall comply in all respects with all applicable federal, state, and local requirements governing the duties, obligations, and business practices of each party. Each party shall obtain any permits or licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

c. Notice. Any and all notices permitted, or required to be given hereunder, shall be sent to the address first set forth above, or such other address as may be provided, and deemed duly given: (a) upon actual delivery, if delivery is by hand; or (b) by electronic mail. Additionally, the parties may agree in Exhibit A for the provision of certain notices by email to recipients indicated in Exhibit A. In the event a party gives notice by email, such notice must be followed with a written copy of the notice to the receiving party's legal department

d. Waiver, Modification. The failure of either party to enforce at any time, or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provisions or to exercise such option. Any modification or amendment to this Agreement shall be effective only if in writing and signed by both parties.

e. Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement (and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

f. Force Majeure. Any delay in, or failure by, either party in the performance of this Agreement shall be excused if, and to the extent, such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to: decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a **“Force Majeure Event”**). The affected party will promptly notify the other party upon becoming aware that any Force Majeure has occurred, or is likely to occur, and will use its best efforts to minimize any resulting delay in, or interference with, the performance of its obligations under this Agreement

g. No Assignment. This Agreement may not be assigned, in whole or in part, by one party without the prior written consent of the other party, provided that each party may assign this agreement to (a) an affiliate of such party; or (b) in connection with the sale of all, or substantially all, of such party’s equity, business, or assets. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and assigns.

h. Relationship of Parties. The parties shall be independent contractors in their performance under this Agreement and nothing contained in this Agreement shall be deemed to constitute either party as the employer, employee, agent, or representative of the other party, or both parties as joint ventures or ECCTA’s for any purpose.

i. Entire Agreement Amendment. This Agreement, and the exhibits attached hereto, contain the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating such subject matter hereof. This Agreement may be executed in one or more counterparts and by exchange of signed counterpart transmitted by facsimile, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument. The Agreement may only be amended or modified through a writing signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

COMPANY NAME.

ECCTA

By: _____

By: _____

Printed Name:

Printed Name: Jeanne Krieg

Title:

Title: Chief Executive Officer

EXHIBIT A ACTIVITIES

1. **Overview.**

The activities described herein shall begin and end in the ECCTA Service Area, as set forth in the map attached hereto as **Attachment 1 (“Program Map Area”)**.

2. **Term.**

Unless terminated earlier as provided herein, the term of this Agreement shall commence on the Effective Date and continue through December 31, 2024 (“Term”). If both parties agree, they can extend the Agreement terms for three separate, one-year extensions. Each one-year extension may be exercised within the remaining three months of an existing term. (For example, the first one-year extension could be exercised beginning September 30, 2024.)

3. **Obligations.**

- ECCTA will provide [COMPANY NAME] with customer names and addresses of qualified passengers for use with this Agreement, subject to the following restrictions:

Each trip shall have a credit value of up to \$16.00 per ride.

The customer will pay the first \$4.00 of the fare and ECCTA will pay the next \$16.00. Any amount over \$16.00 paid by ECCTA will be the sole responsibility of the customer.

ECCTA shall pay a loading fee of \$25.00 for each passenger who uses a mobility device during their trip.

Each passenger, and corresponding ride credits, will expire under the following conditions: (a) upon termination of this Agreement, pursuant to the provisions herein by either party or by the expiration of the agreement; or (b) by a mutually agreed upon time and date by both parties; or (c) when the passenger reaches 40 trips in a calendar month.

Other Code Restrictions:

- **[Geofence]** – [Each trip will be for travel limited by a geofence as outlined and detailed in **Attachment 1**. Trips must originate or end in Zone A identified as East and Far East in Attachment 1]
- **[Eligibility Based Program]** – [ECCTA will provide an eligibility list to (COMPANY NAME) on a monthly basis.]

4. Reporting.

- Each month, along with the invoice, (COMPANY NAME) will provide ECCTA with a report regarding the usage of the service. Each report shall include data fields, such as name, date, trip cost (per passenger), trip cost (for ECCTA), pick-up and drop-off locations, ambulatory or mobility device(s), average trip distance, and average trip time.

5. Budget.

The parties agree that the intention of this Agreement is to ensure ECCTA does not spend or incur a payment of more than \$700,000.00 associated with Trips ("**Budget**"), unless modified or amended in writing by both parties. COMPANY NAME shall implement reasonable procedures to cancel or suspend trips by COMPANY NAME within two (2) business days of reaching or surpassing the Budget.

6. Fees; Payment.

ECCTA agrees to pay for any usage of the trips, subject to the terms and conditions herein. When any amount of the ride fare is greater than the credit value of the trip, COMPANY NAME shall charge the user's personal payment amount as associated with the user's [COMPANY NAME] account.

Each month during the Term, COMPANY NAME will invoice ECCTA for the full dollar amount for all charges associated with rides requested by passengers for the preceding month. Payment is due within thirty (30) days of invoice date. All late payments shall bear interest at the lesser of one and one half percent (1.5%) per month or the maximum allowed by applicable law. Upon delivery or activation of the passenger list from ECCTA to COMPANY NAME, ECCTA is responsible for any and all activity relating to the trips. COMPANY NAME has the right to invoice Partner for any usage of trips, until the end of the term.

7. Contacts.

For COMPANY NAME:

Name:

Phone:

Email:

For Partner:

Name:

Phone: 925-754-6622

Email: