



## MEASURE J TRAFFIC CONGESTION RELIEF AGENCY

### BOARD OF DIRECTORS

#### Meeting Agenda

Tuesday, May 17, 2022

4:00 PM

**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 members, staff and the public may participate remotely via Zoom

Join Zoom Meeting

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#### **Public Comment**

Public comment may be submitted in advance of the meeting via email to [admin@ridetraffic.com](mailto:admin@ridetraffic.com). Please indicate in your email the agenda item to which your comment applies. Comments submitted before the meeting will be provided to the Technical Advisory Committee before or during the meeting.

Please submit public comments as soon as possible so that they can be provided to the Technical Advisory Committee before, and, as feasible, during the meeting.

*Any document provided to a majority of the members of the Measure J Traffic Congestion Relief Agency (TRAFFIX) Board of Directors any item on this agenda will be made available for public inspection at the meeting. Members of the public may arrange to view documents after the meeting by calling the TRAFFIX Administrative Coordinator at 925-973-2649 during normal business hours.*

I. **Call to Order**

II. **Roll Call**

**III. Public Comment**

**IV. Order of the Agenda**

**V. Consent Calendar**

- A. Approve** a Resolution of the Board of Directors of the Measure J Traffic Congestion Relief Agency declaring that meetings will continue to be held via teleconference
- B. Approve** the Summary of Actions from March 18, 2022 Meeting

**VI. Reports and Presentations**

- A. Receive Update** on TRAFFIX Pass Sales, Marketing and Outreach
- B. Receive Update** on TRAFFIX Operations
  - B.1. Receive** TRAFFIX Administrative Coordinator Report
  - B.2. Receive** First Student Location Manager Report

**VII. Old Business**

- A. Receive Verbal Update** on TRAFFIX RFID System

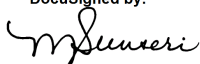
**VIII. New Business**

- A. Review and Approve** Contract with Planteria for TRAFFIX website maintenance and hosting services
- B. Review and Approve** Contract with Hanson Bridgett for TRAFFIX legal services
- C. Review and Approve** Marketing & Outreach plan for 2022-23 school year
- D. Review and Approve** TRAFFIX Financial Plan for FY 2022-2023
- E. Review and Approve** TRAFFIX meeting schedule for FY 2022-23
- F. Receive Update** on bus pass design contest
- G. Review** Transition of Chair and Vice Chair effective July 1, 2022.
- H. Discuss** continuation of Zoom or return to in-person Board meetings

**IX. Adjournment:** The next scheduled meeting is Wednesday, July 19, 2022 at 4:00 PM via Zoom conference call

## CERTIFICATION

I, Marie Sunseri, City Clerk for the Town of Danville, hereby certify that the foregoing agenda was posted for the noted meeting 72 hours in advance.

DocuSigned by:  
  
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Marie Sunseri, City Clerk, Town of Danville

In compliance with the Americans with Disabilities Act, the County of Contra Costa will provide special assistance for disabled citizens. If you need special assistance to participate in this meeting, please contact Marie Sunseri at [msunseri@danville.ca.gov](mailto:msunseri@danville.ca.gov). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. [28CFR 35.102-35.104 ADA Title II]



## TRAFFIX BOARD OF DIRECTORS

May 17, 2022

### V. Consent Calendar

- A. **Approve** a Resolution of the Board of Directors of the Measure J Traffic Congestion Relief Agency declaring that meetings will continue to be held via teleconference
- B. **Approve** Summary of Actions from March 18, 2022





DATE: May 17, 2022

TO: TRAFFIX Board of Directors

FROM: TRAFFIX Technical Advisory Committee

SUBJECT: **V.A. Approve a Resolution** of the Board of Directors of the Measure J Traffic Congestion Relief Agency declaring that meeting will continue to be held via teleconference

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## BACKGROUND

On March 4, 2020, Governor Newsom declared a State of Emergency in response to the COVID-19 pandemic. On March 17, 2020, the Governor issued Executive Order N-29-20, which suspended certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings electronically without a physical meeting place.

On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which among other things, rescinded his prior Executive Order N-29-20, effective October 1, 2021. At that point, agencies would have transitioned back to public meetings held in full compliance with the preexisting Brown Act teleconference rules. Since the Governor issued Executive Order N-08-21, the Delta variant has emerged, causing a spike in cases throughout the state. As a result, the Governor's proclaimed State of Emergency remains in effect, and state officials, including the California Department of Public Health and the Department of Industrial Relations, have imposed or recommended measures to promote social distancing.

On September 16, 2021, Governor signed Assembly Bill (AB) 361 into law, effective October 1, 2021, to allow agencies to use teleconferencing for public meetings during proclaimed state of emergencies without requiring the teleconference locations to be accessible to the public or a quorum of the members of the legislative body of the agency to participate from locations within the boundaries of the agency's jurisdiction. AB 361 will

sunset on January 31, 2024.

Based on the Executive Order, the TRAFFIX implemented the use of Zoom for all meetings of its Board of Directors, Technical Advisory Committee, and Citizen Advisory Committee. This has promoted public safety while allowing for continuing the program's operations and ongoing public engagement.

## **DISCUSSION**

Under AB 361, a local agency will be allowed to meet remotely without complying with prior Brown Act teleconference requirements when:

- The local agency holds a meeting during a state of emergency declared by the Governor, and either:
  - o State or local health officials have imposed or recommended measures to promote social distancing, or
  - o The legislative body finds that meeting in person would present imminent risks to the health or safety of attendees.

As discussed above, state officials continue to recommend social distancing. Therefore, TRAFFIX can continue to conduct meetings via teleconference, as long as it meets the following emergency requirements under Government Code Section 54953(e)(2), added by AB 361:

1. The legislative body gives notice and posts agendas as otherwise required by the Brown Act, including directions for how the public can access the meeting.
2. The legislative body does not take formal action on any item whenever there is a disruption in the meeting broadcast.
3. The public is allowed to provide comment in real time.
4. The legislative body allows time during a public comment period for members of the public to register with any internet website required to submit public comment.

For upcoming teleconference meetings, TRAFFIX can continue to follow the AB

361 requirements by declaring every 30 days that it has reconsidered the circumstances of the state of emergency and either (1) the state of emergency continues to directly impact the ability of the members to meet safely in person, or (2) state or local officials continue to impose or recommend measures to promote social distancing.

As described above, the State of California is still under an emergency declaration regarding COVID-19, and both state and local health officials continue to recommend social distancing to help stop the spread of the virus. The resolution applies to all of the TRAFFIX legislative bodies (as defined by the Brown Act). TRAFFIX will continue to review and update the findings in compliance with AB 361.

#### **RECOMMENDATION**

Approve a Resolution of the Board of Directors of the Measure J Traffic Congestion Relief Agency declaring that meetings will continue to be held via teleconference.

Attachment A: Resolution No. 4-2022, a Resolution of the Board of Directors of the Measure J Traffic Congestion Relief Agency declaring that meetings will continue to be held via teleconference.

**RESOLUTION NO. 4-2022**

**A RESOLUTION OF BOARD OF DIRECTORS OF THE MEASURE J TRAFFIC CONGESTION RELIEF  
AGENCY DECLARING THAT MEETINGS WILL CONTINUE TO BE HELD VIA TELECONFERENCE**

**MEASURE J TRAFFIC CONGESTION RELIEF AGENCY**

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of COVID-19; and

WHEREAS, on March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20, which suspended certain provisions of the Ralph M. Brown Act in order to allow legislative bodies to conduct meetings electronically without a physical meeting place; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which specified that Executive Order N-29-20 would remain in effect through September 30, 2021, at which point it would expire; and

WHEREAS, on September 16, 2021, the Governor signed Assembly Bill 361 into law as urgency legislation that goes into effect on October 1, 2021, amending Government Code Section 54953 of the Brown Act to allow legislative bodies to continue to meet remotely during a proclaimed state of emergency where state or local officials have recommended measures to promote social distancing; and

WHEREAS, the Governor's proclaimed State of Emergency remains in effect, and State and local officials, including the California Department of Public Health and the

Department of Industrial Relations, have imposed or recommended measures to promote social distancing.

**NOW, THEREFORE, BE IT RESOLVED** that, in order to ensure the health and safety of the public, meetings of the Measure J Traffic Congestion Relief Agency, its committees and subsidiary bodies, will continue to be held with board members participating via teleconference in accordance with Assembly Bill 361 and the provisions of Government Code Section 54953(e).

PASSED AND ADOPTED this 17<sup>th</sup> day of May 2022, by the following vote:

AYES:

NOES:

ABSENT:

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Chair, Board of Directors

ATTEST:

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Board Administrator



## MEASURE J TRAFFIC CONGESTION RELIEF AGENCY

### BOARD OF DIRECTORS

#### Summary of Actions

Friday, March 18, 2022

8:00 AM

**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.**

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<https://cityofsanramon.zoom.us/j/91258281282>

Meeting ID: 912 5828 1282

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**I. Call to Order** – Chair Arnerich Called the meeting to order at 8:02am

**II. Roll Call** – Chair Arnerich asked Ms. Fahey to conduct roll call:

Director Newell Arnerich (Town of Danville), Director Rachel Hurd (SRVUSD), Director Laura Bratt (SRVUSD), Vice Chair Sabina Zafar (City of San Ramon), Director Karen

Stepper (Town of Danville), Director Dave Hudson (City of San Ramon), Lisa Bobadilla (City of San Ramon), Andy Dillard (Town of Danville), Henry Cooper (First Student), Bridgen Summers (First Student), Michael Conneran (TRAFFIX Attorney), Robert Sarmiento (Contra Costa County), Kellie Fahey (TRAFFIX Administrative Coordinator).  
**Absent:** Supervisor Candace Andersen (Contra Costa County)

**III. Public Comment – None Received**

**IV. Order of the Agenda – No Change**

**V. Consent Calendar**

**A. Approve** a Resolution of the Board of Directors of the Measure J Traffic Congestion Relief Agency declaring that meetings will continue to be held via teleconference

**Motion to approve by Director Hudson, Second by Director Bratt. Vote 6-0  
Supervisor Andersen absent.**

**B. Approve** the Summary of Actions from January 18, 2022 Meeting

**Motion to approve by Director Hudson, Second by Director Hurd. Vote 6-0  
Supervisor Andersen absent.**

**VI. Reports and Presentations**

**A. Receive Update** on TRAFFIX Pass Sales, Marketing and Outreach

Ms. Fahey reported that at this date TRAFFIX has sold 1251 passes and 84 replacement passes have been processed.

Ms. Fahey updated the Board that the Spring pass sales schedule is finalized and the information will be posted on the website within a week.

Ms. Fahey reported that the invitation was received by Board Member Hurd regarding an event by the SR Rotary called Truck Town on 4/30/22. First Student will be attending the event equipped with a bus, driver, TRAFFIX giveaways, brochures, maps of the routes and schools that TRAFFIX services.

Lastly, Ms. Fahey updated the Board that the marketing plans for 2022/2023 school year will be presented at the May meeting and Board approval will be requested.

**B. Receive Update** on TRAFFIX Operations

**B.1. Receive** TRAFFIX Administrative Coordinator Report

Ms. Fahey requested that the Board look at the monthly activity report that was included in the packet. She addressed the top portion of the report that indicated

the email and phone call activity since the last meeting in January. Additionally, she pointed out the total number of passes sold and replaced. The bottom portion of the report is the information from First Student.

Ms. Fahey reported that there were two discipline issues. The first was at Green Valley elementary (GV5) and the second at Cal High. Both Principals were contacted immediately and responded very quickly without parent involvement.

Ms. Fahey let the Board know that there were schedule adjustments to accommodate SRVHS CAASSP Testing and conference week for the middle and elementary schools.

Chair Arnerich requested confirmation on the no liquidated damages or late buses as seen in the monthly report. He did question the 4 events in January and 2 February. Mr. Cooper answered his question. In January there was an exuberant amount of absences due to Covid and approved scheduled time off. This represents the four events in January. In addition, there were 2 combined buses in February.

#### **B.2. Receive First Student Location Manager Report**

Mr. Cooper reported that the program is running smoothly with normal operational hiccups. There is a full complement of drivers and buses. First Student is well poised for a strong finish for the end of the school year. Mr. Cooper let the Board know that there have not been any accidents or injuries. However, the drivers have found two sleeping students on the bus (one High School and the other elementary).

### **VII. Old Business**

#### **A. Receive Verbal Update on TRAFFIX Audit**

Ms. Fahey reported to the Board that the audit subcommittee met on 3/9/22 at 12:00pm which included Board members Rachel Hurd, Newell Arnerich and the auditor from MAZE David Alvey. At this point Ms. Fahey introduced Mr. Alvey from for his report.

Mr. Alvey stated that he is an audit partner at Maze and Associates. His role is to audit the financial statements for TRAFFIX every year and present a financial report. He reported that he was pleased to announce that the audit is unmodified or clean audit opinion. Which is the highest level of assurance a CPA firm can give to an entity. TRAFFIX passed the 2020/2021 Fiscal year. Mr. Alvey commented that the TRAFFIX revenue has increased a little bit over the prior year which is a result of the sales tax measure and people spending more money. So the revenue increased and exceeded expenses for the year. In which, this gives a new income of \$152,626. This increased the fund balance for the year. There is second document which is the memorandum of internal control. This is also known as the management letter.



This is MAZE's communication to the Board of items found during the conduction of the audit. These items can be categorized three ways.

1. Material misstatements (something material cannot be discovered)
2. Significant deficiencies
3. Other matters

MAZE is reporting that there are none of these matters to bring to the Boards attention. The remaining parts of the document are required communication that there are no issues with the audit. There were no disagreements with the management and estimates were reasonable. There were no difficulties performing the audit

Chair Arnerich commented that given the fund balance the Board making the tough decision to stay in the bus business under very poor conditions should be commended.

Motion to approve by Director Zafar, Second by Director Hudson. Vote 6-0  
Supervisor Andersen absent.

## **VIII. New Business**

### **A. Approve FY 2021-2022 Mid-Year Financial Plan**

Ms. Bobadilla stated that she would be giving the Board a brief update as to where TRAFFIX is at the mid-year budget for 2021/2022 fiscal year. It should be noted that the mid-year numbers are reflective as of 12/21/21. There are four items that need to be discussed. The first item is revenue. There is good news in terms of Measure J revenue. The measure J revenue is coming in as projected at \$1.8 million dollars for TRAFFIX. However, parent contributions are less than expected. As of December 2021 TRAFFIX has collected \$438,325 from parent contributions. That is somewhat down however, that is reflective of December 31, 2021. A summary will be provided of how many passes were sold at \$425 vs \$475. That information is still being gathered from the accountant and will be presented at the next Board meeting in May. The revenue from TDM for fiscal year 2021/2022 received was \$90,000. That is an increase of \$15,000 in TDM revenue.

As far as expenses, there are two areas that need to be discussed. TRAFFIX gained \$30,000 due to not paying the Administrative Coordinator during the two-month vacancy. TAC is working on an analysis for the Board as there is a significant

increase of \$10,450 in banking credit card surcharges. TAC will provide a report for the Board meeting in May and be prepared to have recommendations to eliminate certain credit cards with high fees attached. By the end of this fiscal year it appears TRAFFIX will be close to \$35,000 in banking surcharges. This morning we are asking for acceptance of the mid-year financial plan. In May we will bring the 2022/2023 financial plan for the Board to review and approve.

Chair Arnerich commented that TRAFFIX should be paying 2% not the 8% indicated in your report. He stated that TRAFFIX needs to switch banks and find a new vendor or pay online at a 2 or 2.1% fee. The 8% is outrageous. He agreed that something was very wrong.

Director Stepper asked what was to be expected for the fare box recovery on the financial statement. Ms. Bobadilla commented that the original estimate for fiscal year 2021/2022 was roughly 1400 students. Currently there are 1251 student's riders. The High School students pay \$475. There is significant low ridership in several elementary in San Ramon and Danville. The fare pass for next year is to get back up to 1400 students or precovid of 1700 students.

**Motion to approve by Director Safar, Second by Director Stepper. Vote 6-0  
Supervisor Andersen absent.**

**B. Review and Approve Bus Pass Sales Schedule for 2022-23 School Year**

Mr. Dillard reported that there have been many discussions on how to increase ridership as the numbers are low. TAC believes the number is low due to students still not comfortable gathering on the bus due to Covid. However, that is slowly increasing and the goal is to reach 1700 riders as it was pre Covid. The primary goal for bus pass fares for next year is to increase ridership. The anticipation is that as things get more back to normal we will see healthier numbers for the 2022/2023 school year. With given getting those numbers back to where the original projections were preCovid TAC is recommending to carry the current rates that have been in place for the past two years. Lump sum standing rate is \$475 for high school students and \$425 for middle and elementary students. The dual payment program will still be offered so parents can spread out their payments. With that TAC is also working on calculations as to what this means for the budget going forward. The reserve policy is around 40% of the contract with First Student. That cost is increasing year over year as part of TRAFFIX contract. This may result in a dip below the 40% reserves. That analysis is being done now. However, from a TAC perspective that is really important to get ridership back up. By keeping rates, the same it will encourage that. In the packet, there is a resolution with a payment schedule for 2022/2023. As of now, TAC is confident that all routes will remain whole and the bell schedules will not affect the ridership at all. There will be concessions to make as far as times but that will be discussed later per the agenda.

Director Hudson commented that it would be foolish at this point to raise rates while trying to increase ridership. If there is another variant, then the program is back to ground 0. The single highest priority next year is to increase ridership. Even more so than the return on the dollar. Director Hudson commented that renewable resource bus mandate will be another obstacle. This will need to be discussed between now and 2026 as there needs to be a plan.

Motion to approve by Director Hudson, Second by Director Hurd. Vote 6-0  
Supervisor Andersen absent.

**C. Review and Approve Spring Promotion Bus Pass Sales**

Ms. Fahey announced that TRAFFIX would like to conduct a Spring promotion with a reduced fare to new riders to provide an incentive to ride the bus for the remainder of the school year. TRAFFIX will market this promotion through the website and constant contact. Additionally, Ilana Samuels, from SRVUSD, has offered to market the promotion through social media sites and the Principals within the district. Ms. Fahey requested that the discounted fare be \$100 for the months of April and May.

Director Hurd offered to send the flyer to the PTA newsletter to be distributed at the TRAFFIX schools.

Director Hudson stated that TRAFFIX should be focusing on the priority of increasing ridership. He proposed to make a target of 1776 riders. At that point, a rebate is given back of \$100 of a credit to the following year.

Chair Arnerich commented that TRAFFIX sold an overwhelming majority of passes at the height of Covid. He asked if the Board had comments on Director Hudson's idea of the \$100 rebate.

Ms. Bobadilla commented that she liked Director Hudson's idea. The whole idea of the promotion was to increase ridership and encourages parents to purchase a pass in the upcoming year.

Vice Chair Zafar suggested offering a rebate of \$25 for referring a friend to the program.

Chair Arnerich asked how does TRAFFIX give incentives by using the existing network to promote the program. He agreed with \$25 referral credit.

Ms. Bobadilla stated that this aligns that guidance has shifted dramatically for the students on school sites. Many parents chose not to utilize the bus due to covid concerns. So leveraging that and marketing should increase interest in buying a pass in the upcoming year for families that took a pause during covid.

Director Hurd asked about the current rules for mask wearing on the bus. Ms. Fahey answered her question that TRAFFIX aligns with the district rules and procedures of mask wearing.

Director Hurd commented on the upcoming event Truck Town. She expressed that it was an amazing opportunity for the elementary ridership. It is a touch the truck event. The children can get on a bus, walk around and see the inside as well as the drivers. This would be an excellent opportunity to promote the TRAFFIX program.

Ms. Samuels commented that she had been discussing with Ms. Fahey that the District could help promote the event utilizing social media and hit well from all angles.

Director Hudson commented that the CDC has not released buses such as County Connection from non-mask wearing. Ms. Samuels answered with school buses are not county are aligned with the eK-12 environment. It has shifted even though there hasn't been a change in public transportation. It is not considered public transportation.

Director Stepper commented that she like the idea of the Truck Town event. She suggested putting candy on the bus in the back so the kids would be enticed to walk through. of the bus. She also mentioned that safety was the number one concern for children as they enter and leave the bus.

Chair Arnerich reiterated that the Spring Promotion is a \$100 pass for April and May. Also, a \$25 rebate for referring a friend.

Director Bratt commented that a \$50 coupon be enacted if a new rider signs up at the Truck Town event.

Director Hurd stated that there is already an overlapping incentive to purchase a pass ahead of time. The Board needs to be careful to not discount too much.

Vice Chair Safer commented that it is important to be consistent. Wherever people come from there needs to be a similar price point. Perhaps only one discount is available.

Director Hudson would like the \$100 rebate for reaching 1776 ridership to be included in the marketing plan for next year. Ms. Bobadilla concurred.

**Motion to approve by Director Hudson, Second by Director Stepper. Vote 6-0  
Supervisor Andersen absent.**

**D. Receive Update on SRVUSD Bell Changes for 2022/23 School Year**

Mr. Dillard reported that TAC, TRAFFIX AND SRVUSD have been working together extensively over the last several months regarding the new bell schedules that are proposed for next school. We are trying to follow along with the discussions at the district to make sure that TRAFFIX is going to be able to keep the routes whole and time somewhat in line in what they are currently. The latest news is the elementary and high schools will all start at 8:30am and middles schools will start at 8:00am next year. TRAFFIX needs to make sure that the tiered buses which are the elementary and middle schools are going have the ability to preserve the routes and serve all the current schools. It does appear that will happen. However, there are few things that will need to be done to make that happen. Due to the middle school start at 8:00am and elementary at 8:30am TRAFFIX will need to drop off students at the middle school at 7:30am for a couple routes. That is in order to leave the school and begin the elementary routes with a drop off at 8:20am.

Then, on the other side is afternoon pickup which will be after at a few elementary as their dismissal is 3:00pm. The buses will not make it back to the elementary until 3:20pm. TRAFFIX has had discussions with the district staff and they feel confident they will acquire coverage with supervision for the kids.

Traffic is still conducting an analysis of how many routes will be affected. At this point it doesn't appear to be too many.

Another factor is the high schools and elementary schools will be starting school at the same time. There will need to be a bigger buffer for all the additional traffic. Mr. Cooper is currently working on the routes and confident all routes will be intact.

Mr. Dillard reported to the Board that at the next board meeting in may there will be a definitive schedule and flushed out before pass sales so the parents know their pickup times.

Director Bratt asked if the district has discussed the 30-minute window drop off of middle school kids and their safety. Ms. Samuel commented that they have been discussing this issue at length with Danny Hillman and John Campiano as what this will look like and ensured the student will be staffed. Currently, there are staff that would be interested in coming in earlier and staying later with the role of supervision to the students. Once the number of buses is determined for the early and late arrivals they will start the recruitment of extra staff.

**E. Review and Discuss Basecamp Status and Utilization**

Ms. Bobadilla explained that Basecamp is a project management online tool that allows multiagency to collaborate with shared documents and files. As all in TRAFFIX

program work for independent agencies there is not a way to have access to each other's files. Basecamp allowed agencies to share files. Basecamp was used for a number of years as a means to store and retain all the files, resolutions and contract etc. Since the City of San Ramon is the administrator of the TRAFFIX program, it can store all the files electronically and paper files. From a tax perspective there is no purpose for continuing to utilize Basecamp. The current charge is \$49 monthly. TAC recommends the suspension of the service. However, before it is suspended the files will be removed, per the retention policy, and moved to the City drive. Once this done, Basecamp can be suspended at the end of the fiscal year in July 2022.

Mr. Conneran stated that no motion is required as it a discussion.

\*\*\*Director Hudson requested to add a topic on the mandated Renewable energy vehicles from the state of California. According to a report from Contra Costa County on March 17, 2022 this mandate would affect 125 buses resulting in a cost of \$385 million. There are different dates when everything is due and there will not be trillion dollar buyouts. Possibly the sir district needs to open the discussion on how this mandate will be handled. Director Hudson requested that discussion be placed on a future agenda. There needs to be a plan and how it will relate to the Cities new contract that will come up in the future.

**Adjournment:** The meeting was adjourned at 9:05am. The next scheduled meeting is Tuesday, May 17, 2022 at 4:00 PM via Zoom conference call.

## **CERTIFICATION**

I, Marie Sanserif, City Clerk for the Town of Danville, hereby certify that the foregoing agenda was posted for the noted meeting 72 hours in advance.

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Marie Sunseri, City Clerk, Town of Danville

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## TRAFFIX BOARD OF DIRECTORS

May 17, 2022

### VI. Reports and Presentations

- A. Receive Update on TRAFFIX Pass Sales, Marketing and Outreach
- B. Receive Update on TRAFFIX Operations
  - B.1. Receive TRAFFIX Administrative Coordinator Report
  - B.2. Receive First Student Location Manager Report

**Safe. Simple. Smart.** **TRAFFIX**

**\*Net sales**

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## TRAFFIX BOARD OF DIRECTORS

May 17, 2022

### VII. Old Business

- A. Receive Verbal Update on TRAFFIX RFID System



## TRAFFIX BOARD OF DIRECTORS

May 17, 2022

### VIII. New Business

- A. Review and Approve Contract with Planeteria for TRAFFIX website maintenance and hosting services



DATE: May 17, 2022

TO: TRAFFIX Board of Directors

FROM: TRAFFIX Technical Advisory Committee

SUBJECT: **Item VIII.A Consider Approval of TAC Recommendation to enter into new Contract with Planeteria Media to Host and Maintain and Enhance the TRAFFIX Website**

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## **BACKGROUND**

The TRAFFIX Program was developed to alleviate traffic congestion generated by school commute trips around school sites in the San Ramon Valley. A key component to the success of TRAFFIX operations is its website and information systems which are tied to student rosters, mapping software and the ecommerce function.

The original TRAFFIX website and computer systems were developed by Tier Solutions, Inc. (TSI) in 2011 and eventually inherited by Michael Baker International (MBI) On December 11, 2012, TRAFFIX retained MBI to administer and provide oversight of the TRAFFIX website. Since then, the TRAFFIX administrator has worked with a team of various MBI project managers, senior developers and graphic artists on system upkeep and enhancement.

In October, 2018, The TRAFFIX Technical Advisory Committee (TAC) approved the final version of a TRAFFIX Website Redesign Request for Proposal (RFP) which was then released to the public on October 22, 2018. The purpose of the RFP was to secure a vendor to design, develop, host and maintain a new TRAFFIX website and related systems. The RFP was emailed to 16 potential bidders and notification of the RFP release was posted on the TRAFFIX website. On October 26<sup>th</sup>, TRAFFIX issued answers to RFP questions received from three prospective bidders by October 25<sup>th</sup>. Two eligible bids were received by the November 1, 2018 deadline and forwarded to the TAC for review. Planeteria Media and Riley Design Associates were both asked to interview with the TAC on November 7<sup>th</sup>, after which TAC voted to recommend selection of Planeteria Media for redesign, hosting and maintenance of the TRAFFIX website. In November 2018, TRAFFIX Board approved a contract with Planeteria.

Prior to 2018, the website was increasingly slowing down, the system was outdated and insufficient to meet the needs of the TRAFFIX Program. Also, the Website navigation was slow and transactions took considerable time. There was no single, central location for comprehensive account information which can be found. In addition, the system was not able to handle high sales volume which led to duplicate pass sales and corrupt data. As a result, it was determined that a new TRAFFIX website and computer system were in order.

Since 2018, Planeteria has significantly improved and enhanced the TRAFFIX website. They are intimately familiar with the system, understand the needs of TRAFFIX during pass sales, respond immediately to site/navigation issues and have been a tremendous support to train incoming Administrative staff members.

#### **FISCAL ANALYSIS**

Total costs for the TRAFFIX Website Hosting, Maintenance and Enhancements for a two-year period is a not to exceed amount of \$17,000.

#### **RECOMMENDATION**

TAC Recommends that the Board approve contract with Planeteria Media to host, maintain and provide enhancements to TRAFFIX website.

#### **ATTACHMENT**

- A. Planeteria Contract

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE MEASURE J TRAFFIC CONGESTION RELIEF AGENCY (TRAFFIX)  
AND  
Planeteria Media LLC  
FOR  
Website Development and Hosting Services**

This Agreement, dated as of June 1, 2022, (Effective Date) is between the Measure J Traffic Congestion Relief Agency – TRAFFIX (TRAFFIX) and Planeteria Media LLC (CONSULTANT) for Website Design, Development and Hosting Services.

**WHEREAS**, TRAFFIX desires to professional website design, development and hosting services (Project) described in Attachment 1; and

**WHEREAS**, CONSULTANT is qualified and willing to provide said Services, and previously provided such services to TRAFFIX pursuant to a contract dated \_\_\_December 4, 2018, which has terminated.

**NOW, THEREFORE**, TRAFFIX and CONSULTANT agree as follows:

1. **Scope of Service.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide the services described in Attachment 1, which describes services for the monthly hosting of the TRAFFIX website and such special projects as CONSULTANT may be directed to perform by TRAFFIX. CONSULTANT shall comply with specific standards or governmental requirements applicable to specific tasks hereunder.
2. **Schedule and Time of Completion.** The CONSULTANT shall complete all work under this Agreement pursuant to the schedule agreed to in the work order for individual tasks 1.
3. **Term of Agreement.** The term of this Agreement will be for a two-year term commencing upon the Effective Date. The CONSULTANT shall furnish TRAFFIX with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in Attachment 1.

It is understood that the term of the Agreement is subject to TRAFFIX's right to terminate the Agreement in accordance with this Agreement.

4. **Compensation & Manner of Payment.** TRAFFIX agrees to pay CONSULTANT at the rates set forth in Attachment 1. Work performed pursuant to this agreement shall be performed for a sum not-to-exceed Seventeen Thousand Dollars (\$17,000). The compensation amounts shall include all labor, materials, taxes, profit, overhead, insurance, sub-consultant costs and all other costs and expenses incurred by the CONSULTANT in the performance of the services under this Agreement.

CONSULTANT shall submit complete invoices detailing all services performed during the billing period. CONSULTANT is required to submit invoices for services performed no later than 30 days after the end of the month in which the costs were incurred. Failure to submit invoices in this timely manner may result in TRAFFIX rejecting the invoice. Each invoice/billing statement must provide a detailed description of the work

performed during the invoice period, the contract number, and TRAFFIX's Contract Administrator's name. TRAFFIX will endeavor to pay approved invoices/billing statements within 30 calendar days of their receipt. TRAFFIX reserves the right to withhold payment to the CONSULTANT if TRAFFIX determines that the quantity or quality of the work performed is unacceptable or the invoice does not contain the required detailed supporting documentation.

TRAFFIX shall provide written notice to the CONSULTANT within 20 business days after receipt of CONSULTANT's invoice, of TRAFFIX's decision not to pay and the reasons for such non-payment.

Invoices shall be submitted electronically via e-mail in PDF and Excel format with supporting documents/information, as appropriate, to: [admin@ridetraffix.com](mailto:admin@ridetraffix.com).

5. **Modification of Agreement.** TRAFFIX may request changes to this Agreement including the Scope of Services to be performed by CONSULTANT. Such requests shall be made in writing by TRAFFIX'S designated Project Manager, and shall describe in detail the proposed additions, deletions, or modifications. Such requests will include tabulation of costs, expenses, and time required to complete the requested work. CONSULTANT shall have the length of time specified in the request to reply in writing to the request. Neither TRAFFIX's request nor CONSULTANT'S reply shall constitute a modification of this Agreement. Any modification shall be contained in a written amendment to the Agreement and will be effective only if signed by both parties. Execution of the Amendment by TRAFFIX shall constitute authorization to proceed with the work identified therein.
6. **Designated Representatives.**
  - (a) TRAFFIX designates Kellie Fahey, TRAFFIX Administrative Coordinator, or her designee, as its representative in all matters under this Agreement.
  - (b) CONSULTANT designates Sandeep Mehta, Account Manager, as its representative for this Agreement. CONSULTANT may designate an alternate only with prior written authorization from TRAFFIX.
7. **Cooperation of TRAFFIX.** TRAFFIX shall make available to CONSULTANT all website and database management records and related information necessary for performance of CONSULTANT'S work under this Agreement.
8. **Independent Contractor.** CONSULTANT is an independent contractor and shall not for any purpose be deemed to be an employee, agent, or other representative of TRAFFIX. Services called for herein shall be deemed to be unique. CONSULTANT shall not assign, sublet, transfer, or otherwise substitute its interest in this Agreement, or any of its obligations hereunder, without the prior written consent of the TRAFFIX.
9. **Proprietary or Confidential Information.** CONSULTANT understands and agrees that, in the performance of the work under this Agreement or in contemplation thereof, CONSULTANT may have access to Personal Information owned or controlled by TRAFFIX. Such Personal Information may contain proprietary or confidential details, the disclosure of which may be damaging to TRAFFIX or to third parties.

CONSULTANT agrees that all Personal Information disclosed to CONSULTANT by TRAFFIX shall be held in confidence and used only in performance of this Agreement. CONSULTANT shall exercise the same standard of care to protect such information, as a reasonably prudent businessperson would use to protect its own proprietary or confidential information.

- (a) "Personal Information" means (a) the names of and the contact information for the website users; (b) social security or tax identification numbers; (c) credit and debit card numbers; (d) user names, security codes, access codes, and pass words that would permit access to a person's financial accounts; and (e) any other identifying information about a person under the Privacy Standards.
- (b) The term "Privacy Standards" means, to the extent applicable, the information handling and confidentiality requirements outlined in the California Information Practices Act (Cal. Civil Code sections 1798 et. seq.) and in California Civil Code Section 1798.81.5, the requirements of the Sarbanes-Oxley Act of 2002, the Gramm-Leach-Bliley Act, the Health Insurance Portability and Accountability Act, the European Union Privacy Directives, the Payment Card Industry Data Security Standards (or PCI DSS); mandates of the payment card associations, such as VISA and MasterCard and any other applicable laws or regulations.
- (c) In connection with its provision of the Services, CONSULTANT may (a) collect and store Personal Information in machine readable format, and will process and use that Personal Information in connection with the provision of the Services; and/or (b) at TRAFFIX's request, deliver that Personal Information to TRAFFIX. Both CONSULTANT and TRAFFIX agree to comply with the Privacy Standards for any aspects of the Privacy Standards that affect TRAFFIX's direct handling of Personal Information, without involvement of CONSULTANT, CONSULTANT agrees to use all reasonable efforts to notify TRAFFIX of any such Privacy Standards of which it is aware. At all times that Personal Information is in CONSULTANT's possession or custody, CONSULTANT will keep the Personal Information secure from unauthorized access. Without limitation to the generality of the foregoing, CONSULTANT may not download any Personal Information onto any laptop, tablet, smartphone, or other portable electronic device without such data being encrypted. If CONSULTANT has reason to believe that any Personal Information may have been accessed without proper authorization while in its possession or custody, CONSULTANT must immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of any suspected breach or security vulnerability—and must promptly alert TRAFFIX of any such circumstances, including information sufficient for TRAFFIX to assess the nature and scope of any suspected data breach. To the extent TRAFFIX in its reasonable discretion deems it necessary, under applicable legal requirements, TRAFFIX may provide notice or require CONSULTANT to provide notice to all parties affected by the suspected data breach; and in such case, CONSULTANT will consult with TRAFFIX regarding the appropriate steps for notifying such parties.

#### **10. Ownership of Work.**

- (a) All communications, records, or other materials or documents originated, prepared, and in the process of being prepared, for the services to be performed by

CONSULTANT under this Agreement, including, but not limited to: designs, branding materials, strategies, creative briefs, advertisements, copy layouts, scripts, artwork, logos, slogans, images, illustration, reports, findings, analyses, submittals, conclusions, opinions, drawings, specifications, standards, process sheets, photographs, videos, manuals, technical reports and recommendations with respect to the subject matter of this Agreement and raw and underlying data of such materials, regardless of format or media, including software, reports and other documentation (all of the foregoing, collectively, the “Work Product”), shall be delivered to and become the property of TRAFFIX. TRAFFIX shall be entitled to access and to copy the Work Product during the progress of the Work. Any Work Product remaining in the hands of CONSULTANT or in the hands of any subcontractor/subconsultant upon completion or termination of the work shall be immediately delivered to TRAFFIX and not later than within two (2) weeks of completion or termination of the Work. If any materials are lost, damaged or destroyed before final delivery to TRAFFIX, CONSULTANT shall replace them at its own expense, and CONSULTANT assumes all risk of loss, damage or destruction of or to such materials.

- (b) Any specific knowledge of TRAFFIX proprietary information gained as a result of this Agreement shall be used exclusively to accomplish the Scope of Work outlined above and for no other purpose.
- (c) Any and all rights of copyright to Work Product prepared under this Agreement are hereby assigned to TRAFFIX. CONSULTANT agrees to execute any additional documents that may be necessary to evidence such assignment. CONSULTANT agrees not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such Work Product. Except for its own internal use, CONSULTANT shall not publish or reproduce such Work Product in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of TRAFFIX.
- (d) Notwithstanding anything herein to the contrary, TRAFFIX acknowledges that as part of CONSULTANT’s provision of work hereunder, CONSULTANT may utilize proprietary works of authorship including, without limitation, software, methodologies, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, that have been originated or developed by CONSULTANT or by third parties under Agreement to, or which have been purchased by, CONSULTANT (all of the foregoing, collectively, “CONSULTANT’s Information”). TRAFFIX agrees that CONSULTANT’s Information is and shall remain the sole property of CONSULTANT or such third party. CONSULTANT agrees that TRAFFIX shall be entitled to use CONSULTANT’s Information in connection with this Agreement, and shall grant to TRAFFIX a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use all CONSULTANT’s Information and to create and use derivative works of CONSULTANT’s Information in connection with this Agreement.
- (e) CONSULTANT represents and warrants that it has or will have all appropriate licenses, agreements and/or ownership pertaining to all intellectual property, including but not limited to patents and copyrights, used in connection with the performance of its obligations under this Agreement. CONSULTANT further



represents and warrants that it will have all necessary rights to patentable and copyrightable materials, equipment, devices or processes not furnished by TRAFFIX used on or incorporated in the work and assumes all risks arising from the use of such patentable and copyrightable materials, equipment, devices, or processes.

- (f) CONSULTANT shall indemnify, defend and hold harmless TRAFFIX, its directors, officers, agents and employees to the maximum extent permitted by law from and against any and all claims, liabilities, losses, damages or expenses (including attorneys' fees and related costs, whether or not litigation has commenced), whether direct or indirect, arising out of, relating to, or in connection with the ownership, possession or use of any materials, equipment, devices, or processes that are protected by intellectual property rights, including patent, copyright and trade secret. In case such materials, equipment, devices or processes are held to constitute an infringement and their use enjoined, CONSULTANT, at CONSULTANT's sole cost and expense, shall: (a) secure for TRAFFIX the right to continue using the materials, equipment, devices or processes by suspension of the injunction or by procuring a royalty-free license or licenses, or (b) replace such materials, equipment, devices, or processes with non-infringing materials, equipment, devices or processes that perform the same functions as the infringing item, or (c) modify them so that they become non-infringing or remove the enjoined materials, equipment, devices or processes and refund the sums paid therefore, without prejudice to any other rights of TRAFFIX. If the amount of time necessary to proceed with one of these options is deemed excessive by TRAFFIX, TRAFFIX may direct CONSULTANT to select another option or risk default.

11. **MAINTENANCE, AUDIT AND INSPECTION OF RECORDS.** All CONSULTANT and subcontractors/subconsultants costs incurred in the performance of this Agreement will be subject to audit. CONSULTANT and its subcontractors/subconsultants shall permit TRAFFIX, or its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy CONSULTANT'S books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONSULTANT pursuant to this Agreement. The CONSULTANT shall also provide such assistance as may be required in the course of such audit. CONSULTANT shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

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

12. **Conflict of Interest.** CONSULTANT shall comply with TRAFFIX Resolution No. 2006-01, Conflict of Interest Code, as amended, and will file all required disclosure statements. The CONSULTANT warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The CONSULTANT further covenants that it will not knowingly employ any person having such an interest in the performance

of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

13. **Nondiscrimination.** CONSULTANT shall not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Agreement. Failure by CONSULTANT and any subcontractors to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as TRAFFIX deems appropriate.
14. **Equal Employment Opportunity (EEO).** In connection with the performance of this Agreement the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The CONSULTANT shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.
15. **Indemnification.** CONSULTANT shall indemnify, defend, keep and save harmless TRAFFIX, its officers and employees, from and against any and all claims, demands, liability, costs, and expenses of whatever nature, including court costs and attorney fees, arising out of any of the following:
  - (a) Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT caused by a negligent act or omission or willful misconduct of the CONSULTANT or its employees, subconsultants or agents; or
  - (b) Any allegation that materials or services provided by the CONSULTANT under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The CONSULTANT further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered against TRAFFIX, its officers and employees in any such action, the CONSULTANT shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of the Agreement.

16. **Insurance.** CONSULTANT shall procure, prior to commencement of service, and keep in force for the term of this Agreement, the following policies of insurance, certificates, or binders as necessary to establish that the coverage described below is in place with companies licensed to do business in California. If requested, CONSULTANT shall

provide TRAFFIX with copies of all insurance policies. The insurance coverage shall include:

- A. Commercial General Liability Insurance. Commercial General Liability insurance, including but not limited to, bodily injury, broad form property damage, contractual liability and, if necessary, products and completed operations or owners and protective liability. The policy shall contain a severability of interest clause or cross liability clause or the equivalent thereof.

Coverage afforded TRAFFIX shall be primary insurance. Any other insurance available to TRAFFIX under any other policies shall be excess insurance. Limits of liability shall include the following:

- (1) Bodily injury, one million dollars (\$1,000,000)
- (2) Property damage, one million dollars (\$1,000,000) or
- (3) Combined single limit (CSL) for bodily injury and property damage, one million dollars (\$1,000,000) per accident for bodily injury and property damage.

If the policy is a "claims made" policy, the following endorsements shall be included:

- (1) The retroactive shall be the effective date of this Agreement or a prior date.
- (2) The extended reporting or discovery period shall be not less than thirty-six (36) months.

- B. Automobile Liability Insurance. Automobile liability insurance, including all owned, non-owned and hired automobiles used by the CONSULTANT or its agents in the performance of this Agreement shall have a minimum combined single limit of one million dollars (\$1,000,000) for bodily injury and property damage.

- C. Worker's Compensation Insurance. Worker's Compensation insurance as required by the laws of the State of California and coverage for Employers Liability with limits not less than one million dollars (\$1,000,000).

CONSULTANT is aware of provisions in the California Labor Code, which require every employer to provide Worker's Compensation coverage, or to self-insure in accordance with provisions of that Code. CONSULTANT shall comply with those provisions before commencing work hereunder and throughout the term of this Agreement. Likewise, CONSULTANT shall require all of its subconsultants to comply with those provisions.

- D. Professional Liability Insurance. Professional liability (errors and omissions) insurance is required in the amount of one million dollars (\$1,000,000) per claim and in the aggregate for two (2) years beyond completion of this Agreement.

17. Additional Insurance Provisions. The following additional provisions apply to the insurance coverage required as indicated in paragraph 15 above.

- A. Additional Insured. CONSULTANT shall name TRAFFIX, its Councilmembers, officers, agents, and employees as additional insured in the aforementioned Comprehensive Commercial General Liability and Automobile Liability policies. If CONSULTANT submits the ACORD Insurance Certificate, the additional insured endorsements must be set forth on CH20 10 11 85 (or more recent) form and/or CA 20 48 form.
- B. Notice of Cancellation. The policies shall provide for thirty (30) days written notice to TRAFFIX prior to cancellation, termination or material change in coverage.
- C. Certificate Holder. The certificate holder shall be TRAFFIX. Copies of the certificate shall be provided to the person and have the address as indicated in Paragraph 18 (Notices) of this Agreement.
- D. Insurance Rating. Insurers shall have current A.M. Best's rating of not less than A:VII, shall be licensed to do business in the State of California, and shall be acceptable to TRAFFIX.
- E. Replacement Coverage. In the event CONSULTANT breaches any of the insurance provisions of this Agreement, TRAFFIX shall have the option to obtain, at CONSULTANT'S expense, the coverage required hereunder. The cost of obtaining and maintaining such coverage may be deducted from any sums otherwise payable to CONSULTANT for services under this Agreement.
- F. Interpretation. All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Officer of the State of California as of the effective date of this Agreement.
- G. Proof of Insurance. CONSULTANT will be required to provide proof of insurance coverage required hereunder prior to executing the Agreement. Additionally, if requested by TRAFFIX, CONSULTANT shall provide certified copies of the insurance policies. Any endorsements must be signed by a person authorized by the insurer to bind coverage on its behalf.

**18. Termination.**

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

If the Agreement is terminated for any reason other than a breach or default by CONSULTANT, TRAFFIX shall pay to the CONSULTANT in accordance with the provisions of Sections 5 and 6 of this Agreement all sums actually due and owed by TRAFFIX for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by CONSULTANT to effect such suspension or termination.

If the Agreement is terminated for breach or default, TRAFFIX shall remit final payment to CONSULTANT in an amount to cover only those services performed and expenses

incurred in full accordance with the terms and conditions of this Agreement up to the effective date of termination.

TRAFFIX shall not in any manner be liable for the CONSULTANT's actual or projected lost profits had the CONSULTANT completed the services required by this Agreement.

19. **Suspension of Performance.** For the convenience of TRAFFIX or because of events beyond the control of TRAFFIX, TRAFFIX may give written notice to CONSULTANT to suspend all work under this Agreement. If CONSULTANT'S work is suspended for longer than a period of one hundred twenty (120) days, an adjustment to CONSULTANT'S compensation may be made for increased costs, if any, and this Agreement shall be modified accordingly.
20. **Notices.** If either party shall desire or is required to give notice to the other such notice shall be given in writing and delivered or mailed by prepaid U.S. certified or registered postage, addressed to recipient as follows:

**To TRAFFIX:**

c/o Kellie Fahey  
TRAFFIX Administrative Coordinator  
7000 Bollinger Canyon Road,  
San Ramon, CA 94583

**To CONSULTANT:**

Sandeep Mehta  
Business Development Manager  
110 Stony Point Rd Suite 225  
Santa Rosa, CA 95401

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

21. **Commencement, Completion and Closeout.** Time is of the essence in the performance of this Agreement. Any time extension granted to CONSULTANT must be in writing and shall not constitute a waiver of right the TRAFFIX may have under the Agreement.

It shall be the responsibility of CONSULTANT to coordinate and schedule the work to be performed so that commencement and completions take place in accordance with the provisions of the Agreement. Within thirty (30) days of completion CONSULTANT shall submit to TRAFFIX a final billing to include all costs, charges, and claims in connection with the completed work. TRAFFIX shall not be required to pay for any work or claims not included on the aforementioned final billing.

22. **Attorneys' Fees.** If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover reasonable attorneys' fees, in addition to all court costs.
23. **Waiver.** Any waiver of any breach or covenant of this Agreement must be in writing and executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.
24. **Severability.** If any provision of this Agreement shall be deemed invalid or unenforceable, that provision shall be reformed and/or construed consistently with

applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement shall remain in full force and effect.

25. **No Third Party Beneficiaries.** This Agreement is not for the benefit of any person or entity other than the parties.
26. **Applicable Law.** This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California. The CONSULTANT must comply with all federal, State, and local laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of the DISTRICT.
27. **Rights and Remedies of TRAFFIX.** The rights and remedies of TRAFFIX provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.
28. **Binding on Successors.** All of the terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.
29. **Entire Agreement of Parties.** This Agreement supersedes any and all agreements, oral or written, between the parties with respect to the rendering of services by CONSULTANT to TRAFFIX and contains all of the representations, covenants and agreements between the parties as to the rendering of those services.

**IN WITNESS WHEREOF** the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed the effective date of this Agreement.

**MEASURE J TRAFFIC CONGESTION  
RELIEF AGENCY DBA TRAFFIX**

**CONSULTANT  
Planeteria Media LLC**

\_\_\_\_\_  
By: Newell Arnerich, Chair

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Michael N. Conneran, Legal Counsel

Date: \_\_\_\_\_

## **ATTACHMENT 1**

### **SCOPE OF SERVICES:**

#### **Monthly Hosting:**

Consultant shall provide hosting, software support and monthly managed maintenance (includes occasional upgrades to server to handle traffic spikes for things such as pass sales). Monthly hosting to be provided for the lump sum of \$500 per month.

#### **Special Projects:**

On a work order basis, CONSULTANT shall provide on-going enhancements to implement new functionality and improve system. Work under this task to be performed at the rate of \$110 per hour for a budget of hours to be specified in each work order. All services under work orders shall be performed for a sum not to exceed \$5,000.



## TRAFFIX BOARD OF DIRECTORS

May 17, 2022

### VIII. New Business

B. Review and **Approve** Contract with Hanson Bridgett for TRAFFIX legal services



MICHAEL N. CONNERAN  
PARTNER  
GOVERNMENT  
DIRECT DIAL (415) 995-5042  
DIRECT FAX (415) 995-3412  
E-MAIL [mconneran@hansonbridgett.com](mailto:mconneran@hansonbridgett.com)



April 21, 2022

TRAFFIX  
c/o Kellie Fahey  
Traffix Administrative Coordinator  
7000 Bollinger Canyon Road  
San Ramon, CA 94583

Re: Engagement Letter & Fee Agreement

Dear Kellie:

This letter will confirm Traffix's continued engagement of Hanson Bridgett LLP to provide legal services to the Measure J Traffic Congestion Relief Agency dba TRAFFIX (Agency) in connection with the implementation and operation of the Measure J Traffic Congestion Relief program. Due to applicable conflict of interest restrictions, please note that we cannot provide TRAFFIX with legal advice regarding this letter agreement.

I will be the attorney responsible for this matter. My billing rate is \$450.00 per hour. I may be assisted by my partner, Shayna van Hoften, at the same hourly rate. When appropriate, we use attorneys, paralegals, and legal research assistants at different hourly rates to handle work commensurate with their experience and expertise. Attorneys with special expertise in a given area may become involved in your representation from time to time, with your approval. Our billing rates are reviewed annually and may be adjusted periodically. A list of the hourly rates for the attorneys, paralegals and legal research assistants assigned to this matter is available upon request. I will review your invoices for accuracy and maintain responsibility for the attorney-client relationship.

Our invoices contain a detailed narrative of the services rendered, together with the name of the attorney or paralegal involved, and the time spent. We recommend that you treat our invoices as confidential documents and safeguard them appropriately. In this matter, you have asked that invoices be directed to the attention of the current Program Manager.

Please refer to the attached Billing and Policy Summary for additional details regarding our representation, including an agreement to arbitrate disputes. Any additional matters we agree to handle for TRAFFIX will be governed by the terms of this letter agreement.

We have been pleased to represent TRAFFIX since its creation in 2008. We care deeply about our clients and are proud to say we have many clients who have been with our firm since the firm's inception in 1958. We strive to provide exceptional client service to all of our clients. You can obtain more information about my background and our firm's services from our [website, www.hansonbridgett.com](http://www.hansonbridgett.com).

TRAFFIX  
April 21, 2022  
Page 2

Very truly yours,

Hanson Bridgett LLP

A handwritten signature in blue ink, appearing to read "Michael N. Conneran", is written over the typed name.

Michael N. Conneran  
Partner

*Attachment*

TRAFFIX  
April 21, 2022  
Page 3

I have read and understand this Engagement Letter/Fee Agreement and the attached Billing and Policy Summary. I hereby confirm the engagement of Hanson Bridgett LLP to represent TRAFFIX in accordance with its terms.

Measure J Traffic Congestion Relief Agency

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

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

Date: \_\_\_\_\_

## Billing and Policy Summary

1. **Billing Practices.** We have learned from experience that the attorney-client relationship works best when clients receive a full explanation at the outset about fees and payment terms. California law requires written fee agreements in many cases, and we have found that our clients prefer to have them even when not legally required. This "Billing and Policy Summary" sets forth the principles underlying our fees and other charges. Please review it and let me know if you have any questions about our billing policies. In addition, you should direct any future questions about our billing practices or any particular invoices to me.
2. **Fees.** Except as otherwise agreed with a client, we bill for our services on an hourly basis. We account for our time in tenth-of-an-hour increments, and calculate fees by applying hourly rates assigned to attorneys and other staff to the time spent on a matter. On occasion, we may utilize contract employees to assist in providing legal or paralegal services, working under our direct supervision. In such cases the client is billed at an appropriate hourly rate commensurate with that of our professional staff with equal experience and expertise. All billing rates are reviewed annually and may be adjusted periodically.
3. **Other Charges.** Depending on the matter, we may have to use various in-office support systems and outside services. Therefore, you may incur and be billed for costs in addition to professional fees, subject only to written policies regarding the billing of disbursements that a client may provide to us in advance of the engagement. Usually we bill such charges to a client's account at the time they are incurred. Examples include photocopying, overnight delivery, messenger services, computer research, travel expenses, court filings, court reporting, data storage and expert witnesses. In some cases, we may request that a client pay the invoice of an outside vendor directly. These expenses are billed at the actual cost with no additional mark up to you. We reserve the right to make periodic adjustments to these charges.
4. **Fee Estimates.** From time to time, we may be asked to provide estimates of anticipated fees. Although we will make every effort to do so in a manner appropriate to the circumstances, these estimates may be subject to uncertainties beyond our control. Such estimates should not be viewed as a maximum or minimum fee quotation, unless we expressly confirm so in writing.
5. **Billing Procedures.** Ordinarily, we will bill clients on a monthly basis. Each invoice will separately state the amount of fees and costs. Unless otherwise specified, each represents fees and disbursements charged to the client through the end of the preceding month. The full amount of each invoice is due upon receipt by the client. Although we seek to include all fees and charges for a billing period, certain time and cost items from a billing period may not appear in the invoice for that period. Instead, they may be included in a later invoice. Matters such as probate, bankruptcy, and trust services and certain financial transactions may involve billing at specified times other than monthly, as mutually agreed upon by the client and the firm, or as required by the court.
6. **Payment Terms.** Payment is due upon presentation of the invoice. Invoices that remain unpaid after thirty (30) days from the invoice date are subject to a late payment charge of ten percent (10%) per year. Payments that are made "on account" and not identified with a specific invoice will be credited to outstanding invoices chronologically, first to costs and then to fees.
7. **Credit Report.** By executing this engagement letter, you agree that we have the right to obtain a consumer report from a recognized credit reporting agency. Should we choose to

obtain such a report, it would be for the purposes of extending credit to you or to review or collect a past due account.

8. **Insurer's Role.** If you are insured for all or part of the costs of our representation, we will work with you to provide the insurer with the necessary information regarding the claim. However, insurers frequently assert, rightly or wrongly, that they are not obligated to pay for all fees and costs or to pay them on a current basis. For this reason, our fees and costs will be billed to you and payment will be due from you on a current basis, irrespective of any eventual reimbursement of a portion of your fees and costs by your insurer.

9. **Preservation of Electronic Information.** If your engagement includes a litigation matter, it is possible that it will involve electronic discovery. Under California and federal law, the obligation to provide discovery of electronic information carries with it the obligation to preserve such information. Failure to preserve all electronic and paper information that is later determined to be of potential importance to pending or threatened litigation can result in a range of sanctions, including, in extreme cases, the sanction of an adverse judgment. This evidence may also turn out to be critical to your ability to prove facts that support your position in the case, or disprove facts that the opposing party offers. Many electronic document storage systems contain programs that automatically overwrite or delete data. It is therefore important that you take appropriate steps to ensure that all information and electronic data that may be relevant is not lost, deleted, or destroyed. We will conduct an assessment of your electronic information systems. The assessment will include an initial evaluation and an in-depth identification of sources of relevant information. In the meantime, we recommend that normal document disposition policies, or automatic purging of electronic records, be suspended as to the matters at issue in any pending or threatened litigation until the matter is concluded. Please contact me for our additional fee schedule for assistance with collecting and processing electronically stored information as needed in your matter.

10. **Conflicts Review.** We have performed a computerized check of potential conflicts of interest that might have prevented us from providing representation in this matter. Based on information provided by you, as well as the information available in our files, we are not aware of any conflicts of interest at this time. If you later learn of any additional parties with an interest in this matter, you should notify us immediately so that we can be certain that they create no problem with this representation. We will conduct a similar search with respect to each new matter you may refer to the firm.

11. **Identity of Client.** Our engagement is with the person or entity to whom this letter is addressed. Unless otherwise agreed to in writing, we do not represent any parent, subsidiary, affiliate, directors, officers, or other related person or entity as a client. We do not regard a representation adverse to a parent, subsidiary, affiliate, director, officer, or other related person or entity as being adverse to you.

12. **Advance Waiver.** Given the scope of our firm wide business and client representations, it is possible that during or after the time we represent you, some of our present or future clients will ask us to represent them in disputes or transactions with or involving you which are substantially unrelated to our representation of you. We understand that you have no objection to our representation of parties with interests adverse to you, and that you consent to such representations and waive any actual or potential conflict of interest as long as those other engagements are not substantially related to our services to you. Accordingly, you agree that (i) we can in the future represent existing or new clients in any matter, including litigation or other disputes, so long as the matter is not substantially related to our work for you, even if those other clients' interests are adverse to you in the other matter; (ii) we may obtain confidential

information of interest to you in these other matters that we cannot share with you; and (iii) you waive any conflict of interest that might arise from any of these representations and will not seek to disqualify us in or assert a conflict of interest with respect to any of those representations.

We agree, however, that your consent to, and waiver of such representations shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage or potential material disadvantage.

Similarly, new lawyers frequently join our firm. These lawyers may have represented parties adverse to you while employed by other law firms or organizations. We assume, unless you notify us otherwise, and consistent with our ethical standards, that you have no objection to our continuing representation of you notwithstanding our lawyers' prior professional relationships, provided we timely implement an ethical screen consistent with our customary practices to prohibit those lawyers from participating in your matter and we provide you with written notice of our implementation of the ethical screen.

**13. Cooperation.** To perform our services effectively, we require the support of each client. You can assist us by keeping us fully informed as to facts and developments relevant to our representation of you and to each matter assigned. It is essential that each client (as well as any employees or representatives) provide us with accurate and complete information, including written materials when requested, and that each client make its personnel available to the extent required. Failure to assist in this way may affect our ability to represent a client adequately, and could result in our withdrawal as legal counsel.

**14. No Warranty of Result.** We cannot predict or represent that a particular result can be obtained within a specified time. We can make no promises or guarantees regarding the outcome of the matter or matters that are the subject of our services. We do not ordinarily undertake to keep clients informed about subsequent developments or changes in law once the matter in question has concluded. If you would like us to do so, please inform us in writing so that we can make the necessary arrangements to provide this service.

**15. Return and Disposition of Files.** After our services conclude, we will, upon your request, deliver to you the files that we created in providing representation to you, along with any funds or property of yours in our possession. If you do not request the files, we will retain them for a period of five years after the matter is closed. At the end of the five-year period, we will have no further obligation to retain the files.

**16. Dispute Resolution.** While we certainly do not anticipate conflict between us, in the event of any material dispute regarding the services provided or fees charged by the firm which cannot be settled amicably, we both agree that such dispute shall be submitted, as soon as practicable, to final and binding arbitration in San Francisco in accordance with the rules and procedures of JAMS Inc., a private mediation and arbitration facilitator. We further agree that the arbitration will be subject to the Federal Arbitration Act. Any dispute shall be strictly confidential between us and, except for our own representatives, will not be disclosed to any other person or entity. You have the right to consult with independent counsel before agreeing to this provision or signing this engagement letter.

**17. Mandatory Fee Arbitration.** Notwithstanding Section 16 above, in any dispute subject to the jurisdiction of the State of California over attorney's fees, charges, costs or expenses, you have the right to elect arbitration pursuant to the fee arbitration procedures of the State Bar of



California, as set forth in California Business and Professions Code Sections 6200-6206. Arbitration pursuant to the State Bar procedures is non-binding unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. These procedures permit a court trial after arbitration, or a subsequent binding contractual arbitration if the parties have agreed to binding arbitration and either party rejects the award and requests a trial de novo within 30 days after the award is mailed to the parties. If, after receiving a notice of the client's right to arbitrate, you do not elect to proceed under the State Bar fee arbitration procedures, and file a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, any dispute, claim or controversy arising between us, will be resolved by binding arbitration as provided in Section 16 above.

**18. Internal Firm Communications.** In the course of your representation, it may become necessary for our lawyers to analyze or address their or the firm's professional duties or responsibility regarding an issue in your matter by consulting the firm's General Counsel. We believe that the ability of our lawyers to consult on such issues as needed benefits the firm and our clients and is part of our efforts to maintain our high standards of ethics and professionalism. You will not be charged for such consultations if they occur. It is possible that a conflict of interest might be deemed to exist as between our lawyers and the firm on the one hand and you or your company on the other hand, arising out of these communications. As a condition of this engagement, you consent to waive any claim of conflict of interest that might be deemed to arise out of any such communications. You further agree and acknowledge that these are our attorney-client communications protected from disclosure to you or anyone else and that you will not seek to discover or inquire into them and may not be advised that they are occurring. Before agreeing to this waiver, we encourage you to seek independent counsel regarding the import of this consent. Of course, nothing in the foregoing shall diminish or otherwise affect our obligations to keep you informed of all material developments in your representation, including any conclusions arising out of such internal communications to the extent that they affect your interests. Your execution of our Engagement Letter confirms your agreement to this provision.

**19. Termination.** Clients may terminate our legal services at any time effective upon delivery of written notice to the firm. In this event, we will be entitled to receive all fees and costs incurred up to the date of termination. Unless we specifically agree to do so, we will provide no further services and advance no further costs on the matter after we receive notice of termination. Our right to terminate services to a client is subject to certain Rules of Professional Conduct that (a) require us to take reasonable steps to avoid foreseeable prejudice to the client from our withdrawal, and (b) establish standards for mandatory and permissive withdrawal under certain circumstances. Failure by a client to pay our bills in full, and on a timely basis, can constitute adequate grounds for us to withdraw. If we are attorney of record in any proceeding at the time we receive a termination notice, you will be required to execute and return a Substitution of Attorney consent immediately upon receipt, regardless of who initiates the termination.

**20. Miscellaneous.** From time to time, and consistent with our obligation to maintain your confidences, we may wish to reference our representation of you on our website, in attorney biographies, on matter lists, or in descriptions of our practice areas. We assume you have no objection to such use. We may send you emails with information about our firm, services, legal developments and upcoming events. If at any time you no longer wish to receive marketing communications from us, you may unsubscribe by clicking a link at the bottom of each marketing email which enables you to opt out of our mailing lists. Except as provided in Section 16, our agreement will be governed by California law.

21. **Entire Agreement; Notice.** This attached letter and this Billing and Policy Summary represent our entire agreement, which will be effective on the date of your signature. It supersedes all prior agreements, statements, or guarantees made before this time. Any notice from you amending, supplementing or superseding the terms of the attached letter and this Billing and Policy Summary will be effective only if approved by our duly authorized representative, and our agreement is memorialized in a writing signed by both parties. To signify your agreement with the terms of this letter, please sign the original and retain it for your files. Please sign a copy of the letter and return it to us for our files. You may also affix an electronic signature indicating your intent to sign this letter and return a copy to us electronically. If mailed, I am enclosing a pre-addressed envelope for your convenience. Of course, you have the right to seek the opinion of independent legal counsel or any other advisors, if you wish to do so, in order to determine whether each and every aspect of this agreement is in your best interests and is acceptable as drafted.





## TRAFFIX BOARD OF DIRECTORS

May 17, 2022

### VIII. New Business

C. Review and Approve Marketing & Outreach Plan for  
2022-23 School Year



# **DRIVEN TO REDUCE TRAFFIC!**

2022-2023 TRAFFIX Marketing Plan  
(proposed)

# TRAFFIX Schools 2021-2022

*(For 2022-2023, no new school sites proposed)*

- Historically Low Ridership Schools -
  - Primary Marketing Target
    - *Country Club*
    - *Green Valley*
    - *Neil Armstrong*
    - *Vista Grande*
    - *Walt Disney*
    - *Los Cerros*
- Mid-Range Ridership – Secondary Marketing Target
  - *Coyote Creek*
  - *Pine Valley*
- Consistently Sold Out
  - *Cal High*
  - *Monte Vista*
  - *San Ramon Valley*

# Marketing Challenges & Goals

## ■ CHALLENGES

- *Continued COVID-19 health concerns*
- *Confined Marketing Area (school specific)*

## ■ GOALS

- *Increase TRAFFIX Ridership (capacity dependent on State and Contra Costa County Health directives)*
- *Increase Bus Awareness and Safety*
  - ✓ Among TRAFFIX Families
  - ✓ Throughout Entire School Communities
- *Improve Bus Operations to Foster Strong Program Reputation*
- *Position TRAFFIX as a Trusted Community Member and Asset*
- *Educate Customer to Self-Serve*

## ■ RETURN ON INVESTMENT (ROI) – Marketing Measurement

- *Number of Pass Sales*
- *Customer Satisfaction Survey*
- *Number of Inquiries/Complaints*



# MARKETING METHODS

Promoting TRAFFIX in 2022-2023

# Communications & Branding

## ■ Communications & Branding

- *Website*
  - ✓ Clean
  - ✓ Professional, yet approachable
  - ✓ Functional
  - ✓ Informative
  - ✓ Mobile friendly
- *School & Principal Newsletters*
- *Direct Neighborhood Promotion*
- *School Office Posters*
- *TRAFFIX "Buzz Stop" Newsletter*
- *School-Site Banners and Yard Signs*
- *Universal Brochure*
- *On-Line School Registration*
- *Bus Driver BRAVOS*



# Events & Celebrations

## ■ Events & Celebrations

- *School Events (Open Houses, Incoming Student Events, Back-To-School Nights, Carnivals, etc.)*
- *School Bus Safety Week (Oct 16-22)*
- *School Bus Driver Appreciation Week*  
*(December & April)*
- *Unity Day (October 19)*



# Promotions & Campaigns

- Promotions & Campaigns

- *Promotional Rate for Low Ridership Schools - Ongoing*
- *Referral Incentives (discounts, drawings, etc.)*
- *Refer a Friend Promotion*
- *Spring Promotion for 2023*





# Citizens Advisory Committee (CAC)

- Citizens Advisory Committee (CAC) Marketing Contributions
  - *Branded as “AmBUSadors”*
  - *Personal Promotion:*
    - ✓ Nextdoor
    - ✓ HOA Newsletters
  - *Quotes*
  - *School Event Presence and Promotion*
  - *School Site Liaison*

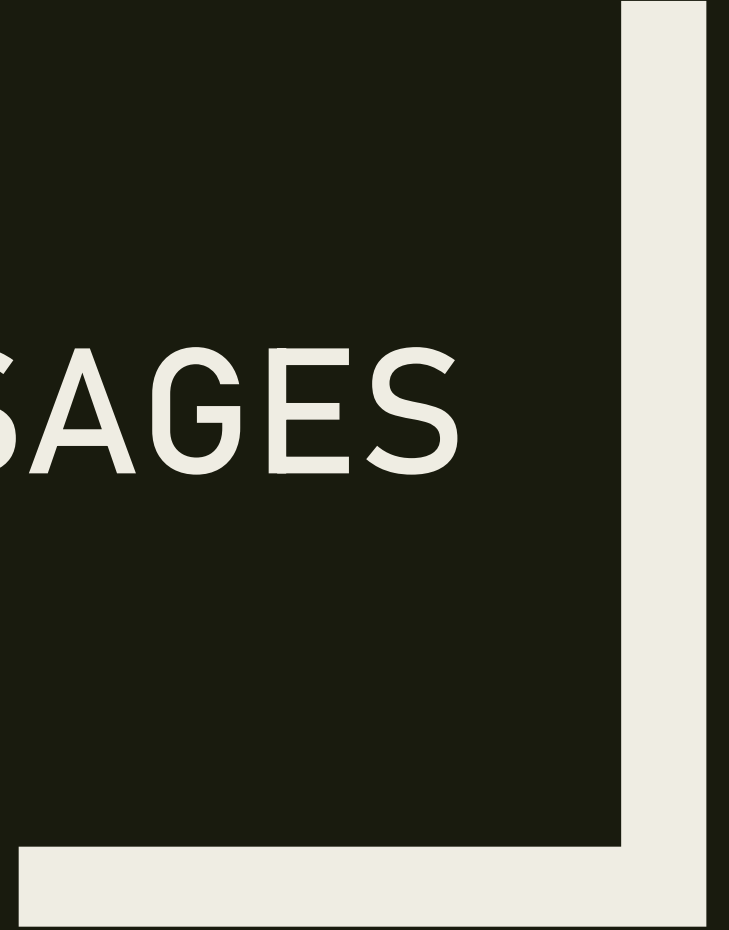


# Other Marketing Methods

- TRAFFIX Bus Pass Design Contest
- Build and Promote Program Partnerships (TRAFFIX, First Student, Schools, Member Agencies, etc.)
- Marketing FirstView App for parents to have “ownership” of their children’s stop
- Successful Program Operations Lead to a Great Reputation!



# MARKETING MESSAGES



# Key Marketing MESSAGES

- Convenient
- Cost-Effective (worth the price!)
- Reliable (FirstView App)
- Develops Independence and Responsibility
- Fosters Fun and Friendship
- Reduces Traffic Congestion – Gets Cars off the Roadways (vehicle trips saved)
- Leverage the program's permanency in the community
  - *Celebrates TRAFFIX longevity and promotes TRAFFIX as sustainable, credible, trustworthy, etc.*
- Potential Supplemental Tagline:
  - *Driven to Reduce Traffic Congestion!*
  - *It's Better on the Bus!*



# COST MESSAGING

- Cost per day, week, month
- Cost per run (1/2 of day)
- Cost relative to other programs
- Savings on gas and auto wear/tear
- Promote potential payment plan
- Promotional rate (for applicable routes and times)
- Pro-rated fares



# MARKETING BUDGET

Proposed Budget for 2022-2023

# Anticipated Marketing Costs

Item	Annual Cost	Notes
Constant Contact	\$1140	Monthly rate \$95
Extra Lanyards	\$1150	1000 extra lanyards
Promotional Items	\$4000	Max \$2/item for up to 2000 total pieces
Driver / CAC Shirts, Hats, etc.	\$2500	Used as driver and CAC appreciation gifts and to promote TRAFFIX
Bus Magnets	\$1000	50 (12"x24") outside bus magnets
Yard Signs	\$1000	Approximately 25 yards signs for school sites and new stop sites
School Office Posters	\$200	Waiting for quote from Excel Graphics for 12x24 posters for school sites
Miscellaneous	\$2000	
<b>GRAND TOTAL</b>	<b>\$12,990</b>	<b>Estimated Annual Marketing Communication Budget School Year 2022-2023 (requires board approval)</b>



## TRAFFIX BOARD OF DIRECTORS

May 17, 2022

### VIII. New Business

D. Receive Update TRAFFIX Financial Plan for FY 2022-23





DATE: May 17, 2022

TO: TRAFFIX Board of Directors

FROM: TRAFFIX Technical Advisory Committee

SUBJECT: **VIII.D. Review and Approve** TRAFFIX Financial Plan for FY 2022-2023

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## BACKGROUND

TRAFFIX adopts an annual budget to forecast and track revenues and expenditures for the program. The budget reflects actual and anticipated revenues and expenditures for the Fiscal Year.

With respect to Program revenues, TRAFFIX receives program revenue from four (4) sources:

1. Measure J (Contra Costa ½-cent transportation sales tax program);
2. Pass Sales;
3. Transportation Demand Management (TDM); and
4. Contra Costa County Service Area T-1.

For FY 2022-2023, the program revenues total: **\$3,438,845.00**

TRAFFIX program expenditures represent the day-to-day operations of the program, such as:

- Program Administration
- First Student (Bus Operator)
- Website
- Legal Counsel
- Insurance
- Marketing and Outreach

For FY 2022-2023, the program expenditures total: **\$3,136,515.00**

## FISCAL IMPACT

A summary of program changes to the FY 2022-2023 budget is as follows:



## 2022-2023 Budget Changes:

Budget Item	Amount of Increase/Decrease	Reason/Notes
4100-00 – Measure J Revenue	+\$560,000	Increase in Measure J Sales Tax Revenues
4200-00 Parent Contributions	+74,420.00	Increase in Parent Contributions with goal of selling 1,465 passes
4300-01 – TDM Revenue	+\$15,000	Increase in TDM funding
7100-01 Program Administration	-\$5,615.39	Decrease in Program Administration Costs
7100-02 First Student	+\$69,422.20	Increase in the contract amount of \$658.86/day/24 buses for FY 2022-2023.
7600-02 Website Software Support/Maintenance Fees (Annual)	+5,000	Reflects increase to implement website enhancements.
7920-00 General Contingency	+10,000	Reflects adding funding to cover unexpected expenditures during the year.
7930-00 Operation Analysis Study	+100,000	Reflects increase to conduct fall 2022 Level of Service (LOS) analysis for existing TRAFFIX intersections and Spring 2023 to conduct a valley-wide LOS analysis

The most significant change is the increase of costs for First Student in the amount of \$69,422.20.

As discussed during the March BOD meeting, an analysis is underway to examine rates for credit card processing fees. A final determination will be provided to the BOD at a future meeting. In the interim, the credit card processing fee budget of \$22,000 is proposed to carry forward.



The Technical Advisory Committee (TAC) has discussed the concept of implementing a Reduced Fare Pilot Program for FY 2022-2023. TAC is proposing a reduced pass fare of \$100 (for all eligible schools/routes). It is recommended that to be eligible for a TRAFFIX reduced fare, customers must present to TRAFFIX the SRVUSD certification letter demonstrating that the student rider qualifies for educational benefits.

Currently, there are 379 students who attend a TRAFFIX-served school and that would qualify for the reduced fare program. Further analysis would be required to identify the number of currently eligible students within neighborhoods along TRAFFIX routes.

If agreed upon by the BOD, TRAFFIX will promote the Pilot Program for the 2022-2023 school year. The fiscal impact to the budget is unknown at this time. During next year's mid-year budget review, an analysis of the program would be provided to the Board.

**RECOMMENDATION:** Approve the Fiscal Year 2022-2023 Financial Plan.

**ATTACHMENT**

- A. Fiscal Year 2022-2023 TRAFFIX Financial Plan.

**TRAFFIX - Measure J Traffic Congestion Relief Agency**  
**FY 2022-2023 Financial Plan**  
**Statement of Revenue & Expenditures - DRAFT**

	NOTES	Adopted Financial Plan/Budget July 1, 2021 - June 30, 2022	Proposed Financial Plan/Budget July 1, 2022 - June 30, 2023	Changes
<b>REVENUES:</b>				
Transfer from Reserves			\$ -	
4100-00 Measure J Sales Tax Revenue	1	\$ 1,840,000.00	\$ 2,400,000.00	\$ 560,000.00
4200-00 Parent Contributions (Fare Box)				-
School Year 2020-2021				-
School Year 2021-2022				-
School Year 2022-2023	2	\$ 603,425.00	677,845.00	74,420.00
		\$ 2,443,425.00	\$ 3,077,845.00	\$ 634,420.00
4300-00 Other Funds				
4300-01 TDM Funds	3	\$ 75,000.00	90,000.00	15,000.00
4300-02 CCC CSA-T1	4	\$ 271,000.00	271,000.00	-
Total 4300-00 Other Funds		\$ 346,000.00	361,000.00	\$ 15,000.00
Total Income		\$ 2,789,425.00	\$ 3,438,845.00	\$ 649,420.00
Gross Profit		\$ 2,789,425.00	\$ 3,438,845.00	\$ 649,420.00
<b>EXPENDITURES:</b>				
7100-00 Contract Services				
7100-01 Program Administration	5	\$ 184,615.39	179,000.00	(5,615.39)
7100-02 Service Operator	6	\$ 2,776,852.80	2,846,275.00	69,422.20
7100-03 Audit		\$ 6,000.00	6,000.00	-
7100-04 Consulting Services			-	-
7100-05 Insurance	7	\$ 6,500.00	6,500.00	-
7100-06 Legal Counsel	8	\$ 15,000.00	15,000.00	-
7100-07 Treasurer/Accounting	9	\$ 12,000.00	12,000.00	-
7100-08 Banking Service Charges/CC Charges	10	\$ 22,000.00	22,000.00	-
Total 7100-00 Contract Services		\$ 3,022,968.19	\$ 3,086,775.00	63,806.81
7300-00 Leases				
7300-01 Office/Meeting Space				
Total 7300-00 Leases				
7400-00 Marketing & Sales				
7400-01 Bus Pass Production & Mailing	11	\$ 7,000.00	7,000.00	-
7400-02 Printing & Postage	12	\$ 200.00	200.00	-
7400-03 Promotional Materials / Online Marketing	13	\$ 12,540.00	12,540.00	-
Total 7400-00 Marketing & Sales		\$ 19,740.00	\$ 19,740.00	
7500-00 Public Notification				

**TRAFFIX - Measure J Traffic Congestion Relief Agency**  
**FY 2022-2023 Financial Plan**  
**Statement of Revenue & Expenditures - DRAFT**

	NOTES	Adopted Financial Plan/Budget July 1, 2021 - June 30, 2022	Proposed Financial Plan/Budget July 1, 2022 - June 30, 2023	Changes
7500-01 Public Document Printing				
7500-02 Postage				
Total 7500-00 Public Notification				
7600-00 Software, Website, CRM Data Maintenance				
7600-01 License Fees/ Hosting (Annual)	14	\$ 6,000.00	6,000.00	-
7600-02 Software Support / Maintenance Fees (Annual)		\$ 6,500.00	6,500.00	-
Total 7600-00 Software, Website, CRM Data Maintenance		\$ 12,500.00	\$ 12,500.00	-
7700-00 Supplies		\$ 3,000.00	3,000.00	-
Total 7700-00 Supplies		\$ 3,000.00	\$ 3,000.00	-
7800-00 Email & Telephone				
7800-01 Telephone - Google Voice				
7800-02 SMS/Text Messaging Hosting Fees	15	\$ 2,000.00	\$ 2,000.00	-
Total 7800-00 Email & Telephone		\$ 2,000.00	\$ 2,000.00	
7900-00 Miscellaneous Expenses				
7910-00 Monitoring Program				
7920-00 General Contingency			\$ 10,000.00	10,000.00
7930-00 Operation Analysis Study			\$ 100,000.00	100,000.00
Total Expenses		\$ 3,072,708.19	\$ 3,136,515.00	63,806.81
NET OPERATING INCOME:		-\$ 283,283.19	\$ 302,330.00	585,613.19
NON-OPERATING INCOME:				
4400-00 Interest		\$ 283.00	283.00	-
Total Other Income		\$ 283.00	283.00	-
Net Other Income		\$ 283.00	\$ 283.00	-
REVENUE OVER (UNDER) EXPENDITURES		\$283,000.19	\$ 302,613.00	585,613.19
Prior Year Carry-over(Unreserved) Funds		\$ 1,800,963.19	\$ 1,215,350.00	(585,613.19)
Ending Unreserved Balance Prior to Current Reservations		\$ 1,517,963.00	\$ 1,517,963.00	-

1 4100-00 Measure J Revenue - \$2,400,000 is the estimated 12 month Revenue from CCTA. This does not include the 10% carryover from 2021-2022.

2 4200-00 Parent Contributions - Estimated parent contributions \$677,525.00 with no rate increase FY 2022-2023. Elementary and middle school at \$425.00 (367 Students), \$475 (648 students) and high school at \$475 (450 Students).

3 4300-01 TDM Funds- SWAT Recommendation - \$90,000 in TDM Funds

**TRAFFIX - Measure J Traffic Congestion Relief Agency**  
**FY 2022-2023 Financial Plan**  
**Statement of Revenue & Expenditures - DRAFT**

NOTES	Adopted Financial Plan/Budget July 1, 2021 - June 30, 2022	Proposed Financial Plan/Budget July 1, 2022 - June 30, 2023	Changes
4	4300-02 CCC CSA T-1 - CSA T-1 Reimbursements are calculated for three buses servicing the CSA T1 Area. Funds estimated at \$271,000.00		
5	7100-01 Program Administration - Program Management reflects a total employee compensation package of \$179,000 for 12 months for the Administrative Coordinator who is a full-time, limited term employee of the City of San Ramon.		
6	7100-02 Service Provider Cost- \$2,846,275.00. This reflects the contract amount of \$658.86/day/24 buses for FY 2022-2023.		
7	7100-05 Insurance - Insurance coverage is \$6000.00		
8			
9	7100-07 Treasurer/Accounting - \$1000/month contract with JJACPA		
10	7100-08 Banking Service Charges - Will finalize credit card analysis in July/August. Credit card processing fees estimated closer to \$22,000		
11	7400-01 Bus Pass Production & Mailing - This amount reflects the estimate of 1,400+ passes made, sorted and mailed		
12	7400-02 Printing & Postage - This covers the purchase of copy paper for day to day printing, printing of informal marketing materials (casual flyers and small signs, etc.) at the City of San Ramon and the purchase of stamps to mail bills and other TRAFFIX-related items.		
13	7400-03 Marketing / Promotional Materials - Marketing budget per marketing plan \$12,540.00		
14	7600-01 License Fees/Hosting - Includes website hosting, Go Daddy Renewal, QR code, Quickbooks, 1099 eFiling fees and website enhancements.		
15	7800-02 SMS/Text Messaging Hosting - Funding to contact parents via text messaging		



## TRAFFIX BOARD OF DIRECTORS

May 17, 2022

### VIII. New Business

E. Review and Approve TRAFFIX meeting schedule for FY 2022-23



## 2022-2023 School Year Meeting Schedule

### TRAFFIX Board of Directors (BOD) \*

Tuesday, July 19, 2022	4:00 PM
Tuesday, September 20, 2022	4:00 PM
Tuesday, November 15, 2022	4:00 PM
Tuesday, January 17, 2023	4:00 PM
Tuesday, March 21, 2023	4:00 PM
Tuesday, May 16, 2023	4:00 PM

### TRAFFIX Technical Advisory Committee (TAC) \*\*

Wednesday, July 6, 2022	11:00 AM
Wednesday, September 7, 2022	11:00 AM
Wednesday, November 2, 2022	11:00 AM
Wednesday, January 4, 2023	11:00 AM
Wednesday, March 1, 2023	11:00 AM
Wednesday, May 3, 2023	11:00 AM

### TRAFFIX Citizens Advisory Committee (CAC) \*\*

Tuesday, August 9, 2022	11:00 AM
Tuesday, November 8, 2022	11:00 AM
Tuesday, February 14, 2023	11:00 AM
Tuesday, May 9, 2023	11:00 AM

***\* All Board meetings will be held via Zoom until further notice \****

***\*\* All TAC and CAC meetings will be held via Zoom until further notice***

***\*\****





## TRAFFIX BOARD OF DIRECTORS

May 17, 2022

### VIII. New Business

F. Receive Update on bus pass design contest



## 2022-2023 TRAFFIX Bus Pass Design



Does your child love art? And love TRAFFIX? Now is your child's opportunity to make an impact on the TRAFFIX Bus program! We are accepting bus pass designs for the 2022-2023 school year until Friday May 6th! Please submit a photo of your design to [Admin@RideTRAFFIX.com](mailto:Admin@RideTRAFFIX.com).

Designs MUST include the word TRAFFIX and 2022-2023 on them. Please include your child's name, grade, and a little blurb about yourself! Designs will be shared with the TRAFFIX Board of Directors on Tuesday May 17 and a design will be selected.

One design will be selected and the parent(s) will be notified via email. Please feel free to reach out with any questions!

Best,  
Kellie Fahey  
TRAFFIX Administrative Coordinator  
[Admin@ridetraffix.com](mailto:Admin@ridetraffix.com)

**2021-2022  
Elementary  
Winner**







## TRAFFIX BOARD OF DIRECTORS

May 17, 2022

### VIII. New Business

G. Review Transition of Chair and Vice Chair effective July 1, 2022



## TRAFFIX BOARD OF DIRECTORS

May 17, 2022

### VIII. New Business

H. **Discuss** continuation of Zoom or return to in-person Board meetings



## TRAFFIX BOARD OF DIRECTORS

Friday, March 18, 2022

### IX. Adjournment