SUBJECT: Continuation of the RTC Discount Card Interagency Agreement

RECOMMENDED ACTION:

☐ Information Only  ☐ Briefing Item  ☒ Recommended Motion

Consider authorizing the General Manager to execute a continuation of the Regional Transit Connection (RTC) Discount Card Interagency Agreement between AC Transit, BART, and MTC.

Fiscal Impact:
AC Transit’s annual cost will be approximately $109,438 for FY2005 - 2006. Budgeted.

Background/Discussion:
The RTC Discount ID Card program is jointly operated by most of the Transit operators in the nine county San Francisco Bay Area, under the oversight of the Metropolitan Transportation Commission (MTC), in compliance with state and Federal requirements.

BOARD ACTION: Approved as Recommended [x] Other [ ]
Approved with Modification(s) [ ]

MOTION: BISCHOFBERGER/JAQUEZ to authorize the General Manager to execute a continuation of the RTC Discount Card Interagency between AC Transit, BART, and MTC (7-0-0-0).

Ayes: Directors Bischofberger, Jaquez, Kaplan, Hayashi, Peeples, Vice President Harper, President Wallace - 7
Noes: None - 0
Abstain: None - 0
Absent: None - 0

The above order was passed and adopted on March 2, 2005.

Rose Martinez, District Secretary

By ___________________________
which mandate discounted fares to eligible seniors and persons with disabilities. After audits and extensive negotiations, the current program was developed and adopted by the regional transit operators, to provide consistency and accuracy in the eligibility certification process. Since 1998, MTC has managed the database on behalf of the regional operators. MTC is assisted in this effort by BART, which functions as the lead agency for the program, and the Cordoba Corp, which acts as the central processor, issuing ID cards to eligible patrons. **Attachment 1** contains the RTC Discount Card Interagency Agreement. The term of the agreement is from July 1, 2005 through June 30, 2010, with an option for two (2) one year extensions.

MTC's maintenance of the regional program database assures consistency in the application of eligibility certification procedures, and reduces fraud, card duplication and duplicative program costs.

*Translink* is a Regional fare program, approved by the Bay Area transit operators, and scheduled for implementation in the near future. Translink will use a "smart card" as a universal fare instrument, which will be accepted by all of the transit operators in the nine county Bay Area. All future RTC ID cards issued will utilize the Translink smart card technology.

Under the terms of the original agreement, each transit operator paid a share of the program costs, based upon the proportional number of applications, which the central processor received from each operator. At AC Transit’s request, the funding agreement was later reviewed and modified in 2002 by mutual agreement of the operators and their policy boards and/or general managers. This resulted in a reduction in AC Transit’s proportional share of cost by 4.7 percent. As proposed, AC Transit will maintain responsibility for its proportional share of cards issued (23.6%) at an estimated cost of $109,438 in FY 05/06. Current estimated costs for FY 04/05 total $107,055.

**Prior Relevant Board Actions/Policies:**
1. GM Memos 97-363 and 97-362(a), January 1998: Approved Interagency Agreement Implementing RTC ID Card Program Central Processor
2. GM Memo 01-309, November 2001: Received Report re: RTC Cost Formula Revisions
3. GM Memo 02-062, March 2002: Authorized the General Manager to execute the Interagency Agreement Amendment #1, which modified the program cost allocation rate/operator, and which extended the agreement from 2/23/98 through 6/30/05.

**Attachments:**
1. RTC Discount ID Card Interagency Agreement
2. Budget and allocations formula and share of cost chart
AGREEMENT REGARDING IMPLEMENTATION OF
THE REGIONAL TRANSIT DISCOUNT CARD PROGRAM
BETWEEN
THE BAY AREA RAPID TRANSIT DISTRICT
THE METROPOLITAN TRANSPORTATION COMMISSION
AND
AC TRANSIT

This Agreement is made this __________ day of __________, 2005, by and among
the Bay Area Rapid Transit District (hereinafter “BART” or “Lead Agency”), The
Metropolitan Transportation Commission (hereinafter “MTC”) and the Alameda-
Contra Costa Transit District (hereinafter “Transit Operator”).

GENERAL

This Memorandum of Understanding (MOU) describes the respective responsibilities
of the Transit Operators, BART, and MTC for implementing the Regional Transit
Discount Card Program. The design, development and implementation of policies and
procedures for the central processing of RTC Discount Cards and maintenance of the
RTC database are based on agreements reached by the operators working through
the Bay Area Partnership Coordinating Council Committee’s (PTCC) Accessibility
Committee.

TRANSIT OPERATOR RESPONSIBILITIES

1. Transit Operator will implement the RTC Discount Card Program as approved
   and as may be amended by the PTCC. Transportation Operator responsibilities
   include:

   a. **First Line Customer Service**: Transit operator staff function as the
      front-line of customer service for the Discount Card Program. This includes
      application distribution and acceptance, answering questions regarding the
      basic requirements and eligibility parameters of the program, collecting fees,
      and assisting with lost card replacement and renewal of expired cards. Transit
      operator staff will check application status by accessing the database or by
      phone contact with the Central Processor.

   b. **Application Acceptance**: Transit operator staff will explain the program
      and application process to applicants, outline the time-frame of the application
      process, confirm the identity of the applicant, photograph the applicant, ensure
that the application is complete, and assist the Central Processor in acquiring complete and accurate information.

c. **Data Transmission to and from the Central Processor:** Transit operators are responsible for scanning the application and electronically transmitting that data to the Central Processor on an agreed-to schedule to ensure timely application processing; and thereafter forwarding original applications to the Central Processor. Transit operator is also responsible for maintaining an up-to-date version of the RTC database on the operator's computer.

d. **Participate in Appeals Process:** Transit operator will take part in the processing of appeals submitted by customers whose application originated from its application office. Transit operator will provide information relevant to the appeal, will designate a staff person to hear the appeal and adhere to other policies and procedures for the appeals process as agreed to by participating operators.

2. Transit Operator is responsible for providing adequate space, a secure and reliable power source, a dedicated telephone line, and an appropriate environment for the hardware and operation of the RTC Discount Card Program.

3. Transit Operator is responsible for maintaining and replacing, as necessary, computer equipment that is fully compatible with that used by the Central Processor and other transit operators participating in the program. Transit Operator is also responsible for all operating system maintenance (such as upgrading to new versions of Windows, network software and similar “systems” software at the Transit Operator site.

4. Transit Operator is responsible for providing its staff with training on Microsoft Windows and the fundamentals of PC operations. If the RTC database is used on a network, the Transit Operator is also responsible for all training and administration required for network operators.

5. Transit Operator will maintain all records containing personal information, as defined in California Civil Code Section 1798.3(a), with accuracy, relevance, timeliness, and completeness, to the maximum extent possible. Transit Operator may not disclose any personal information in a manner that would link the information disclosed to the individual to whom it pertains unless the disclosure meets the requirements of Civil Code Section 1798.24 et seq. Transit Operator will establish appropriate and reasonable administrative, technical and physical safeguards to ensure compliance with the provisions of this paragraph, to ensure the security and confidentiality of records, and to protect against anticipated threats or hazards to their security or integrity which could result in any injury.
6. If Transit Operator intends to transfer the information in the RTC database to another program such as an alternative database for auditing purposes, the Transit Operator is solely responsible for these operations and any expenses related to these operations. The database includes a function for exporting information, but the Transit Operator is solely responsible for the transfer and manipulation of the information outside of the RTC program database.

7. Transit Operator is responsible for carrying out appropriate procedures to backup information forwarded to the Central Processor (e.g., providing hard copy of application and/or datafile storage of backup files).

8. Transit Operator may implement programs and procedures ancillary to and complementary to the Regional Transit Discount Card Program.

9. Transit Operator will reimburse BART, as the Lead Agency, for the Central Processor and associated management costs on a schedule established by the Lead Agency. Transit Operator’s share of the costs is based on the percentage shares agreed to by the PTCC, as shown in the following table:

<table>
<thead>
<tr>
<th>Transit Operator</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>AC Transit</td>
<td>23.6%</td>
</tr>
<tr>
<td>BART</td>
<td>14.1%</td>
</tr>
<tr>
<td>CCCTA</td>
<td>5.8%</td>
</tr>
<tr>
<td>ECCTA</td>
<td>1.1%</td>
</tr>
<tr>
<td>Golden Gate Transit</td>
<td>2.0%</td>
</tr>
<tr>
<td>LAVTA</td>
<td>1.0%</td>
</tr>
<tr>
<td>Muni</td>
<td>19.8%</td>
</tr>
<tr>
<td>SamTrans</td>
<td>3.1%</td>
</tr>
<tr>
<td>Santa Rosa Transit</td>
<td>1.2%</td>
</tr>
<tr>
<td>Sonoma Transit</td>
<td>1.0%</td>
</tr>
<tr>
<td>Vallejo Transit</td>
<td>1.3%</td>
</tr>
<tr>
<td>VTA</td>
<td>26.0%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100.0%</strong></td>
</tr>
</tbody>
</table>
MTC RESPONSIBILITIES

1. MTC is responsible for monitoring the performance of the RTC Discount Card Program relative to MTC’s Transit Coordination Implementation Plan adopted, in accordance with the requirements of California Government Code Sections 66516 and 66516.5.

2. MTC will retain ownership of the RTC Database.

BAY AREA RAPID TRANSIT DISTRICT (Lead Agency) RESPONSIBILITIES

1. BART has been designated as Lead Agency for the RTC Discount Card Program. As Lead Agency, BART will perform overall program monitoring, contracting and management of central processing services, and overall program financial management. Specific responsibilities include:

   a. **Central Processor Contracting**: Lead Agency will issue the Request for Proposal (RFP), manage the selection process and contract with the Central Processor to carry out the responsibilities as described in the Central Processor Work Scope.

   b. **Central Processor Management**: Lead Agency provides the staff assistance necessary to manage the Central Processor contract, to ensure that work is performed in accordance with the objectives of the RTC Discount Card Program and the policies of the PTCC. Lead Agency reviews all management reports, annual budgets and work plans from the Central Processor and facilitate discussions regarding program operations between individual transit operators and the Central Processor.

   c. **Budgeting and Billing**: Lead agency will present an annual budget for the program to the Accessibility Committee no later than February 1st of each year specifying Lead Agency and Central Processor costs. Lead Agency invoices operators quarterly in advance for its share of costs based on the budget approved by the Accessibility Committee and the distribution outlined in the previous table.

   d. **Database Oversight**: The Central Processor is responsible for day-to-day operation of the RTC Database. The Lead Agency will perform oversight for this function and ensure that requirements for routine service and technical support for the database are met. The costs of database maintenance and technical support are included in the annual budget for the Central Processor, as approved by the Accessibility Committee.
Modifications to the RTC Database software may be undertaken by the Central Processor, under the direction of the Lead Agency, subject to approval by MTC, which will not be withheld unreasonably.

e. **Appeals Process Management:** Lead Agency will review all appeals of denials of applications and will manage the appeals process. Lead Agency will inform the Central Processor of the outcome of the appeal and direct the Central Processor to implement the decision of the appeals panel.

f. **Periodic Program Audits:** Lead Agency is responsible for arranging for an independent triennial audit of the Central Processor operations and the database. The costs of the audit will be included in the annual budget. The purpose of the audit is to ensure the reliability of the information in the database, control over the cardstock, and consistent application of program policies in the eligibility process. Results of the audit will be reported to the Accessibility Committee.

g. **Enforcement Proceedings:** Lead Agency will work with Transit Operator relative to any enforcement action needed to address RTC Discount Card fraud or abuse on the part of applicants or certifiers.

h. **PTCC Coordination:** Lead Agency is responsible for regularly attending meetings of the RTCC Accessibility Committee to respond to questions and resolve problems related to the program. Lead Agency is also responsible for monthly reports to the Accessibility Committee on the Central Processor contract and database operations.

2. Lead Agency, through its contract with the Central Processor, will ensure that the Central Processor maintains all records containing personal information, as defined in California Civil Code Section 1798.3(a), with accuracy, relevance, timeliness, and completeness, to the maximum extent possible. Neither Lead Agency nor the Central Processor may disclose any personal information in a manner that would link the information disclosed to the individual to whom it pertains unless the disclosure meets the requirements of Civil Code Section 1798.24 et seq. Lead Agency will establish appropriate and reasonable administrative, technical and physical safeguards to ensure compliance with the provisions of this paragraph, to ensure the security and confidentiality of records, and to protect against anticipated threats or hazards to their security or integrity which could result in any injury.

3. Lead Agency will allow Transit Operator opportunity to inspect and copy all of the books, works, documents, papers, materials, payrolls, records, accounts, and all other data of Lead Agency and the Central Processor relative to the component of the RTC Discount Card Program applicable to Operator and in accordance with the safeguards pursuant to the above paragraph. Upon
termination of this Agreement, Lead Agency will forward applicable records to Transit Operator.

4. Lead Agency, through its contract with the Central Processor, will provide a tape, or other medium, containing each operator’s entire database to that transit operator on an emergency basis if there is an unrecoverable failure of the local system and the Transit Operator’s local backup process fails. This service will be provided at cost and should not be viewed as a substitute for adequate backup procedures by the Transit Operator.

INDEMNIFICATION

Neither Transit Operator nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by BART or MTC under or in connection with any work authority or jurisdiction delegated to BART or MTC under this agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, BART with respect to any work, authority or jurisdiction delegated to BART and MTC with respect to any work, authority or jurisdiction delegated to MTC, shall fully defend, indemnify, and save harmless the Transit Operator, its Board of Directors, officers and agents, employees and attorneys from all claims, suits, or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by BART or MTC under this agreement.

Neither BART or any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Transit Operator or MTC under or in connection with any work authority or jurisdiction delegated to Transit Operator or MTC under this agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, the Transit Operator with respect to any work, authority or jurisdiction delegated to the Transit Operator and MTC with respect to any work, authority or jurisdiction delegated to MTC shall fully defend, indemnify, and save harmless BART, its Board of Directors, officers and agents, employees and attorneys from all claims, suits, or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the Transit Operator or MTC under this agreement.

Neither MTC nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by BART or Transit Operator under or in connection with any work authority or jurisdiction delegated to Transit Operator or MTC under this agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, BART with respect to any work, authority or jurisdiction delegated to BART and Transit Operator with respect to
any work, authority or jurisdiction delegated to Transit Operator, shall fully defend, indemnify, and save harmless the MTC, its Commissioners, officers and agents, employees and attorneys from all claims, suits, or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by BART or Transit Operator under this agreement.

**PROCESS FOR PROGRAM CHANGES**

During the term of this agreement it may be necessary or desirable to make changes in the program. Transit Operator, MTC, and/or the Lead Agency may request changes. To facilitate the orderly implementation of changes the following general process will be followed:

For minor administrative changes: Changes which do not involve an amendment to this agreement, or to the formal policies of the program, can be implemented following approval by the Accessibility Committee, on the schedule agreed upon by the Committee.

For other changes: Changes which require an amendment to this agreement, or which constitute a change in formal program policies, must be reviewed and approved by the Accessibility Committee and subsequently by the PTCC, and implemented in accordance with a schedule and a process agreed upon by the PTCC.
TERM

The term of the Agreement will be effective beginning on the date first specified above, continuing for a five-year period thereafter, with options for two-one-year extensions upon approval of the parties.

AMENDMENTS

This Agreement may be amended from time to time with the written consent of the parties.

EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts, and when all the parties have signed such counterparts, they shall constitute a duplicate original.

AC TRANSIT District

____________________________ _______________ __________________
Rick Fernandez, General Manager Thomas E. Margro, General Manager

METROPOLITAN TRANSPORTATION COMMISSION
## RTC Discount Card Program Budget and Cost Allocation
### July 1, 2005-June 30, 2006

<table>
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</table>

100.0% $463,719**

*MOU 2/05

**includes Central Processor, Medical Consultant, Computer Support, and Lead Agency costs

2% increase over 2004/5 budget