

County Connection

2477 Arnold Industrial Way Concord, CA 94520-5326 (925) 676-7500 countyconnection.com

ADMINISTRATION & FINANCE COMMITTEE MEETING AGENDA

**Wednesday, August 5, 2020
8:30 a.m.**

DUE TO COVID-19, THIS MEETING WILL BE CONDUCTED AS A TELECONFERENCE PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDERS N-25-20 AND N-29-20, WHICH SUSPEND CERTAIN REQUIREMENTS OF THE RALPH M. BROWN ACT.

MEMBERS OF THE PUBLIC MAY NOT ATTEND THIS MEETING IN PERSON.

Committee Directors, staff and the public may participate remotely by calling:

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Public comment may be submitted via email to: hill@cccta.org. Please indicate in your email the agenda item to which your comment applies. Comments submitted before the meeting will be provided to the committee Directors before or during the meeting. Comments submitted after the meeting is called to order will be included in correspondence that will be provided to the full Board.

The committee 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 committee.

1. Approval of Agenda
2. Public Communication
3. Approval of Minutes of July 1, 2020*
4. Update to CCCTA Injury & Illness Prevention Program (IIPP)*
(Staff requests that the A&F Committee forward a recommendation to the Board of Directors with a

*Enclosure

**Enclosure for Committee Members

***To be mailed under separate cover

****To be available at the meeting.

FY2019/2020 A&F Committee

Don Tatzin – Lafayette, Al Dessayer-Moraga, Sue Noack-Pleasant Hill

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

CENTRAL CONTRA COSTA TRANSIT AUTHORITY

resolution to adopt the CCCTA Injury & Illness Prevention Program (IIPP), which has been updated to include a COVID-19 Exposure Prevention and Control Program.)

5. On-Call General Engineering Consulting Services Contract Award*
(Staff requests that the A&F Committee forward to the Board a resolution authorizing the On-Call General Engineering Consulting Services.)
6. FY20-21 SB1 State of Good Repair Funds*
(Staff is proposing to apply for a grant amount of \$125,558 in FY 2020-21 SGR funds to pay for the ongoing maintenance expenses related to the ITS systems.)
7. Clipper MOU Amendment No. 2*
(Staff requests that the A&F Committee forward a recommendation to the Board of Directors with a resolution authorizing the General Manager to sign the Clipper MOU Amendment No. 2.)
8. Reclassification of Two Administrative Positions*
(Staff will inform the A & F Committee that Two positions within administration have been reclassified to reflect significant additional job duties applied to both positions since the last update of the CCCTA organizational chart.)
9. Review of Vendor Bills, July 2020**
10. Approval of Legal Services Statement, April and May 2020 Labor, May 2020 General**
11. Next Scheduled Meeting – TBD
12. Adjournment

General Information

Public Comment: If you wish to address the committee, please follow the directions at the top of the agenda. If you have anything that you wish distributed to the committee and included for the official record, please include it in your email. Comments that require a response may be deferred for staff reply.

Consent Items: All matters listed under the Consent Calendar are considered by the committee to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a committee member or a member of the public prior to when the committee 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 made available for public inspection by posting them to County Connection's website at www.countyconnection.com. The agenda and enclosures for this meeting are posted also on our website at www.countyconnection.com.

Accessible Public Meetings: Upon request, County Connection 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 and provide comments at/related to public meetings. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, auxiliary aid, service or alternative format requested at least two days before the meeting. Requests should be sent to the Assistant to the General Manager, Lathina Hill, at 2477 Arnold Industrial Way, Concord, CA 94520 or hill@cccta.org. Requests made by mail must be received at least two days before the meeting. Requests will be granted whenever possible and resolved in favor of accessibility.

Currently Scheduled Board and Committee Meetings

Board of Directors:	August 20, 9:00 a.m., County Connection Board Room
Administration & Finance:	TBD, City of Pleasant Hill Offices, 100 Gregory Lane, Large Community Room, Pleasant Hill, CA 94523
Advisory Committee:	TBA. County Connection Board Room
Marketing, Planning & Legislative:	Thursday, August 6, 8:30 a.m., Supervisor Andersen's Office, 3338 Mt. Diablo Blvd. Lafayette, CA 9454
Operations & Scheduling:	Friday, August 6, 8:15 a.m. Supervisor Andersen's Office, 3338 Mt. Diablo Blvd. Lafayette, CA 9454

The above meeting schedules are subject to change. Please check the County Connection Website (www.countyconnection.com) or contact County Connection staff at 925/676-1976 to verify date, time and location.

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INTER OFFICE MEMO

Administration and Finance Committee
Summary Minutes
July 1, 2020

The meeting was called to order at 8:30 a.m. via Teleconference pursuant to the provision of the Governor's Executive Orders N-25-20 and N-29-20. Those in attendance were:

Committee Members:	Director Al Dessayer Director Sue Noack Director Don Tatzin
Staff:	General Manager Rick Ramacier Chief Financial Officer Erick Cheung Authority Attorney Madeline Chun Authority Workers Compensation Attorney Courtney Masterson

1. Approval of Agenda- Approved by each member of the A&F Committee
2. Public Communication- None
3. Approval of Minutes of June 3, 2020- Approved by each member of the A&F Committee.
4. Closed Session: Liability Claims (Government code Section 54956.95) Claim against Central Contra Costa Transit Authority; Claimant: Virgillo Sanchez

Open Session: Report of Action taken in Closed Session – Direction was provided to staff.

5. Public Agency Retirement Services (PARS) OPEB Trust (Representatives from PARS will discuss County Connection's OPEB Trust Performance). – Andrew Brown of Highmark Capital Management, Rachael Sanders PARS Manager and Nik Weigand PARS Senior Coordinator reported on the performance of CCCTA's OPEB Trust. The performance from inception to May 31, 2020 was on target at 5.33% with a balance of \$4,157,566 based on a Moderately Conservative Index Strategy. The committee reviewed and accepted the report and forwarded to the Board as an information item.
6. Review of Vendor Bills, June 2020- Reviewed.
7. Legal Services Statement, March 2020 Labor - Approved.
8. Next Scheduled Meeting – The next meeting is set for scheduled for 8:30 am on Wednesday, August 5th via teleconference.
9. Adjournment- The meeting was adjourned

Erick Cheung, Chief Financial Officer

To: A&F Committee

Date: July 23, 2020

From: Kristina Martinez, Director of Recruitment & EE Development

Reviewed by:

WC.

SUBJECT: Update to CCCTA Injury & Illness Prevention Program

Summary:

CCCTA has had in place a workplace safety plan, or Injury & Illness Prevention Program (IIPP). This program is a requirement of Title 8 of the California Code of Regulations (T8CCR), Section 3203, which is governed by the California Department of Industrial Relations (DIR).

Beginning in late February, County Connection staff has been closely monitoring the changes surrounding the Novel Coronavirus, or COVID-19. On March 16, 2020, a Stay at Home Order was issued in Contra Costa County, along with six (6) other Bay Area counties. County Connection, alongside other public transit agencies, remained an essential service. As a result, the Authority implemented processes, procedures, and mitigation efforts to promote the safety and well-being of employees, passengers, and the community to prevent the spread of COVID-19. These steps were taken following guidance from both Contra Costa Health Services (CCHS) and the Center for Disease Control (CDC).

The Department of Industrial Relations (DIR) has also released statewide guidance which requires employers to take steps to protect employees from diseases such as COVID-19. In early July 2020, the DIR issued additional guidance by industry, including Public and Private Passenger Carriers, Transit, and Intercity Passenger Rail. The purpose of this guidance is to support agencies in evaluating their current IIPP's, ensuring steps are taken to prevent the spread of COVID-19 and to provide a safe environment for both employees and customers, specific to public transit.

In the event that a serious injury or illness has occurred, CCCTA is required to take steps to mitigate the incident. As such, staff has updated the CCCTA IIPP to include a COVID-19 Exposure Prevention and Control Program. The prevention program also includes standard operating procedures (SOPs) which detail processes such as an employee testing positive for COVID-19, cleaning and sanitizing, field reliefs, and non-employee access to facilities. These SOP's have been developed to further increase workplace safety and prevent the spread of COVID-19.

The Authority continues to remain in close contact with County Health and monitor the changes of COVID-19 at the federal, state, and local levels. Staff will continue to make modifications as further guidance is released and will keep the Board apprised of such changes.

Financial Implications:

None at this time.

Recommendation:

Staff recommends the A&F Committee forward the CCCTA Injury & Illness Prevention Program (IIPP), which has been updated to include a COVID-19 Exposure Prevention and Control Program, to the Board for review and approval.

Action Requested:

Staff requests the A&F Committee forward a recommendation to the Board of Directors with a resolution to adopt the CCCTA Injury & Illness Prevention Program (IIPP), which has been updated to include a COVID-19 Exposure Prevention and Control Program.

Attachments:

CCCTA Injury & Illness Prevention Program (IIPP)

CENTRAL CONTRA COSTA TRANSIT AUTHORITY

Injury & Illness Prevention Program (IIPP)

Adopted by the
CCCTA Board of Directors

Date:

Resolution No.

CENTRAL CONTRA COSTA TRANSIT AUTHORITY
INJURY & ILLNESS PREVENTION PROGRAM (IIPP)

TABLE OF CONTENTS

INTRODUCTION	1
SAFETY POLICY	1
I. Responsibility	2
II. Compliance.....	3
III. Communication	3
IV. Hazard Assessment	4
V. Accident/Exposure Investigation.....	5
VI. Hazard Correction	5
VII. Training and Instruction	5
 APPENDICES	
A. CORONAVIRUS DISEASE 2019 (COVID-19) EXPOSURE PREVENTION AND CONTROL PROGRAM.....	8
I. Responsibility	8
II. Exposure Determination	9
III. Preventing the Spread of COVID-19	10
IV. Training	12
V. Standard Operating Procedures	14
ATTACHMENTS.....	29

CENTRAL CONTRA COSTA TRANSIT AUTHORITY INJURY & ILLNESS PREVENTION PROGRAM (IIPP)

INTRODUCTION

The Central Contra Costa Transit Authority (CCCTA) was established on March 27, 1980 under a Joint Exercise of Powers Agreement. The general purpose of CCCTA is to provide, either directly or through contract, public transportation services within certain geographical areas of its eleven Member Jurisdictions. CCCTA's service area includes the cities of Clayton, Concord, Lafayette, Martinez, Orinda, Pleasant Hill, San Ramon, and Walnut Creek, the towns of Danville and Moraga, and the unincorporated areas in Central Contra Costa County, California. CCCTA operates fixed-route services seven days a week and administers the delivery of paratransit services within its service area.

The operation of CCCTA is overseen by a Board of Directors comprised of eleven representatives, one representative from each of the ten incorporated Member Jurisdictions and one member representing unincorporated areas of Central Contra Costa County. The General Manager is responsible for the overall operation of CCCTA and for ensuring the policies of the Board are implemented.

SAFETY POLICY

The Central Contra Costa Transit Authority (CCCTA) believes that everyone benefits from a safe and healthy work environment. The Authority is committed to maintaining a safe workplace and complying with applicable laws and regulations governing safety. No function at CCCTA is so critical as to require or justify a compromise of safety and health.

To achieve this goal, the Central Contra Costa Transit Authority has adopted an Injury & Illness Prevention Program (IIPP). This program is each individual's responsibility as we work together to identify and eliminate conditions, practices, policies, and procedures that compromise safety. To this end, every manager, supervisor, and employee has the authority to take action to prevent injuries.

It takes a collaborative effort to ensure a safe work environment. This not only prevents costly injuries, but also prevents the associated pain and suffering of an employee.

Our expectations are that all employees will:

1. Do the right thing the first time
2. Seek to integrate safety into all tasks
3. Avoid taking short cuts
4. Take time to assure a safe workplace
5. Have a safe and healthy work experience

CCCTA has a strong commitment to the well-being of all employees. The CCCTA Board of Directors hereby adopts the IIPP Program and Safety Policy.

Rick Ramacier
General Manager

Candace Andersen, Chair
CCCTA Board of Directors

Date

Date

I. RESPONSIBILITY

1. General Manager

The General Manager is ultimately responsible for oversight of the IIPP. Duties include, but are not limited to:

- a. Ensuring Executive staff, Directors and managers actively support the IIPP.
- b. Providing an appropriate environment and funds necessary to maintain an effective and compliant safety program.

2. Executive Staff

Under direction of the General Manager, it is the responsibility of the Assistant General Manager, Chief Operating Officer, and Chief Finance Officer to support, encourage and champion an environment that encourages a safe and healthy work environment. Executive staff shall ensure that all Directors and their respective departments actively support the IIPP. Individuals reporting dangerous conditions or shedding light on unhealthy practices and behavior should not be discouraged from doing so.

3. Directors

Directors share in the responsibility in supporting, encouraging, and providing an environment that encourages a safe and healthy work environment. Directors are responsible for delegating to their managers and/or supervisors the responsibility of implementing the IIPP and all its activities.

4. Managers and/or Supervisors

Managers and/or supervisors have the responsibility of providing their employees a safe place to work including facilities, equipment, standards and procedures, adequate supervision and recognition for a job done properly. They are responsible for training employees to perform their jobs properly and safely. They instruct, demonstrate, observe, and enforce compliance with established safety standards.

5. IIPP Administrator

The Director of Safety & Training position has been designated as the Authority's IIPP Administrator and is the individual responsible for the implementation, maintenance, and ensuring this policy is kept up to date. The IIPP Administrator will be identified in all internal and external communications regarding CCCTA's IIPP. If the IIPP Administrator position is vacant, the Assistant General Manager will be designated as the interim IIPP Administrator.

6. Employees

All employees have the responsibility of performing their tasks properly and safely. They are to assure themselves that they know how to do the job properly and ask for additional training or assistance when they feel there is a gap in their ability, knowledge, or training. Employees should never undertake any task, job, or operation unless they are able to perform it safely.

II. COMPLIANCE

1. Management Responsibility

Management is responsible for ensuring that organizational safety and health policies are clearly communicated and understood by employees. Directors, managers, and supervisors are expected to enforce the rules fairly and uniformly.

2. Employee Responsibility

All employees are responsible for using safe work practices, for following directives, policies, and procedures, and for assisting in maintaining a safe work environment.

3. Employee Recognition

Employees, who make a significant contribution to the safety program, as determined by their supervisors, may receive written acknowledgment that is filed in the employees' personnel files.

4. Employee Training

Employees are trained on safety concerns as needed.

5. Employee Correction

Employees who fail to follow safe work practices and/or procedures, or who violate organizational rules or directives, are subject to disciplinary action, up to and including termination.

Supervisors correct safety violations in a manner considered appropriate by organizational management. Notwithstanding the above, the organization reserves the right to correct in any fashion it deems appropriate, including the right to terminate immediately an employee for a safety violation.

III. COMMUNICATION

1. Two-Way Communication

Management recognizes that open, two-way communication between management and staff on health and safety issues is essential to an injury-free, productive workplace.

2. The Organization's System of Communication

The following system of communication is designed to facilitate a continuous flow of safety and health information between management and staff in a form that is readily understandable.

- a. An orientation program is provided to all new employees and includes a review of the IIPP as well as a discussion of policy and procedures that the employee is expected to follow. A copy of the IIPP may be provided upon request by the employee.
- b. The Authority may conduct safety meetings where safety is openly discussed by all present. When a general safety topic applies to all employees, everyone is expected to attend meetings and they are encouraged to participate in open discussion.

On occasion, written safety notifications are emailed, posted throughout all facilities, and included in any employee newsletter. Other methods of communicating pertinent health and safety information are used as they are identified.

- c. Additional safety meetings may be held as determined by individual departments. All involved employees are expected to attend and are encouraged to participate in discussion.

- i. Transportation Department

The Transportation department conducts monthly safety meetings for commercial drivers. This is conducted as part of their required annual Verification of Transit (VTT) training.

- ii. Maintenance Department

The Maintenance department conducts monthly safety meeting for all Maintenance employees. Maintenance has implemented a monthly safety committee meeting comprised of both representatives from management and employees.

3. Safety Suggestions and Hazard Reporting

All employees are encouraged to inform their supervisors, or other management personnel of any matter which they perceive to be a workplace hazard, or a potential workplace hazard. They are also encouraged to report suggestions for safety improvement.

- a. Reporting can be done orally or preferably, in writing. If done in writing, the notification may be given directly to the supervisor, the IIPP Administrator, or other management personnel. Management, alongside the IIPP Administrator will review all suggestions and hazard reports.
- b. Employees may also elect to report anonymously a hazard, safety suggestion, or other safety problem. They can do so by completing the form entitled Report of Unsafe Hazardous Conditions, without providing their name. If an employee elects to provide their name, they will be informed of any action taken within approximately thirty (30) working days of receipt.

- c. No employee shall be retaliated against for reporting hazards or potential hazards, or for making suggestions related to safety.
- d. The resolution of a workplace hazard or safety problem will be communicated to employees in a manner consistent with this program.

IV. HAZARD ASSESSMENT

Inspection of the workplace is the Authority's primary method used to identify unsafe conditions and practices. While we encourage all employees to continuously identify and correct hazards and poor safety practices, certain situations require formal evaluation and documentation.

1. Safety Inspections

Internal facility inspections (to include safety issues) are conducted quarterly by the IIPP Administrator. Hazards found are corrected on the spot or recommendations are submitted to department heads for future corrections.

2. Additional Inspections

Additional inspections are also conducted in accordance with Cal-OSHA requirements under the following circumstances:

- a. Establishment or update of the Injury Illness and Prevention Program;
- b. When new substances, processes, procedures, or equipment present a new safety or health hazard;
- c. When management/supervision become aware of a new or previously unrecognized hazard, either independently or by receipt of information from an employee; and
- d. When it is appropriate to conduct an unannounced inspection.

V. ACCIDENT/EXPOSURE INVESTIGATION

1. Investigation

All accidents resulting in injury or property damage, however slight, including near misses, are investigated to determine the primary and contributing causes. This investigation is completed within seven (7) working days of the initial report. The information is documented and analyzed to assist in obtaining corrective actions to prevent similar accidents from occurring in the future. The responsibility to see that this investigation is performed rests with the IIPP Administrator when the event occurs either in the Administration or Transportation departments. Maintenance department management fulfills this obligation for facility and vehicle maintenance staff.

2. Reporting

All facts, findings, and recommendations are documented on an accident investigation report. Management reviews accident investigation reports to determine adequacy of corrective action and provide recommendations as needed.

3. Reporting to Cal/OSHA

The IIPP Administrator is responsible for immediately reporting to the nearest Cal/OSHA District office any serious occupational injuries/illness resulting in hospitalization or fatality and providing recommendations to prevent reoccurrence. Refer to Attachment 7 for detailed information regarding Cal/OSHA reporting requirements.

VI. HAZARD CORRECTION

When a hazard exists, it is corrected within a timely manner based on its severity. When imminent danger exists to any employee, managers and supervisors will immediately remove these employees from the danger at once. Personnel who are provided with the necessary safeguards will correct the hazard.

VII. TRAINING AND INSTRUCTION

1. Initial On-The-Job Training

- a. An orientation program is provided to all new employees and includes a review of the IIPP as well as a discussion of policy and procedures that the employee is expected to follow. A copy of the IIPP may be provided upon request by the employee.
- b. The employee's direct manager or supervisor is responsible for training in all aspects of safety. This training is completed to ensure the new employee knows how to recognize the hazards of the work environment and the required safety procedures to mitigate those hazards.
- c. Training is documented by using the Employee Safety Training and Meeting Report or similar form. The manager or supervisor and the employee sign the form when the training is completed and becomes a permanent part of the employee's personnel file.

2. Specific Organizational-Wide Training

- a. Disaster Preparedness

Disaster Preparedness training includes the organization's preparation structure and where the employee fits into the structure (i.e., what the employee is to do under specific circumstances, such as fire, earthquake, medical emergency, and bomb threat).
- b. First Aid, CPR, and Bloodborne Pathogens

Commercial drivers (Transit Operators) receive first aid, CPR, and bloodborne pathogen training. All employees receive AED/CPR training every two (2) years.

c. **Defensive Driving**

All employees who drive for Authority business, either in a revenue or non-revenue transit vehicle, or in their own personal vehicle, are required to take a defensive driving course at least every four (4) years.

3. Retraining

Retraining may be conducted for a change in job assignment, change of operations or materials, observation of poor work habits, or update of training methods.

4. Specialized Training

a. **Management/IIPP Administrator:**

- i. Determine safety-training needs
- ii. Implement new training programs
- iii. Evaluate the effectiveness of program

b. **Additional training may be provided when:**

- i. CCCTA's Injury Illness and Prevention Program is first established or updated;
- ii. New substances, processes, procedures, or equipment pose a new hazard and there is a lack of skill or knowledge to deal with the situation;
- iii. Management, supervisors, or the IIPP Administrator become aware of a previously unrecognized hazard and there is a lack of skill or knowledge to address the hazard; and
- iv. New job assignments are provided to an employee for which training has not been previously provided.

APPENDIX A

CORONAVIRUS DISEASE 2019 (COVID-19) EXPOSURE PREVENTION AND CONTROL PROGRAM

The Coronavirus Disease 2019 (COVID-19) pandemic underscores the need to prioritize the health and safety of Authority employees and the communities it serves. To protect employees from the spread of COVID-19, CCCTA implements the following program which applies to all employees. Failure to adhere to this program may result in discipline, up to and including termination.

The successful implementation of a COVID-19 exposure prevention and control program requires collective action to prevent the spread of the acute respiratory disease. This program uses controls to spread and reduce the concentration of infectious droplets by means of isolation and/or removal, administrative measures to reduce the risk of exposure to persons who are infected with the disease, and personal protective equipment. Copies of the program shall be distributed to all employees and are available to employees on request.

I. RESPONSIBILITY

CCCTA is closely monitoring developments in federal, state, and local actions. At this time, public transit is only to be used for purposes of performing essential activities, to travel to and from work, to operate essential businesses, or to maintain essential government functions. As guidance for combatting the spread of COVID-19 evolves, CCCTA may make changes to its COVID-19 program. Changes to this program shall be made at the discretion of the COVID-19 Administrator, in consultation with the Executive Staff and General Manager. Such changes may be made without approval by CCCTA Board of Directors.

1. COVID-19 Administrator

The Director of Safety & Training has been designated as the COVID-19 Administrator and is the individual responsible for responding to COVID-19-related concerns. In the event that the Director of Safety & Training position is vacant, the Assistant General Manager will be designated as the interim COVID-19 Administrator.

Employees are encouraged to contact the COVID-19 Administrator for COVID-19 safety and health questions or concerns. Any employee who reports COVID-19 hazards will not be retaliated against.

The COVID-19 Administrator will:

- a. Implement, maintain, and update CCCTA's COVID-19 program;
- b. Provide support to Departments in their efforts to comply with this program;
- c. Provide training on the use and care of CCCTA-issued personal protective equipment;.

- d. Conduct remote interviews with any positive or suspected case;
- e. Maintain separate and confidential records of COVID-19-related medical information voluntarily disclosed by any employee as required by the Americans with Disabilities Act, Fair Employment and Housing Act, and privacy laws; and
- f. Cooperate and report to Contra Costa Health Services or Cal/OSHA as necessary.

2. Managers and/or Supervisors

Managers and/or Supervisors will:

- a. Monitor compliance and promote adherence to CCCTA's COVID-19 program;
- b. Ensure that employees receive COVID-19 training;
- c. Ensure that PPE is distributed and made available to employees in accessible locations; and
- d. Immediately report to the COVID-19 Administrator all confirmed or suspected cases, and/or exposure.

3. Employees

All CCCTA employees will:

- a. Actively engage in preventative practices, participate in trainings, and cooperate with exposure interviews;
- b. Be responsible for inspecting CCCTA-provided PPE prior to use;
- c. Clean workstation after use; and
- d. Immediately report all confirmed cases, suspected cases, or exposure to his or her supervisor and/or COVID-19 Administrator.

II. EXPOSURE DETERMINATION

Coronavirus Disease 2019 (COVID-19), is an acute respiratory disease that can cause severe illness. Individuals can become infected from respiratory droplets when an infected person coughs, sneezes, or talks. Infection can also occur from touching surfaces or objects that have the virus on it, and then touching your mouth, nose or eyes. Symptoms of infection can range from no symptoms, or mild symptoms, to serious illness.

All employees risk occupational exposure to COVID-19, although the risk of exposure may vary by departments. The level of risk depends in part on the employee's job tasks including, proximity to, or required repeated or extended contact persons who have tested positive for, have exhibited symptoms, or have been in contact with someone who has tested positive for COVID-19.

III. PREVENTING THE SPREAD OF COVID-19

1. Sick Employees

Employees who are not feeling well are strongly encouraged to stay home. Employees should contact their Supervisor to provide notice of his or her absence. All attendance policies are presently suspended, and employees will not be penalized for calling in sick.

2. Hygienic Work Practices

Good hygienic practices can prevent COVID-19 infection resulting from touching surfaces or objects that have the virus on it. Employees are asked to follow the following sanitation practices:

- a. Practice proper hand hygiene. Wash hands frequently with soap and water or use alcohol-based hand sanitizer containing at least 60% alcohol.
- b. Clean and disinfect commonly touched surface areas.
- c. Sneeze or cough into a cloth tissue. If cloth tissue is not available, sneeze or cough into elbow.

3. Social Distancing

Physical distancing and limiting contact with people is an effective method to stop or slow the spread of COVID-19 infection.

- a. Non-essential employees shall work from home when possible or maintain alternative work schedules as determined by the Department Head.
 - i. Meetings may be conducted virtually
 - ii. Virtual training may be made available for managers to assign applicable subject matter to their employees.
- b. Employees shall maintain six (6) feet (two (2) arm lengths) of social distance as work duties permit.
- c. Do not shake hands or engage in unnecessary physical contact.
- d. Avoid shared workspaces and work items when possible.
- e. Employees shall physically distance when they take breaks together.
- f. CCCTA Administrative offices are temporarily closed to the public to limit contact.

- g. All Authority coaches have reconfigured rear doors that open for rear boarding to ensure physical distancing.
- h. Fare collection is temporarily suspended to minimize the interactions between operators and passengers.

4. Personal Protective Equipment

- a. CCCTA will conduct periodic workplace hazard assessments.
- b. All employees must wear face covering that cover both nose and mouth all times in all Authority facilities. Face covering are also required for all operators and passengers.
- c. CCCTA will outfit fixed-route coaches with plexiglass driver shields.
- d. PPE kits containing gloves, masks, disposable sanitizer wipes registered with the Environmental Protection Agency (EPA), and alcohol-based gel hand sanitizer will be distributed to all operators weekly.
- e. Operators may request additional PPE as needed.

5. Cleaning & Disinfecting

Cleaning and disinfecting commonly touched areas is essential to preventing the spread of COVID-19. The Authority will:

- a. Use disinfectants approved by the EPA;
- b. Follow the manufacturer's instructions for all cleaning and disinfectant products;
- c. Treat buses daily with hospital grade anti-viral fogger;
- d. Distribute to all employees alcohol-based hand sanitizer containing at least 60% alcohol;
- e. Provide to all employees EPA-registered disposable wipes;
- f. Maintain adequate supplies to support cleaning and disinfecting practices; and
- g. Provide tissue and trash receptacles.

6. Health Screening

CCCTA will screen operators for symptoms that may be attributed to COVID-19 as recognized by the Center for Disease Control (CDC).

IV. TRAINING

1. COVID-19 Preparedness

All CCCTA employees receive training concerning the Authority's health and safety plan to prevent employee exposure to COVID-19. The training includes:

- a. General description of COVID-19, symptoms, when to seek medical attention, how to prevent its spread, and the CCCTA procedures for preventing its spread.
- b. How an infected person can spread COVID-19 to others even if they are not sick.
- c. How to prevent the spread of COVID-19 by using cloth face coverings, including:
 - i. CDC guidelines that everyone should use cloth face coverings when around other persons.
 - ii. How cloth face coverings can help protect persons around the user when combined with physical distancing and frequent hand washing.
 - iii. Information that cloth face coverings are not protective equipment and do not protect the person wearing a cloth face covering from COVID-19.
 - iv. Instructions on washing and sanitizing hands before and after using a cloth face covering, which should be washed after each shift.
- d. Cough and sneeze etiquette.
- e. Washing hands with soap and water for at least 20 seconds, after interacting with other persons and after contacting shared surfaces or objects.
- f. Avoiding touching eyes, nose, and mouth with unwashed hands.
- g. Avoiding sharing personal items with co-workers.
- h. Providing tissues, no-touch disposal trash cans and hand sanitizer for use by employees.
- i. Safely using cleaners and disinfectants, which includes:
 - i. The hazards of the cleaners and disinfectants used at the worksite.
 - ii. Wearing PPE.
 - iii. Ensuring cleaners and disinfectants are used in a manner that does not endanger employees.

- j. Stress management and wellness.

2. Additional Trainings

Departments may develop, implement, and maintain additional written procedures and guidelines to eliminate or minimize employee exposure to the COVID-19 infectious disease.

V. STANDARD OPERATING PROCEDURES

CCCTA has developed a set of standard operating procedures (SOPs) to further the Coronavirus/COVID-19 exposure prevention and control program and protect the health and safety of employees, passengers, and the community. This includes detailed procedures for the following:

1. CCCTA Bus Cleaning & Sanitizing During COVID-19
2. CCCTA Facility Cleaning & Sanitizing During COVID-19
3. Employee Testing Positive for COVID-19
4. Non-Employee/Contractor Access to CCCTA Facilities During COVID-19
5. Employee Exhibiting COVID-19 Symptoms at Work
6. Returning to Work
7. Transit Operator Field Relief During COVID-19

SOP #	COVID-19-1
Date Created	March 16 th , 2020
Date Revised	June 1 st , 2020
Date of Implementation	Immediately
Title	Bus Cleaning/Sanitizing During Covid-19
Function	Procedures for cleaning and sanitizing Buses scheduled for revenue service

This SOP is designed to manage the cleaning and disinfecting of buses to minimize the spread of COVID-19.

1. Electrostatic Anti-Viral Fogging:

Personnel cleaning buses must wear N95 mask, gloves and safety glasses at all times while using the Electrostatic fogger.

All buses are fogged daily before use, using chemical **Vital Oxide** in the Victory VP200ESK fogger system. If a bus returns to the yard from a shift and is designated to pull back out later in the day the bus shall receive an additional fogging treatment.

- a. Use No-Go list from Maintenance Dept. to determine which vehicles are assigned to service
- b. Fill the Victory VP200ESK fogger with Vital Oxide
- c. Put on appropriate PPE (N95 mask, gloves, goggles) prior to using the fogger
- d. Begin at rear of bus and initiate fogging system, slowly move to the front of the bus while gently waving the fogger to the left and right
- e. While gently sweeping the fogger bring the nozzle to approx. 24 inches from all surfaces to be disinfected (walls, floors, windows, stanchions, seats, rails, controls and dash)
- f. Once the front of the bus is reached focus the fogger in the operators compartment
- g. Step off the bus and let stand ten (10) minutes prior to re-entry of any personnel
- h. This process will coat all interior surfaces, Windows, seats, stanchions, Floor, walls, ceiling and operator controls and fare collection systems
- i. Dispose of gloves
- j. Wash hands

2. Wipe Down

Operators are provided a package of Chlorine based disinfectant wipes upon request. Operators wipe down all high touch surfaces in the Operators compartment:

- a. Collect package of Disinfectant wipes at the dispatch window as needed
- b. Collect gloves as needed

- c. Using provided wipes, wipe all high touch surfaces: steering wheel, controls, dash, fare collection
- d. Discard wipes when task is completed

There may be times when a bus is scheduled for an a.m. pullout and has received a wipe down from an Operator but is also scheduled for a p.m. inspection or service. In such cases, maintenance personnel will also wipe down all high touch surfaces including: stanchions, rails, fare collection systems, steering wheel, switches, fare collection systems, operator controls, control head, seat, and dashboard.

- a. Maintenance personnel must always wear gloves while spraying and wiping disinfectant material
- b. Use spray bottle labeled Oxiver Five-16
- c. Use the provided bags of rags for wiping surfaces after spray treatment
- d. Spray all high touch surfaces then wipe off with provided rags
- e. Dispose of rags
- f. Dispose of gloves
- g. Wash hands

3. Mop, Sweep, fuel & Wash:

All buses returning to the yard from a p.m. shift shall be cleaned of garbage, swept, mopped, fueled, and receive an exterior wash.

- a. Wear appropriate PPE's: Mask, gloves
- b. Move bus to wash bay
- c. Collect defect cards
- d. Log mileage
- e. Begin fueling vehicle
- f. Collect and dispose of garbage
- g. Sweep out vehicle of large particles and dust
- h. Wet mop floors using Oxiver Five-16 (refer to wet mop schedule)
- i. Log quantity of fuel
- j. Clean interior Operator compartment windows with Cleme glass cleaner
- k. Drive bus through exterior wash cycle
- l. Park bus in its assigned slot

4. Wet Mop Schedule

The Director of Maintenance provides a list of which buses are scheduled to receive the wet mop deep cleaning treatment. A minimum of five (5) buses per day receive the treatment, each bus is wet mopped approximately once every twenty-four (24) days.

5. Steam Cleaning

The upholstery inserts shall receive a deep steam cleaning at a minimum of once per month. The Director of maintenance will provide service personnel with a list of buses to steam clean each day (approximately 5 buses per day)

6. COVID-19 Disinfectants

Personnel performing cleaning and sanitizing duties should read the manufacturers labels for proper use. All Safety Data Sheet (SDS) information is available in the Maintenance SDS binders located in the Maintenance department.

USE	Name	Dilution	SDS#	EPA#	EPA Approved
Fogging	Vital Oxide	16:1	VOCA010119	82972-1	Yes
Spray Surface Cleaner	Oxiver Five-16	None	MS0800464	70627-58	Yes
Spray Surface Cleaner	Purell Professional	None	400000005189	84150-1	Yes

SOP #	COVID-19-2
Date Created	April 4 th , 2020
Date Revised	June 1 st , 2020
Date of Implementation	Immediately
Title	Facility Cleaning/Sanitizing During Covid-19
Function	Procedures for cleaning and sanitizing high touch surfaces in CCCTA facilities

This SOP is designed to manage high touch surfaces to minimize the spread of COVID-19. Cleaning/disinfecting is done while using approved safety personal protective equipment (PPE), which includes masks, gloves, and goggles.

1. HIGH TOUCH SURFACES

- a. A.M. (Performed daily by Designated Administrative Employee.)
 - i. Using commercial grade Purell (80% alcohol-based), staff performs daily cleaning and disinfecting of high touch surfaces, including:
 - (1) Door handles
 - (2) Countertops
 - (3) Elevator buttons
 - (4) Panels
 - (5) Rails/Stairwell rails
 - (6) Light switches
 - ii. Staff performing tasks must wear gloves and mask at all times.
- b. P.M. (Performed daily by CCCTA Maintenance Custodial Staff)
 - i. Custodial staff performs daily cleaning and disinfecting of high touch surface areas, including:
 - (1) Trash cans
 - (2) Doors/doorknobs/door push plates
 - (3) Card readers
 - (4) Tables
 - (5) Sinks
 - (6) Cabinets
 - (7) Counters
 - (8) Microwave doors
 - (9) Control panel
 - (10) Handles
 - (11) Refrigerator door and handles
 - (12) Window blind control handle
 - (13) File cabinets
 - (14) Vending machine doors and selection panels
 - (15) Wall areas around chairs and couches that may be touched

- (16) Drinking fountains
- (17) Stairwell rails
- (18) TV remotes/monitors
- (19) Exercise equipment
- (20) Desks (if items removed from top of desk)
- (21) Tile walls
- (22) Bathroom partitions
- (23) Sinks/faucets
- (24) Toilets/flushers/urinals
- (25) Paper/towel dispensers
- (26) Soap dispensers
- (27) Showers
- (28) Floors
- (29) Mirrors

- ii. Staff will replenish all soaps, hand sanitizers and paper products.
- iii. Staff performing tasks must wear gloves and mask at all times.

2. WEEKLY

- a. Dust
- b. De-cobweb
- c. Regular floor care
- d. Carpets

3. MONDAY-WEDNESDAY-FRIDAY

- a. All buildings are electrostatically fogged. This includes furniture, monitors, printers, keyboards, walls, carpets, blinds, vents, fan intakes, and all surfaces.
- b. Any buildings open to the public will have the lobby and bathrooms fogged daily.

4. COVID-19 Disinfectants

Personnel performing cleaning and sanitizing duties should read the manufacturers labels for proper use. All Safety Data Sheet (SDS) information is available in the Maintenance SDS binders located in the Maintenance department.

USE	Name	Dilution	SDS#	EPA#	EPA Approved
Fogging	Vital Oxide	16:1		82972-1	Yes
Spray Surface Cleaner	Oxiver Five-16	None	MS0800464	70627-58	Yes
Spray Surface Cleaner	Purell Professional	None	400000005189	84150-1	Yes

SOP #	COVID-19-3
Date Created	April 27,2020
Date Revised	July 17th, 2020
Date of Implementation	Immediately
Title	Employee Testing Positive for Coronavirus/Covid-19
Function	Procedures following notification of employee testing positive for Covid-19

Upon notification of an employee having tested positive, the Authority shall take the following steps to ensure the health and safety of other employees and the general public:

1. Notifications

- a. Immediately notify the department head, COVID-19 Administrator, Human Resources, and the General Manager
- b. Notify the appropriate Union leadership, if applicable
- c. Notify Contra Costa Health Services
 - i. The COVID-19 Administrator is responsible for contacting Contra Costa Health Services at 1-844-421-0804 (8:00AM – 3:30PM daily), concerning a confirmed case and provide information including, the infected employee's job title, work areas, close contacts, date of symptoms, dates of symptom onset, and shifts worked while infectious.
- d. Identify and notify all other employees the infected employee may have been in close contact with over the prior seven (7) days, or if the infected employee has tested positive and exhibits symptoms, 48 hours from when the infected employee's symptoms first appeared, according to processes described below.
- e. Identify and sanitize facilities and/or coaches where close contact occurred according to processes described below.
- f. Document all aspects of the incident, names phone numbers, vehicles, facility locations and all mitigating measures taken. Place documentation in an incident file with a copy of the IIPP.

2. Sick Leave

Any Authority employee testing positive for COVID-19 will immediately be placed on paid administrative leave for a minimum of two weeks. Paid leave may be extended beyond the initial two weeks on a case by case basis. COVID-administrative paid leave will not be charged against any of the employee's accruals.

3. Returning to Work

The employee may return to work when the minimum criteria described in SOP# COVID-19-6 has been met.

4. Identifying and Notifying Close Contacts

Close contact with infected persons may result in infection and can further spread COVID-19. The Authority will take the following steps to identify and inform employees who may have been in close contact with any employee who has tested positive for, has exhibited symptoms, or has been in contact with someone who has tested positive for COVID-19.

a. Definitions

- i. A “close contact” is any of the following people who were exposed to an “infected person” while they were infectious:
 - (1) An individual who was within 6 feet of the infected person for 15 minutes or more.
 - (2) An individual who had contact with the infected person’s body fluids and/or secretions without wearing appropriate protective equipment, for example, being coughed or sneezed on, sharing utensils or saliva, or providing care without wearing appropriate protective equipment.
- ii. An “infected person” is anyone with COVID-19, has exhibited symptoms, or has been in close contact with someone who has tested positive for COVID-19. An infected person is considered to be infectious from 48 hours before their symptoms first appeared until they are no longer required to be isolated. A person with a positive COVID-19 test but no symptoms is considered to be infectious from 48 hours before their test was taken until 10 days after their test.

g. Processes

- i. Identify and notify all other employees that may have been in close contact with the infected employee over the prior seven (7) days, or if the infected employee has tested positive and exhibits symptoms, 48 hours from when the infected employee's symptoms first appeared. Identification of close contacts must take into account the duration of the exposure, whether the mandated PPE was worn, and proximity to the infected person.
- ii. Notify all identified employees that have been in close contact with an infected person as defined above and place them on ten (10) days paid administrative leave and require they shelter at home.

- (1) The Authority shall maintain confidentiality as required by the Americans with Disabilities Act, Fair Employment and Housing Act, and privacy laws.
 - (2) Provide identified employees who have been in close contact with an infected person with the phone number for the Contra Costa Health Services COVID-19 test site and encourage them to be tested. Employees should call to be screened.
 - (3) Inform identified employees who have been in close contact with an infected person that they may not return to work according to the processes described in SOP# COVID-19-6.
- iii. If an identified employee is in the field they must be contacted immediately and directed to return to the yard and park Authority vehicles on the pad away from other vehicles or buildings. (Employee will receive specific instructions as to where to park at time of communication). Employee may not enter any Authority facility upon their return to Division, rather they must immediately depart from Division in their own vehicle. If the identified employee is an Operator and there are passengers on the vehicle, the passengers must be evacuated from the bus and provided with Contra Costa County Health Services contact information in order to provide them with the opportunity to self-screen.
- iv. The paratransit contractor will comply with all federal, state, and local laws and guidance regarding COVID-19.
- (1) If the infected employee is an employee of the contractor performing paratransit services, the employee will be sent home for a minimum of two weeks, or as otherwise required by local public health officials.
 - (2) If an employee of the paratransit contractor has close contact with an infected person as described above, the employee will be notified and sent home for a minimum of ten (10) days, or as otherwise required by local public health officials.
 - (3) The paratransit contractor shall provide the Authority with the name(s) and phone numbers of all employees that came into contact with infected employee. Such employees will not be allowed at CCCTA facilities until he or she receives a negative COVID-19 test result from Contra Costa County Health Services or is cleared to return to work by a health care provider, and the minimum requirements described in SOP# COVID-19-6 are met.
 - (4) Contractor should follow procedures as described in this document with appropriate contacts to identify all facility locations and

vehicles the infected employee may have come into contact with to facilitate deep cleaning processes.

5. Sanitation of Facilities and/or Coaches

The Authority shall take the following steps to sanitize facilities and coaches that an infected employee may have used:

- a. Identify all facility locations the infected employee may have entered.
 - v. If possible, evacuate and close areas of facilities where the infected employee may have entered;
 - vi. Contact the Superintendent of Facilities Maintenance at (925) 680-2100;
 - vii. Have all facilities that the infected employee entered deep cleaned using accepted anti-viral cleaning solutions. Employees who enter an area where a confirmed case has recently vacated shall wear proper PPE including, an N95 respirator (or higher level), gown, gloves, and eye protection.
- h. Identify all Authority vehicles the infected employee may have used.
 - i. Immediately prevent identified vehicles from being used;
 - ii. Call the Director of Manager of Maintenance at (925) 680-2201;
 - iii. Have vehicles deep cleaned with EPA-approved anti-viral cleaning solutions

SOP #	COVID-19-4
Date Created	May 27,2020
Date Revised	June 1 st , 2020
Date of Implementation	Immediately
Title	Contractor Access to CCCTA Facilities During Covid-19
Function	Procedures for Non-Employee (Contractors) to follow while performing work at Authority facilities.

Contractors providing any service for CCCTA requiring access to buildings must comply with the following rules to maximize the health safety and welfare of employees and the contractor performing work.

1. Contractors should be accompanied by an employee while conducting work when feasible
2. Do not shake hands or engage in any unnecessary physical contact
3. Contractor must sign logbook documenting their presence in the facility
4. Contractor Must wear a mask at all times when inside a CCCTA building
5. Contractor shall observe basic good hygiene practices while performing work in a CCCTA facility, i.e. frequently wash hands, use sanitizer, refrain from entering the facility if experiencing flu like symptoms, has a temperature or tested positive for Covid-19
6. Sneeze and cough into a cloth or tissue or, if not available, into one's elbow
7. Contractor must maintain a minimum of six (6) ft. spacing from any CCCTA employee while in the facility. If work cannot be performed while maintaining appropriate spacing, Contractor shall cease work and immediately re-establish appropriate spacing and wait for a CCCTA employee to establish a safe condition before attempting to restart work.
8. Contractor should use sanitizing wipes to disinfect high touch areas upon completing their work
9. CCCTA employee accompanying a Contractor is responsible for monitoring areas of the facility accessed by a contractor and arranging for appropriate post work disinfecting efforts immediately following any work session with the facilities department
10. The accompanying employee is responsible for ensuring all previously listed requirements are appropriately observed



SOP #	COVID-19-5
Date Created	July 24, 2020
Date Revised	
Date of Implementation	Immediately
Title	Employee Exhibiting COVID-19 Symptoms at Work
Function	Procedures for employees who exhibit symptoms at work attributed to COVID-19

If an employee is exhibiting symptoms that may be attributed to COVID-19, the Authority will immediately send the employee home or to receive medical care. Symptoms that may be attributed to COVID-19 are those recognized by the CDC, including frequent cough, fever, difficulty breathing, chills, muscle pain, headache, sore throat, or recent loss of taste or smell.

1. Notification

The employee exhibiting symptoms that may be attributed to COVID-19 must immediately notify the COVID-19 Administrator.

The COVID-19 Administrator will:

- i. Immediately notify the Department Head, Human Resources, General Manager, and Union leadership (if applicable).
- j. Identify and notify all other employees the infected employee may have been in close contact according to processes described in SOP# COVID-19-3.
- k. Identify and sanitize facilities and/or coaches where close contact occurred according to processes described in SOP# COVID-19-3.
- l. Document all aspects of the incident, names phone numbers, vehicles, facility locations and all mitigating measures taken. Place documentation in an incident file with a copy of the IIPP.

2. Processes

The CCCTA employee will be isolated until he or she can safely exit the building. If the CCCTA employee is in the field, the employee must immediately contact his or her supervisor or COVID-19 Administrator. He or she will be directed to return to the yard and park Authority vehicles on the pad away from other vehicles or buildings. (Employee will receive specific instructions as to where to park at time of communication). The employee may not enter any Authority facility upon his or her return to Division, rather he or she must immediately depart from Division in his or her own vehicle. CCCTA will provide identified employees with the phone number for the Contra Costa Health Services COVID-19 test site and encourage them to be tested. Employees should call to be screened.

If the employee is an Operator and there are passengers on the vehicle, the passengers must be evacuated from the bus and be provided with Contra Costa County Health Services contact information in order to provide them with the opportunity to self-screen.

3. Returning to work

The employee may return to work when the minimum criteria described in SOP# COVID-19-6 has been met.

SOP #	COVID-19-6
Date Created	July 24, 2020
Date Revised	
Date of Implementation	Immediately
Title	Returning to Work
Function	Procedures for employees returning to work following a positive COVID-19 test or contact with an employee testing positive for COVID-19

Employees who have tested positive for, have exhibited symptoms, or have been in contact with someone who has tested positive for COVID-19 may not return to work until he or she receives a negative COVID-19 test result from Contra Costa County Health Services or is cleared to return to work by a health care provider, and the following minimum requirements are met.

1. Symptomatic and Positive Employees

Employees with symptoms who test positive for COVID-19 may return to work only after at least 24 hours have passed since his or her last fever (defined as a fever without the use of fever reducing medication and improvement of symptoms, and at least 10 days have passed since symptoms first appeared.)

2. Asymptomatic and Positive Employees

Asymptomatic employees who test positive for COVID-19 may return to work after at least 10 days have passed since the date of their first COVID-19 positive test. If they develop symptoms, then use criteria described for Symptomatic and Positive Employees.

3. Symptomatic and Negative Employees

Symptomatic employees who test negative for COVID-19 may return to work only after at least 24 hours have passed since his or her last fever (defined as a fever without the use of fever reducing medication and improvement of symptoms, and at least 10 days have passed since symptoms first appeared.)

The categories described above are not intended to be a complete list of minimum requirements. In the event that the employee's particular circumstances do not fall within one of these categories, the Director of Human Resources will assess whether the employee can safely return to work on a case by case basis.

The Director of Human Resources will remain in contact with any infected employee and all other employees that were in close contact with the infected employee. The Director of Human Resources will make the final decision of when any of the employees on paid leave may return to work upon evaluation of appropriate paperwork and may extend paid leave on a case by case basis.

Employees that return to work are strongly encouraged to report the reoccurrence of symptoms that may be associated with COVID-19.

SOP #	COVID-19-7
Date Created	July 17,2020
Date Revised	N/A
Date of Implementation	August 9, 2020
Title	Transit Operator Field Relief During Covid-19
Function	Procedures for cleaning the Transit Operator compartment on buses when making reliefs in the field

The Contra Costa County Department of Health Services (CCHS) has provided the Authority with guidance for Transit Operators making reliefs in the field during the COVID-19 pandemic. This guidance is consistent with CCHS guidance for employees relieving other employees in shared work environments such as medical clinics, office environments and assorted retail settings. CCHS has stated workplace reliefs where the equipment and space is shared is most effective when the relieving employee is responsible for cleaning the workspace prior to the commencement of work. Please refer to the following steps to ensure a safe working environment:

1. If your assignment requires a relief in the field request a package of disinfectant wipes from Dispatch. If your initial report to work is in the field be sure to request your package of wipes the day before you report.
2. When taking control of the bus use the provided disinfectant wipes to wipe down all high touch surfaces that you would likely encounter while operating the vehicle
 - a. Shield handles
 - b. Steering wheel
 - c. All controls (i.e. door control, engine control switches, Clever Devices Control Head...)
 - d. Radio Communication Equipment
 - e. Areas of farebox or dashboard your likely to come into contact with
 - f. Seat
 - g. Seatbelt and latch
3. As you wipe down the Operator compartment, the wipe you are using will begin to lose moisture. When it begins to dry out dispose of the wipe and use another wipe to continue cleaning.
4. When the wipe down process is completed use hand sanitizer.

ATTACHMENT 1

CENTRAL CONTRA COSTA TRANSIT AUTHORITY REPORT OF UNSAFE HAZARDOUS CONDITIONS

Use of this Form

Please use this form whenever you have something to report regarding a safety matter. Your report may be based on your observation of an unsafe practice, an unsafe condition, a problem associated with managerial policies and/or procedures or some other matter. It is the policy of the Central Contra Costa Transit Authority that employees will not be retaliated against for submitting a safety report. Our goal is to eliminate accidents and maintain a safe work environment. Please feel free to use additional sheets of paper to describe fully your identified problem and suggestion.

Identified Problem and Suggestion

Name of Employee Submitting Suggestion (optional*): _____

Telephone Number (optional*): _____

- * If you provide your name and telephone number, you will be kept informed as to the status of your suggestion. Without this information, it will not be possible to keep you updated.

Complete Description of Identified Problem - If the problem is based upon a specific circumstance, please include the date and time that you saw it:

Description of Suggestion(s) - What changes do you recommend to correct the problem?

Signature of Employee (optional) Date

Do not write below this line

Investigative Response

Name of Person Investigating Problem and Suggestion: _____

Results of Investigation - What was found?

Recommended Steps to Correct the Identified Problem - The recommendations may be the same as the employee who submitted this form.

Signature of Investigator Date

ATTACHMENT 2

CENTRAL CONTRA COSTA TRANSIT AUTHORITY SUPERVISOR'S INVESTIGATION REPORT (OCCUPATIONAL INJURY OR ILLNESS)

Time is of the essence. Please be as complete and concise as possible. If you need additional space, please use additional sheet of paper and reference the section. The information you provide should help prevent a similar occupational injury or illness in the future.

Name of injured employee: _____

Department / Division: _____

Date of hire: ____ / ____ / ____

Normal occupation of employee (Job Classification): _____

Name(s) of witness(es): _____

Date of incident: ____ / ____ / ____

Time of incident: _____ A.M. _____ P.M.

Date reported to you: ____ / ____ / ____

Time reported: _____ A.M. _____ P.M.

Did employee leave work due to incident? _____ Yes _____ No

Did employee return to work? _____ Yes _____ No

If Yes, date and time: ____ / ____ / ____

_____ A.M. _____ P.M.

Describe where the incident happened:

Describe the injury or illness, such as a cut, strain, fracture, skin rash:

What part of the body was affected, such as back, left wrist, right eye, lungs:

What was the employee doing when injured? (Be specific by identifying tools, equipment or materials being used) Use additional paper if necessary:

Did any of the following factors apply to how and why the incident occurred? If you answer YES or PARTLY, please provide further information.

Factors	YES	PARTLY	NO
Lack of knowledge or skill			
Error			
Lack of (or incorrect) policies, procedures, rules			
Lack of (or insufficient) safety training			
To many demands and/or pressures			
Lack of sufficient number of people to do the work			
Hazards			
Insufficient, improper, or unrepared equipment and/or tools			
Incorrect design of facilities, equipment, materials			
Inattention			
In a hurry			
Other			

In your opinion, was this incident preventable?
Why?

_____ Yes _____ No

What is the Loss Severity Potential?

_____ Major _____ Serious _____ Minor

What is the Probable Recurrence Rate?

_____ Frequent _____ Occasional _____ Rare

What actions will be taken to prevent a recurrence?

Expected completion date: _____ / _____ / _____

Actual completion date: _____ / _____ / _____

Investigation Supervisor's name (Print) _____

Title: _____

Investigating Supervisor's signature: _____

Date: _____ / _____ / _____

*File copy in the employee's personnel file and any other investigation files.

ATTACHMENT 3

CENTRAL CONTRA COSTA TRANSIT AUTHORITY NEW EMPLOYEE SAFETY ORIENTATION CHECKLIST

Use of this form

1. All new employees receive general safety orientation training. All such safety training is documented on this form.
2. The completed checklist is filed in each new employee's personnel file.
3. Check off that each topic has been covered.
4. Both the person who conducts the orientation and the employee sign and date that the orientation training has been completed.

ORIENTATION TOPICS

DATE COMPLETED

1. Review the agency's ***Injury & Illness Prevention Program***.
The instructor conducts a detailed review of this document with Employee. A copy of the IIPP may be provided upon request by the employee. _____
2. Review of those aspects of the agency's ***Employee Emergency Action Plan*** and how it pertains to the employee. _____
3. Review of the employee's **right-to-know** about hazardous substances
In their work environment and provision of information about the agency's ***Hazard Communication Program***, available in their departments. _____
4. Review of **specific accident prevention tips** of the most common types*
 - *Back injury prevention _____
 - *Slip, trip and fall prevention _____
 - *Cut prevention _____
 - *Electrical Shock prevention _____
 - *Driving accident prevention _____
 - *Ergonomics-related injury/illness prevention _____
5. Summary of information covered. _____

DATE OF HIRE: ____ / ____ / ____

Instructor Name (Printed)

Instructor Signature

By signing below, I understand that it is my duty to become thoroughly familiar with and abide by the rules and regulations identified in the Employee Injury and Illness Prevention Program (IIPP) insofar as they apply to the duties which I shall perform for the Central Contra Costa Transit Authority.

Employee Signature

Employee Signature

ATTACHMENT 4

CENTRAL CONTRA COSTA TRANSIT AUTHORITY EMPLOYEE SAFETY TRAINING AND MEETING REPORT

Use of this Form

1. All safety training programs and meetings (including tailgates) conducted for transit system employees, are documented on this form.
2. The completed form is distributed and filed as follows:
 - a. Training Programs
 1. One copy is filed with the master training file for each course. The master file includes this form, the training course curriculum, all training handouts, and anything else that pertains to the training program.
 2. If appropriate, one copy is given to the Human Resources Department where the following information is retrieved and inserted into each attendee's personnel file.

a) Name of employee	d) Training subject
b) Employee's department	e) Whether a certificate was issued
c) Date of training	
 - b. Safety or Tailgate Meetings

This form is filed with the master meeting file for each safety or tailgate meeting. The master file includes this form, the safety or tailgate meeting agenda, all safety or tailgate meeting handouts and anything else that pertains to the safety or tailgate meeting.

Was Program a Training Program? (Yes / No)	Was Program a Safety or Tailgate Meeting? (Yes / No)
Training/Safety or Tailgate Meeting Subject(s):	
Certificate Issued: (Yes / No)	
Training/Meeting Date:	Training Instructor/Meeting Leader Name(s):
Description of Training Provided or Safety or Tailgate Meeting Topic:	
Course or Meeting Handouts (attach to this form):	

CENTRAL CONTRA COSTA TRANSIT AUTHORITY RECORD OF TRAINING FORM

Use of this Form

<u>Employee's Department</u>	<u>Date of Training</u>	<u>Training Subject</u>	<u>Certificate Issued (Yes/No)</u>
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ATTACHMENT 6

CENTRAL CONTRA COSTA TRANSIT AUTHORITY SAFETY INSPECTION FORM / ACTION PLAN

FACILITY INSPECTED:	NAME OF INSPECTOR:
DATE OF INSPECTION:	DATE OF REPORT:
# of items corrected from previous inspections:	() out of ()
# of items uncorrected from previous inspections:	
# of items uncorrected in this inspection:	
# of items corrected on the spot in this inspection:	
# of total items remaining uncorrected in this report:	
Number (%) of total items uncorrected by priority:	
Priority I:	(%)
Priority II:	(%)
Priority III:	(%)

REPORT RECIPIENTS: _____ , _____ ,
_____ ; _____

**For more information regarding this inspection, please contact:* _____

CENTRAL CONTRA COSTA TRANSIT AUTHORITY
SAFETY INSPECTION FORM / ACTION PLAN
(continued)

Location: _____

TC	P	\$	Item # Yr – Mo- #	Observations	Recommendations	Current Status

Key

TC = Check (T) this column when the action is corrected

P = Priority (I-Urgent, II-Necessary, III- Desirable)

\$ = Estimated amount to correct (L = \$0 to \$250, M = \$251 to \$1000, H = \$1001 +, T = Time Only)

ATTACHMENT 7

CENTRAL CONTRA COSTA TRANSIT AUTHORITY CAL-OSHA SERIOUS INJURY/ILLNESS REPORTING REQUIREMENTS

Reporting serious occupational injury or illness.

The IIPP Administrator is responsible for immediately reporting to the nearest Cal/OSHA District office the following occupational injuries/illness:

- a. Injury/illness requiring inpatient hospitalization for other than medical observation or diagnostic testing;
- b. The amputation of a body part;
- c. The loss of an eye; or
- d. Any serious degree of permanent disfigurement.

Information to include in your report to Cal/OSHA.

The IIPP Administrator must report the occupational injury or illness within eight (8) hours from when he or she knows, or with diligent inquiry should have known of the occupational injury or illness. (see the transit system's Employee Injury & Illness Prevention Program, regarding conducting accident investigations).

The IIPP Administrator is required to provide the following information to Cal-OSHA at (707) 649-3700*:

1. Time and date of accident.
2. Employer's name, address, and telephone number.
3. Name and job title, or badge number of person reporting the accident.
4. Address of site of accident or event.
5. Name of person to contact at site of accident.
6. Name and address of injured employee(s).
7. Nature of injury.
8. Location where injured employee(s) was (were) moved to.
9. List and identity of other law enforcement agencies present at the site of accident.
10. Description of accident and whether the accident scene instrumentality has been altered.

*This telephone number is for the Cal-OSHA Enforcement Unit Region 1 office located at
3419 Broadway Street, Suite H8, American Canyon, CA 94503

INTER OFFICE MEMO

To: A&F Committee

Date: July 27, 2020

From: J. Scott Mitchell
Chief Operating Officer

Reviewed by: 

SUBJECT: On-Call General Engineering Consulting Services Contract Award

BACKGROUND:

For the last five years, we have had an on-call engineering contract with Diablo Engineering. Projects we have utilized Diablo Engineering's services for include:

- Bus stop access improvements – design, amenities, sidewalk, real time signage, curb and gutter work.
- Concrete pad replacement.
- WAVE inductive charging system at Walnut Creek BART and on County Connection property.

SUMMARY OF ISSUES:

County Connection released an RFP for engineering services on March 13, 2020. Proposals were due May 15, 2020. Proposers were asked to provide engineering studies, civil and site improvement designs, mechanical and electrical designs, environmental studies, architectural and space planning, structural design, constructability and cost estimating, and construction management. We received two qualified proposals.

Staff working with legal developed the RFP and sample Agreement to ensure conformance to State and Federal requirements. The contract will be non-exclusive allowing us to hire other engineering firms if we desire. There is no guaranteed minimum level of compensation. The contract will be for a term of three years with two one-year options.

We expect to have numerous projects in the next five years, which may include; replacement of underground fuel tanks, and expanding the electric bus charging stations.

OPTION 1:

The A&F Committee recommend that the County Connection Board of Directors authorize the General Manager to enter into a contract with Diablo Engineering for the On-Call General Engineering Consulting Services.

OPTION 2:

Release new Request for Proposal for On-Call General Engineering Consulting Services.

FINANCIAL IMPLICATIONS:

There are no financial implications unless services are utilized.

RECOMMENDATIONS:

Staff recommends that the A&F Committee recommend that the Board of Directors authorize the General Manager to enter into a contract with Diablo Engineering for the On-Call General Engineering Consulting Services.

ACTION REQUESTED:

Staff requests and recommends that the A&F Committee recommend that the Board of Directors at its August 20, 2020, meeting, adopt a Resolution authorizing the General Manager to enter into a contract with Diablo Engineering for the On-Call General Engineering Consulting Services.

To: Administration & Finance Committee

Date: 07/23/2020

From: Ruby Horta, Director of Planning, Marketing & Innovation

Reviewed by: *Ruby*

SUBJECT: FY20-21 SB1 State of Good Repair Funds

Background:

Senate Bill 1 (SB1) provides approximately \$107 million annually to transit operators for eligible transit maintenance, rehabilitation and capital projects. These funds are referred to as State of Good Repair (SGR). The SGR Program is funded from a portion of a new Transportation Improvement fee on vehicle registrations. Based on the State Controller's Office (SCO) allocation estimate, County Connection is eligible to receive \$125,558.

Eligible projects for SGR funding include security equipment and systems, as well as preventative maintenance. Our goal is to use SGR funds to support the ongoing maintenance of our onboard technology.

Financial Implications:

Using FY 2020-21 SGR funds to pay for ongoing ITS maintenance expenses will directly offset operating expenses.

Recommendation:

Staff is proposing to apply for a grant amount of \$125,558 in FY 2020-21 SGR funds to pay for the ongoing maintenance expenses related to the ITS systems.

Action Requested:

Staff requests A&F Committee forward this item to the Board for approval. The accompanying resolution will be included in the Board packet.

RESOLUTION NO. 2021 - 001

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

* * *

**AUTHORIZING THE GENERAL MANAGER TO SUBMIT A GRANT APPLICATION
FOR STATE OF GOOD REPAIR FUNDS**

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;

WHEREAS, Senate Bill 1 ("SB1"), the Road Repair and Accountability Act 2017, established the State of Good Repair Program to fund eligible transit maintenance, rehabilitation and capital project activities that maintain the public transit system in a state of good repair; and

WHEREAS, based on the State Controller's Office allocation estimate, CCCTA is eligible to receive \$125,558 in SB1 State of Good Repair Program funds.

NOW, THEREFORE, BE IT RESOLVED by the Central Contra Costa Transit Authority Board of Directors that the General Manager, or his designee, is authorized to apply for funds from the SB1 State of Good Repair Program, and to execute any agreements that may be needed and take any other actions upon award of any grant funds received.

Regularly passed and adopted this 20th day of August 2020, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Candace Andersen, Chair, Board of Directors

ATTEST:

Lathina Hill, Clerk to the Board

To: Administration & Finance Committee

Date: 7/22/2020

From: Melody Reeb, Manager of Planning

Reviewed by: *Nish*

SUBJECT: Clipper MOU Amendment No. 2

Background:

The Amended and Restated Clipper Memorandum of Understanding (MOU) was entered into on February 19, 2016 by and among the Metropolitan Transportation Commission (MTC) and the transit operators participating in the Clipper program, including County Connection. In addition to defining roles and responsibilities related to the Clipper program, the MOU, which was originally approved by County Connection's Board of Directors in October 2015, defines the operating cost and revenue allocation formulas among the operators and MTC.

MOU Amendment:

The Next-Generation Clipper system is currently in development, and the amendment addresses the allocation of costs related to the initial "accelerated" phase of the new system, which is being deployed over the next couple years. This includes a mobile app scheduled to be released at the end of this year, as well as new onboard equipment scheduled to be installed starting late next year. The amendment also addresses costs related to the extension of the current system contract.

County Connection staff participated in a Working Group with MTC and other transit operator staff to develop the proposed cost allocation formulas. They largely mimic the existing formulas that are in place, which aim to align actual cost drivers, such as usage of the system, with allocation amounts. The amendment and cost sharing agreements were approved by the Clipper Executive Board at its June meeting and is now being circulated to the parties for approval. The amendment has also been reviewed by County Connection's legal counsel. All transit operators are required to approve this MOU in order to continue participation in the Clipper program. Per Resolution No. 3866, "MTC is required to evaluate an operator's compliance with coordination improvements prior to an operator receiving allocations for State Transit Assistance (STA) funds." Failure to approve the MOU amendment would risk County Connection's eligibility for STA funds.

Financial Implications:

The amendment will result in increased costs to all participating agencies due to the additional operating costs associated with the accelerated deployment phase. Actual amounts will depend on usage, but staff has estimated that County Connection's share will be an additional \$15,000 per year. This increase in Clipper fees has been included in the FY 2021 budget.

Recommendation:

Staff proposes the A&F Committee recommend the Board authorize the General Manager to execute Amendment No. 2 to the Amended and Restated Clipper Memorandum of Understanding.

Action Requested:

Staff requests the A&F Committee forward this item to the Board for approval.

Attachments:

Amendment No. 2 to Amended and Restated Clipper® Memorandum of Understanding

AMENDMENT NO. 2 to

AMENDED AND RESTATED CLIPPER® MEMORANDUM OF UNDERSTANDING

This is Amendment No. 2, effective as of _____, 2020 ("Amendment No. 2 Effective Date") to the Amended and Restated Clipper Memorandum of Understanding (the "MOU") dated February 19, 2016, as amended on April 17, 2017, by and among the Metropolitan Transportation Commission ("MTC") and the following transit operators participating in the Clipper program (referred to herein individually as an "Operator" or collectively as the "Operators"):

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

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

Recitals

1. *On September 26, 2018, MTC, as Contracting Agency under this MOU, entered into a contract (the "Next-Generation Clipper Contract") with Cubic Transportation Systems, Inc. (the "Clipper Contractor"), to act as system integrator for the next-generation Clipper fare payment system (the "Next-Generation Clipper System"), including system design, development and testing, installation and transition, operations and maintenance, and end-of-term transition.*
2. *In order to ensure a smooth transition from the current Clipper fare payment system to the Next-Generation Clipper system, MTC extended its contract with the Clipper Contractor – to implement, operate and maintain the Clipper fare payment system through November 2, 2019 (the "Clipper Contract") – for a period of up to five years ("Clipper Contract O&M Extension Period"), through November 2, 2024.*
3. *During the four years since the Parties entered into the MOU, the use of Clipper has expanded beyond public transit and outside the nine counties represented by the Operators.*

4. *The Parties now wish to amend the MOU to address changes to the Clipper program, including the expanded use of Clipper and the implementation, operation and maintenance of the Next-Generation Clipper fare payment System. Such changes affect cost allocation agreements among MTC and the Operators to pay for the Accelerated Deployment operation and maintenance costs associated with the implementation of a Clipper mobile app, and procurement and installation of next-generation devices during the Clipper Contract O&M Extension Period.*
5. *The purpose of the amendment to Appendix B-3 of the MOU is to identify and define the cost allocation agreements among MTC and the Operators during the Clipper Contract O&M Extension Period. The Clipper Contract O&M Extension Period includes two payment mechanisms: a line item based price structure as described in the Clipper Contract and a time and materials reimbursement. Under the terms of the Clipper Contract O&M Extension, the line item price structure will apply through at least November 2, 2021. Thereafter, payment may continue in accordance with the Clipper Contract line item price structure, or, if mutually agreed to by MTC and the Clipper Contractor, and with one year's advance notice, transition to time and materials payment. Sections 1 and 2 of Appendix B-3 establish the cost allocation agreements among the Parties through at least November 2, 2021, and apply also to any subsequent Clipper Contract O&M Extension Period years paid for according to the line item price structure in the Clipper Contract. Section 3 of Appendix B-3 allocates costs among the Parties during any time and materials payment years in the Clipper Contract O&M Extension Period. Section 4 of Appendix B-3 allocates revenue from the Clipper Contract, regardless of the form of payment to the Clipper Contractor.*
6. *For purposes of this Amendment No. 2, references to the "Clipper program" or "Clipper" refer collectively to the systems implemented under the Clipper Contract, the Next- Generation Clipper Contract, and other contracts to be entered into to implement and operate the current and Next- Generation Clipper System.*

The MOU is amended as follows:

1. Article I, Operator Responsibilities, is deleted in its entirety and replaced by a new Article I, Operator Responsibilities, to read as follows:

ARTICLE I, Operator Responsibilities

Each Operator agrees to:

- A. Implement and operate the Clipper program in accordance with the Clipper Operating Rules, as adopted and amended from time to time, consistent with the consultation and approval process set forth in Appendix A, Process for Amending Clipper Operating Rules, attached hereto and incorporated herein by this reference. The Clipper Operating Rules establish operating parameters and procedures for the consistent and efficient operation of Clipper throughout the region. The current version of the Clipper Operating Rules is available on MTC's website at <http://clipper.mtc.ca.gov>

- B. Pay its share of Clipper costs, including costs of the salary of additional Clipper staff necessary to support the Executive Board, according to Appendix B, Clipper Cost and Revenue Allocation, *as amended*, attached hereto and incorporated herein by this reference. Changes to Appendix B require an amendment to the MOU in accordance with Article XI.A.
 - C. Make its facilities and staff available for implementation and operation of Clipper. Any Operator and the Contracting Agency may agree to an Operator-specific implementation plan, setting forth specific requirements regarding implementation and operation of Clipper for such Operator.
 - D. Make determinations regarding the placement of Clipper equipment on the Operator's facilities and equipment; perform necessary site preparation; attend Clipper Contractor training on the use of the Clipper equipment; and provide training to employees using the equipment.
 - E. ~~Beginning two years after the effective date of this Agreement, and every two years thereafter, p~~Participate in a ~~regular~~ *as-needed* reviews of the cost and revenue allocation formulas in Appendix B; to support fairness among Operators and to accommodate changes in shared operation costs.
2. Article II, MTC Responsibilities, is amended to add subsection G, as follows:
- G. *Enter into Affiliate Participant agreements in accordance with Article VI.B.*
3. Article IV, Clipper Executive Board, is deleted in its entirety and replaced by a new Article IV, Clipper Executive Board, to read as follows:

ARTICLE IV, Clipper Executive Board

- A. Role; Composition. The Parties agree that responsibility for the *policy oversight and* management of the ~~current~~ Clipper program ~~as well as the strategic planning effort to procure and implement a future system on or before the termination of the current Clipper Contract~~, shall reside with a Clipper Executive Board ("Executive Board"). The Executive Board's responsibilities shall be executed in a manner consistent with the Operator, MTC and Contracting Agency responsibilities set forth in Articles I, II and III, respectively. The Executive Board shall be comprised of nine members: one representative each from SFMTA, BART, Caltrain/SamTrans, AC Transit, VTA, GGBHTD and MTC, and two representatives who are selected to represent all other Operators (the "Small Operators") in the sole discretion of the Small Operators. Each representative shall be at the General Manager or Senior Management level.
- B. Principles. The Executive Board shall adhere to the following principles:
 - 1. The Clipper program shall continue as the primary electronic fare collection system for the Operators.

2. Each member of the Executive Board commits to actively advance the continued successful operation, maintenance and growth of the Clipper program on a cost effective, operationally efficient, and coordinated basis.
3. Promote efforts to reduce the overall cost of the Clipper program, including operating costs, capital costs and consultant expense.
4. Promote regional efforts to simplify fare structures while protecting revenue levels.

C. Duties. The Executive Board shall undertake the following duties:

1. Meet in accordance with a regular meeting schedule established by the Executive Board, not less than quarterly.
2. Establish goals for the Clipper program, including targets to increase market penetration and cost containment initiatives. The Program Goals and Performance Measures are attached as Appendix C, and may be amended by unanimous vote of the Executive Board from time to time.
3. Propose for review by MTC, Operators and other funding sources (collectively, the "Funding Agencies") a biennial capital and operating budget for the Clipper program. Revise and adopt the proposed budget in accordance with the Clipper budgets adopted and/or allocations made by each of the Funding Agencies. The biennial budget will outline staffing requirements and resources needed to accomplish the work plan. The budget will define required funding, identify funding sources, and specify the amount of individual agency contributions.
4. Adopt a detailed biennial work plan to implement the established goals and budget.
5. Designate the Contracting Agency, as further described in and subject to Article IV.D, and provide policy oversight, advice, and direction to the Contracting Agency.
6. Evaluate the performance of the Clipper Executive Director on at least an annual basis. The Board will develop goals and objectives jointly with the Clipper Executive Director, which will form the basis for the annual evaluation.
7. Review and authorize Significant Business Matters as described in Article IV.E.
8. Establish such procedures as shall be necessary or desirable to facilitate compliance by the Executive Board with the Ralph M. Brown Act (Government Code Section 54950 *et seq.*) (the "Brown Act") and other applicable laws.

- D. Designation of a Contracting Agency. The Executive Board shall designate one of the Parties to serve as the "Contracting Agency" with the responsibilities defined in Article III. MTC shall serve as the initial Contracting Agency. The Executive Board shall review the designation of the Contracting Agency not more often than once every three (3) years and may designate any of the Parties as a new Contracting Agency no later than one year prior to the proposed assignment date, which designation may be subject to the approval of the governing board of the proposed new Contracting Agency. In the event of a new designation, the then-current Contracting Agency shall seek approval from its governing board to assign all outstanding contracts, funding agreements, licenses, and accounts to the newly designated Contracting Agency and, if it receives approval from its governing board for such assignment, take such other actions as may be necessary or convenient to effect the transition of the Contracting Agency role. In the event of a change from the role of MTC as the Contracting Agency, the Executive Board will work with MTC and the successor Contracting Agency to protect or minimize loss or degradation of jobs for Clipper support staff at MTC.
- E. Significant Business Matters. The Executive Board shall decide all Significant Business Matters by a majority vote. "Significant Business Matter" shall mean any matter that can reasonably be expected to have a substantial financial impact (defined as an impact of \$250,000 or more) or a substantial operating impact (defined as causing operations to fall below then-current annual operational goals) on Clipper or any of the Parties. Significant Business Matters, include, but are not limited to the following:
1. Approval of Clipper *Program Contracts and* Change Orders that exceed the maximum authority levels established by the Contracting Agency's procurement rules for its chief executive officer, or \$250,000, whichever is less, or that are not funded in the biennial budget. Contracting Agency governing board approval may also be required.
 2. Amendments to the Clipper Operating Rules, pursuant to Appendix A.
 3. Acceptance of new Parties to the Clipper program. The Executive Board delegates to MTC the authority to sign supplemental agreements with new Parties accepted into the program, as provided in Article VI.
 4. *Acceptance of Clipper Affiliate Participants, as described in Article VI.B,* and implementation of new business ventures or opportunities for the Clipper program.
 - ~~5. Contract awards for contract amounts that exceed the maximum authority levels established by the then-current Contracting Agency's procurement rules for its chief executive officer, or \$250,000, whichever is less. Contracting Agency governing board approval may also be required.~~
 5. Assignment of the *Next-Generation* Clipper Contracts. Contracting Agency approval shall also be required.

6. Approval of expenses (administrative, operating and legal) incurred by the Contracting Agency if in excess of or not contemplated by the current approved budget.
- ~~7. Approval of the Clipper® 2.0 rollout strategy.~~
7. Decision whether any other matter, not expressly included or excluded as a Significant Business Matter in this list, is a Significant Business Matter in accordance with the definition above.

The foregoing definition of “Significant Business Matters” may be amended by unanimous vote of the Executive Board from time to time.

- F. Quorum. Five members of the Executive Board constitute a quorum. In the absence of a quorum, a smaller number of Executive Board members may secure the attendance of absent members by video conference, teleconference or other means compliant with the Brown Act to establish a quorum. Only eligible voting members shall be counted to establish a quorum.
 - G. Voting. Each member of the Executive Board shall have one vote. A vote of a majority of the Executive Board is required for approval. Executive Board members may not abstain from voting on any matter before the Executive Board, except in cases of conflicts of interest.
 - H. Board Chair; Committees. The Executive Board shall bi-annually elect a Chair and Vice Chair from its members. The Chair shall provide administrative staff support to the Executive Board, as needed as determined by the Chair and the Clipper Executive Director. The Chair may appoint advisory committees or working groups for specified projects of limited duration. The Executive Board may establish standing committees from time to time.
 - I. Delegates. Executive Board members may appoint, in writing, delegates to vote on their behalf in the event of a member's absence from any Executive Board meeting, for up to four (4) meetings per calendar year. No voting rights are accorded to delegates, nor do delegates count toward a quorum of the Executive Board, when they are representing an Executive Board member for meetings after four (4) missed meetings in a calendar year.
4. Article VI, New Operator Participants, is amended as follows:

The title of Article VI is amended to read: “*New Operator and Affiliate Participants*,” and a new subsection B is added to Article VI, entitled “*Affiliate Participants*”.

- A. *New Operator Participants.* Any Bay Area transit operator not a Party to this Agreement must be approved by the Executive Board and agree to the terms of the MOU then in effect as a condition of implementing Clipper, by entering into a supplemental agreement to this MOU accepting the then-current terms of this MOU. Signature by the other Parties to the MOU is not required. MTC shall not enter into a supplemental agreement

with a particular operator prior to the issuance of a Change Notice to the Clipper Contract covering all or a portion of the work required to accept such operator into the system. MTC shall provide the other Parties to the MOU with written notice of each supplemental agreement. *“Bay Area transit operator”, for purposes of this Article VI means a transit operator with headquarters located within the nine counties within MTC’s jurisdiction.*

- B. *Affiliate Participants.* *The Executive Board must approve implementation of Clipper or use of the Clipper card, brand, or application on any transit operator with headquarters located outside the Bay Area or by a business that is not a transit operator (collectively, “Affiliate Participants”), with the exception of institutional programs such as university or employee programs. Affiliate Participants shall be required to enter into an agreement with the Contracting Agency accepting the then-current terms of the MOU and agreeing to additional terms and conditions for implementation of Clipper or use of the Clipper card, brand, or application. Any additional costs incurred by the Clipper program shall be paid for in accordance with such agreements. In addition, the Contracting Agency shall include indemnification provisions in such agreements at least as stringent as those set forth in Article VII.*

5. Article VIII, Term, is amended as follows:

The term of the MOU shall begin on the Effective Date and continue through *February 19, 2026*~~the term of the Next Generation Clipper Contract~~, unless terminated by written agreement of the Parties.

6. Appendix B-3, Clipper Cost and Revenue Allocation Effective January 1, 2017, is deleted in its entirety and replaced with a new Appendix B-3, attached hereto and incorporated herein by this reference.
7. A new Appendix B-4, Next-Generation Clipper Contract Operations & Maintenance (O&M) Cost Allocation, is added, attached hereto and incorporated herein by this reference.
8. All other terms of the MOU not amended herein shall remain in full force and effect.

SIGNATURES ON SUBSEQUENT PAGES

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

Metropolitan Transportation Commission

Approved as to form:
Adrienne D. Weil, General Counsel

Name: Therese W. McMillan
Title: Executive Director

Leslie G. Miessner, Senior Counsel

Date:_____

Appendix B-3, Clipper Contract Cost and Revenue Allocation Effective January 1, 2017

1. Cost Allocation Among Operators

The allocation of Clipper operating costs to each Operator shall be tied to the cost driver of each category of operating expense outlined in Section 2.B. The percent allocation in each category will be based on actuals by Operator. "Percentage of Cards Used" by Operator will be used to assess operating fees for account-based, fixed or other costs not directly attributable to either transit transactions or revenue and will be based on the number of individual cards used at least once on an Operator's system. "Fee-Generating Transit Transactions" shall mean any activity in which a Clipper card is used to receive service on or from an Operator's system that results in a charge pursuant to Attachment 2 to Part I of the contract between MTC and Cubic for the operation of Clipper. "Revenue Processed" shall mean the fee collected on behalf of each Operator by the Clipper clearinghouse (e.g., the price charged to ride on the Operator's transit system, the value of pass sales, the amount of parking fees paid).

The allocation of Clipper operating costs to each Operator *while the current Clipper Contract line item pricing structure is applicable* shall be based on the following formula:

MOU Section 2.B.i	Fee Category	Allocation Formula
a,b,c	9.0 Cardholder Support Services	Percentage of Cards Used
d,e,f	10.0 Third Party Load Service Fees	Percentage of Cards Used
g	11.0 Autoload Services	Percentage of Cards Used
h	13.22.45 Supplemental Operations	Percentage of Cards Used
i	13.31 Clipper Transaction Fee	Percentage of Fee-Generating Transit Transactions
j,k,l,m	13.60-90 Incremental Credit/Debit Card Interchange Fees	Percentage of Revenue Processed
n	Reimbursement of Bank Fees/Direct Charges	Percentage of Revenue Processed
o	Network Communication	Direct Charge to Operator
p	Specialized Card Printing	Direct Charge to Operator
q,r	Operator Share of Staffing	Percentage of Cards Used
s	Add Value/TVM Debit Card Interchange Fees for Non-Clipper Gateways	Percentage of Revenue Processed

In addition to the Clipper operating costs allocated in accordance with Section 2.B(i) herein, each Operator shall be responsible for payment of:

- a. Clipper Data Server (CDS) Store operating costs specified below for any

CDS Store implemented on such Operator's site; *and*

- ~~b. Credit/debit interchange fees charged through ticket office terminal devices using an Operator specific credit/debit gateway. This responsibility is subject to review pursuant to Article I.E to ensure that no single Operator is unfairly burdened by such fees; and~~
- b. Incremental Clipper operating costs established by and/or resulting from Clipper Contract change orders requested and funded by an Operator for Operator's use and benefit shall be the responsibility of such Operator. This applies to costs or portions of costs that would otherwise be MTC's responsibility as described below.

2. Clipper Costs

A. MTC Operating and Maintenance Costs. MTC shall pay the following Clipper operating costs *under the Clipper Contract's line item pricing structure*:

- i. All fixed operating costs of the Clipper clearinghouse and equipment maintenance services costs as specified in the Clipper Contract's Price Schedule (Attachment 2 to the Clipper Contract) (the "Price Schedule"), including:
- a. Item 3.20 Program Management – Operations and Maintenance
 - b. Item 3.30 Clipper Testbed Operations & Maintenance
 - c. Item 5.31 Operator Help Desk
 - d. Item 5.32 Reporting
 - e. Item 5.33 Asset Management
 - f. Item 6.0 Equipment Maintenance Services
 - g. Item 10.21(a) Location Acquisition
 - h. Item 10.22 Location Servicing and Support
 - i. Item 10.23 (a) Acquisition Payment for Third Party Location
 - j. Item 12.0 Network Management
 - k. Item 13.22 Basic Monthly Operations and Admin
- ii. Variable Clipper operating costs as specified in the Price Schedule (Attachment 2 to the Clipper Contract), specifically:
- a. Item 7.10-2 Senior and Youth Card Mail-In Applications
 - b. Item 8.10(a-g) Card Distribution Services
 - c. Item 8.11 Card Distribution Services
 - d. Item 8.12 Card Distribution Services
 - e. Item 8.20 Cardholder Education
 - f. Item 8.31 Location Acquisition for Completion of Distribution Network
 - g. Item 8.32 Location Acquisition for Completion of Distribution Network
 - h. Item 8.41 Pass Through of Amounts Paid for Installation of Phone Lines
 - i. Item 9.41 Fixed and Incremental Fees Per Active Card Account

- (50% of the invoiced amount)
 - j. Item 9.5 Service Level Standard Incentives and Abatements
 - k. Item 13.100 Mobile Website Operations and Maintenance
- iii. All other lump sum and capital expense items specified in the Price Schedule not enumerated above or covered by Section 2.B.

B. Operator Operating Costs under the Clipper Contract's Line Item Pricing Structure.

- i. Operators shall pay the following listed Clipper operating costs in accordance with the cost sharing formula in Section I, reduced by any amounts payable by MTC pursuant to Section 2.A. References to Item numbers refer to the corresponding prices payable to the Clipper Contractor under the Price Schedule, which are subject to annual price adjustment as specified in Article 13.6 of the Clipper Contract:
 - a. Item 9.24 Balance Protection Services Registration
 - b. Item 9.25 Lock/unlock Clipper Application
 - c. Item 9.41 Fixed and Incremental Fees Per Active Card Account (50% of the invoiced amount)
 - d. Item 10.11 Clipper E-purse Load
 - e. Item 10.12 Pass/Stored Ride Load
 - f. Item 10.24 Employer Program Commission
 - g. Item 11.0 Autoload Services
 - h. Item 13.22.45 Supplemental Monthly Operations and Admin
 - i. Item 13.31 Clipper Transaction Fee
 - j. Item 13.60 Incremental Gateway Fees
 - k. Item 13.70 Incremental Debit Card Interchange Fees
 - l. Item 13.80 Incremental Credit Card Interchange Fees
 - m. Item 13.90 Pass Through Website Credit Card Processing Fees
 - n. Reimbursement of Contracting Agency bank fees and direct bank charges in connection with the Clipper bank account(s) in excess of the amounts reimbursed under Section 34.A below
 - o. Direct payment or reimbursement of Contracting Agency costs for network communication.
 - p. Direct payment or reimbursement of Contracting Agency costs for materials necessary for additional printing, e.g. secondary printing or personalization, on Clipper cards
 - q. Reimbursement of Contracting Agency costs for a portion of salary and benefits of any additional staffing as approved by the Executive Board to support the Clipper program.
 - r. Reimbursement of Contracting Agency costs for a portion (at least fifty percent) of the salary and benefits of the Clipper Executive Director as approved by the Executive Board.
 - s. Reimbursement of Operator costs for credit/debit interchange fees ~~charged through an Operator-specific gateway associated with Clipper sales through generated~~ *through an Operator-specific gateway associated with*

Clipper sales through ticket office terminal (TOT) devices and add value and ticket vending machines, as long as the total average fees do not substantially exceed the average Clipper fees. ~~Reimbursement procedures are subject to the adoption by the Clipper Executive Board at least 90 days in advance.~~

- ii. Changes or Additions to Operator Operating Costs Items. Except as reserved for Executive Board approval in 2.B(i)(q, r, s), substantive changes or additions to the Operator-paid operating cost items set forth in Section 2.B(i) require an amendment to this Appendix B and approval of all Parties to the MOU as of the date of the change or addition.
- iii. Contracting Agency shall invoice each Operator on a monthly basis for its share of the operating costs. The Operators shall pay Contracting Agency within fifteen (15) calendar days of receipt of such invoice.

3. *Cost Allocation of Time and Materials Payments to Clipper Contractor during Clipper Contract O&M Extension Period*

Any payments to the Clipper Contractor on a time and materials basis during the Clipper Contract O&M Extension Period, exclusive of pass-through fees, will be split equally (50%/50%) between MTC and the Operators. The Operators' share shall then be further allocated to each Operator based 50% on its Percentage of Cards Used and 50% on its percentage of Fee-Generating Transit Transactions.

Pass-through fees shall be allocated to Operators as set forth Sections 1 and 2 above.

4. *Revenue Allocation*

Revenues generated by Clipper during any period of time, including interest earnings on funds held by the clearinghouse and excluding fare revenues or parking fees collected on behalf of and distributed to Operators, shall be utilized as follows:

- A. To offset Contracting Agency's bank fees and direct bank charges related to the managing of the Clipper accounts;
- B. After deduction of Contracting Agency's bank fees and charges under Section 34.A above, To reduce the Operators' Clipper operating costs listed in Section 2.B(i) or in Section 3 above; and
- C. After payment of Operators' Clipper operating costs listed in Section 2.B(i) or in Section 3 above, to be allocated to Operators by applying the percentage of cards used by Operator specified in Section I herein, unless otherwise authorized by the Executive Board.

Notwithstanding the above, fees charged cardholders for card acquisition, card replacement, balance restoration, failed Autoload funding recovery, card refund

processing, and other card- related activities shall be reserved to pay for future card procurements; provided, however, that surcharges on limited use cards or other fare media imposed by an Operator to pay for the acquisition, implementation, administration and replacement of such fare media shall be distributed to and retained by such Operator. (For clarity, any surcharge imposed by an Operator as part of its fare structure shall be considered "fare revenue" and shall be distributed to and retained by such Operator.)

Review

~~The Parties acknowledge that this Appendix B is based upon and specific to the payment terms of the existing Clipper Contract which has a term through November 2, 2019. Therefore, the Parties agree to commence timely, good faith negotiations to implement revisions to this Appendix B necessitated by any Executive Board approval of (a) any extension to the existing Clipper contract or (b) any contracts that succeed or replace the existing Clipper contract, whether in whole or in part, that would take effect on such successor contract's effective date."~~

Appendix B-4
Next-Generation Clipper Contract Operations & Maintenance (O&M) Cost Allocation

1. Allocation of Fixed Monthly Accelerated Deployment O&M Payments

Payments to the Clipper Contractor for Accelerated Deployment of the Next-Generation Clipper system under the Next-Generation Clipper Contract will be triggered by issuance of a Notice to Proceed (NTP) from MTC to the Clipper Contractor for the Accelerated Deployment Mobile Application and another NTP for Accelerated Deployment of Next-Generation Clipper System equipment.

- a. Accelerated Deployment fixed monthly O&M payments triggered by MTC issuance of an NTP for the Clipper mobile application shall be split 50%/50% between MTC and the Operators. Each Operator's share would then be determined based 50% on its Percentage of Unique Cards Used and 50% on its percentage of Fee-Generating Transit Transactions.*
- b. Accelerated Deployment fixed monthly O&M payments triggered by issuance of an NTP for the procurement and installation of Next-Generation Clipper equipment shall be split 50%/50% between MTC and the Operators. Each Operator's share would then be determined based 50% on its Percentage of Cards Used and 50% on its percentage of Fee-Generating Transit Transactions (excluding BART's Fee-Generating Transit Transactions from the total count).*
- c. MTC shall pay for 100% of the pass-through fees associated with the conversion of physical Clipper cards to virtual mobile cards.*
- d. On-going pass-through fees associated with the use of virtual mobile cards shall be split 50%/50% between MTC and the Operators. Each Operator's share would then be determined based on its Percentage of Unique Cards Used.*

To: A&F Committee

Date: July 28, 2020

From: Lisa Rettig, Director of Human Resources

Reviewed by: Bill Churchill,
Assistant General Manager

WC.

SUBJECT: Reclassification of 2 Administrative Positions

SUMMARY OF ISSUES:

Staff is reclassifying 2 Administrative positions due to increased responsibilities and significant additional job duties.

The current Manager of Accessible Services is being changed to Director of ADA Paratransit and Specialized Services and the current Manager of Training is becoming Director of Safety and Training.

The rationale for the Accessible Services change is because the position has changed significantly since the incumbent was hired. The role has become a leader and advocate for the organization on many fronts. This position participates in regional and county transportation planning as it relates to paratransit and specialized services. It also provides leadership and acts as the Authority liaison to a host of regional and local entities charged with developing planning, funding, policies, and coordination for developing innovative ADA Paratransit services, rides for seniors and other specialized transportation concepts.

The change from Manager to Director of Safety and Training is due to increased job responsibilities required by the FTA and State regulations. The FTA's new safety program requires a higher-level position with a direct reporting relationship to the General Manager. The State of California requires a Safety Officer named in our Injury and Illness Protection Plan (IIPP) for managing our Agency wide safety program. This position is currently vacant.

FINANCIAL IMPLICATIONS:

TBD, as stated above the Director of Safety and Training is currently unfilled

ACTION REQUESTED:

None, informational item only