

# The County Connection

2477 Arnold Industrial Way

Concord, CA 94520-5326

(925) 676-7500

www.cccta.org

## **BOARD OF DIRECTORS MEETING AGENDA**

**Thursday, June 21, 2012  
9:00 a.m.**

**CCCTA Paratransit Facility Board Room  
2477 Arnold Industrial Way  
Concord, California**

The CCCTA Board of Directors may take action on each item on the agenda. The action may consist of the recommended action, a related action or no action. Staff recommendations are subject to action and/or change by the Board of Directors.

1. Call to Order/Pledge of Allegiance
2. Roll Call/Confirm Quorum
3. Public Communication
4. Public Hearing: CCCTA FY2013 Operating and Capital Budget
5. Consent Calendar
  - a. Approval of Minutes of Regular Meeting of May 17, 2012\*
  - b. Adoption of Gann Appropriations Spending Limitation for FY2013\*  
Resolution No. 2012-024\*
  - c. CCCTA Investment Policy Quarterly Reporting Requirement\*

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\*Enclosure

Clayton • Concord • Contra Costa County • Danville • Lafayette • Martinez  
Moraga • Orinda • Pleasant Hill • San Ramon • Walnut Creek

CENTRAL CONTRA COSTA TRANSIT AUTHORITY

- 6, Report of Chair
  - a. Appointment of Nominating Committee for Election of CCCTA Officers
7. Report of General Manager
  - a. Recognition of Gayle B. Uilkema as One of CCCTA's Founding Members and a Board Member Since March 24, 1980
  - b. Report on Meeting with U.S. Congressman Mike Thompson
  - c. Update on Federal and State Legislation
  - d. Recognition of Departing Employees
8. Report of Standing Committees
  - a. Administration and Finance Committee  
(Committee Chair: Director Dessayer)
    - (1) FY2013 Proposed Budget and FY2012 Estimated Actual\*  
Resolution No. 2012-025\*  
(The Resolution adopts the final FY2013 Operating and Capital Budget.)
    - (2) Adjustment to Non-Represented Employees Compensation\*  
Resolution No. 2012-026\*  
(The Resolution authorizes an FY2012-13 annual adjustment to Administrative staff salaries and establishes a management merit pool.)
    - (3) Approval of Resolution No. 2012-029 Declaring an Effective Date for a Compensation Adjustment for the General Manager for FY2012-13\*
  - b. Marketing, Planning and Legislative Committee  
(Committee Chair: Director Weir)
    - (1) Transit Access Improvement Study—Consultant Selection\*  
Resolution No. 2012-027\*  
(The Resolution authorizes award of contract for consulting services to TJKM Transportation Consultants for a Transit Access Improvement Study.)

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\*Enclosure

8. Report of Standing Committees (Continued)

c. Operations and Scheduling Committee  
(Committee Chair: Director Horn)

(1) LINK Paratransit Contract Extension\*  
Resolution No. 2012-028\*\*

(The Resolution authorizes an extension of the professional services Agreement for ADA paratransit service, BART ADA service, and Gael Rail shuttle service to First Transit, Inc.)

9. Report from the Advisory Committee

10. Board Communication

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 committee or staff for information, or requesting a report (on any matter) be made at another meeting.

11. Adjournment of Meeting in Memory of Gayle B. Uilkema

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\*Enclosure

\*\*To be distributed at the meeting

## General Information

**Public Comment:** Each person wishing to address the CCCTA Board of Directors is requested to complete a Speakers Card for submittal to the Clerk of the Board before the meeting convenes or the applicable agenda item is discussed. Persons who address the Board are also asked to furnish a copy of any written statement to the Clerk.

Persons who wish to speak on matters set for Public Hearings will be heard when the Chair calls for comments from the public. After individuals have spoken, the Public Hearing is closed and the matter is subject to discussion and action by the Board.

A period of thirty (30) minutes has been allocated for public comments concerning items of interest within the subject matter jurisdiction of the Board. Each individual will be allotted three minutes, which may be extended at the discretion of the Board Chair.

**Consent Items:** All matters listed under the Consent Calendar are considered by the Board to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Board Member or a member of the public prior to when the Board votes on the motion to adopt.

**Availability of Public Records:** All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body, will be available for public inspection at 2477 Arnold Industrial Way, Concord, California, at the same time that the public records are distributed or made available to the legislative body. The agenda and enclosures for this meeting are posted also on our website at [www.CCCTA.org](http://www.CCCTA.org).

**Accessible Public Meetings:** Upon request, CCCTA will provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. Please send a written request, including your name, mailing address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service so that it is received by CCCTA at least 48 hours before the meeting convenes. Requests should be sent to the Board Clerk, Janet Madrigal, at 2477 Arnold Industrial Way, Concord, CA 94520 or [madrigal@cccta.org](mailto:madrigal@cccta.org).

**Shuttle Service:** With 24-hour notice, a CCCTA LINK shuttle can be available at the North Concord BART station for individuals who want to attend the Board meetings. To arrange for the shuttle service, please call Robert Greenwood – 925/680 2072, no later than 24 hours prior to the start of the meeting.

## Currently Scheduled Board and Committee Meetings

Board of Directors:	Thursday, July 19, 9:00 a.m., CCCTA Board Room
Administration & Finance:	Wednesday, July 11, 9:00 a.m. 1676 N. California Blvd., S620, Walnut Creek
Advisory Committee:	Friday, July 13. 9:30 a.m., CCCTA Board Room
Marketing, Planning & Legislative:	The July meeting was cancelled
Operations & Scheduling:	Wednesday, July 11, 10:30 a.m., Walnut Creek City Hall

**The above meeting schedules are subject to change. Please check the CCCTA Website ([www.CCCTA.org](http://www.CCCTA.org)) or contact CCCTA staff at 925/676-1976 to verify date, time and location prior to attending a meeting.**

**This agenda is posted on CCCTA's Website ([www.CCCTA.org](http://www.CCCTA.org)) and at the CCCTA Administrative Offices, 2477 Arnold Industrial Way, Concord, California**

# The County Connection

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Concord, CA 94520-5326

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Agenda Item No. 5.a.

## CCCTA BOARD OF DIRECTORS

### MINUTES OF THE REGULAR MEETING

May 17, 2012

#### CALL TO ORDER/ROLL CALL/CONFIRM QUORUM

Vice Chair Horn called the meeting to order at 9:00 a.m. Board Members present were Directors Andersen, Dessayer, Hudson, Manning, Schroder and Alternate Member Mitchoff (representing Contra Costa County). Chair Worth and Directors Hoffmeister, Simmons and Weir were absent.

Staff: Ramacier, Chun, Bowron, Burdick, Casenave, Churchill, Hill, Madrigal, Mitchell, Muzzini and Perry

**PUBLIC COMMUNICATION:** There was no communication from the public.

#### CONSENT CALENDAR

**MOTION:** Director Dessayer moved approval of the Consent Calendar, consisting of the following items: (a) Approval of Minutes of Regular Meeting of April 19, 2012 and (b) Proposal for Financial Audit Services and Resolution No. 2012-023. Director Manning seconded the motion and it received the following vote of approval.

**Aye:** Directors Andersen, Dessayer, Horn, Hudson, Manning, Mitchoff and Schroder

**No:** None

**Abstain:** None

**Absent:** Directors Hoffmeister, Simmons, Weir and Worth

#### REPORT OF CHAIR

Vice Chair Horn announced Chair Worth is attending a budget workshop in Orinda this morning.

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Moraga • Orinda • Pleasant Hill • San Ramon • Walnut Creek

## **REPORT OF GENERAL MANAGER**

### ***Update on Federal and State Legislation***

Rick Ramacier, General Manager, reported that the U.S. House of Representatives adopted a ninety-day continuing resolution for extension of the transportation authorization bill. There is a combined committee of representatives from the Senate and House that is working on a reauthorization bill, which they want to accomplish by the end of June for both houses to consider.

At the state level, the Governor's budget in his May revise does not directly touch transit. However, the Governor acknowledges that sales tax receipts on diesel fuel will be less than projected for FY2012. If this projection holds true, MTC may adjust, retrospectively, the amount of STA funds allocated to the operators. As more information becomes available, staff will work with the A&F Committee to adjust the budget accordingly.

Mr. Ramacier and the Board also discussed pending legislation. One bill would create the Bay Area Regional Commission (BARC) to include ABAG, BAAQMD, MTC and other agencies. Director Hudson pointed out this legislation would give all transportation money to BARC that now goes to MTC and it would make decisions for allocation of those funds. BARC will set up a citizen's advisory committee and take advice from it as well as the regional entities. There would be fifteen individuals on the Commission who would not have term limits or residence requirements. Director Mitchoff felt that the bill is not in the best interest of Contra Costa County residents, which has been communicated to its author, Senator Mark DeSaulnier. Directors Hudson and Mitchoff oppose the bill as now written.

Mr. Ramacier advised that the California Transit Association (CTA) sponsored a bill in the Legislature. The bill attempts to deal with the possibility that the weight limits for transit buses in California are outdated and too low based on additional equipment required for CNG fueled buses. He stated that it was not a possible solution for the bus manufacturers to make a lighter bus to accommodate this equipment. Scott Mitchell, Director of Maintenance, stated that the weight limit is 32,000 pounds for a bus without passengers. A CNG fueled bus weighs about 3,000 pounds more than the weight limit.

### ***Update on MTC's Sustainability Project***

Mr. Ramacier advised that the Metropolitan Transportation Commission (MTC) is due to adopt the final recommendations on the Transit Sustainability Project (TSP). The staff report is not yet available but the Select Committee seems to focus on the cost side for the seven largest agencies by requiring them to reduce their costs by another 5 percent over a period of time. As the eighth largest operator, CCCTA is not part of the program. He discussed the potential use of funds that could be designated to reward or penalize the largest operators based on their cost-control measures to meet the financial requirements. The source of these funds may be a subset of the 5307 federal formula funds that CCCTA uses to purchase transit revenue vehicles. This proposal could reduce the share of flexible set-aside funds that all twenty-seven operators receive on a formula basis.

CCCTA staff is also watching the service, institutional and paratransit areas of the TSP where there will be a series of recommendations that may apply to us. For example, the suburban operators may be asked to work toward the same fare structure as a precursor to being a part of Clipper. The operators may be required to do more paratransit coordination, such as using a regional eligibility system where eligibility determinations are made by a central clearinghouse. In

addition, it is anticipated that MTC will set aside certain funds from any new revenue source that would require operators to increase ridership to receive those funds.

***One Bay Area Grant "OBAG" and Public Transit:*** There was no report.

### ***Potential Late Night/Early Morning BART Bus Service***

Mr. Ramacier reported that BART is interested in extending service on Friday and Saturday evenings from midnight until 2:00 a.m. the following day using bus service provided by CCCTA and AC Transit. CCCTA would make four trips from the Civic Center station in San Francisco, stopping at a limited number of stations, including Rockridge and Walnut Creek, and ending at Bay Point. CCCTA provided a cost proposal that was acceptable to BART. When a formal proposal is received from BART, he will bring it to the Board for their consideration.

## **REPORT OF STANDING COMMITTEES**

### ***Administration and Finance Committee***

#### **FY2013 Draft Budget and FY2012 Estimated Actual**

Director Dessayer stated that the A&F Committee reviewed the FY2013 draft budget several times and there are no major changes after it was reviewed by the Board last month. A potential loss of \$330,000 in STA funds will affect the budget but he recommends continuing as is. Vice Chair Horn inquired about the PERS investment rate of return. Kathy Casenave, Director of Finance, advised PERS provided some different estimates of investment rates of return for future financial planning purposes. She used the lowest rate of return in her projections for the out years. Any necessary adjustments in STA funds will be incorporated into the budget for the Board's consideration next month. This was an informational item and no action was taken.

### ***Marketing, Planning and Legislative Committee***

#### **FY2013 Draft Marketing Plan**

Director Manning indicated that the MP&L Committee has been studying the FY2013 Draft Marketing Plan for two months and recommends adoption. One of the positive aspects is the focus on the Bus Tracker feature because it will let riders know when the bus will arrive.

Mary Burdick, Manager of Marketing, reviewed a summary of the Plan. She described our service area, partnerships, passenger profiles, marketing objectives, target markets, marketing focus, customer service, community outreach, and the promotions budget. The focus of some of the promotions will be expanding our market base by targeting nonriders. Effort will be placed on promoting the Bus Tracker system before and after implementation. Benefits of this program include providing real-time information of arrival times for riders and customer service personnel, viewing bus stop locations on a map on a computer or smart phone, and receiving email alerts when a bus is approaching a desired stop. Promotional materials for pre-implementation of Bus Tracker are taking place now. Upon implementation, the Bus Tracker software and an instructional video can be accessed through the CCCTA website. Bus Tracker and other promotional materials will include interior and exterior bus advertisements, newspaper and radio advertising, and informational items for distribution at BART stations, city offices, businesses and schools, a direct mail booklet, and recruitment of some passengers for future testimonial ads.

Continuing with her report, Ms. Burdick advised changes and updates to the CCCTA website are made easily and timely by in-house staff. The Trip Planning feature added last year to the website includes access to bus stop locations and it will be more broadly promoted with Bus Tracker. The use of the website has increased about 25 percent and continued growth is expected. For community outreach, staff will continue to participate in business expos and employer sponsored transportation and commuter health fairs. The total marketing budget represents about .65 percent of the operating fixed-route budget. A large portion of the marketing budget will be allocated to the Bus Tracker system as an opportunity for increasing ridership.

**MOTION:** Director Hudson moved adoption of the FY2013 Draft Marketing Plan. The motion was seconded by Director Schroder and it received the following vote of support.

Aye: Directors Andersen, Dessayer, Horn, Hudson, Manning, Mitchoff and Schroder  
No: None  
Abstain: None  
Absent: Directors Hoffmeister, Simmons, Weir and Worth

**REPORT FROM THE ADVISORY COMMITTEE:** There was no report.

**BOARD COMMUNICATION:** There was no further communication from the Board.

#### **CLOSED SESSION**

##### ***Consultation with Labor Negotiator, Pursuant to Government Code Section 54957.6***

At 10:00 a.m., Vice Chair Horn announced the Board would adjourn to closed session to consult with its Labor Negotiator, Pat Glenn, Esq., pursuant to Government Code Section 54957.6 to discuss labor negotiation strategies with the represented and nonrepresented employees: ATU Local 1605 AFL-CIO Bus Operators, Teamsters Union Local 856 AFL-CIO Transit Supervisors, Automotive Machinists Lodge No. 1173 Maintenance Employees, and Administrative Employees.

#### **OPEN SESSION**

##### ***Report on Action(s) Taken During the Closed Session***

At 10:33 a.m. the Board reconvened in open session. Vice Chair Horn announced the Board met in closed session to consult with its Labor Negotiator, Pat Glenn, Esq., pursuant to Government Code Section 54957.6. Direction was provided by the Board; no action was taken.

**ADJOURNMENT:** Vice Chair Horn adjourned the regular Board meeting at 10:35 a.m.

Minutes prepared by

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Janet Madrigal, Clerk to the Board

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Date



To: Board of Directors

Date: May 30, 2012

From: Kathy Casenave, Director of Finance

Reviewed by:

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**SUBJECT: Adoption of Gann Appropriations Spending Limitation for FY 2013**

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### Summary of Issues:

By State law, the CCCTA Board of Directors must adopt an appropriations limitation prior to adoption of its annual fiscal budget. The calculated FY 2013 legal spending limit for CCCTA is \$57,109,055.

Pursuant to California Constitution Article XIII (B) (Proposition 4), public entities are required to conform to budgetary guidelines set forth in the Gann Initiative. The purpose of Article XIII (B) is to constrain fiscal growth in government by limiting the proceeds of taxes that may be appropriated each year. Each year's limit may be adjusted for increase in cost of living (*California per capita income*) and population. For special districts, if the district is located entirely within one county, the *county's population* change factor is to be used. That is the case with CCCTA. The limit may also be changed in the event of a transfer of fiscal responsibility.

The California Department of Finance is mandated to provide the requisite price and population change data for local jurisdictions to calculate their appropriations limit.

The appropriations spending limit is calculated using the following formula:

1. Population percentage change x price increase/decrease factor=ratio of change
2. Ratio of change x 2011-12 spending limit = 2012-13 spending limit.

Based on the above formula, the appropriations spending limit is calculated as follows:

1. Population percentage change x price increase/decrease factor=ratio of change

$$1.0083 \times 1.0377 = 1.0463$$

2. Ratio of change x 2011-2012 spending limit =2012-2013 spending limit:

$$1.0463 \times \$54,581,913 = \$57,109,055$$

Based on the above calculations, the Gann appropriations spending limit for FY 2012-2013 is \$57,109,055. The actual CCCTA non-federal appropriations budget for FY 2012-2013 is \$31,390,337 (Exhibit A), which is \$25,718,718 below the spending limitation.

### Recommendation:

The Administration & Finance Committee recommends that the Board of Directors adopt the Gann appropriations spending limitation of \$57,109,055 for FY 2012-13.

**COMPUTATION OF GANN APPROPRIATIONS SPENDING LIMIT for FY 2013**

Contra Costa County change in population			0.83
Converted to a ratio	1.0083		
Percentage change in per capita personal income			3.77
Converted to a ratio	1.0377		

Source: California Department of Finance

Ratio of change:			
	1.0083	x	1.0377 =
			1.0463

FY 2012 spending limit	\$54,581,913
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FY 2013 spending limit	\$57,109,055
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FY 2013 operating budget	\$32,679,423
Less expenses paid by federal monies	<u>-\$3,170,056</u>
	\$29,509,367

FY 2013 capital budget	\$6,465,753
Less expenses paid by federal monies	<u>-\$4,584,783</u>
	\$1,880,970

Operating and capital appropriation	<u>\$31,390,337</u>
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Underlimit	<u><u>\$25,718,718</u></u>
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**RESOLUTION NO. 2012-024**

**BOARD OF DIRECTORS  
CENTRAL CONTRA COSTA TRANSIT AUTHORITY  
STATE OF CALIFORNIA**

\* \* \*

**ADOPTS A CCCTA APPROPRIATIONS LIMIT FOR FISCAL YEAR 2012-13**

WHEREAS, the County of Contra Costa and the Cities of Clayton, Concord, the Town of Danville, Lafayette, Martinez, the Town of Moraga, Orinda, Pleasant Hill, San Ramon and Walnut Creek (hereinafter "Member Jurisdictions") have formed the Central Contra Costa Transit Authority ("CCCTA"), a joint exercise of powers agency created under California Government Code Section 6500 *et seq.*, for the joint exercise of certain powers to provide coordinated and integrated public transportation services within the area of its Member Jurisdictions; and

WHEREAS, Government Code Section 7910 requires the CCCTA to adopt an appropriations limit for each fiscal year; and

WHEREAS, Government Code Section 7910 requires that, fifteen (15) days prior to adoption of the CCCTA appropriations limit, documentation used in determination of the limit shall be available to the public; and

WHEREAS, CCCTA staff has prepared the appropriations limit documentation (attached hereto and marked Exhibit A) which has been made available to the public for review more than fifteen (15) days prior to the date this resolution was scheduled for consideration by the Board;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the CCCTA Board of Directors that pursuant to Article XIII B of the California State Constitution and SB 1352 (1980 Stats.), the appropriations limit for the Central Contra Costa Transit Authority shall be \$57,109,055, which shall be applicable to fiscal year 2012-13 as set forth in the attached appropriations limit documentation.

Regularly passed and adopted this 21st day of June, 2012 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Amy R. Worth, Chair, Board of Directors

ATTEST:

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Janet Madrigal, Clerk to the Board

**TO:** Board of Directors

**DATE:** May 7, 2012

**FROM:** Rick Ramacier  
General Manager

**SUBJECT:** CCCTA Investment Policy – Quarterly Reporting Requirement

Attached please find CCCTA's Quarterly Investment Policy Reporting Statement for the quarter ending March 31, 2012.

This certifies that the portfolio complies with the CCCTA Investment Policy and that CCCTA has the ability to meet the pool's expenditure requirements (cash flow) for the next six (6) months.

# CCCTA

## BANK CASH AND INVESTMENT ACCOUNTS (ROUNDED OFF TO NEAREST \$)

FINANCIAL INST	ACCT #	TYPE	PURPOSE	PER BANK DEC 2011	PER BANK MARCH 2012	PER BOOK MARCH 2012
<b>FIXED ROUTE</b>						
First Republic Bank	1106171	<b>CHECKING</b>	A/P General Account-Fixed Route	\$ 204,780	\$ (8,043)	\$ (7,393)
First Republic Bank	1106198	<b>CHECKING</b>	PAYROLL	\$ 42,999	\$ 27,601	\$ 27,601
First Republic Bank	1015001	<b>CHECKING</b>	CAPITAL PURCHASES	\$ 68,210	\$ 377,967	\$ 377,967
First Republic Bank	32431003958	<b>CHECKING</b>	WORKER'S COMP-CORVEL	\$ 52,784	\$ 25,020	\$ 25,020
First Republic Bank	1106228	<b>CHECKING</b>	PASS SALES	\$ 90,638	\$ 57,059	\$ 57,059
First Republic Bank	800-0035-2386	<b>Money Market</b>	Prop-2B Safety & Security#2(2386)	\$ 117,254	\$ 117,284	\$ 117,284
First Republic Bank	800-0066-1158	<b>Money Market</b>	Prop-2B Safety & Security#3(1158)	\$ 117,073	\$ 117,102	\$ 117,102
PAYPAL	27SAXUUFL9732	<b>CHECKING</b>	PAYPAL-PASS SALES	\$ 2,345	\$ 1,793	\$ 1,793
<b>TOTAL</b>				<b>\$ 696,084</b>	<b>\$ 715,783</b>	<b>\$ 716,432</b>
<b>PARATRANSIT</b>						
First Republic Bank	1049584	<b>CHECKING</b>	CAPITAL PURCHASES	\$ 3,519	\$ 3,519	\$ 3,519
First Republic Bank	1106244	<b>CHECKING</b>	A/P General Account-Paratransit	\$ 431,122	\$ 67,726	\$ 67,037
<b>TOTAL</b>				<b>\$ 434,641</b>	<b>\$ 71,245</b>	<b>\$ 70,556</b>
<b>LAIF POOL</b>						
LAIF ACCOUNT	4007001	<b>INT-INVEST</b>	OPERATING FUNDS	\$ 1,875,319	\$ 1,367,301	\$ 1,367,301
LAIF ACCOUNT		<b>INT-INVEST</b>	Fixed Route Bus Purchase	\$ 345,518	\$ 345,833	\$ 345,833
LAIF ACCOUNT		<b>INT-INVEST</b>	Pacheco Transit Center	\$ 772,337	\$ 723,042	\$ 723,042
LAIF ACCOUNT		<b>INT-INVEST</b>	Rolling Stock-1011 PTMISEA	\$ 1,098,757	\$ 1,099,513	\$ 1,099,513
LAIF ACCOUNT		<b>INT-INVEST</b>	Martinez Stop Project	\$ 67,273	\$ 67,338	\$ 67,338
LAIF ACCOUNT		<b>INT-INVEST</b>	SAFE HARBOR LEASE RESERVE	\$ 1,429,292	\$ 1,430,664	\$ 1,430,664
<b>TOTAL</b>				<b>\$ 5,588,496</b>	<b>\$ 5,033,691</b>	<b>\$ 5,033,691</b>
<b>CCCTA EMPLOYEE</b>						
First Republic Bank	1402153	<b>INT CHECK</b>	EMPLOYEE FITNESS FUND	\$ 9,017	\$ 8,151	\$ 8,151
<b>TOTAL</b>				<b>\$ 9,017</b>	<b>\$ 8,151</b>	<b>\$ 8,151</b>
<b>GRAND TOTAL</b>				<b>\$ 6,728,238</b>	<b>\$ 5,828,870</b>	<b>\$ 5,828,830</b>

6/11/2012 11:05

jc

This is to certify that the portfolio above complies with the CCCTA Investment Policy and that CCCTA has the ability to meet its expenditures( cash flow) for the next six months.

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Rick Ramacier  
General Manger

June 12, 2012

**TO: BOARD OF DIRECTORS**

**FROM: KATHY CASENAVE, DIRECTOR OF FINANCE      REVIEWED:**

**SUBJECT: FY 2013 PROPOSED BUDGET AND FY 2012 ESTIMATED ACTUAL**

**FY 2013 Proposed Budget & FY 2012 Estimated Actual**

The FY 2013 proposed operating budget totals \$32,679,423. Of this, fixed route is \$26,781,272 and Paratransit is \$5,398,151. The budget also includes a contingency line item of \$500,000. The only major change in this budget versus the draft presented in May is a decrease in STA revenue due to the Governor’s May budget revision. This is a CCCTA staff estimate; a new estimate by MTC has not yet been published.

- Fixed route expenses for FY 2013 are projected to be \$1,488,820 (5.9%) more than the estimated actual for FY 2012.
- Paratransit expenses are projected to be \$102,153 (1.9%) more than the estimated actual for FY 2012.

The FY 2012 operating budget is \$32,544,296 which included a contingency line item of \$550,000. The actual operating expenses are projected to be under budget. There is no change from the estimated actual expenses reported in the May draft.

- Fixed route expenses, including the contingency, for FY 2012 are estimated to be \$1,657,445 (6.2%) less than the budget.
- Paratransit expenses for FY 2012 are estimated to be \$298,401 (5.3%) less than the budget.

**The Key Assumptions Used for FY 2013 Budget & Ten-Year Draft Financial Forecast and TDA Reserve-**

**Operating Revenues- *The \* denotes a change from the May draft***

<p>Passenger Fares</p>	<p>FY 2012 Fixed route fares are projected to be 3.4% more than budgeted based on ytd actuals. Paratransit passenger fares for FY 2012 are projected to be 4.8% more than budgeted. The fares for FY 2013 are estimated to grow by 2%.</p>
<p>Special Fares</p>	<p>FY 2012 special fares are expected to be \$80,651 more than projected due to contracts with ITT Tech, Cal State, and an increase in Bishop Ranch revenue. FY 2013 projected revenue is estimated to be 1.7% more than FY 2012.</p>

	FTA Preventive Maintenance	Preventive Maintenance will be \$1,082,792 less than projected for FY 2012 because certain maintenance costs that qualify for 80% reimbursement will be less. This amount will be carried over to FY 2013. The remaining preventive maintenance revenue that was converted from the FY 2011 bus purchase allocation will be used in FY 2013.
*	STA	The FY 2013 revenue has been reduced by \$233k for Fixed route and \$88K for Paratransit from the May draft. The Governor's May budget revision calls for about a 9.6% reduction in STA. MTC has not yet revised the estimates for each operator; the above reductions are based on CCCTA's staff estimate. The FY 2013 STA includes carryovers from FY 2012.
	Measure J	The Measure J revenue for FY 2013 is significantly higher- 12.5% for Fixed route and 22% for Paratransit based on CCTA projections.
*	TDA 4.0 & 4.5	FY 2013 fixed route TDA revenue earned has been increased by \$233k and Paratransit by \$88k due to the projected decrease in STA revenue.

### Operating Expenses-

The forecast assumes no increase or decrease in fixed route hours.

	Total Operating Expenses	Fixed route operating expenses for FY 2013 are budgeted to be \$1.5 million more than FY 2012 estimated actual. Most of the increase is due to diesel fuel, \$687k; wages and benefits, \$374k, and services, \$163k. Paratransit operating expenses for FY 2013 are budgeted to be \$102k more than estimated actual in the event that the vacant Paratransit Manager's position is filled.
	PERS pension expense	PERS employer rate for FY 2013 is 5.219%; for FY 2014-FY 2017 the rates are estimated to be 5.5%, 5.9%, 6.8% & 8.3%, based on an investment rate of return is 2.93% ( <i>what if scenario, PERS actuarial report of Oct 2011</i> ). The 8.3% is used from then on.
	Retiree Medical expense	Retiree medical expense of \$345,000 has been included in all years. This is based on the most current actuarial report.

**Key Assumptions for the Ten Year Forecast-(The \* denotes a change from the Mayl draft)**

	Passenger Fares	Passenger fares are increased 2% annually for Fixed route and 3% for Paratransit. Fares increases are projected for FY 2014 and 2018.
	STA revenue	STA revenue for FY 2013 includes a carryover of FY 2012 unclaimed. The FY 2014 revenue is less than FY 2013 because of the carryover. The growth rate for the out years is 2.5%.
	Measure J	The growth rates used in the forecast are based on the Contra Costa Transportation Authority's revised Measure J Strategic Plan published in July 2011 are used- 3.02% for FY 2013-FY 2015 and 4.03% in FY 2016-FY 2019 & 4.54% FY 2020-2021.
	TDA Revenue	<p>The latest TDA 4.0 revenue projections from the County Auditor-Controller's office have been positive. The FY 2012 projection has been increased from \$12,826,590 to \$13,704,703, a 4.89% increase over FY 2011 actual.</p> <p>For FY 2013, the projection is \$14,290,173, a 4.27% increase. The Auditor-Controller usually is conservative in projecting TDA revenue; during the last several years the actual revenue has been more than the estimate.</p> <p>TDA in the out years is projected to grow at the same rate as Measure J.</p>

	Operating Expenses	An overall growth rate of between 2%- to 3.2% has been used for fixed route operating expenses, with most years at 2.7%. The growth rate for Paratransit expenses is 3% for all years.
	Retiree Medical expense	Retiree medical expense of \$345,000 has been included in all years. This is based on the most current actuarial report.
	PERS Expenses	PERS employer rate for FY 2014-FY 2017 are estimated to be 5.5%, 5.9%, 6.8% & 8.3%, based on an investment rate of return is 2.93% ( <i>what if scenario, PERS actuarial report of Oct 2011</i> ). The 8.3% ER rate is used from then on.
*	Capital Expenses/Revenue	<p>Funding shortfalls in the capital program have been eliminated. If bridge toll/state bond funds are not available, TDA revenue will be used.</p> <p>Prior year funding carried over has freed up \$603k in TDA revenue, compared to the May draft.</p>



**TDA Reserve-**

The TDA reserve is projected to be positive throughout the 10 year forecast, although the reserve is less in the out years and is about one month's operating expenses in FY 2019 and FY 2020.

The capital revenue shortfall has been eliminated by using TDA for capital projects when no other funding is anticipated.

**ACTION REQUESTED:**

The A&F Committee recommends that the Board of Directors adopt the FY 2013 Operating and Capital Budget.

# Operating and Capital Budget

Fiscal Year 2013



**CENTRAL CONTRA COSTA TRANSIT AUTHORITY**

Concord, California

May 30, 2012

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY**  
**FY 2013 Budget**  
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**CENTRAL CONTRA COSTA TRANSIT AUTHORITY**  
**FY 2013 BUDGET SUMMARY**

	EST/ACTUAL FY 2012	APPROVED BUDGET FY 2012	% VARIANCE	PROPOSED BUDGET FY 2013	FY 2013 BUD OVER/(UNDER) EST ACT
Operations					
Fixed Route	\$ 25,279,298	\$ 26,926,897	-6.1%	\$ 27,281,272	7.9%
Paratransit	\$ 5,295,998	\$ 5,594,399	-5.3%	\$ 5,398,151	1.9%
Subtotal	\$ 30,575,296	\$ 32,521,296	-6.0%	\$ 32,679,423	6.9%
Capital					
Fixed Route	\$ 11,630,032	\$ 11,630,032	0.0%	\$ 5,489,353	-52.8%
Paratransit	\$ 712,000	\$ 712,000	0.0%	\$ 976,400	100.0%
Subtotal	\$ 12,342,032	\$ 12,342,032	0.0%	\$ 6,465,753	-47.6%
<b>Grand Total</b>	<b>\$ 42,917,328</b>	<b>\$ 44,863,328</b>	<b>-4.3%</b>	<b>\$ 39,145,176</b>	<b>-8.8%</b>

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY  
FY 2013 BUDGET- OPERATING EXPENDITURES**

Category	ACTUAL FY 2011	EST/ACT FY 2012	APPROVED BUDGET FY 2012	EST/ACT over(under) Budget Amount +/-) % +/-)		PROPOSED BUDGET FY 2013	FY2013 vs 2012 EstActual Amount +/-) % +/-)	
<b>Fixed Route</b>								
Wages	11,806,241	11,709,962	11,945,915	(235,953)	-2.0%	11,880,381	170,419	1.5%
Fringe benefits	6,666,016	7,327,389	7,473,435	(146,046)	-2.0%	7,544,481	217,092	3.0%
Total Wages and benefits	18,472,257	19,037,351	19,419,350	(381,999)	-2.0%	19,424,862	387,511	2.0%
Services	1,563,554	1,872,522	1,968,200	(95,678)	-4.9%	2,035,540	163,018	8.7%
Materials and supplies	2,967,674	3,224,519	3,864,480	(639,961)	-16.6%	4,050,370	825,851	25.6%
Utilities	227,846	267,979	273,000	(5,021)	-1.8%	327,500	59,521	22.2%
Casualty and liability	385,278	356,316	379,367	(23,051)	-6.1%	360,300	3,984	1.1%
Taxes	306,307	308,662	264,000	44,662	16.9%	376,000	67,338	21.8%
Leases and rentals	37,396	40,000	38,000	2,000	5.3%	40,500	500	1.3%
Miscellaneous	135,904	126,950	123,250	3,700	3.0%	119,850	(7,100)	-5.6%
Purchased transportation	42,287	45,000	47,250	(2,250)	-4.8%	46,350	1,350	3.0%
Total Other Expenses	5,666,246	6,241,948	6,957,547	(715,599)	-10.3%	7,356,410	1,114,462	17.9%
Subtotal	24,138,503	25,279,298	26,376,897	(1,097,598)	-4.2%	26,781,272	1,501,973	5.9%
Contingency			550,000	(550,000)	-100.0%	500,000	500,000	
Subtotal	24,138,503	25,279,298	26,926,897	(1,647,598)	-6.1%	27,281,272	2,001,974	7.9%
<b>Paratransit</b>								
Wages	97,913	84,736	84,222	514	0.6%	160,552	75,815	89.5%
Fringe benefits	44,880	41,443	44,046	(2,603)	-5.9%	66,687	25,244	60.9%
Total Wages and benefits	142,793	126,179	128,268	(2,089)	-1.6%	227,238	101,059	80.1%
Services	12,192	24,179	27,030	(2,851)	-10.5%	24,703	524	2.2%
Materials and supplies	6,304	2,850	2,850	0	0.0%	2,900	50	1.8%
Utilities	18,620	20,300	22,440	(2,140)	-9.5%	20,800	500	2.5%
Taxes	591	590	510	80	15.7%	600	10	1.7%
Miscellaneous	94	900	1,122	(222)	-19.8%	910	10	1.1%
Purchased transportation	4,996,419	5,121,000	5,412,179	(291,179)	-5.4%	5,121,000	0	0.0%
Total Other Expenses	5,034,220	5,169,819	5,466,131	(296,312)	-5.4%	5,170,913	1,094	0.0%
Subtotal	5,177,013	5,295,998	5,594,399	(298,401)	-5.3%	5,398,151	102,153	1.9%
<b>Total</b>	<b>\$ 29,315,516</b>	<b>\$ 30,575,296</b>	<b>\$ 32,521,296</b>	<b>\$ (1,945,999)</b>	<b>-6.0%</b>	<b>\$ 32,679,423</b>	<b>\$ 2,104,127</b>	<b>6.9%</b>

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY  
FY 2013 BUDGET- OPERATING REVENUES**

Category	ACTUAL FY 2011	EST/ACT FY 2012	APPROVED BUDGET FY 2012	EST/ACT over(under) Budget Amount +/-	% +/-	PROPOSED BUDGET FY 2013	FY2013 vs 2012 EstActual Amount +/-	% +/-
Fixed Route								
Fare revenue	3,346,122	3,479,967	3,366,829	113,138	3.4%	3,549,566	69,599	2.0%
Special service revenue	824,631	871,714	791,063	80,651	10.2%	886,414	14,700	1.7%
Advertising revenue	504,238	532,096	530,000	2,096	0.4%	552,096	20,000	3.8%
Non-Operating rev	145,972	120,000	148,500	(28,500)	-19.2%	120,000	-	0.0%
FTA Section 5303	-	30,000		30,000		30,000	-	
FTA Preventive Maintenance	2,460,088	3,175,000	4,257,792	(1,082,792)	-25.4%	2,453,884	(721,116)	-22.7%
Federal Stimulus	810,678			-			-	
STA Augmentation Fund	770,457			-			-	
STA Pop	2,217,514	1,852,940	2,308,112	(455,172)	-19.7%	3,570,068	1,717,128	92.7%
TDA 4.0	8,163,880	10,590,257	10,566,010	24,247	0.2%	10,547,734	(42,523)	-0.4%
Measure J	3,245,313	3,384,871	3,384,871	-	0.0%	3,808,297	423,426	12.5%
BART Express Funds	616,358	556,311	556,311	-	0.0%	603,978	47,667	8.6%
Dougherty Valley revenue	183,000	166,268	225,000	(58,732)	-26.1%	225,000	58,732	35.3%
Other Local Grants	26,370	20,000	20,000	-	0.0%	20,000	-	0.0%
RM 2/Other- Express	559,430	145,339	145,339	-	0.0%	145,339	-	0.0%
Lifeline-CCTA (STA/JARC)	381,113	354,535	650,070	(295,535)	-45.5%	768,896	414,361	116.9%
Subtotal	24,255,164	25,279,298	26,949,897	(1,670,599)	-6.2%	27,281,272	2,001,974	7.9%
Paratransit								
Fare revenue	546,440	601,084	573,594	27,490	4.8%	613,106	12,022	2.0%
Advertising revenue	714			-			-	
Non-Operating revenue	696	300	300	-	0.0%	300	-	0.0%
FTA Section 5307	732,526	672,718	761,827	(89,109)	-11.7%	686,172	13,454	2.0%
TDA 4.5	464,173	655,865	655,865	-	0.0%	638,144	(17,721)	-2.7%
TDA 4.0	1,366,654	1,513,468	1,589,910	(76,442)	-4.8%	1,008,296	(505,172)	-33.4%
Measure J	922,472	959,374	959,374	-	0.0%	1,170,022	210,648	22.0%
STA Paratransit & Rev based	954,815	703,189	883,529	(180,340)	-20.4%	1,089,261	386,072	54.9%
BART ADA Service/Other	188,524	190,000	170,000	20,000	11.8%	192,850	2,850	1.5%
Subtotal	5,177,014	5,295,998	5,594,399	(298,401)	-5.8%	5,398,151	102,153	1.9%
<b>Total</b>	<b>\$ 29,432,178</b>	<b>\$ 30,575,296</b>	<b>32,544,296</b>	<b>\$ (1,969,000)</b>	<b>-6.2%</b>	<b>\$ 32,679,423</b>	<b>\$ 2,104,127</b>	<b>6.9%</b>

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY**  
**FY 2013 Revenue Source Utilization**

	Anticipated Revenue	Anticipated Utilization	Difference
<b>Fixed Route</b>			
Fare revenue	\$ 3,549,566	\$ 3,549,566	0
Special service revenue	886,414	886,414	0
Advertising Revenue	552,096	552,096	0
Non-Operating revenue	120,000	120,000	0
FTA Section 5303	30,000	30,000	0
FTA Preventive Maintenance	2,453,884	2,453,884	0
STA Pop	3,570,068	\$ 3,570,068	0
TDA 4.0	14,290,173	10,547,734	3,742,439
Measure J	3,808,297	3,808,297	0
BART Express Funds	603,978	603,978	0
Dougherty Valley grants	225,000	225,000	0
Other Local Grants	20,000	20,000	0
RM2- Express	145,339	145,339	0
Lifeline-CCTA	768,896	768,896	0
<b>Total Fixed Route Operating Revenue</b>	<b>\$ 31,023,711</b>	<b>\$ 27,281,272</b>	<b>\$ 3,742,439</b>
<b>Paratransit</b>			
Fare revenue	\$ 613,106	\$ 613,106	0
Advertising Revenue	-	-	0
Non-operating revenue	300	\$ 300	0
FTA Section 5307	686,172	\$ 686,172	0
TDA 4.5	638,144	\$ 638,144	0
TDA 4.0	-	\$ 1,008,296	(1,008,296)
Measure J	1,170,022	\$ 1,170,022	0
STA Paratransit	1,089,261	\$ 1,089,261	0
Other Grants	-	-	0
BART ADA Service/other	192,850	\$ 192,850	0
<b>Total Paratransit Operating Revenue</b>	<b>\$ 4,389,855</b>	<b>\$ 5,398,151</b>	<b>\$ (1,008,296)</b>
<b>Capital Program</b>			
TDA 4.0	-	235,000	(235,000)
<b>Increase (Decrease) to TDA reserve</b>		<b>\$ 2,499,143</b>	

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY  
STAFFING**

Position Type		FY 07	FY 08	FY 09	FY 2010	FY 2011	FY 2012	FY 2013
		ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	BUDGET	BUDGET
Transportation	Transportation administration	3.0	3.0	3.0	3.0	3.0	3.0	3.0
	Training	2.0	2.0	2.0	2.0	2.0	2.0	2.0
	Transit Supervisor/Dispatcher	12.0	12.0	10.0	10.0	10.0	10.0	10.0
		17.0	17.0	15.0	15.0	15.0	15.0	15.0
	Full-time runs	143.0	152.0	128.0	128.0	125.0	125.0	125.0
	Part-time runs	19.0	16.0	12.0	12.0	12.0	12.0	12.0
	Full-time stand-by (Protection)	39.0	42.0	38.0	38.0	35.0	35.0	35.0
		201.0	210.0	178.0	178.0	172.0	172.0	172.0
	<b>Total Transportation</b>	<b>218.0</b>	<b>227.0</b>	<b>193.0</b>	<b>193.0</b>	<b>187.0</b>	<b>187.0</b>	<b>187.0</b>
	Maintenance	Maintenance administration	5.0	5.0	5.0	5.0	5.0	5.0
Facilities		5.0	5.0	5.0	5.0	5.0	5.0	5.0
		10.0	10.0	10.0	10.0	10.0	10.0	10.0
Mechanic, Level V		5.0	5.0	5.0	5.0	5.0	5.0	5.0
Mechanic, Level IV		4.0	4.0	4.0	4.0	4.0	4.0	4.0
Mechanic, Level III		7.0	7.0	7.0	7.0	7.0	7.0	7.0
Mechanic, Level II		2.0	2.0	2.0	2.0	2.0	2.0	2.0
Mechanic, Level I		1.0	1.0	1.0	1.0	1.0	1.0	1.0
Bus service workers		10.0	10.0	10.0	10.0	10.0	10.0	10.0
		29.0	29.0	29.0	29.0	29.0	29.0	29.0
<b>Total Maintenance</b>	<b>39.0</b>	<b>39.0</b>	<b>39.0</b>	<b>39.0</b>	<b>39.0</b>	<b>39.0</b>	<b>39.0</b>	
General Administration	General Administration	4.5	5.5	5.5	5.5	4.5	4.0	3.0
	Stores & Procurement	1.0	1.0	1.0	1.0	1.0	1.0	1.0
	Stores workers	2.0	2.0	2.0	2.0	2.0	2.0	2.0
	Finance	6.0	5.0	6.0	6.0	5.0	5.0	5.0
	Human Resources	3.0	3.0	3.0	2.0	2.0	2.0	2.0
	Marketing	3.0	3.0	3.0	3.0	3.0	2.0	2.0
	Customer service	10.0	8.5	6.5	6.5	6.5	6.0	6.0
	Planning/Scheduling/MIS	7.0	8.0	7.0	6.0	7.0	8.0	8.0
	Subtotal in full time equivalents	36.5	36.0	34.0	32.0	31.0	30.0	29.0
<b>Fixed Route Operations</b>	<b>Total</b>	<b>293.5</b>	<b>302.0</b>	<b>266.0</b>	<b>264.0</b>	<b>257.0</b>	<b>256.0</b>	<b>255.0</b>
	Paratransit	3.0	3.0	2.0	2.0	2.0	2.0	3.0
<b>Total Operations</b>		<b>296.5</b>	<b>305.0</b>	<b>268.0</b>	<b>266.0</b>	<b>259.0</b>	<b>258.0</b>	<b>258.0</b>



**CENTRAL CONTRA COSTA TRANSIT AUTHORITY  
FY2013 CAPITAL PROGRAM**

	Funding Source				
	Fed	State Bridge Tolls	State Bonds	Local	Total
Revenue Fleet (7 Fixed route buses, 10 Paratransit)	\$ 4,584,783	\$ 579,059	\$ 564,475	\$	\$ 5,728,317
Facility Maintenance and Modernization			502,963		\$ 502,963
Non Revenue Fleet				180,000	\$ 180,000
Tools & Maintenance Equipment				-	\$ -
IT Equipment/Software				55,000	\$ 55,000
Furniture and Equipment				-	\$ -
<b>Total</b>	<b>4,584,783</b>	<b>579,059</b>	<b>1,067,438</b>	<b>235,000</b>	<b>\$ 6,466,280</b>

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY  
TEN YEAR CAPITAL PROGRAM**

*In \$Thousands*

Programs	FY2013	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY 2022	Total
Non Revenue Fleet	\$ 180	\$ 226	\$ -	\$ 104	\$ 182	\$ 70	\$ -	\$ 294	\$ -	\$ -	1,056
Revenue Fleet	5,728	46,496	388	4,076	-	276	863	893	-	447	59,167
Facility Maintenance & Modernization	503	286	1,191	696	726	744	1,263	242	254	247	6,151
Information Technology	55	121	70	209	80	202	85	85	55	85	1,047
Maintenance Equipment & Tools	-	311	165	232	200	100	275	165	50	100	1,598
Office Furniture and Equipment	-	109	50	116	50	123	50	70	80	80	728
<b>Total Capital Program</b>	<b>6,466</b>	<b>47,549</b>	<b>1,864</b>	<b>5,432</b>	<b>1,238</b>	<b>1,516</b>	<b>2,536</b>	<b>1,749</b>	<b>439</b>	<b>959</b>	<b>69,747</b>
Total Fixed-Route	5,489	47,549	1,476	1,356	1,238	1,239	1,673	856	439	512	61,827
Total Paratransit	976	-	388	4,076	-	276	863	893	-	447	7,920
	\$ 6,466	\$ 47,549	\$ 1,864	\$ 5,432	\$ 1,238	\$ 1,516	\$ 2,536	\$ 1,749	\$ 439	\$ 959	69,747

Funding Source	FY2013	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY 2022	Total
Fed 5307	4,585	37,504	305	3,139	-	206	670	707	-	358	47,472
Transportation Development Act	235	1,652	953	1,632	1,121	1,176	1,697	872	322	484	10,144
State Transportation bonds	386	4,247	466	-	-	-	-	-	-	-	5,099
Lifeline- 1B pop based bonds	485	900	-	300	-	-	-	-	-	-	1,685
State Transportation- 1B security	117	117	117	117	117	117	117	117	117	117	1,170
Bridge Toll Revenue	-	2,790	23	245	-	17	52	54	-	-	3,180
Carryover of Prior yrs funding	659	340	0	0	0	0	0	0	0	0	999
To be Determined	-	-	-	-	-	-	-	-	-	-	-
<b>Total Capital Revenue</b>	<b>\$ 6,466</b>	<b>\$ 47,549</b>	<b>\$ 1,864</b>	<b>\$ 5,432</b>	<b>\$ 1,238</b>	<b>\$ 1,516</b>	<b>\$ 2,535</b>	<b>\$ 1,749</b>	<b>\$ 439</b>	<b>\$ 959</b>	<b>\$ 69,747</b>

Revenue Fleet replacements											
# Fixed Route vehicles	7	64									71
# Paratransit vehicles	10		3	42		4	8	6		3	76

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY**  
**TEN YEAR FORECAST** *In \$ Thousands*

	<b>FY2012</b>	<b>FY2013</b>	<b>FY2014</b>	<b>FY2015</b>	<b>FY2016</b>	<b>FY2017</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>FY 2020</b>	<b>FY 2021</b>
<b>Revenue Hours</b>	<b>209,000</b>	<b>209,000</b>	<b>209,000</b>	<b>209,000</b>	<b>209,000</b>	<b>209,000</b>	<b>209,000</b>	<b>209,000</b>	<b>209,000</b>	<b>209,000</b>
1 Passenger Fares	3,480	3,550	3,876	3,949	4,024	4,099	4,471	4,555	4,641	4,729
2 Special Fares	872	886	909	931	955	978	1,003	1,028	1,054	1,080
3 Advertising	532	552	572	586	601	616	631	647	663	680
4 Investment & Other	120	120	120	120	120	120	120	120	120	120
5 FTA Sec 8 Planning	30	30	30	30	30	30	30	30	30	30
6 FTA Preventive Maintenance	3,175	2,454	390	397	405	413	422	430	439	447
7 STA Population	1,853	3,570	2,425	2,486	2,548	2,611	2,677	2,744	2,812	2,883
8 TDA 4.0	10,590	10,548	13,556	14,003	14,450	15,234	15,331	15,725	16,104	16,491
9 Measure J	3,385	3,808	3,923	4,042	4,205	4,374	4,550	4,734	4,948	5,173
10 BART Express Funds	556	604	622	641	660	680	700	721	743	765
11 Dougherty Valley dev fees/other	166	225	225	225	265	25	25	25	25	25
12 Other Local Grants	20	20	20	20	20	20	20	20	20	20
13 RM2/Meas J- Express	145	145	145	145	145	145	145	145	145	145
14 Lifeline-CC County	355	769	500	515	530	546	563	580	597	615
<b>15 Total Fixed Route Operating Revenue</b>	<b>25,279</b>	<b>27,281</b>	<b>27,313</b>	<b>28,090</b>	<b>28,957</b>	<b>29,894</b>	<b>30,688</b>	<b>31,504</b>	<b>32,342</b>	<b>33,204</b>
<b>16 Operating Expenses w/o contingency</b>	<b>25,279</b>	<b>26,781</b>	<b>27,313</b>	<b>28,090</b>	<b>28,957</b>	<b>29,894</b>	<b>30,688</b>	<b>31,504</b>	<b>32,342</b>	<b>33,204</b>
<b>% increase in expenses</b>		5.9%	2.0%	2.8%	3.1%	3.2%	2.7%	2.7%	2.7%	2.7%
<b>17 Operating expense contingency</b>	\$ 500									
<b>18 Total Fixed Route Operating Expenses</b>	<b>25,279</b>	<b>27,281</b>	<b>27,313</b>	<b>28,090</b>	<b>28,957</b>	<b>29,894</b>	<b>30,688</b>	<b>31,504</b>	<b>32,342</b>	<b>33,204</b>
<b>Revenue Hours</b>	<b>82,000</b>	<b>82,000</b>	<b>82,000</b>	<b>82,000</b>	<b>82,000</b>	<b>82,000</b>	<b>82,000</b>	<b>82,000</b>	<b>82,000</b>	<b>82,000</b>
19 Passenger Fares	601	613	668	688	709	730	796	820	844	870
20 Advertising revenue	-	-	-	-	-	-	-	-	-	-
21 FTA Section 5307	673	686	703	721	739	757	776	796	816	836
22 TDA 4.5	656	638	657	677	705	733	762	793	829	867
23 TDA 4.0	1,513	1,008	1,197	1,239	1,263	1,288	1,268	1,291	1,303	1,314
24 Measure J	959	1,170	1,205	1,242	1,292	1,344	1,398	1,454	1,520	1,589
25 STA Paratransit & Rev based	703	1,089	928	951	975	1,000	1,025	1,050	1,076	1,103
26 Bart ADA service	190	193	199	205	211	217	224	230	237	244
<b>27 Total Paratransit Operating Revenue</b>	<b>5,296</b>	<b>5,398</b>	<b>5,558</b>	<b>5,723</b>	<b>5,894</b>	<b>6,069</b>	<b>6,249</b>	<b>6,435</b>	<b>6,627</b>	<b>6,824</b>
<b>28 Total Paratransit Operating Expenses</b>	<b>5,296</b>	<b>5,398</b>	<b>5,558</b>	<b>5,723</b>	<b>5,894</b>	<b>6,069</b>	<b>6,249</b>	<b>6,435</b>	<b>6,627</b>	<b>6,824</b>
<b>% increase in expenses</b>		1.9%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
<b>29 Total CCCTA Operating Budget</b>	<b>\$ 30,575</b>	<b>\$ 32,679</b>	<b>\$ 32,871</b>	<b>\$ 33,814</b>	<b>\$ 34,851</b>	<b>\$ 35,962</b>	<b>\$ 36,937</b>	<b>\$ 37,939</b>	<b>\$ 38,969</b>	<b>\$ 40,027</b>

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY  
TEN YEAR FORECAST In \$ Thousands**

	<u>FY2012</u>	<u>FY2013</u>	<u>FY2014</u>	<u>FY2015</u>	<u>FY2016</u>	<u>FY2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>
<b>30 Capital Revenue</b>										
31 Federal	\$ 6,673	\$ 4,585	\$ 37,504	\$ 305	\$ 3,139	\$ -	\$ 206	\$ 670	\$ 707	\$ -
32 Prop 1B bonds	4,369	386	4,247	466	-	-	-	-	-	-
33 Lifeline- 1B pop based bonds		485	900	-	300	-	-	-	-	-
34 State Transportation- 1B security	117	117	117	117	117	117	117	117	117	117
35 Bridge Toll revenues		-	2,790	23	245	-	17	52	54	-
36 TDA 4.0	1,183	235	1,652	953	1,632	1,121	1,176	1,697	872	322
37 Carryover of unused prior year funding		659	340	-	-	-	-	-	-	-
<b>38 Total Capital Revenue</b>	<b>12,342</b>	<b>6,466</b>	<b>47,549</b>	<b>1,864</b>	<b>5,432</b>	<b>1,238</b>	<b>1,516</b>	<b>2,535</b>	<b>1,749</b>	<b>439</b>
<b>39 Capital</b>	<b>\$ 12,342</b>	<b>\$ 6,466</b>	<b>\$ 47,549</b>	<b>\$ 1,864</b>	<b>\$ 5,432</b>	<b>\$ 1,238</b>	<b>\$ 1,516</b>	<b>\$ 2,536</b>	<b>\$ 1,749</b>	<b>\$ 439</b>

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY  
TDA RESERVE**

<b>TDA RESERVE</b>	<b>FY2012</b>	<b>FY2013</b>	<b>FY2014</b>	<b>FY2015</b>	<b>FY2016</b>	<b>FY2017</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>FY 2020</b>	<b>FY 2021</b>
40 Beginning Balance	\$ 6,884	\$ 7,302	\$ 9,801	\$ 8,118	\$ 7,090	\$ 5,523	\$ 4,293	\$ 3,593	\$ 2,644	\$ 2,933
41 Estimated TDA 4.0 Allocation	\$ 13,705 4.89%	\$ 14,290 4.27%	\$ 14,722 3.02%	\$ 15,166 3.02%	\$ 15,778 4.03%	\$ 16,413 4.03%	\$ 17,075 4.03%	\$ 17,763 4.03%	\$ 18,569 4.53%	\$ 19,411 4.54%
<b>TDA 4.0 Needed for Operations and Capital:</b>										
42 Used for Fixed route operations	(10,590)	(10,548)	(13,556)	(14,003)	(14,450)	(15,234)	(15,331)	(15,724)	(16,104)	(16,491)
43 Used for Paratransit operations	(1,513)	(1,008)	(1,197)	(1,239)	(1,263)	(1,288)	(1,268)	(1,291)	(1,303)	(1,314)
44 TDA used for Operations	<b>(12,104)</b>	<b>(11,556)</b>	<b>(14,753)</b>	<b>(15,242)</b>	<b>(15,713)</b>	<b>(16,522)</b>	<b>(16,599)</b>	<b>(17,016)</b>	<b>(17,407)</b>	<b>(17,805)</b>
45 Used for capital program	(1,183)	(235)	(1,652)	(953)	(1,632)	(1,121)	(1,176)	(1,697)	(872)	(322)
46 <b>Ending TDA Reserve</b>	<b>\$ 7,302</b>	<b>\$ 9,801</b>	<b>\$ 8,118</b>	<b>\$ 7,090</b>	<b>\$ 5,523</b>	<b>\$ 4,293</b>	<b>\$ 3,593</b>	<b>\$ 2,644</b>	<b>\$ 2,933</b>	<b>\$ 4,217</b>
Number Of Months of Operating Expenses in Reserve	2.9	3.6	3.0	2.5	1.9	1.4	1.2	0.8	0.9	1.3

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY  
DETAILED BUDGET**

	FY 2011 ACT	Est/Act FY 2012	FY 2012 Budget	Over (Under)	FY 2013 Budget	Over (Under) FY 2013 Est/Actual	
<b>FIXED ROUTE</b>							
Wages, Operators	7,114,046	7,011,100	7,132,516	(121,416)	7,021,300	10,200	
Wages, Operator/trainer	20,910	35,000	25,000	10,000	40,000	5,000	
Wages, Trans Admin	849,816	832,218	878,935	(46,717)	837,507	5,289	
Wages, Scheduling	108,873	94,701	68,953	25,748	108,855	14,154	
Wages, Maint Admin	379,298	376,000	375,501	499	376,781	781	
Wages, Building Maint.	256,237	262,000	252,668	9,332	257,212	(4,788)	
Wages, Customer Service	299,408	324,000	313,925	10,075	327,204	3,204	
Wages, Promotion	149,868	128,000	127,574	426	126,883	(1,117)	
Wages, EE Services	136,209	135,000	130,303	4,697	136,882	1,882	
Wages, Finance	312,769	316,000	316,707	(707)	323,274	7,274	
Wages, Safety & Trng	137,496	121,500	131,229	(9,729)	131,229	9,729	
Wages, General Admin	427,763	420,000	438,666	(18,666)	394,569	(25,431)	
Merit Pool	-	-	-	-	47,000	47,000	
Wages, Admin Bonus	1,200	1,250		1,250	-	(1,250)	
Wages, Board	21,300	24,500	26,400	(1,900)	26,400	1,900	
Wages, Planning	358,043	390,093	377,907	12,186	380,424	(9,669)	
Wages, Service Workers	323,521	330,000	381,665	(51,665)	387,501	57,501	
Wages, Serv Wrkr Bonus	5,200	2,100	4,000	(1,900)	4,000	1,900	
Wages, Mechanics	901,684	901,000	959,316	(58,316)	948,710	47,710	
Wages, Mechanic Bonus	2,600	5,500	4,650	850	4,650	(850)	
<b>Total Wages</b>	<b>11,806,241</b>	<b>11,709,962</b>	<b>11,945,915</b>	<b>(235,953)</b>	<b>11,880,381</b>	<b>170,419</b>	<b>1%</b>
Sick, Operators	314,825	370,100	324,966	45,134	370,100	-	
Sick, Trans Admin	33,058	20,690	31,141	(10,451)	31,200	10,510	
Sick, Scheduling	3,976	3,300	1,659	1,641	2,500	(800)	
Sick, Maint Admin	3,466	5,000	4,325	675	4,300	(700)	
Sick, Building Maint.	2,630	1,800	3,022	(1,222)	3,100	1,300	
Sick, Customer Svc	6,778	8,000	8,655	(655)	9,000	1,000	
Sick, Promotion	2,894	2,500	4,162	(1,662)	4,100	1,600	
Sick, EE Services	1,847	6,000	3,039	2,961	3,200	(2,800)	
Sick, Finance	8,477	11,000	9,269	1,731	9,500	(1,500)	
Sick, Safety & Trng	2,006	16,000	3,860	12,140	3,900	(12,100)	
Sick, General Admin	11,039	12,000	14,996	(2,996)	13,700	1,700	

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY**  
**DETAILED BUDGET**

	FY 2011 ACT	Est/Act FY 2012	FY 2012 Budget	Over (Under)	FY 2013 Budget	Over (Under) FY 2013 Est/Actual	
Sick, Planning	8,973	6,000	14,163	(8,163)	14,300	8,300	
Sick, Service Workers	5,329	12,000	5,253	6,747	5,300	(6,700)	
Sick, Mechanics	18,255	22,000	23,372	(1,372)	23,100	1,100	
<b>Total Sick Pay</b>	<b>423,553</b>	<b>496,390</b>	<b>451,882</b>	<b>44,508</b>	<b>497,300</b>	<b>910</b>	<b>0%</b>
Holiday, Operators	347,142	353,300	341,226	12,074	346,300	(7,000)	
Holiday, Trans Admin	40,756	38,000	40,873	(2,873)	40,255	2,255	
Holiday, Scheduling	5,803	6,000	5,804	196	5,538	(462)	
Holiday, Maint Admin	21,783	19,700	19,960	(260)	19,960	260	
Holiday, Building Maint.	12,466	12,000	12,681	(681)	12,681	681	
Holiday, Customer Svc	12,779	12,000	11,782	218	11,986	(14)	
Holiday, Promotion	8,796	6,000	5,587	413	5,587	(413)	
Holiday, EE Services	9,741	7,000	6,997	3	7,277	277	
Holiday, Finance	17,071	17,000	16,934	66	17,133	133	
Holiday, Safety & Trng	6,192	6,200	7,126	(926)	7,126	926	
Holiday, General Admin	18,153	20,000	23,562	(3,562)	21,203	1,203	
Holiday, Planning	17,876	19,000	20,371	(1,371)	20,371	1,371	
Holiday, Service Workers	15,352	16,005	18,649	(2,644)	18,982	2,977	
Holiday, Mechanics	44,669	48,700	51,368	(2,668)	50,811	2,111	
<b>Total Holiday Pay</b>	<b>578,579</b>	<b>580,905</b>	<b>582,920</b>	<b>(2,015)</b>	<b>585,210</b>	<b>4,305</b>	<b>1%</b>
Vacation, Operators	539,945	508,000	515,000	(7,000)	513,000	5,000	
Vacation, Trans Admin	86,132	60,465	67,010	(6,545)	65,700	5,235	
Vacation, Scheduling	9,702	7,100	6,382	718	7,700	600	
Vacation, Maint Admin	32,160	30,591	31,820	(1,229)	31,900	1,309	
Vacation, Building Maint.	18,769	18,080	18,827	(747)	19,200	1,120	
Vacation, Customer Svc	19,590	16,937	20,146	(3,209)	21,000	4,063	
Vacation, Promotion	13,000	10,467	11,026	(559)	11,000	533	
Vacation, EE Services	16,385	10,337	11,292	(955)	11,800	1,463	
Vacation, Finance	24,872	25,275	27,110	(1,835)	27,600	2,325	
Vacation, Safety & Trng	11,913	10,221	11,877	(1,656)	11,900	1,679	
Vacation, General Admin	35,430	34,000	38,424	(4,424)	34,900	900	
Vacation, Planning	21,959	25,089	29,266	(4,177)	29,400	4,311	
Vacation, Service Wrkrs	23,871	24,000	24,043	(43)	24,300	300	
Vacation, Mechanics	73,746	67,241	78,466	(11,225)	75,600	8,359	

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY**  
**DETAILED BUDGET**

	FY 2011 ACT	Est/Act FY 2012	FY 2012 Budget	Over (Under)	FY 2013 Budget	Over (Under) FY 2013 Est/Actual	
<b>Total Accrued Vacation</b>	<b>927,474</b>	<b>847,803</b>	<b>890,689</b>	<b>(42,886)</b>	<b>884,998</b>	<b>37,197</b>	<b>4%</b>
Abs Pay, Operators	51,859	55,900	57,000	(1,100)	55,900	-	
Abs Pay, Trans Admin	253	500	1,781	(1,281)	1,781	1,281	
Abs Pay, Scheduling	-	100	165	(65)	249	149	
Abs Pay, Maint Admin	-	1,069	864	205	867	(202)	
Abs Pay, Building Maint.	-	-	549	(549)	560	560	
Abs Pay, Customer Svc	-	500	494	6	516	16	
Abs Pay, Promotion	-	500	297	203	296	(204)	
Abs Pay, EE Services	-	500	304	196	319	(181)	
Abs Pay, Finance	475	597	741	(144)	757	160	
Abs Pay, Safety & Trng	-	500	309	191	309	(191)	
Abs Pay, General Admin	1,064	1,000	1,033	(33)	930	(70)	
Abs Pay, Planning	654	1,818	885	933	890	(928)	
Separation Pay/Benefits	22,234	33,257	-	33,257	-	(33,257)	
Abs Pay, Service Wrkrs	-	225	364	(139)	369	144	
Abs Pay, Mechanics	-	300	445	(145)	439	139	
<b>Total Absence Pay</b>	<b>76,539</b>	<b>96,766</b>	<b>65,231</b>	<b>31,535</b>	<b>64,182</b>	<b>(32,584)</b>	<b>-34%</b>
<b>Total Compensation</b>	<b>13,812,386</b>	<b>13,731,826</b>	<b>13,936,637</b>	<b>(204,812)</b>	<b>13,912,071</b>	<b>180,246</b>	<b>1%</b>
FICA, Operators	99,515	101,400	101,400	-	101,800	400	
FICA, Trans Admin	11,998	13,084	13,629	(545)	13,001	(83)	
FICA, Scheduling	1,753	1,395	1,203	192	1,810	415	
FICA, Maint Admin	1,952	1,906	1,906	-	1,927	21	
FICA, Building Maint.	3,940	3,984	3,984	-	4,056	72	
FICA, Customer Service	5,196	5,148	5,148	-	5,360	212	
FICA, Promotion	2,669	2,155	2,155	-	2,144	(11)	
FICA, EE Services	3,064	2,203	2,203	-	2,312	109	
FICA, Finance	4,381	4,523	4,523	-	4,610	87	
FICA, General Admin	6,052	6,085	6,522	(437)	6,458	373	
FICA, Board Members	1,629	1,885	6,418	(4,533)	2,020	135	
FICA, Planning	5,584	6,418	2,020	4,398	6,458	40	
FICA, Service Workers	4,769	5,225	5,679	(454)	5,768	543	
FICA, Mechanics	10,198	11,236	11,815	(579)	12,396	1,160	



**CENTRAL CONTRA COSTA TRANSIT AUTHORITY  
DETAILED BUDGET**

	FY 2011 ACT	Est/Act FY 2012	FY 2012 Budget	Over (Under)	FY 2013 Budget	Over (Under) FY 2013 Est/Actual	
<b>Total FICA/Medicare</b>	<b>162,700</b>	<b>166,647</b>	<b>168,605</b>	<b>(1,958)</b>	<b>170,121</b>	<b>3,474</b>	<b>2%</b>
PERS-RET, Operators	613,249	630,300	630,300	-	636,600	6,300	
PERS-RET, Trans Admin	80,951	81,515	84,911	(3,396)	85,066	3,551	
PERS-RET, Scheduling	7,344	8,390	7,233	1,157	10,884	2,493	
PERS-RET, Maint Admin	50,204	50,871	50,871	-	50,998	127	
PERS-RET, Bldg Maint.	23,577	26,577	26,577	-	27,015	438	
PERS-RET, Cstmr Svc	41,429	30,949	30,949	-	32,233	1,284	
PERS-RET, Promotion	19,650	16,302	16,302	-	16,236	(66)	
PERS-RET, EE Services	16,654	16,763	16,763	-	17,423	660	
PERS-RET, Finance	36,669	39,401	39,401	-	40,055	654	
PERS-RET, Sfty & Trng	17,820	18,865	18,865	-	18,866	1	
PERS-RET, Gen Admin	48,779	51,254	54,935	(3,681)	56,741	5,487	
PERS-RET, Planning	32,024	48,428	48,428	-	48,675	247	
GM-457 Retirement	7,788	6,998	7,500	(503)	7,500	503	
PERS-RET, Service Wrkr	26,632	33,627	36,551	(2,924)	37,109	3,482	
PERS-RET, Mechanics	85,756	92,274	97,028	(4,754)	95,791	3,517	
<b>Total Retirement</b>	<b>1,108,526</b>	<b>1,152,513</b>	<b>1,166,614</b>	<b>(14,101)</b>	<b>1,181,193</b>	<b>28,680</b>	<b>2%</b>
Medical, Operators	692,174	674,000	668,300	5,700	683,600	9,600	
Medical, Trans Admin	72,784	79,370	77,156	2,214	81,108	1,738	
Medical, Scheduling	9,471	11,000	9,471	1,529	16,800	5,800	
Medical, Maint Admin	14,877	15,030	14,877	153	15,180	150	
Medical, Building Maint.	36,954	37,234	36,801	433	37,600	366	
Medical, Customer Svc	14,826	10,900	18,520	(7,620)	10,900	-	
Medical, Promotion	19,482	14,200	22,114	(7,914)	14,200	-	
Medical, EE Services	3,503	-	-	-	-	-	
Medical, Finance	30,673	32,200	30,367	1,833	34,620	2,420	
Medical, Safety & Trng	7,592	7,600	7,592	8	7,600	-	
Medical, General Admin	57,853	66,300	63,969	2,331	68,588	2,288	
Medical, Retirees	102,307	104,400	111,984	(7,584)	110,000	5,600	
Medical, Planning	35,403	28,000	33,882	(5,882)	28,800	800	
Medical, Service Workers	113,661	133,422	145,024	(11,602)	148,403	14,981	
Medical, Mechanics	230,785	262,044	275,546	(13,502)	281,966	19,922	
Medical Admin Charge	9,069	8,777	11,602	(2,825)	9,100	323	

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY  
DETAILED BUDGET**

	FY 2011 ACT	Est/Act FY 2012	FY 2012 Budget	Over (Under)	FY 2013 Budget	Over (Under) FY 2013 Est/Actual	
OPEB benefits	131,613	250,600	123,016	127,584	235,000	(15,600)	
<b>Total Medical</b>	<b>1,583,027</b>	<b>1,735,077</b>	<b>1,650,221</b>	<b>84,856</b>	<b>1,783,465</b>	<b>48,388</b>	<b>3%</b>
Dental, Operators	198,150	194,400	199,100	(4,700)	200,640	6,240	
Dental, Trans Admin	21,869	21,600	22,353	(753)	21,960	360	
Dental, Scheduling	2,989	3,600	2,321	1,279	3,960	360	
Dental, Maint Admin	5,476	4,800	5,658	(858)	5,040	240	
Dental, Building Maint.	6,642	6,000	7,045	(1,045)	6,480	480	
Dental, Customer Svc	8,663	8,400	8,952	(552)	8,520	120	
Dental, Promotion	3,056	2,400	3,751	(1,351)	2,640	240	
Dental, EE Services	3,127	2,400	3,231	(831)	2,640	240	
Dental, Finance	5,217	4,800	5,391	(591)	5,520	720	
Dental, Safety & Trng	1,282	1,200	1,324	(124)	1,320	120	
Dental, General Admin	6,887	6,000	7,045	(1,045)	6,480	480	
Dental, Planning	6,384	8,400	6,320	2,080	8,520	120	
<b>Total Dental</b>	<b>269,742</b>	<b>264,000</b>	<b>272,491</b>	<b>(8,491)</b>	<b>273,720</b>	<b>9,720</b>	<b>4%</b>
WC, Operators	303,250	499,000	635,200	(136,200)	524,000	25,000	
WC, Trans Admin	32,216	54,000	69,000	(15,000)	56,700	2,700	
WC, Scheduling	216	5,000	6,000	(1,000)	5,300	300	
WC, Maint Admin	11,946	24,000	30,000	(6,000)	25,200	1,200	
WC, Building Maint.	8,660	12,000	15,000	(3,000)	12,600	600	
WC, Customer Svc	17,532	28,000	36,000	(8,000)	29,400	1,400	
WC, Promotion	6,488	14,000	18,400	(4,400)	14,700	700	
WC, EE Services	6,085	14,000	18,000	(4,000)	14,700	700	
WC, Finance	11,946	24,000	30,000	(6,000)	25,200	1,200	
WC, Safety & Trng	6,085	14,000	18,000	(4,000)	14,700	700	
WC, General Admin	14,743	26,000	33,000	(7,000)	27,300	1,300	
WC, Planning	14,586	21,000	27,100	(6,100)	22,100	1,100	
WC, Service Workers	22,308	41,000	52,600	(11,600)	43,100	2,100	
WC, Mechanics	77,706	124,000	158,000	(34,000)	130,200	6,200	
<b>Total Workers Comp</b>	<b>533,767</b>	<b>900,000</b>	<b>1,146,300</b>	<b>(246,300)</b>	<b>945,200</b>	<b>45,200</b>	<b>5%</b>
Life, Operators	62,970	58,200	62,000	(3,800)	59,700	1,500	

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY  
DETAILED BUDGET**

	FY 2011 ACT	Est/Act FY 2012	FY 2012 Budget	Over (Under)	FY 2013 Budget	Over (Under) FY 2013 Est/Actual	
Life, Trans Admin	6,447	6,200	6,549	(349)	6,300	100	
Life, Scheduling	1,071	1,000	698	302	1,000	-	
Life, Maint Admin	3,594	3,700	3,685	15	3,800	100	
Life, Building Maint.	1,752	1,800	1,786	14	1,800	-	
Life, Customer Svc	2,785	2,500	2,966	(466)	2,600	100	
Life, Promotion	1,537	1,300	1,873	(573)	1,300	-	
Life, EE Services	1,782	1,300	1,827	(527)	1,400	100	
Life, Finance	3,091	3,200	3,168	32	3,300	100	
Life, Safety & Trng	1,073	1,200	1,100	100	1,200	-	
Life, General Admin	2,721	2,800	2,808	(8)	2,800	-	
Life, Planning	3,068	4,200	3,153	1,047	4,300	100	
<b>Total Life Insurance</b>	<b>91,891</b>	<b>87,400</b>	<b>91,613</b>	<b>(4,213)</b>	<b>89,500</b>	<b>2,100</b>	<b>2%</b>
SUI, Operators	72,009	72,216	72,900	(684)	72,900	684	
SUI, Trans Admin	5,642	6,074	5,642	432	5,642	(432)	
SUI, Scheduling	868	868	868	-	868	-	
SUI, Maint Admin	2,170	2,170	2,170	-	2,170	-	
SUI, Building Maint.	2,170	2,170	2,170	-	2,170	-	
SUI, Customer Svc	4,179	3,472	3,472	-	3,472	-	
SUI, Promotion	1,030	868	868	-	868	-	
SUI, Safety & Trng	868	868	868	-	868	-	
SUI, General Admin	3,038	3,038	2,170	868	2,604	(434)	
SUI, EE Services	1,302	868	868	-	868	-	
SUI, Finance	2,170	2,170	3,038	(868)	2,170	-	
SUI, Planning	2,395	2,604	2,604	-	2,604	-	
SUI, Service Workers	3,906	4,000	4,340	(340)	4,340	340	
SUI, Mechanics	7,378	7,500	8,246	(746)	8,246	746	
<b>Total SUI</b>	<b>109,125</b>	<b>108,886</b>	<b>110,224</b>	<b>(1,338)</b>	<b>109,790</b>	<b>904</b>	<b>1%</b>
Operator Uniforms	43,782	45,640	48,000	(2,360)	45,000	(640)	
Uniforms - Maint. Pers.	12,297	13,448	12,000	1,448	14,000	552	
<b>Total Uniforms</b>	<b>56,079</b>	<b>59,088</b>	<b>60,000</b>	<b>(912)</b>	<b>59,000</b>	<b>(88)</b>	<b>0%</b>
Operator Medical Exams	10,465	8,372	15,000	(6,628)	12,000	3,628	
Emp Assistance Prog.	12,888	14,136	15,000	(864)	15,000	864	

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY  
DETAILED BUDGET**

	FY 2011 ACT	Est/Act FY 2012	FY 2012 Budget	Over (Under)	FY 2013 Budget	Over (Under) FY 2013 Est/Actual	
Cafeteria Plan- Admin	161,574	192,482	169,145	23,337	225,041	32,559	
Cafeteria Plan-ATU	525,032	595,562	593,500	2,062	603,161	7,599	
Mechanic Tool Allowance	12,029	13,830	14,000	(170)	14,000	170	
Wellness Program	16,117	8	R€ #VALUE!		23,100	23,092	
Substance Abuse Prog.	6,909	7,524	10,000	(2,476)	8,500	976	
<b>Total Other Benefits</b>	<b>745,014</b>	<b>831,914</b>	<b>816,645</b>	<b>#VALUE!</b>	<b>900,803</b>	<b>68,889</b>	<b>8%</b>
<b>Total Benefits</b>	<b>6,666,016</b>	<b>7,327,389</b>	<b>7,473,435</b>	<b>#VALUE!</b>	<b>7,544,481</b>	<b>217,094</b>	<b>3%</b>
<b>Total Wages and Benefits</b>	<b>18,472,257</b>	<b>19,037,351</b>	<b>19,419,350</b>	<b>#VALUE!</b>	<b>19,424,862</b>	<b>387,513</b>	<b>2%</b>
Management Services	-	25,000	25,000	-	25,000	-	
Agency Fees	100	300	300	-	300	-	
In-Service Monitoring	1,181	-	6,000	(6,000)	6,000	6,000	
Mobility Services	28,373	28,600	26,000	2,600	29,500	900	
Recruitment	6,171	6,490	8,000	(1,510)	7,500	1,010	
Schedules/Graphics	42,813	67,808	60,000	7,808	65,000	(2,808)	
Promotions	76,261	122,503	104,000	18,503	180,000	57,497	
Legal Fees	131,354	180,000	280,000	(100,000)	280,000	100,000	
Financial services	-	11,500	10,000	1,500	1,000	(10,500)	
Auditor Fees	37,500	39,000	39,000	-	43,000	4,000	
Freight In and Out	9,570	6,101	7,500	(1,399)	7,500	1,399	
Bid and Hearing Notices	682	1,000	1,300	(300)	1,000	-	
Service Development	8,515	39,320	40,000	(680)	40,000	680	
Trans. Printing/Reproduc.	5,093	4,945	5,000	(55)	5,000	55	
Payroll Services	42,194	43,000	49,000	(6,000)	45,000	2,000	
Retail service charge	28	-	-	-	-	-	
Bank service charge	42	-	-	-	-	-	
Commuter check process fee	181	-	-	-	-	-	
Temporary Help-All depts	21,532	-	12,000	(12,000)	12,000	12,000	
Temp Help-Tran Admin	-	13,000	-	13,000	-	(13,000)	
Temporary Help-Finance	2,987	-	-	-	-	-	
SVR-Differential/Radiator	34,009	32,323	33,000	(677)	39,600	7,277	
SVR-Transmission	126,000	70,600	80,000	(9,400)	72,000	1,400	
SVR-Upholstery/Glass	27,026	28,338	30,000	(1,662)	35,180	6,842	

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY  
DETAILED BUDGET**

	FY 2011 ACT	Est/Act FY 2012	FY 2012 Budget	Over (Under)	FY 2013 Budget	Over (Under) FY 2013 Est/Actual	
SVR-Towing	11,895	8,508	10,000	(1,492)	10,000	1,492	
SVR-Engine Repair	137,043	190,000	190,000	-	190,000	-	
SVR-Body Repair	106,695	84,921	100,000	(15,079)	100,000	15,079	
Emission controls	86,531	68,475	84,700	(16,225)	96,800	28,325	
Phone Maint. Services	9,113	9,000	10,000	(1,000)	10,000	1,000	
Support Vehicle maint	21,666	17,257	14,000	3,257	21,500	4,243	
Clever Devices/rideck maint	148,455	149,505	150,000	(495)	154,000	4,495	
Real Time Bus exp	-	-	50,000	(50,000)	-	-	
IT Supplies/replacements	18,820	24,105	25,000	(895)	25,000	895	
Office Equipment Maint.	11,597	20,000	20,000	-	20,000	-	
Building Maint. Service	34,141	76,307	93,000	(16,693)	76,000	(307)	
Landscape Service	42,216	47,848	48,000	(152)	48,000	152	
IT Contracts	85,005	100,999	112,000	(11,001)	115,000	14,001	
Radio Maint. Service	41,918	44,253	45,600	(1,347)	45,600	1,347	
IT Consulting	-	8,423	10,000	(1,577)	10,000	1,577	
RED Support Expense	9,590	111,134	10,000	101,134	18,000	(93,134)	
Contract Cleaning Service	2,930	3,460	3,000	460	3,460	-	
Waste Removal	11,147	10,914	13,000	(2,086)	12,000	1,086	
Hazardous Waste	75,715	69,710	59,000	10,710	75,000	5,290	
Armored Transport	19,995	20,000	16,800	3,200	21,000	1,000	
Fire Monitoring	4,632	4,810	5,000	(190)	5,000	190	
Security Services	80,112	80,065	80,000	65	81,600	1,535	
Other Services	2,726	3,000	3,000	-	3,000	-	
<b>Total Services</b>	<b>1,563,554</b>	<b>1,872,522</b>	<b>1,968,200</b>	<b>(95,678)</b>	<b>2,035,540</b>	<b>163,018</b>	<b>9%</b>
Diesel Fuel	1,817,511	2,120,620	2,638,000	(517,380)	2,807,500	686,880	
Oils and Lubricants	63,703	65,953	60,000	5,953	65,212	(741)	
Gasoline	28,655	32,210	40,000	(7,790)	35,000	2,790	
Tires and Tubes	193,581	199,673	200,400	(727)	209,847	10,174	
Safety Supply	8,166	5,850	4,400	1,450	4,400	(1,450)	
Transportation Supplies	12,730	11,209	12,000	(791)	12,500	1,291	
BART Relief Tickets	55,650	40,000	60,000	(20,000)	45,000	5,000	
CSS-Soaps	8,601	11,544	14,000	(2,456)	14,000	2,456	
CSS-Solvents	144	5,000	7,500	(2,500)	5,500	500	

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY**  
**DETAILED BUDGET**

	FY 2011 ACT	Est/Act FY 2012	FY 2012 Budget	Over (Under)	FY 2013 Budget	Over (Under) FY 2013 Est/Actual	
CSS-Cleaning	6,298	6,534	6,000	534	6,500	(34)	
CSS-Safety	5,798	6,921	7,000	(79)	7,000	79	
CSS-Antifreeze	3,625	3,955	6,000	(2,045)	5,000	1,045	
CSS-Gases	8,310	6,947	8,000	(1,053)	8,000	1,053	
Oil Analysis	10,125	17,000	17,500	(500)	17,500	500	
Equipment/Garage Exp.	17,071	19,542	25,000	(5,458)	25,000	5,458	
Coach Repair Parts	599,591	532,204	597,000	(64,796)	614,911	82,707	
Repair parts-grant exp	6,559	-	-	-	-	-	
Shelter/Bus Stop Supply	6,108	12,360	15,000	(2,640)	15,000	2,640	
Janitorial Supplies	16,014	16,097	17,500	(1,403)	17,500	1,403	
Lighting Supply	1,631	8,550	10,000	(1,450)	10,000	1,450	
Building Repair Supply	26,128	27,300	30,000	(2,700)	34,500	7,200	
Landscape Supply	1,008	3,015	3,500	(485)	3,500	485	
Office Supplies-Maint.	2,951	4,099	4,500	(401)	4,500	401	
Tickets, Passes, Xfrs	14,923	15,971	20,000	(4,029)	28,000	12,029	
Supplies - Offsites	1,357	2,000	2,500	(500)	2,500	500	
Personnel Office Supply	113	500	1,000	(500)	1,000	500	
Computer Supplies	11,056	1,940	2,000	(60)	-	(1,940)	
Office Supplies-Administration	13,688	15,868	17,680	(1,812)	15,000	(868)	
Obsolete Parts Write-Off	4,507	483	-	483	-	(483)	
Postage	10,562	12,000	13,000	(1,000)	12,000	-	
Safety Contingency Plans	2,121	3,313	5,000	(1,687)	5,000	1,687	
Training Supply	3,636	4,000	6,000	(2,000)	6,000	2,000	
Contracts & Grants Supply	-	6,000	6,000	-	6,000	-	
Supplies- IC	5,753	5,861	8,000	(2,139)	7,000	1,139	
<b>Total Materials &amp; Supplies</b>	<b>2,967,674</b>	<b>3,224,519</b>	<b>3,864,480</b>	<b>(639,961)</b>	<b>4,050,370</b>	<b>825,851</b>	<b>26%</b>
Pacific Gas and Electric	188,781	196,000	198,000	(2,000)	198,000	2,000	
Telephone Svc - Concord	5,019	25,578	25,000	578	25,000	(578)	
Contra Costa Water District	18,502	19,000	22,000	(3,000)	19,500	500	
Telephone-Cellular	15,544	27,401	28,000	(599)	85,000	57,599	
<b>Total Utilities</b>	<b>227,846</b>	<b>267,979</b>	<b>273,000</b>	<b>(5,021)</b>	<b>327,500</b>	<b>59,521</b>	<b>22%</b>
Physical Damage	34,795	88,851	90,802	(1,951)	90,500	1,649	

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY  
DETAILED BUDGET**

	FY 2011 ACT	Est/Act FY 2012	FY 2012 Budget	Over (Under)	FY 2013 Budget	Over (Under) FY 2013 Est/Actual	
Property Premiums	28,827	33,020	33,684	(664)	34,700	1,680	
Other Premiums	10,325	10,325	10,635	(310)	10,800	475	
UST Insurance	9,339	9,050	9,506	(456)	9,500	450	
Liability Premiums	226,421	140,070	152,340	(12,270)	136,000	(4,070)	
Insurance/Liability losses	75,503	75,000	82,400	(7,400)	78,800	3,800	
Pass sales write offs	68	-			-		
<b>Total Insurance</b>	<b>385,278</b>	<b>356,316</b>	<b>379,367</b>	<b>(23,051)</b>	<b>360,300</b>	<b>3,984</b>	<b>1%</b>
Property Tax	9,909	10,000	11,000	(1,000)	10,000	-	
Licenses / Registrations	2,189	1,662	1,000	662	2,000	338	
Fuel Storage Tank Fees	13,824	14,000	14,000	-	15,000	1,000	
Use and Other Taxes	7,330	8,000	8,000	-	9,000	1,000	
Sales Tax	273,055	275,000	230,000	45,000	340,000	65,000	
<b>Total Taxes</b>	<b>306,307</b>	<b>308,662</b>	<b>264,000</b>	<b>44,662</b>	<b>376,000</b>	<b>67,338</b>	<b>22%</b>
Equipment Leases	4,980	7,000	7,000	-	7,000	-	
Radio Site Lease-Diablo	32,416	33,000	31,000	2,000	33,500	500	
<b>Total Leases</b>	<b>37,396</b>	<b>40,000</b>	<b>38,000</b>	<b>2,000</b>	<b>40,500</b>	<b>500</b>	<b>1%</b>
Business Expense- Tran	55	125	-	125	250	125	
Business Expense-admin	343	400	400	-	400	-	
Business Expense-Fin	-	500	500	-	500	-	
Board Travel	4,144	14,000	15,150	(1,150)	11,000	(3,000)	
Staff Travel	15,173	16,000	18,000	(2,000)	18,000	2,000	
CTA Dues	12,325	13,000	13,000	-	13,000	-	
APTA Dues	66,000	33,000	33,000		33,000		
Business Expense	444	8,275	1,000	7,275	1,000	(7,275)	
Training / Subs-Gm	1,144	4,000	4,000	-	4,000	-	
Misc exp	943	5,600	5,600	-	5,600	-	
Employee Functions	27,123	25,000	25,000	-	25,000	-	
Interest exp	456	-		-	-	-	
Employee Awards	4,743	3,500	3,500	-	4,000	500	
Departing Emp gifts	549	975	1,200	(225)	1,200	225	
Paypal fees	2,348	2,500	2,500	-	2,500	-	

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY**  
**DETAILED BUDGET**

	FY 2011 ACT	Est/Act FY 2012	FY 2012 Budget	Over (Under)	FY 2013 Budget	Over (Under) FY 2013 Est/Actual	
Newsletter Expense	114	75	400	(325)	400	325	
<b>Total Miscellaneous</b>	<b>135,904</b>	<b>126,950</b>	<b>123,250</b>	<b>3,700</b>	<b>119,850</b>	<b>(7,100)</b>	<b>-6%</b>
St Marys shuttle	42,287	45,000	47,250	(2,250)	46,350	1,350	
<b>Total Purchased Transportation</b>	<b>42,287</b>	<b>45,000</b>	<b>47,250</b>	<b>(2,250)</b>	<b>46,350</b>	<b>1,350</b>	<b>3%</b>
<b>Total Other Operating Expense</b>	<b>5,666,246</b>	<b>6,241,948</b>	<b>6,957,547</b>	<b>(715,599)</b>	<b>7,356,410</b>	<b>1,114,462</b>	<b>18%</b>
Contingency			550,000	(550,000)	500,000	500,000	
<b>TOTAL FIXED ROUTE EXPENSES</b>	<b>24,138,503</b>	<b>25,279,298</b>	<b>26,926,897</b>	<b>#VALUE!</b>	<b>27,281,272</b>	<b>2,001,974</b>	<b>7.9%</b>

**Paratransit**

Wages	97,913	84,736	84,222	514	160,552	75,815
Sick Wages	1,091	2,707	3,180	(473)	5,951	3,245
Holiday Pay	4,564	4,540	4,540	-	8,470	3,930
Vacation Pay	6,369	6,424	7,244	(820)	10,628	4,203
Absence pay	-	-	199	(199)	372	372
Cafeteria Plan	4,850	4,800	4,800	-	4,800	-
FICA	1,474	1,573	1,441	132	2,697	1,124
PERS	12,210	6,842	8,664	(1,822)	19,195	12,353
Medical	11,080	7,122	10,932	(3,810)	10,932	3,810
Vision Plan- Admin	-	4,554	-	4,554	-	(4,554)
Dental	1,305	1,344	1,324	20	1,440	96
Life Insurance	860	873	853	20	900	27
SUI	1,077	664	868	(204)	1,302	638
Agency Fees/Public Info	-	500	2,040	(1,540)	510	10
Promotions	-	510	510	-	520	10
Legal Fees	784	3,169	5,100	(1,931)	3,232	63
Bank Service Charge	14		-			
Building Maint Services	1,111	2,000	5,100	(3,100)	2,040	40
Radio Maint Services	10,283	13,000	14,280	(1,280)	13,300	300



**CENTRAL CONTRA COSTA TRANSIT AUTHORITY  
DETAILED BUDGET**

	FY 2011 ACT	Est/Act FY 2012	FY 2012 Budget	Over (Under)	FY 2013 Budget	Over (Under) FY 2013 Est/Actual	
Community Van Maint	-	5,000	-	5,000	5,100	100	
Office Supply, PTF	6,304	2,850	2,850	-	2,900	50	
Gas and Electric	17,440	19,000	20,400	(1,400)	19,400	400	
Cell Phone	1,180	1,300	2,040	(740)	1,400	100	
Sales Tax	591	590	510	80	600	10	
Purchased Trans-LINK	4,803,904	4,924,000	5,201,029	(277,029)	4,924,000	-	
Purchased Trans-BART	192,515	197,000	211,150	(14,150)	197,000	-	
Training / Subscriptions	-	500	612	(112)	510	10	
Other Misc Expenses	94	400	510	(110)	400	-	
<b>Total Paratransit</b>	<b>5,177,013</b>	<b>5,295,998</b>	<b>5,594,399</b>	<b>(298,401)</b>	<b>5,398,151</b>	<b>102,153</b>	<b>2%</b>
<b>TOTAL CCCTA</b>	<b>29,315,516</b>	<b>30,575,296</b>	<b>32,521,296</b>	<b>#VALUE!</b>	<b>32,679,422</b>	<b>2,104,127</b>	<b>6.9%</b>

**RESOLUTION NO. 2012-025**  
**BOARD OF DIRECTORS**  
**CENTRAL CONTRA COSTA TRANSIT AUTHORITY**  
**STATE OF CALIFORNIA**

**ADOPTION OF FINAL FISCAL YEAR 2013 OPERATING AND CAPITAL BUDGET**  
**IN THE AMOUNT OF \$ 39,145,176**

WHEREAS, the County of Contra Costa and the Cities of Clayton, Concord, the Town of Danville, Lafayette, Martinez, the Town of Moraga, Orinda, Pleasant Hill, San Ramon and Walnut Creek (hereinafter "Member Jurisdictions") have formed the Central Contra Costa Transit Authority ("CCCTA"), a joint exercise of powers agency created under California Government Code Section 6500 et seq., for the joint exercise of certain powers to provide coordinated and integrated public transportation services within the area of its Member Jurisdictions; and

WHEREAS, the adoption of an operating and capital budget is required by the Joint Exercise of Powers Agreement and Bylaws of CCCTA, and is necessary for obtaining both Federal and State funds to support the CCCTA's transit program; and

WHEREAS, the General Manager and the Director of Finance have prepared and presented to the Board of Directors a proposed final Operating Budget for Fiscal Year 2013 in the amount of \$32,679,423, which sets forth projected revenues and expenses associated with CCCTA's operating and maintenance program; and

WHEREAS, the General Manager and Director of Finance have prepared and presented a proposed final Capital Budget for Fiscal Year 2013 in the amount of \$6,465,753.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Central Contra Costa Transit Authority adopts the Operating and Capital Budget for Fiscal Year 2013, a copy of which is attached and incorporated by this reference; and

BE IT FURTHER RESOLVED that the General Manager is directed to submit this budget to the Metropolitan Transportation Commission, together with a copy of this resolution at the earliest practicable date.

Regularly passed and adopted this 21st day of June 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Amy R. Worth, Chair, Board of Directors

ATTEST:

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Janet Madrigal, Clerk to the Board

**To:** Board of Directors

**Date:** 06-12-2012

**From:** Lisa Rettig, Senior Manager of Human Resources

**Reviewed By:**

**SUBJECT: Adjustment to Non-Represented Employees Compensation**

## **SUMMARY OF ISSUES:**

The non-represented employees consist of management and non-management administrative employees. This group of employees last received an increase on July 1, 2009. This was due to the Authority's very poor financial situation.

These non-represented employees have worked harder than ever over the last three years despite a lack of increases in compensation. As you will recall, the Authority is covering less than half of the total monthly premiums for health care with the employee picking up the remainder.

It looks reasonably certain that for FY13 the Authority can prudently afford a small increase for these non-represented employees.

The General Manager requests a 2% increase for unrepresented employees and a merit pool of \$37,600 for management employees. Management compensation increases are not automatic. Non-management employees receive increases provided they are proficient in their position. Managers receive their increase based on merit. This merit pool would be distributed to management level employees at the discretion of the General Manager.

## **FINANCIAL IMPLICATIONS:**

The cost for a 2% increase is \$30,000. This amount is included in the FY13 Budget, as is the \$37,600 merit pool.

## **COMMITTEE RECOMMENDATION:**

The A&F Committee recommends approving a 2% increase for all Administrative Salary ranges and a \$37,600 merit pool to be distributed to management level employees at the General Manager's discretion.

## **ACTION REQUESTED:**

The Board of Directors is respectfully requested approve this request and adopt resolution 2012-026

FY 2013 PAYSCALE

		<b>STEPS</b>								
<b>BI WEEKLY AMOUNTS</b>		1	2	3	4	5	6	7	8	9
<b>GRADE</b>	<b>POSITION</b>	<b>(MIN)</b>								<b>(MAX)</b>
<b>GRADE 12</b>										
	DIRECTOR OF TRANSPORTATION	3,059								5,493
	DIRECTOR OF PLANNING & TECH SERV	3,059								5,493
	DIRECTOR OF MAINTENANCE	3,059								5,493
	DIRECTOR OF FINANCE	3,059								5,493
	DIRECTOR OF ADMINISTRATION	3,059								5,493
<b>GRADE 11</b>										
	SR MGR MARKETING	2,783								3,896
	SR. MGR. OF SPECIALIZED SERVICES	2,783								3,896
	SR. MGR. OF HUMAN RESOURCES	2,783								3,896
	SR. MGR. OF ACCOUNTING	2,783								3,896
	SR. MGR. OF TECHNICAL SRVC	2,783								3,896
	SR. MGR. OF MAINTENANCE	2,783								3,896
	SR. MGR FACILITIES, STORE, PROC.	2,783								3,896
	SR. MGR. TRANSPORTATION	2,783								3,896
<b>GRADE 10</b>										
	MGR. SAFETY/TRAINING	2,396								3,354
	MGR. ACC SERVICE	2,396								3,354
	MGR. CUST SERVICE	2,396								3,354
	MGR. TRANSPORTATION	2,396								3,354
	MGR. PLANNING	2,396								3,354
	MGR. TECHNICAL SERVICES	2,396								3,354
<b>GRADE 9</b>										
	ASST. MGR. HR	2,205								2,999
	TRAINING COORDINATOR	2,205								2,999
	ASST. TO THE GENERAL MANAGER	2,205								2,999
	ADM SERV, CIVIL RIGHT CLERK	2,205								2,999
	FACILITY SUPERINTENDENT	2,205								2,999
	ASST. MGR. CUST SERVICE	2,205								2,999
<b>GRADE 8</b>										
	INSTRUCTOR/VIDEO COORD.	2,030	2,111	2,195	2,284	2,374	2,469	2,568	2,671	
	INFO SYS ADMINISTRATOR	2,030	2,111	2,195	2,284	2,374	2,469	2,568	2,671	
	LEAD SUPERVISOR	2,030	2,111	2,195	2,284	2,374	2,469	2,568	2,671	

	INSTRUCTOR	2,030	2,111	2,195	2,284	2,374	2,469	2,568	2,671
	SENIOR PLANNER	2,030	2,111	2,195	2,284	2,374	2,469	2,568	2,671
	COMMUNITY REL. SPEC.	2,030	2,111	2,195	2,284	2,374	2,469	2,568	2,671
	C.S. SUPERVISOR	2,030	2,111	2,195	2,284	2,374	2,469	2,568	2,671
	ASST. FACILITIES SUPER.	2,030	2,111	2,195	2,284	2,374	2,469	2,568	2,671
	GRAPHICS SPECIALIST	2,030	2,111	2,195	2,284	2,374	2,469	2,568	2,671
	CHIEF SCHEDULER	2,030	2,111	2,195	2,284	2,374	2,469	2,568	2,671
	BUYER	2,030	2,111	2,195	2,284	2,374	2,469	2,568	2,671
<b>GRADE 7</b>									
	PAYROLL SUPERVISOR	1,842	1,917	1,993	2,073	2,156	2,242	2,332	2,424
	SERVICE SCHEDULER	1,842	1,917	1,993	2,073	2,156	2,242	2,332	2,424
	HELP DESK & USER SUPPORT	1,842	1,917	1,993	2,073	2,156	2,242	2,332	2,424
	HR SPECIALIST	1,842	1,917	1,993	2,073	2,156	2,242	2,332	2,424
	SR. ACCOUNTING ASSIST.	1,842	1,917	1,993	2,073	2,156	2,242	2,332	2,424
	TRANSPORTATION COORDINATOR	1,842	1,917	1,993	2,073	2,156	2,242	2,332	2,424
<b>GRADE 6</b>									
	DATA ANALYST	1,676	1,744	1,813	1,886	1,962	2,039	2,121	2,205
	ASST. SCHEDULER	1,676	1,744	1,813	1,886	1,962	2,039	2,121	2,205
	PAYROLL SPECIALIST	1,676	1,744	1,813	1,886	1,962	2,039	2,121	2,205
	ADMIN ASST. III	1,676	1,744	1,813	1,886	1,962	2,039	2,121	2,205
	SENIOR CUSTOMER SERVICE REP	1,676	1,744	1,813	1,886	1,962	2,039	2,121	2,205
<b>GRADE 5</b>									
	EXECUTIVE SECRETARY	1,524	1,586	1,648	1,714	1,783	1,855	1,929	2,005
	C.S REP.	1,524	1,586	1,648	1,714	1,783	1,855	1,929	2,005
	ADA SPECIALIST	1,524	1,586	1,648	1,714	1,783	1,855	1,929	2,005
	ADMIN ASST. II	1,524	1,586	1,648	1,714	1,783	1,855	1,929	2,005
<b>GRADE 4</b>									
	SCH. DISTR. CLERK	1,384	1,439	1,497	1,556	1,618	1,683	1,751	1,821
<b>GRADE 3</b>									
	SECRETARY/RECEPTIONIST	1,256	1,306	1,359	1,413	1,469	1,529	1,589	1,653
	DATA PROCESSING SPEC.	1,256	1,306	1,359	1,413	1,469	1,529	1,589	1,653
	FACILITY WORKER	1,256	1,306	1,359	1,413	1,469	1,529	1,589	1,653
	LEAD CUSTODIAN	1,256	1,306	1,359	1,413	1,469	1,529	1,589	1,653
<b>GRADE 2</b>									
	CUSTODIAN	1,143	1,188	1,236	1,286	1,337	1,391	1,446	1,504
<b>GRADE 1</b>									
	OFFICE ASSISTANT/FILE CLERK	1,038	1,081	1,123	1,170	1,216	1,264	1,315	1,368

**FY 2013 PAYSCALE**

GRADE	POSITION	STEPS								
		1 (MIN)	2	3	4	5	6	7	8	9 (MAX)
<b>GRADE 12</b>										
	DIRECTOR OF TRANSPORTATION	79,530								142,810
	DIRECTOR OF PLANNING & TECH SERV	79,530								142,810
	DIRECTOR OF MAINTENANCE	79,530								142,810
	DIRECTOR OF FINANCE	79,530								142,810
	DIRECTOR OF ADMINISTRATION	79,530								142,810
<b>GRADE 11</b>										
	SR MGR MARKETING	72,363								101,302
	SR. MGR. OF SPECIALIZED SERVICES	72,363								101,302
	SR. MGR. OF HUMAN RESOURCES	72,363								101,302
	SR. MGR. OF ACCOUNTING	72,363								101,302
	SR. MGR. OF TECHNICAL SRVC	72,363								101,302
	SR. MGR. OF MAINTENANCE	72,363								101,302
	SR. MGR FACILITIES, STORE, PROC.	72,363								101,302
	SR. MGR. TRANSPORTATION	72,363								101,302
<b>GRADE 10</b>										
	MGR. SAFETY/TRAINING	62,287								87,207
	MGR. ACC SERVICE	62,287								87,207
	MGR. CUST SERVICE	62,287								87,207
	MGR. TRANSPORTATION	62,287								87,207
	MGR. PLANNING	62,287								87,207
	MGR. TECHNICAL SERVICES	62,287								87,207
<b>GRADE 9</b>										
	ASST. MGR. HR	57,339								77,971
	TRAINING COORDINATOR	57,339								77,971
	ASST. TO THE GENERAL MANAGER	57,339								77,971
	ADM SERV, CIVIL RIGHT CLERK	57,339								77,971
	FACILITY SUPERINTENDENT	57,339								77,971
	ASST. MGR. CUST SERVICE	57,339								77,971
<b>GRADE 8</b>										
	INSTRUCTOR/VIDEO COORD.	52,780	54,880	57,069	59,378	61,717	64,206	66,755	69,454	
	INFO SYS ADMINISTRATOR	52,780	54,880	57,069	59,378	61,717	64,206	66,755	69,454	
	LEAD SUPERVISOR	52,780	54,880	57,069	59,378	61,717	64,206	66,755	69,454	
	INSTRUCTOR	52,780	54,880	57,069	59,378	61,717	64,206	66,755	69,454	
	SENIOR PLANNER	52,780	54,880	57,069	59,378	61,717	64,206	66,755	69,454	

	COMMUNITY REL. SPEC.	52,780	54,880	57,069	59,378	61,717	64,206	66,755	69,454
	C.S. SUPERVISOR	52,780	54,880	57,069	59,378	61,717	64,206	66,755	69,454
	ASST. FACILITIES SUPER.	52,780	54,880	57,069	59,378	61,717	64,206	66,755	69,454
	GRAPHICS SPECIALIST	52,780	54,880	57,069	59,378	61,717	64,206	66,755	69,454
	CHIEF SCHEDULER	52,780	54,880	57,069	59,378	61,717	64,206	66,755	69,454
	BUYER	52,780	54,880	57,069	59,378	61,717	64,206	66,755	69,454
<b>GRADE 7</b>									
	PAYROLL SUPERVISOR	47,892	49,841	51,821	53,890	56,049	58,298	60,637	63,036
	SERVICE SCHEDULER	47,892	49,841	51,821	53,890	56,049	58,298	60,637	63,036
	HELP DESK & USER SUPPORT	47,892	49,841	51,821	53,890	56,049	58,298	60,637	63,036
	HR SPECIALIST	47,892	49,841	51,821	53,890	56,049	58,298	60,637	63,036
	SR. ACCOUNTING ASSIST.	47,892	49,841	51,821	53,890	56,049	58,298	60,637	63,036
	TRANSPORTATION COORDINATOR	47,892	49,841	51,821	53,890	56,049	58,298	60,637	63,036
<b>GRADE 6</b>									
	DATA ANALYST	43,574	45,343	47,142	49,032	51,011	53,020	55,149	57,339
	ASST. SCHEDULER	43,574	45,343	47,142	49,032	51,011	53,020	55,149	57,339
	PAYROLL SPECIALIST	43,574	45,343	47,142	49,032	51,011	53,020	55,149	57,339
	ADMIN ASST. III	43,574	45,343	47,142	49,032	51,011	53,020	55,149	57,339
	SENIOR CUSTOMER SERVICE REP	43,574	45,343	47,142	49,032	51,011	53,020	55,149	57,339
<b>GRADE 5</b>									
	EXECUTIVE SECRETARY	39,615	41,235	42,854	44,563	46,363	48,222	50,141	52,121
	C.S REP.	39,615	41,235	42,854	44,563	46,363	48,222	50,141	52,121
	ADA SPECIALIST	39,615	41,235	42,854	44,563	46,363	48,222	50,141	52,121
	ADMIN ASST. II	39,615	41,235	42,854	44,563	46,363	48,222	50,141	52,121
<b>GRADE 4</b>									
	SCH. DISTR. CLERK	35,987	37,426	38,925	40,455	42,074	43,754	45,523	47,352
<b>GRADE 3</b>									
	SECRETARY/RECEPTIONIST	32,658	33,947	35,327	36,736	38,206	39,765	41,325	42,974
	DATA PROCESSING SPEC.	32,658	33,947	35,327	36,736	38,206	39,765	41,325	42,974
	FACILITY WORKER	32,658	33,947	35,327	36,736	38,206	39,765	41,325	42,974
	LEAD CUSTODIAN	32,658	33,947	35,327	36,736	38,206	39,765	41,325	42,974
<b>GRADE 2</b>									
	CUSTODIAN	29,719	30,888	32,148	33,438	34,757	36,167	37,606	39,105
<b>GRADE 1</b>									
	OFFICE ASSISTANT/FILE CLERK	26,990	28,100	29,209	30,409	31,608	32,868	34,187	35,567

**RESOLUTION NO. 2012-026**

**BOARD OF DIRECTORS  
CENTRAL CONTRA COSTA TRANSIT AUTHORITY  
STATE OF CALIFORNIA**

\* \* \*

**AUTHORIZES FY2012-13 ANNUAL ADJUSTMENT  
TO ADMINISTRATIVE STAFF SALARIES  
AND ESTABLISHES A MANAGEMENT MERIT POOL**

WHEREAS, the County of Contra Costa and the Cities of Clayton, Concord, the Town of Danville, Lafayette, Martinez, the Town of Moraga, Orinda, Pleasant Hill, San Ramon and Walnut Creek (hereinafter "Member Jurisdictions") have formed the Central Contra Costa Transit Authority ("CCCTA"), a joint exercise of powers agency created under California Government Code Section 6500 *et seq.*, for the joint exercise of certain powers to provide coordinated and integrated public transportation services within the area of its Member Jurisdictions; and

WHEREAS, the General Manager has recommended an adjustment to the non-management administrative staff salary ranges to reflect a 2% increase to be effective July 1, 2012, as set forth in Exhibit A; and

WHEREAS, the General Manager has recommended an adjustment of the salary ranges of the management grades to increase by 2% from the FY2012-13 rates effective July 1, 2012 as set forth in Exhibit A; and

WHEREAS, the General Manager has requested the establishment of a management staff merit pool not to exceed \$37,600 with authority to award salary increases to individual management staff based upon performance; and

WHEREAS, the Administration & Finance Committee recommends that the Board of Directors adopt the recommendations of the General Manager.

NOW, THEREFORE, BE IT RESOLVED that the CCCTA Board of Directors approves the adjustments to the salary ranges for administrative staff and management grades as set forth in the FY2012-13 Annual Pay Scale attached hereto and incorporated herein as Exhibit A, to be effective July 1, 2012.

BE IT FURTHER RESOLVED that the Board of Directors authorizes the establishment of a management staff merit pool not to exceed \$37,600 and authorizes the General Manager to exercise his discretion to award merit increases to individual management staff based upon performance.

Regularly passed and adopted this 21st day of June 2012 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

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Amy R. Worth, Chair, Board of Directors

ATTEST:

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Janet Madrigal, Clerk to the Board



**RESOLUTION NO. 2012-029**

**BOARD OF DIRECTORS CENTRAL CONTRA COSTA TRANSIT AUTHORITY  
STATE OF CALIFORNIA**

\* \* \*

**DECLARES AN EFFECTIVE DATE FOR COMPENSATION ADJUSTMENT  
FOR THE GENERAL MANAGER FOR FY 2012-13**

WHEREAS, the County of Contra Costa and the Cities of Clayton, Concord, the Town of Danville, Lafayette, Martinez, the Town of Moraga, Orinda, Pleasant Hill, San Ramon and Walnut Creek (hereinafter "Member Jurisdictions") have formed the Central Contra Costa Transit Authority ("CCCTA"), a joint exercise of powers agency created under California Government Code Section 6500 *et seq.*, for the joint exercise of certain powers to provide coordinated and integrated public transportation services within the area of its Member Jurisdictions; and

WHEREAS, the Board of Directors is in the process of the annual review of the General Manager's performance and compensation, which may not be completed by July 1, 2012; and

WHEREAS, because the General Manager's annual performance review is currently underway, any modifications to the General Manager Employment Agreement, including adjustments to the General Manager's compensation package for Fiscal Year 2012-13 are still uncertain and undetermined.

NOW, THEREFORE, BE IT RESOLVED that in consideration of the future services to be rendered by the General Manager, the Board of Directors hereby determines that any adjustments to the General Manager's compensation or other modifications to the General Manager Employment Agreement as may be subsequently approved by the Board shall be effective as of July 1, 2012; and

BE IT FURTHER RESOLVED that pending the completion of the annual review, all terms and conditions of the General Manager Employment Agreement dated July 1, 2007 shall remain in full force and effect.

Regularly passed and adopted this 21<sup>st</sup> day of June 2012, by the following vote.

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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Amy R. Worth, Chair, Board of Directors

ATTEST:

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Janet Madrigal, Clerk to the Board

To: Board of Directors

Date: June 14, 2012

From: Anne Muzzini, Director of Planning & Marketing

Reviewed by:

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**SUBJECT:** Transit Access Improvement Study - Consultant Selection

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**Background:**

In FY 2011 CCCTA was awarded a competitive planning grant in the amount of \$113,000 from Caltrans to conduct a transit access improvement study. The Study will identify the top 50 bus stops for access improvements based on ridership, census data, and need for improved pedestrian, bike, and disabled access. It will include public and driver workshops and finally present preliminary design and amenity improvements for the each of the stops. Plans for the top 50 bus stops will be used to obtain capital grants for stop improvements and to support City efforts to improve walkability, connectivity, transit use. The study will help focus discussions with local jurisdictions as new development occurs and complete street projects are implemented.

**Summary of Issues:**

In April a request for proposal (RFP) was issued and eight responses were received. Staff used the following criteria and weighting to evaluate them.

- Firm Experience, including Technical Competence demonstrated on Past Projects – 30%
- Qualifications and Experience of Key Personnel – 45%
- Approach to Scope of Services - 15%
- Cost Proposal – 10%

Because the project amount was included in the RFP the prices were very similar and evaluation focused on getting the best plan for the budgeted amount. TJKM Transportation Consultants scored the highest because of the experience and strength of the team in the area of pedestrian, bike, and transit connectivity. The TJKM team excelled in their experience using geographical information system (GIS) software as well as “ViaCity” a GIS-based connectivity measurement software program. These tools will be used evaluate the best locations for bus stop improvements given socioeconomic, ridership and related criteria. The team includes engineers with experience preparing design plans for complete streets and transit centers.

The consultant has experience and good references in Contra Costa County and they were responsible development of the City of Pleasant Hill Bicycle and Pedestrian Plan.

**Recommendation:**

The MP&L Committee recommends that the Board authorize the General Manager to enter into a contract with TJKM Transportation Consultants to complete CCCTA's Access Improvement Plan.

Options:

- 1) Approve recommendation
- 2) Decline recommendation
- 3) Other

**RESOLUTION NO. 2012-027**

**BOARD OF DIRECTORS, CENTRAL CONTRA COSTA TRANSIT AUTHORITY  
STATE OF CALIFORNIA**

**AUTHORIZING AWARD OF CONTRACT FOR CONSULTING SERVICES TO TJKM  
TRANSPORTATION CONSULTANTS FOR TRANSIT ACCESS IMPROVEMENT STUDY  
IN AN AMOUNT NOT TO EXCEED \$113,000**

WHEREAS, the County of Contra Costa and the Cities of Clayton, Concord, the Town of Danville, Lafayette, Martinez, the Town of Moraga, Orinda, Pleasant Hill, San Ramon and Walnut Creek (hereinafter "Member Jurisdictions") have formed the Central Contra Costa Transit Authority ("CCCTA"), a joint exercise of powers agency created under California Government Code Section 6500 et seq., for the joint exercise of certain powers to provide coordinated and integrated public transportation services within the area of its Member Jurisdictions; and

WHEREAS, CCCTA released a Request for Proposals for professional services to prepare a Transit Access Improvement Plan; and

WHEREAS, eight proposals were submitted and determined to be responsive to CCCTA's requirements; and

WHEREAS, the proposals were evaluated based upon the criteria specified in the RFP, with TJKM Transportation Consultants rated the highest based upon firm experience, team experience, approach to the project and cost proposal; and

WHEREAS, the Marketing Planning and Legislative Committee concurs in the staff recommendation for award of contract to TJKM Transportation Consultants to perform the desired services;

WHEREAS, adequate funding is available for this project from a Caltrans Grant Program for Urban Transit Planning Studies;

NOW, THEREFORE, BE IT RESOLVED that the Central Contra Costa Transit Authority Board of Directors hereby authorizes the General Manager to enter into a professional services agreement with TJKM Transportation Consultants in a form approved by Legal Counsel, in an amount not to exceed \$113,000, for the development of a Transit Access Improvement Plan.

Regularly passed and adopted this 21st day of June, 2012, by the following vote.

AYES:

NOES:

ABSTENTIONS:

ABSENT:

\_\_\_\_\_  
Amy R. Worth, Chair, Board of Directors

ATTEST:

\_\_\_\_\_  
Janet Madrigal, Clerk to the Board

**TO:** Board of Directors

**DATE:** June 12, 2012

**FROM:** Rick Ramacier  
General Manager

**SUBJECT:** One Year Extension of the  
LINK Paratransit Service  
Contract with First Transit

### **Summary**

The current contract between County Connection and First Transit to provide LINK operation and maintenance service allows for one more one year extension. If exercised, this would be the third and final extension under the current five year contract. If an extension is not exercised, the current contract would expire at the end of this June. Based on the good performance of First Transit and the good and reasonable price to County Connection for a one year extension, staff recommends that the Board of Directors authorize the General Manager to sign a one year contract extension with First Transit for the operation and maintenance of the County Connection LINK service. This extension is based on the existing contract – attached – as well as discussion in this memo. Finally, the one year extension would be to form per County Connection Legal Counsel.

### **Background**

Over the life of this current contract with First Transit, their performance has been acceptable in terms of productivity, excellent in terms of customer service and safety, and excellent in terms of contractor responsiveness. And, they have worked very hard during these difficult financial times to contain costs. In fact, First Transit has forgone contract rate increases that they may have been entitled to. In short, First Transit has done a very good job of doing what we asked them to do and a great job in serving our LINK customers.

### **Important Trends in Paratransit Service Delivery**

For the past 30 years or so, the almost exclusive business model in paratransit service delivery has been one like the one followed by County Connection. This model entails the following main characteristics:

- Public Entity budget and plans service
- Public Entity procures capital equipment – including vehicles
- Public Entity contracts with private paratransit organization to provide operations and maintenance and pays fixed and hourly costs.
- Service provided primarily with small to medium sized vehicles with the goal of maximizing group trips where possible.
- Service scheduled using one of a handful of well known paratransit scheduling software products.

- Service provided by private organization using their own direct employees – often unionized.

Within the last few years, a far different paratransit service delivery model has developed and is in place in a few notable areas. This model is summarized below with the key difference from the traditional model in *italics*:

- Public Entity budget and plans service
- *Private company provides centralized dispatch service that links individual user with necessary vehicle type and driver.*
- *Private company finds and fully certifies drivers and vehicles.*
- *Private company pays independent drivers by the trip.*
- *Private company charges public entity by the trip and not by the hour. There are no fixed costs to the public entity.*
- *Public Entity does not purchase or provide vehicles, a maintenance facility, or a dispatch office.*
- *Private company has few employees, drivers are independent sub-contractors responsible for their own vehicle maintenance.*

This paratransit service delivery model is almost exclusively being offered by one company, American Logistics (ALC). MV Transportation – one of the large traditional paratransit contractors- has begun to try this new model in Dallas. Other areas that are using the new model to provide some or all of their paratransit service include North San Diego, Orange County, San Joaquin County, and Livermore-Amador Valley Transit Authority (LAVTA) among others. All of these transit systems verbally report cost savings of up to 30% per trip. Less is known about service quality at this time. Staff is researching greater information on costs, service quality, and contract performance.

Any change in paratransit contractors can be disruptive to users and challenging for the public entity making the change. This becomes magnified when changing service delivery models. Nonetheless, any new service delivery model that appears to be saving public entities 30% in trip costs deserves examination and possible consideration.

For County Connection to properly review moving towards this new service delivery option, additional time is needed to review other implementations of it thoroughly and to determine its appropriateness for us. This would further underscore the recommendation to extend the First Transit contract for the last year of the current contract.

### **Limited Opportunity to Evaluate the Alternative Service Model in the Real World**

County Connection staff and Tri Delta staff have been in discussions about the possibility of having ALC take over the joint regional trips (hand-offs). Right now, these trips are provided by both agencies with a hand off at either the Bay Point BART Station or the North Concord/Martinez BART Station. The staffs of both agencies think it would be significantly cheaper to have ALC handle these trips for us and bill each of us by the trip on a pro rata share basis. However, we still have to run the hard numbers before we can document the expected savings. Thus, staff recommends that the one year contract extension with First Transit

accommodate a later possible transition to ALC for these joint County Connection-Tri Delta Transit trips at some point during the one year extension.

A somewhat similar opportunity exists with LAVTA involving Danville and San Ramon. Likewise, the Frist Transit contract extension should accommodate that possibility.

### **New Contract Rate Request**

After a fair amount of discussion with County Connection staff, First Transit has formally requested a rate increase of 2%. You may recall that there is a fixed monthly rate and an hourly rate charged for service. First Transit requests this increase to keep up with their costs of meeting our contract. This includes fuel costs increases, insurance cost increases, as well as parts and supplies. They did not receive a rate increase in FY12 over FY11. This was in recognition of our financial challenges.

First Transit further justifies their request based in their strong effort to become more productive. They would have you note that they have worked to improve their productivity by 2.7 % in FY12 over FY11 – through April of both years. This means that it has taken First Transit 79,533 in service hours in FY12 compared to 82,696 service hours in FY11 – a difference of -2,971 - to serve the same number of passengers. Using the current marginal hourly rate we pay for service today, this increased productivity has saved us roughly \$96,535 over 10 months. This exceeds the projected annual cost of just over \$82,000 to County Connection to accommodate the 2% rate increase (assuming no increases in productivity for FY13). This excludes the 2% increase in the hours supplied to BART for their ADA service and St. Mary's College. In each of those cases, the 2% increases would be picked by each respective party per out contracts with them.

In short, the increase in productivity pays for the rate increase from First Transit. Given that, and the fact that First Transit received no rate increase from FY11 to FY12, staff finds this rate increase reasonable, affordable, and within the context of the existing contract. The existing contract between County Connection and First Transit calls for annual increases in a manner consistent with CPI. First Transit maintains that the February 2011 to February 2012 Bay Area CPI is ran at 2.9%.

### **O&S Committee & Staff Recommendation**

The O&S Committee and staff recommend that County Connection extend the current contract with First Transit for the provision of LINK service with a 2% rate increase. It is further recommended that all of the terms and conditions remain accept that we ensure the right for County Connection during this extension to use a another provider (i.e ALC) in conjunction with Tri-Delta Transit for joint trips as noted above or for similar trips with LAVTA. However, this would only be exercised after First Transit is given an opportunity to rebid these trips. First Transit is currently the paratransit Contractor for Tri Delta Transit.

The staff justification for this recommendation is that we find this proposed extension to be economically reasonable and prudent, and that we find the performance of First Transit over the past four years to be excellent.

## **Financial Impact**

As noted above, the 2% rate increase is offset by productivity gains. The new marginal rate will be \$31.13 per service hour compared to \$30.52 per service hour today. Overall, the draft FY13 County Connection budget contains \$5,121,000 for purchased transportation (LINK contract) to cover County Connection ADA paratransit service, BART ADA paratransit service done by LINK, and the St. Mary's Shuttle. With the First Transit productivity gains, the 2% rate increase can be accounted for within the existing draft FY13 budget. The extension will have a not to exceed clause of \$5,425,000 total. This is to allow for coverage of unanticipated increases in ADA paratransit demand that must be met per federal civil rights law.

## **Options**

1. Adopt Resolution No. 2012-028 as recommended by the O&S Committee and staff.
2. Declined the recommendation and go out to bid.
3. Take some other action as determined.

## **Action Requested**

The O&S Committee and staff respectfully request that the Board of Directors adopt Resolution No. 2012-028.



**FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES  
ADA PARATRANSIT SERVICES, BART ADA SERVICE, ROUTE 250  
AND ROUTE 8  
BETWEEN CCCTA AND FIRST TRANSIT, INC.**

THIS FIRST AMENDMENT is made as of the 1st day of July, 2011, by and between CENTRAL CONTRA COSTA TRANSIT AUTHORITY ("AUTHORITY") and FIRST TRANSIT, INCORPORATED, a division of FirstGroup America, ("CONTRACTOR").

WHEREAS, as authorized by Resolution No. 2009-027, on May 21, 2009 AUTHORITY AND CONTRACTOR entered into an Agreement for Professional Services in connection with the provision of ADA paratransit services ("County Connection LINK"), BART Complementary Paratransit Service, Route 250 ("Gael Rail Shuttle") and Route 8 ("Monument Community Shuttle") for a two-year term expiring June 30, 2011, with three possible one-year extensions to be negotiated at AUTHORITY's election ("Agreement"); and

WHEREAS, AUTHORITY staff has found the performance of CONTRACTOR to be satisfactory during the initial term of the Agreement, and has negotiated the first one-year extension of the Agreement with Contractor; and

WHEREAS, by Resolution No. 2011-013 the Board of Directors authorized execution of this First Amendment.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. **Term.** Section 2 of the Agreement is modified to extend the term of the Agreement for one year, commencing July 1, 2011 and expiring June 30, 2012, subject to earlier termination as provided for in the Agreement.
2. **Compensation.** Compensation for services during the first extension of the Agreement shall be at the same fixed and hourly costs as the original term. Provided, however, that the cost of fuel is


capped at \$4.00 per gallon, an increase of \$0.50 from the fuel cap that applied in the original contract term. AUTHORITY will reimburse fuel based upon the actual cost, subject to the cap, based upon submission of CONTRACTOR's invoice accompanied by the monthly fuel bill.

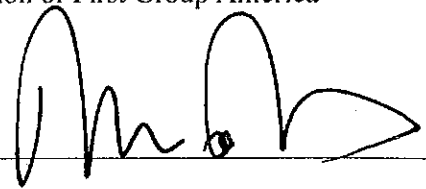
3. Except as expressly modified by this First Amendment, all terms and conditions contained in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Agreement by their duly authorized officers as of the day and year first above written.

AUTHORITY:  
CENTRAL CONTRA COSTA TRANSIT  
AUTHORITY

CONTRACTOR:  
FIRST TRANSIT, INCORPORATED  
a division of First Group America

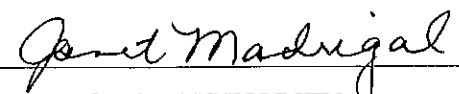
By: 

By: 

Title: General Manager

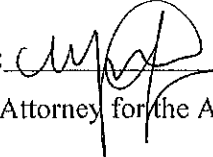
Title: SENIOR VICE PRESIDENT

ATTEST:

By:   
Secretary for the AUTHORITY

\*By: \_\_\_\_\_

APPROVED AS TO FORM:

By:   
Attorney for the AUTHORITY

Title: \_\_\_\_\_

\* If the CONTRACTOR is a Corporation, two officers of the corporations consisting of one from each of the following categories must sign the agreement: 1) the President, Vice President or Board Chair and 2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer. If only one officer signs or an individual not specified above, the CONTRACTOR will submit satisfactory evidence that the individual is authorized to sign for and bind the corporation.

AGREEMENT FOR PROFESSIONAL SERVICES  
ADA PARATRANSIT SERVICES, BART ADA SERVICE, ROUTE 250  
AND ROUTE 8  
BETWEEN CCCTA AND FIRST TRANSIT, INC.

THIS AGREEMENT is made as of the 21<sup>st</sup> day of May, 2009, by and between CENTRAL CONTRA COSTA TRANSIT AUTHORITY ("AUTHORITY") and FIRST TRANSIT, INCORPORATED, a division of FirstGroup America, ("CONTRACTOR").

WHEREAS, the Board of Directors desires to obtain professional services in connection with the provision of ADA paratransit services ("County Connection LINK"), BART Complementary Paratransit Service, Route 250 ("Gael Rail Shuttle") and Route 8 ("Monument Community Shuttle") and has issued a Request for Proposals dated February 27, 2009, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the CONTRACTOR desires to furnish such services and submitted a written proposal dated April 10, 2009 a copy of which is attached and incorporated as Exhibit B.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

The CONTRACTOR agrees to provide professional services to the AUTHORITY in accordance with the terms and conditions of this Agreement. Consultant represents and warrants that (1) it is experienced and qualified to perform such services; (2) it holds all licenses and certifications in good standing that may be required under applicable law or regulations to perform the work; and (3) it will retain all such licenses and certifications in active status throughout the duration of this engagement.

2. TERM

The CONTRACTOR shall commence the services for an initial period of 2 years under this Agreement upon the effective date of a written Notice to Proceed from the AUTHORITY. The CCCTA may exercise its option to extend the contract for three (3) additional 1-year terms pursuant to the contract document.

3. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, schedules and other materials prepared, or in the process of being prepared, for the services to be performed by CONTRACTOR shall be and are the property of the AUTHORITY. The AUTHORITY shall be entitled to access to and copies of these materials during the progress of the work. Any such materials remaining in the hands of the CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the AUTHORITY. If any materials are lost, damaged or destroyed before final delivery to the AUTHORITY, the CONTRACTOR shall replace them at its own expense and the CONTRACTOR assumes all risks of loss, damage or destruction of or to such materials. The CONTRACTOR may retain a copy of all material produced under this Agreement for its use in its general business activities.

4. CONFIDENTIALITY

Any AUTHORITY materials to which the CONTRACTOR has access or materials prepared by the CONTRACTOR during the course of this Agreement ("confidential information") shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent disclosure of confidential information to anyone except the officers, employees and agents of the CONTRACTOR as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

CONTRACTOR shall not release any reports, information or promotional materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the AUTHORITY General Manager.

5. KEY PERSONNEL

It is understood and agreed by the parties that at all times during the term of this Agreement that Mary Walker shall serve as the primary staff person of the CONTRACTOR to undertake, render, and oversee all of the services under this Agreement.

6. USE OF SUBCONTRACTORS

CONTRACTOR shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the AUTHORITY, except for service firms engaged in drawing, reproduction, typing and printing. CONTRACTOR shall be solely responsible for reimbursing any subcontractors and the AUTHORITY shall have no obligation to them.

7. CHANGES

The AUTHORITY may, at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 10 or in the time of required performance as set forth in the contract documents, or both. In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, CONTRACTOR shall so advise the AUTHORITY immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. This notice shall be given the AUTHORITY prior to the time that

CONTRACTOR performs work or services related to the proposed adjustment in compensation. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

8. RESPONSIBILITY; INDEMNIFICATION

CONTRACTOR shall indemnify, keep and save harmless the AUTHORITY, and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONTRACTOR caused by an act or omission of the CONTRACTOR or its employees, subcontractors or agents. CONTRACTOR further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other incurred costs and expenses. If any judgment is rendered against the AUTHORITY or any of the other individuals enumerated above in any such action, CONTRACTOR shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination of the Agreement.

9. INSURANCE

A. Workers' Compensation. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws where applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Prior to commencement of work under this Agreement by any such employee, CONTRACTOR shall deliver to AUTHORITY a Certificate of Insurance that shall stipulate that 30 days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to AUTHORITY.

B. General Liability Insurance covering any loss or liability, including the cost of defense of any action, for Bodily Injury, Death, Personal Injury and Property Damage which may arise

out of operations of the CONTRACTOR in connection with the performance of this contract. The policy will include coverage for bodily injury and property damage liability subject to the standard provisions and exclusions of the Commercial General Liability Policy Form and endorsed for premises, operations, products and completed operations. The policy or policies shall provide a minimum limit of \$15 million each occurrence.

C. Automobile Liability insurance covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle, whether or not owned by CONTRACTOR, on or off AUTHORITY premises. The policy or policies shall provide a minimum limit of \$15 million each accident. Additionally, all revenue vehicles will be insured against comprehensive and collision damage satisfactory to CCCTA.

With respect to the coverages under subsections B and C of this section, the policies will name as additional insured with respect to Contractor's services under this Agreement, the AUTHORITY and its directors, officers, employees and agents. The Insurer(s) will agree that its policies are Primary Insurance and that it will be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering AUTHORITY.

Inclusion of AUTHORITY as an additional insured shall not in any way affect its rights as respect to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policies will protect CONTRACTOR and AUTHORITY in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.

Prior to commencement of work under this Agreement, CONTRACTOR shall deliver to AUTHORITY a Certificate of Insurance, which will indicate compliance with the insurance requirements

of this paragraph and shall stipulate that 30 days advance written notice of cancellation, non-renewal or reduction in limits shall be given to AUTHORITY.

D. Self-Insurance Self-insurance and self-insured retentions in insurance policies are subject to separate approval by CCCTA upon review or evidence of CONTRACTOR'S financial capacity. Such programs must provide at least the same coverage and protection required above.

E. Crime Insurance (Employee Theft)

Contractor will provide crime insurance, including coverage for Contractor's employee dishonesty and theft of money and securities from any inside location or outside messenger with the following limits of liability:

Employee Dishonesty:	[\$250,000]
Depositors' Forgery	[\$250,000]
Off and On Premises	[\$ 50,000]
Computer Fraud	[\$250,000]

With the permission of CCCTA, a deductible of up to \$25,000 may be permitted on any of the above coverages. Contractor covenants that it shall reimburse CCCTA for any and all losses within said deductible plus the cost to prove the loss, accountants' fees, defense costs, and attorneys' fees associated therewith. Contractor shall be responsible for and shall indemnify CCCTA from and hold it harmless against any and all such costs and expenses.

CCCTA shall be named as a joint loss payee on the policy. Prior to the commencement of work, a certificate evidencing this coverage shall be furnished to CCCTA by the Contractor. The policy shall also



provide that the Contractor's policy will not be cancelled or coverage reduced without sixty days' prior written notice to CCCTA.

F. Failure to Procure Insurance Contractor's failure to procure and maintain required insurance will be a material breach of the contract and CCCTA may immediately terminate.

#### 10. COMPENSATION

The CONTRACTOR agrees to perform all of the services included in Section 2 for fixed and hourly costs in its proposal for each service, which sum shall include all labor, materials, taxes, profit, overhead, insurance, subcontractor costs and other costs and expenses incurred by the CONTRACTOR.

#### 11. MANNER OF PAYMENT

CONTRACTOR shall submit monthly invoices, detailing the services performed during the billing period. CCCTA will endeavor to pay approved invoices within thirty (30) days of their receipt.

#### 12. ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act.

#### 13. CLEAN WATER AND AIR REQUIREMENTS

(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et. seq., and the Clear Air Act, as amended, 42 U.S.C. §§ 7401, et. seq. The Contractor agrees to report each violation to the CCCTA and understands and agrees that the CCCTA will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in part or in whole with federal assistance provided by the FTA.

#### 14. LOBBYING

Contractor shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Contractor shall certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures shall be forwarded to the CCCTA. Contractor shall ensure that all of its Subcontractors under this Contract shall certify the same. Prior to execution of this Agreement, Contractor shall submit the "Certification for Federal Aid Contracts," included in the contract documents. The CCCTA is responsible for keeping the certification of the Contractor, who is in turn responsible for keeping the certification forms of subcontractors.

#### 15. ACCESS TO RECORDS AND REPORTS

Contractor shall provide all authorized representatives of the CCCTA, the FTA, and the Comptroller General of the United States access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, copies, examinations, excerpts and transcriptions. Contractor also agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain the same until the

CCCTA, the FTA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

16. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (15) dated October, 2008) between the CCCTA and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

17. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(a) The CCCTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the CCCTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801, et seq., and U.S. DOT regulations, "Program

Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two-clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## 19. PRIVACY ACT

The following requirements apply to Contractor and any of its employees that may administer any system of records on behalf of the Federal Government under any contract:

(a) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, U.S.C. §552a. Among other things, the Contractor agrees to obtain the express consent of the

Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(b) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

## 20. CIVIL RIGHTS REQUIREMENTS.

### Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

### Equal Employment Opportunity

The following equal employment opportunity requirements apply:

#### (a) Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts

60 et seq. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### 21. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220. 1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CCCTA requests, which would cause the CCCTA to be in violation of the FTA terms and conditions.

#### 22. CONTRACTOR'S STATUS

Neither the CONTRACTOR nor any party contracting with the CONTRACTOR shall be deemed to be an agent or employee of the AUTHORITY. The CONTRACTOR is and shall be an independent contractor, and the legal relationship of any person performing services for the CONTRACTOR shall be one solely between that person and the CONTRACTOR.

#### 23. ASSIGNMENT

CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of AUTHORITY.

#### 24. AUTHORITY WARRANTIES

The AUTHORITY makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

25. AUTHORITY REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of the AUTHORITY, the General Manager of the AUTHORITY, or such person or persons as he shall designate in writing from time to time, shall represent and act for the AUTHORITY.

26. TERMINATION

The AUTHORITY shall have the right to terminate this Agreement for convenience or default at any time by giving written notice to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a default by CONTRACTOR, the AUTHORITY shall pay to CONTRACTOR in accordance with the provisions of Section 10 all sums actually due and owing from AUTHORITY for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by CONTRACTOR to effect such termination. If the Agreement is terminated for default, the AUTHORITY shall remit final payment to CONTRACTOR in an amount to cover only those services performed and expenses incurred in full accordance with the terms and conditions of this Agreement up to the effective date of termination.

27. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

All Contractor and subcontractors costs incurred in the performance of this Contract will be subject to audit. Contractor and its subcontractors shall permit the Authority, or its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy Contractor's books, work,



documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the Contractor pursuant to this Agreement. The Contractor shall also provide such assistance as may be required in the course of such audit. Contractor shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by the Authority's auditor or staff that reimbursement of any costs including profit or fee under this Contract was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the Contractor agrees to reimburse the Authority for those costs within sixty (60) days of written notification by the Authority.

#### 28. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

#### 29. NON-DISCRIMINATION ASSURANCE

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the Contractor to carry out

these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Authority deems appropriate. The Contractor shall obtain the same assurances from its joint venture partners, subcontractors, and subcontractors by including this assurance in all subcontracts entered into under this Agreement.

### 30. CONFLICT OF INTEREST

Contractor warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this Agreement. The Contractor further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, Contractor may be required to publicly disclose financial interests under the Authority's Conflict of Interest Code. Contractor agrees to promptly submit a Statement of Economic Interest on the form provided by Authority upon receipt.

No person previously in the position of Director, Officer, employee or agent of the Authority may act as an agent or attorney for, or otherwise represent, Contractor by making any formal or informal appearance, or any oral or written communication, before the Authority, or any Officer or employee of the Authority, for a period of 12 months after leaving office or employment with the Authority if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant or contract.

### 31. NOTICES

All communications relating to the day-to-day activities of the project shall be exchanged between the AUTHORITY's General Manager and the CONTRACTOR's representative.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the AUTHORITY:           Central Contra Costa Transit Authority,  
  Attn: General Manager  
  2477 Arnold Industrial Way  
  Concord, CA 94520-5327

If to the CONTRACTOR:       First Transit, Inc.  
  Attn: Don Swain, Regional Vice President  
  1625 SE Hogan Road  
  Gresham, Oregon 97080-8252

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

### 32. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

### 33. APPLICABLE LAW

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California.

34. THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties

35. BINDING ON SUCCESSORS

All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

AUTHORITY:

CONTRACTOR:

CENTRAL CONTRA COSTA TRANSIT  
AUTHORITY

By: [Signature]

By: [Signature]

Title: General Manager

Title: Senior Vice President

ATTEST:

By: [Signature]  
Secretary for the AUTHORITY

\*By: [Signature]

APPROVED AS TO FORM:

By: [Signature]  
Attorney for the AUTHORITY

Title: President

Year-ONE 7/1/09 - 6/30/10

County Connection LINK Costs Based on 105,000 Vehicle Service Hours  
 BART ADA Costs based on 1,000 Vehicle Service Hours  
 Route 250 Costs based on 890 Vehicle Service Hours  
 Route 8 Costs based on 3,906 Vehicle Service Hours

<u>Fixed Costs</u>	<u>County Connection LINK</u>	<u>BART ADA</u>	<u>Annual Total</u>
1. Labor			
A. Management	189,225.38	24,083.23	213,308.61
B. Dispatch	347,983.44	44,288.80	392,272.24
C. Clerical/Other	33,264.15	4,233.62	37,497.76
2. Facilities			
A. Maintenance/Modification	11,869.44	1,510.66	13,380.10
B. Utilities	4,614.72	587.33	5,202.05
C. Telephone	10,560.00	1,344.00	11,904.00
D. Maintenance Tools and Equipment	6,231.29	793.07	7,024.36
3. Other Costs (Describe)			
A. Scheduling Software Maintenance	21,035.10	2,677.19	23,712.29
B. Other - Employee Training Expenses	79,927.82	10,172.63	90,100.46
C. Other - Employee Welfare	7,876.00	1,002.40	8,878.40
D. Other - Office Supplies	17,629.92	2,243.81	19,873.73
E. Other - Miscellaneous	3,326.55	423.38	3,749.93
F. Regional and Area Support	94,209.58	11,990.31	106,199.89
4. Insurance	219,202.31	27,898.48	247,100.79
<b>Total Fixed Costs (Items 1 - 4)</b>	<b>1,046,956</b>	<b>133,249</b>	<b>1,180,204.60</b>
<b>Fixed Monthly (Total Fixed Costs/12)</b>	<b>87,246</b>	<b>11,104</b>	<b>98,350.38</b>

Hourly Costs (based on annual hours of service)		County Connection LINK	BART ADA	Route 8	Annual Total
1.	Labor (including fringes)				
	A. Operators	2,360,219.77	22,793.55	89,003.75	2,472,017.06
	B. Maintenance	181,812.60	1,755.83	6,856.14	190,424.57
2.	Materials and Supplies				
	A. Maintenance Parts	137,985.98	1,332.58	5,203.44	144,522.00
	B. Maintenance Supplies, etc.	74,849.08	722.85	2,822.55	78,394.48
3.	Overhead and Profit	329,388.27	3,181.03	12,421.21	344,990.51
4.	Fuel	856,946.04	8,275.86	32,315.38	897,537.28
Total Hourly Costs (Items 1 - 3)		3,084,255.69	29,785.84	116,307.10	3,230,348.63
Total Cost Per Hour of Service (Total Hourly Costs / Total Number of Vehicle Service Hours)		\$ <u>105,000</u> 29.37	\$ <u>1,000</u> 29.79	\$ 29.78	\$ 109,906 29.39
Total Net Costs (Total Hourly Costs + Total Fixed Costs)		4,131,211.39	163,034.75	116,307.10	4,410,553.23
Total Cost (Total Hourly Cost + Total Fixed Cost + Fuel Cost)		4,988,157.42	171,310.60	148,622.48	5,308,090.51

Route 250 Combined Hourly Rate:  $\frac{890 \text{ service hours}}{\$ 50.17}$       Route 250 Annual Cost:  $\$ 44,647.65$

Please list below components and amounts of the Route 250 combined hourly rate:

Labor	31.29
Facilities	0.34
Materials & Supplies	2.13
Other Costs	2.29
Insurance	2.24
Overhead & Profit	3.30
Fuel	8.58
	<u>\$ 50.17</u>

GRAND TOTAL:  $\$ 5,352,738.15$

All proposer shall provide a cost quote for providing vehicle revenue hours beyond the stated hours provided for each fiscal year or other out of scope requests by CCCTA. These quotes should be in the form of the cost charged per hour of vehicle service provided.

<u>Hourly Costs</u>	<u>County Connection Link</u>	<u>BART ADA</u>	<u>Out of Scope Requests</u>
Hourly Cost per additional hours of service provided	\$ 29.37	\$ 29.79	\$ 29.37

Year-TWO 7/1/10 - 6/30/11

County Connection LINK Costs Based on 107,000 Vehicle Service Hours  
 BART ADA Costs based on 1,000 Vehicle Service Hours  
 Route 250 Costs based on 890 Vehicle Service Hours

<u>Fixed Costs</u>	<u>County Connection LINK</u>	<u>BART ADA</u>	<u>Annual Total</u>
1. Labor			
A. Management	191,818.71	24,413.29	216,232.00
B. Dispatch	353,708.71	45,017.47	398,726.19
C. Clerical/Other	33,294.39	4,237.47	37,531.86
2. Facilities			
A. Maintenance/Modification	12,225.52	1,555.98	13,781.50
B. Utilities	4,753.16	604.95	5,358.11
C. Telephone	10,876.80	1,384.32	12,261.12
D. Maintenance Tools and Equipment	6,231.29	793.07	7,024.36
3. Other Costs (Describe)			
A. Scheduling Software Maintenance	21,666.15	2,757.51	24,423.66
B. Other - Employee Training Expenses	82,325.66	10,477.81	92,803.47
C. Other - Employee Welfare	8,112.28	1,032.47	9,144.75
D. Other - Office Supplies	18,158.82	2,311.12	20,469.94
E. Other - Miscellaneous	3,383.97	430.69	3,814.66
F. Regional and Area Support	95,430.77	12,145.73	107,576.51
4. Insurance	220,509.41	28,064.83	248,574.25
<b>Total Fixed Costs (Items 1 - 4)</b>	<b>1,062,496</b>	<b>135,227</b>	<b>1,197,722.37</b>
<b>Fixed Monthly (Total Fixed Costs/12)</b>	<b>88,541</b>	<b>11,269</b>	<b>99,810.20</b>



Hourly Costs (based on annual hours of service)	County Connection LINK	BART ADA	Annual Total
1. Labor (including fringes)			
A. Operators	2,462,725.11	23,325.54	2,486,050.64
B. Maintenance	190,545.49	1,804.74	192,350.23
2. Materials and Supplies			
A. Maintenance Parts	158,117.28	1,497.60	159,614.88
B. Maintenance Supplies, etc.	81,235.01	769.41	82,004.42
3. Overhead and Profit	372,684.28	3,529.85	376,214.14
4. Fuel	873,226.18	8,270.70	881,496.88
Total Hourly Costs (Items 1 - 3)	3,265,307.17	30,927.14	3,296,234.31
Total Cost Per Hour of Service (Total Hourly Costs / Total Number of Vehicle Service Hours)	$\frac{107,000.00}{30.52}$	$\frac{1000}{30.93}$	$\frac{108,000}{30.52}$
Total Net Costs (Total Hourly Costs + Total Fixed Costs)	4,327,802.83	166,153.86	4,493,956.68
Total Cost (Total Hourly Cost + Total Fixed Cost + Fuel Cost)	5,201,029.01	174,424.56	5,375,453.57

Route 250 Combined Hourly Rate:  $\frac{890 \text{ service hours}}{\$ 52.53}$       Route 250 Annual Cost:  $\$ 46,749.48$

Please list below components and amounts of the Route 250 combined hourly rate:

Labor	32.63
Facilities	0.35
Materials & Supplies	2.41
Other Costs	2.34
Insurance	2.25
Overhead & Profit	3.75
Fuel	8.79
<b>\$</b>	<b>52.53</b>

GRAND TOTAL:  $\underline{\underline{\$ 5,422,203.05}}$

All proposer shall provide a cost quote for providing vehicle revenue hours beyond the stated hours provided for each fiscal year or other out of scope requests by CCCTA. These quotes should be in the form of the cost charged per hour of vehicle service provided.

<u>Hourly Costs</u>	<u>County Connection Link</u>	<u>BART ADA</u>	<u>Out of Scope Requests</u>
Hourly Cost per additional hours of service provided	\$ 30.52	\$ 30.93	\$ 30.52

RESOLUTION NO. 2011-013

CENTRAL CONTRA COSTA TRANSIT AUTHORITY  
BOARD OF DIRECTORS

\* \* \*

AUTHORIZING EXTENSION OF PROFESSIONAL SERVICES AGREEMENT  
FOR ADA PARATRANSIT SERVICES, BART ADA SERVICE AND GAEL RAILSHUTTLE  
WITH FIRST TRANSIT, INC.

WHEREAS, the County of Contra Costa and the Cities of Clayton, Concord, the Town of Danville, Lafayette, Martinez, the Town of Moraga, Orinda, Pleasant Hill, San Ramon and Walnut Creek (hereinafter "Member Jurisdictions") have formed the Central Contra Costa Transit Authority ("CCCTA"), a joint exercise of powers agency created under California Government Code Section 6500 et seq., for the joint exercise of certain powers to provide coordinated and integrated public transportation services within the area of its Member Jurisdictions; and

WHEREAS, by Resolution No. 2009-027 the Central Contra Costa Transit Authority Board of Directors awarded a contract to First Transit, Inc. for the operation and maintenance of County Connection LINK, BART ADA and Gael Rail Shuttle for fiscal years 2010 and 2011, commencing July 1, 2009 and expiring June 30, 2011, with three possible one-year extensions to be negotiated at CCCTA's election ("Agreement"); and

WHEREAS, staff has found the performance of First Transit, Inc. to have been satisfactory over the past two years with continual improvements in the quality of service; and

WHEREAS, staff has negotiated for the first extension of the Agreement with no increase to the hourly or fixed rate in the cost of service for FY2012, and has further negotiated an increase to the contracted cap in fuel cost from \$3.50 per gallon to \$4.00 per gallon to reflect current fuel costs; and

WHEREAS, staff recommends that it would be in the best interests of CCCTA to continue to engage First Transit, Inc. to provide ADA paratransit services and finds their cost proposal to be fair and reasonable; and

WHEREAS, the Operations and Scheduling Committee has recommended exercising the first extension to renew the Agreement with First Transit, Inc. for fiscal year 2012.

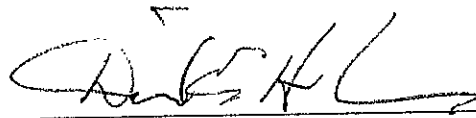
NOW, THEREFORE, BE IT RESOLVED that the Central Contra Costa Transit Authority Board of Directors authorizes a one-year extension of the Agreement with First Transit, Inc. for the operation and maintenance of County Connection LINK, BART ADA and Gael Rail Shuttle, commencing July 1, 2011, all costs not to exceed \$5,314,092, inclusive of all taxes and other costs and expenses; and

BE IT FURTHER RESOLVED that the General Manager is authorized to execute up to two additional one-year extensions to the Agreement with First Transit, Inc., provided that exercise of such options is in the best interest of CCCTA; and

BE IT FURTHER RESOLVED that the General Manager is authorized to execute an amendment to the Agreement on behalf of CCCTA, subject to approval as to form by Legal Counsel.

Regularly passed and adopted this 21st day of April 2011 by the following vote.

AYES: Directors Andersen, Hoffmeister, Horn, Hudson, Manning,  
Schroder, and Uilkema  
NOES: None  
ABSTAIN: None  
ABSENT: Directors Dessayer, Simmons, Weir and Worth



David E. Hudson, Chair, CCCTA Board of Directors

ATTEST:

  
Janet Madrigal, Clerk to the Board