

SAN JOAQUIN REGIONAL TRANSIT DISTRICT  
BOARD OF DIRECTORS MEETING – NOTICE AND AGENDA  
10:00 A.M. ON FRIDAY, JUNE 16, 2023

The Board of Directors of the San Joaquin Regional Transit District (RTD) will hold a regular meeting at 10:00 a.m. on Friday, June 16, 2023, in the Boardroom of RTD's Downtown Transit Center, 421 East Weber Avenue, Stockton, California. Please visit <https://sanjoaquinrtd.com/board-of-directors/board-meeting-agendas-and-minutes/> for an electronic copy of this document.

ACCESSIBLE PUBLIC MEETINGS: RTD is committed to ensuring that all meetings are accessible regardless of an individual's ability or access method. RTD will make all reasonable accommodations for persons with disabilities to participate in this meeting. Upon request to the Chief Executive Office, RTD will provide agenda materials in appropriate alternative formats or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. Please send a written request, including your name, mailing address, phone number, and a brief description of the requested materials, preferred alternative format, auxiliary aid, or service, at least three workdays before the meeting. Requests should be sent to RTD by mail at 421 East Weber Avenue, Stockton, CA 95202, by phone at (209) 467-6613, by fax at (209) 948-8516, or by email to [BoardSupport@sjRTD.com](mailto:BoardSupport@sjRTD.com).

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

*For language assistance, interpreter services, please contact (209) 943-1111. Para información en Español, por favor llame al (209) 943-1111.*

1. CALL MEETING TO ORDER
2. MOMENT OF SILENCE/REFLECTION
3. SAFETY ANNOUNCEMENT
4. PLEDGE OF ALLEGIANCE TO THE FLAG
5. ROLL CALL
6. PUBLIC COMMENT  
All public comments shall be limited to no more than THREE MINUTES. In addition, applause, loud noises, or any other outbursts or disruptions from the

audience are not allowed during or after public comment. Those who violate this protocol may be removed from the meeting at the presiding officer's discretion.

7. REPORTS

- A. CHIEF EXECUTIVE OFFICER UPDATE  
CEO Alex Clifford will provide an oral update on matters of relevance to RTD.
- B. MARKETING UPDATE  
Supervisor of Marketing and Customer Engagement Maximilian Cao will provide event updates and Customer Survey results.
- C. FINANCIAL UPDATE  
Finance Manager Ravi Sharma will provide May financial reports.

8. INFORMATION ITEMS

Reports are provided for information only. Staff will be available to answer any questions.

- A. FEDERAL LEGISLATIVE UPDATE  
Report of Federal Legislative Updates prepared by Capital Edge Advocacy, Inc.
- B. STATE LEGISLATIVE UPDATE  
Report of State Legislative Updates prepared by Shaw Yoder Antwih Schmelzer & Lange.

9. CONSENT CALENDAR

- A. RESOLUTION: APPROVING THE MINUTES OF THE MAY 19, 2023, REGULAR BOARD OF DIRECTORS MEETING  
Board approval of minutes.
- B. RESOLUTION: APPROVING CANCELLATION OF THE REGULAR BOARD MEETING ON JULY 21, 2023  
Board approval of cancellation of July Board Meeting.
- C. RESOLUTION: ADOPTING THE FISCAL YEAR 2024 STRATEGIC PLAN  
Board adoption of the FY 2024 Strategic plan.
- D. RESOLUTION: RATIFYING THE PURCHASE OF FAREBOX COMPONENTS FOR INSTALLATION AND USE FOR FISCAL YEAR 2024  
Board approval of farebox components purchase for installation.

- E. RESOLUTION: ADOPTING THE BOARD OF DIRECTORS TRAVEL POLICY  
Board adoption of Board Member Travel Policy.
- F. RESOLUTION: ADOPTING THE REVISED RECORDS RETENTION AND DESTRUCTION POLICY  
Board adoption of Revised Records Retention and Destruction Policy.
- G. RESOLUTION: ADOPTING THE USE OF FIXED ROUTE SERVICES AND TRANSIT FACILITIES, INCLUDING PASSENGER CODE OF CONDUCT, EXPRESSIVE ACTIVITIES, AND SERVICE SUSPENSION AND EXCLUSION POLICY  
Board adoption of Passenger Code of Conduct Policy.
- H. RESOLUTION: ADOPTING THE REVISIONS TO THE SAN JOAQUIN RTD DRUG AND ALCOHOL-FREE WORKPLACE POLICY  
Board adoption of Drug and Alcohol-Free Workplace Policy revisions.
- I. RESOLUTION: APPROVING AMENDMENT SIX OF THE INTERAGENCY AGREEMENT BETWEEN THE CITY OF RIPON AND SAN JOAQUIN REGIONAL TRANSIT DISTRICT (RTD) FOR OPERATION OF RIPON'S TRANSIT SERVICES  
Board approval of City of Ripon Transit Service Agreement.
- J. ACCEPT AND FILE: APPROVED BOARD OF DIRECTOR'S TRAVEL EXPENSES  
Board acceptance and filing of upcoming Board member travel.
- K. ACCEPT AND FILE: BATTERY ENERGY STORAGE SYSTEM CLOSE-OUT  
Board acceptance and filing of BESS close-out.
- L. ACCEPT AND FILE: CHECK REGISTER FOR THE MONTH OF MAY 2023  
Board acceptance and filing of Check Register for May 2023.
- M. ACCEPT AND FILE: FISCAL YEAR-TO-DATE FINANCE METRICS REPORT FOR THE MONTH OF MAY 2023  
Board acceptance and filing of financial metrics for May 2023.

10. ACTION ITEM

- A. RESOLUTION: AUTHORIZING THE CEO TO PROVIDE A COST-OF-LIVING ADJUSTMENT (COLA) INCREASE TO ALL NON-REPRESENTED EMPLOYEES WHO WERE HIRED OR PROMOTED PRIOR TO JULY 1, 2023, EFFECTIVE JULY 1, 2023  
Board approval of COLA increase to all non-represented employees.

- B. RESOLUTION: ADOPTING THE FISCAL YEAR 2024 OPERATING BUDGET IN THE AMOUNT OF \$53,205,623 AND CAPITAL BUDGET IN THE AMOUNT OF \$12,484,608  
Board adoption of FY 2024 Operating and Capital Budgets.
  - C. RESOLUTION: AUTHORIZING THE CEO TO EXECUTE THE PURCHASE, DELIVERY, AND INSTALLATION OF A PORTABLE LIQUID HYDROGEN REFUELING TRAILER NEEDED TO FUEL ITS FUEL CELL ELECTRIC BUSES (FCEB) FOR ITS PILOT PROGRAM WITH A NOT TO EXCEED AMOUNT OF \$3,500,000  
Board approval of purchasing portable hydrogen refueling trailer.
- 11. QUESTIONS AND COMMENTS FROM DIRECTORS AND STAFF
  - 12. CLOSED SESSION
    - A. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION  
[Paragraph (1) of subdivision (d) of Government Code, Section 54956.9]:
      - i. San Joaquin Regional Transit District vs. DSS-2731 Myrtle LLC, et al.  
San Joaquin Superior Court Case No. 39-2010-00252684-CU-EI-STK
    - B. CONFERENCE WITH LABOR NEGOTIATOR  
Agency Negotiators: CEO and Pat Glenn (Legal Counsel)  
Employee Organization: Amalgamated Transit Union, Local 256
  - 13. OPEN SESSION
    - A. Closed Session Report (Legal Counsel)
    - B. RESOLUTION: APPROVING PURCHASE AND SALE AGREEMENT  
(2731 E. Myrtle Street, Stockton, California 95205; San Joaquin County Assessor's Parcel Number 157-020-020-000)
    - C. RESOLUTION: APPROVING CONSIDERATION OF RATIFICATION OF A LABOR AGREEMENT WITH EMPLOYEE ORGANIZATION: AMALGAMATED TRANSIT UNION, LOCAL 256
  - 14. ADJOURNMENT

**NOTE: THE NEXT REGULARLY SCHEDULED BOARD MEETING WILL BE ON FRIDAY, AUGUST 18, 2023, AT 10:00 A.M.**

DATE POSTED: JUNE 9, 2023





**LEAD STAFF:       ALEX CLIFFORD, CEO**

**REPORT:           CHIEF EXECUTIVE OFFICER UPDATE**

**MEETINGS SINCE MAY 19, 2023**

RTD participated in meetings of the following committees and organizations:

- **California Association for Coordinated Transportation (CALACT) Conference Redesign Meeting:** CEO Alex Clifford
- **CALACT Legislative Committee Meeting:** CEO Alex Clifford
- **California Transit Association (CTA) PEPRAs and 13(c) Task Force Meeting:** CEO Alex Clifford
- **CTA State Legislative Committee:** CEO Alex Clifford
- **CTA Zero-Emission Vehicle Task Force Meeting:** CEO Alex Clifford
- **Center for Transportation and the Environment Zero Emission Bus Resource Alliance Full Membership Web Meeting:** CEO Alex Clifford
- **Federal Legislative Bi-weekly Meetings with Chris Giglio of Capital Edge Advocacy Inc.:** CEO Alex Clifford
- **Meeting with Council Member Dan Wright:** CEO Alex Clifford
- **RTD Quarterly Retirement Board Meeting:** CEO Alex Clifford, Board Member Michael Restuccia, Board Member Gary Giovanetti
- **San Joaquin Council of Governments (SJCOG) Board Meeting:** Board Member Gary Giovanetti and Government Affairs Director Ken Baxter
- **SJCOG Social Services Transportation Advisory Committee Meeting:** Government Affairs Director Ken Baxter
- **SJCOG Technical Advisory Committee Meeting:** Government Affairs Director Ken Baxter, Grants Manager Eric Williams
- **San Joaquin Regional Rail Commission Board Meeting:** Government Affairs Director Ken Baxter
- **State Legislative Bi-weekly Meetings with Michael Pimentel and Alchemy Graham of Shaw Yoder Antwih Schmelzer & Lange:** CEO Alex Clifford



**LEAD STAFF:        MAXIMILIAN CAO, SUPERVISOR OF MARKETING AND  
CUSTOMER ENGAGEMENT**

**REPORT:            MARKETING UPDATE**

**Children and Youth Day at Pixie Woods**

On Saturday, June 3, 2023, RTD participated in Children and Youth Day at Pixie Woods. This day was filled with activities and fun for kids of all ages. From rides on the classic carousel to a day of face painting, balloon animals, and carnival games, there was something for everyone. RTD staff and volunteers were on hand to provide information and answer questions about how public transit can help parents and families get around. Artie D. made a special appearance and joined in the festivities and posed for photos with the kids.

**4<sup>th</sup> of July Parade and Festival**

RTD will proudly join the Downtown Stockton Fourth of July parade. The parade will span three square blocks starting at Weber Point and finishing up at Martin Luther King Jr. Plaza.



**LEAD STAFF:** **RAVI SHARMA, FINANCE MANAGER**

**REPORT:** **FINANCIAL UPDATE**

**I. SUMMARY**

- A brief analysis of San Joaquin RTD's financial status is prepared monthly to inform the Board of Directors regarding RTD's actual revenues and expenses in relation to the adopted operating budget for the fiscal year.
- Cash inflows, outflows, and projection are also included.

**II. DISCUSSION/BACKGROUND**

Attached is the Operating Revenue and Expense summary report for fiscal year to date ending May 31, 2023. The fiscal year (FY) has elapsed 92%.

Revenues

Passenger fare revenues are higher than the budget level due to higher bus pass sales and cash fares as a result of the increase in ridership. Non-Transportation revenues are higher due to higher interest income as a result of higher county treasury funds balance. The Federal 5307 grant revenue is higher than the budget due to higher preventive maintenance reimbursable expenses. Overall total revenues are higher than the revenue budget level.

Expenses

The total expenses compared to the budget level are lower mainly due to lower labor and fringe expenses as a result of vacant positions, which resulted in lower retirement plan expenses and medical premium expenses. Expenses are lower also due to less spending on materials & supplies, utilities, insurance, and miscellaneous expenses so far through the fiscal year.

Cash Basis and Projection

The fiscal year to date cash basis has a positive result mainly due to receiving local transportation operating funds, state transit assistance capital funds, and prior years federal 5307 funds.

The 12-months cash flow projection includes capital and operating cash inflows and outflows.

**III. STRATEGIC PLAN PRIORITIES ALIGNMENT**

This report aligns with the Board's Strategic Priorities 3 and 4.

Strategic Priorities:

1. Employees
2. Customers
3. Financial Health
4. Operations Excellence
5. Community Relations
6. Innovation

**IV. FINANCIAL CONSIDERATIONS/IMPACT**

Favorable budget variances in Operating Revenue and Expenses contribute to favorable budget variance in Operating Balance, to date as of May 31, 2023.

**V. CHANGES FROM COMMITTEE**

N/A

**VI. ALTERNATIVES CONSIDERED**

There are no alternatives to consider as this is a Monthly Financial Report.

**VII. ATTACHMENTS**


**Attachment A:** Fiscal year to date monthly financial report for the period ending May 31, 2023.

**Attachment B:** Cash flow projections.

Prepared by: Ravi Sharma, Finance Manager

**VIII. APPROVALS**

Financial Impact Approved:  
Robert Kyle, CFO

  
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Alex Clifford, CEO

  
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Attachment A  
Cover Page

**San Joaquin RTD**  
**FY2023 Revenue & Expense Summary**  
**Year to Date Comparison to Annual Budget**  
**For the Period Ending May 31, 2023**  
**(92% of Fiscal Year)**

|  | Annual Budget        | YTD Budget           | Year to Date<br>Actual<br>(Accrual<br>Basis) | Annual<br>Budget<br>Balance | % of YTD<br>Amount vs.<br>Annual<br>Budget | FYTD Cash Flow<br>(amounts in 000's) |               |
|--|----------------------|----------------------|--|-----------------------------|--|--------------------------------------|---------------|
|  |                      |                      |  |                             |  | OPERATING                            | CAPITAL       |
| <b>REVENUES</b>                                |                      |                      |  |                             |  |                                      |               |
| PASSENGER FARES & SPECIAL FARES                | \$ 2,110,598         | \$ 1,941,750         | \$ 2,057,806                                 | \$ 52,792                   | 97%  | 2,058                                | -             |
| NON-TRANSPORTATION REVENUES                    | 769,252              | 707,712              | 1,419,578                                    | (650,326)                   | 185%                                       | 900                                  | -             |
| FEDERAL GRANTS (5307)                          | 5,696,742            | 5,241,003            | 6,120,663                                    | (423,921)                   | 107%                                       | 7,351                                | -             |
| FEDERAL GRANTS (5311)                          | 550,370              | 506,340              | 455,405                                      | 94,965                      | 83%  | 170                                  | -             |
| PROPERTY TAXES                                 | 1,269,986            | 1,168,387            | 1,164,154                                    | 105,832                     | 92%  | 1,293                                | -             |
| TDA - STA                                      | 175,000              | 161,000              | 159,091                                      | 15,909                      | 91%  | 175                                  | 7,263         |
| TDA - LTF                                      | 30,186,961           | 27,772,004           | 27,181,220                                   | 3,005,741                   | 90%  | 30,280                               | -             |
| LCTOP  | 1,556,856            | 1,432,308            | 1,427,118                                    | 129,738                     | 92%  | 1,557                                | -             |
| Transformative Climate Communities Grant (TCC) | 109,826              | 101,040              | 56,983                                       | 52,843                      | 52%  | 60                                   | -             |
| MEASURE K                                      | 5,706,030            | 5,249,548            | 5,230,024                                    | 476,006                     | 92%  | 6,291                                | -             |
| FEDERAL American Rescue Plan (5311)            | 559,632              | 514,861              | -  | 559,632                     | 0%   | -                                    | -             |
| FEDERAL GRANTS (5310)                          | -                    | -                    | 249,605                                      | -                           | 0%   | 154                                  | -             |
| FEDERAL CARES Act (5311)                       | -                    | -                    | 716,774                                      | -                           | 0%   | 774                                  | -             |
| CAPITAL PROJECTS CASH INFLOW                   | -                    | -                    | -  | -                           | -  | -                                    | 3,194         |
| <b>TOTAL REVENUES</b>                          | <b>\$ 48,691,252</b> | <b>\$ 44,795,952</b> | <b>\$ 46,238,421</b>                         | <b>\$ 2,452,831</b>         | <b>95%</b>                                 | <b>51,062</b>                        | <b>10,458</b> |
| <b>CASH INFLOW OPERATING &amp; CAPITAL</b>     |                      |                      |  |                             |  | <b>51,062</b>                        | <b>10,458</b> |
| <b>TOTAL CASH INFLOW</b>                       |                      |                      |  |                             |  | <b>61,519</b>                        |               |
| <b>EXPENSES</b>                                |                      |                      |  |                             |  |                                      |               |
| WAGES AND FRINGE BENEFITS                      | 33,254,132           | 30,593,802           | 25,214,152                                   | 8,039,980                   | 76%  | 24,913                               | -             |
| SERVICES                                       | 4,222,065            | 3,884,300            | 4,610,917                                    | (388,852)                   | 109%                                       | 4,009                                | -             |
| MATERIALS & SUPPLIES                           | 3,978,210            | 3,659,953            | 3,210,703                                    | 767,507                     | 81%  | 4,238                                | -             |
| UTILITIES                                      | 1,194,462            | 1,098,905            | 986,775                                      | 207,687                     | 83%  | 1,059                                | -             |
| INSURANCE                                      | 2,189,381            | 2,014,230            | 1,805,534                                    | 383,847                     | 82%  | 688                                  | -             |
| TAXES  | 337,278              | 310,296              | 259,183                                      | 78,096                      | 77%  | 165                                  | -             |
| PURCHASED TRANSPORTATION                       | 2,163,120            | 1,990,070            | 2,086,351                                    | 76,769                      | 96%  | 2,088                                | -             |
| MISCELLANEOUS EXPENSES                         | 1,352,605            | 1,244,397            | 779,571                                      | 573,034                     | 58%  | 684                                  | -             |
| CAPITAL PROJECTS CASH OUTFLOW                  | -                    | -                    | -  | -                           | 0%   | -                                    | 11,183        |
| <b>TOTAL EXPENSES</b>                          | <b>\$ 48,691,252</b> | <b>\$ 44,795,952</b> | <b>\$ 38,953,185</b>                         | <b>\$ 9,738,067</b>         | <b>80%</b>                                 | <b>37,844</b>                        | <b>11,183</b> |
| <b>CASH OUTFLOW OPERATING &amp; CAPITAL</b>    |                      |                      |  |                             |  | <b>37,844</b>                        | <b>11,183</b> |
| <b>TOTAL CASH OUTFLOW</b>                      |                      |                      |  |                             |  | <b>49,026</b>                        |               |
| <b>Net Revenue (Deficit)</b>                   | <b>-</b>             | <b>-</b>             | <b>7,285,236</b>                             |                             |  | <b>12,493</b>                        |               |
| <i>Less Stimulus Grants</i>                    |                      |                      | <i>(716,774)</i>                             |                             |  | <i>-774</i>                          |               |
| <i>Adjusted Net Revenue (Deficit)</i>          |                      |                      | <i>6,568,462</i>                             |                             |  | <i>11,720</i>                        |               |



Attachment B  
Cover Page

**San Joaquin RTD**  
**Twelve Months Cash Flow Projection (amounts in 000's)**

|   | <u>May-23</u>   | <u>Jun-23</u>   | <u>Jul-23</u>   | <u>Aug-23</u>   | <u>Sep-23</u>   | <u>Oct-23</u>   | <u>Nov-23</u>   | <u>Dec-23</u>   | <u>Jan-24</u>   | <u>Feb-24</u>   | <u>Mar-24</u>   | <u>Apr-24</u>   |
|---|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| <b>Beginning Cash Balance</b>                 | <b>\$61,198</b> | <b>\$58,201</b> | <b>\$64,974</b> | <b>\$64,033</b> | <b>\$64,336</b> | <b>\$64,004</b> | <b>\$64,297</b> | <b>\$63,111</b> | <b>\$63,404</b> | <b>\$60,772</b> | <b>\$58,140</b> | <b>\$55,508</b> |
| <b>Add: Projected Cash Inflow</b>             | <b>7,858</b>    | <b>10,583</b>   | <b>2,849</b>    | <b>4,092</b>    | <b>3,458</b>    | <b>4,083</b>    | <b>2,658</b>    | <b>4,083</b>    | <b>1,158</b>    | <b>1,158</b>    | <b>1,158</b>    | <b>1,158</b>    |
| <b>Less: Projected Cash Outflow</b>           | <b>-10,856</b>  | <b>-3,810</b>   | <b>-3,790</b>   | <b>-3,790</b>   | <b>-3,790</b>   | <b>-3,790</b>   | <b>-3,843</b>   | <b>-3,790</b>   | <b>-3,790</b>   | <b>-3,790</b>   | <b>-3,790</b>   | <b>-3,790</b>   |
| <b>Projected Month-end Cash Balance</b>       | <b>\$58,201</b> | <b>\$64,974</b> | <b>\$64,033</b> | <b>\$64,336</b> | <b>\$64,004</b> | <b>\$64,297</b> | <b>\$63,111</b> | <b>\$63,404</b> | <b>\$60,772</b> | <b>\$58,140</b> | <b>\$55,508</b> | <b>\$52,876</b> |
| <b>OPERATING CASH INFLOWS:</b>                |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |
| Fare Revenue                                  | 178             | 145             | 145             | 145             | 145             | 145             | 145             | 145             | 145             | 145             | 145             | 145             |
| Advertising, Rental, Interest & Other Income  | 16              | 13              | 13              | 13              | 13              | 13              | 13              | 13              | 13              | 13              | 13              | 13              |
| Federal 5307                                  |                 | 159             |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |
| Federal 5311                                  |                 |                 | 180             |                 |                 |                 |                 |                 |                 |                 |                 |                 |
| TDA-LTF                                       | 3,700           | 2,500           | 2,500           | 2,500           | 2,500           | 2,500           | 2,500           | 2,500           | 1,000           | 1,000           | 1,000           | 1,000           |
| Federal 5310                                  |                 | 76              |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |
| Measure K Operating                           | 1,426           |                 |                 | 1,425           |                 | 1,425           |                 | 1,425           |                 |                 |                 |                 |
| <b>Projected Operating Cash Inflow</b>        | <b>5,320</b>    | <b>2,892</b>    | <b>2,838</b>    | <b>4,083</b>    | <b>2,658</b>    | <b>4,083</b>    | <b>2,658</b>    | <b>4,083</b>    | <b>1,158</b>    | <b>1,158</b>    | <b>1,158</b>    | <b>1,158</b>    |
| <b>OPERATING CASH OUTFLOWS:</b>               |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |
| Payroll and Payroll Related Expenses          | 1,903           | 2,400           | 2,400           | 2,400           | 2,400           | 2,400           | 2,400           | 2,400           | 2,400           | 2,400           | 2,400           | 2,400           |
| Accounts Payable Check-runs                   | 1,020           | 1,200           | 1,200           | 1,200           | 1,200           | 1,200           | 1,200           | 1,200           | 1,200           | 1,200           | 1,200           | 1,200           |
| Purchased Transportation Invoices             | 193             | 190             | 190             | 190             | 190             | 190             | 190             | 190             | 190             | 190             | 190             | 190             |
| Measure K loan Interest to SJCOG              | 72              |                 |                 |                 |                 |                 | 53              |                 |                 |                 |                 |                 |
| <b>Projected Operating Cash Outflow</b>       | <b>3,188</b>    | <b>3,790</b>    | <b>3,790</b>    | <b>3,790</b>    | <b>3,790</b>    | <b>3,790</b>    | <b>3,843</b>    | <b>3,790</b>    | <b>3,790</b>    | <b>3,790</b>    | <b>3,790</b>    | <b>3,790</b>    |
| <b>Net Operating Cash Flow</b>                | <b>2,132</b>    | <b>-898</b>     | <b>-952</b>     | <b>293</b>      | <b>-1,132</b>   | <b>293</b>      | <b>-1,185</b>   | <b>293</b>      | <b>-2,632</b>   | <b>-2,632</b>   | <b>-2,632</b>   | <b>-2,632</b>   |
| <b>CAPITAL CASH INFLOWS:</b>                  |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |
| TDA-STTA Capital                              | 2,500           |                 |                 |                 | 800             |                 |                 |                 |                 |                 |                 |                 |
| Federal 5307                                  |                 | 12              |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |
| Federal CMAQ Solar Project                    |                 | 77              |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |
| Battery Energy Storage System (BESS)          |                 |                 | 11              |                 |                 |                 |                 |                 |                 |                 |                 |                 |
| Federal CMAQ Gillig Electric Buses            |                 | 7,572           |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |
| STEP Grant                                    |                 |                 |                 | 9               |                 |                 |                 |                 |                 |                 |                 |                 |
| Federal 5339                                  |                 | 29              |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |
| 5312/SJCOG/StanislausCOG IMI Mobility project | 39              |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |
| <b>Projected Capital Cash Inflow</b>          | <b>2,539</b>    | <b>7,691</b>    | <b>11</b>       | <b>9</b>        | <b>800</b>      | <b>0</b>        | <b>0</b>        | <b>0</b>        | <b>0</b>        | <b>0</b>        | <b>0</b>        | <b>0</b>        |
| <b>CAPITAL CASH OUTFLOWS:</b>                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |
| Bus Shelter Solar Lights                      | 15              |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |
| Gillig Electric Buses                         | 7,572           |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |
| Solar Project                                 | 80              | 20              |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |
| <b>Projected Capital Cash Outflow</b>         | <b>7,668</b>    | <b>20</b>       | <b>0</b>        | <b>0</b>        | <b>0</b>        | <b>0</b>        | <b>0</b>        | <b>0</b>        | <b>0</b>        | <b>0</b>        | <b>0</b>        | <b>0</b>        |
| <b>Net Capital Cash Flow</b>                  | <b>-5,130</b>   | <b>7,671</b>    | <b>11</b>       | <b>9</b>        | <b>800</b>      | <b>0</b>        | <b>0</b>        | <b>0</b>        | <b>0</b>        | <b>0</b>        | <b>0</b>        | <b>0</b>        |
| <b>Funds Kept at:</b>                         |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |
| <b>Bank of Stockton</b>                       | <b>1,249</b>    |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |
| <b>County Treasury</b>                        | <b>56,951</b>   |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |
| <b>Total</b>                                  | <b>58,201</b>   |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |





**LEAD STAFF:**       **CHRIS GIGLIO, CAPITAL EDGE ADVOCACY, INC.**

**REPORT:**           **FEDERAL LEGISLATIVE UPDATE**

## **FEDERAL DEBT LIMIT AGREEMENT**

**June 3, 2023:** President Biden signed into law legislation that increases the federal debt limit through January 2025. The measure also includes a series of provisions designed to provide some deficit reduction, including some unobligated pandemic relief funding. The House and Senate approved the measure on June 1.

While the measure includes rescissions of approximately \$28 billion in previously enacted emergency spending designed to address the COVID-19 pandemic, it does **not** include any rescissions of federal public transportation assistance provided in the three major pandemic relief bills (CARES, CRSSA, ARPA).

Federal transportation spending could be impacted by provisions in the agreement that place caps on overall non-defense discretionary spending over the next two years. If the budget caps in place for FY 2024 in the bill are applied across-the-board by Congress, it could mean 5-6% reductions from FY 2023 levels.

However, previous agreements in Congress to cap spending have not traditionally impacted federal transit formula funding levels enacted in multi-year authorization bills, but the tight budget caps could have an impact on DOT programs funded outside the Highway Trust Fund, such as Amtrak, New Starts and possibly the "plus-ups" over authorized levels that competitive bus programs have received by Congress in recent years.

Funding for specific programs at DOT and FTA for FY 2024 be decided by the congressional Appropriations Committees this summer.

***Impact on RTD: The discretionary budget caps that the debt limit bill imposes for FY 2024 and FY 2025 will have an impact on the Department of Transportation budget. Exactly how will be determined this summer as Congress considers the FY 2024 budget.***

## **FEDERAL GRANT OPPORTUNITIES, AWARDS & NOTICES**

**June 2, 2023:** DOT is seeking public input to aid in updating its National Travel and Tourism Infrastructure Strategic Plan. Comments are due July 17:  
<https://bit.ly/3oDufSW>

**May 31, 2023:** The Federal Transit Administration is seeking public comments on a proposed update to the National Public Transportation Safety Plan. Comments are due July 31: <https://bit.ly/3qiHGbe>

**May 24, 2023:** The Federal Transit Administration (FTA) held a Transit Advisory Committee for Safety meeting on June 7-8: <https://bit.ly/3MuohC0>

**Impact on RTD:** *Information purposes only.*



**LEAD STAFF:**       **MICHAEL PIMENTEL, EXECUTIVE DIRECTOR**  
                          **SHAW YODER ANTWH SCHMELZER & LANGE**  
                          **ALCHEMY GRAHAM, LEGISLATIVE & REGULATORY**  
                          **ADVOCATE**  
                          **JOSHUA W. SHAW, PARTNER**

**REPORT:**           **STATE LEGISLATIVE UPDATE**

***Legislative Update***

The Legislature's fiscal committees had until May 19 to hear and report bills with a fiscal impact to the state to their respective floors. June 2 is the House of Origin deadlines, meaning bills introduced in one house must cross over to the other house or become two-year bills. Under the California Constitution, the Legislature has until June 15 to pass a budget. The Legislature will begin summer recess on July 14 and will reconvene on August 14. As we have previously reported, the Legislative Calendar, which sets the deadlines for the year and can be viewed [here](#).

In this report, we provide updates on the Governor's proposals to expedite infrastructure projects, the Legislature's actions on a transportation funding package, the statewide efforts on transit operations funding, existing funding opportunities for zero-emission buses and infrastructure, and legislation impacting RTD.

**Potential Impact to RTD:** N/A – General Update

***Governor Newsom Releases Proposals to Expedite Infrastructure Projects***

As he signaled in his May Reprise, on May 19, Governor Newsom announced a [package of budget trailer bills](#) and executive actions to help expedite infrastructure projects in California and leverage additional federal funding from the Infrastructure Investment and Jobs Act (IIJA). The proposals from the Governor include CEQA judicial streamlining for transportation projects, NEPA delegation authority for state and local projects, truncating the administrative record process for CEQA litigation, and expanding progressive design-build authority for Caltrans projects, amongst several others.

The language is now available on the Department of Finance [website](#) under the Infrastructure Package header. Each proposal has an accompanying fact sheet. The proposed trailer bills must be negotiated with the Legislature in the weeks ahead to be included in the final budget package. Because these are proposed as trailer bills, they can be passed anytime this summer before the Legislature adjourns in mid-September, and once signed by the Governor, become law immediately.

### ***Legislature Acts on Transit Funding Package, Takes No Action on Operations Funding***

In late May, Senate Budget Subcommittee 2, as well as the full Assembly Budget Committee, voted to reject the Governor's proposed \$2 billion cut to the Transit and Intercity Rail Capital Program and allow regional agencies to "flex" a to-be-determined portion of that funding for operating assistance. The Legislature also voted to develop accountability measures for transit operators in order to access operations funding and to fold AB 761 (Friedman) into the trailer bill process. The Legislature will maintain Transportation Development Act relief from farebox & operating cost per hour penalties, maintain operating flexibility in the SB 1 state of good repair program, and provide additional flexibility withing the Low-Carbon Transportation Program. The Legislature is also proposing additional funding for zero-emission transit vehicles. At this stage, the Legislature is not proposing any new funding for transit operations, but we understand that conversations are still ongoing between Legislative leadership on how to address transit agencies' operating needs. There are some minor differences between the Senate and Assembly actions, and we expect those to be resolved in the week as the Legislature act on a state budget by June 15.

### ***Statewide Effort on Transit Operations Funding***

As we previously reported to you, on April 25, the California Transit Association released its [letter](#) outlining the Association's transit operations funding request and its commitment to reform and ridership growth. The letter was followed by an [addendum](#), released on May 18 (after our last report to you), which presented for the Legislature's consideration a robust accountability and reform framework for governing access to, and use of, any new transit operations funding the state provides. This framework was developed by the Association's Transit Operations Funding Subcommittee at the request of the Legislature.

Following action by the Legislature on a transportation funding package that does not include any new funding for transit operations (as noted above), the Association has redoubled its efforts to secure transit operations funding. As part of this effort, the Association and its members have been working with the Legislature and the Administration to identify funding sources that could be used to meet transit agencies' operations funding needs, renewed the industry's commitment to accountability and reform, and has organized a coalition to support a final push for transit operations funding. That coalition was made public in a [letter](#) sent to the Newsom Administration and Legislature on June 2, which featured sign-on from 65 transportation, labor, business, environmental, housing and public health organizations.

**Potential Impact to RTD:** This statewide effort has the potential to deliver new operations funding to RTD to address near-term operations funding shortfalls and to advance strategies that help build transit ridership.

### ***Grants for Zero-Emission Buses and Infrastructure***

As a standing feature, we provide the following breakdown of funding opportunities for zero-emission buses and charging/refueling infrastructure.

#### **Vehicles:**

***Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project – Transit Set-Aside (\$70 million in FY 2021-22)*** – The Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) provides point-of-sale discount vouchers to fleet owners to reduce the purchase cost of zero- and near-zero emission trucks and buses operated in California on a first-come/first-served basis. HVIP is funded through the state’s Greenhouse Gas Reduction Fund and State General Fund.

**Current Guidelines:** Found [here](#)

**Status:** [Funding cycle for FY 2021-22 remains open](#); funding cycle for FY 2022-23 is now available

#### **Vehicles and Infrastructure:**

***Volkswagen Environmental Mitigation Trust (\$130 million total)***- The Volkswagen (VW) Mitigation Trust provides \$130 million in incentives to transit agencies, shuttle bus companies and school districts for the purchase of zero-emission buses and the installation of charging and/or refueling infrastructure on a first-come/first-served basis. The VW Environmental Mitigation Trust is a one-time funding opportunity resulting from a consent decree between the United States Environmental Protection Agency, ARB and VW. Funding from the Trust will be released to transit agencies, shuttle bus companies and school districts in two \$65 million tranches. The second tranche of \$65 million was released in November 2022. **We encourage you to review CARB’s [April 24 memo](#), which clarifies that VW Mitigation Trust Funds can be stacked with HVIP funding to address a greater portion of the incremental cost of ZEB technologies.**

**Current Guidelines:** See Beneficiary Mitigation Plan found [here](#) and certifications found [here](#)

**Status:** [Funding cycle open](#)

**Potential Impact to RTD:** The funding opportunities outlined above support RTD’s transition to zero- emission buses, including the buildout of charging/refueling infrastructure.

#### **Infrastructure:**

***Energy Infrastructure Incentives for Zero-Emission Commercial Vehicles Project (\$50 million in FY 2021- 22)*** – The Energy Infrastructure Incentives for Zero-Emission Commercial Vehicles Project is intended to accelerate the deployment of infrastructure needed to fuel zero-emission trucks, buses, and equipment. The project will use a concierge-like model working directly with eligible applicants to help plan and fund the purchase of charging and hydrogen fueling infrastructure.

**Current Guidelines:** Found [here](#)

**Status:** [Initial funding cycle for FY 2022-23 opened on February 17; next funding cycle for FY 2022-23 will open on April 27](#)

***Bills of Interest***

**AB 96 (Kalra) Public Employment: Local Public Transit Agencies: Autonomous Transit Vehicle Technology.**

This bill would require a public transit employer, at least 10 months before beginning a procurement process to acquire or deploy any autonomous transit vehicle technology for public transit services that would eliminate job functions or jobs of a workforce, to provide written notice to the exclusive employee representative of the workforce affected by the autonomous transit vehicle technology of its determination to begin that procurement process. The bill would require the public transit employer and exclusive employee representative, upon written request by the exclusive employee representative, to commence collective bargaining within a specified time period on certain subjects, including creating plans to train and prepare the affected workforce to fill new positions created by the autonomous transit vehicle technology. **This summary has been updated to reflect amendments taken to the bill on May 1, 2023.**

**Potential Impact to RTD:** This legislation could slow the deployment of AV technologies by RTD, and create new complications in collective bargaining.

**AB 463 (Hart) Electricity: Prioritization of Service: Public Transit Vehicles. (SUPPORT)**

This bill would provide transit agencies with priority access to electricity when facing grid disruptions caused by natural or man-made disasters, rolling blackouts, utility company "Public Safety Power Shutoffs" (PSPS), and increasing demand on California's electrical grid. **This bill was held in the Assembly Appropriations Committee.**

**Potential Impact to RTD:** This legislation could help establish further reliability in RTD's deployment of zero-emission buses.

**AB 610 (Holden) Youth Transit Pass Pilot Program: Free Youth Transit Passes.**

This bill would create the Youth Transit Pass Pilot Program for the purposes of awarding grants to transit agencies for the costs of creating, designing, developing, advertising, distributing, and implementing free youth transit passes to persons attending certain educational institutions, providing free transit service to holders of those passes, and administering and participating in the program. The bill would authorize a transit agency to submit a grant application in partnership with one or more educational institutions and would also authorize grant funds to be used to maintain, subsidize, or expand an existing fare free program.

**Potential Impact to RTD:** This legislation could undermine RTD's existing fare free programs by challenging the financial agreements reached between RTD and local educational institutions.

**AB 761 (Friedman) Transit Transformation Task Force.**

This bill would require the Secretary of the California State Transportation Agency, on or before July 1, 2024, to establish and convene the Transit Transformation Task Force to include representatives from the department, the Controller's office, various local agencies, academic institutions, nongovernmental organizations, and other stakeholders. The bill would require the task force to develop a structured, coordinated process for early engagement of all parties to develop policies to grow transit ridership and improve the transit experience for all users of those services. The bill would require the secretary, in consultation with the task force, to prepare and submit a report of findings based on the task force's efforts to the appropriate policy and fiscal committees of the Legislature on or before January 1, 2025. **This bill will be included in a budget trailer bill.**

**Potential Impact to RTD:** This legislation could provide RTD with an opportunity to discuss barriers to delivering improvements to transit operations and could create a path to influencing reforms to the Transportation Development Act. This legislation could also create new requirements for transit agencies that could be problematic for RTD.

**ACA 1 (Aguiar-Curry) Local Government Financing: Affordable Housing and Public Infrastructure: Voter Approval.**

This constitutional amendment would lower the necessary voter threshold from a two-thirds supermajority to 55 percent to approve local general obligation bonds and special taxes for affordable housing and public infrastructure projects.

**Potential Impact to RTD:** This constitutional amendment could support RTD in pursuing a future self-help measure.



**LEAD STAFF: ALEX CLIFFORD, CEO**

**I. RECOMMENDED ACTION**

Approve meeting minutes from May 19, 2023, Regular Board of Directors Meeting.

**II. SUMMARY**

- Staff is providing the meeting minutes of the May 19, 2023, Regular Board of Directors meeting.
- Meeting minutes are recorded after each meeting and will be provided for approval at the following regularly scheduled meeting.

**III. DISCUSSION/BACKGROUND**

Meeting minutes are prepared by staff and serve as an official public record of actions taken by the Board of Directors. Once approved, minutes are filed and will remain in RTD's archives to document the Board's adherence to RTD's Rules of Procedure. Minutes will be made available to any member of the public upon request.

**IV. STRATEGIC PLAN PRIORITIES ALIGNMENT**

This recommendation aligns with the Board's Strategic Priority 4.  
Strategic Priorities:

1. Employees
2. Customers
3. Financial Health
4. Operations Excellence
5. Community Relations
6. Innovation

**V. FINANCIAL CONSIDERATIONS/IMPACT**

None.

**VI. CHANGES FROM COMMITTEE**

N/A

**VII. ALTERNATIVES CONSIDERED**

None.



**VIII. ATTACHMENTS**

**Attachment A:** Draft minutes of the RTD Board of Directors Regular Meeting of May 19, 2023

**Attachment B:** Resolution for the Regular Meeting Minutes of May 19, 2023

Prepared by: Erica Smith, Executive and Board Support Specialist

**IX. APPROVALS**

Alex Clifford, CEO





Attachment A  
Cover Page

MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS  
OF THE SAN JOAQUIN REGIONAL TRANSIT DISTRICT  
FRIDAY, MAY 19, 2023

The San Joaquin Regional Transit District (RTD) Board of Directors held a Regular Meeting at 10:00 a.m. on Friday, May 19, 2023, in the Boardroom of RTD's Downtown Transit Center, 421 East Weber Avenue, Stockton, California.

1. CALL MEETING TO ORDER Vice Chair Les Fong called the meeting to order at 10:01 a.m.
2. MOMENT OF SILENCE/REFLECTION Vice Chair Les Fong called for a moment of silence and reflection.
3. SAFETY ANNOUNCEMENT Safety and Security Administrator Katlyn Kraft made a Safety Announcement.
4. PLEDGE OF ALLEGIANCE TO THE FLAG Director Stephan Castellanos led the pledge.
5. ROLL CALL Present: Les Fong, Vice Chair  
Michael Restuccia, Director  
Balwinder Singh, Director, left at 11:40 a.m.  
Stephan Castellanos, Director  
  
Alex Clifford, CEO  
Nicole Witt, RTD Legal Counsel  
  
Absent: Gary Giovanetti, Chair
6. PUBLIC COMMENTS  
No public comments were received.
7. SPECIAL PRESENTATIONS
  - A. RECOGNITION OF EMPLOYEES OF THE QUARTER  
Elizabeth Fernandez and Kong Her were recognized as the Administration Employees of the Quarter.
  - B. RECOGNITION OF EMPLOYEES' YEARS OF SERVICE  
Brad Menil was recognized for his 30 years of service with RTD.  
John Coose, Gurinder Kaur, and John Albert Fields were recognized for their five years of service with RTD.

8. REPORTS

A. CHIEF EXECUTIVE OFFICER UPDATE

CEO Alex Clifford provided an oral update regarding the following topics:

- COVID-19 Updates will not be provided regularly since cases have decreased
- Bus Operator Recruitments
- 9 Gillig buses accepted after steering assists were installed
- Farebox installation will require Bus Operator Barriers modifications
- Emergency Public Works Project repairing damage to the lobby
- IT Server Failure Update
- FY24 Budget completed
- Masabi Contactless Payments
- Van Go! Evaluation
- Route 120 to Tracy Defense Logistics Agency
- Second Chance Program

B. MARKETING UPDATE

Supervisor of Marketing and Customer Engagement Maximilian Cao provided an update on recent events.

C. FINANCIAL UPDATE

Finance Manager Ravi Sharma presented the April Revenue and Expense Summary and the Cash Flow Projection.

9. INFORMATION ITEMS

Reports provided for information only:

A. FEDERAL LEGISLATIVE UPDATE

B. STATE LEGISLATIVE UPDATE

10. CONSENT CALENDAR

A. RESOLUTION NO. 7021: APPROVING THE MINUTES OF THE APRIL 21, 2023, REGULAR BOARD OF DIRECTORS MEETING

ACTION: MOTION: Michael Restuccia SECOND: Balwinder Singh  
Roll Call:

AYES: Restuccia, Fong, Singh, Castellanos

ABSENT: Giovanetti NAYES: ABSTAIN:

B. RESOLUTION NO. 7022: AUTHORIZING THE CEO TO FILE AND EXECUTE THE FY 2022 - 2023 LOW CARBON TRANSIT OPERATIONS PROGRAM APPLICATION FOR THE BUS RAPID TRANSIT EXPANSION – MIDTOWN CORRIDOR PROJECT

ACTION: MOTION: Michael Restuccia SECOND: Balwinder Singh  
Roll Call:  
AYES: Restuccia, Fong, Singh, Castellanos  
ABSENT: Giovanetti NAYES: ABSTAIN:

C. ACCEPT AND FILE: SAN JOAQUIN REGIONAL TRANSIT DISTRICT'S (RTD)  
PARATRANSIT OPERATIONS STATUS QUARTERLY REPORT

ACTION: MOTION: Michael Restuccia SECOND: Balwinder Singh  
Roll Call:  
AYES: Restuccia, Fong, Singh, Castellanos  
ABSENT: Giovanetti NAYES: ABSTAIN:

D. ACCEPT AND FILE: CHECK REGISTER FOR THE MONTH OF APRIL 2023

ACTION: MOTION: Michael Restuccia SECOND: Balwinder Singh  
Roll Call:  
AYES: Restuccia, Fong, Singh, Castellanos  
ABSENT: Giovanetti NAYES: ABSTAIN:

E. ACCEPT AND FILE: FISCAL YEAR-TO-DATE FINANCE METRICS REPORT FOR  
THE MONTH OF APRIL 2023

ACTION: MOTION: Michael Restuccia SECOND: Balwinder Singh  
Roll Call:  
AYES: Restuccia, Fong, Singh, Castellanos  
ABSENT: Giovanetti NAYES: ABSTAIN:

11. ACTION ITEM

A. RESOLUTION NO. 7023: APPROVING AND ADOPTING REVISED SALARY  
STRUCTURE AND DELEGATION OF AUTHORITY TO THE CEO TO APPROVE  
JOB DESCRIPTIONS AND MODIFY POSITION TITLES

ACTION: MOTION: Stephan Castellanos SECOND: Balwinder Singh  
Roll Call:  
AYES: Restuccia, Fong, Singh, Castellanos  
ABSENT: Giovanetti NAYES: ABSTAIN:

12. DISCUSSION ITEM

A. FY 2024 PRELIMINARY BUDGET AND STRATEGIC PLAN

13. QUESTIONS AND COMMENTS FROM DIRECTORS AND STAFF

Vice Chair Fong shared about his recent attendance at the SJCOG One Voice  
Conference.

14. CLOSED SESSION

Vice Chair Fong announced that the Board would recess into Closed Session at 11:44 a.m. to consider the following items set forth on the agenda:

A. CONFERENCE WITH LABOR NEGOTIATOR

Agency Negotiators: CEO and Pat Glenn (Legal Counsel)

Employee Organization: Amalgamated Transit Union, Local 256

The Board of Directors returned from Closed Session at 11:59 a.m. RTD Legal Counsel, Nicole Witt, reported that no reportable action was taken during the Closed Session.

15. ADJOURNMENT

Vice Chair Fong adjourned the meeting at 12:00 p.m.



Attachment B  
Cover Page

RESOLUTION NO. \_\_\_\_\_  
DATED: JUNE 16, 2023

RESOLUTION APPROVING THE MINUTES OF THE MAY 19, 2023  
REGULAR BOARD OF DIRECTORS MEETING

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the RTD Board of Directors that the minutes of the Regular Meeting of May 19, 2023, be approved.





**LEAD STAFF:**      **ALEX CLIFFORD, CEO**

**I.      RECOMMENDED ACTION:**

Cancellation of the July 21, 2023, Regular Board of Directors meeting.

**II.     SUMMARY:**

- Staff does not anticipate that there will be any business for the Board to consider by July 21, 2023.
- Staff proposes that the Regular Board of Directors Meeting scheduled on Friday, July 21, 2023, be canceled.

**III.   DISCUSSION/BACKGROUND**

The 2023 Regular Board of Directors Meeting Schedule included a Board Meeting date of Friday, July 21, 2023, as a part of Resolution 6090 dated December 12, 2022. Staff does not anticipate that there will be any business for the Board to consider by July 21, 2023. Staff proposes that the Regular Board of Directors Meeting scheduled on Friday, July 21, 2023, be canceled.

**IV.    STRATEGIC PLAN PRIORITIES ALIGNMENT**

This recommendation aligns with the Board's Strategic Priority 4.

Strategic Priorities:

1. Employees
2. Customers
3. Financial Health
4. Operations Excellence
5. Community Relations
6. Innovation

**V.     FINANCIAL CONSIDERATIONS/IMPACT**

None.

**VI.    CHANGES FROM COMMITTEE**

N/A

**VII.   ALTERNATIVES CONSIDERED**

None.

**VIII. ATTACHMENTS**

**Attachment A:**      Resolution

Prepared by: Erica Smith, Executive and Board Support Specialist

**IX. APPROVALS**

Alex Clifford, CEO





Attachment A  
Cover Page

RESOLUTION NO. \_\_\_\_\_  
DATED: JUNE 16, 2023

RESOLUTION APPROVING CANCELLATION OF THE  
REGULAR BOARD MEETING ON JULY 21, 2023

WHEREAS, San Joaquin Regional Transit District (RTD) staff does not anticipate that there will be any business for the Board to consider by July 21, 2023.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the San Joaquin RTD Board of Directors that the cancellation of the Regular Board of Directors Meeting scheduled on July 21, 2023, be, and hereby is, approved.



**LEAD STAFF: ALEX CLIFFORD, CEO**

**I. RECOMMENDED ACTION:**

To adopt San Joaquin Regional Transit District's (RTD) Fiscal Year 2024 Strategic Plan.

**II. SUMMARY**

- RTD's Strategic Plan is reviewed and updated annually to ensure its initiatives and current and align with its goals.
- Updates to the plan were developed through a collaboration of RTD employees representing all departments across the agency.
- The FY 2024 Strategic Plan is attached for board consideration and adoption.

**III. DISCUSSION/BACKGROUND**

Forty-five (45) RTD employees representing all departments across the agency met on January 17, 2023 to begin the process of updating RTD's Strategic Plan for the 2024 fiscal year.

This process entails reviewing current goals initiatives and making revisions as needed based on the current business needs in align with RTD's Operating and Capital Budgets.

Currently, staff respectfully requests that the Board review the FY 2024 Strategic plan with consideration for adoption.

**IV. STRATEGIC PLAN PRIORITIES ALIGNMENT**

This recommendation aligns with all Strategic Priorities listed below.

Strategic Priorities:

1. Employees
2. Customers
3. Financial Health
4. Operations Excellence
5. Community Relations
6. Innovation

**V. FINANCIAL CONSIDERATIONS/IMPACT**

None.

**VI. CHANGES FROM COMMITTEE**

N/A

**VII. ALTERNATIVES CONSIDERED**

Do nothing. Without a current strategic plan, staff would not have a clear vision of RTD's goals and initiatives.

**VIII. ATTACHMENTS**

**Attachment A:** FY 2024 Strategic Plan

**Attachment B:** Resolution

Prepared by: Merab Talamantes, Project Controls Manager

**IX. APPROVALS**

Alex Clifford, CEO





Attachment A  
Cover Page



# STRATEGIC PLAN

FY 2024

## San Joaquin Regional Transit District

Our primary mission is to provide a safe, reliable, and efficient transportation system for the region.  
Our vision is to be the transportation service of choice for the residents we serve.



## CORE VALUES

### CUSTOMER SERVICE

We serve our customers well because we are empowered by the strength, contributions, and dedication of our employees. We treat each other, our customers, and our community with respect, integrity, and loyalty.

### SAFETY

We commit to creating a safe and responsible environment for our employees, our customers, and our community.

### POSITIVE WORK ENVIRONMENT

We promote a positive work environment by supporting each other through effective communication, teamwork, and appreciation for our diverse abilities and contributions.

### SUSTAINABILITY

We commit to a sustainable business model that includes environmental and fiscal responsibility, business continuity, and succession planning.

## GOALS & INITIATIVES

### EMPLOYEES

- Empower employees to reach their potential by providing training and resources to develop and grow
- Increase morale with timely, meaningful feedback and involvement in decision-making
- Boost Joint Workforce Investment Program to provide a greater career opportunity
- Prioritize safety with effective communication systems in the workplace
- Enhance wellness program for a healthy work/life balance
- Work to create a pathway from frontline employee to supervision

### CUSTOMERS

- Enhance the customer experience with technologies and service improvements
- Improve customer safety perception
- Ensure that what we do or propose helps to satisfy a customer transit need or improves the customer experience
- Simplify fare payments

### FINANCIAL HEALTH

- Leverage grants, revenue contracts, and partnerships to catapult sustainable ridership growth
- Establish a resilient business model informed by the comprehensive system redesign study, driving long-term financial viability
- Align business decisions with robust key performance indicators, transparency, and a steadfast commitment to fiduciary accountability

### OPERATIONS EXCELLENCE

- Revitalize service offerings while being agile to customer needs and funding availability
- Continuously assess the efficacy of service design to deliver quality transit experiences with RTD's resources
- Create and establish departmental key performance indicators
- Seamless implementation of software solutions in Maintenance and Transportation

### COMMUNITY RELATIONS

- Amplify RTD's value to the community by fostering meaningful public engagement that informs, involves, and empowers individuals to utilize and advocate for public transit
- Enhance and showcase RTD as an exemplary model of safe, clean, reliable, efficient, and cost-effective transportation for the community
- Actively promote RTD services to regional governing boards, chambers of commerce, transit-dependent resource groups and centers, educational institutions, and stakeholders
- Strengthen regional partnerships to mutually support and advocate for innovative programs and services in the region

### INNOVATION

- Increase ridership with the use of modern technology
- Proactively monitor and maintain our fleet to ensure a safe, comfortable, and accessible ride for our operators and passengers
- Increase the use of hybrid and zero-emission buses to improve our energy efficiency and reduce greenhouse gases
- Maintain the Business Continuity Plan to further improve resiliency



| Goals & Initiatives  |   |   |   |  |  |
|--|---|---|---|--|--|
| Employees  | Customers   | Financial Health  | Operations Excellence   | Community Relations  | Innovation   |
| <ul style="list-style-type: none"><li>Empower employees to continually advance reach their careers potential by aligning providing training and resources to improve and develop knowledge, skills, and abilitiesgrow</li><li>Stimulate employee engagementIncrease morale with effective communication that allows employee timely, meaningful feedback and participationinvolvement in decision-making</li><li>Enhance and support the Boost Joint Workforce Investment Program to provide a greater career opportunity</li><li>Continue to promote a Prioritize safety with effective work environment for all RTD employees by developing a system to communication e current safety concerns systems in the workplace</li><li>Encourage employees to maintain a healthy work-life balance by reinvigorating the employee Enhance wellness program for a healthy work/life balance</li><li>Work to create a pathway from frontline employee to supervision</li></ul> | <ul style="list-style-type: none"><li>Meet Enhance the customers' evolving needs by identifying, designing, and implementing the next generation of experience with technologies and services improvements</li><li>StrengthenImprove customer confidence in RTD safety perceptionand technology with clear and consistent communication</li><li>BolsterEnsure that what we do or propose helps to satisfy a customer transit need or improves the customer experienceengagement by promoting effective technology on a variety of online platforms</li><li>Simplify fare payments</li></ul> | <ul style="list-style-type: none"><li>Leverage grants, revenue contracts, and partnerships to increase ridership catapult sustainably ridership growth</li><li>DevelopEstablish a sustainable resilient business model informed by the comprehensive system redesign study, driving long-term financial viability</li><li>Align business decisions with robust key performance indicators, transparency, and a high level of steadfast commitment to fiduciary accountability</li></ul> | <ul style="list-style-type: none"><li>Return to pre-COVID levels ofRevitalize service that are scalable offerings while being agile to funding availability and customer demand needs and funding availability</li><li>EvaluateContinuously assess the efficacyeffectiveness of service design continuously to provide the highest level of deliver quality transit service to the greatest number of people experiences within RTD's resources</li><li>Create and establish departmental key performance indicatorsImprove the integration of county services</li><li>Support a safe community by Seamless implementation of software solutions in alignment with RTD's Agency's Safety PlanMaintenance and Transportation</li></ul> | <ul style="list-style-type: none"><li>MagnifyAmplify RTD's value to the community by promoting fostering meaningful public engagement that informs, involves, and empowers peopleindividuals to useutilize and advocate for public transit</li><li>Enhance and showcase RTD as an exemplary model of safe, clean, reliable, efficient, and cost-effective transportation for the community</li><li>Continue toActively promote RTD services to regional governing boards, chambers of commerce, transit-dependent resource groups and centers, educational institutions, and stakeholders</li><li>Strengthen regional partnerships to mutually support and advocate for new and existinginnovative programs and services in the region</li></ul> | <ul style="list-style-type: none"><li>Utilize and monitor newly implementedIncrease ridership with the use of modern technology to support the agency's business, operational, and safety needs</li><li>Enhance vehicle reliability by using advanced analytics and industry best practicesProactively monitor and maintain our fleet to ensure a safe, comfortable, and accessible ride for our operators and passengers</li><li>Plan and implement Increase the right mixuse of hybrid and zero-emission buses technology and infrastructure to ensure environmental responsibilityimprove our energy efficiency and reduce greenhouse gases</li><li>UpdateMaintain the Business Continuity Plan to further improve resiliency</li></ul> |



Attachment B  
Cover Page

RESOLUTION NO. \_\_\_\_  
DATED: JUNE 16, 2023

RESOLUTION ADOPTING THE FISCAL YEAR 2024 STRATEGIC PLAN

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors  
of the San Joaquin Regional Transit District as follows:

- 1) That the Fiscal Year 2024 Strategic Plan be adopted; and
- 2) That RTD's Chief Executive Officer be and hereby is, authorized and directed  
to carry out the programs as outlined within the plan.



**LEAD STAFF:                      JOHN VAN CAMP, ASSISTANT MAINTENANCE  
SUPERINTENDENT**

**I.        RECOMMENDED ACTION**

Board ratification of the purchase of farebox components for installation and use for the Fiscal Year 2024.

**II.      SUMMARY:**

- Estimate based on a fare-checking sample identified the following annual number of fare evaders: BRT = 20,490, SMA Fixed = 1,590
- Estimated annual revenue loss (BRT & SMA Fixed): \$225,000.
- As a response to fare evasion, Procurement reached out to five companies to identify potential suppliers for the farebox components.
- Farebox components are required to rebuild fareboxes and install them on BRT buses.
- Procurement identified that the supply chain is being impacted with a potential component delivery delay ranging from three (3) to six (6) months and a total delay of in service nine (9) months including building and installation.
- The Procurement Department began placing farebox component orders with GenFare (GFI); however, the projected cost will exceed the CEO's threshold by \$37,085.45.
- The project aligns with sustainability by refurbishing the fare collection system and accountability by increasing collection.
- Any additional delays can increase the risk of higher costs per component, lost fare collection, and risk of product backorder.

**III.     DISCUSSION/BACKGROUND**

Due to the high level of fare evasion on San Joaquin Regional Transportation District's (RTD) Bus Rapid Transit (BRT) and Stockton Metropolitan Area (SMA) routes, RTD leadership, decided to implement front door boarding only on BRT routes as a first step to address fare evasion. The much higher fare evasion rate on BRT routes is in part explained by the fact, that currently, BRT buses do not have a farebox and fares are collected off board, at Fare Vending Machines or at the Customer Service Center.

The next step in addressing fare evasion will be installing fareboxes on BRT buses. The evasion rate on SMA Fixed Route buses, which have front door

board only and fareboxes, is much lower than on BRT routes. Staff believe that installing fareboxes on BRT buses will decrease the fare evasion rate. The CEO made a decision to direct the Maintenance Department to install fareboxes on all buses.

To that end, the Maintenance Department has been in the process of rebuilding forty (40) previously retired fareboxes, ten (10) of these fareboxes have been completed to date using existing parts in stock. Thirty (30) additional units are pending and require additional parts to complete that work.

Staff have determined that the farebox equipment and software are proprietary to GFI and have identified one vendor that can supply these components that GFI no longer supports but subcontracts out. GFI has advised that due to the specialty of these items and supply chain issues, they are anticipating a long lead time of approximately 60 days to 6 months.

To expedite the rebuilding, staff and GFI have agreed to supply items in smaller increments.

To further expedite the farebox refurbishment, staff, at the direction of the CEO, identified the urgency of securing the component stock and began immediate acquisition of stock to meet the project demands and to eliminate the adverse impact of delays on the project. As a result of this, the spending threshold has been exceeded for the CEO, requiring a Board ratification for a total cost not-to-exceed \$287,085.45.

#### **IV. STRATEGIC PLAN PRIORITIES ALIGNMENT**

This recommendation aligns with the Board's Strategic Priorities 2 and 3. Strategic Priorities:

1. Employees
2. Customers
3. Financial Health
4. Operations Excellence
5. Community Relations
6. Innovation

#### **V. FINANCIAL CONSIDERATIONS/IMPACT**

The required funding in the amount of \$287,085.45 will be utilized for the Farebox Rebuild and Installation capital project.

**VI. CHANGES FROM COMMITTEE**

N/A

**VII. ALTERNATIVES CONSIDERED**

- An alternative to consider is direct staff to procure new fareboxes. Current market pricing places the cost at nearly double the cost at \$600,000. This is not recommended due to the increase in procurement time, and the price will be considerably higher for the purchase of new fareboxes.
- Do nothing, and fare evasion will likely remain high.

**VIII. ATTACHMENTS**

**Attachment A:** Resolution

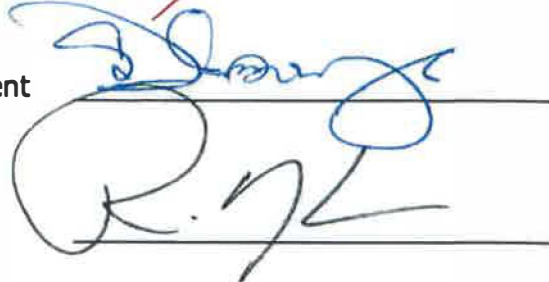
Prepared by: John Van Camp, Assistant Maintenance Superintendent

**IX. APPROVALS**

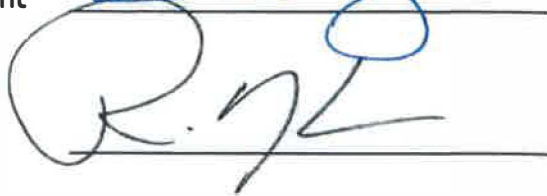
Executive Manager Approved:  
Ciro Aguirre, COO



Procurement:  
Sylvester Donelson, Director of Procurement



Financial Impact Approved:  
Robert Kyle, CFO



Alex Clifford, CEO





Attachment A  
Cover Page



RESOLUTION NO. \_\_\_\_\_

DATED: JUNE 16, 2023

RESOLUTION RATIFYING THE PURCHASE OF FAREBOX COMPONENTS FOR  
INSTALLATION AND USE FOR FISCAL YEAR 2024

WHEREAS, due to the high level of fare evasion on San Joaquin Regional Transportation District's (RTD) Bus Rapid Transit (BRT) routes, the CEO has implemented a front door boarding-only policy and directed the Maintenance Department to install Fareboxes in all buses; and

WHEREAS, the Maintenance Department will be rebuilding forty (40) previously retired fareboxes; and

WHEREAS, while attempting to procure components from GenFare (GFI), RTD staff has identified a significant increase in component delivery times from 60 days to 6 months; and

WHEREAS, staff have determined that the farebox equipment and software are proprietary to GFI and have identified one vendor that can supply these components.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of RTD that the Board ratifies the purchase of farebox components from GFI in an amount not to exceed \$287,085.45.



**LEAD STAFF: MERAB TALAMANTES, PROJECT CONTROLS MANAGER**

**I. RECOMMENDED ACTION**

To adopt the proposed Board of Directors Travel Policy.

**II. SUMMARY**

- As a member of local, state, and national associations, the San Joaquin Regional Transit District (RTD) is afforded the opportunity to take advantage of attending educational conferences annually.
- RTD's Board of Directors has been actively participating and benefiting from attending conferences since 1975, when it established its Travel Policy for Directors and the General Manager.
- The policy provided rules and guidelines governing reimbursement for actual and necessary expenses incurred while traveling on official RTD business.
- RTD's current general travel policy was last revised on June 17, 2016.
- In accordance with best practices and similar to other transit agencies and City and County boards, staff is proposing a travel policy specifically for Board members (Policy).
- The proposed Policy provides guidance and general travel requirements, including prior approval from the full Board of estimated expenses to be incurred, authorized and non-authorized expenses, lodging, transportation, and meals.
- The RTD Board of Directors reviewed the proposed policy on March 24 and April 21, 2023.
- Staff has incorporated all edits and recommendations made by the Board.

**III. DISCUSSION/BACKGROUND**

RTD is an active member of several state and national associations representing transit's interests before the legislative and regulatory agencies at the local, state, and federal levels. Some of these associations, including the California Association for Community Transportation (CALACT), California Transit Association (CTA), and American Public Transportation Association (APTA), convene annual conferences providing educational sessions focusing on the public transit industry's current challenges, technology innovations, lessons learned, best practices, and networking for public transit professionals at all levels including Board members.

RTD has benefited from Board member attendance and conference participation since August 18, 1975, when the Stockton Metropolitan Transit District Board approved resolution number 1056, establishing a travel policy for directors and general managers to travel outside the transit district on official business. This

existing travel policy was last revised on June 17, 2016, and staff is currently revising the policy to reflect RTD's current best practices and provide greater detail of processes for employee business travel. Revisions will be brought to the Board for approval upon completion.

As a part of this overall policy revision, staff proposes that the separate Policy be explicitly adopted for business travel conducted by Board members. This is common practice among other transit agencies and RTD's local City and County Boards. Therefore, staff has developed the attached Policy.

The Policy's proposed rules and guidelines address general travel requirements, including prior approval from the full Board of estimated expenses, authorized and non-authorized expenses, lodging, transportation, and meals.

This Policy does not address every issue, exception, or contingency that may arise while Board Members are conducting RTD business. Accordingly, the primary standard that should always prevail is to exercise sound judgment in the use and stewardship of RTD's resources.

RTD recognizes that some exceptions may be justified. In these instances, the full Board may authorize expenses not explicitly covered by this Policy, or that may deviate from this Policy, preferably before costs are incurred.

The Board reviewed the proposed policy with staff at the board meetings in March and April of 2023. Staff has revised the proposed policy incorporating all recommendations and edits from the Board.

#### **IV. STRATEGIC PLAN PRIORITIES ALIGNMENT**

This recommendation aligns with the Board's Strategic Priority 4.  
Strategic Priorities:

1. Employees
2. Customers
3. Financial Health
4. Operations Excellence
5. Community Relations
6. Innovation

#### **V. FINANCIAL CONSIDERATIONS/IMPACT**

There is no direct financial impact at this time. Board travel, when incurred, will be debited from the Executive Department's budget cost center 403000-50912.

#### **VI. CHANGES FROM COMMITTEE**

N/A

#### **VII. ALTERNATIVES CONSIDERED**

Do nothing. If the Board chooses not to adopt this Policy, they may continue to follow the general travel policy. Staff recommends adopting the proposed Policy to clearly define general requirements, authorized versus non-authorized expenses, and processes for business travel performed by RTD board members.

**VIII. ATTACHMENTS**

**Attachment A:** Proposed Board of Directors Travel Policy  
**Attachment B:** Resolution

Prepared by: Merab Talamantes, Project Controls Manager

**IX. APPROVALS**

Alex Clifford, CEO





Attachment A  
Cover Page



**BOARD APPROVED**

**BOARD OF DIRECTORS TRAVEL POLICY**

**POLICY NO. AP - 001**

DRAFT

Adopted June 16, 2023

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DRAFT

## **I. PURPOSE**

San Joaquin Regional Transit District (RTD) acknowledges its responsibility to administer limited public resources prudently and to expend them only when there will be a substantial benefit to the agency and the community it serves. This policy intends to establish rules and guidelines governing reimbursement for actual and necessary expenses incurred in performing official duties as RTD Board members.

## **II. APPLICABILITY**

This policy shall apply when members of the RTD Board of Directors travel acting in their official capacity on behalf of the agency. This policy conforms to the requirements of RTD's Rules of Procedure section 2.03, Compensation of Board Members.

This policy does not address every issue, exception, or contingency that may arise while conducting RTD business. Accordingly, the primary standard that should always prevail is to exercise sound judgment in the use and stewardship of RTD's resources.

RTD recognizes that some exceptions may be justified. In these instances, the ~~Chair of the Board or designee~~ full Board may authorize expenses not explicitly covered by this policy or that may deviate from this policy, preferably before expenses are incurred.

## **III. DEFINITIONS**

**Travel** is defined as attending off-site meetings of professional associations, conferences, training sessions, seminars, and other meetings having a direct relationship and/or advantage to RTD. Travel refers to authorized attendance at a meeting farther than 80 miles from the Board members' primary and/or overnight lodging. Under certain circumstances, overnight lodging may be required for destinations within the 80-mile radius due to the conference agenda (e.g. early start, evening business meetings, multi-day schedule).

**Travel Coordinator** is a designated RTD employee in the Chief Executive Officer's office responsible for making business travel arrangements.

## **IV. GENERAL REQUIREMENTS**

- A. The Travel Coordinator must provide Board members with a list of optional educational conferences and events at the beginning of the calendar year.
- B. Budgeted travel funds must be available to cover the trip's entire cost, including prepaid, estimated, and incidental expenses to be reported and paid at the end of travel.



- C. The ~~Chair of the Board or designee~~ full Board must approve estimated expenses in advance.
- D. All travel arrangements shall be made by the Travel Coordinator when possible. Board members, accompanied by a family member, ~~or friend~~ shall book their own flights and submit their receipts for reimbursement.
- E. Within thirty days of return from business travel, the RTD Representative must submit a claim for payment/reimbursement, accompanied by all supporting required documentation and a written report summarizing the value ~~of such travel to RTD~~ added from educational sessions, cost-benefit analysis and or return on investment of time and incurred travel expenses for attending the conference.

Any cost that is not adequately supported will not be paid or reimbursed. The expense report must include itemized receipts for all expenses for which reimbursement is requested.

## **V. AUTHORIZED EXPENSES**

### **A. Air Travel**

Economy accommodations should be used for air travel. Whenever possible, reservations should be made well in advance to take advantage of discount or reduced fares. If the selected airline charges for baggage, RTD will reimburse for the first bag within the airline's weight limit.

Some airlines charge extra for aisle and/or window seats. Upon request, RTD will cover the additional cost if applicable up to \$75 (seventy-five dollars) for each leg of the trip. Doing so will not be considered an airline upgrade if the seat is in coach/economy and does not involve upgrades, such as legroom or emergency exit row.

Airline seat upgrades that utilize one's own personal airline miles or frequent flyer miles may be used if the upgrade takes place separately from the Travel Coordinators' original transaction, such as online, at the airport or airline gate. Such upgrades shall not be pre-booked or arranged by the Travel Coordinator or paid by RTD.

### **B. Travel To and From The Airport**

Depending upon the expense, taking an airport shuttle or an Uber-type service may be advisable rather than driving to the airport and paying to park.

1. Ridesharing Services - May be reimbursed to and from the airport station if the total cost per trip is more economical than mileage and airport parking expenses.
2. Airport Shuttles Services - Are encouraged and may be booked and prepaid in advance by the Travel Coordinator when possible.
3. Personal Vehicle - Using one's private vehicle to travel to and from the airport is authorized, and mileage will be reimbursed at the current IRS rate ([www.irs.gov](http://www.irs.gov)).
4. Limousines and Town Cars ~~Services~~ - Expenses for the use of limousines or town cars are not reimbursable. ~~Example, transportation provided by "Joe's Limousine and Town Car Transportation".~~

Board members may keep individual airline and hotel reward points earned while traveling on RTD business.

C. Automobile Travel

Travel by personal automobile will be reimbursed at the IRS-approved rate per mile from the Board member's primary residence to the travel destination. Requests for mileage reimbursement and reasonable parking expenses must include beginning and ending points, total miles traveled the business purpose for the trip, and the original parking receipts.

In no case shall the mileage reimbursement exceed the cost of coach airfare and ground transportation (to/from airport and to/from hotel) to the destination.

Board members who use their personal vehicle on RTD business must carry at least the minimum liability and property damage insurance required by state law. RTD reserves the right to request proof of insurance. Should Board members be involved in an accident while on RTD business, they must notify both RTD and their insurance company immediately.

If two or more Board members are traveling to the same destination, they are encouraged to arrange with the Travel Coordinator to find opportunities to contain travel costs, such as carpooling.

Automobile rentals should be authorized in advance by the ~~Chair of the full~~ Board ~~or designee~~ and will be approved if the cost of taxis and public transportation is expected to exceed rental costs. Automobile rentals for out-of-town travel will be reimbursed at the cost of a compact mode. A larger

model can be justified if three or more Board members are traveling together.

D. Lodging

Accommodations must be booked at conference rates, if applicable, or at government rates.

**VI. UNAUTHORIZED EXPENSES**

The following expenditures incurred by Board members in the course and scope of their official duties shall not be reimbursed:

- A. The personal portion of any trip.
- B. Expenses incurred by or on behalf of a family member or partner who accompanies the Board member on official business.
- C. Expenses associated with entertainment, including theater events, movies (including in-room viewing), sporting events, and personal recreation, such as golfing, spa treatments, and fitness workouts at a gym.
- D. Non-mileage personal automobile expenses, including repairs, insurance, gasoline, and traffic citations.

**VII. REIMBURSEMENT**

RTD shall establish and maintain a procedure for reimbursement for RTD travel. This procedure will provide for the reimbursement of Board members for their reasonably required travel expenses, while at the same time, maximizing the availability of these RTD funds for RTD travel expenses associated with business travel. Reimbursements shall be processed promptly not exceeding 30 days from the date received. A breakdown of total trip cost will be provided to the traveler after each trip.

RTD will reimburse Board members for all ordinary, necessary, and reasonable business expenses incurred in connection with official responsibilities performed on behalf of RTD, in accordance with established approved procedures.

A. Meals

~~Board members shall be entitled to reimbursement for up to three (3) meals per day, including tax and gratuity.~~

Under this policy, the ~~business~~ traveler may be reimbursed for meal expenses using ~~one of two options: Method 1: Itemized Receipts OR Method 2: the Per Diem Method as described below. Note: The two may not be combined.~~

~~Method 1—Itemized Receipts~~

~~Actual costs of meals purchased, including gratuities up to 15% of the total bill and tax, are reimbursable. All such expenses are reimbursable for the Travel Event if itemized meal receipts are submitted with the Travel Expense Report Form. Credit card receipts can also be included for gratuities reimbursement.~~

~~Credit card receipts are not an acceptable substitute for itemized meal receipts. Credit card receipts do not reflect the details of the meals purchased at company expense and will not provide sufficient proof that the request reimbursement does not include unacceptable expenses such as alcohol.~~

#### Method 2—Per Diem Method

The Per Diem Method is established annually by the General Services Administration (GSA) and reflects an all-inclusive fixed- rate of reimbursement for food, beverages, taxes and gratuities on meals by destination city. Itemized meal receipts are not required for reimbursement under the Per Diem Method.

Receipts are required for all other reimbursable business-related expenses.

Non-reimbursable expenses include alcoholic beverages, entertainment, ~~and non-business and~~ personal expenses, ~~and meals not provided by conference host.~~

#### B. Incidental Expenses

Incidental expenses, including but not limited to business-related long distance telephone calls, bridge tolls, parking fees, and taxis shall be reimbursed at cost, based upon supporting documentation, or reasonable costs where documentation is unavailable.

No items for personal use will be reimbursed.

#### C. Family Members and Friends Traveling with Board members

Board members should notify RTD in advance of any family/friends traveling with the representative or accompanying the representative while conducting RTD business. RTD is not responsible for the payment of expenses incurred by individuals who are not Board members.

Arrangements for meals, accommodations, or any other expense for family members or friends traveling with Board members shall be the sole and full responsibility of the Board member.

D. Personal Property

Expenses incurred because of damage or loss of personal property, even when incurred in connection with RTD business, do not constitute an RTD obligation. All expenses in connection with **repairing or replacing** personal items shall be borne and paid by the traveler.

Personal items include **but are not limited** to automobiles, clothing, luggage, jewelry, books, ~~and~~ computers, **and cell phones**.

E. Travel Insurance

The purchase of the travel insurance is reimbursable.

**VIII. COMPLIANCE WITH LAWS**

Board members should be aware that some expenditures may be subject to reporting under the Political Reform Act. In addition, all agency expenditures are public records subject to disclosure under the Public Records Act.



Attachment B  
Cover Page

RESOLUTION NO. \_\_\_\_  
DATED: JUNE 16, 2023

RESOLUTION ADOPTING THE BOARD OF DIRECTORS TRAVEL POLICY

WHEREAS, as a member of local, state, and national associations, the San Joaquin Regional Transit District (RTD) is allowed to take advantage of attending educational conferences annually; and

WHEREAS, RTD's Board of Directors has been actively participating and benefiting from attending conferences since 1975 when it established its Travel Policy for Directors and General Manager; and

WHEREAS, RTD's existing general travel policy was last revised on June 17, 2016; and

WHEREAS, in accordance with best practices and similar to other transit agencies and City and County boards, staff is proposing a travel policy specifically for Board members (Board of Directors Travel Policy); and

WHEREAS, the proposed Board of Directors Travel Policy provides guidance and general travel requirements, including prior approval from the full Board of estimated expenses to be incurred, authorized and non-authorized expenses, lodging, transportation, and meals.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the RTD Board of Directors that the Board of Director Travel Policy be approved and adopted.



**LEAD STAFF: MERAB TALAMANTES, PROJECT CONTROLS MANAGER**

**I. RECOMMENDED ACTION**

That the Board of Directors approve and adopt the revised Records Retention and Destruction Policy.

**II. SUMMARY:**

- The San Joaquin Regional Transit District's (RTD) Records Retention and Destruction Policy was adopted on July 20, 2004, and last revised on January 3, 2014.
- RTD Legal Counsel and staff have reviewed and revised the policy to reflect RTD's current needs and applicable law.
- Revisions include new language and categories for email communications, legal holds, and Agency Safety Plan (ASP) records to comply with new Federal Transit Administration (FTA) regulation requirements.
- Formatting changes have been made to align with RTD's new policy format.

**III. DISCUSSION/BACKGROUND**

RTD Board of Directors (Board) adopted its Records Retention and Destruction Policy on July 20, 2004. The purpose of this Policy is to provide guidelines to staff regarding the retention or disposal of RTD records; provide for the identification, maintenance, safeguarding, and disposal of records in the normal course of business; ensure prompt and accurate retrieval of records; and ensure compliance with legal and regulatory requirements. The last update to the Policy was on January 3, 2014.

In collaboration with RTD Counsel, staff has reviewed the policy and identified the need to add language regarding the retention and destruction of RTD's Agency Safety Plan, email records, and legal holds.

New FTA requirements (49 CFR Section 673.31) state that grantees must maintain specific records relating to their ASP for a minimum of three years. A new record category, "Operations – Agency Safety Plan " has been added to the Records Retention Schedule to comply with this requirement.

Retention and destruction requirements for email records have also been added to the policy in section E. This section describes the process for automated destruction and archiving of emails.

Under certain circumstances, automated destruction of emails and destruction of other records in accordance with this Policy may be suspended for certain



individuals if RTD counsel determines that a legal hold is necessary. RTD Legal Counsel will coordinate with the Chief Information Officer (CIO) to suspend the automatic deletion of email communications for affected RTD staff.

In addition to the above revisions, formatting changes have been made to align the Policy with RTD's new policy format.

Staff respectfully requests that the Board consider adopting the proposed Records Retention and Destruction Policy.

**IV. STRATEGIC PLAN PRIORITIES ALIGNMENT**

This recommendation aligns with the Board's Strategic Priorities 3 and 4.

Strategic Priorities:

1. Employees
2. Customers
3. Financial Health
4. Operations Excellence
5. Community Relations
6. Innovation

**V. FINANCIAL CONSIDERATIONS/IMPACT**

N/A

**VI. CHANGES FROM COMMITTEE**

N/A

**VII. ALTERNATIVES CONSIDERED**

Do nothing. The Board may choose not to adopt the proposed revisions. Staff does not recommend this alternative because RTD is federally required to maintain Agency Safety Plan records. Additionally, proposed email retention and automated destruction processes align with industry best practices.

**VIII. ATTACHMENTS**

**Attachment A:** Records Retention and Destruction Policy – Current version  
**Attachment B:** Records Retention and Destruction Policy – Revised version  
**Attachment C:** Resolution

Prepared by: Merab Talamantes, Project Controls Manager

**IX. APPROVALS**

Alex Clifford, CEO





Attachment A  
Cover Page



## **RECORDS RETENTION AND DESTRUCTION POLICY**

# SAN JOAQUIN REGIONAL TRANSIT DISTRICT (RTD) RECORDS RETENTION AND DESTRUCTION POLICY

(Last Revised January 3, 2014)

## I. PURPOSE

The purpose of this policy is to provide guidelines to staff regarding the retention or disposal of RTD records; provide for the identification, maintenance, safeguarding, and disposal of records in the normal course of business; ensure prompt and accurate retrieval of records; and ensure compliance with legal and regulatory requirements.

The Board of Directors authorizes the General Manager/CEO to interpret and implement this policy and to cause to be destroyed any and all records, papers, and documents that meet the specifications of this section. This policy is adopted pursuant to Government Code sections 60200-60204.

For the purposes of this policy, electronic records, including, but not limited to, electronic mail (email), must be analyzed and retained in the same manner and to the same extent as paper records. However, because older emails are periodically deleted through automated system maintenance, email users must take measures to preserve emails and attachments whose contents are subject to retention under this Policy. Please see the document entitled Email Retention and Deletion Protocol for details on how to preserve emails and attachments whose contents are subject to retention under this Policy.

## II. GENERAL GUIDELINES

The following general guidelines apply to all District records:

- A. RTD generally shall retain all documents in their original form for **two years** unless a different duration is specifically authorized by State or Federal regulation. The General Manager/CEO may authorize the destruction of any duplicate records, including duplicates less than two years old, if no longer needed.
- B. **RTD shall, in accordance with federal grant requirements, retain all supporting documentation for three years following grant closeout.** (FTA Circular 5010.1D § III-17.)
- C. Except where a longer retention period is required hereunder, after two years, RTD, with the General Manager/CEO's approval, may destroy any original document without RTD retaining a record or copy of these documents.
- D. RTD shall retain indefinitely original records that are essential to:
  - 1. resume and/or continue operations;
  - 2. re-create the legal and financial status of RTD in case of a disaster; or
  - 3. fulfill obligations to bondholders, customers, and/or employees.

- E. RTD, with the General Manager/CEO's approval and written consent of District counsel, may destroy recordings of telephone and radio communications maintained by RTD after 100 days, provided that the recordings are not evidence in any claim filed or pending litigation. (Gov't Code § 53160.)
- F. Except where this policy provides that an original record shall be retained, RTD may authorize destruction of any original record provided that an unalterable duplicate is retained in conjunction with the following requirements:
  - 1. The item must be photographed; microphotographed; recorded in an electronic data processing system; reproduced by electronically recorded video images on magnetic surfaces; recorded on optical disk; reproduced on film or any other medium that is a trusted system and that does not permit additions, deletions or changes to the original document, or reproduced on film, optical disk, or any other medium in compliance with Government Code section 12168.7; and
  - 2. The recording medium must be able to reproduce the original document in all details, and in a manner that does not permit additions, deletions, or changes to the original document; and
  - 3. The reproductions must be stored in conveniently accessible files, and provision must be made for preserving, examining and using the files.

For the purposes of this policy, every reproduction shall be deemed to be an original record, and a transcript, exemplification, or certified copy of any reproduction shall be deemed to be a transcript, exemplification, or certified copy, as the case may be, of the original. (Gov't Code § 60203.)

- G. RTD shall retain any record that is the subject of a pending request made pursuant to the California Public Records Act, whether or not RTD maintains that the record is exempt from disclosure, until the request has been granted or two years have elapsed since RTD provided written notice to the requester that the request has been denied. (Gov't Code § 60201(d)(5).)

### **III. SPECIFIC GUIDELINES**

- A. Accounting Records
  - 1. RTD shall retain original accounting records for four years for state funds or seven years for federal funds, or until audited, whichever is first. After that, RTD may destroy original accounting records, except journals, ledgers and statements, if:
    - a. There is no continuing need for said record, i.e., long-term transactions, special projects, pending litigation, etc.;
    - b. There exists in a permanent file an audit report(s) covering the inclusive period of the record;

- c. The audit report(s) meets the requirements of section 26909 of the California Government Code and other State and Federal laws; and
    - d. The audit(s) contains the expression of an unqualified opinion.
  - 2. RTD may destroy the original journals, ledgers and statements after four years for state funds or seven years for federal funds, or until audited, whichever is first, if it retains a permanent photographic record.
  - 3. RTD may destroy the original billing register and final billing register after four years for state funds or seven years for federal funds, or until audited, whichever is first.
  - 4. RTD may destroy any original accounting record created for a specific event or action four years for state funds or seven years for federal funds after said event has in all respects terminated, or until audited, whichever is first.
  - 5. RTD may destroy any original source document that is detailed in a register, journal, ledger or statement four years for state funds or seven years for federal funds from the end of the fiscal period to which it applies, or until audited, whichever is first.
  - 6. RTD may destroy rough drafts, notes, working papers (except audit), cards, listings, nonpermanent indices, and papers used for controlling work or transitory files at any time.
  - 7. The General Manager/CEO shall not authorize the destruction of any record subject to audit until he or she has determined that the audit has been performed. (Gov't Code § 14755(b).)
- B. Long-Term Debt Records
- 1. With the General Manager/CEO's approval, RTD may destroy the original records of proceedings for the authorization of long-term debt, bonds, warrants, loans, etc. after issuance or execution, if it retains a permanent photographic record. (Gov't Code §§ 60203.)
  - 2. RTD may photograph and destroy the original records of the terms and conditions of bonds, warrants, and other long-term agreements after final payment, if it retains a permanent photographic record. (Gov't Code §§ 60203.)
  - 3. RTD may destroy paid bonds, warrant certificates, and interest coupons after six months if detailed payment records are retained for ten years. (Code Civ. Proc. § 337.5.)
- C. Ordinances, Formation Documents, and Minutes of the Board of Directors Meetings

1. RTD shall permanently retain any records relating to the formation, change of organization, or reorganization of RTD. (Gov't Code § 60201(d)(1).)
2. RTD shall permanently retain any original ordinances or resolution adopted by RTD. (Gov't Code § 60201(d)(2).)
3. RTD shall permanently retain any original minutes of any meeting of RTD. (Gov't Code § 60201(d)(3).)

D. Statements and Reports Filed Pursuant to the Political Reform Act

1. Filing officers shall retain original campaign statements and reports for seven years. (Gov't Code § 81009(c), (e).)
2. Filing officers shall retain copies of statements or reports for four years. The officer does not have to keep more than one copy of a statement or report. (Gov't Code § 81009(f).)

E. Contracts

1. RTD shall retain original contracts to which it is a party for four years after the completion of contracts not using federal funds, and for seven years after the completion of contracts using federal funds. (Code of Civ. Proc. § 337 and Gov't Code § 60201(d)(9).)
2. RTD shall retain contracts with any person or entity who develops real property or furnishes the design, specifications, surveying, planning, supervision, testing, or observation of construction or improvement to real property for ten years after the completion of the construction or improvement. (Code of Civ. Proc. § 337.15.)

F. Property Records

RTD shall retain original property records, such as title documents, permanently, or until the property is transferred or otherwise no longer owned by RTD. (Gov't Code § 60201(d)(8).)

G. Assessing and Tax Records

1. RTD may destroy, with the General Manager/CEO's approval, all assessing records or any document containing information obtained from taxpayers after six years from the lien date. (Rev. & Tax. Code § 465.)
2. RTD, with the General Manager/CEO's approval, may destroy all tax rolls after twelve years, if the necessary data from secured delinquencies is transferred to a delinquency abstract which RTD shall retain indefinitely. The abstract may be kept on a permanent photographic record. (Rev. & Tax. Code § 4377.)

## H. Payroll and Personnel Records <sup>1</sup>

1. RTD shall retain for seven years any record that specifies the amount of compensation paid to District employees or officers or to independent contractors providing personal or professional services to RTD, or that relates to expense reimbursement to District officers or employees or to the use of District-paid credit cards or any travel compensation mechanism. (Gov't Code §§ 60201(d)(12).)
2. RTD shall retain non-payroll personnel files for four years after an individual's employment terminates, unless a different retention period is specified in this section. (Code of Civ. Proc. § 337.)
3. RTD shall retain employee medical records for the duration of employment plus 30 years.
4. RTD need not retain health insurance claims maintained separately from RTD's medical program and its records, first aid records for one-time treatment and subsequent observation of minor injuries, or medical records of employees who have worked less than a year if RTD provides the employee with the records upon termination of employment. (8 Cal. Code Regs. § 3204.)
5. RTD may destroy fidelity bonds and garnishments five years after they expire.
6. RTD shall retain payroll records containing the name, address, date of birth, sex, job classification, and hours worked for each employee for three years. (29 C.F.R. Part 516; Labor Code §§ 1174, 1197.5.)
7. RTD shall retain basic time and earning cards or sheets on which are entered daily starting and stopping time of individual employees for two years. (29 C.F.R. Part 516.)
8. RTD shall retain employment applications and employment referral records and files for two years after such records or files are created. (Gov't Code § 12946.)
9. RTD shall retain records regarding the race, sex, and national origin of each applicant and for the job for which such applicant applied for two years from the date of the making of the record or the date of the personnel action involved, whichever occurs later. RTD may either retain the original documents used to identify applicants, or keep statistical summaries of the collected information. (2 Cal. Code Regs. § 7287.0.)

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<sup>1</sup>Payroll and personnel records include, but are not limited to, the following: accident reports, injury claims and settlements; medical histories; injury frequency charts; applications and official documentation of changes in individuals' employment status, including terminations; insurance records of employees; time cards; job descriptions; performance or rating documents; earning records and summaries; and retirement benefit computations.



10. RTD shall retain any records pertaining to any payments, loans, promises, or agreements by RTD to any labor organization or representative of a labor organization for five years. (29 U.S.C. § 436.)

I. Exposure/Safety Records and Material Safety Data Sheets (MSDS)

1. RTD shall retain employee exposure records and exposure assessment records for at least thirty years. (8 Cal. Code of Regs. § 3204.) RTD may destroy the original records after two years and retain a permanent photographic record for the remaining retention period.
2. RTD may destroy background data to workplace monitoring after one year provided a summary of relevant data is retained for thirty years. The summary must contain the sampling results, the collection methodology (sampling plan), a description of the analytical and mathematical methods used, and a summary of other background data relevant to interpretation of the results. (8 Cal. Code of Regs. § 3204(d)(1)(B)(1).) RTD may destroy the original summary after two years and retain a permanent photographic record for the remaining retention period.
3. RTD may destroy the material safety data sheet (MSDS) for a hazardous substance after RTD stops using the hazardous substance provided it keeps a record of the substance (chemical name if known) and when and where it was used for thirty years. (8 Cal. Code of Regs. § 3204(d)(1)(B)(2).) RTD may destroy the original record after two years and retain a permanent photographic record for the remaining retention period.

J. Construction and Engineering Records

1. RTD may destroy original construction records, such as bids, correspondence, and change orders, after seven years unless the records pertain to a project which includes a guarantee or grant in which event they shall be retained for the life of the guarantee or grant plus seven years. RTD shall retain as-built plans for any public facility or works as long as the facility exists.
2. RTD may destroy unaccepted bids or proposals for public works after two years. (Gov't Code § 60201(d)(11).)
3. RTD shall retain records related to any pending construction that it has not accepted or as to which a stop notice claim legally may be presented. (Gov't Code § 60201(d)(6).)

K. Hazardous Materials Records

RTD shall retain all documentation regarding the disposal and treatment of hazardous substances, including hazardous waste manifests, indefinitely. RTD may destroy the original documentation after two years provided it retains a permanent photographic record.



Attachment B  
Cover Page



**BOARD APPROVED**

**RECORDS RETENTION AND DESTRUCTION POLICY**

**POLICY NO. AP - 002**

DRAFT

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## I. PURPOSE

The purpose of this policy is to provide guidelines to staff regarding the retention or disposal of RTD records; provide for the identification, maintenance, safeguarding, and disposal of records in the normal course of business; ensure prompt and accurate retrieval of records; and ensure compliance with legal and regulatory requirements.

The Board of Directors authorizes the Chief Executive Officer (CEO) to interpret and implement this policy and to cause to be destroyed any and all records, papers, and documents that meet the specifications of this section. This policy is adopted pursuant to Government Code sections 60200-60204.

For the purposes of this policy, electronic records, including, but not limited to, email communications, must be analyzed and retained in the same manner and to the same extent as paper records. However, because older emails are periodically deleted through automated system maintenance, staff must take measures to preserve emails and attachments whose contents are subject to retention under this Policy.

## II. GENERAL GUIDELINES

The following general guidelines apply to all RTD records:

- A. RTD generally shall retain all documents in their original form for **two years** unless a different duration is specifically authorized by State or Federal regulation. The CEO may authorize the destruction of any duplicate records, including duplicates less than two years old, if no longer needed.
- B. Except where a longer retention period is required hereunder, after two years, RTD, with the CEO's approval, may destroy any original document without RTD retaining a record or copy of these documents.
- C. Except where the law or this policy requires that an original record shall be retained, RTD may authorize destruction of any record provided that an unalterable duplicate is retained in conjunction with the following requirements:
  - 1. The item must be photographed; microphotographed; recorded in an electronic data processing system; reproduced by electronically recorded video images on magnetic surfaces; recorded on optical disk; reproduced on film or any other medium that is a trusted system and that does not permit additions, deletions or changes to the original

document, or reproduced on film, optical disk, or any other medium in compliance with Government Code section 12168.7; and

2. The recording medium must be able to reproduce the original document in all details, and in a manner that does not permit additions, deletions, or changes to the original document; and
3. The reproductions must be stored in conveniently accessible files, and provision must be made for preserving, examining, and using the files.

For the purposes of this policy, every reproduction shall be deemed to be an original record, and a transcript, exemplification, or certified copy of any reproduction shall be deemed to be a transcript, exemplification, or certified copy, as the case may be, of the original. (Gov't Code § 60203.)

D. Under certain circumstances, automated destruction of emails and destruction of other records in accordance with this policy may be suspended for certain individuals in the event that RTD counsel determines that a legal hold is necessary. Legal holds are most often implemented in the following circumstances:

1. a lawsuit filed by or against RTD;
2. threatened or anticipated litigation known to RTD;
3. government investigation conducted in connection with RTD;
4. protection or enforcement of RTD's legal rights;
5. tax audits, assessments or other investigations.

RTD counsel will coordinate with the Chief Information Officer (CIO) to suspend automatic deletion of email communications for affected RTD staff. RTD counsel will disseminate instructions to affected RTD personnel to inform them what email communications and other records must be retained. Although automatic email deletion will be suspended, affected RTD staff must nevertheless take care not to manually delete email communications that are subject to the legal hold and must not destroy relevant email communications or other records until RTD counsel or CIO has notified them in writing that the legal hold has been lifted. Every six months, RTD counsel must conduct a periodic review to determine the status of legal holds.

No records may be destroyed—even if to do so would otherwise be

compliant with this policy, if they reasonably relate to ongoing or reasonably anticipated litigation, audits, or investigation, regardless of whether RTD counsel has issued a formal legal hold. All questions regarding whether records or writings should be retained for legal or litigation purposes should be directed to RTD counsel. Prompt reporting is critical in order for RTD to take appropriate steps to impose a legal hold, to suspend destruction of relevant records (including pertinent emails), and to ensure RTD's compliance with a legal obligation to preserve potential evidence.

E. Email Record Retention Requirements

Email communications in "Deleted Items," "Inbox," "Sent Items," are managed by RTD Information Technology ("IT") staff through an automated process.

| Email Category                            | Retention Period   | Method of Destruction  |
|---|--|--|
| Emails in "Deleted Items" folder          | Destroyed 7 days after the email enters the "Deleted Items" folder | Automated destruction by the IT Department   |
| Emails in "Inbox" and "Sent Items" folder | Destroyed 2 years after the receipt or sending of the email        | Automated destruction by the IT Department   |
| Emails in "Archive Indefinite" folder     | Destroyed after the applicable retention period passes             | Project Controls Manager, who is the designated record keeper, determines when the applicable retention period has passed and confirms with RTD counsel, CEO, and Project Manager before destruction |

RTD staff have an "Archive Indefinite" folder in their Outlook program that should be used for the retention of emails of greater significance than simply transitory communication. More specifically, where emails pertain to ongoing projects or business and have value to RTD beyond the two-year period used for standard transitory emails in the "Inbox" and "Sent Items" folder, each email user is responsible for moving those emails to the "Archive Indefinite" folder. Emails in the "Archive Indefinite" folder should be used for emails which fall into any one of the categories listed in the categories listed below.

The RTD Project Controls Manager is the designated record keeper of email records and is assigned the task of reviewing records to determine what the applicable retention period is.

The Records Retention Schedule lists the time period that RTD records remain active and when, if ever, they are to be disposed of in the normal course of business. Records covered within the Retention Schedule must be retained for the minimum retention period as specified in the table below. RTD recommends the disposition of records at the end of their minimum retention period for the efficient and effective management of local resources unless otherwise required for RTD operations. RTD reserves the right to retain records longer than the recommended minimum retention period. The Project Controls Manager, in consultation with the CEO and RTD counsel, is authorized to amend this Retention Schedule periodically to reflect updates to RTD's inventory of records, and in a manner that is consistent with the Secretary of State guidelines and applicable laws.

All Records must be retained for a minimum of two years, unless otherwise provided for in this Policy.

| LEGEND           |              |                       |                |
|------------------|--------------|-----------------------|----------------|
| CY: Current Year | P: Permanent | CL: Closed/Completion | T: Termination |

| Record Categories                               | Descriptor  | Retention  |
|---|---|--|
| Accounting – Audit Reports                      |   | P  |
| Accounting Documents                            | Includes original and final billing registers, source documents, accounting records created for a specific event or action, journals, ledgers, and statements. Can be destroyed if RTD retains a permanent photographic record  | Audit + 7 years  |
| Construction/Engineering – As Builts            |   | P  |
| Construction/Engineering – Pending Construction | Retain records relating to any pending construction that RTD has not accepted or as to which a stop notice claim legally may be presented (GC § 60201(d)(6))  | CL   |
| Construction/Engineering – Contract Documents   | Includes bids, correspondence, and change orders. Includes contracts with any person or entity who develops real property or furnishes the design, specifications, surveying, planning, supervision, testing, or observation of construction or improvement to real property (CCP § 337.15) | CL + 10 years<br>*For records that pertain to a project that includes a guarantee or grant, CL (of the guarantee/grant) + 10 years |
| Construction/Engineering –                      | (GC § 60201(d)(11))   | CY + 2 years   |



|   |  |  |
|---|--|--|
| Rejected Public Works Bids/Proposals                                  |  |  |
| Contracts – Goods and Services  | (CCP § 337; GC § 60201(d)(9))  | CL + 7 years   |
| Debt Records – Debt, Bonds, Warrants, and Loans                       | Includes records of proceedings for the authorization of and the terms and conditions of debts, bonds, warrants, loans, or the original records of the terms and conditions (GC § 60203)   | CL + 10 years  |
| Debt Records – Paid Bonds, Warrant Certificates, and Interest Coupons |  | CY + 10 years  |
| E-mails in "Deleted Items" folder                                     | Automated destruction by the IT Department   | Destroyed 7 days after the email enters the "Deleted Items" folder |
| E-mails in "Inbox" and "Sent Items" folder                            | Automated destruction by the IT Department   | Destroyed 2 years after the receipt or sending of the email        |
| E-mails in the "Archive Indefinite" folder                            | The "Archive Indefinite" folder is used for the retention of emails of greater significance, specifically where emails pertain to ongoing projects or business and have value to RTD beyond the two-year period. Each user is responsible for moving those emails to the "Archive Indefinite" folder. The Project Controls Manager is the designated record keeper of email records and is assigned the task of reviewing records to determine the applicable period is and will confirm with RTD counsel and Project Manager before destruction | Destroyed after the applicable retention period passes             |
| Federal Grants  | Includes all supporting documentation for federal grants (FTA Circular 5010.1E at p. III-21)   | Grant closeout + 3 years   |
| Formation, Change of Organization, or Reorganization of RTD           | (GC § 60201(d)(1))   | P  |

|  |   |               |
|--|---|---------------|
| Hazardous Materials                                  | Includes all documents regarding the disposal and treatment of hazardous substances, including hazardous waste manifests. Original documentation may be destroyed after 2 years if RTD retains a permanent photographic record  | P             |
| Legal and Financial Status of RTD                    | Documents that are essential to re-create the legal and financial status of RTD in case of a disaster   | P             |
| Meeting Minutes                                      | (GC § 60201(d)(3))  | P             |
| Obligations to Bondholders, Customers, and Employees | Documents that are essential to fulfill obligations to bondholders, customers, and employees  | P             |
| Operations   | Documents that are essential to resume and/or continue operations   | P             |
| Operations – Agency Safety Plan                      | Includes documents that set forth RTD’s Public Transportation Agency Safety Plan (ASP), including documents related to implementing a Safety Management System (SMS) and results from SMS processes and activities, and documents included in whole, or by reference, that describe the programs, policies, and procedures that RTD uses to carry out its ASP (49 CFR § 673.31) | CY + 3 years  |
| Ordinances and Resolutions                           | (GC § 60201(d)(2))  | P             |
| Personnel Records – Compensation Paid                | Includes any records that specify that amount of compensation paid to RTD employees/officers or that relates to expense reimbursement to RTD officers/employees or to the use of RTD-paid credit cards or travel compensation (GC § 60201(d)(12))   | CY + 7 years  |
| Personnel Records – Employment Applications          | Includes employment applications and employment referral records and files (GC § 12946)   | CL + 4 years  |
| Personnel Records – Fidelity Bonds and Garnishments  |   | CL + 5 years  |
| Personnel Records – Labor Organization               | Includes records pertaining to any payments, loans, promises, or agreements by RTD to any labor organization or representative of a labor organization (29 USC § 436)   | CY + 5 years  |
| Personnel Records –                                  | RTD does not need to retain health insurance claims   | CL + 30 years |

|  |  |              |
|--|--|--------------|
| Medical Records                                      | maintained separately from RTD's medical program and its records, first aid records for one-time treatment and subsequent observation of minor injuries, or medical records of employees who have worked less than 1 year if RTD provides the employee with the records upon termination of employment (8 CCR § 3204(d)(1)(A)) |              |
| Personnel Records – Payroll Records                  | Payroll records that contain the name, address, date of birth, sex, job classification, and hours worked for each employee (29 CFR § 516.5; LC §§ 1174, 1197.5)  | CY + 4 years |
| Personnel Records – Race, Sex, and National Origin   | Records regarding the race, sex, and national origin of each applicant and for the job for which such application applied for. RTD may either retain the original documents used to identify applicants or keep statistical summaries of the collected information (2 CCR § 11013)   | CL + 2 years |
| Personnel Records – Terminated Employees             | Includes non-payroll personnel files (CCP § 337)   | T + 4 years  |
| Personnel Records – Time Sheets                      | (29 CFR § 516.6)   | CY + 2 years |
| Property Records                                     | Includes title documents. Documents must be retained permanently or until the property is transferred or otherwise no longer owned by RTD (GC § 60201(d)(8))   | P            |
| Public Records Act Requests                          | Any record that is the subject of a pending PRA request, whether or not RTD maintains that the record is exempt from disclosure, until the request has been granted or two years have elapsed since RTD provided written notice to the requester that the request has been denied (GC § 60201(d)(5))                           | CL + 2 years |
| RFQs, RFPs, IFBs, Proposals, and Bids – Successful   | RFQs, RFPs, and IFBs resulting proposals, bids and quotes and contract files   | CL + 5 years |
| RFQs, RFPs, IFBs, Proposals, and Bids – Unsuccessful | RFQs, RFPs, and IFBs resulting proposals, bids and quotes and contract files   | CL + 2 years |

|   |  |               |
|---|--|---------------|
| Safety Records – Employee Exposure Records  | Includes employee exposure records and exposure assessment records (8 CCR § 3204(d)). Original record may be destroyed after 2 years if RTD retains a permanent photographic record for the remaining retention period   | CY + 30 years |
| Safety Records – Material Safety Data Sheet | RTD may destroy the material safety data sheet for a hazardous substance after RTD stops using the hazardous substance, provided it keeps a record of the substance and when/where it was used (8 CCR § 3204(d)(1)(B)(2)). Original record may be destroyed after 2 years if RTD retains a permanent photographic record for the remaining retention period  | CY + 30 years |
| Safety Records – Workplace Monitoring       | Includes summary of relevant data of workplace monitoring, which must contain the sampling results, the collection methodology (sampling plan), a description of the analytical and mathematical methods used, and a summary of other background data relevant to interpretation of the results (8 CCR § 3204(d)(1)(B)(1)). Original record may be destroyed after 2 years if RTD retains a permanent photographic record for the remaining retention period | CY + 30 years |
| Conflict of Interest Code                   |  | CY + 5 years  |
| Ethics Training Certificates                |  | CY + 4 years  |
| Form 700s                                   |  | CY + 7 years  |
| Form 801, 802, 806 – FPPC                   |  | CY + 5 years  |
| Reimbursement                               | Reimbursements of \$100 or more (GC § 53065.5)   | CY + 7 years  |
| Tax Records                                 | Includes all assessing records or any document containing information obtained from taxpayers (RTC § 465)  | CL + 6 years  |
| Tax Records – Delinquency Abstract          | (RTC § 4377)   | P             |

|                         |  |               |
|-------------------------|--|---------------|
| Tax Records – Tax Rolls | Can be destroyed if the necessary data from secured delinquencies is transferred to a delinquency abstract which RTD must retain indefinitely (RTC § 4377) | CL + 12 years |
| Telephone Recordings    | Recordings of telephone communications, provided that the recordings are not evidence in any claim filed or pending litigation (GC § 53160)                | CY + 100 days |

DRAFT



Attachment C  
Cover Page

RESOLUTION NO. \_\_\_\_\_  
DATED: JUNE 16, 2023

RESOLUTION ADOPTING THE REVISED RECORDS RETENTION AND DESTRUCTION  
POLICY

WHEREAS, San Joaquin Regional Transit District's (RTD) Records Retention and Destruction Policy was adopted on July 20, 2004, and last revised on January 3, 2014; and

WHEREAS, RTD Counsel and staff have reviewed and revised the policy to reflect RTD's current needs and applicable law; and

WHEREAS, revisions include language to comply with new Federal Transit Administration requirements for Agency Safety Plan records; and

WHEREAS, language describing retention and destruction requirements for email records and legal holds have also been added.

NOW, THEREFORE, BE IT RESOLVED that the RTD Board of Directors does hereby adopt the attached revised Records Retention and Destruction Policy.



**LEAD STAFF: KATLYN ROSE, SAFETY & SECURITY ADMINISTRATOR**

**I. RECOMMENDED ACTION**

Adopt a policy on using fixed route services and transit facilities, including passenger code of conduct, expressive activities, and service suspension and exclusion.

**II. SUMMARY:**

- On February 14, 2014, the San Joaquin Regional Transit District (RTD) Board of Directors (Board) approved a Passenger Code of Conduct to impose administrative penalties and fees for fare evasion violations and other passenger misconduct.
- The Board further amended the Passenger Code of Conduct on January 5, 2016.
- Staff recommends updates to the Passenger Code of Conduct to provide more specificity and detail on the type of conduct that may subject a passenger to penalties.
- Staff is also recommending updates to establish the process by which a passenger may be suspended or excluded from RTD buses and facilities and set forth RTD's policy for expressive activity and commercial filming.
- This action will rescind the current Passenger Code of Conduct Policy and the Passenger Code of Conduct Ordinance (Ordinance No. 001).

**III. DISCUSSION/BACKGROUND**

RTD staff works effectively with law enforcement when passenger behavior becomes inappropriate, dangerous, or impedes RTD's operations. However, law enforcement is not always the appropriate entity, nor is it always available, to respond to passenger behavior that does not rise to this level. To more effectively respond to passenger misconduct, staff, and legal counsel have proposed revisions to RTD's Passenger Code of Conduct.

The proposed Policy includes a more detailed list of prohibited passenger conduct. This list was developed to capture inappropriate conduct that may be experienced on the RTD system.

The proposed Policy also establishes a process by which RTD may suspend or expel passengers who engage in violations of the Policy, including severe or repeated violations. The Policy also establishes an option to appeal any notice of suspension/expulsion.



Lastly, the Policy establishes the process by which individuals may engage in expressive activities and commercial filming on RTD's property.

**IV. STRATEGIC PLAN PRIORITIES ALIGNMENT**

This recommendation aligns with the Board's Strategic Priorities 1, 2, 4, and 5. Strategic Priorities:

1. Employees
2. Customers
3. Financial Health
4. Operations Excellence
5. Community Relations
6. Innovation

**V. FINANCIAL CONSIDERATIONS/IMPACT**

Adopting the Policy should result in a minimal fiscal impact, if any.

**VI. CHANGES FROM COMMITTEE**

N/A

**VII. ALTERNATIVES CONSIDERED**

- The Board could retain the existing Passenger Code of Conduct. This Alternative is not recommended as the Policy is overdue for revisions.
- The Board could express disagreements with provisions within the Policy and direct staff to return with a revised Policy at a later date.

**VIII. ATTACHMENTS**

- Attachment A:** Passenger Code of Conduct Policy (amended January 15, 2016)
- Attachment B:** Passenger Code of Conduct Ordinance (Ordinance No. 001)
- Attachment C:** Use of Fixed Route Services and Transit Facilities, Including Passenger Code of Conduct, Expressive Activities, and Service Suspension and Exclusion Policy
- Attachment D:** Resolution

Prepared by: Katlyn Rose, Safety and Security Administrator

**IX. APPROVALS**

Financial Impact Approved:  
Robert Kyle, CFO

  
\_\_\_\_\_

Alex Clifford, CEO

  
\_\_\_\_\_



Attachment A  
Cover Page



## **PASSENGER CODE OF CONDUCT POLICY**

**BOARD APPROVED (*FEBRUARY 14, 2014*)**  
**BOARD REVISED (*JANUARY 15, 2016*)**

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**PASSENGER CODE OF CONDUCT POLICY  
SAN JOAQUIN REGIONAL TRANSIT DISTRICT**

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**SEC. 1. BACKGROUND**

The San Joaquin Regional Transit District (RTD) is a transit district providing bus service throughout San Joaquin County. Fare evasion and other passenger misconduct occurring within the RTD system of operation have contributed to a loss of fare revenue and a potential perception of an unsafe environment. California state law provides for criminal penalties for fare evasion or passenger misconduct offenses. RTD views passenger safety and a respectful environment as essential to providing a beneficial service to its ridership. To better foster such an environment, RTD believes that the specter of criminal penalty should be removed and replaced with a fair and just administrative process.

In furtherance of this, RTD is setting forth a Passenger Code of Conduct Policy (Policy) to impose administrative penalties and fees for fare evasion violations and other passenger misconduct in lieu of criminal penalties.

This Policy is adopted pursuant to the authority granted to RTD by the California Penal Code Section 640(e) and the California Public Utilities Code Section 99580 et seq. It shall only apply to acts committed on or in a facility or vehicle of RTD.

**SEC 2. NOTICE OF VIOLATION**

Any person who engages in any prohibited conduct listed in the schedule of prohibited conduct provided for in Section 2.1 shall be subject to the issuance of a notice of violation and imposition of an administrative penalty.

**SEC 2.1. Schedule of Prohibited Conduct.** RTD shall adopt a schedule of prohibited conduct. This schedule shall include any and all relevant statutory provisions provided for in the California Penal Code and/or the California Public Utilities Code regarding passenger conduct and safety on or in a transit facility or vehicle. The schedule shall be subject to the approval of RTD's General Manager/CEO, or her designated representative, and shall be reviewed, revised, or amended from time to time. The schedule shall be inclusive of, but not limited to, the following prohibited conduct:

- a. Evasion of the payment of a fare of the RTD system. Fare evasion includes entering an enclosed area of an RTD facility beyond posted signs prohibiting entrance without obtaining valid fare, in addition to entering an RTD vehicle without valid fare;

- b. Misuse of a transfer, pass, ticket, or token with the intent to evade the payment of a fare of the RTD system;
- c. Unauthorized use of a discount ticket or failure to present, upon request by RTD or within 72 hours thereafter, acceptable proof of identification or eligibility to use a discount ticket;
- d. Playing sound equipment on or in an RTD facility or vehicle;
- e. Smoking, eating, or drinking in or on an RTD facility or vehicle in other than those areas where those activities are permitted by RTD;
- f. Expectorating upon an RTD facility or vehicle;
- g. Willfully disturbing others on or in an RTD facility or vehicle by engaging in boisterous or unruly behavior;
- h. Disturbing another person on or in an RTD facility or vehicle by loud or unreasonable noise, including cellular phones;
- i. Carrying an explosive or acid, flammable liquid, or toxic or hazardous material in an RTD facility or vehicle;
- j. Throwing any object from a vehicle or extending any portion of the body through any window or door of a vehicle in a manner that may cause harm or injury;
- k. Urinating or defecating in an RTD facility or vehicle, except in a lavatory. This prohibition shall not apply to a person who cannot comply as a result of a disability, age, or medical condition;
- l. Willfully tampering with, removing, displacing, injuring, defacing, marking with graffiti or inscribed marks, or destroying any part of any RTD facility or vehicle;
- m. Willfully blocking the free movement of another person in an RTD facility or vehicle. This prohibition shall not be interpreted to affect any lawful activities permitted or First Amendment rights protected under the laws of this state or applicable federal law, including, but not limited to, laws related to collective bargaining, labor relations, or labor disputes;
- n. Skateboarding, roller skating, bicycle riding, or roller blading in an RTD facility, including a parking structure, or in an RTD vehicle. This prohibition shall not apply to an activity that is necessary for utilization of an RTD facility by a bicyclist, including, but not limited to, an activity that is necessary for parking a bicycle or transporting a bicycle aboard an RTD vehicle, if that activity is conducted with RTD permission in a manner that does not interfere with the safety of the bicyclist or other patrons of RTD; or
- o. Sale or peddling of any goods, merchandise, property, or services of any kind whatsoever on or at an RTD facility or vehicle without the express written consent of RTD or its duly authorized representatives.



### **SEC 3. ENFORCEMENT PROCEDURES**

Any person who engages in any of the prohibited conduct listed in the schedule of prohibited conduct provided for in Section 2.1 of this Policy is subject to a notice of violation and imposition of an administrative penalty. Enforcement of any provisions of this Policy involving the payment of any administrative fees, penalties or other amounts shall be according to the procedures set forth in the California Public Utilities Code Section 99580 et seq.

**SEC 3.1. Initial Review.** Within 21 days from the issuance to a person of a notice of violation of any conduct prohibited under this Policy, the person may request an initial review of the notice of violation issued by RTD. The request may be made, in accordance with procedures established by RTD, by telephone, in writing, or in person. There shall be no charge for this review. If, following the initial review, RTD is satisfied that the violation did not occur or that extenuating circumstances make dismissal of the notice of violation appropriate in the interests of justice, RTD shall cancel the notice of violation. RTD shall notify, in writing, the person requesting the review of the results of the initial review. If the notice of violation is not dismissed, RTD shall include a reason for that denial, notification of the ability to request an administrative hearing, and notice of the procedure for waiving prepayment of penalty based upon inability to pay.

**SEC 3.2. Request for Administrative Hearing.** If the person is not satisfied with the results of the initial review, the person may request an administrative hearing no later than 21 days following the mailing of the results of the initial review. The request may be made by telephone, in writing, or in person. The person requesting an administrative hearing shall deposit the amount due under the notice of violation. The person shall be allowed to request an administrative hearing without payment of the amount due upon satisfactory proof of inability to pay. The administrative hearing shall be held within 90 days following the receipt of the request for administrative hearing. The person requesting the hearing may request one continuance, not to exceed 21 days.

**SEC 3.3. Administrative Hearing.** The administrative hearing process shall include all of the following:

- a. The person requesting a hearing shall have the choice of a hearing by mail or in-person. An in-person hearing shall be conducted within the jurisdiction of RTD at a location designated by RTD. The hearing shall provide an independent, objective, fair, and impartial review of the contested violation(s).
- b. The hearing shall be conducted before a hearing officer designated to conduct the hearing by and in accordance with procedures established by RTD's General Manager/CEO, or her designated representative. In

addition to any other requirements of employment, a hearing officer shall demonstrate those qualifications, training, and objectivity prescribed by RTD's General Manager/CEO, or a designated representative. The hearing officer's continued employment, performance evaluation, compensation, and benefits shall not be directly or indirectly linked to the amount of fare evasion or passenger conduct violation penalties imposed by the hearing officer.

- c. The person who issued the notice of violation shall not be required to participate in an administrative hearing. RTD shall not be required to produce any evidence other than the notice of violation. The notice of violation, in proper form, shall be prima facie evidence of the violation.
- d. Following a determination by the hearing officer that a person committed the violation, the hearing officer may allow payment of the violation penalty in installments or deferred payment if the person provides satisfactory evidence of an inability to pay the penalty in full. The decision of the hearing officer shall include reasons in support of the decision rendered.
- e. The hearing officer's decision following the administrative hearing may be personally delivered to the person by RTD, the hearing officer, or sent by first class mail.

**SEC 3.4. Appeal.** Within 30 days after mailing or personal delivery of the decision of the administrative hearing, the person may seek review by filing an appeal to be heard by the superior court. This appeal shall be heard de novo, except that the contents of the administrative hearing file shall be received in evidence. A copy of the notice of violation shall be admitted into evidence as prima facie evidence of the facts. The appeal shall be conducted as otherwise provided by law.

**SEC 3.5. Schedule of Penalties.** RTD shall adopt a penalty schedule of administrative penalties, and any additional procedures in furtherance of the enforcement of this Policy. In setting a penalty schedule, RTD shall not establish penalty amounts that exceed the maximum fine amount set forth in California Penal Code Section 640. The schedule and any procedures deemed necessary shall be subject to the approval of the General Manager/CEO, or a designated representative, and shall be reviewed, revised, or amended from time to time.



Donna DeMartino, General Manager/CEO

1-26-16

Date



Attachment B  
Cover Page





## **PASSENGER CODE OF CONDUCT ORDINANCE**

**ORDINANCE NO. 001**

**BOARD APPROVED (*November 7, 2014*)**

**BOARD AMENDED (*February 18, 2016*)**

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**PASSENGERS CODE OF CONDUCT ORDINANCE  
SAN JOAQUIN REGIONAL TRANSIT DISTRICT**

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ORDINANCE NO. 001

[Administrative Penalties and Fees for Fare Evasion or Passenger Misconduct Offenses.]

**An ordinance imposing administrative penalties and fees for certain types of fare evasion and passenger misconduct offenses instead of criminal penalties, and establishing enforcement procedures thereto pursuant to the authority granted San Joaquin Regional Transit District (RTD) by the California Penal Code Section 640(e) and the California Public Utilities Code Section 99580 et seq.**

BE IT ENACTED by the Board of Directors of San Joaquin Regional Transit District:

**ARTICLE 1: GENERAL PROVISIONS**

**SEC. 1. Title.** This ordinance is entitled the Passenger Code of Conduct.

**SEC. 2. Purpose.** The purpose of this ordinance is to better foster a respectful environment and passenger safety for the riders of RTD. Fare evasion and other passenger misconduct occurring within the RTD system have contributed to a loss of fare revenue and a potential perception of an unsafe environment. California state law provides for criminal penalties for fare evasion or passenger misconduct offenses. RTD views passenger safety and a respectful environment as essential to providing a beneficial service to its ridership. To better foster such an environment, RTD believes that the specter of criminal penalty should be removed and replaced with a fair and just administrative process.

**SEC. 3. Definitions.** As used in this ordinance, the following terms have the following meanings:

- (a) "Fare" means the monetary charges established by RTD for the use of its facilities and vehicles.
- (b) "Graffiti" means any unauthorized inscription, word, figure, mark, or design that is written, marked, etched, scratched, drawn, painted, or affixed on RTD facilities or vehicles.
- (c) "Loitering" means unnecessary lingering in RTD facilities or vehicles or other locations when it interferes with an RTD facility or vehicle or use thereof.
- (d) "Passenger," "patron," "customer," and "rider" mean any person, in or on, using or attempting to access, an RTD facility or vehicle.
- (e) "Person" includes an individual, firm, partnership, corporation, association, or company.
- (f) "RTD" means the San Joaquin Regional Transit District and its contractors.
- (g) "RTD facility" means all property and equipment, including rights of way and related signals, fuel, communication systems, ventilation systems, power plants, cameras, signs, loudspeakers, fare collectors or registers, sound walls, stations, vacant parcels, bike paths, terminals, platforms, plazas, waiting areas, art work, storage yards, depots,

repair and maintenance shops, yards, offices, parking areas, and other real estate or personal property owned, leased, or licensed by RTD, used for any RTD activity, or authorized to be located on RTD property.

- (h) "RTD representative" means an RTD security officer, operator, fare inspector, or other authorized RTD employee or contractor.
- (i) "RTD system" means all RTD facilities and vehicles, collectively.
- (j) "RTD vehicle" means an RTD bus, car, or other vehicle owned, operated, or used by RTD or its contractors transporting RTD representatives or passengers.
- (k) "Sound equipment" means a radio, receiver, communication device, phonograph, television, musical instrument, tape recorder, cassette player, CD player, MP3 player, DVD player, game, speaker system, audio system, sound amplifier, or other device that plays music or emits noise. Sound equipment does not include assistive hearing devices for persons who have impaired hearing.

## **ARTICLE 2: PROHIBITED CONDUCT**

**SEC. 100.** Any person who engages in any of the conduct set forth shall be subject to the issuance of a notice of violation and imposition of an administrative penalty. A notice of violation may be issued by a peace officer, fare inspector, security officer, or any RTD representative designated by RTD's General Manager/CEO, or his/her designated representative, to enforce this ordinance. This ordinance applies with equal force to any person who aids or abets in any of the prohibited conduct set forth. The conduct prohibited on or in an RTD facility or vehicle is as follows:

### **SEC. 100.1. Fare and Ticket Violations**

- (a) Evasion of the payment of a fare of the RTD system. Fare evasion includes entering an enclosed area of an RTD facility beyond posted signs prohibiting entrance without obtaining valid fare, in addition to entering an RTD vehicle without valid fare.
- (b) Misuse of a transfer, pass, ticket, or token with the intent to evade the payment of a fare of the RTD system.
- (c) Unauthorized use of a discount ticket or failure to present, upon request by RTD or within 72 hours thereafter, acceptable proof of identification or eligibility to use a discount ticket.

### **SEC. 100.2. Disorderly Conduct**

- (a) Expectorating upon an RTD facility or vehicle.
- (b) Carrying an explosive or acid, flammable liquid, or toxic or hazardous material in an RTD facility or vehicle.
- (c) Throwing any object from a vehicle or extending any portion of the body through any window or door of a vehicle in a manner that may cause harm or injury.
- (d) Urinating or defecating in an RTD facility or vehicle, except in a lavatory. This prohibition shall not apply to a person who cannot comply as a result of a disability, age, or medical condition.

- (e) Willfully tampering with, removing, displacing, injuring, defacing, marking with graffiti or inscribed marks, or destroying any part of any RTD facility or vehicle.
- (f) Loitering on or in an RTD facility or vehicle.

**SEC. 100.3. Disturbing Others**

- (a) Playing unreasonably loud sound equipment on or in an RTD facility or vehicle.
- (b) Willfully disturbing others on or in an RTD facility or vehicle by engaging in boisterous or unruly behavior.
- (c) Disturbing another person on or in an RTD facility or vehicle by loud or unreasonable noise, including cellular phones.
- (d) Willfully blocking the free movement of another person in an RTD facility or vehicle.  
This prohibition shall not be interpreted to affect any lawful activities permitted or First Amendment rights protected under the laws of this state or applicable federal law, including, but not limited to, laws related to collective bargaining, labor relations, or labor disputes.
- (e) Failing to comply with the warning of a peace officer, fare inspector, security officer, or other designated representative of RTD when engaged in the enforcement of this ordinance related to disturbing another person by loud or unreasonable noise.

**SEC. 100.4. False Identification**

- (a) Knowingly providing false identification to a peace officer, fare inspector, security officer, or other designated representative of RTD when engaged in the enforcement of this ordinance.

**SEC. 100.5. Skateboards and Bicycles**

- (a) Skateboarding, roller skating, bicycle riding, or roller blading in an RTD facility, including a parking structure, or in an RTD vehicle. This prohibition shall not apply to an activity that is necessary for utilization of an RTD facility by a bicyclist, including, but not limited to, an activity that is necessary for parking a bicycle or transporting a bicycle aboard an RTD vehicle, if that activity is conducted with RTD permission in a manner that does not interfere with the safety of the bicyclist or other patrons of RTD.

**SEC. 100.6. Public Decorum**

- (a) Failing to wear a shirt, pants or skirt, and shoes in a manner respectful of others or in a manner unreasonably interfering with the use, operation, or enjoyment of others of an RTD facility or vehicle.

**SEC. 100.7. Smoking and Eating**

- (a) Smoking, eating, or drinking in or on an RTD facility or vehicle in those areas where those activities are prohibited by RTD.

**SEC. 100.8. Solicitation**

- (a) Sale or peddling of any goods, merchandise, property, or services of any kind whatsoever on an RTD facility or vehicle without the express written consent of RTD or its duly authorized representatives.

**SEC. 100.9. Reserved Seating**

- (a) Failing to yield seating reserved for an elderly or disabled person.

**ARTICLE 3: ENFORCEMENT**

**SEC. 200. Initial Review.** Within 21 days from the issuance to a person of a notice of violation of any conduct prohibited under this ordinance, the person may request an initial review of the notice of violation issued by RTD. The request may be made, in accordance with procedures established by RTD, by telephone, in writing, or in person. There shall be no charge for this review. If, following the initial review, RTD is satisfied that the violation did not occur or that extenuating circumstances make dismissal of the notice of violation appropriate in the interests of justice, RTD shall cancel the notice of violation. RTD shall notify, in writing, the person requesting the review of the results of the initial review. If the notice of violation is not dismissed, RTD shall include a reason for that denial, notification of the ability to request an administrative hearing, and notice of the procedure for waiving prepayment of penalty based upon inability to pay.

**SEC. 201. Request for Administrative Hearing.** If the person is not satisfied with the results of the initial review, the person may request an administrative hearing no later than 21 days following the mailing of the results of the initial review. The request may be made by telephone, in writing, or in person. The person requesting an administrative hearing shall deposit the amount due under the notice of violation. The person shall be allowed to request an administrative hearing without payment of the amount due upon satisfactory proof of inability to pay. The administrative hearing shall be held within 90 days following the receipt of the request for administrative hearing. The person requesting the hearing may request one continuance, not to exceed 21 days.

**SEC. 202. Administrative Hearing.** The administrative hearing process shall include all of the following:

- (a) The person requesting a hearing shall have the choice of a hearing by mail or in-person. An in-person hearing shall be conducted within the jurisdiction of RTD at a location designated by RTD. The hearing shall provide an independent, objective, fair, and impartial review of the contested violation(s).
- (b) The hearing shall be conducted before a hearing officer designated to conduct the hearing by and in accordance with procedures established by RTD's General Manager/CEO, or his/her designated representative. In addition to any other requirements of employment, a hearing officer shall demonstrate those qualifications, training, and objectivity prescribed by RTD's General Manager/CEO, or his/her designated representative. The hearing officer's continued employment, performance

evaluation, compensation, and benefits shall not be directly or indirectly linked to the amount of fare evasion or passenger conduct violation penalties imposed by the hearing officer.

- (c) The peace officer, fare inspector, security officer, or RTD representative who issued the notice of violation shall not be required to participate in an administrative hearing. RTD shall not be required to produce any evidence other than the notice of violation. The notice of violation, in proper form, shall be prima facie evidence of the violation.
- (d) Following a determination by the hearing officer that a person committed the violation, the hearing officer may allow payment of the violation penalty in installments or deferred payment if the person provides satisfactory evidence of an inability to pay the penalty in full. The decision of the hearing officer shall include reasons in support of the decision rendered.
- (e) The hearing officer's decision following the administrative hearing may be personally delivered to the person or sent by first class mail.

**SEC. 203. Appeal.** Within 30 days after mailing or personal delivery of the decision of the administrative hearing, the person may seek review by filing an appeal to be heard by the San Joaquin County Superior Court. This appeal shall be heard de novo, except that the contents of the administrative hearing file shall be received in evidence. A copy of the notice of violation shall be admitted into evidence as prima facie evidence of the facts. The appeal shall be conducted as otherwise provided by law.

**SEC. 204. Penalties.** Upon determination that a person committed a violation under which a notice of violation was issued, an administrative penalty shall be imposed that person. RTD shall adopt a penalty schedule of administrative penalties, and any additional procedures in furtherance of the implementation and enforcement of this ordinance. In setting a penalty schedule, RTD shall not establish penalty amounts that exceed the maximum fine amount set forth in California Penal Code Section 640. The schedule and any procedures deemed necessary shall be subject to the approval of the RTD General Manager/CEO, and shall be reviewed, revised, or amended from time to time.

PASSED AND ADOPTED on November 7, 2014, by the following RTD Board of Directors vote:

AYES: Giovanetti, Bauer, Isetti, Singh, Restuccia

NOES: None

ABSENT: None

AMENDED on February 18, 2016, by the following RTD Board of Directors vote:

AYES: Giovanetti, Bauer, Isetti, Singh, Restuccia

NOES: None

ABSENT: None



Attachment C  
Cover Page



**BOARD APPROVED**

**USE OF FIXED ROUTE SERVICES AND TRANSIT FACILITIES, INCLUDING  
PASSENGER CODE OF CONDUCT, EXPRESSIVE ACTIVITIES, AND  
SERVICE SUSPENSION AND EXCLUSION POLICY**

**POLICY NO. AP- 003**



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**USE OF FIXED ROUTE SERVICES AND TRANSIT FACILITIES, INCLUDING PASSENGER  
CODE OF CONDUCT, EXPRESSIVE ACTIVITIES, AND SERVICE SUSPENSION AND  
EXCLUSION POLICY  
SAN JOAQUIN REGIONAL TRANSIT DISTRICT**

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## **I. BACKGROUND**

The San Joaquin Regional Transit District (RTD) is a transit district providing bus service throughout San Joaquin County. Fare evasion and other passenger misconduct occurring within the RTD system of operation have contributed to a loss of fare revenue and a potential perception of an unsafe environment. California state law provides for criminal penalties for fare evasion or passenger misconduct offenses. RTD views passenger safety and a respectful environment as essential to providing a beneficial service to its ridership. To better foster such an environment, RTD believes that the specter of criminal penalty should be removed and replaced with a fair and just administrative process.

In furtherance of this, RTD is setting forth a Use of Fixed Route Services and Transit Facilities, Including Passenger Code of Conduct, Expressive Activities, and Service Suspension and Exclusion Policy (Policy) to set forth the rules that apply to the use of RTD's facilities and vehicles, including for the purpose of engaging in expressive activity and commercial filming. Pursuant to the terms of this Policy, RTD may impose administrative penalties and fees for fare evasion violations and other passenger misconduct in lieu of criminal penalties. In RTD's discretion, it may also subject individuals who violate this Policy to suspension and/or exclusion from RTD buses and/or facilities.

This Policy is adopted pursuant to the authority granted to RTD by the California Penal Code Section 640 and the California Public Utilities Code Sections 50074, 99170, and 99580. It applies only to acts committed on or in a facility or vehicle of RTD.

## **II. EXPRESSIVE ACTIVITY AND COMMERCIAL FILMING**

### **A. Expressive Activity**

No person shall conduct or participate in assemblies or demonstrations, display or post signs or banners, solicit funds, or distribute written pamphlets, flyers, petitions, or other materials (collectively "Expressive Activity") in or on any of the following areas: (1) any bus or van operated by or for RTD, or (2) RTD owned or occupied workshops, offices, maintenance facilities, garages, or any other areas that are not open to the public.

Expressive Activity is authorized on other public property owned or controlled by RTD or in public areas surrounding RTD busses or property so long as the Expressive Activity does not: (1) interfere with access or egress of passengers to and from vehicles, (2) interfere with the access or egress of vehicles to and from bus stops or RTD property, (3) interfere with RTD employees' conduct of their business, or (4) harass, threaten, or coerce any person.

Any person or group that will conduct or participate in an Expressive Activity shall provide RTD with at least 5 business days' notice voluntarily providing the name, address, and telephone number of the person or group, specifying

the proposed Expressive Activity, the date and time of the activity and the number of participants. RTD may impose conditions to avoid injury to persons or property or to assure the safe and orderly use of RTD property. Such conditions may include limitations on the number of participants, the time and duration of the activity, the place of the activity, and safety and security issues involving the activity.

Any person or organization conducting or participating in Expressive Activity will be responsible for the removal of all written material and cleanup of property used for the Expressive Activity. No written materials may be left unattended on RTD controlled or owned property.

No person other than RTD personnel or agents may post flyers, pamphlets, posters, or any other materials in RTD buses or bus shelters.

Nothing in this Policy is intended to abrogate or limit a person or organization's ability to address the RTD Board of Directors in public meetings.

**B. Commercial Filming**

Filming and/or still photography, which does not include filming home videos or still photography by individuals solely for personal use, on RTD property requires a filming permit, payment of a per diem filming fee, and reimbursement for actual costs incurred by RTD due to the filming, including, but not limited to costs of any RTD personnel required to monitor or assist in the filming activity. Requests to film on RTD property will be considered by RTD management on an individual basis.

A filming permit will be issued to the eligible permittee upon approval of RTD management and payment of the applicable per diem charge. RTD management will determine the per diem charge applicable to permittee's project. Permittee must comply with insurance requirements and other conditions applicable to use of RTD property, as set forth by RTD management.

**III. RULES PERTAINING TO THE USE OF RTD'S FACILITIES AND VEHICLES**

**A. Schedule of Prohibited Conduct**

Any person who engages in any prohibited conduct listed in this Section 3-A shall be subject to the issuance of a notice of violation and the imposition of an administrative penalty or suspension/exclusion from RTD facilities and/or vehicles.

1. Evasion of the payment of a fare of the RTD system. Fare evasion includes entering an enclosed area of an RTD facility beyond posted signs

- prohibiting entrance without obtaining valid fare, in addition to entering an RTD vehicle without valid fare;
2. Misuse of a transfer, pass, ticket, or token with the intent to evade the payment of a fare of the RTD system;
  3. Unauthorized use of a discount ticket or failure to present, upon request by RTD or within 72 hours thereafter, acceptable proof of identification or eligibility to use a discount ticket;
  4. Playing an audio device, audible game, cell phone on speaker, musical instrument, or any other sound producing equipment, except when the equipment is connected to earphones that limit the sound to the individual listener, on or in an RTD facility or vehicle. When using earphones, the volume must be lowered such that passengers sitting in adjacent seats will not be bothered by the sounds emanating from the earphones;
  5. Placing one's feet or shoes on seats or furnishings within buses or facilities;
  6. Smoking, or carrying a lighted or smoldering pipe, cigar, cigarette, electronic cigarette, vaping device, or using any tobacco, cannabis, other products on RTD property or buses. Eating or drinking in or on an RTD facility or vehicle in other than those areas where those activities are permitted by RTD;
  7. Drinking or carrying alcohol in an open container in any RTD facility or vehicle;
  8. Sticking or affixing chewing gum onto any surface in a bus or an RTD facility;
  9. Discarding litter other than in designated trash receptacles;
  10. Engaging in behavior that presents a danger to the health, safety, or welfare of the offending customer, other customers, or an RTD employee. Such behavior includes conduct which is violent, seriously disruptive, or illegal, including criminal conduct, as defined in the California Penal Code;
  11. Discharging or activating a laser-emitting device on a transit vehicle or RTD facility, directing such device from a transit vehicle toward another moving vehicle, or directing such a device toward any RTD employee or passenger;
  12. Failure to wear soled foot covering (shoes, flip flops, high heels, etc.) which on an RTD bus or at an RTD facility;
  13. Willfully disturbing others on or in an RTD facility or vehicle by engaging in boisterous, unruly, or harassing behavior that is harmful and intimidating to others, including gum popping, whistling and drumming or pounding;
  14. Hanging or swinging on bars or stanchions, with feet off the floor, inside a transit vehicle or other transit property;
  15. Hanging onto or otherwise attaching oneself at any time to the exterior of a transit vehicle or other transit property;
  16. Disturbing another person on or in an RTD facility or vehicle by loud or unreasonable noise, including the use of cellular phones;

17. Carrying an explosive or acid, flammable liquid, or toxic or hazardous material likely to cause harm to others in an RTD facility or vehicle. Firearms, fireworks, and hoverboards are strictly prohibited on all buses and at all facilities;
18. Possession of alcohol, controlled or hazardous substances, guns, knives, or devices that are weapons or appear capable of being used as a weapon. This provision does not apply to law enforcement personnel;
19. Throwing any object from a vehicle or extending any portion of the body through any window or door of a vehicle in a manner that may cause harm or injury;
20. Urinating, defecating, vomiting, spitting, or inappropriately discharging bodily fluids in an RTD facility or vehicle, except in a lavatory. This prohibition shall not apply to a person who cannot comply as a result of a disability, age, or medical condition;
21. Failing to maintain acceptable standards of personal hygiene, which could expose RTD customers or employees to health and safety risks, or is serious disruptive to the use, operation, or enjoyment of RTD facilities;
22. Other behavior or condition that presents an unacceptable health, safety, or welfare risk to RTD customers or employees;
23. Willfully tampering with, removing, displacing, injuring, defacing, marking with graffiti or inscribed marks, or destroying any part of any RTD facility or vehicle;
24. Willfully blocking the free movement of another person in an RTD facility or vehicle. This prohibition shall not be interpreted to affect any lawful activities permitted or First Amendment rights protected under the laws of this state or applicable federal law, including, but not limited to, laws related to collective bargaining, labor relations, or labor disputes;
25. Blocking an aisle, door, or stairway with one's body or an object, in a way that poses a danger, unreasonably impedes a passenger's movement or displaces a person;
26. Occupying more than one seat. For the courtesy of all other passengers, and to ensure seating availability, personal items are not to be placed on passenger seats;
27. Bringing onto a transit vehicle, any package or other object which blocks an aisle or stairway or occupies a seat, if to do so would, in the bus operator's sole discretion, cause a danger to or displace passengers or expected passengers;
28. Skateboarding, roller skating, bicycle riding, or roller blading in an RTD facility, including a parking structure, or in an RTD vehicle. This prohibition shall not apply to an activity that is necessary for utilization of an RTD facility by a bicyclist, including, but not limited to, an activity that is necessary for parking a bicycle or transporting a bicycle aboard an RTD vehicle, if that activity is conducted with RTD permission in a manner that does not interfere with the safety of the bicyclist or other patrons of RTD;

29. Failure to comply with the Expressive Activity requirements described in Section 2.1.
30. Failure to comply with the Commercial Filming requirements described in Section 2.2.
31. Soliciting, advertising, selling, peddling or distributing of any goods, merchandise, property, or services of any kind whatsoever on or at an RTD facility or vehicle without the express written consent of RTD or its duly authorized representatives;
32. Bringing an animal into an RTD facility or vehicle unless:
  - 1) the animal is in a secure carrier specifically designed for transporting animals,
  - 2) the animal is a certified police dog and is accompanied by a peace officer, or
  - 3) the animal is a service animal as defined by the Americans with Disabilities Act (ADA).
33. Failing to maintain control of an animal or allowing an animal to deprive a passenger of a seat or to block an aisle;
34. Failure to promptly remove animal waste from RTD facilities and vehicles;
35. Allowing an animal to run at large without a leash, to unreasonably disturb others, or obstruct the flow of passenger or bus traffic;
36. Harassing or abusing an RTD employee or customer because of that person's race, nationality, sexual orientation, or other protected classification;
37. Sexually harassing any RTD employee or customer;
38. Engaging in disruptive behavior by customers who are temporarily unable to care for themselves due to illness or intoxication (alcohol, drugs, or other intoxicating substances), which interferes with the safe and smooth operation of the system;
39. Verbal, threatening, violent, or physical abuse of RTD employees or customers. This includes engaging in or soliciting another person to engage in lewd conduct;
40. Disregard of, or failure to follow, a reasonable request made by RTD Security or an RTD employee;
41. Camping, laying down, or sleeping in or on RTD property, including bus stops and bus shelters; storing personal property (unless such property is being taken on the bus (e.g. luggage)) on benches, floors, or other areas of RTD transit property;
42. Failure to disembark the bus at the end of the line (bus layover);
43. Loitering at an RTD facility, including bus stops and bus shelters. No one shall be allowed in an RTD facility, including bus stops and bus shelters, without a valid bus fare, or other bona fide purpose related the RTD transit services or vendors in RTD facilities;
44. Use of RTD transit facility public restrooms by non-RTD patrons, RTD employees and patrons of authorized vendors at the transit facility;

45. Soliciting, advertising, selling or distributing goods or services on transit property, except as authorized by RTD or its agents; or
46. Engaging in or soliciting another person to engage in prostitution or other illicit activity.

#### **IV. ENFORCEMENT PROCEDURES**

Any person who engages in any of the prohibited conduct listed in Section 3.1 of this Policy is subject to a notice of violation and imposition of an administrative fee or penalty or subject to suspension/exclusion. Enforcement of any provisions of this Policy involving the payment of any administrative fees, penalties or other amounts shall be according to the procedures set forth in the California Public Utilities Code Section 99580 et seq.

##### **A. Administrative Penalties/Fines**

A person who violates this Policy is subject to a notice of violation and imposition of any and all remedies, fines, damages, and penalties available by law (including suspension and exclusion from RTD facilities and vehicles). Enforcement of any provisions of this Policy involving the payment of any fees, penalties or other administrative amounts, shall be pursuant to the authority and according to the procedures, herein and as set forth in the California Public Utilities Code including section 99580 et seq. Parents or guardians shall also be responsible, in addition to the minor, for any fees, penalties, or fines incurred or damages caused by their minor in connection with a violation of this Policy.

##### **B. Schedule of Penalties**

RTD shall adopt a schedule of administrative penalties, and any additional procedures in furtherance of the enforcement of this Policy. In setting a schedule of administrative penalties, RTD shall not establish penalty amounts that exceed the maximum fine amount set forth in California Penal Code Section 640. The schedule and any procedures deemed necessary shall be subject to the approval of the General Manager/CEO, or a designated representative, and shall be reviewed, revised, or amended from time to time.

##### **C. Suspension/Exclusion**

Service may be suspended, and the passenger may be removed from the bus and/or facility(ies), if a passenger engages in prohibited conduct set forth in Section 3.1. Based upon the seriousness of the passenger's conduct, prior experiences with the passenger and, taking into account information presented by the involved passenger and RTD employees, RTD will determine the length of the suspension or determine whether exclusion from service is warranted. Failure to comply with an exclusion determination may result in fines, a citation for criminal trespass, and any other applicable criminal and civil penalties.

(1) Notice of Suspension/Exclusion

A Notice of Suspension/Exclusion will, if possible, be mailed to the involved passenger. If service of the Notice of Suspension/Exclusion on the passenger cannot be accomplished by regular mail, RTD may use other methods of obtaining service on the passenger, including hand-delivery.

(2) Appeal

Passengers may present information opposing a suspension or exclusion by contacting the CEO or designee at 421 E Weber Ave Stockton, Ca 95202. Information concerning the passenger's right to present opposing information will be included in the Notice of Suspension/Exclusion.

(3) Additional Remedies

RTD reserves the right to pursue all remedies at law, but not limited to, enlisting the services of local law enforcement, petitioning the Superior Court for a Temporary Restraining Order (TRO) and/or seeking a permanent injunction in appropriate cases.





Attachment D  
Cover Page

RESOLUTION NO. \_\_\_\_\_  
DATED: JUNE 16, 2023

RESOLUTION ADOPTING THE USE OF FIXED ROUTE SERVICES AND TRANSIT  
FACILITIES, INCLUDING PASSENGER CODE OF CONDUCT, EXPRESSIVE ACTIVITIES,  
AND SERVICE SUSPENSION AND EXCLUSION POLICY

WHEREAS, San Joaquin Regional Transit District (RTD) was created pursuant to the "San Joaquin Regional Transit District Act" as codified in Public Utilities Code sections 50000 *et seq.*; and

WHEREAS, the RTD Board of Directors may take all actions necessary for the proper administration of the district; and

WHEREAS, staff proposes the adoption of a policy regarding the use of fixed route services and transit facilities, including passenger code of conduct, expressive activities, and service suspension and exclusion in accordance with the policy attached to the Resolution as Attachment A.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the RTD Board of Directors as follows:

- 1) That the San Joaquin Regional Transit District hereby adopts the Use of Fixed Route Services and Transit Facilities, Including Passenger Code of Conduct, Expressive Activities, and Service Suspension and Exclusion Policy attached hereto as Attachment A.
- 2) That Attachment A shall be posted on Metro's website and available for examination by interested persons at RTD's Downtown Transit Center located at 421 East Weber Avenue, Stockton, California.
- 3) That the Passenger Code of Conduct Policy (approved February 14, 2014 and amended January 15, 2016) and the Passenger Code of Conduct Ordinance (Ordinance No. 001) are hereby rescinded.
- 4) That the Chief Executive Officer is authorized to execute all documents on behalf of RTD for the implementation of Attachment A and to take such actions as may be necessary to give effect to this Resolution.



**LEAD STAFF: MALIKA L. MCGEE, DIRECTOR OF HUMAN RESOURCES**

**I. RECOMMENDED ACTION**

Adopting a revision to the San Joaquin RTD Drug and Alcohol-Free Workplace Policy.

**II. SUMMARY**

- San Joaquin Regional Transit District (RTD) is committed to providing a safe, reliable, and efficient transportation system for the region.
- RTD's Drug and Alcohol-Free Workplace Policy is intended to comply with all applicable State and Federal regulations governing workplace anti-drug use and alcohol misuse programs in the transportation industry.

**III. DISCUSSION/BACKGROUND**

The purpose of The Department of Transportation (DOT) 49 CFR Part 655.1 is to establish programs to be implemented by employers that receive financial assistance from the Federal Transit Administration (FTA) and by contractors of those employers that are designed to help prevent accidents, injuries, and fatalities resulting from the misuse of alcohol and use of prohibited drugs by employees who perform safety-sensitive functions.

Under DOT 49 CFR Part 655.4, a covered employee means a person, including an applicant or transferee, who performs or will perform a safety-sensitive function for an entity subject to this part.

Safety-sensitive function means any of the following duties when performed by employees of recipients, sub-recipients, operators, or contractors:

- (1) Operating a revenue service vehicle, including when not in revenue service.
- (2) Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License.
- (3) Controlling dispatch or movement of a revenue service vehicle.
- (4) Maintaining (including repairs, overhaul, and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. 5307 or 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. 5311 and contracts out such services.
- (5) Carrying a firearm for security purposes.

RTD's current Drug and Alcohol-Free Workplace Policy was last revised in 2018. To ensure compliance with DOT 49 CFR Part 655.4, the current policy requires the following revisions:

Section C: Designated Employer Representative

- This section needs to reflect the physical address of the Downtown Transit Center due to RTD transitioning away from using a PO Box for all incoming mail.

Section E: Covered Employees

- RTD is required to include all Van Go! Operators to this section as these positions are now defined as safety-sensitive.
- RTD staff recommend removing the Chief Operating Officer and Dispatcher positions from this section as these positions are not defined as safety-sensitive.

Section F: Prohibited Behavior and Conduct

- RTD staff needs to include language to reference that employees are required to notify RTD in writing within five days of any criminal conviction which occurs as a result of an incident which happened in the workplace or while on duty.

**IV. STRATEGIC PLAN PRIORITIES ALIGNMENT**

This recommendation aligns with the Board's Strategic Priority 1.

1. Employees
2. Customers
3. Financial Health
4. Operations Excellence
5. Community Relations
6. Innovation

**V. FINANCIAL CONSIDERATIONS/IMPACT**

N/A

**VI. CHANGES FROM COMMITTEE**

N/A

**VII. ALTERNATIVES CONSIDERED**

N/A

**VIII. ATTACHMENTS**

**Attachment A:** Drug and Alcohol-Free Workplace Policy  
**Attachment B:** Resolution

Prepared by: Malika L. McGee

**IX. APPROVALS**

Financial Impact Approved:  
Robert Kyle, CFO

A black ink signature, appearing to be "R. Kyle", written over a horizontal line.

Alex Clifford, CEO

A blue ink signature, appearing to be "Alex Clifford", written over a horizontal line.



Attachment A  
Cover Page



**BOARD APPROVED**

**DRUG AND ALCOHOL-FREE WORKPLACE POLICY**

**POLICY NO. AP - 004**

DRAFT

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## DRUG AND ALCOHOL-FREE WORKPLACE POLICY SAN JOAQUIN REGIONAL TRANSIT DISTRICT

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San Joaquin Regional Transit District (RTD) is committed to providing a safe, reliable, and efficient transportation **system for the region. One of our core values is to create a safe and responsible environment for our employees, our customers, and our community.** We recognize that our employees' use of illegal drugs and misuse of alcohol would pose a significant risk to public safety, reduce productivity in the workplace, and negatively affect the employees' health and wellness. In view of this, RTD has adopted the following Drug and Alcohol-Free Workplace Policy and program that is applicable to all employees and contractors, and which is further supplemented by the Drug and Alcohol-Free Workplace Plan.

### **A. Policy Goal**

- Protect our employees, passengers, and the public from the safety and health risks posed by the misuse of alcohol and use of prohibited drugs
- Create a work environment free from the adverse effects of drug abuse and alcohol misuse
- Ensure employees' fitness for duty
- Deter and detect employees' use of illegal drugs and misuse of alcohol
- Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances
- Encourage employees to seek professional assistance anytime personal problems, including drug or alcohol dependency, adversely affect their ability to safely perform their assigned duties
- Discipline employees who violate the policy, up to and including termination of employment

### **B. Policy Compliance**

This policy is intended to comply with all applicable State and Federal regulations governing workplace anti-drug use and alcohol misuse programs in the transportation industry. They include DOT 49 CFR Part 40, as amended ("Procedures for Transportation Workplace Drug and Alcohol Testing Programs"); FTA 49 CFR Part 655 ("Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations"); DOT 49 CFR Part 29 ("Drug-Free Workplace Act of 1988"); and CA Govt. Code Section 8350, *et seq.* ("Drug-Free Workplace Act of 1990"). This policy incorporates the requirements of the above regulations for safety-sensitive employees and others when so noted.

**NOTE:** Additional requirements and/or disciplinary actions established under RTD's authority are entered in **bold and *italics* type**.

### **C. Designated Employer Representative**

Any questions about this policy or any aspect of RTD's drug and alcohol-free workplace plan should be directed to the following designated employer representative:



Director of Human Resources Department  
PO Box 2010421 East Weber Ave  
Stockton, CA 95202-1  
(209) 943-1111

#### **D. Applicability**

Unless otherwise noted in specific provisions, this policy applies to **all employees** (including contract employees) regardless of their functions. **The application of this policy to non-safety-sensitive employees comes under RTD's own authority.**

**Visitors, invitees, and vendors are prohibited from entering the premises and from conducting any work on behalf of RTD when illegal substances are present in their system, or the odor of alcohol is present on their breath.** This policy applies to off-site lunch periods or other authorized breaks when an employee is scheduled to return to work or is on-call.

Contractors who provide safety-sensitive work for RTD (e.g. paratransit service) are not covered by this policy; they are required to have a drug and alcohol-testing program that complies with the minimum requirements of Part 40 and Part 655 and RTD requirements for employees who perform work at RTD premises.

#### **E. Covered Employees**

As a condition of employment, **all employees** are required to submit to drug and alcohol tests administered in accordance with 49 CFR Parts 40 and 655. **Non-safety-sensitive employees are covered under RTD's own authority.** A refusal to submit to a test as directed will be considered a positive test result and the employee will be subject to all the attending consequences as stated in this policy.

As defined by the FTA, safety-sensitive employees include those who perform, or may be called upon to perform, any of the following safety-sensitive functions.

1. Operating a revenue service vehicle, even when it is not in revenue service
2. Operating a non-revenue service vehicle which is required to be operated by a Commercial Driver's License (CDL) holder
3. Controlling dispatch or movement of a revenue service vehicle
4. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service
5. Carrying a firearm for security purposes

Supervisors are considered safety-sensitive only if they perform, or may be called upon to perform, any of the above safety-sensitive functions.

RTD has analyzed actual job duties performed, or may be called upon to perform, by all of its employees and has determined that the job classifications listed below are considered safety-sensitive for the purposes of this policy:

- Training Supervisor

- Transportation Supervisor
- Maintenance Supervisor
- ~~Dispatcher~~
- Superintendent of Operations
- ~~Chief Operating Officer~~
- Bus Operator
- Mechanic
- Utility Worker
- ~~Van GO!~~
- Contracted maintenance personnel who maintain revenue service vehicles or equipment used in revenue service
- Contracted transit services personnel

## **F. Prohibited Behavior and Conduct**

Any employee engaging in the manufacture, distribution, sale, dispensing, possession, or use of prohibited substances on RTD premises, in transit vehicles, in uniform on or off duty, or while on RTD business is in violation of this policy and will be subject to the disciplinary process, up to and including termination. Law enforcement shall be notified where criminal activity is suspected.

Employees also are required to notify RTD in writing within five days of any criminal drug conviction which occurs as the result of an incident which happened in the workplace or while on duty. Failure to notify RTD as required shall subject the employee to disciplinary action, up to and including termination. *RTD is required to contact the FTA within ten days of notification of any criminal drug conviction.*

### **1. Illegal Drugs**

Prohibited drugs – Marijuana, Cocaine, Opioids (codeine, heroin, morphine, oxycodone, oxymorphone, hydrocodone, hydromorphone), Amphetamines (amphetamine, methylenedioxy-methamphetamine (MDMA), methylenedioxyamphetamine (MDA), Phencyclidine (PCP) –are always illegal. Employees are prohibited from consuming any of them at all times, on or off duty. Employees may be tested for illegal drugs anytime they are on duty or subject to duty.

### **2. Prescription or Over-The-Counter Medications**

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, safety-sensitive employees must notify their manager if their medication has a warning label that mental functioning, motor skills, or judgment may be adversely affected. In such instances, they may not perform any safety-sensitive function. If the medication is being used in accordance with the instructions of a physician who has provided a written determination that the substance will not adversely affect the employee's ability to safely perform safety-sensitive duties, they may perform their regular safety-sensitive functions. It is the employee's responsibility -- with help from their physician or practitioner -- to determine whether the substance may impair job performance. Failure to immediately report the use of impairing drugs or failure to provide valid evidence of

medical authorization will result in disciplinary action, up to and including termination.

**A prescription is considered valid only if it is in writing and indicates the employee's name, date, the name of the substance, quantity, or amount to be taken, and the period of authorization. Controlled substances obtained illegally outside the United States are not considered valid medical prescriptions under this policy. It is a violation of this policy to use any controlled substance in a manner that is inconsistent with the prescription.**

### **3. Alcohol**

Safety-sensitive employees are prohibited from consuming alcohol in any form under the following circumstances:

- While performing safety-sensitive functions
- Within four hours prior to performing safety-sensitive functions
- While they are on call
- Within eight hours following an accident requiring a post-accident alcohol test, unless the test was completed within 8 hours

If an employee on call discloses alcohol consumption when called for duty, RTD may require the employee to report to the collection site for alcohol testing to determine ability to perform a safety-sensitive function. If the employee tests below 0.02, they may be required to report to work.

In addition, RTD prohibits possession and/or use of alcoholic beverages by any employee while on RTD property or in RTD vehicles regardless of whether the employee is on or off duty. **Under its own authority, RTD may perform an alcohol test anytime an employee is on duty.** An alcohol test is considered positive if the employee's alcohol concentration rate, as measured by an evidential breath-testing device, is at 0.04 or greater.

## **G. Circumstances Leading to Testing**

### **1. Pre-Employment Testing**

**All** candidates for employment or any employee transferring from a non-safety-sensitive to a safety-sensitive position will be required to undergo pre-employment (post-offer) drug and **alcohol tests** at a time and place designated by RTD.

If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass the test with a verified negative result.

An employee who has not performed any safety-sensitive function for at least 90 consecutive calendar days (regardless of the reason), and has been out of the random testing pool during that period, must pass a pre-employment drug and **alcohol test** before they are allowed to return to safety-sensitive work.

### **2. Reasonable Suspicion Testing**

It is the responsibility of any employee who observes or has knowledge of another employee or contractor in a condition which may impair their ability to safely and effectively perform their duties (or pose a safety hazard to self or others) to promptly report the incident to their supervisor (or any supervisor if the immediate supervisor is not available).

Whenever a supervisor (or other RTD official) has reason to believe that an employee has used a prohibited drug and/or engaged in alcohol misuse, reasonable testing will be conducted.

Suspicion is not considered reasonable (and thus not a basis for testing), if it is based solely on the observations and reports of third parties, a violation of a safety rule, or occurrence of an unsafe work incident. However, such suspicion may be a basis for further investigation or for action to protect the safety of patrons, such as ordering the employee to stop work.

FTA rule requires that a reasonable suspicion alcohol test be conducted only if the reasonable suspicion observation is made just before, during, or just after the employee's performance of safety-sensitive function. **However, under RTD's own authority, a reasonable suspicion alcohol test may be performed any time the employee is on duty.** If the alcohol test is not conducted within two hours, the reason for the delay must be documented and kept in the employee's reasonable suspicion test file. All attempts to complete the alcohol test must cease after eight hours.

### 3. **Post-Accident Testing**

**Any** employee operating a mass transit vehicle or **other RTD-owned vehicle** at the time of an accident shall be required to submit to drug and alcohol tests as soon as practicable after the accident. For purposes of this policy, "accident" is defined as an accident involving a mass transit vehicle **or other RTD-owned vehicle** where the result is:

- An individual dies
- An individual suffers a bodily injury and immediately receives medical treatment away from the scene, unless the safety-sensitive employee can be completely discounted as a contributing factor.
- The vehicle (if bus, electric bus, van, or automobile) or any other vehicle(s) involved in the accident suffers disabling damage as a result of the accident and is transported away from the scene by a tow truck or other vehicle, unless the safety-sensitive employee can be completely discounted as a contributing factor.

In addition, any other safety-sensitive employee whose performance could have contributed to the accident, as determined by RTD using the best information available at the time of the decision, will be tested.

If RTD is unable to perform post-accident tests within the required period of compliance, RTD will use the post-accident test results administered by State or local law enforcement personnel under their own authority, provided the test results are obtained by RTD.

#### **4. Random Testing**

Random drug and alcohol tests for safety-sensitive employees are required to be unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at [www.transportation.gov/odapc/random-testing-rates](http://www.transportation.gov/odapc/random-testing-rates).

The random selection will be conducted using a scientifically valid method, such as a random number table or a computer-based random number generator, which gives each covered employee an equal chance of being selected every time a selection is made. As is the nature of the random method, it is possible that some employees will be selected several times in one year, and other employees not for several years. Management does not have any discretion on who will be selected.

FTA rule requires that a random alcohol test be conducted just before, during, or just after the employee's performance of safety-sensitive function. **However, under RTD's own authority, a Non-DOT random alcohol test may be performed any time the employee is on duty.**

#### **5. Return-To-Duty Testing**

As a part of the return-to-duty process, an employee will be tested and must obtain a verified negative return-to-duty drug and alcohol test.

#### **6. Follow-Up Testing**

In addition to the Return-to Duty test described above, an employee who previously tested positive, or refused to take a required test, shall be subject to follow-up testing for drugs and/or alcohol, as prescribed by the SAP, for a minimum period of twelve months to a maximum of five years. As mandated by the FTA, the employee shall undergo at least six follow-up tests during the first twelve months of their return to work. Although they are both unannounced, follow-up testing is apart and separate from random testing. The SAP will designate the duration and frequency of testing, but employee's manager or supervisor will decide the actual follow-up testing dates. **The employee is responsible for payment of all costs associated with follow-up testing.**

#### **7. Commercial Driver's License (CDL) Testing**

**Under RTD's own authority, drug and alcohol tests will be conducted as part of the biennial medical recertification for employees who are required to have a commercial driver's license (CDL).**

#### **H. Drug and Alcohol Testing Procedures**

All DOT drug and alcohol tests required under this policy will be administered in accordance with 49 CFR Part 40, as amended.



Throughout the testing process, the privacy of the employee will be protected and the integrity and validity of the process will be maintained. The drug testing procedure will include a split-specimen collection method and a federal Custody and Control Form with a unique identification number to ensure that the correct test result is attributed to the correct employee. An initial screening test using an immunoassay technique will be performed. If the specimen is positive for one or more of the drugs tested, then a confirmation test will be performed using the state-of-the-art gas chromatography/mass spectrometry (GC/MS) analysis. If the test is confirmed positive, the MRO will conduct a verification process, which includes giving the employee an opportunity to provide a valid medical explanation for the positive test result.

Additionally, the laboratory may conduct analyses to determine if a urine specimen has been adulterated, tampered with, or diluted. If the MRO reports a "negative-dilute" test result, the employee will be required to take a second test (not observed) with no advance notice.

If the laboratory reports to the MRO an "Invalid Result" or "Rejected for Testing" (because of a fatal or uncorrectable flaw), a recollection may be required by the MRO, and depending on the circumstances, the recollection may be directly observed.

Tests for alcohol concentration will be conducted using an alcohol screening device and an evidential breath testing (EBT) device if the screen test is at 0.02 BAC or greater. A DOT Alcohol Testing Form will be used and a unique sequential number will be assigned to each test.

Detailed drug and alcohol specimen collection procedures are available upon request from the contact person identified in Section C of this policy.

**G. Refusal to Test:** Includes circumstances or behaviors such as:

- Failure to appear for any test (except a pre-employment test for new hires) at the collection site in the time allotted.
- Failure to remain at the testing site until the testing process is completed, except in pre-employment testing for new hires where leaving the site before the testing process begins is not deemed to be a test refusal.
- Failure to provide a urine, breath, or saliva specimen as required by DOT Part 40.
- Failure to permit the observation or monitoring of specimen collection when it is required.
- Failure to provide a sufficient amount of urine or breath specimen without a valid medical explanation.
- Failure or refusal to take a second test when required.
- Failure to undergo a medical evaluation when required. In the case of a pre-employment test, the individual is deemed to have refused to test only if the pre-employment test is conducted following a contingent offer of employment.
- Failure to cooperate with the testing process. (Examples: refusal to empty pockets when requested, or behaving in a confrontational manner that disrupts the collection process, failure to wash hands after being directed to do so by the collector).
- Failure to follow the instructions given in an observed collection to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to

determine if there is any type of prosthetic or other device that could be used to interfere with the collection process.

- Possess or wear a prosthetic or other device that could be used to interfere with the collection process.
- Admit to the collector or MRO that the specimen is adulterated or substituted.
  - As an employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.
  - As an employee, if you refuse to take a drug test, you incur the consequences specified under DOT agency regulations for a violation of those DOT agency regulations.
- In alcohol testing, refusal to sign Step 2 of the Alcohol Test Form.
- Leaving the scene of the accident without just cause prior to submitting to a test.

Note: A refusal to test is equivalent to a positive test result.

## **I. Consequence / Discipline**

Any safety-sensitive employee who has a verified positive drug test result, an alcohol concentration of **0.02** or above, or refuses to submit to a drug or alcohol test (including adulteration or substitution) shall be:

- Immediately taken out of safety-sensitive duty
- Referred to a SAP for evaluation, education or treatment and provided educational materials

**Under RTD's own authority, non-safety-sensitive employees also may be removed from duty, referred to a SAP, and be subject to discipline.**

FTA regulations allow individual employers to determine the discipline to be imposed on employees who violate the DOT/FTA regulations or company policy. **RTD's discipline policy is as follows:**

- A. A first alcohol test at 0.02 to 0.039 will result in suspension and a final warning. A second violation at this alcohol concentration will result in termination.**
- B. A first positive drug test result, test refusal, or alcohol test result of 0.04 BAC or greater may result in immediate termination.**
- C. Other policy violations (e.g., failure to report the use of impairing medications, or failure to immediately report an accident) will subject the employee to disciplinary action, up to and including termination.**

**Signed** \_\_\_\_\_ **Date:** \_\_\_\_\_



Attachment B  
Cover Page



RESOLUTION NO. \_\_\_\_  
DATED: JUNE 16, 2023

RESOLUTION ADOPTING THE REVISIONS TO THE SAN JOAQUIN RTD DRUG AND  
ALCOHOL-FREE WORKPLACE POLICY

WHEREAS, the Board of Directors are required to approve the San Joaquin RTD Drug and Alcohol-Free Workplace Policy; and

WHEREAS, in order to ensure compliance with DOT 49 CFR Part 40, as amended ("Procedures for Transportation Workplace Drug and Alcohol Testing Programs"), RTD needs to revise the Drug and Alcohol-Free Workplace Policy to reflect the following:

Section C: Designated Employer Representative

- This section needs to reflect the physical address of the Downtown Transit Center due to RTD transitioning away from using a PO Box for all incoming mail.

Section E: Covered Employees

- RTD is required to include all Van Go! Operators to this section as these positions are now defined as safety-sensitive.
- RTD staff recommend removing the Chief Operating Officer and Dispatcher positions from this section as these positions are not defined as safety-sensitive.

Section F: Prohibited Behavior and Conduct

- RTD staff needs to include language to reference that employees are required to notify RTD in writing within five days of any criminal conviction which occurs as a result of an incident which happened in the workplace or while on duty.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the RTD Board of Directors that the Drug and Alcohol-Free Workplace Policy be approved and adopted on June 16, 2023.



**LEAD STAFF:** **DÁMARIS E. GALVAN, SERVICE DEVELOPMENT  
MANAGER**

**I. RECOMMENDED ACTION**

Approve the sixth amendment of the interagency agreement between the City of Ripon and San Joaquin Regional Transit District (RTD) for operation assistance of Ripon's transit services.

**II. SUMMARY:**

- On November 20, 2012, RTD and the City of Ripon entered into an agreement for operation assistance of Ripon's transit services (Agreement).
- The agreement has gone through five amendments to date.
- Amendment 6 of the agreement includes extension of service term for one year, compensation rate adjustment, and a new indemnification clause that will replace limited liability section entirely.

**III. DISCUSSION/BACKGROUND**

The current transit service agreement between RTD and City of Ripon will expire on June 30, 2023. RTD and City of Ripon agreed to extend the agreement till June 30, 2024. Therefore, amendment 6 is required to continue providing operation assistance to City of Ripon. RTD updated the hourly billing rate from \$42.72 to \$61.50 to recover full-service costs. Attachment B illustrates how RTD calculated the new hourly billing rate. A new indemnification clause has been added to clarify who will be responsible for third party claims. "Limited liability" section will be entirely replaced with the indemnification clause described in Amendment 6. Both parties have agreed to all these changes.

Amendment 6 extends the service agreement through June 30, 2024, in prevision of potential pricing changes in calendar year 2024 due to the County Services Contract going out for competitive bid.

**IV. STRATEGIC PLAN PRIORITIES ALIGNMENT**

This recommendation aligns with the Board's Strategic Priorities 1, 2, and 5. Strategic Priorities:

1. Employees
2. Customers
3. Financial Health

4. Operations Excellence
5. Community Relations
6. Innovation

**V. FINANCIAL CONSIDERATIONS/IMPACT**

RTD updated the hourly billing rate from \$42.72 to \$61.50 to recover full-service costs. The total compensation, including reimbursable costs and expenses, to be paid by City of Ripon to RTD under this Agreement shall not exceed \$50,000 for a 12-month period.

**VI. CHANGES FROM COMMITTEE**

N/A

**VII. ALTERNATIVES CONSIDERED**

N/A

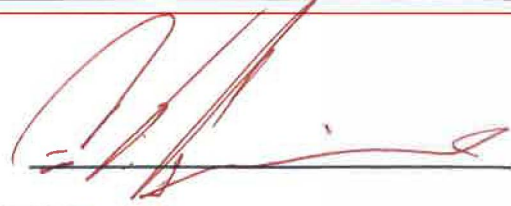
**VIII. ATTACHMENTS**

**Attachment A:** Original agreement and amendments 1-6 of the agreement  
**Attachment B:** New Hourly Billing Rate  
**Attachment C:** Resolution

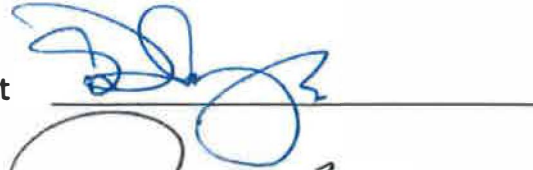
Prepared by: Dámaris E. Galvan, Service Development Manager

**IX. APPROVALS**

Executive Manager Approved:  
Ciro Aguirre, COO



Procurement:  
Sylvester Donelson, Director of Procurement



Financial Impact Approved:  
Robert Kyle, CFO



Alex Clifford, CEO





Attachment A  
Cover Page

**AN INTERAGENCY AGREEMENT BETWEEN THE CITY OF RIPON AND SAN  
JOAQUIN REGIONAL TRANSIT DISTRICT FOR OPERATION ASSISTANCE OF  
RIPON'S TRANSIT SERVICES**

**Contract No. 2012-022-5**

This Interagency Agreement, hereinafter referred to as "the Agreement," is made and entered into at Stockton, California, as of the 20<sup>th</sup> day of November, 2012, between SAN JOAQUIN REGIONAL TRANSIT DISTRICT, a public transit district, hereinafter referred to as "RTD," and CITY OF RIPON, a municipal corporation, hereinafter referred to as "CITY."

**WITNESSES THAT:**

WHEREAS, RTD is a transit district providing transportation service in the County of San Joaquin, State of California, as provided in the San Joaquin Regional Transit District Act, set forth in the Public Utilities Code of the State of California, commencing with Section 50,000; and,

WHEREAS, CITY has requested RTD to assist it in providing necessary operational, technical, and administrative services with respect to its transit service; and,

WHEREAS, as a part of its own service, RTD operates both a demand response service and a fixed route transit service and has the experience and resources necessary to meet CITY's transit operational needs; and,

WHEREAS, Section 50185 of the San Joaquin Regional Transit District Act allows RTD to enter into contracts with any City, public agency or public utility operating transit facilities, either wholly or partially within, or without, RTD; and,

WHEREAS, while CITY is located entirely within the boundaries of RTD's service area, RTD has no obligation or authority to provide intra-CITY bus service within the CITY; and,

WHEREAS, on October 3, 1983, the Board of Directors of RTD (then known as the Stockton Metropolitan Transit District) adopted Resolution No. 2602 committing RTD's services and resources to helping all public agencies and non-profit social service agencies provide efficient transportation services.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties hereto as follows:

1. **TERM OF CONTRACT:** The term of this contract is set forth in Exhibit "A," attached hereto and incorporated herein.



2. RETENTION OF RTD; SCOPE OF SERVICES: RTD shall perform the work as may be required to complete the services described in Exhibit "A," and at such place or places as may be necessary and/or appropriate to complete the contract. RTD agrees during the term of this Contract to perform such work and devote its best efforts, attention, skills and energies as necessary to complete the work required by the Scope of Services, set forth in Exhibit "A," attached hereto.

3. METHOD OF PERFORMING SERVICES: RTD will determine the method, details, and means of performing the above-described services.

4. COMPENSATION: In consideration for the services to be performed by RTD, CITY agrees to pay RTD the sum or sums and at the times set forth in Exhibit "A," attached hereto.

5. ADMINISTRATION OF AGREEMENT: The CITY's Engineering Department shall administer this Agreement for and on behalf of CITY through the CITY's Transit Coordinator or designee as assigned by the City Engineer.

6. RTD PROJECT MANAGEMENT: The person serving as RTD's Project Manager under this Agreement shall be RTD's Director of Operations, or designee. In addition, RTD shall designate in writing to CITY an agent authorized to bind RTD in all aspects of RTD's performance of this Agreement, who shall be available at all times, either by phone or in person, to make decisions or provide coordination as necessary.

The above individuals shall be responsible for monitoring all aspects of the service, including, but not limited to, ridership, quality of service, fare collection, operations, maintenance and repairs, attitudes, motivation, and performance of all personnel.

7. OBLIGATIONS OF RTD: RTD agrees to devote such time as may be necessary to perform the above-described services, within the agreed upon time periods. CITY understands RTD operates transit services within San Joaquin County, and therefore RTD may represent and perform such services for itself and for such additional clients, persons, or companies as RTD, in RTD's sole discretion, sees fit.

8. HOURS DURING WHICH SERVICES MAY BE PERFORMED: Except as may be otherwise provided in Exhibit "A," RTD agrees to perform the above-described services within and beyond the CITY's boundaries and during such times, as the CITY and RTD shall mutually agree, either in this Contract or hereafter.

9. TOOLS AND INSTRUMENTALITIES: RTD will supply all tools, vehicles and other instrumentalities required for performing its services under this Agreement, except as may otherwise be agreed to by the parties.

10. INDEPENDENT CONTRACTOR: In the performance of services under this Agreement, RTD shall act as an independent contractor and not as an employee or



agent of CITY. Nothing herein shall be construed or deemed to create the relationship of employer/employee or principal/agent between RTD and the CITY. Directions issued by CITY to RTD only relate to the objectives to be achieved and not the actual means to accomplish such objectives. RTD shall assume all responsibility for federal and state income tax withholding for its employees, including, but not limited to, the Federal Income Tax (FIT), State Income Tax (SIT), Federal Insurance Contributions Act (FICA), State Unemployment Insurance (SUI), and, if applicable, State Disability Act (SDI), and any other deductions from income that RTD is required to make as the employer of its employees. RTD hereby agrees to indemnify and hold CITY, its officers, and employees harmless from any and all claims that may be made against CITY based upon any contention by any employee of RTD or by any third party, including, but not limited to, any state or federal agency, that an employer-employee relationship, or a substitute thereof, exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any obligation under the Agreement. The foregoing indemnity provision shall not alter CITY'S indemnity obligations set forth in this Agreement.

11. NO JOINT VENTURE: This Agreement shall not create among the Parties a joint venture, partnership, or any other relationship of association.

12. NOTICE OF DEFICIENCIES: CITY may issue a Notice of Deficiencies to RTD, specifying areas of unsatisfactory performance, and specifying what improvements are necessary to correct the deficiency or deficiencies. Such notice shall specify the provision(s) of Agreement, which address the issue. RTD shall correct the deficiency or deficiencies within reasonable time limits specified by CITY not to exceed 30 days unless agreed to in advance by CITY in writing.

13. FORCE MAJEURE: RTD shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of RTD. Such events may include, but are not restricted to, the following: Acts of God; fire, epidemics, earthquake, flood, natural disasters or acts of government; riots, strikes, war or civil disorder; or unavailability of fuel. RTD shall not be entitled for compensation for any service, the performance of which is excused pursuant to this paragraph. In the event that RTD is unable to provide the services indicated due to any such cause, it shall make a reasonable attempt to notify the public, including notification to local radio stations, local newspapers and televisions stations. Whenever RTD has knowledge that any actual or potential *force majeure* may delay or prevent performance under the Agreement, RTD will notify the CITY of the fact, and thereafter shall report to the CITY all relevant information then known to RTD, and shall continue to so report.

14. NO CONFLICTING USES: RTD shall not operate, lease or charter CITY-provided equipment used for any purpose other than pursuant to this Agreement, unless specifically authorized in writing by CITY.



15. CONFIDENTIALITY: In connection with RTD's activities on behalf of CITY under this Agreement, RTD may be given access to certain proprietary or confidential information. RTD agrees to preserve in strict confidence all such information except as authorized by duly authorized representatives of CITY.

16. INSURANCE:

- A. General Liability: RTD shall obtain and maintain a standard commercial general liability policy providing bodily injury and property damage insurance with coverage limits of not less than Two Million Dollars (\$2,000,000.00) per each occurrence and in the aggregate, insuring against any and all liability of RTD. RTD shall provide the CITY with a certificate of insurance, naming the CITY as an additional insured, which shall provide that the insurance may not be canceled or the coverage reduced without providing the CITY a minimum of thirty (30) days' prior written notice of such cancellation or reduction of coverage.
- B. Workers' Compensation: Upon request, RTD shall also provide the CITY with evidence of the fact that its employees are covered by workers' compensation insurance.

17. LIMITED LIABILITY: CITY will not be liable to RTD, or to anyone who may claim any right due to a relationship with RTD, for any acts or omissions in RTD's performance under the terms of this Agreement or on the part of the employees or agents of RTD unless such acts or omissions are due to the willful misconduct or gross negligence of CITY. RTD will indemnify and hold CITY free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from, growing out of, or in any way connected with the services rendered by RTD to CITY under the terms of this Agreement, unless CITY is judged by a court of competent jurisdiction to be guilty of willful misconduct and/or gross negligence.

18. COOPERATION OF CITY: CITY agrees to comply with all reasonable requests of RTD and provide access to all records, documents and/or equipment reasonably necessary to the performance of RTD's duties under this Agreement.

19. COOPERATION OF RTD: RTD agrees to comply with all reasonable requests of CITY and will provide access to all records, documents and/or CITY-owned equipment within a reasonable time of request.

20. TERMINATION OF AGREEMENT: This Agreement shall terminate upon the happening of the first of the following events:

- A. Expiration of Stated Term: This Agreement shall terminate and end upon the expiration of the stated term as set forth in Exhibit "A," attached hereto and incorporated herein.

- B. Termination Upon Notice: Notwithstanding any other provision of this Agreement, either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.
- C. Termination for Default: Should either party to this Agreement default in the performance of its duties and/or obligations under this Agreement or materially breach any of its provisions, the non-defaulting party may, at its option, terminate this Agreement by giving the defaulting party at least ten (10) days prior written notification.

21. GENERAL PROVISIONS: The following provisions shall apply to the provisions of this Agreement:

- A. Notices: Any notice to be given hereunder by either party to the other shall be in writing and may be sent either by personal delivery or by mail, registered or certified, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing following the signature lines of this Agreement. Either party may change its address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of the date of actual receipt; mailed notices will be deemed communicated as of two (2) days after the date of mailing.
- B. Entire Agreement of the Parties: This Agreement supersedes any and all other Agreements, either oral or written, between the parties hereto with respect to the rendering of services by RTD for CITY and contains all of the covenants and Agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or Agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other Agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- C. Partial Invalidity: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- D. Governing Law: This Agreement will be governed by and construed in accordance with the laws of the State of California.



- E. Transition to Future Contractor: Up to forty-five (45) days following the effective date of the termination or expiration of this Agreement, RTD shall provide to either CITY, or to any future contractor selected by CITY, RTD's full cooperation in the transition to the successor contractor(s). This shall include, as a minimum, but is not limited to consultation regarding labor and management issues (including a delineation of wage and benefits by employee category in accordance with California Labor Code Sections 1070-1074) and access to non-confidential personnel and maintenance files.

RTD shall provide its best professional effort to assure smooth transition from RTD's services to new contractor services, and shall cooperate fully with CITY and the new contractor to this end.

- F. Records: In addition to all other records required to be produced or maintained pursuant to this Agreement, RTD shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to CITY.

RTD shall maintain all documents and records, which demonstrate performance under this Agreement. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit by the CITY Attorney, CITY Manager, or a designated representative of either of these officers.

RTD agrees that CITY, the Comptroller General of the United States, or any of their duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work materials, payrolls and other data and records with regard to the project, and to audit the books, records and accounts with regard to the project.

All such records that RTD is required to maintain pursuant to this Subsection F shall be maintained for a minimum period of three (3) years, or for any longer period as may be required law, from the date of final payment under this Agreement. CITY, or its designated representative, shall have the right to inspect and/or copy said documents at RTD's offices at any time upon prior reasonable notice to RTD

- G. Federal/State Requirements. This Agreement is subject to a financial assistance contract between CITY and the United States of America (hereinafter "Federal Government"), acting through the Department of Transportation (hereinafter "USDOT"), and Federal Transit Administration (hereinafter "FTA"), and the California Department of Transportation (hereinafter "Caltrans"). RTD shall at all times comply with all applicable

FTA and State regulations, policies, procedures and directives including without limitation those listed directly or by reference in the procedures and directives including without limitation those listed directly or by reference in the FTA Master Agreement between CITY and FTA, as well as the Standard Agreement between CITY and State, as amended, and are incorporated herein by this reference. RTD shall comply with these FTA and State requirements and as they may be amended or promulgated from time to time during the term of this Agreement. RTD shall not perform any act, fail to perform any act, or refuse to comply with any CITY directives, which would cause CITY to be in violation of the FTA and State terms and conditions. RTD's failure to comply with these FTA and State requirements and CITY directives shall constitute a material breach of this Agreement. Federal Regulations are available at <http://www.fta.dot.gov/documents/17-Master.pdf> and the State Management Plan are available at <http://www.dot.ca.gov/hg/MassTrans/SMP.html>

SIGNATURES APPEAR ON FOLLOWING PAGE

Executed at Stockton, California, on the date and year first above written.

RTD:

Date Executed: 12.20.12

SAN JOAQUIN REGIONAL TRANSIT  
DISTRICT

By:   
DONNA DeMARTINO  
General Manager/CEO


Address, Telephone and Fax Numbers:

421 East Weber Avenue  
P.O. Box 201010  
Stockton, CA 95201  
Phone: (209) 948-0645  
Fax: (209) 948-3366

APPROVED:

  
SHARON MILLER  
Procurement Manager - Contracts

APPROVED AS TO FORM:

  
AL WARREN HOSLETT  
Attorney for RTD

CITY:

Date Executed: November 20, 2012


CITY OF RIPON

By:   
ELDEN R. NUTT  
Mayor


Address, Telephone and Fax Numbers:

259 N. Wilma Ave  
Ripon, CA 95366  
Phone: (209) 599-2108  
Fax: (209) 599-2685

ATTEST:

  
Lynette VanLaar  
City Clerk

APPROVED AS TO FORM:

  
TOM TERPSTRA  
City Attorney



## EXHIBIT "A"

### DESCRIPTION OF TRANSPORTATION SERVICES FOR CITY OF RIPON, COMPENSATION AND TERM

Agreement No. 2012-022-5

In accordance with the terms of that certain INTERAGENCY AGREEMENT BETWEEN THE CITY OF RIPON AND SAN JOAQUIN REGIONAL TRANSIT DISTRICT AGREEMENT FOR TRANSPORTATION SERVICES, being Contract No. 2012-022-5, dated 11/20/2012, by and between the SAN JOAQUIN REGIONAL TRANSIT DISTRICT (RTD) and CITY OF RIPON (CITY) to which this is attached, the services of RTD, and the compensation therefore and the time for performing said services, shall consist of the following:

#### **Article I – Scope of Transit Services:**

##### 1.1 Transportation Services:

RTD has the ability to provide such transportation services that may be requested by CITY. The services include, but are not limited to, vehicle operations, driver supervision and training, and other related services. RTD will cooperate with CITY in developing a comprehensive cost effective transit service program. RTD does reserve the right to sub-Agreement part or all contracted work to qualified sub-contractors; a list of all potential subcontractors and their contracts will be provided to CITY and will be updated when changes are made. CITY shall provide system management, grants preparation, accounting, statistical reporting, route and schedule planning and marketing of CITY transit services.

##### 1.2 RTD shall manage and operate transportation services for CITY under the terms of the Agreement and RTD policies when not defined in the Agreement. RTD will not, however, be expected to achieve results beyond the limits of the funding and resources available for the operation of CITY's transit service that do not cover this Agreement.

##### 1.3 As a public transportation agency, RTD is expected to adhere to all Federal, State, and Local requirements and will provide services on behalf of the CITY (as outlined within this Scope of Transit Services) in the same manner. These requirements include, but are not limited to: Third party procurement and contracts in the event RTD renews or rebids the operating services contract, Drug and Alcohol Testing, Operator Licensing, Operator Training, Americans with Disabilities Act service requirements, Safety Inspections, and Preventive Maintenance.

1.4 RTD shall provide the following transportation services for CITY:

1.4.1 HOURS OF SERVICE TO BE PROVIDED:

The base revenue vehicle service hours will be **600-700** per year, beginning **December**, 2012.

Weekends: No weekend service.

Route 1: Weekdays: No more than six (6) Revenue Service Hours on weekdays specified by the CITY, between the hours of 7:15 A.M. and 6:15 P.M.

Weekends: No weekend service.

Holiday Service: No service will be provided on the following observed Federal Holidays: New Years Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

1.4.2 SERVICE AREA:

The Ripon transit service serves a population of approximately 15,000 and a service area of 5 square miles. This service area includes the City limits of the City, as well as Route 1 to Modesto. Additional details are shown in the Ripon Rider's Guide, which is attached as Exhibit "B".

1.4.3 PASSENGER FARES:

A copy of the Ripon Rider's Guide is attached as Exhibit "B" with the current fare structure. RTD will operate service in accordance with the established fare structure.

CITY shall set rates of fare in amounts as necessary to maintain service metrics according to legislative requirements (currently, cost per passenger based on standards adopted by the San Joaquin Council of Governments). These fares are subject to change and RTD will be advised if the fares are changed. CITY shall have the sole responsibility in setting the fare structure.

RTD shall collect all farebox receipts in sealed fare boxes provided by the CITY. The farebox receipts shall be removed from every service vehicle



on a daily recurring basis by designated CITY staff at the Ripon City Hall Finance Department by 5:00 p.m. CITY staff are responsible for the accounting, reconciliation, and depositing of fares. At no time should RTD operating staff handle cash or cash transactions as a part of this agreement.

RTD shall maintain strict control of all transfers and passes. The number and type of transfers and passes issued to drivers shall be documented and drivers shall return transfers at the end of each shift. All transfers and passes not being used in revenue service, or issued to drivers, shall be kept in a secure place. It is the responsibility of RTD to secure transfers and passes in a secured area at all times.

1.4.4 EXISTING BUSES:

CITY will purchase and provide vehicles for use by RTD for this service. CITY-provided vehicles are listed in Exhibit "C," attached hereto and incorporated herein. CITY will provide vehicles appropriate to provide transit services as outlined herein. The vehicles provided shall be in good working order upon initiation of the Agreement and are subject to inspection by RTD and CITY at any time.

1.4.5 BUS STORAGE:

The CITY vehicles shall be parked at Ripon's Corporation Yard located at 240 Doak Blvd, which may be subject to change by the CITY.

1.4.8 CONSUMABLES:

CITY will supply necessary consumables such as gasoline fuel and water for the buses. Fueling is presently done at the CITYS CNG Fueling Station located at 240 Doak Blvd. **Fuel costs for CITY vehicles shall be the responsibility of CITY (or RTD will charge the CITY 110% of RTD fuel cost.)**

1.4.10 COMMUNICATIONS:

CITY shall be responsible to provide the necessary communication equipment for the bus operator to contact CITY dispatch facilities.

1.4.11 DRIVER:

RTD will provide operators for this service directly or through its



subcontractor.

**1.4.13 SERVICE DEVELOPMENT:**

CITY shall have the responsibility of developing service routes and schedules with input from RTD. RTD may provide recommendations from time to time regarding service improvements. RTD shall provide runcut to the CITY upon request.

**1.4.14 MARKETING:**

CITY shall be responsible for providing RTD with any printed material (e.g. time schedules, brochures, maps, flyers, and similar printed material), for use or distribution to the public and RTD shall be responsible for distributing them to passengers, on the vehicles or by mail. If RTD is asked to provide marketing services, charges will be \$50.00 per hour plus material cost of 110% of the actual cost.

**1.4.15 RTD/CITY Meetings:**

CITY shall meet with RTD on an as needed basis as determined and requested either by CITY or by RTD.

1.5 Except as otherwise provided in this Agreement, RTD shall furnish all equipment which may be required to provide and operate the Transportation Services required by this Agreement.

1.6 Prior Services: Notwithstanding the date of this Agreement, the RTD, in order to preserve the schedule, may have proceeded at its own risk to perform services for which RTD has not been compensated. CITY agrees to consider such advanced work performed, actions taken and costs incurred as if said work performed, actions taken and costs incurred have been performed under this Agreement as long as those costs have been determined to be allocable, allowable and reasonable in conformity with this Agreement.

**1.7 Additional Services:**

In addition thereto, CITY may request that RTD perform such other and further related services as the parties may from time to time agree in writing.

**Article II – Term of Agreement:**

- 2.1 The provisions of this Agreement shall apply from the effective date of this Agreement through June 30, 2015, unless sooner terminated or cancelled pursuant to the provisions of this Agreement.
- 2.2 At least ninety (90) days before June 30, 2015 RTD shall notify CITY in writing of its new rates for operating the Transit Service for the next twelve (12) month period, and thereafter, CITY shall have thirty (30) days after the receipt of said notification within which to advise RTD of CITY's desire to extend the term of the Agreement for an additional period of one year at the new revised compensation rate. In the event that CITY elects not to extend the term of this Agreement or CITY fails to notify RTD of its election to extend the term of the Agreement for an additional one year period at the new revised consideration, then and in either such event this Agreement shall automatically terminate and end at the expiration of the stated term or ninety (90) days after the date that the CITY received from RTD its notice of the revised compensation figures, whichever is later.

### **Article III – Compensation:**

- 3.1 The total compensation, including reimbursable costs and expenses, to be paid by CITY to RTD under this Agreement shall not exceed \$50,000 for any 12 month period.
- 3.2 Computation of Compensation: The payment for services shall be computed in the following manner:
- A. The rate to provide Transportation Services is \$50.00 per revenue hour. RTD has the right to renegotiate the rate with CITY if the revenue hours change by 10%.

Revenue Vehicle Hours are the hours on the transit schedule (Route 1) or actual first pick-up and last drop-off time and if the route is running late due to traffic or weather. Layover at route terminals, driver breaks, lunch periods, and idle vehicle time when off more than one hour when no passenger is on the vehicle will be subtracted from the Revenue Vehicle Hour.

- B. Adjustment of Cost Factors: RTD reserves the right to adjust and change any figure hereinabove set forth upon thirty (30) days written notice to CITY, it being understood that RTD is providing the above-described service to the CITY as an accommodation and not for the purpose of making a profit.

- C. Monthly Billing; RTD shall, following the end of each calendar month, send a statement to CITY showing the total charge for management and labor, the total charge for parts, and the charge for overhead less any service billings to other agencies. Payment of said statement shall be made within thirty (30) days of the statement date. Upon receipt of grant funds, RTD will reimburse the eligible agencies involved proportionately to hours of service provided. All statements and records supporting the charges made to CITY shall be available for inspection by CITY any time during the normal business hours of RTD.

- 3.3 RTD shall submit an invoice to CITY specifying the transit services provided by hours and expenses in accordance with the terms of this Agreement. The monthly invoice will include applicable data as required for the CITY's National Transit Database records including: ridership by service type, hours of service by service type, and mileage of service.

(Finem)

**EXHIBIT B**  
**RIPON RIDER'S GUIDE**



# RIPON LOCAL BUS SCHEDULE

## NOW OFFERING TRIPS TO SAVEMART/TARGET/MALL



|        | A          | B             | C                   | D                  | E        | F                          |
|--------|------------|---------------|---------------------|--------------------|----------|----------------------------|
|        | Ripon Elem | Senior Center | Bethany Town Square | Chesapeake Landing | SaveMart | Vintage Fair Mall / Target |
| Depart | 9:00am     | 9:10am        | 9:20am              | 9:25am             | 9:30am   | 10:05am                    |
|        | 11:00am    | 10:50am       | 10:40am             | 10:35am            | 10:30am  | 11:30am                    |
|        | 12:00pm    | 12:10pm       | 12:15pm             | 12:20pm            | 12:30pm  | 1:00pm                     |
|        | 2:05pm     | 1:55pm        | 1:45pm              | 1:40pm             | 1:30pm   | 2:35pm                     |
|        | 3:25pm     | 3:15pm        | 3:10pm              | 3:05pm             | 3:00pm   |                            |

Red – Pick up Only

Blue – Drop off only

Tuesday - Target (Sisk Rd)

Thursday - Vintage Fair Mall

**FARE INFORMATION (Fares effective December 2012)**



| Fare Category      | Adult (18-64)    | Students (5-17)<br>College with ID | Seniors (65 & Older) | Persons with Disabilities & Medicare Card Holders |
|--------------------|------------------|------------------------------------|----------------------|---|
| <b>Fixed Route</b> | \$1.50 (one way) | \$1.00 (one way)                   | \$.75 (one way)      | \$.75 (one way)                                   |
| Day Pass           | \$3.00           | \$2.00                             | \$1.50               | \$1.50  |
| Monthly Pass       | \$20.00          | \$15.00                            | \$10.00              | \$10.00   |
|                    |                  |                                    |                      |   |

**EXHIBIT C  
CITY FLEET INVENTORY**

**1. 35' CNG GILLIG BUS.**

**FIRST AMENDMENT  
TO AN INTERAGENCY AGREEMENT BETWEEN THE CITY OF RIPON AND SAN  
JOAQUIN REGIONAL TRANSIT DISTRICT FOR OPERATION ASSISTANCE OF RIPON'S  
TRANSIT SERVICES  
Contract No. 2012-022-S**

This First Amendment to the Interagency Agreement, hereinafter referred to as "the Agreement," is made and entered into at Stockton, California, as of the 27<sup>th</sup> Day of April, 2015, between SAN JOAQUIN REGIONAL TRANSIT DISTRICT, a public transit district, hereinafter referred to as "RTD," and CITY OF RIPON, a municipal corporation, hereinafter referred to as "CITY."

WHEREAS, RTD and City entered into an Agreement on November 20, 2012 for RTD to provide operation assistance of Ripon's transit services; and,

WHEREAS, the parties now agree that a First Amendment is advisable, to incorporate the contract hourly rate for fiscal year 2015, and extend the Agreement under the same terms and conditions for an additional year.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties hereto as follows:

1. That Exhibit A, Article 2.1, Term of Agreement, is hereby amended to read as follows:  
  
"2.1 The provisions of this Agreement shall apply from the effective date of this Agreement through June 30, 2016, unless sooner terminated or cancelled pursuant to the provisions of this Agreement."
2. That Exhibit A, Article 3.1 is hereby amended to read as follows:  
  
"3.1 The total compensation, including reimbursable costs and expenses, to be paid by CITY to RTD under this Agreement shall not exceed \$127,112.00 through June 30, 2016."
3. That Exhibit A, Article 3.2.A is hereby amended to read as follows:  
  
"A. The rate to provide Transportation Services is \$50.00 per revenue hour through June 30, 2014. The rate to provide Transportation Services, retroactively per the attached Amendment 1 – Exhibit A, dated May 29, 2014, is \$55.08 through June 30, 2015. The rate to provide Transportation Services from July 1, 2015 through June 30, 2016 is \$55.08. RTD has the right to renegotiate the rate with CITY if the revenue hours change by 10%."
4. That except as herein specifically amended, all other terms and conditions of the Interagency Agreement between the City of Ripon and San Joaquin Regional Transit District for Operation Assistance of Ripon's Transit Services, Agreement No. 2012-022-S,

dated April 1, 2014, shall remain unchanged, and the same are hereby ratified and approved as amended.

Executed at Stockton, California, on the date and year first above written.

RTD:


Date Executed: 7.6.15

SAN JOAQUIN REGIONAL TRANSIT  
DISTRICT

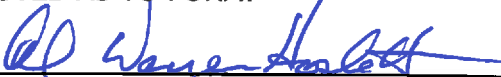
By:   
DONNA DeMARTINO  
General Manager/CEO

Address, Telephone, and Fax Numbers:  
421 East Weber Avenue, 2<sup>nd</sup> Floor  
P.O. Box 201010  
Stockton, California 95201  
Telephone: (209) 948-0645  
Fax: (209) 948-3366

APPROVED:

  
SHARON MILLER  
Director of Procurement


APPROVED AS TO FORM:

  
AL WARREN HOSLETT  
Attorney for RTD

CITY:


Date Executed: 6/23/15

CITY OF RIPON


By:   
LEO ZUBER  
Mayor

Address, Telephone, and Fax Number:  
259 N. Wilma Avenue  
Ripon, California 95366  
Telephone: (209) 599-2108  
Fax: 209) 599-2685

ATTEST:

  
LISA ROOS  
City Clerk

APPROVED AS TO FORM:

  
TOM TERPSTRA  
City Attorney





Amendment 1 - Exhibit A

P.O. Box 201010 | Stockton, California | 95201  
209.943.1111 | 209.948.8516 [fax] | [www.sanjoaquinRTD.com](http://www.sanjoaquinRTD.com)

May 29, 2014

Barbara Schneider, Transit Coordinator  
City of Ripon  
259 N. Wilma Ave.  
Ripon, CA 95366

Subject: Contract No. 2012-022-S, Ripon Transportation Services  
Notice to Extend Contract

Dear Ms. Schneider:

First we would like to take the opportunity to thank the City of Ripon for our partnership in providing effective transportation service for the community. Recognizing the upcoming step increase in our operating costs assessed by our Contractor, we are implementing the "Adjustment of Cost Factors" provision of our agreement (Contract No. 2012-022-S, Article III, 3.2.B.). RTD will adjust the compensation rate for services for the period beginning July 1, 2014 through June 30, 2015, as an amendment to our agreement.

RTD's compensation rate for transportation services will increase from \$50.00 to \$55.08 per revenue hour in order to recover the incremental increase in service costs assessed by our Contractor, MV Transportation. This change will ensure that RTD recovers the actual costs of providing the services on behalf of the City of Ripon (City); RTD is not generating any profit as a result of this increase.

A draft amendment will follow for your approval.

We value our partnership with the City of Ripon. If you have any questions, please feel free to contact RTD at your convenience.

Respectfully,

Sharon Miller  
Director of Procurement

Via Email: Barbara Schneider – [bschneider@cityofripon.org](mailto:bschneider@cityofripon.org)  
Kevin Werner – [kwerner@cityofripon.org](mailto:kwerner@cityofripon.org)

ccopies: Gloria Salazar, Assistant General Manager/CFO  
Nathaniel Atherstone, Planning Manager

BOARD OF DIRECTORS: Joni Bauer, Gary S. Giovanetti, Balwinder T. Singh, Duane Isetti, Michael Restuccia, VICE CHAIR, Donna DeMartino, GENERAL MANAGER/CEO

**SECOND AMENDMENT  
TO AN INTERAGENCY AGREEMENT BETWEEN THE CITY OF RIPON AND SAN JOAQUIN  
REGIONAL TRANSIT DISTRICT FOR OPERATION ASSISTANCE OF RIPON'S TRANSIT  
SERVICES**

**Contract No. 2012-022-S**

This Second Amendment to the Interagency Agreement, hereinafter referred to as "the Agreement," is made and entered into at Stockton, California, as of the 6<sup>th</sup> day of June, 2016, between SAN JOAQUIN REGIONAL TRANSIT DISTRICT, a public transit district, hereinafter referred to as "RTD," and CITY OF RIPON, a municipal corporation, hereinafter referred to as "CITY."

WHEREAS, RTD and City entered into an Agreement on November 20, 2012 for RTD to provide operation assistance of Ripon's transit services; and,

WHEREAS, RTD and City entered into a First Amendment on April 27, 2015 to extend the term of the contract and adjust the hourly rate; and,

WHEREAS, the parties now agree that a Second Amendment is advisable, to incorporate the contract hourly rate for fiscal year 2016, and extend the Agreement under the same terms and conditions for an additional year.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties hereto as follows:

1. That Exhibit A, Article 2.1, Term of Agreement, is hereby amended to read as follows:

"2.1 The provisions of this Agreement shall apply from the effective date of this Agreement through June 30, 2017, unless sooner terminated or cancelled pursuant to the provisions of this Agreement."

2. That Exhibit A, Article 3.1 is hereby amended to read as follows:

"3.1 The total compensation, including reimbursable costs and expenses, to be paid by CITY to RTD under this Agreement shall not exceed \$165,668.00 through June 30, 2017."

3. That Exhibit A, Article 3.2.A is hereby amended to read as follows:

"A. The rate to provide Transportation Services is \$50.00 per revenue hour through June 30, 2014. The rate to provide Transportation Services, retroactively per the attached Amendment 1 – Exhibit A, dated May 29, 2014, is \$55.08 through June 30, 2015. The rate to provide Transportation Services from July 1, 2015 through June 30, 2016 is \$55.08. The rate to provide Transportation Services from July 1, 2016 through June 30, 2017 is \$55.08. RTD has the right to renegotiate the rate with CITY if the revenue hours change by 10%."


4. That except as herein specifically amended, all other terms and conditions of the Interagency Agreement between the City of Ripon and San Joaquin Regional Transit District for Operation Assistance of Ripon's Transit Services, Agreement No. 2012-022-S, dated November 20, 2012, shall remain unchanged, and the same are hereby ratified and approved as amended.

Executed at Stockton, California, on the date and year first above written.

RTD:

Date Executed: 8-10-16

SAN JOAQUIN REGIONAL TRANSIT DISTRICT

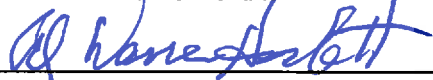
By:   
DONNA DeMARTINO  
General Manager/CEO

Address, Telephone, and Fax Numbers:  
421 East Weber Avenue, 2<sup>nd</sup> Floor  
P.O. Box 201010  
Stockton, California 95201  
Telephone: (209) 948-0645  
Fax: (209) 948-3366

APPROVED:

  
SHARON MILLER  
Director of Procurement

APPROVED AS TO FORM:

  
AL WARREN HOSLETT  
Attorney for RTD

CITY:


Date Executed: June 15, 2016

CITY OF RIPON


By:   
JAKE PARKS  
Mayor

Address, Telephone, and Fax Numbers:  
259 N. Wilma Avenue  
Ripon, California 95366  
Telephone: (209) 599-2108  
Fax: (209) 599-2685

ATTEST:

  
LISA ROOS  
City Clerk

APPROVED AS TO FORM:

  
TOM TERPSTRA  
City Attorney

**THIRD AMENDMENT  
TO AN INTERAGENCY AGREEMENT BETWEEN THE CITY OF RIPON AND SAN JOAQUIN  
REGIONAL TRANSIT DISTRICT FOR OPERATION ASSISTANCE OF RIPON'S TRANSIT  
SERVICES  
Contract No. 2012-022-S**

This Third Amendment to the Interagency Agreement, hereinafter referred to as "the Agreement," is made and entered into at Stockton, California, as of the 22<sup>nd</sup> day of August 2016, between SAN JOAQUIN REGIONAL TRANSIT DISTRICT, a public transit district, hereinafter referred to as "RTD," and the CITY OF RIPON, a municipal corporation, hereinafter referred to as "CITY."

WHEREAS, RTD and CITY entered into an Agreement on November 20, 2012, for RTD to provide operation assistance of Ripon's transit services; and,

WHEREAS, RTD and CITY entered into a First Amendment on April 27, 2015, to extend the term of the Contract and adjust the hourly rate; and,

WHEREAS, RTD and CITY entered into a Second Amendment on June 6, 2016, to extend the term of the Contract; and,

WHEREAS, the parties now agree that a Third Amendment is advisable, to reduce the hourly rate for fiscal year 2017.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties hereto as follows:

1. That Exhibit A, Article 3.1 is hereby amended to read as follows:

"3.1 The total compensation, including reimbursable costs and expenses, to be paid by CITY to RTD under this Agreement shall not exceed \$154,482.00 through June 30, 2017."

2. That Exhibit A, Article 3.2.A is hereby amended to read as follows:

"A. The rate to provide Transportation Services is \$50.00 per revenue hour through June 30, 2014. The rate to provide Transportation Services, retroactively per the attached Amendment 1 – Exhibit A, dated May 29, 2014, is \$55.08 through June 30, 2015. The rate to provide Transportation Services from July 1, 2015 through June 30, 2016 is \$55.08. The rate to provide Transportation Services from July 1, 2016 through June 30, 2017 is \$39.10. RTD has the right to renegotiate the rate with CITY if the revenue hours change by 10%."

3. That except as herein specifically amended, all other terms and conditions of the Interagency Agreement between the City of Ripon and San Joaquin Regional Transit District for Operation Assistance of Ripon's Transit Services, Agreement No. 2012-022-S, dated November 20, 2012, shall remain unchanged, and the same are hereby ratified and approved as amended.

**SIGNATURES APPEAR ON THE NEXT PAGE**

Executed at Stockton, California, on the date and year first above written.

RTD:

Date Executed:

10.10.16

SAN JOAQUIN REGIONAL TRANSIT DISTRICT

By:



DONNA DeMARTINO  
Chief Operating Officer

Address, Telephone, and Fax Numbers:

421 East Weber Avenue, 2<sup>nd</sup> Floor  
P.O. Box 201010  
Stockton, California 95201  
Telephone: (209) 948-0645  
Fax: (209) 948-3366

APPROVED:



SHARON MILLER  
Director of Procurement

APPROVED AS TO FORM:



AL WARREN HOSLETT  
Attorney for RTD

CITY:

Date Executed:

9-22-2016

CITY OF RIPON

By:



JAKE PARKS  
Mayor

Address, Telephone, and Fax Numbers:

259 N. Wilma Avenue  
Ripon, California 95366  
Telephone: (209) 599-2108  
Fax: (209) 599-2685

ATTEST:



LISA ROOS  
City Clerk

APPROVED AS TO FORM:



TOM TERPSTRA  
City Attorney



July 11, 2017

Lisa Roos  
City of Ripon  
259 N. Wilma Avenue  
Ripon, CA 95366

Subject: Contract No.: 2012-022-S, Interagency Agreement City Between the City of Ripon and San Joaquin Regional Transit District for Operation Assistance of Ripon's Transit Services  
Amendment No. 4 – Rate Adjustment and Time Extension  
Notice of Amendment Execution

Dear Ms. Roos:

Enclosed for your files is a fully executed Amendment for Interagency Agreement City Between the City of Ripon and San Joaquin Regional Transit District for Operation Assistance of Ripon's Transit Services.

If you have any questions please call the undersigned at (209) 467-6607 or [smiller@sjRTD.com](mailto:smiller@sjRTD.com).

Sincerely,

A handwritten signature in red ink, appearing to read 'Sharon Miller', is written over a horizontal line.

Sharon Miller  
Director of Procurement

**CHIEF EXECUTIVE OFFICER: Donna DeMartino**

**BOARD OF DIRECTORS: CHAIR Michael Restuccia • VICE CHAIR Les J. Fong • Joni Bauer • Gary S. Giovanetti • Balwinder T. Singh**

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**SAN JOAQUIN REGIONAL TRANSIT DISTRICT**

---

P.O. Box 201010 • Stockton, CA 95201 • (209) 943-1111 • (209) 948-8516 Fax • [sanjoaquinRTD.com](http://sanjoaquinRTD.com)  
154 of 246



**FOURTH AMENDMENT  
TO AN INTERCITY AGREEMENT BETWEEN THE CITY OF RIPON AND SAN JOAQUIN  
REGIONAL TRANSIT DISTRICT FOR OPERATION ASSISTANCE OF RIPON'S TRANSIT  
SERVICES  
Contract No. 2012-022-S**

This Fourth Amendment to the Interagency Agreement, hereinafter referred to as "the Agreement," is made and entered into at Stockton, California, as of the 18<sup>th</sup> day of April, 2017, between SAN JOAQUIN REGIONAL TRANSIT DISTRICT, a public transit district, hereinafter referred to as "RTD," and the CITY OF RIPON, a municipal corporation, hereinafter referred to as "CITY."

WHEREAS, RTD and CITY entered into an Agreement on November 20, 2012, for RTD to provide operation assistance of Ripon's transit services; and,

WHEREAS, RTD and CITY entered into a First Amendment on April 27, 2015, to extend the term of the Contract and adjust the hourly rate; and,

WHEREAS, RTD and CITY entered into a Second Amendment on June 6, 2016, to extend the term of the Contract; and;

WHEREAS, RTD and CITY entered into a Third Amendment on August 22, 2016, to reduce the hourly rate for fiscal year 2017; and,

WHEREAS, the parties now agree that a Fourth Amendment is advisable, to adjust the hourly rate and extend the term of the Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties hereto as follows:

1. That Exhibit "A", Article 3.1 is hereby amended to read as follows:

"3.1 The total compensation, including reimbursable costs and expenses, to be paid by CITY to RTD under this Agreement shall not exceed \$174,366.00."

2. That Exhibit "A", Article 3.2.A is hereby amended to read as follows:

"A. The rate to provide Transportation Services is as follows:

- (i) The rate to provide Transportation Services is \$50.00 per revenue hour through June 30, 2014.
- (ii) The rate to provide Transportation Services, retroactively per the attached Amendment 1 – Exhibit "A", dated May 29, 2014, attached to the First Amendment, is \$55.08 through June 30, 2015.
- (iii) The rate to provide Transportation Services from July 1, 2015 through June 30, 2016 is \$55.08.
- (iv) The rate to provide Transportation Services from July 1, 2016 through June 30, 2017 is \$39.10.
- (v) The rate to provide Transportation Services from July 1, 2017 through June 30, 2018 is \$39.02 as provided in Amendment 4, Exhibit "A", attached to this Fourth

Amendment and incorporated herein. RTD has the right to renegotiate the rate with CITY if the revenue hours change by 10%."

3. That except as herein specifically amended, all other terms and conditions of the Interagency Agreement between the City of Ripon and San Joaquin Regional Transit District for Operation Assistance of Ripon's Transit Services, Agreement No. 2012-022-S, dated April 18, 2017, shall remain unchanged, and the same are hereby ratified and approved as amended.

Executed at Stockton, California, on the date and year first above written.

RTD:

Date Executed:

7.10.17

SAN JOAQUIN REGIONAL TRANSIT DISTRICT

By:

  
DONNA DeMARTINO  
Chief Executive Officer

Address, Telephone, and Fax Numbers:  
421 East Weber Avenue, 2<sup>nd</sup> Floor  
P.O. Box 201010  
Stockton, California 95201  
Telephone: (209) 948-0645  
Fax: (209) 948-3366

APPROVED:

  
SHARON MILLER  
Director of Procurement

APPROVED AS TO FORM:

  
AL WARREN HOSLETT  
Attorney for RTD

CITY:

Date Executed:

June 27, 2017

CITY OF RIPON

By:

  
DEAN UECKER  
Mayor

Address, Telephone, and Fax Numbers:  
259 N. Wilma Avenue  
Ripon, California 95366  
Telephone: (209) 599-2108  
Fax: (209) 599-2685

ATTEST:

  
LISA ROOS  
City Clerk

APPROVED AS TO FORM:

  
TOM TERPSTRA  
City Attorney



Amendment 04  
Exhibit "A"



**San Joaquin Regional Transit District  
City of Ripon Blossom Express Pricing Summary**

Revised: 3-14-17

| <b>Contract Assumptions</b>        |      |
|------------------------------------|------|
| Annual Revenue Hours (RH)          | 510  |
| % of Annual RH to Contracted Hours | 0.7% |

|                               | <b>Fiscal Year 2017-18</b>                    |                    |
|-------------------------------|---|--------------------|
|                               | <b>Estimated<br/>Annual Cost <sup>1</sup></b> | <b>Cost per RH</b> |
| Variable Cost <sup>2</sup>    |   |                    |
| Drivers Salaries and Benefits | \$ 14,548                                     | \$ 28.55           |
| Profit and Overhead           | 1,615   | \$ 3.17            |
| Total Variable Cost           | 16,164  | \$ 31.72           |
| Total Fixed Cost <sup>3</sup> | 3,721   | \$ 7.30            |
| <b>Grand Total</b>            | <b>\$ 19,884</b>                              | <b>\$ 39.02</b>    |

**NOTE:**

1. Annual cost is calculated based on the percentage of Ripon revenue hours to total contracted hours (0.7%)
2. As a result of the service being operations-only, maintenance expense is excluded from the variable cost
3. Fixed cost includes MV administrative overhead, drug and alcohol testing, and training expenses

**FIFTH AMENDMENT  
TO AN INTERCITY AGREEMENT BETWEEN THE CITY OF RIPON  
AND SAN JOAQUIN REGIONAL TRANSIT DISTRICT FOR OPERATION  
ASSISTANCE OF RIPON'S TRANSIT SERVICES  
Contract No. 2012-022-S**

This Fifth Amendment to the Interagency Agreement, hereinafter referred to as "the Agreement," is made and entered into at Stockton, California, as of the 7<sup>th</sup> day of August, 2018, between SAN JOAQUIN REGIONAL TRANSIT DISTRICT, a public transit district, hereinafter referred to as "RTD," and the CITY OF RIPON, a municipal corporation, hereinafter referred to as "CITY."

WHEREAS, RTD and CITY entered into an Agreement on November 20, 2012, for RTD to provide operation assistance of Ripon's transit services; and,

WHEREAS, RTD and CITY entered into a First Amendment on April 27, 2015, to extend the term of the Contract and adjust the hourly rate; and,

WHEREAS, RTD and CITY entered into a Second Amendment on June 6, 2016, to extend the term of the Contract; and,

WHEREAS, RTD and CITY entered into a Third Amendment on August 22, 2016, to reduce the hourly rate for fiscal year 2017; and,

WHEREAS, RTD and CITY entered into a Fourth Amendment on April 18, 2016, to adjust the hourly rate and extend the term of the Agreement; and,

WHEREAS, the parties now agree that a Fifth Amendment is advisable, to adjust the hourly rate and extend the term of the Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties hereto as follows:

1. That Exhibit "A", Article 2.1, Terms of Agreement, is hereby amended to read as follows:

"2.1 The provisions of this Agreement shall apply from the effective date of this Agreement through June 30, 2023, unless sooner terminated or cancelled pursuant to the provisions of this Agreement."

2. That Exhibit "A", Article 3.1 is hereby amended to read as follows:

"3.1 The total compensation, including reimbursable costs and expenses, to be paid by CITY to RTD under this Agreement shall not exceed \$50,000 for any 12 month period."

3. That Exhibit "A", Article 3.2.A is hereby amended to read as follows:

"A. The rate to provide Transportation Services shall be as follows:

- (i) \$50.00 per revenue hour through June 30, 2014;
- (ii) \$55.00, retroactively per the Amendment 1 – Exhibit "A", dated May 29, 2014, through June 30, 2015;
- (iii) \$55.08 from July 1, 2015 through June 30, 2016;
- (iv) \$39.10, from July 1, 2016 through June 30, 2017;
- (v) \$39.02, from July 1, 2017 through June 30, 2018, as provided in Amendment 4, Exhibit "A";

- (vi) The rates to provide Transportation Services from July 1, 2018 through June 30, 2023, are as outlined in Amendment 5, Exhibit "A", attached hereto and provided herein. RTD has the right to renegotiate the rate with CITY if the revenue hours change by 10%."

4. That except as herein specifically amended, all other terms and conditions of the Interagency Agreement between the City of Ripon and San Joaquin Regional Transit District for Operation Assistance of Ripon's Transit Services, Agreement No. 2012-022-S, dated August 6, 2018, shall remain unchanged, and the same are hereby ratified and approved as amended.

Executed at Stockton, California, on the date and year first above written.

RTD:

Date Executed: 10/8/2018

SAN JOAQUIN REGIONAL TRANSIT DISTRICT

By:   
DONNA DeMARTINO  
Chief Executive Officer


Address, Telephone, and Fax Numbers:

421 East Weber Avenue, 2<sup>nd</sup> Floor  
P.O. Box 201010  
Stockton, California 95201  
Telephone: (209) 948-0645  
Fax: (209) 948-3366

APPROVED:

  
SHARON MILLER  
Director of Procurement

APPROVED AS TO FORM:

  
AL WARREN HOSLETT  
Attorney for RTD

CITY:

Date Executed: 9/13/18

CITY OF RIPON

By:   
~~JAKE PARKS~~ Michael Restuccia  
Mayor

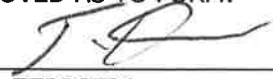
Address, Telephone, and Fax Numbers:

259 N. Wilma Avenue  
Ripon, California 95366  
Telephone: (209) 599-2108  
Fax: (209) 599-2685

ATTEST:

  
LISA ROOS  
City Clerk

APPROVED AS TO FORM:

  
TOM TERPSTRA  
City Attorney

Amendment 5  
Exhibit "A"



**San Joaquin Regional Transit District**  
**City of Ripon Blossom Express Pricing Summary**  
**Fiscal Year 2018-19 through Fiscal Year 2022-23**

**Contract Assumptions**

|  |        |
|--|--------|
| Ripon Annual Revenue Hours (RH)          | 510    |
| Total Contracted (NEXT) Hours            | 71,114 |
| % of Annual RH to Total Contracted Hours | 0.7%   |

|  | Fiscal Year 2018-19             |                                 | Fiscal Year 2019-20             |                                 | Fiscal Year 2020-21             |                                 | Fiscal Year 2021-22             |                                 | Fiscal Year 2022-23             |                                 |
|--|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
|  | Jul 2018 to<br>Apr 2019<br>Cost | May 2019 to<br>Jun 2019<br>Cost | Jul 2019 to<br>Apr 2020<br>Cost | May 2020 to<br>Jun 2020<br>Cost | Jul 2020 to<br>Apr 2021<br>Cost | May 2021 to<br>Jun 2021<br>Cost | Jul 2021 to<br>Apr 2022<br>Cost | May 2022 to<br>Jun 2022<br>Cost | Jul 2022 to<br>Apr 2023<br>Cost | May 2023 to<br>Jun 2023<br>Cost |
| <i>Variable Cost per Revenue Hour <sup>1</sup></i> | 30.50                           | 32.20                           | 32.20                           | 34.01                           | 34.01                           | 35.93                           | 35.93                           | 37.98                           | 37.98                           | 39.88                           |
| <b>Fixed Cost <sup>2</sup></b>                     |                                 |                                 |                                 |                                 |                                 |                                 |                                 |                                 |                                 |                                 |
| NEXT   | 817                             | 163                             | 817                             | 163                             | 817                             | 163                             | 817                             | 163                             | 817                             | 163                             |
| RTD Administration                                 | 392                             | 78                              | 392                             | 78                              | 392                             | 78                              | 392                             | 78                              | 392                             | 78                              |
| <b>Total Fixed Cost</b>                            | 1,209                           | 241                             | 1,209                           | 241                             | 1,209                           | 241                             | 1,209                           | 241                             | 1,209                           | 241                             |
| <i>Fixed Cost per Revenue Hour</i>                 | 2.84                            | 2.84                            | 2.84                            | 2.84                            | 2.84                            | 2.84                            | 2.84                            | 2.84                            | 2.84                            | 2.84                            |
| <b>Total Cost per Revenue Hour</b>                 | <b>33.34</b>                    | <b>35.04</b>                    | <b>35.04</b>                    | <b>36.85</b>                    | <b>36.85</b>                    | <b>38.77</b>                    | <b>38.77</b>                    | <b>40.82</b>                    | <b>40.82</b>                    | <b>42.72</b>                    |

**NOTE:**

1. Based on contract rate with National Express Transit (NEXT). The last two months in FY 2023 assumes a 5 percent increase.
2. Calculated as a percentage (65%) of Escalon's fixed cost based on revenue hours.



January 5, 2017

Kevin Werner  
City of Ripon  
259 N. Wilma Avenue  
Ripon, CA 95366

Subject: Contract 2012-022-S, Ripon Transportation Services  
Notice of Applied Credit for Transportation Services

Dear Mr. Werner:

Per the email sent to you by Donna DeMartino, Chief Executive Officer (CEO) on November 3, 2016, this correspondence shall confirm that RTD will apply a credit to the subject contract in the amount of \$20,874.00. The credit shall be applied to Ripon's future service invoices effective immediately.

As explained by RTD's CEO, staff felt confident that the original rate charged was fair and reasonable for the services provided. The latest rate proposal you received was offered without following our established processes and we understand why your staff questioned the difference in rate.

RTD was able to determine the difference was not merely associated with the cost of maintenance, but we do intend to honor the rate you were quoted through the duration of RTD's current agreement with the City of Ripon, as well as reimburse you for the difference you requested.

MV Transportation, Inc., our contracted service provider for Ripon transportation services, presently bills RTD monthly and their pricing model is complex. Without passing this complex pricing model on to the City of Ripon, RTD has simplified the pricing structure.

RTD's goal is to create a regional transportation model with a cost-effective pricing structure that is affordable and encourages buy-in from each of our regional partners.

We appreciate that you have brought this matter to our attention. Thank you for your support and patience throughout the process.

Sincerely,

A handwritten signature in red ink, appearing to read 'Sharon Miller', is written over the word 'Sincerely'.

Sharon Miller  
Director of Procurement

C: Document Control

E-copies: Carla Rodriquez, City of Ripon [crodriguez@cityofripon.org](mailto:crodriguez@cityofripon.org)  
Thomas Drozt, Chief Operating Officer  
Gloria Salazar, Deputy CEO

**CHIEF EXECUTIVE OFFICER: Donna DeMartino**

**BOARD OF DIRECTORS: CHAIR Michael Restuccia • VICE CHAIR Les J. Fong • Joni Bauer • Gary S. Giovanetti • Balwinder T. Singh**

---

**SAN JOAQUIN REGIONAL TRANSIT DISTRICT**

P.O. Box 201010 • Stockton, CA 95201 • (209) 943-1111 • (209) 948-8516 Fax • [sanjoaquinRTD.com](http://sanjoaquinRTD.com)



**San Joaquin Regional Transit District**  
**City of Ripon Blossom Express Pricing Summary**  
**Fiscal Year 2018-19 through Fiscal Year 2022-23**

Revised: 7-31-18

| Contract Assumptions                     |        |
|--|--------|
| Ripon Annual Revenue Hours (RH)          | 510    |
| Total Contracted (NEXT) Hours            | 71,114 |
| % of Annual RH to Total Contracted Hours | 0.7%   |

|   | Fiscal Year 2018-19             |                                 | Fiscal Year 2019-20             |                                 | Fiscal Year 2020-21             |                                 | Fiscal Year 2021-22             |                                 | Fiscal Year 2022-23             |                                 |
|---|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
|   | Jul 2018 to<br>Apr 2019<br>Cost | May 2019 to<br>Jun 2019<br>Cost | Jul 2019 to<br>Apr 2020<br>Cost | May 2020 to<br>Jun 2020<br>Cost | Jul 2020 to<br>Apr 2021<br>Cost | May 2021 to<br>Jun 2021<br>Cost | Jul 2021 to<br>Apr 2022<br>Cost | May 2022 to<br>Jun 2022<br>Cost | Jul 2022 to<br>Apr 2023<br>Cost | May 2023 to<br>Jun 2023<br>Cost |
| Variable Cost per Revenue Hour <sup>1</sup> | 30.50                           | 32.20                           | 32.20                           | 34.01                           | 34.01                           | 35.93                           | 35.93                           | 37.98                           | 37.98                           | 39.88                           |
| Fixed Cost <sup>2</sup>                     |                                 |                                 |                                 |                                 |                                 |                                 |                                 |                                 |                                 |                                 |
| NEXT  | 817                             | 163                             | 817                             | 163                             | 817                             | 163                             | 817                             | 163                             | 817                             | 163                             |
| RTD Administration                          | 392                             | 78                              | 392                             | 78                              | 392                             | 78                              | 392                             | 78                              | 392                             | 78                              |
| Total Fixed Cost                            | 1,209                           | 241                             | 1,209                           | 241                             | 1,209                           | 241                             | 1,209                           | 241                             | 1,209                           | 241                             |
| Fixed Cost per Revenue Hour                 | 2.84                            | 2.84                            | 2.84                            | 2.84                            | 2.84                            | 2.84                            | 2.84                            | 2.84                            | 2.84                            | 2.84                            |
| <b>Total Cost per Revenue Hour</b>          | <b>33.34</b>                    | <b>35.04</b>                    | <b>35.04</b>                    | <b>36.85</b>                    | <b>36.85</b>                    | <b>38.77</b>                    | <b>38.77</b>                    | <b>40.82</b>                    | <b>40.82</b>                    | <b>42.72</b>                    |

**NOTE:**

1. Based on contract rate with National Express Transit (NEXT). The last two months in FY 2023 assumes a 5 percent increase.
2. Calculated as a percentage (65%) of Escalon's fixed cost based on revenue hours.

*Paul*  
8/7/18

CENTRAL SAN JOAQUIN VALLEY  
RISK MANAGEMENT AUTHORITY

AUTO PHYSICAL DAMAGE COVERAGE

FOR VEHICLES WITH VALUES IN EXCESS OF \$25,000

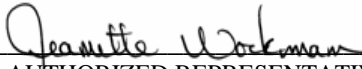
DECLARATIONS

MEMORANDUM NO. CSJVRMA 2018-APD

|                         |   |
|-------------------------|---|
| NAMED MEMBER CITY:      | Member Cities of the Central San Joaquin Valley Risk Management Authority, et al., as per Endorsement No. 1<br>1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833 |
| VEHICLES COVERED:       | Schedule of Covered Vehicles on file with Central San Joaquin Valley Risk Management Authority  |
| POLICY PERIOD:          | From 7-1-2018 to 7-1-2019<br>12:01 a.m. Pacific Time Zone   |
| LIMITS OF LIABILITY:    | \$10,000 per loss for vehicles with replacement cost values less than \$250,000 and \$50,000 per loss for vehicles with replacement cost values of \$250,000 or higher    |
| DEDUCTIBLE:             | \$2,000 per loss  |
| FORMS AND ENDORSEMENTS: | Form No. CSJVRMA 2018-APD, and<br>Endorsement Nos. 1 and 2  |

Forming Part of the Memorandum at Inception

ON BEHALF OF CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

  
AUTHORIZED REPRESENTATIVE

**CENTRAL SAN JOAQUIN VALLEY  
RISK MANAGEMENT AUTHORITY**

**MEMORANDUM OF COVERAGE**

**AUTO PHYSICAL DAMAGE COVERAGE**

**ENDORSEMENT NO. 1**

This endorsement, effective 12:01 a.m. 7/1/2018 forms a part of Memorandum No. CSJVRMA 2018-APD.

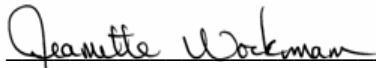
It is understood that the named **Member City** of the Declarations is completed as follows:

Central San Joaquin Valley Risk Management Authority,

|                      |                     |
|----------------------|---------------------|
| City of Angels Camp  | City of Los Banos   |
| City of Arvin        | City of Madera      |
| City of Avenal       | City of Maricopa    |
| City of Chowchilla   | City of McFarland   |
| City of Clovis       | City of Mendota     |
| City of Corcoran     | City of Newman      |
| City of Delano       | City of Oakdale     |
| City of Dinuba       | City of Orange Cove |
| City of Dos Palos    | City of Reedley     |
| City of Exeter       | City of Ripon       |
| City of Farmersville | City of Riverbank   |
| City of Firebaugh    | City of San Joaquin |
| City of Fowler       | City of Sanger      |
| City of Gustine      | City of Selma       |
| City of Hughson      | City of Shafter     |
| City of Huron        | City of Sonora      |
| City of Kerman       | City of Taft        |
| City of Kingsburg    | City of Tehachapi   |
| City of Lathrop      | City of Turlock     |
| City of Lemoore      | City of Waterford   |
| City of Livingston   |                     |

Effective Date: July 1, 2018

Endorsement No.: 1

  
AUTHORIZED REPRESENTATIVE

Endt. No. 1 (7/1/2018)



**CENTRAL SAN JOAQUIN VALLEY  
RISK MANAGEMENT AUTHORITY**

**MEMORANDUM OF COVERAGE**

**AUTO PHYSICAL DAMAGE COVERAGE**

**ENDORSEMENT NO. 2**

This endorsement, effective 12:01 a.m. 7/1/2018, forms a part of Memorandum No. CSJVRMA 2018-APD.

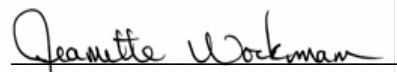
It is understood that the deductible for the named **Member City** Parties listed in Endorsement No. 1 are as follows:

\$2,000 Deductible

|                      |                     |
|----------------------|---------------------|
| City of Angels Camp  | City of Los Banos   |
| City of Arvin        | City of Madera      |
| City of Avenal       | City of Maricopa    |
| City of Chowchilla   | City of McFarland   |
| City of Clovis       | City of Mendota     |
| City of Corcoran     | City of Newman      |
| City of Delano       | City of Oakdale     |
| City of Dinuba       | City of Orange Cove |
| City of Dos Palos    | City of Reedley     |
| City of Exeter       | City of Ripon       |
| City of Farmersville | City of Riverbank   |
| City of Firebaugh    | City of San Joaquin |
| City of Fowler       | City of Sanger      |
| City of Gustine      | City of Selma       |
| City of Hughson      | City of Shafter     |
| City of Huron        | City of Sonora      |
| City of Kerman       | City of Taft        |
| City of Kingsburg    | City of Tehachapi   |
| City of Lathrop      | City of Turlock     |
| City of Lemoore      | City of Waterford   |
| City of Livingston   |                     |

Effective Date: July 1, 2018

Endorsement No.: 2

  
AUTHORIZED REPRESENTATIVE

Endt. No. 2 (7/1/2018)

**CONTRACT NO. 2012-022-S**  
**TO THE INTERCITY AGREEMENT BETWEEN THE CITY OF RIPON AND SAN JOAQUIN**  
**REGIONAL TRANSIT DISTRICT FOR OPERATION ASSISTANCE OF RIPON'S TRANSIT**  
**SERVICES**  
Sixth Amendment

This Sixth Amendment is made and entered into as of \_\_\_\_\_, by and between **SAN JOAQUIN REGIONAL TRANSIT DISTRICT** (RTD) and **THE CITY OF RIPON** (CITY).

WHEREAS, on November 12, 2012, RTD and the CITY entered into an agreement for operation assistance of Ripon's transit services (Agreement); and

WHEREAS, the Parties entered into a First Amendment to the Agreement on April 27, 2015 to extend the term and adjust the hourly rate; and

WHEREAS, the Parties entered into a Second Amendment to the Agreement on June 6, 2016 to extend the term of the Agreement; and

WHEREAS, the Parties entered into a Third Amendment to the Agreement on August 22, 2016 to reduce the hourly rate for fiscal year 2017; and

WHEREAS, the Parties entered into a Fourth Amendment to the Agreement on April 18, 2016 to adjust the hourly rate and extend the term of the Agreement; and

WHEREAS, the Parties entered into a Fifth Amendment to the Agreement on August 7, 2018 to adjust the hourly rate and extend the term of the Agreement; and

WHEREAS, the Parties now desire to further amend the Agreement to extend the term, to adjust the compensation, to amend the service hours, and to revise the indemnification.

NOW, THEREFORE, the Parties agree as follows:

1. **Section 17 of the Agreement, "Limited Liability,"** is deleted in its entirety and replaced with the following:

**"INDEMNIFICATION**

- A. **INDEMNIFICATION BY RTD:** RTD agrees to indemnify, defend, and hold the CITY, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorneys' fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of RTD's negligence, recklessness or willful misconduct in the performance of this Agreement.

The CITY agrees that it will notify RTD in writing within ten (10) days of receipt or notice of any claim described in the first paragraph of this subsection A; provided that the failure of the CITY to so notify RTD shall not relieve RTD of

any of its obligations under this Section as long as the CITY's delay does not compromise defense of the claim. RTD shall have the right to assume the defense of all claims that might be threatened or instituted, and agrees that it will assume all responsibility for the investigation, handling, and defense of such claims unless the CITY notifies RTD that it elects to be represented by counsel of its own selection in connection with any such claim. If the CITY elects to be represented by its own counsel, the CITY will pay the costs of such representation. The CITY shall provide such assistance (except financial) for the defense of any claim as may be reasonably required by RTD. The CITY shall not make any admission of liability with respect to a claim or seek to settle or compromise a claim without the prior written consent of RTD. RTD agrees to inform the CITY as to all correspondence and proceedings in respect to any claim as to which indemnity is sought and to consult with the CITY with respect to all matters relating to any claim.

- B. INDEMNIFICATION BY CITY: CITY agrees to indemnify, defend, and hold RTD, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorneys' fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of CITY's negligence, recklessness or willful misconduct in the performance of this Agreement.

RTD agrees that it will notify CITY in writing within ten (10) days of receipt or notice of any claim described in the first paragraph of this subsection B; provided that the failure of RTD to so notify CITY shall not relieve CITY of any of its obligations under this Section as long as RTD's delay does not compromise defense of the claim. CITY shall have the right to assume the defense of all claims that might be threatened or instituted, and agrees that it will assume all responsibility for the investigation, handling, and defense of such claims unless RTD notifies CITY that it elects to be represented by counsel of its own selection in connection with any such claim. If RTD elects to be represented by its own counsel, RTD will pay the costs of such representation. RTD shall provide such assistance (except financial) for the defense of any claim as may be reasonably required by CITY. RTD shall not make any admission of liability with respect to a claim or seek to settle or compromise a claim without the prior written consent of CITY. CITY agrees to inform RTD as to all correspondence and proceedings in respect to any claim as to which indemnity is sought and to consult with RTD with respect to all matters relating to any claim."

2. The first sentence of **Article 1.4.1. of Exhibit A, "HOURS OF SERVICE TO BE PROVIDED"** is deleted in its entirety and replaced with the following:

"The base revenue vehicle service hours shall not exceed 813 per year, beginning July of 2023. RTD's reimbursement will be based upon the actual revenue hours."

3. **Article 2.1 of Exhibit A** is deleted in its entirety and replaced with the following:

"2.1 The provisions of this Agreement shall apply from the effective date of this Agreement through June 30, 2024, unless earlier terminated or cancelled pursuant to the provisions of this Agreement."

4. **Article III-Compensation of Exhibit A** is deleted in its entirety and replaced with the following:

"3.1 The total compensation, including reimbursable costs and expenses, to be paid by CITY to RTD under this Agreement shall not exceed \$50,000 for any 12-month period.

3.2 Computation of Compensation: The payment for services shall be computed in the following manner:

- A. The rate to provide Transportation Services shall be as follows:
- i) \$50.00 per revenue hour through June 30, 2014;
  - ii) \$55.00, retroactively per the Amendment 1 – Exhibit "A", dated May 29, 2014 through June 30, 2015;
  - iii) \$55.08 from July 1, 2015 through June 30, 2016;
  - iv) \$39.10, from July 1, 2016 through June 20, 2017;
  - v) \$39.02, from July 1, 2017 through June 30, 2018, as provided in Amendment 4, Exhibit "A";
  - vi) The rates to provide Transportation Services from July 1, 2018 through June 30, 2023, are as outlined in Amendment 5, Exhibit "A", dated August 6, 2018; and
  - vii) \$61.50 per revenue hour from July 1, 2023 through June 30, 2024.

RTD has the right to renegotiate the rate with CITY if the revenue hours change by 10%.

Revenue Vehicle Hours are the hours on the transit schedule (Route 1) or actual first pick-up and last drop-off time and if the route is running late due to traffic or weather. Layover at route terminals, driver breaks, lunch periods, and idle vehicle time when off more than one hour when no passenger is on the vehicle will be subtracted from the Revenue Vehicle Hour.

- B. Adjustment of Cost Factors: RTD reserves the right to adjust and change any figure hereinabove set forth upon thirty (30) days' written notice to CITY, it being understood that RTD is providing the above-described service to the CITY as an accommodation and not for the purpose of making a profit.
- C. Monthly Billing: RTD shall, following the end of each calendar month, send a statement to CITY showing the total charge for management and labor, the total charge for parts, and the charge for overhead less any service billings to other agencies. Payment of said statement shall

be made within thirty (30) days of the statement date. Upon receipt of grant funds, RTD will reimburse the eligible agencies involved proportionately to hours of service provided. All statements and records supporting the charges made to CITY shall be available for inspection by CITY any time during the normal business hours of RTD.

- 3.3 RTD shall submit an invoice to CITY specifying the transit services provided by hours and expenses in accordance with the terms of this Agreement. The monthly invoice will include applicable data as required for the CITY's National Transit Database records including: ridership by service type, hours of service by service type, and mileage of service."
5. Except as expressly modified by Amendments One through Six, all terms and conditions in the Agreement remain in full force and effect.

**SIGNATURES APPEAR ON NEXT PAGE**

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

**San Joaquin Regional Transit District**

**City of Ripon**

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

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

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

ALEX CLIFFORD  
Chief Executive Officer

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

Michael Restuccia  
Mayor

Address, Telephone and Fax Number  
421 East Weber Avenue, 2<sup>nd</sup> Floor  
Stockton, CA 95201  
Phone: (209) 948-0645  
Fax: (209) 948-3366

Address, Telephone, and Fax Number:  
259 N. Wilma Avenue  
Ripon, CA 95366  
Phone: (209) 599-2108  
Fax: (209) 599-2685

APPROVED:

ATTEST:

\_\_\_\_\_  
SYLVESTER DONELSON JR.  
Director of Procurement

\_\_\_\_\_  
LISA ROOS  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
JULIE A. SHERMAN  
General Counsel

\_\_\_\_\_  
TOM TERPSTRA  
City Attorney

Sixth Amendment to Interagency  
Agreement. City of Ripon/San Joaquin  
Regional Transit District. Operation  
Assistance of Ripon's Transit Services  
Contract No. 2012-022-S  
Dated:



Attachment B  
Cover Page

## Attachment B

**City of Ripon Transit Service Operating Cost**  
**Date: 4/14/2023**

**Assumptions:**

Base rate is based on County Operator top rate effective 7/1/2022  
 Family medical coverage  
 Vacation (2nd year - 4th year accrual level)

| COUNTY OPERATOR                              |                      | AMOUNT           | Annual Increase | RENEWAL            |
|--|----------------------|------------------|-----------------|--------------------|
|  |                      |                  |                 | FY 2024            |
|  |                      |                  |                 | 7/1/2023-6/30/2024 |
| County Top Rate                              | Eff 7/1/2022         | \$ 24.8269       | 5%              | \$ 26              |
| Paid hours                                   |                      | 2,096            |                 | \$ 2,096           |
| <b>Gross Wages</b>                           |                      | <b>\$ 52,037</b> |                 | <b>\$ 54,639</b>   |
| FICA & Medicare                              | 7.65%                | <b>3,981</b>     |                 | \$ 4,180           |
| Retirement (401a)                            | 10.00%               | <b>5,204</b>     |                 | \$ 5,464           |
| Uniform Allowance                            | 440                  | <b>440</b>       | \$60            | \$ 500             |
| Medical                                      | \$ 2,138.15          | <b>25,658</b>    | 6.5%            | \$ 26,492          |
| Vision                                       | \$ 23.90             | <b>287</b>       | 3.5%            | \$ 292             |
| Dental                                       | \$ 119.06            | <b>1,429</b>     | 3.5%            | \$ 1,454           |
| Life Insurance (FT)                          | \$ 4.38              | <b>53</b>        | 3.5%            | \$ 53              |
| Vacation                                     | 2-4 year , 80 hrs/yr | <b>1,986</b>     |                 | \$ 2,085           |
| Sick Leave                                   | 96 hrs               | <b>2,383</b>     |                 | \$ 2,503           |
| <b>Total Benefits</b>                        |                      | <b>\$ 41,420</b> |                 | <b>\$ 43,023</b>   |
| <b>TOTAL FULLY LOADED ANNUAL COST</b>        |                      | <b>\$ 93,457</b> |                 | <b>\$ 97,662</b>   |
|  |                      |                  |                 |                    |
| <b>FULLY LOADED COUNTY OPERATOR PAY RATE</b> |                      | <b>\$ 44.59</b>  |                 | <b>\$ 46.59</b>    |
| <b>Extra Board Factor</b>                    |                      |                  | 20%             | \$ 9.32            |
| <b>Total Operator Cost</b>                   |                      |                  |                 | <b>\$ 55.91</b>    |
| <b>Administration</b>                        |                      |                  | 10%             | \$ 5.59            |
|  |                      |                  |                 |                    |
| <b>HOURLY BILLING RATE</b>                   |                      |                  |                 | <b>\$ 61.50</b>    |





Attachment C  
Cover Page

RESOLUTION NO. \_\_\_\_\_  
DATED: JUNE 16, 2023

RESOLUTION APPROVING AMENDMENT SIX OF THE INTERAGENCY AGREEMENT  
BETWEEN THE CITY OF RIPON AND SAN JOAQUIN REGIONAL TRANSIT DISTRICT  
(RTD) FOR OPERATION OF RIPON'S TRANSIT SERVICES

WHEREAS, on November 20, 2012, RTD and the City of Ripon (the Parties) entered into an agreement for operation assistance of Ripon's transit services (Agreement); and

WHEREAS, the Parties entered into a First Amendment to the Agreement on April 27, 2015 to extend the term and adjust the hourly rate; and

WHEREAS, the Parties entered into a Second Amendment to the Agreement on June 6, 2016 to extend the term of the Agreement; and

WHEREAS, the Parties entered into a Third Amendment to the Agreement on August 22, 2016 to reduce the hourly rate for fiscal year 2017; and

WHEREAS, the Parties entered into a Fourth Amendment to the Agreement on April 18, 2017 to adjust the hourly rate and extend the term of the Agreement; and

WHEREAS, the Parties entered into a Fifth Amendment to the Agreement on August 7, 2018 to adjust the hourly rate and extend the term of the Agreement; and

WHEREAS, the Parties now desire to further amend the Agreement to extend the term through June 30, 2024, to adjust the hourly rate from \$42.72 to \$62.50, and to revise the indemnification.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the RTD Board of Directors that the sixth amendment of the agreement be, and hereby is, approved effective June 16, 2023.



**LEAD: GARY GIOVANETTI, CHAIRMAN OF THE BOARD**

**REPORT: ACCEPT AND FILE: APPROVED SAN JOAQUIN REGIONAL TRANSIT DISTRICT (RTD) BOARD MEMBER TRAVEL EXPENSES**

**I. SUMMARY**

- RTD staff annually solicits Board members for interest in attending educational conferences and events.
- The full Board considered expressions of interest received for travel from Board members on April 20, 2023.
- Resolution No. 7020 was passed at the Regular Board Meeting held on April, 20, 2023.
- No additional travel has been requested since prior Board approval.

**II. DISCUSSION/BACKGROUND**

RTD acknowledges its responsibility to administer limited public resources prudently and to expend them only when there will be a substantial benefit to the agency and the community it serves.

RTD is an active member of local, state, and national associations representing transit's interests before the legislative and regulatory agencies at the local, state, and federal levels. Associations, including the California Association for Community Transportation (CALACT), California Transit Association (CTA), and American Public Transportation Association (APTA), convene annual conferences providing educational sessions focusing on the public transit industry's current challenges, technology innovations, lessons learned, best practices, and networking for public transit professionals at all levels including Board members. The San Joaquin Council of Governments also convenes an annual advocacy program (One Voice) for San Joaquin County promoting projects, programs, and issues of regional significance to federal legislators and agencies, typically through a yearly trip to Washington, D.C. The purpose of One Voice is to advocate for new or increased funding and new or amended legislation for issues and projects of regional significance to the San Joaquin region.

On an annual basis, RTD staff solicits Board members for expressions of interest in attending educational conferences.

Below is an updated list of conferences Board members are interested in attending and have attended this year.

| Board Member              | 2023 CALACT Spring Conference & Expo April 17- 20, 2023 Olympic Valley, CA | San Joaquin One Voice May 7-10, 2023 Washington, DC | CTA Spring Legislative Conference May 16, 2023 Sacramento, CA | APTA Transit Board Members & Transit Board Administrators Seminars July 15-18, 2023 Birmingham, AL | APTA TRANSform Conference & Expo October 8-11, 2023 Orlando, FL | CALACT Autumn Conference & Expo Oct.31-Nov. 3, 2023 Indian Wells, CA | CTA – Fall Conference & Expo November 15-17, 2023 Pasadena, CA |
|---------------------------|--|---|---|--|---|--|--|
| Mike Restuccia            |  |   |   |  |   |  |  |
| Gary Giovanetti           |  |   |   | X  | X   |  | X  |
| Les Fong                  |  | X   |   |  | X   |  |  |
| Balwinder Singh           |  | X   |   | X  |   |  | X  |
| Stephen Castellanos       |  |   |   | X  |   |  | X  |
| Estimated Cost Per Person | \$ 1,500.00  | \$ 3,000.00   | \$ 175.00   | \$ 2,100.00  | \$ 2,500.00   | \$ 2,000.00  | \$ 1,600.00  |
| Actual Cost - Dir. Singh  |  | \$ 2,602.20   |   |  |   |  |  |
| Actual Cost - Dir. Fong   |  | \$ 3,595.07   |   |  |   |  |  |

### III. STRATEGIC PLAN PRIORITIES ALIGNMENT

This recommendation aligns with the Board's Strategic Priority 4.

Strategic Priorities:

1. Employees
2. Customers
3. Financial Health
4. Operations Excellence
5. Community Relations
6. Innovation

### IV. FINANCIAL CONSIDERATIONS/IMPACT

Estimated Board member travel expenses, including registration, are estimated at \$18,575. This amount is budgeted in the 2023 fiscal year budget under account number 403000-50912 – Board Travel.

### VI. CHANGES FROM COMMITTEE

N/A

### VII. ALTERNATIVES CONSIDERED

None.

### VIII. ATTACHMENTS

**Attachment A:** Resolution 7020

Prepared by: Merab Talamantes, Project Controls Manager

### IX. APPROVALS

Alex Clifford, CEO



Attachment A  
Cover Page

RESOLUTION NO. 7020  
DATED: APRIL 21, 2023

RESOLUTION AUTHORIZING UPCOMING BOARD OF DIRECTOR'S TRAVEL EXPENSES

WHEREAS, the San Joaquin Regional Transit District (RTD) acknowledges its responsibility to administer limited public resources prudently and to expend them only when there will be a substantial benefit to the agency and the community it serves; and

WHEREAS, RTD staff annually solicits Board members for interest in attending educational conferences and events; and

WHEREAS, the full Board will consider expressions of interest received for travel from Board members; and

WHEREAS, upon authorization from the Board, staff will work with Board members to make necessary travel arrangements.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the RTD Board of Directors that the following travel requests and estimated expenses be and are hereby authorized.

Number indicates priority

| Board Member              | 2023 CALACT Spring Conference & Expo April 17- 20, 2023 Olympic Valley, CA | San Joaquin One Voice May 7-10, 2023 Washington, DC | CTA Spring Legislative Conference May 16, 2023 Sacramento, CA | APTA Transit Board Members & Transit Board Administrators Seminars July 15-18, 2023 Birmingham, AL | APTA TRANSform Conference & Expo October 8-11, 2023 Orlando, FL | CALACT Autumn Conference & Expo Oct.31-Nov. 3, 2023 Indian Wells, CA | CTA – Fall Conference & Expo November 15-17, 2023 Pasadena, CA |
|---------------------------|--|---|---|--|---|--|--|
| Mike Restuccia            |  |   |   |  |   |  |  |
| Gary Giovanetti           |  |   |   | X  | X   |  | X  |
| Les Fong                  |  | 1   | 3   |  | 2   |  |  |
| Balwinder Singh           |  | X   |   | X  |   |  | X  |
| Stephen Castellanos       |  |   |   | X  |   |  | X  |
| Estimated Cost Per Person | \$ 1,500.00  | \$ 3,000.00   | \$ 175.00   | \$ 2,100.00  | \$ 2,500.00   | \$ 2,000.00  | \$ 1,600.00  |

Alex Clifford, the duly appointed, qualified, and acting Secretary of the San Joaquin Regional Transit District, does hereby certify that the foregoing is true and exact copy of the Resolution passed and adopted at a regular meeting of the Board of Directors of said District held on April 21, 2023.

DATED: April 21, 2023

  
ALEX CLIFFORD, SECRETARY



**LEAD STAFF: JOHN COOSE, FACILITIES SUPERINTENDENT**

**REPORT: ACCEPT AND FILE: BATTERY ENERGY STORAGE SYSTEM (BESS) PROJECT CLOSE-OUT**

**I. SUMMARY:**

- On May 18, 2018, the Board of Directors awarded a contract with Pacific Gas & Electric (PG&E) to support RTD's electric vehicle fleet infrastructure.
- On January 29, 2019, RTD received one bid from Engie Storage Services LLC NA from Santa Clara, California.
- On August 1, 2019, a contract was signed by RTD's CEO, Donna DeMartino, with Engie North America to install a BESS at the Union Transit Station.
- Construction on the BESS unit started in November 2020 and was completed in January 2023.
- RTD submitted a total reimbursement of \$557,145.80 for the BESS unit project.
- Staff will continue monitoring and gathering data from our BESS unit and allow technology to advance before considering additional BESS units.
- Accept and file this report to close out the BESS unit project as completed.

**II. DISCUSSION/BACKGROUND**

On May 18, 2018, the RTD Board of Directors awarded a contract with PG&E to support electrification infrastructure for RTD's electric vehicle fleet. Pursuant to the passing of Senate Bill (SB) 350, PG&E filed a transportation electrification application focused on accelerating electrification in the medium and heavy-duty fleet sectors. PG&E received approval from the California Utilities Commission to offer one Priority Review Project targeting a transit agency in a Disadvantaged Community, for which RTD was selected. The proposed scope of work included the installation of depot chargers at the Regional Transportation Center and a BESS at one of RTD's facilities.

PG&E hired the contractor to install the BESS unit at RTD's Union Transfer Station (UTS). PG&E could not procure the BESS because it will be owned and operated by RTD. Therefore, RTD purchased the BESS subject to full reimbursement by PG&E.

On January 14, 2019, RTD advertised the Invitation for Bid (IFB) in The Record and its eBid program for the duration of the solicitation. Twenty-Seven (27) vendors downloaded the IFB. On January 29, 2019, RTD received one bid from Engie Storage Services LLC NA from Santa Clara, California. Non-bidders were contacted to determine the reasons for not bidding. One vendor responded,

stating it did not have a product that would meet the specifications. On August 1, 2019, RTD's CEO, Donna DeMartino, signed a contract between RTD and Engie North America to install a BESS unit located at the UTS.

Construction on the BESS unit started in November 2020 and was completed in January 2023. This project was budgeted for \$605,000 with the intent to receive full reimbursement from PG&E. RTD submitted a total reimbursement amount of \$557,145.80 for the BESS unit project, \$47,854.20 under Budget.

Over the next ten (10) years, there is a recurring financial impact for the annual service agreement fee of \$2,494 per year.

### **III. STRATEGIC PLAN PRIORITIES ALIGNMENT**

This recommendation aligns with the Board's Strategic Priorities 3, 4, and 6. Strategic Priorities:

1. Employees
2. Customers
3. Financial Health
4. Operations Excellence
5. Community Relations
6. Innovation

### **IV. FINANCIAL CONSIDERATIONS/IMPACT**

There is a recurring service agreement annual fee of \$2,494 for the BESS unit for the next ten (10) years.

### **V. CHANGES FROM COMMITTEE**

N/A

### **VI. ALTERNATIVES CONSIDERED**

No alternatives. This is a close-out report.

### **VII. ATTACHMENTS**

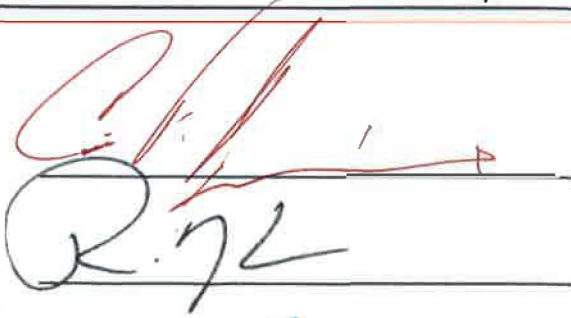
None

Prepared by: John Coose, Facilities Superintendent

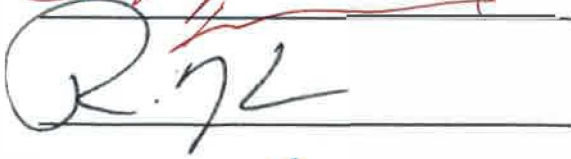


**VIII. APPROVALS**

Executive Manager Approved:  
Ciro Aguirre, COO



Financial Impact Approved:  
Robert Kyle, CFO



Alex Clifford, CEO





**LEAD STAFF: RAVI SHARMA, FINANCE MANAGER**

**REPORT: ACCEPT AND FILE: CHECK REGISTER FOR THE MONTH OF MAY 2023**

**I. SUMMARY**

- This staff report provides the Board of Directors (Board) with the Check Register for the month of May 2023.
- The Finance Department is submitting the check register for Board acceptance and filing.

**II. DISCUSSION/BACKGROUND**

This check register provides the Board with a listing of the vendors and amounts paid out on a monthly cash flow basis (Operating and Capital expenses).

All invoices submitted for the month of May 2023 have been processed, and the payments have been issued and signed by the Chief Executive Officer and Chief Financial Officer.

**III. STRATEGIC PLAN PRIORITIES ALIGNMENT**

This report aligns with the Board's Strategic Priorities 3 and 4.

Strategic Priorities:

1. Employees
2. Customers
3. Financial Health
4. Operations Excellence
5. Community Relations
6. Innovation

**IV. FINANCIAL CONSIDERATIONS/IMPACT**

The check register presents the invoices paid in May 2023 for Board review, agency disclosure, and transparency.

**V. CHANGES FROM COMMITTEE**

N/A

**VI. ALTERNATIVES CONSIDERED**

None.

**VII. ATTACHMENTS**

**Attachment A:** Check Register for the month of May 2023.

Prepared by: Ravi Sharma, Finance Manager

**VIII. APPROVALS**

Financial Impact Approved:  
Robert Kyle, CFO



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Alex Clifford, CEO



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Attachment A  
Cover Page

**SAN JOAQUIN RTD**  
**Consolidated Check Register**  
**Date Range: 05/01/2023 to 05/31/2023**

| Check       | Type | Payee ID. | Payee Name                    | Reference        | Job     | Subs | Check Date | Cancel Date | Type | Status | Check Amount |
|-------------|------|-----------|-------------------------------|------------------|---------|------|------------|-------------|------|--------|--------------|
| AP 00008554 | EFT  | V03295    | A-Z BUS SALES INC             | INVSAC6510       | 5169840 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 630.51       |
| AP 00008555 | EFT  | V00433    | AFLAC                         | 517755           | 1292460 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 644.36       |
| AP 00008556 | EFT  | E01947    | CIRO F AGUIRRE                | ACT EXPO 043023  | 1292460 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 275.00       |
| AP 00008557 | EFT  | V00018    | ANDREW C YSIANO               | A23              | 1292460 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 800.00       |
| AP 00008558 | EFT  | V05474    | ATU LOCAL 256                 | MAY23 PT DUES    | 3877380 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 9,966.41     |
| AP 00008559 | EFT  | V00528    | BIG VALLEY FORD INC           | FTCS994128       | 7754760 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 2,382.73     |
| AP 00008560 | EFT  | V02211    | CAPITAL RUBBER CO LTD         | S158372          | 1292460 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 359.92       |
| AP 00008561 | EFT  | E01946    | ALEXANDER D CLIFFORD          | REIMBCALACT041   | 1292460 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 525.84       |
| AP 00008562 | EFT  | E01140    | JOHN RAY COOSE                | ACT EXPO 043023  | 1292460 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 275.00       |
| AP 00008563 | EFT  | V00486    | CREATIVE BUS SALES INC        | XA132000070:01   | 1292460 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 189.27       |
| AP 00008564 | EFT  | E00801    | DARIO G DOMINGUEZ             | REIMB42423TOOL   | 2584920 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 563.20       |
| AP 00008565 | EFT  | V01349    | FIRST ALARM SECURITY & PATROL | 14152957         | 2584920 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 32,748.42    |
| AP 00008566 | EFT  | V02195    | GARY S. GIOVANETTI            | APTATTRANBRDM    | 1292460 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 585.64       |
| AP 00008567 | EFT  | V03216    | GILLIG LLC                    | 41031497         | 5169840 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 3,280.20     |
| AP 00008568 | EFT  | V01467    | GRAINGER                      | CM9672290575     | 5169840 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 56.57        |
| AP 00008569 | EFT  | V01673    | GREAT WEST TRUST COMPANY LLC  | 743880-01 042923 | 1292460 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 1,788.45     |
| AP 00008570 | EFT  | V05473    | HERUM CRABTREE SUNTAG         | 106866           | 1292460 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 3,605.72     |
| AP 00008571 | EFT  | V05340    | KEENAN & ASSOCIATES           | 287175           | 1292460 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 8,693.51     |
| AP 00008572 | EFT  | V00130    | LIFESONG MINISTRIES INC       | MAY2023          | 1292460 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 225.00       |
| AP 00008573 | EFT  | V05310    | MANAGED HEALTH NETWORK        | PRM-079487       | 1292460 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 389.30       |
| AP 00008574 | EFT  | V01576    | MEDICAL TRANSPORTATION        | 100019878        | 1292460 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 33,629.43    |
| AP 00008575 | EFT  | E00655    | BRADLEY MENIL                 | ACT EXPO 043023  | 1292460 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 275.00       |
| AP 00008576 | EFT  | V01204    | NAVIA BENEFIT SOLUTIONS       | FSA MAY052023    | 3877380 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 2,620.98     |
| AP 00008577 | EFT  | V00741    | PACIFIC STORAGE CO.           | 5152049          | 2584920 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 215.04       |
| AP 00008578 | EFT  | V05332    | PENNINO MANAGEMENT GROUP      | 9461             | 1292460 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 3,190.00     |
| AP 00008579 | EFT  | V01706    | PINNACLE PETROLEUM INC        | 0304964          | 1292460 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 26,028.76    |
| AP 00008580 | EFT  | V00395    | PITNEY BOWES                  | 3106064745       | 1292460 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 604.95       |

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Report: BK\_CON\_CK\_REG\_JDC\_EFT - BR: Consolidated Check Register With EFT

Time: 12:51:21

**SAN JOAQUIN RTD**  
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**Date Range: 05/01/2023 to 05/31/2023**

| Check       | Type | Payee ID. | Payee Name                  | Reference       | Job     | Subs | Check Date | Cancel Date | Type | Status | Check Amount |
|-------------|------|-----------|-----------------------------|-----------------|---------|------|------------|-------------|------|--------|--------------|
| AP 00008581 | EFT  | V02474    | PREVOST CAR (US) INC        | 902095504       | 1292460 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 224.52       |
| AP 00008582 | EFT  | V05391    | PROTERRA INC                | 1058341         | 1292460 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 437.80       |
| AP 00008583 | EFT  | V01614    | LP. ROTH STAFFING COMPANIES | 14332676        | 1292460 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 952.70       |
| AP 00008584 | EFT  | V02781    | SPORTWORKS GLOBAL LLC       | 147576          | 1292460 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 1,427.86     |
| AP 00008585 | EFT  | V05025    | THE WARDEN'S OFFICE INC     | 2096382-0       | 1292460 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 82.80        |
| AP 00008586 | EFT  | V00405    | TK SERVICES INC             | PSO039968-1     | 1292460 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 578.62       |
| AP 00008587 | EFT  | V00414    | UNITED WAY                  | CONTRIB         | 1292460 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 133.00       |
| AP 00008588 | EFT  | V05271    | US BANK                     | RETCONT         | 7754760 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 159,455.13   |
| AP 00008589 | EFT  | E01523    | JOHN EDWARD VAN CAMP        | ACT EXP 043023  | 1292460 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 275.00       |
| AP 00008590 | EFT  | V01874    | VAN DE POL ENTERPRISES      | 0278212-IN      | 1292460 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 12,257.11    |
| AP 00008591 | EFT  | V00312    | VERIZON                     | 9933250072      | 1292460 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 941.96       |
| AP 00008592 | EFT  | V01348    | VISION SERVICE PLAN (CA)    | 817873209       | 1292460 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 123.76       |
| AP 00008593 | EFT  | V01481    | YACULTA COMPANIES INC       | 6922170-01      | 3877380 | OH   | 05/04/2023 | 05/04/2023  | MW   | CX     | 667.05       |
| AP 00008594 | EFT  | V03295    | A-Z BUS SALES INC           | INVSAC6509      | 6477415 | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 8,912.71     |
| AP 00008595 | EFT  | V01840    | AAA BUSINESS SUPPLIES       | 2259297-1       | 1295483 | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 26.16        |
| AP 00008596 | EFT  | V02988    | ADVANCED ELECTRONICS        | 1605            | 1295483 | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 4,844.03     |
| AP 00008597 | EFT  | V01569    | AGREEYA SOLUTIONS INC       | 237483          | 1295483 | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 2,340.00     |
| AP 00008598 | EFT  | E01947    | CIRO F AGUIRRE              | REIMBEXECSTAF   | 1295483 | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 1,178.17     |
| AP 00008599 | EFT  | V01801    | AMAZON.COM SERVICES LLC     | 220874964745066 | 2590966 | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 451.76       |
| AP 00008600 | EFT  | V00125    | AMERICAN REFRIGERATION      | 30472429        | 1295483 | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 28.88        |
| AP 00008601 | EFT  | V01441    | APMFG FABRICATORS INC       | 316             | 1295483 | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 15,308.24    |
| AP 00008602 | EFT  | V01731    | AUTOZONE PARTS INC          | 2858031121      | 1295483 | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 98.29        |
| AP 00008603 | EFT  | V01535    | BGC PARTNERS LP             | 69713           | 1295483 | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 471.00       |
| AP 00008604 | EFT  | V00528    | BIG VALLEY FORD INC         | FTCS995039      | 6477415 | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 17,171.98    |
| AP 00008605 | EFT  | V00387    | BRANNON TIRE                | 20365365        | 2590966 | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 342.93       |
| AP 00008606 | EFT  | V00132    | CALIFORNIA WATER SERVICE    | 9332387932APR23 | 1295483 | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 4,687.87     |
| AP 00008607 | EFT  | V01313    | CARACAL ENTERPRISES LLC     | 137565          | 2590966 | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 1,576.21     |

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| AP 00008608 | EFT  | V05266    | CARL WARREN & COMPANY          | CWC-2030669    | 1295483  | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 2,330.00     |
| AP 00008609 | EFT  | V05459    | CASTLE BRANCH INC.             | 0884235-IN     | 1295483  | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 103.30       |
| AP 00008610 | EFT  | V00050    | CHASE CHEVROLET                | 983638         | 7772898  | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 2,409.71     |
| AP 00008611 | EFT  | V00486    | CREATIVE BUS SALES INC         | XA128009193:01 | 3886449  | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 4,001.31     |
| AP 00008612 | EFT  | V000426   | FASTENAL COMPANY               | CMCASTC155791  | 3886449  | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 990.15       |
| AP 00008613 | EFT  | V05245    | FREMONT PLAZA ACE HARDWARE     | 54951/1        | 6477415  | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 80.82        |
| AP 00008614 | EFT  | V01797    | GENFARE LLC                    | 90191531       | 5181932  | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 3,267.34     |
| AP 00008615 | EFT  | V03216    | GILLIG LLC                     | 41036244       | 15545796 | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 8,220.55     |
| AP 00008616 | EFT  | V01467    | GRAINGER                       | 9681307956     | 11659347 | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 948.22       |
| AP 00008617 | EFT  | V01529    | HARBOR DIESEL & EQUIPMENT INCP | 282141         | 1295483  | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 98.14        |
| AP 00008618 | EFT  | V00134    | INTERSTATE TRUCK CENTER LLC    | 01P449223      | 2590966  | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 1,088.98     |
| AP 00008619 | EFT  | V01363    | KENDALL OWEN MCSPARREN         | I51037         | 2590966  | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 779.12       |
| AP 00008620 | EFT  | V00172    | MISSION UNIFORM SERVICE        | 519150653      | 2590966  | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 358.36       |
| AP 00008621 | EFT  | V05231    | MODESTO JANITORIAL SUPPLY      | 581161         | 1295483  | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 448.82       |
| AP 00008622 | EFT  | V00166    | MUNCIE RECLAMATION SUPPLY      | 3488443        | 3886449  | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 868.63       |
| AP 00008623 | EFT  | V00741    | PACIFIC STORAGE CO.            | 1158569        | 28500626 | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 2,127.42     |
| AP 00008624 | EFT  | V03271    | PARTS AUTHORITY METRO LLC      | 16MX2478       | 2590966  | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 908.51       |
| AP 00008625 | EFT  | V02474    | PREVOST CAR (US) INC           | 902114337      | 3886449  | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 135.99       |
| AP 00008626 | EFT  | V05391    | PROTERRA INC                   | 1058726        | 1295483  | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 1,813.30     |
| AP 00008627 | EFT  | V03452    | RAY L RIGHETTI                 | 42862          | 1295483  | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 330.79       |
| AP 00008628 | EFT  | V00252    | REPUBLIC SERVICES INC          | 0208-000783778 | 6477415  | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 3,244.96     |
| AP 00008629 | EFT  | E01956    | ERNESTO REYES                  | DMVRENEWAL060  | 1295483  | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 85.00        |
| AP 00008630 | EFT  | V01614    | LP. ROTH STAFFING COMPANIES    | 14338297       | 2590966  | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 2,277.63     |
| AP 00008631 | EFT  | V01679    | SEDGWICK CLAIMS MANAGEMENT     | 400000135412   | 1295483  | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 3,695.00     |
| AP 00008632 | EFT  | V05452    | SHERWIN-WILLIAMS CO.           | 9480-2         | 1295483  | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 165.14       |
| AP 00008633 | EFT  | E02286    | SHOFI ULL AZUM SHOFI           | REIMBLUNCH4MA  | 1295483  | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 205.11       |
| AP 00008634 | EFT  | V05252    | TEC OF CALIFORNIA INC          | CM940630D      | 10363864 | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 2,687.59     |

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|-------------|------|-----------|-------------------------------|-----------------|----------|------|------------|-------------|------|--------|--------------|
| AP 00008635 | EFT  | V05025    | THE WARDEN'S OFFICE INC       | 2096867-0       | 1295483  | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 1,647.70     |
| AP 00008636 | EFT  | V01624    | US AIR CONDITIONING           | 6169473         | 1295483  | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 33.57        |
| AP 00008637 | EFT  | V05271    | US BANK                       | RETCONT         | 2590966  | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 365.27       |
| AP 00008638 | EFT  | V01874    | VAN DE POL ENTERPRISES        | 0284397-IN      | 2590966  | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 1,682.37     |
| AP 00008639 | EFT  | V00610    | WESTERN ALINEMENT SERVICE     | 40832           | 1295483  | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 75.00        |
| AP 00008640 | EFT  | V01790    | WHITE CAP SUPPLY HOLDINGS II  | 50021570071     | 3886449  | OH   | 05/11/2023 | 05/11/2023  | MW   | CX     | 879.90       |
| AP 00008641 | EFT  | V01840    | AAA BUSINESS SUPPLIES         | 2259052-0       | 3893688  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 78.03        |
| AP 00008642 | EFT  | V00433    | AFLAC                         | 744485          | 1297896  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 693.07       |
| AP 00008643 | EFT  | V01569    | AGREEYA SOLUTIONS INC         | 237905          | 2595792  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 4,338.60     |
| AP 00008644 | EFT  | V01801    | AMAZON.COM SERVICES LLC       | 148037893084105 | 6489480  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 801.68       |
| AP 00008645 | EFT  | V05474    | ATU LOCAL 256                 | INIT MAY2023    | 2595792  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 3,890.00     |
| AP 00008646 | EFT  | V01731    | AUTOZONE PARTS INC            | 2858031916      | 2595792  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 893.75       |
| AP 00008647 | EFT  | V00387    | BRANNON TIRE                  | 20365553        | 2595792  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 1,547.42     |
| AP 00008648 | EFT  | V01766    | CAL TRANSIT SYSTEMS JT POWERS | 57-2023-APR     | 1297896  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 637.97       |
| AP 00008649 | EFT  | V01753    | CAPITAL EDGE ADVOCACY INC     | 23-63           | 1297896  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 5,500.00     |
| AP 00008650 | EFT  | V01313    | CARACAL ENTERPRISES LLC       | 137808          | 3893688  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 10,364.85    |
| AP 00008651 | EFT  | V05313    | CCT TELECOMMUNICATION INC     | 76309           | 1297896  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 773.76       |
| AP 00008652 | EFT  | V00472    | CDW GOVERNMENT INC            | GG37957         | 1297896  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 29,646.00    |
| AP 00008653 | EFT  | V00050    | CHASE CHEVROLET               | 983943          | 7787376  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 1,330.90     |
| AP 00008654 | EFT  | V00511    | DS SERVICES OF AMERICA INC    | 7599441050123   | 1297896  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 466.23       |
| AP 00008655 | EFT  | V01564    | EAM SOLUTIONS                 | H912340         | 2595792  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 4,788.00     |
| AP 00008656 | EFT  | V05375    | ECS IMAGING INC.              | 17701           | 1297896  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 7,714.54     |
| AP 00008657 | EFT  | V01176    | EIP HOLDCO INC                | 189991          | 1297896  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 6,518.53     |
| AP 00008658 | EFT  | V01857    | FAITH IN ACTION COMMUNITY ED  | 2257            | 1297896  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 520.00       |
| AP 00008659 | EFT  | V000426   | FASTENAL COMPANY              | CMCASTC159314   | 11681064 | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 16,182.61    |
| AP 00008660 | EFT  | V00561    | GENERAL PARTS DISTRIBUTION LL | 6306-732242     | 5191584  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 1,392.41     |
| AP 00008661 | EFT  | V01797    | GENFARE LLC                   | 90191854        | 1297896  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 3,142.65     |

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**Consolidated Check Register**  
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| Check       | Type | Payee ID. | Payee Name                    | Reference      | Job      | Subs | Check Date | Cancel Date | Type | Status | Check Amount |
|-------------|------|-----------|-------------------------------|----------------|----------|------|------------|-------------|------|--------|--------------|
| AP 00008662 | EFT  | V03216    | GILLIG LLC                    | 41031868       | 2595792  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 1,086.82     |
| AP 00008663 | EFT  | V01467    | GRAINGER                      | CM9685677495   | 7787376  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 281.01       |
| AP 00008664 | EFT  | V01673    | GREAT WEST TRUST COMPANY LLC  | 43880-         | 1297896  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 1,788.45     |
| AP 00008665 | EFT  | V01529    | HARBOR DIESEL & EQUIPMENT INC | 281002         | 1297896  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 114.16       |
| AP 00008666 | EFT  | V01135    | LESLIE JAMES FONG             | REIMB050723SJC | 1297896  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 2,357.10     |
| AP 00008667 | EFT  | V01576    | MEDICAL TRANSPORTATION        | 100020465      | 1297896  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 31,380.75    |
| AP 00008668 | EFT  | V05361    | METTLE INC                    | 26650          | 2595792  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 16,344.52    |
| AP 00008669 | EFT  | V00166    | MUNCIE RECLAMATION SUPPLY     | 3482180        | 1297896  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 132.61       |
| AP 00008670 | EFT  | V01204    | NAVIA BENEFIT SOLUTIONS       | RTD FSA 051923 | 2595792  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 2,207.78     |
| AP 00008671 | EFT  | V05202    | PANKEY RADIATOR INC           | 259816         | 1297896  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 675.00       |
| AP 00008672 | EFT  | V03271    | PARTS AUTHORITY METRO LLC     | 16MY2381       | 3893688  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 1,308.41     |
| AP 00008673 | EFT  | V02474    | PREVOST CAR (US) INC          | 902110314      | 11681064 | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 1,769.52     |
| AP 00008674 | EFT  | V05391    | PROTERRA INC                  | 1059234        | 3893688  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 3,876.52     |
| AP 00008675 | EFT  | V03452    | RAY L RIGHETTI                | 42104          | 2595792  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 24,643.74    |
| AP 00008676 | EFT  | V00327    | RAY MORGAN                    | 4089423        | 2595792  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 924.29       |
| AP 00008677 | EFT  | V00398    | ROBERT HALF INTERNATIONAL INC | 61982906       | 5191584  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 14,561.23    |
| AP 00008678 | EFT  | V01444    | ROSCO COLLISION AVOIDANCE INC | 801623         | 1297896  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 72.60        |
| AP 00008679 | EFT  | V01644    | ROSENDIN ELECTRIC INC         | 236149         | 1297896  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 77,203.65    |
| AP 00008680 | EFT  | V00339    | ROTOCO LLC                    | 726908707      | 1297896  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 1,552.06     |
| AP 00008681 | EFT  | V05252    | TEC OF CALIFORNIA INC         | 944056D        | 7787376  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 4,537.20     |
| AP 00008682 | EFT  | V00405    | TK SERVICES INC               | PSO040993-1    | 1297896  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 120.37       |
| AP 00008683 | EFT  | V00414    | UNITED WAY                    | CONTRIB        | 1297896  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 133.00       |
| AP 00008684 | EFT  | V01624    | US AIR CONDITIONING           | 6153999        | 1297896  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 2.62         |
| AP 00008685 | EFT  | V05271    | US BANK                       | RETCONT        | 7787376  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 162,406.62   |
| AP 00008686 | EFT  | V00610    | WESTERN ALINEMENT SERVICE     | 40923          | 1297896  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 90.00        |
| AP 00008687 | EFT  | V01392    | WILLE ELECTRIC SUPPLY COMPANY | 2140217.001    | 1297896  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 17.16        |
| AP 00008688 | EFT  | V01481    | YACULTA COMPANIES INC         | 6922403-00     | 2595792  | OH   | 05/18/2023 | 05/18/2023  | MW   | CX     | 2,162.03     |

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| Check       | Type | Payee ID. | Payee Name                          | Reference       | Job      | Subs | Check Date | Cancel Date | Type | Status | Check Amount |
|-------------|------|-----------|-------------------------------------|-----------------|----------|------|------------|-------------|------|--------|--------------|
| AP 00008689 | EFT  | V03295    | A-Z BUS SALES INC                   | INVSAC7084      | 7800804  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 5,303.66     |
| AP 00008690 | EFT  | V01569    | AGREEYA SOLUTIONS INC               | 239812          | 2600268  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 9,270.72     |
| AP 00008691 | EFT  | V01613    | ANDRE-BOUDIN BAKERIES INC           | 1530483         | 1300134  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 1,267.33     |
| AP 00008692 | EFT  | V00528    | BIG VALLEY FORD INC                 | CM590552FOW     | 10401072 | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 384.33       |
| AP 00008693 | EFT  | V00387    | BRANNON TIRE                        | 20358497        | 1300134  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 609.91       |
| AP 00008694 | EFT  | V04115    | BUS AND EQUIPMENT REPAIR INC. 76587 |                 | 2600268  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 114.97       |
| AP 00008695 | EFT  | V00467    | CALIFORNIA WELDING SUPPLY CO 867331 |                 | 1300134  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 102.57       |
| AP 00008696 | EFT  | V05462    | CALSTART INC                        | FY23MSSANJOAQ   | 1300134  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 1,950.00     |
| AP 00008697 | EFT  | V01313    | CARACAL ENTERPRISES LLC             | 137597          | 2600268  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 4,027.79     |
| AP 00008698 | EFT  | V05266    | CARL WARREN & COMPANY               | CWC-2031685     | 1300134  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 2,330.00     |
| AP 00008699 | EFT  | V01615    | CEN-CAL FIRE ALARM & SECURITY 11872 |                 | 10401072 | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 690.00       |
| AP 00008700 | EFT  | V00365    | CENTRALSQUARE TECHNOLOGIES 380553   |                 | 1300134  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 225.00       |
| AP 00008701 | EFT  | V00050    | CHASE CHEVROLET                     | CM974891PAYBA   | 29903082 | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 20,894.44    |
| AP 00008702 | EFT  | E01946    | ALEXANDER D CLIFFORD                | REIMB51523BRD   | 1300134  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 103.52       |
| AP 00008703 | EFT  | V00486    | CREATIVE BUS SALES INC              | XA128008548:01  | 1300134  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 24.68        |
| AP 00008704 | EFT  | V05215    | DUNCAN PRESS INC                    | 36778           | 1300134  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 17,589.33    |
| AP 00008705 | EFT  | V00561    | GENERAL PARTS DISTRIBUTION LLC      | CM8306-730357   | 7800804  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 926.78       |
| AP 00008706 | EFT  | V01797    | GENFARE LLC                         | 90191057        | 3900402  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 350.81       |
| AP 00008707 | EFT  | V03216    | GILLIG LLC                          | 41041897        | 24702546 | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 10,385.89    |
| AP 00008708 | EFT  | V00419    | HANSON BRIDGETT LLP                 | 1347258-1347267 | 2600268  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 208,677.85   |
| AP 00008709 | EFT  | V01015    | HARBOR SIGNS INC                    | SI1175          | 2600268  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 6,413.85     |
| AP 00008710 | EFT  | E01694    | GURINDER KAUR                       | REIMB051423UNIF | 1300134  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 245.01       |
| AP 00008711 | EFT  | V01024    | KRONOS INCORPORATED                 | 12074554        | 1300134  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 709.28       |
| AP 00008712 | EFT  | E01651    | DESTINEY DIONNE LANO                | REIMB050923UNIF | 1300134  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 64.84        |
| AP 00008713 | EFT  | V00172    | MISSION UNIFORM SERVICE             | 519150653A      | 3900402  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 42.46        |
| AP 00008714 | EFT  | V05231    | MODESTO JANITORIAL SUPPLY           | 581631          | 1300134  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 2,235.98     |
| AP 00008715 | EFT  | V00166    | MUNCIE RECLAMATION SUPPLY           | 3495334         | 3900402  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 2,738.50     |

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|-------------|-------------|-----------|-------------------------------|-----------------|----------|------|------------|-------------|------|--------|--------------|
| AP 00008716 | EFT         | V01736    | NEXT LEVEL PARTS INC          | CM15889-17215   | 5200536  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 1,525.33     |
| AP 00008717 | EFT         | V00798    | NORTH AMERICAN PUBLIC         | 407907          | 1300134  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 35,500.00    |
| AP 00008718 | EFT         | E01885    | MARK ANTHONY OLIVARES         | REIMB051023UNIF | 1300134  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 114.45       |
| AP 00008719 | EFT         | V01706    | PINNACLE PETROLEUM INC        | 0306210         | 1300134  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 25,232.75    |
| AP 00008720 | EFT         | V00395    | PITNEY BOWES                  | 1022975107      | 1300134  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 434.22       |
| AP 00008721 | EFT         | V02474    | PREVOST CAR (US) INC          | 902121941       | 3900402  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 1,954.44     |
| AP 00008722 | EFT         | V05391    | PROTERRA INC                  | 1059546         | 3900402  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 1,181.61     |
| AP 00008723 | EFT         | V01599    | RELATION INSURANCE SERVICES   | 2963580         | 1300134  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 5,417.00     |
| AP 00008724 | EFT         | V01642    | RYDETRANS INCORPORATED        | RTD-042023      | 1300134  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 192,619.61   |
| AP 00008725 | EFT         | V01415    | SHAW YODER ANTWHI SCHMELZER   | 21206           | 1300134  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 3,333.33     |
| AP 00008726 | EFT         | V00298    | STOCKTON DODGE INC            | 291733DOR       | 1300134  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 276.65       |
| AP 00008727 | EFT         | V05025    | THE WARDEN'S OFFICE INC       | 2097600-0       | 1300134  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 61.14        |
| AP 00008728 | EFT         | E00770    | GERARDO TOVAR                 | REIMB050923BOO  | 1300134  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 166.77       |
| AP 00008729 | EFT         | V05372    | TRANSPORTATION SERVICES INC   | 30867           | 1300134  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 30,836.79    |
| AP 00008730 | EFT         | V01874    | VAN DE POL ENTERPRISES        | 0287618-IN      | 5200536  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 26,496.06    |
| AP 00008731 | EFT         | V05221    | WARD PROMOTIONAL MARKETING    | 63666           | 1300134  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 1,614.27     |
| AP 00008732 | EFT         | V01481    | YACULTA COMPANIES INC         | 6922669-00      | 1300134  | OH   | 05/25/2023 | 05/25/2023  | MW   | CX     | 1,643.42     |
| AP 00150101 | ** BREAK ** |           |                               |                 |          |      |            |             |      |        |              |
| AP 00150102 | CHK         | V00442    | AT&T                          | 000019854410    | 9047220  | OH   | 05/04/2023 |             | MW   | IS     | 3,924.74     |
| AP 00150103 | CHK         | V00837    | CA STATE DISBURSEMENT UNIT    | 875107 APR29    | 19386900 | OH   | 05/04/2023 |             | MW   | IS     | 2,538.81     |
| AP 00150104 | CHK         | V00214    | CALVARY FIRST ASSEMBLY OF GOD | MAY2023         | 1292460  | OH   | 05/04/2023 |             | MW   | IS     | 231.75       |
| AP 00150105 | CHK         | V00337    | CITY OF STOCKTON              | 44460113924APR2 | 1292460  | OH   | 05/04/2023 |             | MW   | IS     | 126.18       |
| AP 00150106 | CHK         | V00062    | EMPLOYMENT DEVELOPMENT DEPT   | JAN-MAR 2023    | 1292460  | OH   | 05/04/2023 |             | MW   | IS     | 28,530.00    |
| AP 00150107 | CHK         | V01692    | FIDUCIARY TRUST COMPANY OF    | A0000576        | 1292460  | OH   | 05/04/2023 |             | MW   | IS     | 2,035.00     |
| AP 00150108 | CHK         | E01678    | ROBERT JONATHAN FIELDS        | REIMB042223UNIF | 1292460  | OH   | 05/04/2023 |             | MW   | IS     | 65.89        |
| AP 00150109 | CHK         | V00286    | FRANCHISE TAX BOARD           | 570375330 APR29 | 6462300  | OH   | 05/04/2023 |             | MW   | IS     | 489.76       |
| AP 00150110 | CHK         | V01626    | FRUIT GROWERS LABORATORY INC  | 333471A         | 1292460  | OH   | 05/04/2023 |             | MW   | IS     | 1,178.00     |

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|-------------|------|-----------|--------------------------------|-----------------|----------|------|------------|-------------|------|--------|--------------|
| AP 00150111 | CHK  | E01781    | MUHAMMAD SOHRAB ALI KHAN       | REIMB041523UNIF | 1292460  | OH   | 05/04/2023 |             | MW   | IS     | 90.40        |
| AP 00150112 | CHK  | E01772    | MARCO ANTONIO MANZANO          | REIMBACTEXPO0   | 1292460  | OH   | 05/04/2023 |             | MW   | IS     | 757.08       |
| AP 00150113 | CHK  | E01998    | ANDRES ORNELAS JR Junior       | APTAMOBILCONF   | 1292460  | OH   | 05/04/2023 |             | MW   | IS     | 222.64       |
| AP 00150114 | CHK  | V00111    | PACIFIC GAS AND ELECTRIC       | 85627413819APR2 | 12924600 | OH   | 05/04/2023 |             | MW   | IS     | 19,929.00    |
| AP 00150115 | CHK  | V00106    | SAN JOAQUIN COUNTY             | 2022-23-11      | 1292460  | OH   | 05/04/2023 |             | MW   | IS     | 3,564.00     |
| AP 00150116 | CHK  | V00332    | SAN JOAQUIN DEPT OF CHILD SUPR | 214574 APR29    | 2584920  | OH   | 05/04/2023 |             | MW   | IS     | 605.53       |
| AP 00150117 | CHK  | V00183    | SHERIFFS CIVIL DIVISION        | 2023001285      | 3877380  | OH   | 05/04/2023 |             | MW   | IS     | 417.54       |
| AP 00150118 | CHK  | E01915    | LANISHEA A WILLIAMS            | REIMB041223UNIF | 1292460  | OH   | 05/04/2023 |             | MW   | IS     | 102.34       |
| AP 00150119 | CHK  | V00442    | AT&T                           | 2481347433MAY23 | 1295483  | OH   | 05/11/2023 |             | MW   | IS     | 13.24        |
| AP 00150120 | CHK  | E01776    | STEVIE L BASS                  | REIMB0423LIC/VT | 1295483  | OH   | 05/11/2023 |             | MW   | IS     | 63.00        |
| AP 00150121 | CHK  | E02321    | NICOLAS CHAVEZ                 | REIMB050423BOO  | 1295483  | OH   | 05/11/2023 |             | MW   | IS     | 147.10       |
| AP 00150122 | CHK  | E01678    | ROBERT JONATHAN FIELDS         | REIMB042923UNIF | 1295483  | OH   | 05/11/2023 |             | MW   | IS     | 152.52       |
| AP 00150123 | CHK  | E02324    | MICHAEL QUINTERO HERNANDEZ     | REIMB042823BOO  | 1295483  | OH   | 05/11/2023 |             | MW   | IS     | 170.00       |
| AP 00150124 | CHK  | E01864    | LEON HOLOMON III SUFFIX MEDIUM | REIMB080122VTT  | 1295483  | OH   | 05/11/2023 |             | MW   | IS     | 10.00        |
| AP 00150125 | CHK  | V00909    |                                | 3600789         | 1295483  | OH   | 05/11/2023 |             | MW   | IS     | 13,803.60    |
| AP 00150126 | CHK  | E01972    | AMANDA N MAHAN                 | REIMB101022UNIF | 1295483  | OH   | 05/11/2023 |             | MW   | IS     | 14.16        |
| AP 00150127 | CHK  | V00111    | PACIFIC GAS AND ELECTRIC       | 99100298035APR2 | 32387075 | OH   | 05/11/2023 |             | MW   | IS     | 35,584.70    |
| AP 00150128 | CHK  | V00058    | SAN JOAQUIN COUNCIL OF         | 04192023-1      | 1295483  | OH   | 05/11/2023 |             | MW   | IS     | 72,286.41    |
| AP 00150129 | CHK  | V00403    | THE RECORD                     | 0005092507      | 1295483  | OH   | 05/11/2023 |             | MW   | IS     | 626.43       |
| AP 00150130 | CHK  | V01858    | VISIT STOCKTON                 | 1009            | 1295483  | OH   | 05/11/2023 |             | MW   | IS     | 4,500.00     |
| AP 00150131 | CHK  | V00442    | AT&T                           | 119472675APR23  | 1297896  | OH   | 05/18/2023 |             | MW   | IS     | 95.59        |
| AP 00150132 | CHK  | V05475    | ATU LOCAL 256 COPE             | COPE MAY2023    | 1297896  | OH   | 05/18/2023 |             | MW   | IS     | 75.50        |
| AP 00150133 | CHK  | V00837    | CA STATE DISBURSEMENT UNIT     | 875107 MAY19    | 19468440 | OH   | 05/18/2023 |             | MW   | IS     | 2,538.81     |
| AP 00150134 | CHK  | V05192    | COMCAST HOLDING CORP           | 172163649       | 1297896  | OH   | 05/18/2023 |             | MW   | IS     | 659.10       |
| AP 00150135 | CHK  | V00418    | DIRECT TV                      | 036199471X23050 | 1297896  | OH   | 05/18/2023 |             | MW   | IS     | 95.99        |
| AP 00150136 | CHK  | E01593    | JENNIE SHAWNTEL FELIX          | PETTYCASH05042  | 1297896  | OH   | 05/18/2023 |             | MW   | IS     | 223.47       |
| AP 00150137 | CHK  | V01692    | FIDUCIARY TRUST COMPANY OF     | A00000576MAY19  | 1297896  | OH   | 05/18/2023 |             | MW   | IS     | 2,035.00     |

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**Date Range: 05/01/2023 to 05/31/2023**

| Check       | Type | Payee ID. | Payee Name                     | Reference       | Job      | Subs | Check Date | Cancel Date | Type | Status | Check Amount |
|-------------|------|-----------|--------------------------------|-----------------|----------|------|------------|-------------|------|--------|--------------|
| AP 00150138 | CHK  | V00286    | FRANCHISE TAX BOARD            | 570375330 MAY19 | 6489480  | OH   | 05/18/2023 |             | MW   | IS     | 862.22       |
| AP 00150139 | CHK  | V00332    | SAN JOAQUIN DEPT OF CHILD SUPR | 214574 MAY19    | 2595792  | OH   | 05/18/2023 |             | MW   | IS     | 605.53       |
| AP 00150140 | CHK  | V00183    | SHERIFFS CIVIL DIVISION        | 2023001285      | 3893688  | OH   | 05/18/2023 |             | MW   | IS     | 500.03       |
| AP 00150141 | CHK  | V00442    | AT&T                           | 6165758708      | 3900402  | OH   | 05/25/2023 |             | MW   | IS     | 2,145.56     |
| AP 00150142 | CHK  | E01830    | KENNETH WAYNE BAXTER           | REIMB050923CAS  | 1300134  | OH   | 05/25/2023 |             | MW   | IS     | 142.42       |
| AP 00150143 | CHK  | V00337    | CITY OF STOCKTON               | 688401308920MY2 | 23402412 | OH   | 05/25/2023 |             | MW   | IS     | 1,192.39     |
| AP 00150144 | CHK  | V00418    | DIRECT TV                      | 075417915X23051 | 5200536  | OH   | 05/25/2023 |             | MW   | IS     | 375.96       |
| AP 00150145 | CHK  | V01367    | FAMILY RESOURCE & REFERRAL     | CHILDYOUTHDAY   | 1300134  | OH   | 05/25/2023 |             | MW   | IS     | 45.00        |
| AP 00150146 | CHK  | V03216    | GILLIG LLC                     | 73052           | 11701206 | OH   | 05/25/2023 |             | MW   | IS     | 7,572,432.75 |
| AP 00150147 | CHK  | E01838    | PRABHJOT KAUR                  | REIMB051423UNIF | 2600268  | OH   | 05/25/2023 |             | MW   | IS     | 138.73       |
| AP 00150148 | CHK  | E02018    | TOMMY DUNG XUAN NGUYEN         | REIMB052123BOO  | 1300134  | OH   | 05/25/2023 |             | MW   | IS     | 163.43       |
| AP 00150149 | CHK  | V00111    | PACIFIC GAS AND ELECTRIC       | 35899751552APR2 | 2600268  | OH   | 05/25/2023 |             | MW   | IS     | 460.25       |

*SORTED TOTALS*

|                 |              |
|-----------------|--------------|
| Machine Written | 9,273,923.56 |
| AP Group Total  | 9,273,923.56 |

*GRAND TOTAL*

|             |              |
|-------------|--------------|
| Grand Total | 9,273,923.56 |
|-------------|--------------|



**LEAD STAFF: RAVI SHARMA, FINANCE MANAGER**

**REPORT: ACCEPT AND FILE: FISCAL YEAR-TO-DATE FINANCE METRICS REPORT FOR THE MONTH OF MAY 2023**

**I. SUMMARY**

- This staff report provides the Board of Directors (Board) with fiscal year-to-date expenses by category as a percentage of total expenses.
- The Finance Department is submitting the finance metrics for Board acceptance and filing.

**II. DISCUSSION/BACKGROUND**

The finance metrics are a set of quantifiable measures that RTD can use to gauge its performance and determine if it meets its strategic and operational goals. The metrics may provide RTD to make data-driven decisions that eventually provide improved service to the community.

**III. STRATEGIC PLAN PRIORITIES ALIGNMENT**

This report aligns with the Board's Strategic Priorities 3 and 4.

Strategic Priorities:

1. Employees
2. Customers
3. Financial Health
4. Operations Excellence
5. Community Relations
6. Innovation

**IV. FINANCIAL CONSIDERATIONS/IMPACT**

None.

**V. CHANGES FROM COMMITTEE**

N/A

**VI. ALTERNATIVES CONSIDERED**

None.

**VII. ATTACHMENTS**

**Attachment A:** FY2023 Expenses by Category, percentage of Total Expenses

Prepared by: Ravi Sharma, Finance Manager


**VIII. APPROVALS**

Financial Impact Approved:  
Robert Kyle, CFO



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Alex Clifford, CEO



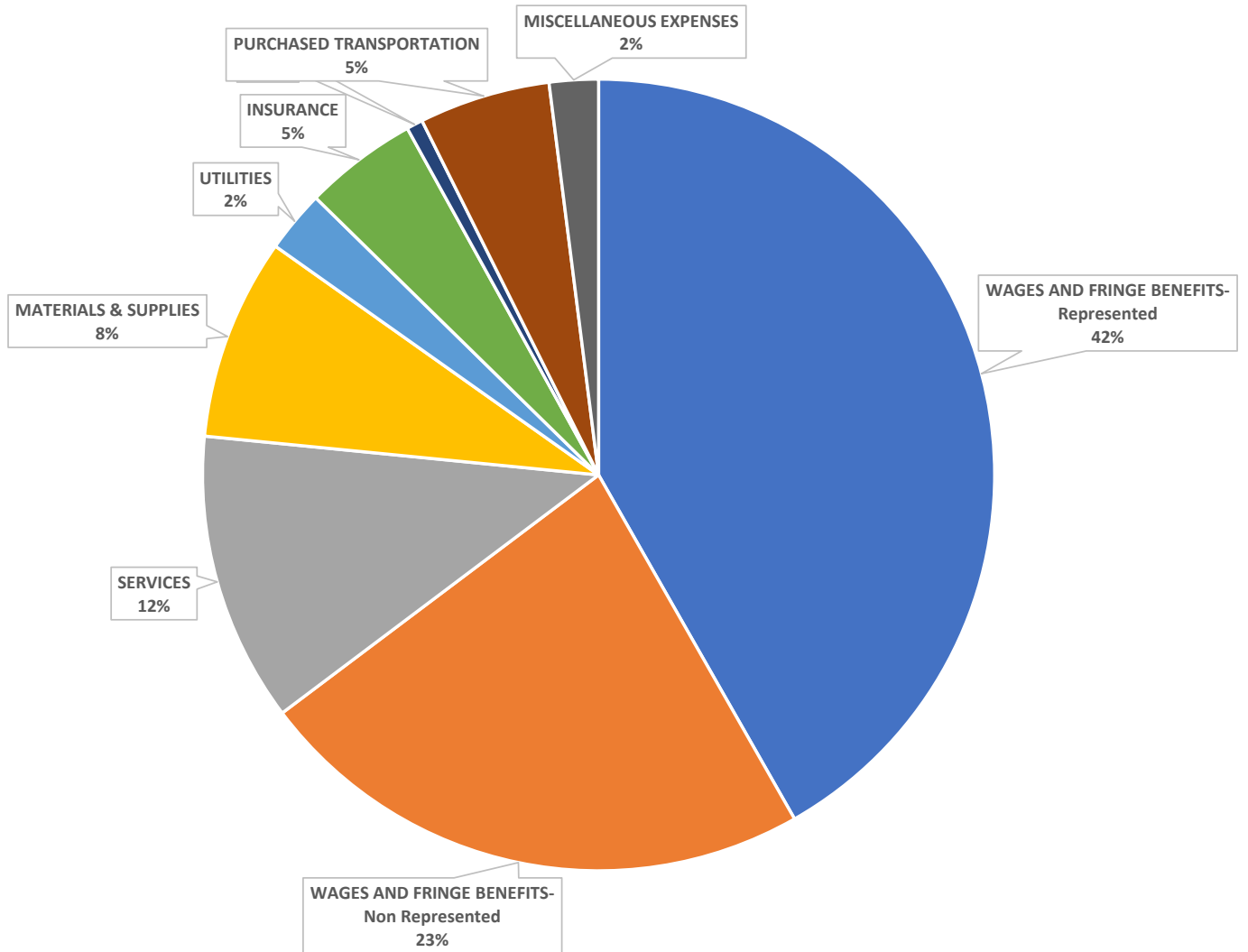
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Attachment A  
Cover Page



**FY2023 Actual Operating Expenses as of May 31, 2023 \$38,953,185**



FY2023 Expenses as of May 31, 2023 \$38,953,185

|   |                   |      |
|---|-------------------|------|
| WAGES AND FRINGE BENEFITS-Represented     | 16,267,408        | 42%  |
| WAGES AND FRINGE BENEFITS-Non Represented | 8,946,744         | 23%  |
| SERVICES                                  | 4,610,917         | 12%  |
| MATERIALS & SUPPLIES                      | 3,210,703         | 8%   |
| UTILITIES                                 | 986,775           | 3%   |
| INSURANCE                                 | 1,805,534         | 5%   |
| TAXES                                     | 259,183           | 1%   |
| PURCHASED TRANSPORTATION                  | 2,086,351         | 5%   |
| MISCELLANEOUS EXPENSES                    | 779,571           | 2%   |
|   | <u>38,953,185</u> | 100% |



**LEAD STAFF: ALEX CLIFFORD, CEO**

**I. RECOMMENDED ACTION:**

Authorize the CEO to provide a Cost-of-Living Adjustment (COLA) increase to all non-represented employees who were hired or promoted prior to July 1, 2023, effective July 1, 2023.

**II. SUMMARY:**

- On November 19, 2021, the RTD Board approved a Resolution authorizing an annual COLA to all non-represented employees effective July 1<sup>st</sup> of each year.
- The authorized COLA, not to exceed 3%, is to be presented for Board approval annually in June of each year.
- The recommended COLA is to be based on a Consumer Price Index (CPI) applicable to San Joaquin County.
- In August 2022, the RTD Board established the CPI-U for the San Francisco-Oakland-Hayward area as the benchmark CPI for the region.
- The CPI-U for the San Francisco-Oakland-Hayward area for the twelve-months ended April 2023 is 4.2%.
- Since the CPI-U for the benchmark area exceeds 3%, the CEO recommends Board approval of a 3% COLA effective July 1, 2023.

**III. DISCUSSION/BACKGROUND**

At the November 19, 2021, Board meeting, the RTD Board approved a Resolution authorizing an annual COLA for non-represented RTD employees, not to exceed 3% annually, based on a CPI applicable to the San Joaquin County region. The Board Resolution established the annual COLA to be the region's CPI, not to exceed 3%.

In 2022, following extensive research, the CEO recommended to the Board that the San Francisco-Oakland-Hayward Bureau of Labor Statistics (BLS) CPI-U represented the closest and most applicable CPI to be used annually in the determination of the COLA adjustment for non-represented employees. In August 2022, the Board approved the CEO's recommended approach. The CEO was unable to locate a standalone San Joaquin County CPI. In contrast, the BLS Pacific Division Area was seen as too broad since it includes Alaska, California, Hawaii, Oregon, and Washington.

Additionally, the Consumer Price Index for all urban consumers (CPI-U) was recommended since it includes urban consumers and all items, including food and energy.

The CPI-U for the San Francisco-Oakland-Hayward area is published every two months, and the June CPI-U is not expected to be published until about mid-July each year. Therefore, the CEO recommended that when he submits his annual recommendation to the Board in June each year, the BLS CPI-U for the twelve months ending in April be used annually as the basis for his recommendation.

Since the CPI-U for the San Francisco-Oakland-Hayward area for the twelve months ended April 2023 exceeded 3%, the CEO recommends that the Board approve a COLA for the non-represented employees of 3%, effective July 1, 2023.

| Benchmark Area  | 12-Months Ending | Data Series                        | CPI-U |
|---|------------------|------------------------------------|-------|
| San Francisco-Oakland-Hayward*<br><a href="https://www.bls.gov/regions/west/news-release/consumerpriceindex_sanfrancisco.htm">https://www.bls.gov/regions/west/news-release/consumerpriceindex_sanfrancisco.htm</a> | April 2023       | CPI-U**<br>for all urban Consumers | 4.2%  |

\*San Francisco-Oakland-Hayward includes Alameda, Contra Costa, Marin, San Francisco, and San Mateo Counties

\*\*Consumer Price Index for All Urban Consumers (CPI-U) All items, including food and energy

It should be noted that five recently promoted employees have agreed to waive the July 1, 2023 COLA since their new salary was based on market comparables, experience, education, and internal equity.

#### IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This report pertains to the Board's Strategic Priorities 1 and 3.  
Strategic Priorities:

1. Employees
2. Customers
3. Financial Health
4. Operations Excellence
5. Community Relations
6. Innovation

#### V. FINANCIAL CONSIDERATIONS/IMPACT

The required funding of \$208,981 representing a 3% COLA for all non-represented employees, including the COLA impact on employee benefits and FICA/Medicare, was budgeted in each Cost Center in the FY24 Budget. Gross 3% Increase of \$173,711; 401(a) contribution of \$15,478; Defined Benefits Contribution of \$6,503; and FICA/Medicare \$13,289.

**VI. ALTERNATIVES CONSIDERED**

The recommendations in this report are based on the November 19, 2021 Board adopted policy and Resolution and the policy actions approved by the Board at their August 2022 Board meeting. The Board could instead do the following:

- Do nothing - This would result in the Board's temporary or permanent policy suspension and the FY24 COLA increase for non-represented employees would not be implemented.
- The Board could direct staff to implement a different COLA increase.
- The Board could direct staff to return with a different pay increase plan.

**VII. ATTACHMENTS**

**Attachment A:** Resolution 6021 dated November 19, 2021  
**Attachment B:** Resolution dated June 16, 2023

Prepared by: Alex Clifford, CEO

**VIII. APPROVALS**

Financial Impact Approved:  
Robert Kyle, CFO

A handwritten signature in black ink, appearing to be 'R. Kyle', written over a horizontal line.

Alex Clifford, CEO

A handwritten signature in blue ink, appearing to be 'Alex Clifford', written over a horizontal line.



Attachment A  
Cover Page

RESOLUTION NO. 6021  
DATED NOVEMBER 19, 2021

RESOLUTION APPROVING AN AMENDMENT TO THE POLICIES AND PROCEDURES MANUAL  
FOR NON-REPRESENTED EMPLOYEES TO INCLUDE AN ANNUAL COST-OF-LIVING  
ADJUSTMENT (COLA) INCREASE BASED ON THE APPLICABLE CONSUMER PRICE INDEX (CPI)  
FOR SAN JOAQUIN COUNTY

WHEREAS, the overall purpose of a Cost-of-Living Adjustment (COLA) is to offset or reduce the effects of inflation by annually reviewing employee salaries in relation to changes in applicable cost-of-living indexes; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of the San Joaquin Regional Transit District (RTD), as follows:

- 1) The Policies and Procedures Manual for Non-Represented Employees be amended to include a provision that in June of each year, the RTD Board will approve a CPI applicable to San Joaquin County not to exceed 3% which will be the basis for COLA adjustment for nonrepresented employees effective July 1, the beginning of RTD's fiscal year.

Gloria G. Salazar, the duly appointed, qualified, and acting Secretary of the San Joaquin Regional Transit District, does hereby certify that the foregoing is true and exact copy of the Resolution passed and adopted at a regular meeting of the Board of Directors of said District held on November 19, 2021.

DATED: November 19, 2021

  
GLORIA G. SALAZAR, SECRETARY



Attachment B  
Cover Page

RESOLUTION NO. \_\_\_\_\_  
DATED: JUNE 16, 2023

RESOLUTION AUTHORIZING THE CEO TO PROVIDE A COST-OF-LIVING ADJUSTMENT  
(COLA) INCREASE TO ALL NON-REPRESENTED EMPLOYEES WHO WERE HIRED OR  
PROMOTED PRIOR TO JULY 1, 2023, EFFECTIVE JULY 1, 2023

WHEREAS, the Board approved a Resolution authorizing an annual COLA to all non-represented employees effective July 1st of each year on November 19, 2021; and

WHEREAS, the recommended COLA is to be based on a Consumer Price Index (CPI) applicable to the San Francisco-Oakland-Hayward Region, a region nearby San Joaquin County, not to exceed 3%; and

WHEREAS, the CPI Data Series will be the CPI-U (urban area includes food & energy); and

WHEREAS, the CPI is based on the most recent twelve months ended, as published by the BLS ending April 2023; and

WHEREAS, for the FY24 COLA increase, the Board concurs that the CPI-U for the San Francisco-Oakland-Hayward Region for the twelve months ending April 2023 is 4.2%; and

WHEREAS, the required funding in the amount of \$208,981, representing a 3% COLA for all non-represented employees, inclusive of the COLA impact on employee benefits and FICA/Medicare, was budgeted in each Cost Center in the recently approved FY24 Budget.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of San Joaquin Regional Transit District that the Board authorize the CEO to proceed with a COLA increase of 3% for all non-represented employees, effective July 1, 2023.





**LEAD STAFF: VIRGINIA ALCAYDE, DIRECTOR OF FINANCIAL PLANNING**

**I. RECOMMENDED ACTION:**

Adopt the Fiscal Year 2023-2024 (FY24) Operating Budget in the amount of \$53,205,623 and Capital Budget in the amount of \$12,484,608.

**II. SUMMARY**

- RTD presents its Budget for adoption by the Board annually before the start of its fiscal year.
- RTD develops its Budget using the zero-based budgeting method.
- RTD's strategic plan serves as a guide during the budget process.
- The proposed operating and capital budgets were developed with input from staff, the RTD leadership team, and board members and were drafted to meet RTD's objectives with available resources.
- The FY24 proposed operating and capital budgets and funding outlook were presented for review at a Finance and Audit Committee meeting on May 12, 2023, and at RTD's Board of Directors Meeting on May 19, 2023. A separate budget review was conducted on May 22, 2023, for a Board member unable to attend the May 19, 2023, meeting.
- Upon Board approval, RTD's FY24 Operating and Capital budgets will provide RTD with the expenditure authority from July 1, 2023, through June 30, 2024, including the authority to spend on capital projects.

**III. DISCUSSION/BACKGROUND**

RTD aims to continuously raise the bar of performance in achieving its primary mission, vision, goals, and initiatives. RTD's Budget will serve as its financial plan in order to accomplish its objectives and fund its operating and capital activities to provide sustainable services to the San Joaquin County community and keep RTD's infrastructure, vehicles, and equipment in a state of good repair.

The FY24 proposed Budget was calculated based on pre-pandemic service levels with service improvements and design that will ensure accountability, compliance, and quality of service, especially in disadvantaged neighborhoods.

The budgetary impact from the results of labor negotiation is not included in this FY24 proposed Budget and may require Board consideration of a budget amendment after an agreement is reached.

RTD's FY24 Funding Sources:

FY24 projected funding sources are matched with FY24 eligible expenditures with priority to fund eligible operating expenses, then to eligible capital projects.

Fare Revenue

Fares collected from passengers are used to fund operations. The Fare revenue growth is mostly dependent on an increase in ridership and fare increase per passenger. FY24 fare revenue projection assumes no increase in passenger fares, but fare revenue is projected to increase 4.8% compared to FY23 because of projected ridership growth from service expansion and improvements. The Farebox Ratio, the ratio of fares over operating expenses, is one of the required efficiency criteria measures of Transportation Development Act funding. This requirement was lifted through the end of FY23 but is expected to be extended. The Stockton Unified School District, the San Joaquin Delta College, and the San Joaquin County Office of Education provide RTD with fare subsidies to allow their students to ride fare-free, except on Van Go! and Commuter routes.

Auxiliary and Non-transportation Revenues

Auxiliary and non-transportation revenues are from advertising revenue, interest income, and rental revenue. Advertising and rental revenues are projected to be flat. The interest revenue is projected to increase because of a higher cash balance.

Transportation Development Act (TDA)

The California Legislature enacted the Mills-Alquist-Deddeh Act (SB 325) to improve existing public transportation services and encourage regional transportation coordination, known as the Transportation Development Act of 1971. TDA funds are administered by Caltrans and implemented by the San Joaquin Council of Governments (SJCOG). TDA established two funding sources: the Local Transportation Fund (LTF) and the State Transit Assistance Fund (STAF). SJCOG allocates TDA funds to each city and unincorporated area of San Joaquin County. RTD's Budget is consistent with the preliminary estimates issued by SJCOG.

TDA- Local Transportation Fund (LTF)

LTF revenue is generated from a quarter-cent of the general sales tax that is returned to the County source. The State Board of Equalization, based on sales tax collected in each county, returns the sales tax revenues to each county's LTF. After off-the-top apportionments, SJCOG apportions the remaining LTF funds to cities and unincorporated areas of San Joaquin County based on the State Department of Finance population estimate. Apportionment estimate for RTD in FY24 is \$32,363,399, which reflects a \$2.18 Million increase over the FY23 estimate; however, final apportionments are normally determined in August after the fiscal year-end. The \$32.36 million apportionment estimate includes \$1.04

million in funding specifically designated for Consolidated Transportation Services Agency (CTSA) programs in San Joaquin County. LTF remains to be RTD's primary operating funding source; it provides 61% of funding for FY24 proposed Operating Budget.

*TDA - State Transit Assistance Fund (STAF)*

STAF is generated from sales tax on diesel fuel. The legislature appropriates it to the State Controller's Office (SCO), who allocates the tax revenue to planning agencies and other selected agencies to SJCOG for San Joaquin County. SJCOG provides estimates and final apportionments to its jurisdiction. RTD will continue to use STAF for capital projects, except for \$175,000 that was specifically appropriated for operating BART weekend service. STAF provides 28% funding for FY24 proposed capital projects.

*Property Tax*

RTD receives its annual share of property tax revenue from the San Joaquin County Auditor/Controller's office. The FY24 Property tax revenue estimate is based on FY22 actual revenue plus an average 5-years increase.

*Measure K (MK)*

Measure K is a voter-approved, half-cent sales tax for transportation projects in the San Joaquin County region. MK renewal is effective April 1, 2011, through March 31, 2041. RTD's MK revenues have been flat for the past six years, but it is projected to increase since there has been growth in sales tax. Without SJCOG's updated MK expenditures plan and FY24 agreements, RTD has budgeted MK revenue for the same amount as FY23.

*Low Carbon Transit Operations Program (LCTOP)*

The LCTOP is one of the state programs established in 2014 by Senate Bill 862 that is part of the Transit, Affordable Housing, and Sustainable Communities Program to provide operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility, with a priority on serving disadvantaged communities. The State Controller's Office allocates the annual proceeds from the Greenhouse Gas Reduction Fund to the LCTOP Operations Program, and it is apportioned in the same manner as STA. Caltrans administers LCTOP in coordination with the Air Resource Board. RTD will continue to use its LCTOP apportionment to fund BRT Midtown Corridor service in FY24 because the five-years LCTOP limitation for the use of funds on a project has been lifted.

*Transformative Climate Communities (TCC)*

The TCC program was established by Assembly Bill (AB) 2722. TCC funds community-led development and infrastructure projects that achieve environmental, health, and economic benefits in California's most disadvantaged communities. RTD is a sub-recipient of the TCC grant from the City of Stockton.

TCC partially funded RTD's Bus Mechanic Apprenticeship Program in FY2023; there is no funding in FY24 for this purpose, so the Mechanic apprenticeship program will be funded by other operating funds. RTD is waiting for an executed TCC award to purchase one bus.

*Senate Bill 1 (SB1): State of Good Repair*

SB1 provides resources to build a safe, resilient, and equitable transportation future. SBI apportionments are being released through Public Utility Code (PUC) 99313 and 99314. PUC 99313 for FY24 was estimated based on the prior year's 56% average share of RTD and PUC 99314 is directly apportioned by SCO to RTD. The total \$819,238 estimated revenues will be used to replace fully depreciated support vehicles and purchase maintenance equipment.

*Federal Section 5307: Urbanized Area Formula Program*

The Federal Section 5307 Urbanized Area Formula Program is authorized by 49 United State Code (U.S.C.) 5307. It provides funding for qualified transit-related expenses. Federal funding levels are tied to congressional negotiations on other budget and policy issues. RTD directly receives Section 5307 funds under the "Urbanized Area with 200,000 and overpopulation group." For areas with populations of 200,000 and more, the appropriation formula is based on a combination of bus revenue vehicle miles, bus passenger miles, fixed guideway revenue vehicle miles, and fixed guideway route miles, as well as population and population density. Funding apportionment for Stockton Urbanized Zone Area is being split between RTD and San Joaquin Regional Rail Commission (SJRRRC) based on applicable annual data from National Transit Database (NTD) and "Full Year Formula Programs Apportionment Data Unit Values" issued by Federal Transit Administration (FTA). The Federal Register that provides information on Federal funds for the fiscal year is unavailable until around February of the Fiscal Year, so RTD estimated FY24 apportionment at FY23 actual apportionment level. Federal 5307 allows a pre-award authority to spend. Programming priority is the mandated 1% Security, then on eligible operating expenses, and the remaining projected amount is programmed to eligible capital projects. The projected FY24 apportionment will fund security-related capital projects, preventive maintenance, mobility management, capital cost of contracting, and other eligible capital projects.

*Federal Section 5311: Rural Area Program*

The FTA Section 5311 Formula Program is authorized by 49 U.S.C. Chapter 53, Section 5311, as reauthorized under Fixing America's Surface Transportation (FAST) Act Section 3007. It provides capital, planning, and operating assistance to support public transportation in rural areas with populations of less than 50,000. Caltrans administers the program and RTD is a sub-recipient. RTD will use 5311 grants for operations but will prioritize using the \$1.1 million Section

5311 Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) grant over the formula grant.

**Federal Section 5339 (a): Bus and Bus Facilities**

Federal Section 5339 (a) provides funding to states and transit agencies through a statutory formula to replace, rehabilitate, and purchase buses and related equipment, and to construct bus-related facilities, including technological changes or innovations to modify low or no-emission vehicles or facilities. RTD will use Section 5339 (a) grant in FY2024 for facility and technology improvements.

**Other Revenue Sources**

In addition to the formula apportionments, RTD is in the process or will apply for discretionary and competitive grants. Awards and eligible projects for these grants will be presented to the Board as FY24 capital budget adjustments.

- Federal Section 5339 (b): Buses and Bus Facilities Infrastructure Investment Program
- Federal Section 5339 (c): [Low or No Emission Bus Discretionary Program](#)
- Federal Section 5307: Congestion Mitigation and Air Quality (CMAQ) Improvement Program
- Federal Section 5310: Enhanced Mobility of Seniors & Individuals with Disabilities Program.

**Operating Budget**

RTD's proposed FY24 operating budget is \$53,205,623. The FY24 budget assumes direct operations of all services except Dial-A-Ride services. Service level will be at pre-COVID level with service improvements and expansion, especially in disadvantaged neighborhoods. RTD will implement measures to fill vacancies, retain personnel, and provide career development; enhance the safety and security of customers and employees; implement strategies for reduction in fare evasion; and complete the evaluation of Van Go! service's sustainability and service effectiveness.

The FY24 projected expenses include the following major budget drivers, that in part contribute to the net 9.3% budget increase:

- RTD will hire new employees and will upgrade positions in an effort to prepare for higher technology projects, improve services, and help in its journey to increase ridership.
- There will be a 3% increase for non-represented personnel as approved under Board Resolution No. 6021.
- Progression pay rate increases for represented personnel. *(No assumptions made yet for increases in represented personnel costs pending results of labor negotiation.)*
- A 6.25% increase in medical premiums and a 3.5% increase in dental and

- vision premiums.
- The Defined Benefit Retirement Plan contribution rate increased by 4.46%, from 32.42% to 36.88%, based on the approved recommended rate by the retirement actuary.
  - Increase in security to enhance the safety of customers and employees.
  - Reduced diesel fuel, fuel taxes, and vehicle parts because of new buses and the new electric buses. Electric fuel expense is classified under utilities.
  - The cost of liability insurance premiums is lower because RTD partnered with California Transit Indemnity Pool (CALTIP) to benefit from their lower premium cost.
  - Increase in service level and projected increase in service demand for ADA Dial-A-Ride
  - Increase in operating contingency from \$300K to \$500K.
  - Projected increase in staff training, tuition reimbursement, promotional and outreach advertising, recruitment expenses, and Consolidated Transportation Services Agency (CTSA)-related expenses.

### Proposed Fiscal Year 2024 Operating Budget

| Description                      | FY23 Adopted Budget  | FY24 Proposed Budget | FY24 Increase (Decrease) over FY23 Budget |         |
|----------------------------------|----------------------|----------------------|---|---------|
| <b>Revenue</b>                   |                      |                      |   |         |
| Passenger Fares                  | \$ 2,110,598         | <b>\$ 2,212,428</b>  | \$ 101,830                                | 4.8%    |
| Auxiliary and Non-transportation | 769,252              | <b>1,120,126</b>     | 350,874                                   | 45.6%   |
| Property Tax                     | 1,269,986            | <b>1,336,386</b>     | 66,400                                    | 5.2%    |
| Measure K                        | 5,706,030            | <b>5,706,030</b>     | -   | 0.0%    |
| LCTOP                            | 1,556,856            | <b>1,602,176</b>     | 45,320                                    | 2.9%    |
| TCC Grant                        | 109,826              | -                    | (109,826)                                 | -100.0% |
| TDA-STA                          | 175,000              | <b>175,000</b>       | -   | 0.0%    |
| TDA-LTF                          | 30,186,961           | <b>32,363,399</b>    | 2,176,438                                 | 7.2%    |
| Federal 5307                     | 5,696,742            | <b>7,009,438</b>     | 1,312,696                                 | 23.0%   |
| Federal 5311                     | 1,110,002            | <b>1,680,639</b>     | 570,637                                   | 51.4%   |
| <b>Total Operating Revenue</b>   | <b>\$ 48,691,253</b> | <b>\$53,205,623</b>  | \$ 4,514,370                              | 9.3%    |
| <b>Expenses</b>                  |                      |                      |   |         |
| Wages & Fringes                  | \$ 33,201,423        | <b>\$36,854,204</b>  | \$ 3,652,781                              | 11.0%   |
| Services                         | 4,122,964            | <b>4,815,580</b>     | 692,616                                   | 16.8%   |
| Materials & Supplies             | 3,984,819            | <b>3,669,899</b>     | (314,920)                                 | -7.9%   |
| Utilities                        | 1,194,462            | <b>1,270,443</b>     | 75,981                                    | 6.4%    |
| Insurance                        | 2,189,381            | <b>1,938,589</b>     | (250,792)                                 | -11.5%  |
| Taxes & Licenses                 | 337,278              | <b>289,031</b>       | (48,247)                                  | -14.3%  |
| Purchased Transportation         | 2,127,120            | <b>2,299,663</b>     | 172,543                                   | 8.1%    |
| Operating Contingency            | 300,000              | <b>500,000</b>       | 200,000                                   | 66.7%   |
| Miscellaneous Expenses           | 1,233,806            | <b>1,568,215</b>     | 334,409                                   | 27.1%   |
| <b>Total Operating Expense</b>   | <b>\$ 48,691,253</b> | <b>\$53,205,623</b>  | \$ 4,514,370                              | 9.3%    |
| <b>Surplus (Deficit)</b>         | <b>\$ -</b>          | <b>\$ -</b>          | <b>\$ -</b>                               |         |

### Capital Budget

FY24 Proposed Capital Budget is \$12,484,608 and fully funded with formula grants. RTD will continue to apply for discretionary and competitive grants, when awarded, it will be presented to the Board as an amendment to FY24 Capital Budget.

The main objective of RTD's capital projects in FY24 is to invest in Information Technology infrastructure to remove single point of failures, increasing redundancy, and ensuring data backup, keep RTD's infrastructure and rolling stock in a state of good repair, implement technology and facility improvements,

reduce greenhouse emissions, comply with Innovative Clean Transit (ICT) regulations, implement Fuel Cell Electric Bus (FCEB) pilot program, and improve its customers' and employees' safety and security.

### Proposed Fiscal Year 2023 Capital Budget

| Capital Funding Sources               | Type    | Amount               | Percentage    |
|---------------------------------------|---------|----------------------|---------------|
| FTA 5307 Urbanized Area (UZA) Formula | Formula | 6,551,875            | 52.5%         |
| FTA 5339(a) Bus and Bus Facilities    | Formula | 1,629,791            | 13.1%         |
| SB1 State of Good Repair (SGR)        | Formula | 819,238              | 6.6%          |
| State Transit Assistance (STA)        | Formula | 3,483,704            | 27.9%         |
| <b>Total Projected Capital Funds</b>  |         | <b>\$ 12,484,608</b> | <b>100.0%</b> |

| Proposed Capital Projects by Category  | Amount               | Percentage    |
|--|----------------------|---------------|
| <b>Communication, IT and Office Equipment: Financial and Grants software:</b> Switch network infrastructure, servers, storage arrays, copiers, other hardware/software, and equipment. | \$ 5,906,836         | 47.3%         |
| <b>Facilities - Associated Transit Improvements:</b> Bus stop signs and amenities update.  | 254,812              | 2.0%          |
| <b>Facilities - Other Capital Improvements:</b> Hydrogen Fueling Trailer, DTC HVAC replacement, DTC Scrubber and HTS plumbing/sink.  | 4,447,955            | 35.6%         |
| <b>Maintenance Equipment and Support Vehicles:</b> Shop tools, equipment and replacement for six (6) support vehicles.   | 819,238              | 6.6%          |
| <b>Safety and Security:</b> Portable light towers, network firewall, and Pedestrian Collision Avoidance Detection System (PCADS).  | 1,055,767            | 8.5%          |
| <b>Total Proposed Capital Projects</b>   | <b>\$ 12,484,608</b> | <b>100.0%</b> |

|                                 |             |
|---------------------------------|-------------|
| <b>Budget Surplus (Deficit)</b> | <b>\$ -</b> |
|---------------------------------|-------------|

#### IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This recommendation aligns with the Board's Strategic Priorities 1 through 6. Strategic Priorities:

1. Employees
2. Customers
3. Financial Health
4. Operations Excellence
5. Community Relations
6. Innovation

#### V. FINANCIAL CONSIDERATIONS/IMPACT

Total of \$65,690,231 (\$ 53,205,623 Operating and \$ 12,484,608 Capital)

#### VI. CHANGES FROM COMMITTEE

N/A

#### VII. ALTERNATIVES CONSIDERED

None.



**VIII. ATTACHMENTS**

**Attachment A:** Proposed Operating and Capital Budgets presented to the Board of Directors on May 19, 2023  
**Attachment B:** Resolution

Prepared by: Virginia Alcayde, Director of Financial Planning

**IX. APPROVALS**

Financial Impact Approved:  
Robert Kyle, CFO



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Alex Clifford, CEO



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Attachment A  
Cover Page



# **Fiscal Year 2024 Proposed Operating and Capital Budget**

**Board of Directors Meeting  
June 16, 2023**

**Presented by:  
Virginia Alcayde, Director of Financial Planning**

# Overview of Today's Presentation

- **Budget Process**
- **FY24 Operating Budget**
  - Service Plan
  - Major Budget Drivers/Assumptions - Revenue and Expense
  - Stimulus Grants
  - 5-Year Operating Budget
- **FY24 Capital Budget**
- **Non-controllable Budget Risk**
- **Reserve Funds Balance**

# Budget Process

- Strategic Planning and Budget Training with Staff
  - Board Workshop (3/24/2023)
  - Departmental Budget Proposals
    - Funding Projections
- Departmental Budget line-item review with CEO
  - Capital Budget review with CEO
  - CEO Final Review of Draft Budget
- Finance and Audit Committee Board Review (5/12/2023)
  - Board Review of Draft Budget (5/19/2023)
    - Board Adoption (6/16/2023)
  - Budget Distribution to Stakeholders
- Budget Control, Monitoring, and Status Reporting

# OPERATING BUDGET

# FY24 Operating Objectives

- Continue to directly operate county services through April 24, 2024
- Pre-COVID service levels
- Focus on service improvements specially in Disadvantaged Neighborhoods to increase ridership
- Employee: Attraction, Retention, and Development
- Enhance Safety and Security
- Reduction in Fare Evasion
- Provide Board with Van Go! recommendations

# FY24 Major Budget Drivers - Revenue

- **Revenue**

- 5% increase in fare revenue due to projected increase in ridership
- Increase in non-transportation revenue due to higher interest revenue
- 5% increase in property tax based on historical data
- Measure K is budgeted the same amount as prior year, awaiting MK Strategic Plan from SJCOG
- \$45.3K increase in Low carbon Transit Operations Program (LCTOP) apportionment
- No Transformative Climate Communities (TCC) operating funding
- 100% of State Transit Assistance (STA) programmed for capital projects
- \$2.18M increase in Local Transportation Fund (LTF) based on estimates from SJCOG
- \$1.31M increased use of Federal 5307 grant for preventive maintenance, mobility management, and contracting cost
- \$1.1M Corona Virus Response and Relief Supplemental Appropriations Act (CRRSAA)



# Operating Revenues FY23 to FY24

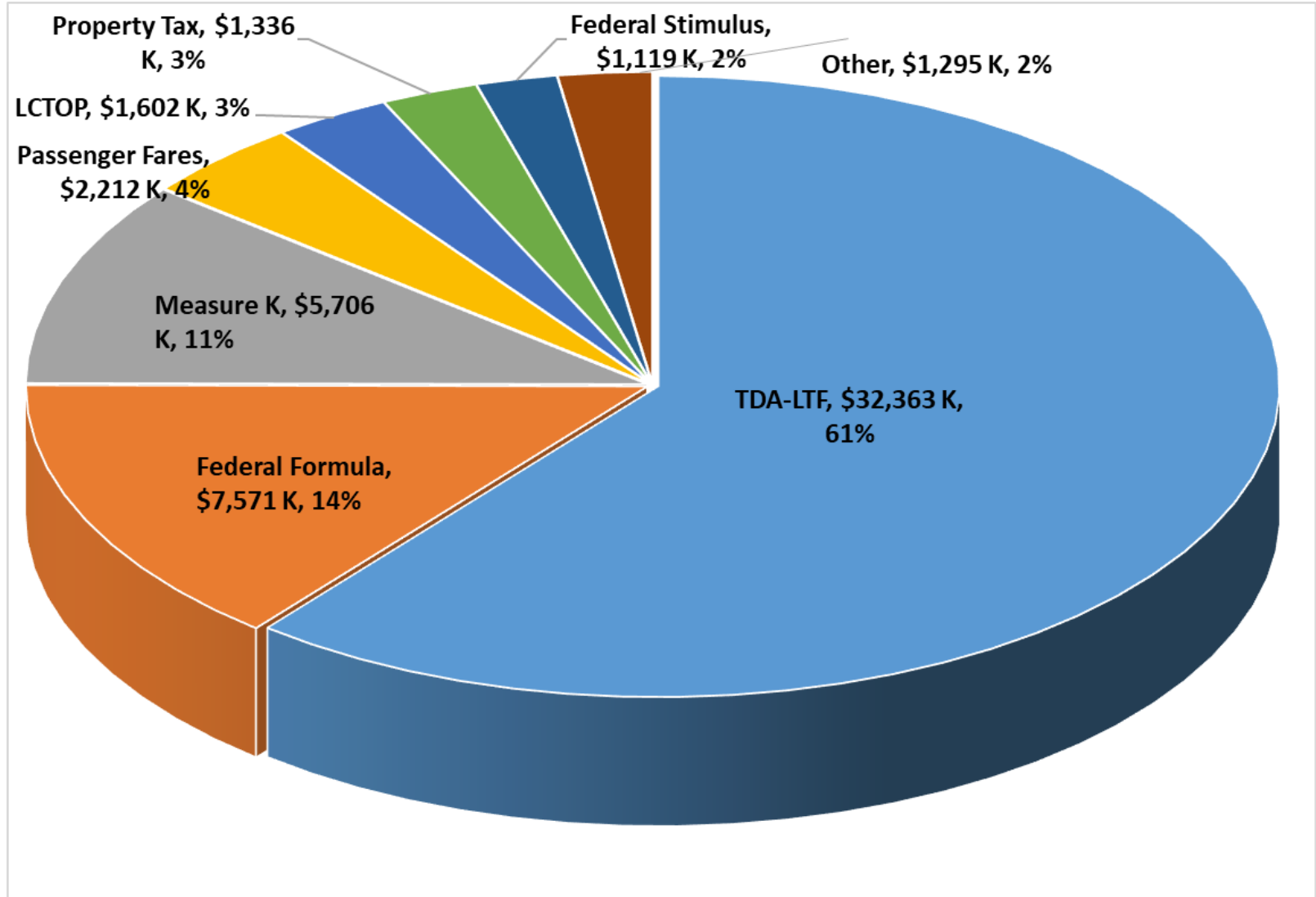
(\$ in thousands)

| Description                      | FY23<br>Adopted<br>Budget | FY24<br>Proposed<br>Budget | FY24 Increase<br>(Decrease) over FY23<br>Budget |         |
|----------------------------------|---------------------------|----------------------------|---|---------|
| Revenue                          |                           |                            |   |         |
| Passenger Fares                  | \$2,111                   | \$2,212                    | \$102   | 4.8%    |
| Auxiliary and Non-transportation | 769                       | 1,120                      | 351   | 45.6%   |
| Property Tax                     | 1,270                     | 1,336                      | 66  | 5.2%    |
| Measure K                        | 5,706                     | 5,706                      | 0   | 0.0%    |
| LCTOP                            | 1,557                     | 1,602                      | 45  | 2.9%    |
| TCC Grant                        | 110                       | 0                          | -110  | -100.0% |
| TDA-STA                          | 175                       | 175                        | 0   | 0.0%    |
| TDA-LTF                          | 30,187                    | 32,363                     | 2,176   | 7.2%    |
| Federal 5307                     | 5,697                     | 7,009                      | 1,313   | 23.0%   |
| Federal 5311 (Formula)           | 550                       | 561                        | 11  | 2.0%    |
| Operating Revenues               | \$48,132                  | \$52,086                   | \$3,955   | 8.2%    |
| Federal 5311 (ARPA)              | 560                       |                            |   |         |
| Federal 5311 (CRRSA)             |                           | 1,119                      |   |         |
| Total Operating Revenues         | \$48,691                  | \$53,206                   | \$4,514   | 9.3%    |

# Federal Stimulus Grants

|   |  | ( \$ in Thousands) |                  |                  |               |                 |                 |                  |   |
|---|--|--------------------|------------------|------------------|---------------|-----------------|-----------------|------------------|---|
| Grant Sources                             |  | FY20               | FY21             | FY22             | FY23          | FY24            | FY25            | Total            | Status, 3/31/2023                         |
| <b>Section 5307</b><br>Urbanized Area     | Corona Virus Aid, Relief, and Economic Security (CARES) Act              | \$ 4,764           | \$ 11,493        |                  |               |                 |                 | \$ 16,257        | Fully spent                               |
|   | American Rescue Plan Act (ARPA)  |                    |                  | 9,010            |               |                 |                 | 9,010            | Fully spent                               |
| <b>Section 5310</b><br>Elderly & Disabled | Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) |                    |                  |                  | 57            |                 |                 | 57               | Will be fully spent by 6/30/2023          |
|   | American Rescue Plan Act (ARPA)  |                    |                  |                  |               |                 | 57              | 57               | Awaiting Executed Contract from Caltrans. |
| <b>Section 5311</b><br>Rural Service      | CARES Act - Rural Service (Phase I)                                      |                    |                  | 1,277            | 11            |                 |                 | 1,288            | Fully spent                               |
|   | CARES Act - Rural Service (Phase II)                                     |                    |                  |                  | 709           |                 |                 | 709              | Fully spent                               |
|   | CRRSAA   |                    |                  |                  |               | 1,119           |                 | 1,119            | Expires 6/30/2026                         |
|   | ARPA   |                    |                  |                  |               |                 | 1,190           | 1,190            | Expires 6/30/2028                         |
| <b>TOTAL</b>                              |  | <b>\$ 4,764</b>    | <b>\$ 11,493</b> | <b>\$ 10,287</b> | <b>\$ 777</b> | <b>\$ 1,119</b> | <b>\$ 1,247</b> | <b>\$ 29,688</b> |   |

# FY24 Operating Revenues



# FY24 Major Budget Drivers - Expenses

- **Expenses**

- Personnel

- 3% pay increase for non-represented personnel
    - Progression level pay increases for represented personnel. *No assumptions made yet for increases in represented personnel costs pending results of labor negotiation.*
    - 6.25% increase in medical premiums and 3.5% increase in dental and vision premiums
    - 4.46% increase in Defined Benefit Plan contribution rate (from 32.42% to 36.88%)
    - Positions and FTE changes

- Non-personnel

- Projected increase in service
    - Increased security services
    - 5% projected increases in software maintenance
    - Fuel cost assumed at \$4.50 per gallon
    - Change in capitalization procedure
    - \$200K increase in operating contingency

# Position Changes

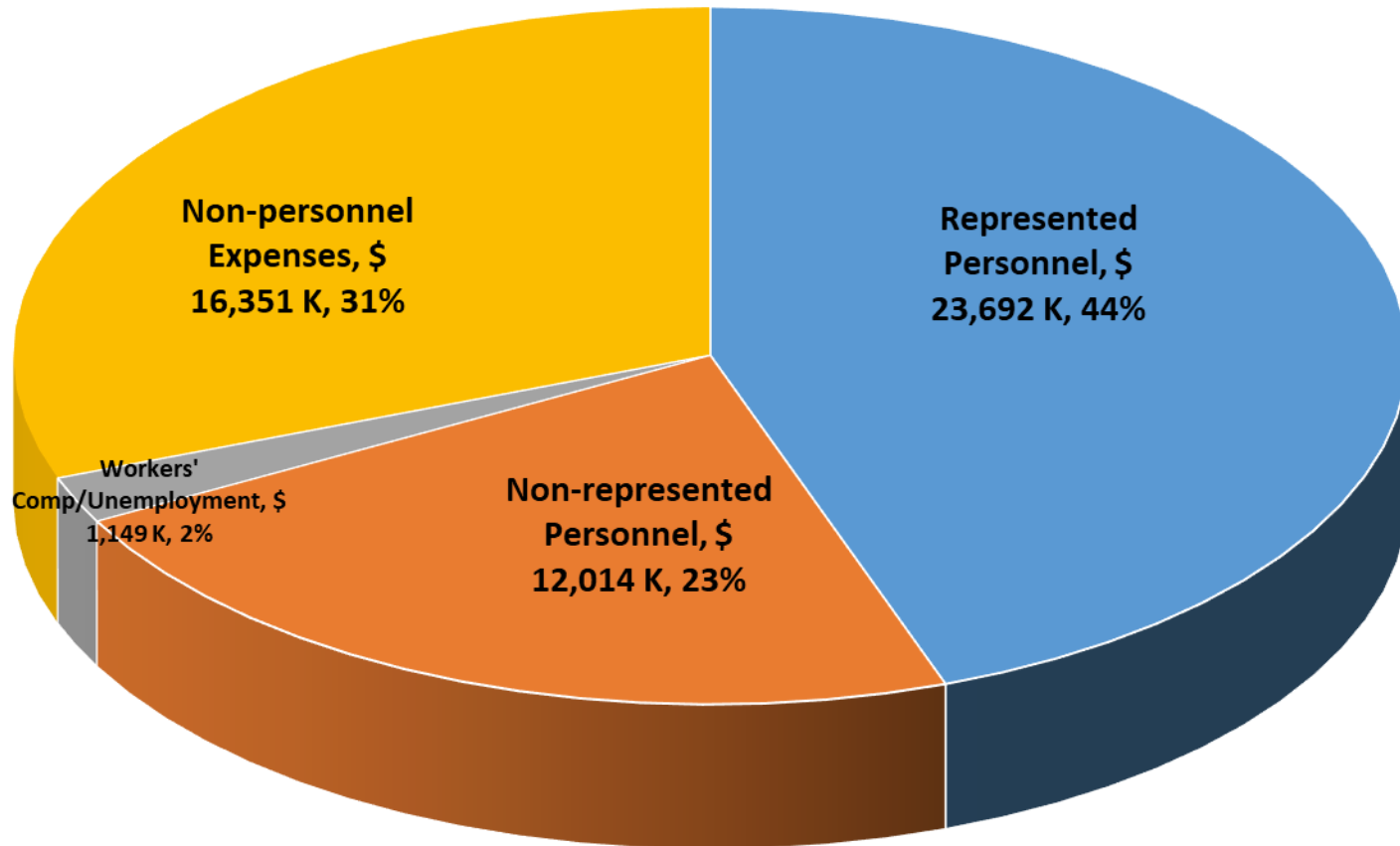
- New Positions (Wages & Fringes)
  - Engineer (TBD)
  - Project Manager
  - Operations Training Instructor
  - Five Operators
  - Procurement Intern
  - Graphic Designer (one Full-time) – Replacing (3FTE) part-time contractors
- Changes in Positions
  - HR Manager, upgraded to HR Director
  - IT Specialist, upgraded to IT System Administrator
  - IT Administrator, upgraded to Software Developer
  - IT Administrator, upgraded to Network/System Engineer
  - Facilities Analyst, upgraded to Specialist
  - (3) Facility Technicians C, upgraded to (2) Facility Technician B and (1) Facility Technician A
  - Pay Structure changes for Superintendents
  - Positions hired at higher cost than FY23 Budget

# Operating Expenses

(\$ in thousands)

| Description              | FY23<br>Adopted<br>Budget | FY24<br>Proposed<br>Budget | FY24 Increase<br>(Decrease) over<br>FY23 Budget |        |
|--------------------------|---------------------------|----------------------------|---|--------|
| Expenses                 |                           |                            |   |        |
| Wages & Fringes          | \$33,201                  | \$36,854                   | \$3,653   | 11.0%  |
| Services                 | 4,123                     | 4,816                      | 693   | 16.8%  |
| Materials & Supplies     | 3,985                     | 3,670                      | -315  | -7.9%  |
| Utilities                | 1,194                     | 1,270                      | 76  | 6.4%   |
| Insurance                | 2,189                     | 1,939                      | -251  | -11.5% |
| Taxes & Licenses         | 337                       | 289                        | -48   | -14.3% |
| Purchased Transportation | 2,127                     | 2,300                      | 173   | 8.1%   |
| Operating Contingency    | 300                       | 500                        | 200   | 66.7%  |
| Miscellaneous Expenses   | 1,234                     | 1,568                      | 334   | 27.1%  |
| Total Operating Expenses | \$48,691                  | \$53,206                   | \$4,514   | 9.3%   |

# FY24 Operating Expenses

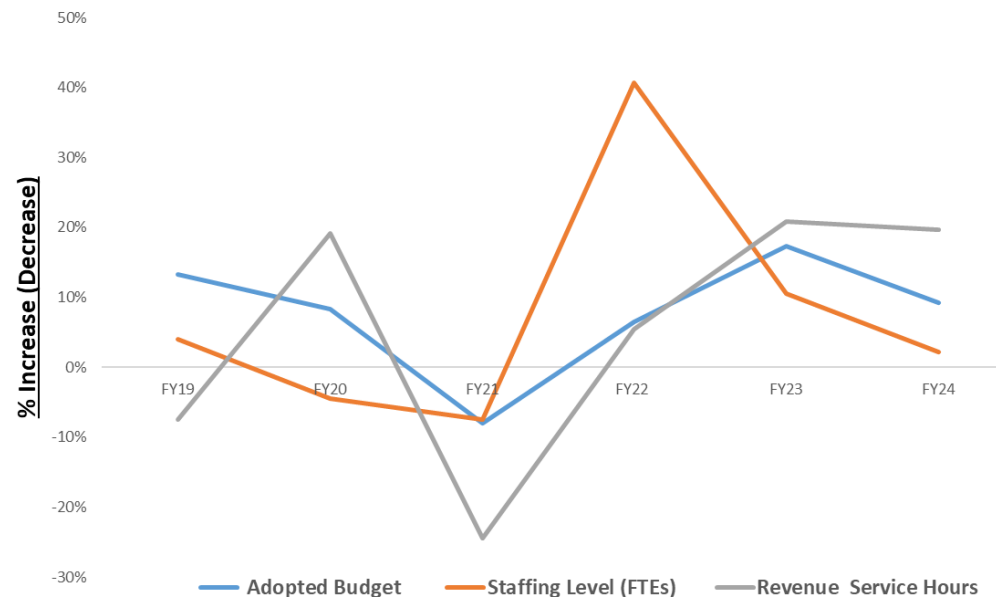


# FY24 Proposed Operating Budget

|  | FY23 Budget   | FY24 Proposed Budget | FY24 Increase (Decrease) over FY23 Budget |
|--|---------------|----------------------|---|
| <b>Operating Revenue</b>                 | \$ 48,131,621 | <b>\$ 52,086,361</b> | \$ 3,954,740 8.2%                         |
| <b>Stimulus Grants</b>                   | 559,631       | <b>1,119,262</b>     | 559,631 100.0%                            |
| <b>Revenues Available for Operations</b> | \$ 48,691,252 | <b>\$ 53,205,623</b> | \$ 4,514,371 9.3%                         |
| <b>Expenses</b>                          | 48,691,252    | <b>53,205,623</b>    | 4,514,371 9.3%                            |
| <b>Surplus (Deficit)</b>                 | \$ -          | <b>\$ -</b>          | \$ -                                      |



# FY19 – FY24 Operating Budget



Directly operated  
County Services  
starting in FY22

|                                   | FY19           | FY20           | FY21           | FY22           | FY23           | FY24           |
|-----------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|
| <b>Budget (in Thousand)</b>       | \$39,122       | \$42,380       | \$38,981       | \$41,528       | \$48,691       | \$53,206       |
| % Increase(Decrease)              | 13%            | 8%             | -8%            | 7%             | 17%            | 9%             |
| Metro Operator                    | 86.0           | 85.0           | 84.5           | 76.5           | 84.5           | 90.0           |
| County Operator                   |                |                |                | 51.0           | 60.5           | 61.0           |
| Other Represented                 | 46.0           | 46.0           | 45.0           | 70.0           | 71.0           | 71.0           |
| Non-Represented                   | 85.5           | 77.9           | 63.8           | 74.5           | 84.5           | 85.7           |
| <b>Total Staffing Level (FTE)</b> | <b>217.5</b>   | <b>208.9</b>   | <b>193.3</b>   | <b>272.0</b>   | <b>300.5</b>   | <b>307.7</b>   |
| % Increase(Decrease)              | 3%             | -4%            | -7%            | 41%            | 10%            | 2%             |
| <b>Service Hours</b>              | <b>204,681</b> | <b>243,733</b> | <b>184,029</b> | <b>193,926</b> | <b>234,382</b> | <b>280,379</b> |
| % Increase(Decrease)              | -7%            | 19%            | -24%           | 5%             | 21%            | 20%            |

# FY23 Operating Budget, Plus 5-Year Projection

( \$ in Thousands)

## REVENUES:

|                                | FY23             | FY24             | FY25             | FY26             | FY27             | FY28             |
|--------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Operating Revenue              | 48,132           | 52,086           | 52,324           | 52,568           | 52,818           | 53,075           |
| Stimulus Funds                 | 560              | 1,119            | 1,177            | 0                | 0                | 0                |
| <b>Total Operating Revenue</b> | <b>\$ 48,691</b> | <b>\$ 53,206</b> | <b>\$ 53,501</b> | <b>\$ 52,568</b> | <b>\$ 52,818</b> | <b>\$ 53,075</b> |
| Year over year % Increase      |                  | 9%               | 1%               | -2%              | 0%               | 0%               |

## EXPENSES:

|                                 |                  |                  |                  |                  |                  |                  |
|---------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Personnel Expenses              | 33,201           | 36,854           | 37,570           | 38,318           | 39,100           | 39,916           |
| Non-personnel Expenses          | 15,490           | 16,351           | 17,144           | 17,976           | 18,850           | 19,767           |
| <b>Total Operating Expenses</b> | <b>\$ 48,691</b> | <b>\$ 53,206</b> | <b>\$ 54,714</b> | <b>\$ 56,295</b> | <b>\$ 57,950</b> | <b>\$ 59,683</b> |
| Year over year % Increase       |                  | 9%               | 3%               | 3%               | 3%               | 3%               |

## SURPLUS (DEFICIT)

|     |       |           |           |           |           |
|-----|-------|-----------|-----------|-----------|-----------|
| \$0 | (\$0) | (\$1,214) | (\$3,727) | (\$5,132) | (\$6,609) |
|-----|-------|-----------|-----------|-----------|-----------|

## Annual Assumptions:

Flat Revenues, except for 5% increase in Fare Revenue due to service increase in FY24 and 2% annual increase thereafter, 4.4% Property tax based on average increase in San Joaquin County Estimates, and 2% annual increase in Federal 5307 and 5311.

Pre-COVID service level is projected to be fully restored in FY24. Stimulus funds are projected to be fully utilized by FY25.

No assumptions made yet for increases in represented personnel cost pending results of labor negotiation.

3% annual pay rate increase for non-represented personnel, 6.25% annual medical premium increase, 2% annual increase of Defined Benefit Plan contribution rate, and 5% average annual increase on all other expenses.

# CAPITAL BUDGET

# FY24 Capital Project Objectives

- Improve safety and security of RTD passengers and employees.
- Improve customer experience with technology and facility improvements.
- Keep RTD's infrastructure and rolling stock in a state of good repair.
- Reduce greenhouse gas emissions and focus on capital expenditures to improve services in disadvantaged neighborhoods.
- Compliance with California Air Resource Board's (CARB) Innovative Clean Transit (ICT) Regulation.
- Fuel Cell Electric Bus (FCEB) Pilot Program.
- Revisit Intelligent Transportation Operations System (ITOS) Projects (Automatic Passenger Counters, Automatic Vehicle location, scheduling software, and other).
- Major investments in IT infrastructure removing single point of failures, increasing redundancy, and ensuring data backup.

# FY24 Capital Budget Summary

| Capital Funding Sources               | Type    | Amount               | Percentage    |
|---------------------------------------|---------|----------------------|---------------|
| FTA 5307 Urbanized Area (UZA) Formula | Formula | 6,551,875            | 52.5%         |
| FTA 5339(a) Bus and Bus Facilities    | Formula | 1,629,791            | 13.1%         |
| SB1 State of Good Repair (SGR)        | Formula | 819,238              | 6.6%          |
| State Transit Assistance (STA)        | Formula | 3,483,704            | 27.9%         |
| <b>Total Projected Capital Funds</b>  |         | <b>\$ 12,484,608</b> | <b>100.0%</b> |

| Proposed Capital Projects by Category  | Amount               | Percentage    |
|--|----------------------|---------------|
| <b>Communication, IT and Office Equipment: Financial and Grants software,</b> Switch network infrastructure, servers, storage arrays, copiers, other hardware/software, and equipment. | \$ 5,906,836         | 47.3%         |
| <b>Facilities - Associated Transit Improvements:</b> Bus stop signs and amenities update.  | 254,812              | 2.0%          |
| <b>Facilities - Other Capital Improvements:</b> Hydrogen Fueling Trailer, DTC HVAC replacement, DTC Scrubber and HTS plumbing/sink.  | 4,447,955            | 35.6%         |
| <b>Maintenance Equipment and Support Vehicles:</b> Shop tools, equipment and replacement for six (6) support vehicles.   | 819,238              | 6.6%          |
| <b>Safety and Security:</b> Portable light towers, network firewall, and Pedestrian Collision Avoidance Detection System (PCADS).  | 1,055,767            | 8.5%          |
| <b>Total Proposed Capital Projects</b>   | <b>\$ 12,484,608</b> | <b>100.0%</b> |

|                                 |             |
|---------------------------------|-------------|
| <b>Budget Surplus (Deficit)</b> | <b>\$ -</b> |
|---------------------------------|-------------|

# Non-controllable Budget Risks

- Revenues

- **Passenger Fares:** Fluctuations in Ridership.
- **Measure K, State Transit Assistance(STA), and Local Transportation Fund (LTF):** Revenue sources are from sales tax. Consumer spending is uncertain with inflation.
- **Federal Revenue Sources:** Federal budget adoptions and deficit limit.
- **State and Federal Discretionary Grants**
- **Economic Downturn**
- **Unanticipated revisions in budgeted apportionments.**
- **State and Federal deliberations about additional operating assistance.**
- **Lease and free-fares contract renewals**

- Expenses

- **Actual costs could come in higher than budget assumptions for (Inflation):**  
Fuel cost, utility cost, medical and liability insurance premiums, Workers Compensation claims, bus failures and accidents, contract renewals and rebids, etc.
- **Unfunded government mandates**
- **Unfunded liability and liability costs that are higher than historical data:** pension plan sustainability, workers compensation, lawsuits/third party liabilities, etc.
- **Changes in State and Federal legislation and regulations**
- **Unbudgeted Hydrogen Fuel Cost may begin FY2024 Q3.**
- **Force Majeure**

# RESERVE BALANCES

# Reserve Funds, 7/1/2022



**Operations  
Sustainability  
Fund \$13M**

**Fully Funded**



**Cash Flow Fund  
\$7.6M**

**Fully Funded**



**Uninsured Risk  
Reserve Fund  
\$5M**

**Fully Funded**



**Operating and  
Capital Reserve  
Fund \$13.95M**

**No Minimum Balance**

**Based on Board-approved Reserve Fund Policy**



# Any Questions?





Attachment B  
Cover Page

RESOLUTION NO. \_\_\_\_\_  
DATED JUNE 16, 2023

RESOLUTION ADOPTING THE FISCAL YEAR 2024 OPERATING BUDGET IN THE AMOUNT OF \$53,205,623 AND CAPITAL BUDGET IN THE AMOUNT OF \$12,484,608

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of the San Joaquin Regional Transit District as follows:

- 1) That the Fiscal Year 2024 operating budget in the amount of \$53,205,623 and capital budget in the amount of \$12,484,608 be, and hereby are, approved; and
- 2) That the CEO be, and hereby is, authorized and directed to carry out the programs as outlined within the Budget.



**LEAD STAFF: JOHN COOSE, FACILITIES SUPERINTENDENT**

**I. RECOMMENDED ACTION**

That the Board of Directors authorizes the CEO to execute the purchase, delivery, and installation of a portable liquid hydrogen refueling trailer needed to fuel its five Hydrogen Fuel Cell Electric Buses (FCEB) regarding the hydrogen pilot program with a not to exceed amount of \$3,500,000.

**II. SUMMARY:**

- On August 19, 2022, RTD Board approved resolution No. 6063 authorizing the CEO to issue a purchase order to New Flyer, Inc. (NFI) to purchase four (4) FCEBs through the State of Washington cooperative contract.
- On April 21, 2023, the RTD Board Authorized the CEO to execute the first amendment to the Purchase Order (PO) with NFI to increase the order to add one (1) additional FCEB for a total number of five (5) buses.
- RTD intends to purchase a portable liquid hydrogen refueling trailer to fuel its five (5) FCEBs.
- The First FCEB is scheduled for delivery to RTD in quarter one of 2024.
- The manufacturing schedule for the trailer is estimated at eight months.
- Delivery and installation of the trailer is anticipated to be prior to the arrival of the first FCEB.
- This will be a "turnkey" project where the awarded contractor will deliver, install, and commission the trailer.
- State Transit Assistance (STA) will be used as the primary funding for this project.

**III. DISCUSSION/BACKGROUND**

With the challenges of Battery Electric Buses, including range limitations and battery lifecycle, staff began to research and analyze FCEBs in 2020. Staff toured four (4) facilities in Southern California that have implemented the use of FCEB's and each reported satisfaction with their performance overall. Staff found that FCEBs offer the same range and can be refueled in the same amount of servicing times as a Hybrid bus. The current range of a 40 ft FCEB is approximately 300 miles on a full tank of hydrogen (38 Kgs). Once the hydrogen is depleted, the servicing time is 15-20 minutes, and another 300 miles is available. This would allow a one-for-one replacement of a Hybrid or diesel bus with an FCEB.

On August 19, 2022, RTD Board approved resolution No. 6063 authorizing the CEO to issue a purchase order to New Flyer, Inc. (NFI) for the purchase of four (4) FCEBs through the State of California Department of General Services (DGS) cooperative contract. On August 30, 2023, the resolution was amended to purchase the FCEBs through the State of Washington DGS cooperative contract instead of DGS. This was because the State of Washington contract was more cost-effective and included pricing for optional features and spare parts.

On April 21, 2023, RTD Board Authorize the CEO to execute the first amendment to the Purchase Order (PO) with NFI to increase the order to add one (1) FCEB for a total number of five (5) buses and to increase the total contract amount by \$1,444,131, for a total PO amount of \$7,220,655.

After evaluating RTDs needs for the hydrogen pilot program, staff found that a liquid hydrogen refueling trailer is needed to meet the demands to fuel the FCEBs. Due to the storage capacity, more liquid can be stored onsite than compressed hydrogen gas on a smaller design footprint (500kg). The portable hydrogen refueling trailer infrastructure requirements would be minimal, with protective bollards around the perimeter and a 480Volt/200Amp electrical hookup. The hydrogen trailer would require the installation of emergency hydrogen leak detection system and emergency stop buttons due to the flammability of hydrogen.

The hydrogen fuel dispenser is located on the trailer and is estimated to fuel FCEBs in approximately 10–15 minute intervals at 350 bar. The trailers advertised on the current market have approximately 1,200 available kilograms in a 6,500-gallon tank. The average size of a trailer is approximately 50' in length by 9' in width by 13' in height. The hydrogen trailer will be located at the RTC, where the FCEBs are stored and maintained. Discussions with the successful bidder will take place as to the best location to place the unit.

Depending on usage, the trailer would receive hydrogen deliveries weekly or on an "as needed" basis. For five FCEBs, the maximum weekly usage is 1,260 kilograms of hydrogen. RTD intends to claim 100% of the value for any Low Carbon Fuel Standard (LCFS) credits generated during this pilot.

RTD intends to purchase the liquid hydrogen trailer with State Transit Assistance (STA) funds. This is a "turnkey" procurement, meaning the successful contractor that is awarded the contract shall be responsible for delivering the trailer, permitting, installing electrical, commissioning, training,

detection devices, barricades, emergency stop buttons, and meeting all code requirements to operate the hydrogen trailer in San Joaquin County. This project will be solicited via OpenGov Procurement, the Agency's eProcurement system. Upon completion of the procurement process, the CEO will report back to the Board.

Through the Independent Cost Estimate, RTD staff learned that the trailer cost (including permitting, maintenance, construction, and commissioning) is estimated to be \$3,500,000 for the initial startup cost and an anticipated \$80,000 annual expense.

|                                    |             |
|------------------------------------|-------------|
| Trailer (with warranty & tax (9%)) | \$2,825,000 |
| Maintenance (per year/ongoing)     | \$60,000    |
| Construction (one time)            | \$465,000   |
| Training (per year/ongoing)        | \$20,000    |
| Contingency (5%)                   | \$166,000   |
| Total                              | \$3,496,500 |

#### **IV. STRATEGIC PLAN PRIORITIES ALIGNMENT**

This recommendation aligns with the Board's Strategic Priorities 1, 3, 4, and 6.

Strategic Priorities:

1. Employees
2. Customers
3. Financial Health
4. Operations Excellence
5. Community Relations
6. Innovation

#### **V. FINANCIAL CONSIDERATIONS/IMPACT**

- Trailer purchase, setup, and commissioning
  - \$3,496,500 STA funding
- Temporary structure for bus maintenance
  - \$500,000 STA funding
- Annual hydrogen fuel cost estimate
  - \$800,000 STA funding (Grant possibilities)

#### **VI. CHANGES FROM COMMITTEE**

N/A

**VII. ALTERNATIVES CONSIDERED**

- Do nothing. This alternative is not recommended because the board has approved the purchase of FCEBs, and buses are currently on order. Without a fueling source, the FCEB pilot program will sit idle, and buses will not be put into service. A hydrogen fueling trailer is needed for the success of this pilot program.
- Staff is confident that it is in RTDs best interest to move forward with this project to meet the California Air Resources Board (CARB) 2040 Innovative Clean Transit (ICT) Regulation.

**VIII. ATTACHMENTS**

**Attachment A:** Resolution

Prepared by: John Coose, Facilities Superintendent

**IX. APPROVALS**

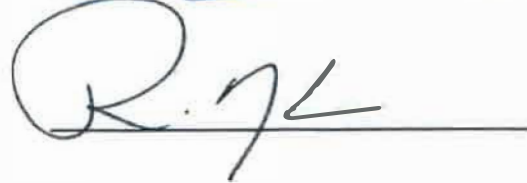
Executive Manager Approved:  
Ciro Aguirre, COO



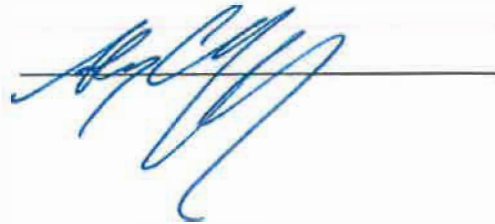
Procurement:  
Sylvester Donelson, Director of Procurement



Financial Impact Approved:  
Robert Kyle, CFO



Alex Clifford, CEO







Attachment A  
Cover Page

RESOLUTION NO. \_\_\_\_\_  
DATED: JUNE 16, 2023

RESOLUTION AUTHORIZING THE CEO TO EXECUTE THE PURCHASE, DELIVERY, AND  
INSTALLATION OF A PORTABLE LIQUID HYDROGEN REFUELING TRAILER NEEDED  
TO FUEL ITS FUEL CELL ELECTRIC BUSES (FCEB) FOR ITS PILOT PROGRAM WITH A  
NOT TO EXCEED AMOUNT OF \$3,500,000

WHEREAS, San Joaquin Regional Transit District (RTD) intends to purchase a  
portable liquid hydrogen refueling trailer to provide hydrogen fuel during the five (5)  
year FCEB pilot program; and

WHEREAS, RTD intends to solicit the procurement of a portable liquid hydrogen  
refueling trailer through OpenGov Procurement; and

WHEREAS, these contracts align with RTD's Strategic Plan regarding financial  
health, operation excellence, and innovation.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors  
of RTD as follows:

- 1) That the CEO be, and hereby is, authorized and directed to finalize and  
execute the purchase of a portable liquid hydrogen refueling trailer for its  
pilot program with a total project amount not to exceed \$3,500,000.
- 2) That the Chair of the Board and the CEO, acting separately, are hereby  
authorized and directed to execute such other agreements and amendments  
to this agreement and to take such other actions as may be necessary or  
appropriate to carry out the intent and purpose of this resolution.