

SAN JOAQUIN REGIONAL TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING – NOTICE AND AGENDA
10:00 A.M. ON FRIDAY, SEPTEMBER 19, 2025

The Board of Directors of the San Joaquin Regional Transit District (RTD) will hold a regular meeting at 10:00 a.m. on Friday, September 19, 2025, 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. Materials related to an item on this agenda packet are available for public inspection at the above address.

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.

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.
- C. FINANCIAL UPDATE
Finance Manager Ravi Sharma will provide August 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 Advisory, Inc.
- B. STATE LEGISLATIVE UPDATE
Report of State Legislative Updates prepared by Shaw Yoder Antwih Schmelzer & Lange.

9. CONSENT CALENDAR

- A. MOTION: APPROVING THE MINUTES OF THE AUGUST 15, 2025, REGULAR BOARD OF DIRECTORS MEETING
Board approval of minutes.
- B. MOTION: APPROVING THE MINUTES OF THE AUGUST 15, 2025, SPECIAL BOARD OF DIRECTORS MEETING
Board approval of minutes.
- C. RESOLUTION: AUTHORIZING THE CEO TO EXECUTE AND FILE THE FISCAL YEAR 2025 - 2026 TRANSPORTATION DEVELOPMENT ACT CLAIM IN THE AMOUNT OF \$39,068,674
Board authorization for CEO to execute and file the FY 25-26 TDA claim.
- D. ACCEPT AND FILE: APPROVED BOARD OF DIRECTORS TRAVEL EXPENSES
Board acceptance and filing of CY 2025 Board Member travel expenses.
- E. ACCEPT AND FILE: CHECK REGISTER FOR THE MONTH OF AUGUST 2025
Board acceptance and filing of the August 2025 check register.

10. ACTION ITEMS

- A. MOTION: APPROVING THE PROPOSED CITIZENS ADVISORY COMMITTEE (CAC) BYLAWS
Board adoption of the CAC Bylaws.
- B. MOTION: APPROVING UPDATES TO RTD'S DRUG AND ALCOHOL-FREE WORKPLACE POLICY
Board approval of the revisions to policy.
- C. MOTION: APPROVING A CONTRACT WITH PROTIVITI GOVERNMENT SERVICES, INC. FOR ENTERPRISE RESOURCE PLANNING DATA RECONSTRUCTION SERVICES FOR A TWO-YEAR TERM WITH UP TO THREE ONE-YEAR OPTIONS TO EXTEND FOR A NOT TO EXCEED (NTE) VALUE OF \$1,696,300 PER YEAR
Board authorization for a contract with Protiviti Government Services, Inc.
- D. MOTION: APPROVING THE FIRST AMENDMENT TO THE CONTRACT WITH BROWN ARMSTRONG ACCOUNTANCY CORPORATION FOR FINANCIAL AUDIT SERVICES TO EXTEND THE TERM BY ONE YEAR THROUGH JUNE 3, 2026 AND INCREASING THE CONTRACT PRICE BY \$60,780, FOR A NEW TOTAL OF \$275,480
Board authorization for an amendment to the contract with Brown Armstrong Accountancy Corporation.

11. QUESTIONS AND COMMENTS FROM DIRECTORS AND STAFF

12. CLOSED SESSION -- Significant exposure to litigation pursuant to Government Code § 54956.9(b): Two potential cases

13. OPEN SESSION -- CLOSED SESSION REPORT (LEGAL COUNSEL)

14. ADJOURNMENT

NOTE: THE NEXT REGULARLY SCHEDULED BOARD MEETING WILL BE ON FRIDAY, OCTOBER 17, 2025, AT 10:00 A.M.

DATE POSTED: SEPTEMBER 12, 2025

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LEAD STAFF: ALEX CLIFFORD, CEO

REPORT: CHIEF EXECUTIVE OFFICER UPDATE

MEETINGS SINCE AUGUST 15, 2025

RTD participated in meetings of the following committees and organizations:

- **American Public Transportation Association (APTA) Board of Directors Meeting:** Board Member Gary Giovanetti, CEO Alex Clifford
- **APTA Bus & Paratransit CEOs Committee Meeting:** CEO Alex Clifford
- **APTA CEOs Council Leadership Team Monthly Meeting:** CEO Alex Clifford
- **APTA Executive Committee Meeting:** Board Member Gary Giovanetti, CEO Alex Clifford
- **APTA Mega Ops Committee Meeting:** CEO Alex Clifford
- **APTA Small Ops Committee Monthly Meeting:** CEO Alex Clifford
- **APTA TRANSform Conference:** Board Member Gary Giovanetti, Board Member Les Fong, Board Member Balwinder Singh, CEO Alex Clifford, Planning and Service Development Director Dámaris Galvan, Safety, Security, and Risk Management Director Curtis Moses, Maintenance Superintendent John Van Camp
- **California Association for Coordinated Transportation (CALACT) Legislative Committee Meeting:** CEO Alex Clifford
- **California Transit Association (CTA) Executive Committee Special Meeting:** CEO Alex Clifford
- **CTA State Legislative Committee Meeting:** CEO Alex Clifford
- **Federal Legislative Bi-weekly Meetings with Chris Giglio of Capital Edge Advisory Inc.:** CEO Alex Clifford, Government Affairs Director Ken Baxter, Director of Grants and Capital Projects Juan G. Villanueva
- **Meeting with Federal Transit Administration Region 9 Administrator Ray Tellis on 8/27/25:** CEO Alex Clifford, Government Affairs Director Ken Baxter, Director of Grants and Capital Projects Juan G. Villanueva, Planning and Service Development Director Dámaris Galvan, Director of Financial Planning Virginia Alcyde
- **San Joaquin Council of Governments (SJCOG) Board Meeting:** Board Member Gary Giovanetti, CEO Alex Clifford
- **SJCOG Interagency Transit Committee Meeting:** Government Affairs Director Ken Baxter, Planning and Service Development Director Dámaris Galvan
- **SJCOG Management and Finance Committee Meeting:** CEO Alex Clifford
- **SJCOG Social Services Transportation Advisory Council Meeting:** Planning and Service Development Director Dámaris Galvan
- **SJCOG Technical Advisory Committee Meeting:** Government Affairs Director Ken Baxter, Director of Grants and Capital Projects Juan G. Villanueva

- **San Joaquin Civic Alliance Town Hall Meeting with Vice Mayor Jason Lee and Councilmember Mario Enriquez:** Government Affairs Director Ken Baxter
- **San Joaquin Regional Rail Commission Board Meeting:** Government Affairs Director Ken Baxter
- **San Joaquin RTD Quarterly Retirement Board Meeting:** Board Member Michael Restuccia, Board Member Gary Giovanetti, CEO Alex Clifford, CFO Robert Kyle, Director of Financial Planning Virginia Alcayde, Director of Administration Merab Talamantes, HR Director Noël Mink, Finance Manager Ravi Sharma,
- **State Legislative Bi-weekly Meetings with Michael Pimentel and Brendan Repicky of Shaw Yoder Antwih Schmelzer & Lange:** CEO Alex Clifford, Government Affairs Director Ken Baxter, Director of Grants and Capital Projects Juan G. Villanueva
- **The Bus Coalition Allocations Subcommittee:** CEO Alex Clifford
- **TBC Board Meeting:** CEO Alex Clifford



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

REPORT: MARKETING UPDATE

Employee Appreciation Day – August 21

On August 21, 2025, RTD hosted its annual Employee Appreciation Day to recognize and celebrate the people who keep the agency running each day. The event marked a major moment in RTD’s 60th anniversary year and included the unveiling of the 60th anniversary bus wrap. All employees received a commemorative gift box designed to honor their contributions and acknowledge RTD’s six decades of public service.

A 20-member Employee Engagement Committee, with representation from every department and job classification, planned and delivered the event. Post-event surveys showed an average satisfaction score of 4.6 out of 5 stars, with over 80 percent of respondents saying the event made them feel valued by the organization. Employees cited the opportunity to engage with coworkers outside their teams, visible leadership participation, and thoughtful details such as the anniversary gifts as key highlights. The event reinforced RTD’s commitment to building a connected and appreciated workforce, directly supporting staff morale, retention, and cross-department engagement.

Real Riders, Real Impact – Rider Video Series

RTD released two new videos in its “Real Riders, Real Impact” series, featuring local voices who rely on public transit. The first video highlights Joni Bauer, an Orientation and Mobility Specialist at the Community Center for the Blind and Visually Impaired, who explained how RTD helps individuals with vision loss travel independently. The second video features Orlando Molina, a children’s book author and hip-hop artist, who shared how RTD supports his creative work and keeps him connected to the Stockton community after relocating from Brooklyn.

Both Joni and Orlando shared their videos on their personal social media platforms, where they received positive engagement from their networks. RTD developed this video series to humanize public transit, build community trust, and elevate real stories that reflect the agency’s values of accessibility, inclusion, and service. These stories help shift public perception of transit while expanding RTD’s reach through organic, rider-driven promotion.

UPCOMING EVENTS

- **September 20** – Family Day at the Park at Weber Point
- **October 10** – ArtSplash at the Downtown Transit Center
- **October 10** – Cultural and Disability Resource Fair at VMRC Headquarters
- **October 12** – White Cane Awareness Day at San Joaquin Delta College



Board of Directors Meeting

September 19, 2025

Presented by:

Maximilian Cao, Supervisor of Marketing and Customer Engagement

Employee Appreciation Day Luau – August 21



Real Riders, Real Impact: Joni Bauer



Real Riders, Real Impact



[Real Riders, Real Impact:
Renada Wright](#)



[Real Riders, Real Impact:
Lisa Rodriguez](#)



[Real Riders, Real Impact:
Orlando Molina](#)

APTA AdWheel Grand Prize Winner – September 17



2025 AdWheel Awards
GRAND AWARD WINNERS

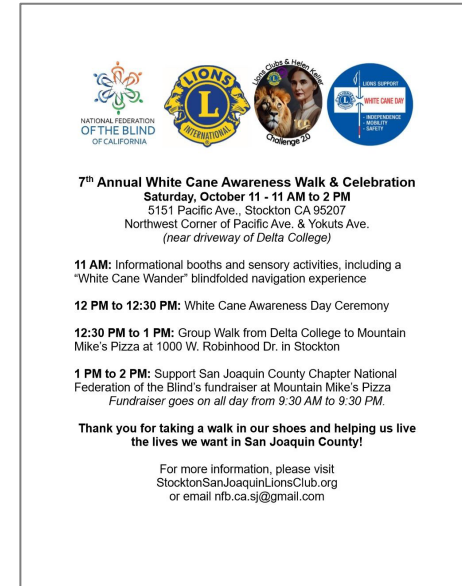
Best Marketing and Communications on Workforce Development

 SAN JOAQUIN RTD Stockton, CA Operator Recruitment Print Media Fewer than 3 million trips annually	 COMMUNITY TRANSIT Everett, WA Video and Digital Advertising to Recruit Mechanics More than 3 million and fewer than 15 million trips annually
 CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY Austin, TX CapMetro Recruiting – Comprehensive Campaign More than 15 million and fewer than 50 million trips annually	 METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY Atlanta, GA MARTA Celebrates LGBTQ Employees – Comprehensive Campaign More than 50 million trips annually
 RATP DEV Fort Worth, TX Veteran Recruiting Campaign Business member	

 Learn about the winning campaigns at apta.com/AdWheel



Upcoming Events



September 20
Family Day at the
Park at Weber Point

October 10
ArtSplash at the
Downtown Transit
Center

October 10
Cultural and
Disability Resource
Fair at VMRC
Headquarters

October 12
White Cane
Awareness Day at
San Joaquin Delta
College

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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 projections are also included.
- Update on FY2024 financial information reconstruction from Protiviti.

II. DISCUSSION/BACKGROUND

The operating Revenue and Expense summary report for the fiscal year ending August 31, 2025, is attached. The fiscal year (FY) has elapsed by 16.7%.

Revenues

Passenger fare revenues are lower than the budget due to lower bus pass sales. Advertising revenue and LTF Consolidated Transportation Services Agency (CTSA) revenue are marginally lower than projected for the first two months in the fiscal year. All other revenue accounts have been accrued for August as per the budget. Overall, actual total revenues are lower than the budget revenue level.

Expenses

Total expenses are lower than the budgeted amount, mainly due to reduced labor and fringe costs caused by vacant positions. Utilities are higher than planned because electricity expenses increased due to extremely hot weather. In the second month of the fiscal year, there was less spending on services, materials and supplies, insurance, taxes, purchased transportation, and miscellaneous expenses.

Cash Basis and Projection

The fiscal year-to-date cash basis has a positive result because RTD received the final FY2024 Local Transportation Funds (LTF) in the amount of \$7.6 million in August.

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

Finance Enterprise (FE) ERP System Update

The payroll, accounts receivable, cash receipts, and general ledger modules are now live, and the accounts payable module should be completely live by the end of this month. RTD is working with a consultant on the core financial and accounts payable modules.

The Protiviti team is working on restoring the FY2024 data. Please see Attachment C for their status update.

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. CUSTOMER IMPACT

The financial update assures customers that RTD is financially stable, will remain in business in the long run, and has the financial resources to complete projects that benefit its customers.

V. FINANCIAL CONSIDERATIONS/IMPACT

Favorable budget variances in Operating Revenue and Expenses contribute to a favorable budget variance in Operating Balance as of August 31, 2025.

VI. CHANGES FROM COMMITTEE

N/A

VII. ALTERNATIVES CONSIDERED

There are no alternatives to consider as this is a monthly financial report.

VIII. ATTACHMENTS

Attachment A: Fiscal year-to-date monthly financial report for the period ending August 31, 2025

Attachment B: Cash flow projections

Attachment C: Protiviti Status Update PowerPoint


Prepared by: Ravi Sharma, Finance Manager

IX. APPROVALS

Financial Impact Approved:
Robert Kyle, CFO



Alex Clifford, CEO





Attachment A
Cover Page

San Joaquin RTD
FY2026 Revenue & Expense Summary
For the Period Ending August 31, 2025

	FYTD				Fiscal Year	FYTD Cash Flow (amounts in 000's)	
	Actual	Budget	fav/(unfav) Variance \$	fav/(unfav) Variance %		OPERATING	CAPITAL
REVENUES					Budget	INFLOW	
PASSENGER FARES	\$ 416,148	\$ 462,598	(46,450)	-10%	\$ 2,775,585	416	-
NON-TRANSPORTATION REVENUES	448,192	455,405	(7,213)	-2%	2,732,432	891	-
FEDERAL GRANTS (5307)	1,766,278	1,766,278	0	0%	10,597,668	1,048	-
FEDERAL GRANTS (5311)	86,361	86,361	0	0%	518,163	-	-
PROPERTY TAXES	267,759	267,759	0	0%	1,606,556	12	-
TDA - LTF	2,743,279	2,809,548	(66,269)	-2%	16,857,289	-	7,625
LCTOP	289,371	289,371	0	0%	1,736,225	-	-
MEASURE K	950,914	951,541	(627)	0%	5,709,244	-	-
SB 125**	4,100,232	4,100,232	0	0%	24,601,390	-	-
CAPITAL PROJECTS CASH INFLOW	-	-	-	-	-	-	985
TOTAL REVENUES	\$ 11,068,534	\$ 11,189,092	(120,558)		\$ 67,134,552	2,367	8,610
CASH INFLOW OPERATING & CAPITAL						10,976	
TOTAL CASH INFLOW							
EXPENSES						OUTFLOW	
WAGES AND FRINGE BENEFITS	6,683,408	7,450,708	767,300	10%	44,704,249	6,169	-
SERVICES	1,109,729	1,414,750	305,021	22%	8,488,500	1,461	-
MATERIALS & SUPPLIES	700,834	792,678	91,844	12%	4,756,068	828	-
UTILITIES	231,804	202,982	(28,822)	-14%	1,217,894	232	-
INSURANCE	305,092	385,351	80,259	21%	2,312,105	1,468	-
TAXES	63,723	64,682	959	1%	388,089	64	-
PURCHASED TRANSPORTATION	504,828	558,663	53,835	10%	3,351,979	484	-
MISCELLANEOUS EXPENSES	142,908	235,945	93,037	39%	1,415,668	105	-
OPERATING CONTINGENCY	-	83,333	83,333	100%	500,000	-	-
CAPITAL PROJECTS CASH OUTFLOW	-	-	-	-	-	-	-
TOTAL EXPENSES	\$ 9,742,326	\$ 11,189,092	1,446,766		\$ 67,134,552	10,810	0
CASH OUTFLOW OPERATING & CAPITAL						10,810	
TOTAL CASH OUTFLOW							
Net Revenue (Deficit)	1,326,208	-	1,326,208		-	166	

****SB 125 \$4,100,232 HAS NOT BEEN RECEIVED YET**

Explanation for unfavourable variances greater than 5%

REVENUES

PASSENGER FARES = Bus pass sales of 31-day full fare are lower than projected.

EXPENSES

UTILITIES = Electricity expenses are higher than the budget due to extreme hot weather.



Attachment B
Cover Page

Twelve Months Cash Flow Projection (amounts in 000's)

	<u>Aug-25</u>	<u>Sep-25</u>	<u>Oct-25</u>	<u>Nov-25</u>	<u>Dec-25</u>	<u>Jan-26</u>	<u>Feb-26</u>	<u>Mar-26</u>	<u>Apr-26</u>	<u>May-26</u>	<u>Jun-26</u>	<u>Jul-26</u>
Beginning Cash Balance	\$73,607	\$77,764	\$73,022	\$73,396	\$60,869	\$60,497	\$64,400	\$61,298	\$62,771	\$58,864	\$60,162	\$55,636
Add: Projected Cash Inflow	8,727	2,213	8,114	4,213	4,368	8,643	1,638	6,213	833	7,638	213	993
Less: Projected Cash Outflow	-4,570	-6,955	-7,740	-16,740	-4,740	-4,740	-4,740	-4,740	-4,740	-6,340	-4,740	-4,740
Projected Month-end Cash Balance	\$77,764	\$73,022	\$73,396	\$60,869	\$60,497	\$64,400	\$61,298	\$62,771	\$58,864	\$60,162	\$55,636	\$51,889
OPERATING CASH INFLOWS:												
Fare Revenue	203	200	200	200	200	200	200	200	200	200	200	200
Advertising, Rental, & Other Income	13	13	13	13	13	13	13	13	13	13	13	13
Interest			740			650			620			600
Federal 5307	875			2,000		2,000		2,000		2,000		
Property tax Revenue	12				730	80						180
TDA-LTF		2,000		2,000		2,000		4,000		4,000		
SB-125												
LCTOP			1,736									
Measure K Operating			1,425		1,425		1,425			1,425		
Projected Operating Cash Inflow	1,102	2,213	4,114	4,213	2,368	4,943	1,638	6,213	833	7,638	213	993
OPERATING CASH OUTFLOWS:												
Payroll and Payroll Related Expenses	2,930	3,000	4,500	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Accounts Payable Check-runs	1,388	1,500	3,000	1,500	1,500	1,500	1,500	1,500	1,500	3,100	1,500	1,500
Purchased Transportation Invoices	251	240	240	240	240	240	240	240	240	240	240	240
Projected Operating Cash Outflow	4,570	4,740	7,740	4,740	4,740	4,740	4,740	4,740	4,740	6,340	4,740	4,740
Net Operating Cash Flow	-3,467	-2,527	-3,626	-527	-2,372	203	-3,102	1,473	-3,907	1,298	-4,527	-3,747
PROJECTED DRAW FROM LINE OF CREDIT	0	0	0	0	0	0	0	0	0	0	0	0
CAPITAL CASH INFLOWS:												
TDA-STA Capital			4,000			3,700						
TDA-LTF Capital	7,625				2,000							
Projected Capital Cash Inflow	7,625	0	4,000	0	2,000	3,700	0	0	0	0	0	0
CAPITAL CASH OUTFLOWS:												
Gillig Hybrid Buses				12,000								
Glaval 9 Hopper buses		2,215										
Projected Capital Cash Outflow	0	2,215	0	12,000	0	0	0	0	0	0	0	0
Net Capital Cash Flow	7,625	-2,215	4,000	-12,000	2,000	3,700	0	0	0	0	0	0
Funds Kept at:												
Bank of Stockton	708											
County Treasury	77,056											
Total	77,764											



Attachment C
Cover Page

SJRTD ERP IMPLEMENTATION SUPPORT

Executive Summary

September 1st, 2025

protiviti®
Global Business Consulting



Agenda

- Project Overview
- Employee Record Restoration
- FY2024 Payroll Restoration
- FY2024 Accounts Payable Restoration
- Next Steps



Project Overview

Objective:

After experiencing a cyberattack in February 2024, the San Joaquin Regional Transit District (SJRTD) aimed to rebuild its Employee Records and Financial Data in preparation for an audit of the previous fiscal year (FY24). The recovery process faced challenges such as implementing a new version of their lost ERP system, which limited resources for restoration efforts, as well as dealing with scattered records that were stored in various formats, including PDFs and physical documents.

Approach:

Protiviti and Robert Half adopted a phased approach to restore SJRTD's lost records, starting with a small team focused on specific workstreams. The initial efforts involved restoring Employee and Retiree records using paper documentation, followed by extracting Payroll Records from PDF reports, reviewing their completeness, and compiling them into upload templates. Once Payroll calculations were reperformed and verified, the team will shift focus to restoring Accounts Payable records using distribution reports and paper invoices from SJRTD's Finance department

Scope:	Areas of Focus:
<ul style="list-style-type: none">• Restore inactive Employee Records lost during the system outage in February 2024• Restore FY24 Payroll within Central Square (CS)• Restore FY24 Accounts Payable withing Central Square (CS)• Assist with any ad-hoc support that would prevent restoration of Employee or Financial Data being entered into the system• Create Project Plan and track weekly progress	<ul style="list-style-type: none">• Human Resources• Payroll• Accounts Payable• Information Technology

Employee Record Restoration



Summary:

- Terminated Records:** The Protiviti Team was able to complete **481 out of 517 (93%)** records of Terminated Employees & Retirees identified. The SJRTD HR Team was able to identify a scanned folder with Employee Record Information that was able to be leveraged to resolve the Outstanding Issues with possible solutions escalated. The Protiviti Team was granted access to this folder on 8/27/25 and are currently reviewing the records to further reduce the number of outstanding items.
- Active Retirees:** In July, the Protiviti Team was able to leverage historical records provided by Accounts Payable to complete **160 out of 165 (97%)** Active Retiree Records. The remaining 5 records have not been completed due to base Employee Files not being created due to lack of required information (Employee#, DOB, Position, etc.)
- Outstanding Records:** Protiviti continues to review and propose solutions for outstanding issues to be addressed by SJRTD HR. SJRTD, after consulting their Legal Service Provider, was instructed to enter available information, document missing records, and log retrieval attempts. Remaining outstanding records will continue to be researched for resolution unless directed by SJRTD HR to annotate missing items.

FY2024 Payroll Restoration

- After the Test Environment refresh a full pay period was uploaded and accepted.
- Testing of Net Pay Amounts sent to Employees have been confirmed against bank statements, but ERP reporting only shows currently Active Employees.
- The Protiviti team is currently awaiting reporting to show payments by Hour/Deduction designation and Employee to confirm Upload completeness.
- SJRTD Payroll has given guidance to help reduce outstanding variances.
- Protiviti has submitted possible resolutions for 11 Outstanding Variances to SJRTD Finance for approval to be added to the upload template.
- Protiviti hopes to begin uploading Historical Biweekly pay within the live system environment at the beginning of September after confirmation of totals and resolution of variances.



The 17 Pay Periods maintained on PDF reports from the prior ERP system are currently awaiting upload.



The remaining 11 Pay Periods from FY24 that were manually calculated are awaiting final variance review by the SJRTD Payroll Team and reformat into the upload template.

Payroll Reports Upload Progress

- Awaiting Remediation of Variances
- Awaiting Final Updates prior to Upload
- Awaiting Upload



Variance Summary



10 Variances were from information not on reporting



6 differences in Total Hours used in Net Pay calculation



4 variances attributed to rounding greater than \$0.01



80 Employees with Benefit Deduction discrepancies



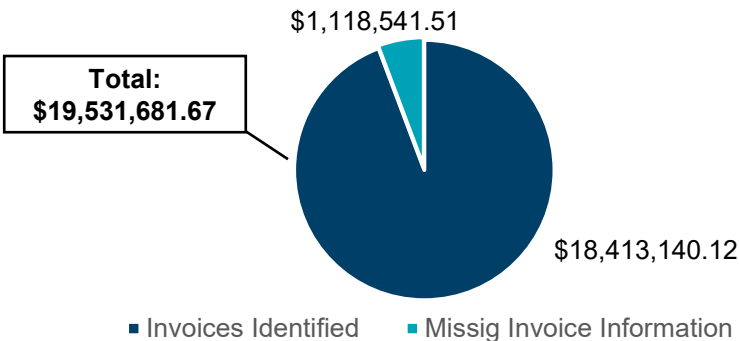
13 miscellaneous variances observed

FY2024 Accounts Payable Restoration

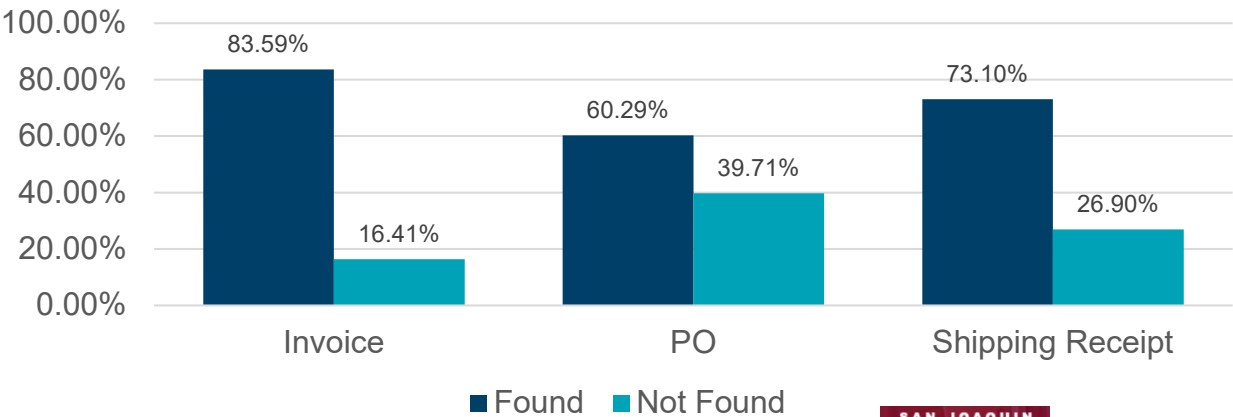
The majority of the team’s effort has been spent on extracting all invoice information from historical and manual reporting. Amounts were compared to a list of Payments sent and variances were researched. Further identified information was reformatted into upload templates.

- After initial invoice identification it was observed that there was a \$3.5M variance between payment reporting and identified invoices. Further investigation has now yielded additional invoices reducing the variances to \$1.1M
- The team has completed an initial search over the first five months of FY24 to match Invoice and applicable Purchase Orders and Shipping Receipts.
- A trend is emerging that recent months in the FY24 timeline seem to have more easily accessible documentation.
- Initial AP Upload Testing has resulted in errors due to records not being accepted if certain Vendors do not exist within the correct System Tables.
- Third Party Central Square Consultant, is actively working on remedying the cause of these errors so that testing may be reperformed.
- After initial corrections, select vendors were accepted by the System.

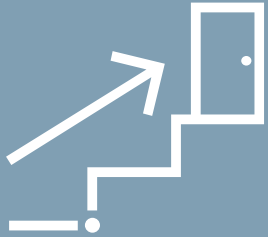
Confirmed Payments from Check Registers



Document Recovery Progress (Jul - Nov)



Next Steps



Resolve Remaining Employee/Retiree Record Issues

- Leverage digital file repository in attempt to reduce remaining incomplete records.
- Until instructed by SJRTD HR, we will continue to research and offer potential solutions on outstanding items.

Complete Payroll Testing and Begin Upload

- After the report template is complete to show Employee Pay Details we will confirm upload amounts and resolve any errors.
- After resolution we will begin to populate the Live Environment, leveraging the Test Environment prior to Upload.
- After upload of Biweekly Payroll, we will begin populating the system with off-cycle payrolls and confirm payments against Bank Statements to ensure accuracy.

Resolve Outstanding FY24 Payroll Variances

- We will submit possible resolutions to SJRTD Finance for approval and update the upload template accordingly.
- We will continue to research additional solutions to outstanding variances.
- Once variances are resolved, these manually calculated pay periods will be reformatted into the upload template.

Finalize Upload and Populate AP Information in CS



- We will continue to investigate and reduce the variance of identified payments and capture invoice information for upload
- We plan to resolve any upload issues observed in the AP Upload Test within the Test Environment and replicate changes in the Live Environment
- Afterwards, the ERP will begin to be populated with AP information.



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LEAD STAFF: CHRIS GIGLIO, CAPITAL EDGE ADVISORY, INC.

REPORT: FEDERAL LEGISLATIVE UPDATE

August 2025: Both the House and Senate were in recess for the entire month of August, so it was quiet on the legislative front. However, upon their return to Washington, DC, Congress faces significant challenges in completing the FY 2025-26 annual budget.

The new fiscal year begins on October 1, but the House, Senate, and White House are not close to any final agreement on a budget. As a result, a stopgap funding measure, known as a Continuing Resolution (CR), must be enacted in September to avoid a government shutdown.

Usually, short term CRs while budget negotiations move forward are commonplace, but this year could prove to be different.

Democrats will likely insist that any budget vehicle include language preventing the Executive Branch from terminating, pausing, freezing, or otherwise stopping funds already enacted, something the Trump Administration has been doing consistently since January.

On the other side, many Republicans who voted for the "Big, Beautiful" tax bill earlier this year but are uncomfortable with the increased deficits that measure will bring, are expected to insist on deep cuts to the annual budget to get some deficit reduction. President Trump would be expected to support those efforts in most cases and congressional Democrats are expected to oppose them.

So, it may be difficult to find enough votes in the House and Senate to move any budget plan, and those that do move may be vetoed. Unlike the "Big, Beautiful" bill, the annual budget needs 60 votes in the Senate to stop a filibuster and that threshold would probably not be met if Democrats in that chamber do not get assurances on rescissions.

Most of the differences over the budget do not necessarily involve Transportation Department programs, however. At this time, both the House and Senate Appropriations Committees have endorsed funding levels for federal transit formula programs and most competitive grant programs at the levels authorized for FY 2026 in the 2021 infrastructure law.

Impact on RTD: *A government shutdown could conceivably have impacts on the RTD ability to interact with the Department of Transportation to drawdown federal funding or engage in other grantmaking operations.*

FEDERAL GRANT OPPORTUNITIES, AWARDS & NOTICES

August 13, 2025: DOT announced the availability of nearly \$46 million in competitive grant funding through its Innovative Finance and Asset Concession Grant Program. Applications are due October 1: <https://tinyurl.com/jhuxewnd>

August 18, 2025: DOT's Advanced Research Projects Agency – Infrastructure launched a new Ideas Challenge. Up to 15 winners will be awarded \$20,000 each for Stage 1 proposals that identify and solve a critical transportation infrastructure challenge. Stage 1 Concept Papers are due September 17: <https://tinyurl.com/5ea4t33c>

September 2, 2025: The Federal Transit Administration (FTA) is seeking applications for new members to serve on its Transit Advisory Committee for Safety (TRACS) for a two-year term. Applications are due October 2: <https://tinyurl.com/frvbm8ct>

Impact on RTD: *Information purposes only.*



LEAD STAFF: **MICHAEL PIMENTEL, PARTNER**
 SHAW YODER ANTWHI SCHMELZER & LANGE
 BRENDAN REPICKY, LEGISLATIVE & REGULATORY
 ADVOCATE

REPORT: **STATE LEGISLATIVE UPDATE**

General Update

After breaking for Summer Recess on July 18, the Legislature reconvened on August 18 to wrap up the first year of the 2025-26 Legislative Session. August 29 was the appropriations committees' suspense file hearings. Bills which passed this last committee hurdle were moved to the floors of each house for final votes. Bills must be in their final form 72 hours prior to final votes. The Legislature was scheduled to recess the first year of the two-year 2025-26 Legislative Session on September 12 but announced this week that they will now recess on September 13 to accommodate final votes on major legislative priorities, including Cap-and-Trade Reauthorization. For information about key legislative and budget deadlines, please see the 2025 Legislative Calendar available [here](#).

In this report, we provide an update on Cap-and-Trade, the State Budget, the Brown Act, and bills of interest.

Potential Impact to RTD: N/A – General Update

Update on Cap-and-Trade

On September 10, following closed door negotiations late into the evening on September 9, the Governor and Legislature Leaders announced they reached agreement on legislation to reauthorize the Cap-and-Trade program and recast the Cap-and-Trade Expenditure Plan.

The bills representing this agreement are [AB 1207 \(Irwin\)](#) and [SB 840 \(Limon\)](#).

AB 1207 would modify the Cap-and-Trade program, extending the program's market-based compliance mechanism from January 1, 2031 through January 1, 2046 and advancing changes to the mechanism to, among other things, limit the program's cost impact on Californians.

SB 840 (Limon) would recast the Cap-and-Trade Expenditure Plan, substantially modifying appropriations from the Greenhouse Gas Reduction Fund. This bill would advance the most substantial changes to appropriations from the GGRF since the Expenditure Plan was first adopted in [SB 862 \(Committee on Budget and Fiscal Review\) \[Chapter 36, Statutes of 2014\]](#). These changes affirm but complicate the

continuous appropriations in transit capital project and service delivery, which flow through the Transit and Intercity and Rail Capital Program and Low Carbon Transit Operations Program.

SB 840 would maintain the continuous appropriations for the TIRCP and LCTOP but convert the current percentage-based annual appropriation to these programs to a fixed dollar annual appropriation. Under current law, TIRCP and LCTOP receive 10% and 5%, respectively, of total annual GGRF revenue, representing on average \$301.1 million and \$144.6 million, respectively, to these programs. Under SB 840, these programs would receive \$400 million and \$200 million, respectively – with a major caveat.

SB 840 effectively establishes priority tiers for the GGRF appropriations outlined in the Cap-and-Trade Expenditure Plan. Off the top, the legislation appropriates GGRF revenue a variety of backfills and administrative expenses – what we identify as “Tier 1.” The legislation then appropriates \$1 billion in GGRF revenue for high-speed rail and \$1 billion in GGRF revenue for the Legislature’s discretionary priorities – what we identify as “Tier 2.” Note that, for Fiscal Year 2026-27, the Legislature’s discretionary priorities include \$125,000,000 for “Transit Passes.” Then, the legislation appropriates nearly \$2 billion for the historic continuous appropriations, including TIRCP and LCTOP – what we identify as “Tier 3.”

<i>SB 840 Expenditure Plan</i>	
Expenditure	Amount
<i>Tier 1</i>	
SRA	\$90,000,000
Green Manufacturing	\$140,000,000
Legislative Counsel	\$3,000,000
Subtotal	\$233,000,000
<i>Tier 2</i>	
HSR	\$1,000,000,000
Legislature Discretionary	\$1,000,000,000
Transit Passes (FY 2026-27)	\$125,000,000
UC Climate Center (FY 2026-27)	\$25,000,000
Topanga Park (FY 2026-27)	\$15,000,000
Climate Research and Innovation (FY 2026-27)	\$85,000,000
Subtotal	\$2,000,000,000
<i>Tier 3</i>	
AHSCP	\$800,000,000
TIRCP	\$400,000,000
AB 617	\$250,000,000
LCTOP	\$200,000,000
CALFIRE	\$200,000,000
Safe Drinking Water	\$130,000,000
Subtotal	\$1,980,000,000
Estimated Total	\$4,213,000,000
<i>TIRCP Average (FY 2015-16 to FY 2024-25)</i>	<i>\$301,109,000</i>
<i>LCTOP Average (FY 2015-16 to FY 2024-25)</i>	<i>\$144,563,000</i>

Importantly, if Cap-and-Trade doesn't raise enough GGRF to fund Tier 1 and Tier 2 programs at the levels prescribed, the funds for "Tier 3" programs will be decreased proportionally. In explicit terms, if Cap-and-Trade fails to bring in \$4.2 billion in proceeds, we can expect to receive less than \$400 and \$200 million for TIRCP and LCTOP, respectively.

We expect the Legislature to vote on these Cap-and-Trade bills on September 13.

Potential Impact to RTD: The maintenance of continuous appropriations for TIRCP and LCTOP in the Cap-and-Trade Expenditure Plan at the \$400 million and \$200 million levels, respectively, brings good news to RTD. TIRCP is a competitive grant program, administered by the California State Transportation Agency, that RTD may participate in future years to fund major capital projects. The LCTOP is a formula grant program, administered by the California Department of Transportation, that directs an annual formula share to LCTOP, which can be used for operational purposes.

That said, the tiered approach to appropriations, which favors off-the-top investments and discretionary investments, invites new uncertainty on the exact funding levels RTD may be eligible for or directly receive from these programs. RTD will want to continue to work through its two trade associations – the California Transit Association and California Association for Coordinated Transportation – to monitor investment levels in the coming years and flag issues, as appropriate, to the Governor and RTD's legislative delegation.

Budget Act of 2025 – SB 125 and TIRCP Cycle 6 Update

As we reported to you earlier this year, the Budget Act of 2025 re-affirmed the appropriation of the balance of the \$5.1 billion in flexible transit capital and operations funding (commonly referred to as the "SB 125 program"), scheduled to be appropriated in FYs 2025-26 to 2027-28, as well as to one-time competitive TIRCP Cycle 6.

As you may recall, the SB 125 program is comprised of \$4 billion for the TIRCP and \$1.1 billion for the Zero-Emission Transit Capital Program (ZETCP).

To fulfill the state's obligation to these programs, the Budget Act appropriated \$1.196 billion in General Fund for SB 125 – TIRCP and TIRCP Cycle 6, inclusive of the following line-items:

- FY 2025-26: \$812M for SB 125-TIRCP
- FY 2025-26: \$384M for TIRCP Cycle 6

The Budget Act also maintained \$1.078 billion in GGRF funding commitment for SB 125 – TIRCP and ZETCP and TIRCP Cycle 6, inclusive of the following line-items:

- FY 2025-26: \$188M for SB 125 – TIRCP
- FY 2025-26: \$180M for TIRCP Cycle 6
- FY 2026-27: \$230M for SB 125 – ZETCP
- FY 2027-28: \$460M for SB 125 – ZETCP

The FY 2025-26 GGRF funding for SB 125 – TIRCP and TIRCP Cycle 6 were set for appropriation later this year.

Following initial reports of challenge to this appropriation and advocacy from the California Transit Association, with support from RTD, to maintain these funds, these GGRF appropriations are now advanced in [SB 105 \(Committee on Budget and Fiscal Review\)](#) and [AB 105 \(Committee on Budget\)](#), the Budget Bill Jr. These GGRF appropriations, combined with the General Fund appropriations noted above fully fund FY 2025-26 SB 125-TIRCP and TIRCP Cycle 6.

The Budget Bill Jr. will receive a final vote by September 12.

Potential Impact to RTD: Between FYs 2023-24 to 2027-28, pursuant to SB 125, the San Joaquin Council of Governments is scheduled to receive \$93.5 million for pass-through to RTD and other operators in San Joaquin County.

To date, SJCOG has received SB 125 funding, representing the region's apportionment for FYs 2023-24 and 2024-25. The appropriations of the remaining balance of the FY 2025-26 funding fully appropriates all funding for SB 125 – TIRCP, totaling \$4 billion statewide. This means that, in the years ahead, the only funding remaining to be appropriated under the SB 125 program is \$230 million for SB 125 – TIRCP in FY 2026-27 and \$490 million for SB 125 – ZETCP in FY 2027-28. The progress made on the appropriation of this funding supports SJCOG receiving the full balance of the region's \$93.5 million.

Brown Act Reform Update

Multiple Brown Act-related bills were introduced in the Legislature at the start of 2025. In recent years, legislation has successfully authorized the (limited) use of remote participation for board/council members under certain circumstances (illness, caring for others, travel, etc.) as long as a quorum of the agency's members participate in person from the same location identified on the agenda and that the location is open to the public and is within the local agency's jurisdiction. Prior to this authorization, members participating remotely would have had to post their location and open that location to the public. This authority was created by AB 2449 (Rubio) and is primed to sunset on January 1, 2026.

AB 259 (Rubio) sought to extend these provisions to January 1, 2030. However, after passing the Assembly, the bill did not move out of the Senate Local Government Committee.

In addition, for several years, local agencies have worked to allow for *entirely* remote participation for advisory or subsidiary bodies. During the last legislative session, AB 817 (Pacheco) tried and failed to grant this authority. This year SB 239 (Arreguín) was introduced to authorize members of subsidiary bodies to participate remotely – with requirements for notice, agenda, and public participation. SB 239 would have still

required *elected officials* serving on a subsidiary body and participating remotely to post their location and open that location to the public. SB 239 was ordered to the inactive file by Senator Arreguín in early June.

The last Brown Act bill remaining is SB 707, authored by Senate Local Government Committee Chair Maria Elena Durazo. SB 707 is intended to serve as a comprehensive update to the Brown Act, and includes most of the provisions originally proposed in AB 259 and SB 239, in addition to several other components.

SB 707 creates a new category of legislative bodies for purposes of the Brown Act, called an "*eligible legislative body*." After further amendments taken on September 2, these bodies would include:

- A city council of a city of 30,000 or more people
- A county board of supervisors with a population of 30,000 or more
- A city council located in a county of 600,000 or more people
- Board of directors of a special district whose:
 - Boundaries which are *co-terminus* with a county of 600,000 or more people, *and* the district has over 200 full-time employees; OR
 - The special district has over 1,000 full-time employees; OR
 - The special district has annual revenues in excess of \$400,000,000 *and* the district has over 200 full-time employees

SB 707 requires the above eligible legislative bodies to provide two-way teleconference opportunities for the public, to provide language translations of their agenda, and to *reasonably* assist members of the public with translation services. Bodies which are *not* covered by the above, and who meet in person, would not have to offer a two-way platform. Amendments taken on September 2 also delay the implementation of this portion of the law to July 1, 2026.

Further, SB 707 extends existing teleconference flexibility provisions allowing remote participations – as proposed in AB 259 – until January 1, 2030, and permits teleconferencing flexibility for subsidiary bodies – as proposed by SB 239 – until January 1, 2030, but requires that the legislative body offer remote participation *and* one physical location where members of the public may attend and participate.

This bill will receive a final vote by September 12.

Potential Impact to RTD: This bill generally extends the authority for local government entities, like RTD, to conduct teleconference board meetings and advisory committees through 2030.

That said, as a special district that we believe meets the definition of "*eligible legislative body*," this bill will come with new requirements on RTD for two-way teleconferencing and the publication of agendas in multiple languages that are likely to create new technological and cost burden on RTD. We advise that RTD review the legislation with

RTD counsel to ensure that RTD will continue to be compliant with all applicable Brown Act requirements by July 1, 2026.

Bills of Interest

SB 71 (Wiener) CEQA Exemptions for Transit Projects – SUPPORT

Co-Sponsored by the California Transit Association, this bill, as amended July 17, would extend the current January 1, 2030 sunset date established by SB 922 (Wiener, 2022) for statutorily authorized CEQA exemptions for transit and transportation projects to January 1, 2040s, add additional project- types to the list of exemptions (ferry terminals, transit operational analysis, bus stops, bus shelters), and make substantive procedural changes surrounding board actions (i.e. board process for establishing a project's cost estimate). **This bill was passed by the Legislature on September 10 and now heads to the Governor's desk.**

Potential Impact to RTD: This bill would help expedite transit project delivery statewide, including at RTD, by exempting various transit project types from CEQA. Key transit project types that would be streamlined include charging and refueling infrastructure and maintenance and operations facilities necessary to deploy zero-emission buses, the construction of bus rapid transit projects, transit priority projects, and the conversion of general purpose lanes to transit-only or part-time transit lanes.

SB 752 (Richardson) SUT Exemption for Zero-Emission Buses – SUPPORT

This bill would have extended the current January 1, 2026 sunset date, established by AB 2622 (Mullin, 2022), for the partial sales and use tax exemption for zero-emission buses purchased by a transit agency to January 1, 2028. **This bill died in the Senate Appropriations Committee.**

Potential Impact to RTD: This bill would have saved RTD between \$40,000 and \$70,000 on each zero- emission bus it purchased between January 1, 2026 and January 1, 2028.

AB 394 (Wilson) Transit Safety – SUPPORT

This bill, as amended July 17, would enhance the safety and security of California's public transportation systems by strengthening protections for transit operators, employees, and passengers. The bill accomplishes this goal by expanding existing law (Penal Code Section 243.3) to protect all transit employees against battery and empowering agencies to seek a court-issued temporary restraining order against a perpetrator for a violation of Penal Code Section 243.3. The Amalgamated Transit Union and the Teamsters are co-sponsors of this bill.

Potential Impact to RTD: This bill would provide RTD with additional statutory tools for addressing safety issues at their facilities and on their vehicles.

AB 810 (Irwin) Internet Website Requirements – WATCH

As amended on April 10, this bill would expand on existing law to require special districts, joint powers authorities, or other political subdivisions to maintain an internet website with a “.gov” or “.ca.gov” domain by January 1, 2031. The domain itself is free for eligible government agencies; however it will require affected agencies to reconfigure and update their website and other relevant third-party systems. **This bill is a two-year bill.**

Potential Impact to RTD: This bill would create new administrative and fiscal impacts on RTD. As a two-year bill, the legislation will not move forward this year.

AB 1070 (Ward) Transit District Governing Boards – OPPOSE

This bill would prohibit a transit district from compensating a member of the governing board unless the member demonstrates personal use of the transit system for at least one hour or for four trips per month. The bill would also require the governing board of a transit district to include 2 nonvoting members and 4 alternate nonvoting members. These members would be required to include users of the service, and representatives of the labor organization representing transit employees. **This bill was pulled from the Assembly Local Government Committee.**

Potential Impact to RTD: This bill would override RTD’s long-standing board structure, as established in its authorizing statutes, and require that the board include representation from transit labor and a transit rider group.

AB 1250 (Papan) Paratransit Operators: Recertification of Eligibility –WATCH

This bill would require transit operators, by June 1, 2027, to establish and use a streamlined recertification process for persons with permanent disabilities who were previously determined to be eligible for paratransit service. **This bill is in the Senate Appropriations Committee.**

Potential Impact to RTD: RTD worked through the California Transit Association to seek the amendments now reflected in the bill, as amended June 30, August 26, and September 3. As these amendments align recertification processes statewide to the processes utilized by RTD, we do not anticipate an impact to RTD.

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LEAD STAFF: ALEX CLIFFORD, CEO

I. RECOMMENDED ACTION

Motion to approve meeting minutes from the August 15, 2025, Regular Board of Directors meeting and the August 15, 2025, Special Board of Directors meeting.

II. SUMMARY

- Staff is providing the August 15, 2025, Regular Board of Directors meeting minutes and the August 15, 2025, Special Board of Directors meeting minutes.
- Minutes provide an official record of the discussions, decisions, and actions taken during the previous board 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 provide a clear and accurate record of the proceedings. This ensures that Board members, staff, and stakeholders can refer to the documented decisions and rationale, reinforcing trust in the organization's governance. Additionally, as the organization evolves, approved minutes serve as an important historical reference. They help track the progression of decisions, policies, and strategies, which can inform future actions.

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. CUSTOMER IMPACT

Meeting minutes provide customers with transparent agency information.

VI. FINANCIAL CONSIDERATIONS/IMPACT

N/A

VII. CHANGES FROM COMMITTEE

N/A

VIII. ALTERNATIVES CONSIDERED

N/A

IX. ATTACHMENTS

Attachment A: Draft minutes of the RTD Board of Directors Regular Meeting of August 15, 2025

Attachment B: Draft minutes of the RTD Board of Directors Special Meeting of August 15, 2025

Prepared by: Erica Aguiñiga, Executive and Board Support Senior Specialist

X. APPROVAL

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, AUGUST 15, 2025

The San Joaquin Regional Transit District (RTD) Board of Directors held a regular meeting at 10:00 a.m. on Friday, September 19, 2025, in the Boardroom of RTD's Downtown Transit Center, 421 East Weber Avenue, Stockton, California.

1. CALL MEETING TO ORDER Chair Gary Giovanetti called the meeting to order at 10:00 a.m.
2. MOMENT OF SILENCE/REFLECTION Chair Giovanetti called for a moment of silence and reflection.
3. SAFETY ANNOUNCEMENT Safety, Security, and Risk Management Director Curtis Moses made the Safety Announcement.
4. PLEDGE OF ALLEGIANCE TO THE FLAG Chair Giovanetti led the pledge.
5. ROLL CALL Present: Gary Giovanetti, Chair
Michael Restuccia, Vice Chair
Les Fong, Director
Balwinder Singh, Director
Stephan Castellanos, Director

Alex Clifford, CEO
Julie Sherman, RTD Legal Counsel
6. PUBLIC COMMENTS
No public comments were received.
7. SPECIAL PRESENTATIONS
 - A. RECOGNITION OF EMPLOYEES OF THE QUARTER
Daniel Menchaca was recognized as the Administration Employee of the Quarter.
Dario Dominguez Jr. was recognized as the Facilities Employee of the Quarter.
Joshua Jones was recognized as the Maintenance Employee of the Quarter.
Stevie Bass was recognized as the Transportation Employee of the Quarter.

B. RECOGNITION OF EMPLOYEES YEARS OF SERVICE

Jocelyn Oamilda was recognized for 10 years of service with RTD.
Rey Saucedo was recognized for 20 years of service with RTD.
Ross "Kenny" Kol was recognized for 30 years of service with RTD.
Margie Holman was recognized for 35 years of service with RTD.
Irving Lucas was recognized for 45 years of service with RTD.

8. REPORTS

A. CHIEF EXECUTIVE OFFICER UPDATE

CEO Alex Clifford did not provide an update due to a heavy agenda.

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 July Revenue and Expense Summary and Cash Flow Projection.
Protiviti Senior Consultant John Tufaro answered questions from the Board regarding status of financial records project.
CIO John Hodson updated the Board on cybersecurity protections.

9. INFORMATION ITEMS

Reports provided for information only:

A. FEDERAL LEGISLATIVE UPDATE

B. STATE LEGISLATIVE UPDATE

C. QUARTERLY GRANTS ACTIVITY REPORT

D. QUARTERLY UPDATE OF SOLICITATIONS

E. QUARTERLY UPDATE OF CONTRACTS AWARDED

F. PARATRANSIT OPERATIONS STATUS QUARTERLY REPORT

G. FY25 Q4 KEY PERFORMANCE INDICATORS (KPI) REPORT

Director Singh requested that staff provide more information related to KPIs.

10. CONSENT CALENDAR

- A. MOTION: APPROVING THE MINUTES OF THE JUNE 20, 2025, REGULAR BOARD OF DIRECTORS MEETING
ACTION: MOTION: Michael Restuccia SECOND: Les Fong
Roll Call:
AYES: Giovanetti, Restuccia, Fong, Singh, Castellanos
ABSENT: NAYES: ABSTAIN:
- B. MOTION: APPROVING THE MINUTES OF THE AUGUST 7, 2025, SPECIAL BOARD OF DIRECTORS MEETING

ACTION: MOTION: Michael Restuccia SECOND: Les Fong
Roll Call:
AYES: Giovanetti, Restuccia, Fong, Singh, Castellanos
ABSENT: NAYES: ABSTAIN:
- C. MOTION: APPROVING CHANGING THE DATE FOR THE REGULAR BOARD OF DIRECTORS MEETING SCHEDULED ON FRIDAY, NOVEMBER 21, 2025, TO THURSDAY, NOVEMBER 20, 2025

ACTION: MOTION: Michael Restuccia SECOND: Les Fong
Roll Call:
AYES: Giovanetti, Restuccia, Fong, Singh, Castellanos
ABSENT: NAYES: ABSTAIN:
- D. RESOLUTION: AUTHORIZING THE CEO OR DESIGNEE TO EXECUTE AND FILE GRANT APPLICATIONS, EXECUTE GRANT AGREEMENTS, AND TAKE REQUIRED ACTIONS TO RECEIVE FTA SECTION 5310 GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

ACTION: MOTION: Michael Restuccia SECOND: Les Fong
Roll Call:
AYES: Giovanetti, Restuccia, Fong, Singh, Castellanos
ABSENT: NAYES: ABSTAIN:
- E. RESOLUTION: AUTHORIZING THE CEO TO ENTER INTO A LEASE AGREEMENT WITH SBA TOWERS X LLC (SBA COMMUNICATIONS) FOR A SECTION OF PROPERTY AT 20 N. FILBERT STREET, STOCKTON, CA FOR THE RELOCATION OF THE COMMUNICATION TOWER FROM THE REGIONAL TRANSIT CENTER (RTC) DIVISION

ACTION: MOTION: Michael Restuccia SECOND: Les Fong
Roll Call:

AYES: Giovanetti, Restuccia, Fong, Singh, Castellanos
ABSENT: NAYES: ABSTAIN:

- F. ACCEPT AND FILE: APPROVED BOARD OF DIRECTORS TRAVEL EXPENSES
ACTION: MOTION: Michael Restuccia SECOND: Les Fong
Roll Call:
AYES: Giovanetti, Restuccia, Fong, Singh, Castellanos
ABSENT: NAYES: ABSTAIN:

- G. ACCEPT AND FILE: CHECK REGISTER FOR THE MONTH OF JULY 2025

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

- H. ACCEPT AND FILE: CLOSEOUT REPORT FOR RTD'S FY 2025 12-MONTH
WORK PLAN FOR STRATEGIC INITIATIVES AND REVIEW THE
PROPOSED FY 2026 12-MONTH WORK PLAN

Director Singh requested to pull this item from the Consent Calendar. This item was considered the first item under Action Items. The Board discussed the report and proposed work plan. Director Singh requested a future discussion to discuss the hydrogen plan. Direction was provided to staff to bring this item back to the Board for further discussion when there is an update.

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

11. ACTION ITEMS

- A. MOTION: AUTHORIZING THE CEO TO ISSUE A PURCHASE ORDER TO A-Z BUS SALES INC. FOR THE PURCHASE OF UP TO EIGHT (8) CUTAWAY BUSES TO BE PROVIDED TO UNITED CEREBRAL PALSY (UCP) OF SAN JOAQUIN, CALAVERAS, AND AMADOR COUNTIES, FOR A TOTAL AMOUNT NOT TO EXCEED \$1,200,000

UCP CEO Lynn Hogue was present to answer questions from the Board.

ACTION: MOTION: Michael Restuccia SECOND: Les Fong
Roll Call:

AYES: Giovanetti, Restuccia, Fong, Singh, Castellanos
ABSENT: NAYES: ABSTAIN:

- B. MOTION: AUTHORIZING THE CEO TO ISSUE A PURCHASE ORDER TO A-Z BUS SALES INC. FOR THE PURCHASE OF UP TO THIRTEEN (13) CUTAWAY BUSES FOR A TOTAL AMOUNT NOT TO EXCEED \$3,400,000
ACTION: MOTION: Michael Restuccia SECOND: Les Fong
Roll Call:
AYES: Giovanetti, Restuccia, Fong, Singh, Castellanos
ABSENT: NAYES: ABSTAIN:

- C. MOTION: AUTHORIZING THE CEO TO PROCEED WITH THE DECOMMISSIONING OF ALL FARE VENDING MACHINES (FVMS) LOCATED ALONG RTD'S BUS RAPID TRANSIT (BRT) CORRIDORS, EXCLUDING THOSE SITUATED AT RTD'S MAJOR TRANSFER STATIONS

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

- D. RESOLUTION: APPROVING RTD'S DISADVANTAGED BUSINESS ENTERPRISE (DBE) OVERALL GOAL FOR FEDERAL FISCAL YEARS (FFY) 2026 – 2028

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

12. QUESTIONS AND COMMENTS FROM DIRECTORS AND STAFF

13. CLOSED SESSION

Chair Giovanetti announced that the Board would recess into Closed Session at 11:45 a.m. to consider the following items set forth on the agenda:

- A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957(b)); Conference with Labor Negotiator (Government Code Section 54957.6)
Title: Chief Executive Officer
Negotiator: Board Chair

14. OPEN SESSION

A. CLOSED SESSION REPORT (LEGAL COUNSEL)

The Board of Directors returned from the Closed Session at 12:38 p.m. RTD Legal Counsel Julie Sherman provided an oral report regarding the conclusion of the CEO's evaluation and a summary of the terms of the proposed Third Amendment.

The Chair called for a motion and second to adopt Resolution No. 7115, Approving a Third Amendment to the Chief Executive Officer's Employment Contract.

RESOLUTION NO. 7115: APPROVING A THIRD AMENDMENT TO THE CHIEF EXECUTIVE OFFICER'S EMPLOYMENT CONTRACT EFFECTIVE AUGUST 15, 2025

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

15. ADJOURNMENT

Chair Giovanetti adjourned the meeting at 12:40 p.m.

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Attachment B
Cover Page

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE SAN
JOAQUIN REGIONAL TRANSIT DISTRICT
THURSDAY, AUGUST 15, 2025

The San Joaquin Regional Transit District (RTD) Board of Directors held a special meeting at 1:00 p.m. on Friday, August 15, 2025, at the Hilton Stockton, 2323 Grand Canal Boulevard, Stockton, California, 95207.

1. CALL MEETING TO ORDER Chair Gary Giovanetti called the meeting to order at 1:08 p.m.
2. PLEDGE OF ALLEGIANCE TO THE FLAG Chair Gary Giovanetti led the pledge.
3. ROLL CALL Present: Gary Giovanetti, Chair
Michael Restuccia, Vice Chair
Les Fong, Director
Balwinder Singh, Director
Stephan Castellanos, Director

Alex Clifford, CEO
Julie Sherman, RTD Legal Counsel
4. PUBLIC COMMENTS
No public comments were received.
5. BOARD MEMBER GOVERNANCE WORKSHOP
Peter Johnson led a workshop covering governance roles, responsibilities, and best practices.
6. ADJOURNMENT
Chair Giovanetti adjourned the meeting at 4:24 p.m.



LEAD STAFF: JUAN G. VILLANUEVA, DIRECTOR OF GRANTS AND CAPITAL PROJECTS

I. RECOMMENDED ACTION:

Authorize the CEO to execute and file the Fiscal Year (FY) 2025 - 2026 Transportation Development Act (TDA) claim in the amount of \$39,068,674.

II. SUMMARY:

- To receive funds throughout the fiscal year, RTD files a TDA claim annually with the SJCOG after the RTD Board approves it based on regional apportionment estimates adopted by the SJCOG Board of Directors.
- The claim is an application for two funding sources established by TDA: Local Transportation Fund (LTF) and State Transit Assistance (STA).
- RTD's LTF and STA claim is based on an estimated regional allocation schedule approved by the SJCOG's Board of Directors for the fiscal year and includes any unclaimed carryover from the prior year.
- Funds apportioned to unincorporated areas outside of Stockton's urbanized area will continue to be appropriated to RTD based on an agreement between San Joaquin County and RTD.
- It is in RTD's best interest to submit the TDA claim to receive funds for its eligible operating and capital expenses.

III. DISCUSSION/BACKGROUND

TDA funds are one of RTD's major funding sources to support its eligible operating and capital expenses. SJCOG manages the TDA funds for San Joaquin County. SJCOG provides estimates in February before the start of the fiscal year, but the final apportionments are normally released in August or September after the fiscal year-end. RTD needs to submit a claim to receive funds from TDA sources. TDA established two funding sources: LTF and STA.

TDA - LTF APPORTIONMENT

TDA - LTF is generated from a quarter-cent of the general sales tax collected in the county. SJCOG apportions TDA - LTF to agencies under its jurisdictions based on the past two years' population estimate from the State Department of Finance; after the "off-the-top" apportionments for administrative costs, bicycle and pedestrian improvements, and apportionment to the San Joaquin Regional Rail Commission (SJRRRC). The total estimated LTF revenue for San Joaquin County is \$64,608,840 of which \$30,324,623 is apportioned to RTD. RTD will use TDA - LTF to fund operations and capital projects.

FY26 TDA - Local Transportation Fund (LTF)			
FY26 Estimated Revenues for SJ County			\$ 64,608,840
SJ County Auditor Administrative Allocation			2,000
SJCOG Administrative and Transportation Planning Allocations			2,163,656
County and Cities : Bicycle/Pedestrian	2.0%		1,248,864
San Joaquin Regional Rail Commission/ACE	11.5%		7,037,347
Consolidated Transportation Services Agency*	1.0%		541,570
Total Off-the-top apportionments			\$ 10,993,437
Balance Available for Area Apportionment			\$ 53,615,403
	State Dept of Finance population		
City of Stockton	317,204	70.6%	
Co. of San Joaquin	132,100	29.4%	
Total	449,304	100%	
Total RTD's City of Stockton and County Apportionments	449,304	56.77%	30,324,623
Other Jurisdictions' apportionments	342,104	43.23%	23,290,780
Total Area Apportionment	791,408	100%	\$ 53,615,403
FY26 Estimated LTF Apportionments			\$ 64,608,840

TDA - STA APPORTIONMENT

TDA - STA funds are generated from diesel fuel sales tax. The legislature appropriates the money to the State Controller's Office (SCO), which then allocates it by formula to SJCOG under Public Utility Codes (PUC) 99313 and 99314.

SJCOG allocates funds allocated under PUC 99313 to eligible transit operators by ridership within San Joaquin County after "off-the-top" allocations are made for SJCOG transit planning and administration costs. RTD and SJRRC will continue to share the PUC 99313 funds in FY25. SJCOG is using Preliminary Audited FY 23/24 ridership figures to determine each agency's allocation percentage.

Funds allocated under PUC 99314 are apportioned by the SCO based on local revenues reported annually to the SCO by each entity throughout California.

RTD will use FY25 TDA - STA to fund its capital projects.

FY26 TDA - State Transit Assistance (STA)	PUC 99313 Transit Apportionment by SJCOG	PUC 99314 Area Apportionment by State Controllers Office	Total
Administrative Allocations	\$ 1,000		\$ 1,000
SJCOG Administrative and Transportation P	160,887		160,887
Transit Apportionments:	Ridership		
San Joaquin RTD	2,578,472 86.71% 6,834,910	709,141	7,544,051
SJRRC/ACE	395,184 13.29% 1,047,537	1,005,002	2,052,539
	2,973,656 100.00%		
Other Jurisdictions		\$ 87,720	
Total STA Apportionments	\$8,044,334	\$1,801,863	\$9,846,197

RTD's total TDA claim amount for FY 2026 is \$39,068,674; it is the sum of the FY 2026 LTF and STA estimate of \$37,868,674 plus the previous year's unclaimed apportionment of \$1,200,000. The previous year's unclaimed apportionment is mostly due to the increase in FY25 LTF and interest revenue from TDA funds.

Transportation Development Act (TDA) Claim for FY26

	<u>FY 2026 Estimated</u> <u>Apportionment</u>	<u>Previous Year's</u> <u>Unclaimed</u> <u>Apportionment</u>	<u>Total New Claim</u>
Local Transportation Fund (LTF)	\$ 30,324,623	\$ 1,200,000	\$ 31,524,623
State Transit Assistance (STA)	\$ 7,544,051		\$ 7,544,051
GRAND TOTAL	\$ 37,868,674	\$ 1,200,000	\$ 39,068,674

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. CUSTOMER IMPACT

None.

VI. FINANCIAL CONSIDERATIONS/IMPACT

The \$39,068,674 total estimated claim includes FY 2025-26 LTF and STA estimated apportionments of \$37,868,674 and the previous year's unclaimed apportionment of \$1,200,000.

VII. CHANGES FROM COMMITTEE

N/A

VIII. ALTERNATIVES CONSIDERED

Do nothing. This alternative is not recommended, as RTD would not receive its allocated funds if the claim is not filed.

IX. ATTACHMENTS

Attachment A: Resolution

Prepared by: Juan G. Villanueva, Director of Grants and Capital Projects

X. APPROVALS

Financial Impact Approved:
Robert Kyle, CFO



Alex Clifford, CEO





Attachment A
Cover Page

RESOLUTION NO. _____
DATED: SEPTEMBER 19, 2025

RESOLUTION AUTHORIZING THE CEO TO EXECUTE AND FILE THE FISCAL YEAR
(FY) 2025 - 2026 TRANSPORTATION DEVELOPMENT ACT (TDA) CLAIM
IN THE AMOUNT OF \$39,068,674

WHEREAS, the SJCOG board adopted San Joaquin RTD's apportionments for the FY 2025-26 revised Local Transportation Fund (LTF) of \$30,324,623 and State Transit Assistance (STA) Fund of \$7,544,051 on April 24, 2025, and

WHEREAS, to capture the previous year's unclaimed amounts, the San Joaquin Regional Transit District must file a TDA claim to include the prior year's unclaimed amount of \$1,200,000.

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

That the CEO is hereby authorized to file the TDA Claim with the San Joaquin Council of Governments (SJCOG) in the amount of \$39,068,674.

1. The \$39,068,674 includes FY 2025-26 LTF and STA estimated apportionments of \$37,868,674 and the previous year's unclaimed apportionment of \$1,200,000. The claim amounts by the fund are as follows:

Transportation Development Act (TDA) Claim for FY26

	<u>FY 2026 Estimated</u>		<u>Previous Year's</u>		
	<u>Apportionment</u>		<u>Unclaimed</u>		<u>Total New Claim</u>
Local Transportation Fund (LTF)	\$	30,324,623	\$	1,200,000	\$ 31,524,623
State Transit Assistance (STA)	\$	7,544,051			\$ 7,544,051
GRAND TOTAL	\$	37,868,674	\$	1,200,000	\$ 39,068,674

2. That the SJCOG is directed to hold in reserve the full amount of RTD's remaining TDA Fund allocations, including all interest earned, for use by RTD to support the FY2025-26 operating and capital budget.
3. That the CEO hereby is authorized and directed to take action necessary to obtain the funds requested in said claim herein authorized to be filed with SJCOG.

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LEAD: ALEX CLIFFORD, CEO

REPORT: ACCEPT AND FILE: APPROVED BOARD OF DIRECTORS TRAVEL EXPENSES

I. SUMMARY

- RTD's Board Travel Policy requires that the full Board approve estimated expenses before board member travel.
- RTD staff annually solicits the Board members' interest in attending educational conferences and events.
- The Board considered expressed travel interests from Board members on January 10, 2025 and February 21, 2025.
- This report includes a table summarizing estimated expenses associated with Board travel for calendar year 2025.
- The Board will consider expressions of interest received for travel from Board members throughout the year as necessary.
- Chair Gary Giovanetti is a member of the APTA Executive Committee and will be traveling more often to attend committee meetings and other related conferences.
- Director Balwinder Singh serves as the Chair of the APTA Transit Board Members (TBM) Legislative Committee and an American Public Transportation Foundation (APTF) Board of Director.

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 Coordinated Transportation (CALACT), California Transit Association (CTA), and American Public Transportation Association (APTA), convene annual conferences to provide educational sessions focusing on the public transit industry's current challenges, technology innovations, lessons learned, best practices, and networking opportunities for public transit professionals at all levels, including Board members.

The San Joaquin Council of Governments also convenes an annual Advisory program (One Voice) for San Joaquin County, to promote 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 significance to the San Joaquin region.

On an annual basis, RTD staff solicits Board members for expressions of interest in attending educational conferences. Additionally, Chair Gary Giovanetti is a member of the APTA Executive Committee and is required to travel more frequently to attend meetings and conferences. Director Balwinder Singh serves as the Chair of the APTA TBM Legislative Committee and an APTF Board of Director and may also require more frequent travel.

The estimated cost of travel expenses for board members, listed by conference for the 2025 calendar year, is provided in a table on the next page. The total actual cost will be updated after each conference.

2025 CONFERENCES

Board Member	CTA Spring Legislative Conference May 8, 2025 Sacramento, CA	APTA Legislative Conference May 18-20, 2025 Washington, DC	San Joaquin One Voice May 19-21, 2025 Washington, DC	APTA Rail Conference June 29-July 2, 2025 San Francisco, CA	APTA Transit Board Members & Transit Board Admins. Seminars July 19-22, 2025 Kansas City, MO	APTA TRANSform September 14-17, 2025 Boston, MA	CTA Fall Conference & Expo November 5-7, 2025 Long Beach, CA	APTA Executive Committee Strategic Retreat Date: TBD Location: TBD	Total Cost
Mike Restuccia									
Gary Giovanetti		\$4,407		Board of Directors Meeting Only	\$2,857	X		X	
Les Fong		\$2,724	\$1,380		\$2,648	X			
Balwinder Singh		\$2,928	\$1,679		\$2,591	X			
Stephan Castellanos	\$280				\$2,872		X		
Estimated Cost Per Person	\$300	\$3,600	\$500	\$900	\$2,500	\$3,200	\$2,400	APTA will reimburse attendees for expenses	
Total Budgeted Cost	\$300	\$10,800	\$1,000	\$3,600	\$10,000	\$9,600	\$2,400	\$0	\$37,700
Total Actual Cost	\$280	\$10,059	\$3,058	\$875	\$10,967				\$25,240

X: Previously Approved Request. N: New Request to Attend a Conference.

Cost differences between Board member travel events may differ as a result of such factors as:

- Date the flights were finalized and booked
- Flights with connections versus direct flights
- Departing airports (SFO v. SMF)
- Destination airports (IAD v. DCA)
- Mileage to and from departing airports (SFO v. SMF)
- Airport parking fees (SFO v. SMF)
- Traveling expenses to and from the airport
- Duration of the trip may vary due to the conference agenda and Board Member's committee assignments

III. STRATEGIC PLAN PRIORITIES ALIGNMENT

This report 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. CUSTOMER IMPACT

By attending and participating in educational conferences, Board members remain updated with industry best practices benefiting the Board, RTD, and the community it serves.

V. FINANCIAL CONSIDERATIONS/IMPACT

Estimated Board member travel expenses for 2025, including registration, are estimated at \$37,700. Expenses are budgeted according to fiscal year under account number 403000-50912 – Board Travel.

VI. CHANGES FROM COMMITTEE

N/A

VII. ALTERNATIVES CONSIDERED

N/A

VIII. ATTACHMENTS

None

Prepared by: Erica Aguiñiga, Executive and Board Support Senior Specialist

IX. APPROVALS

Financial Impact Approved:
Robert Kyle, CFO



Alex Clifford, CEO



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LEAD STAFF: RAVI SHARMA, FINANCE MANAGER

REPORT: ACCEPT AND FILE: CHECK REGISTER FOR THE MONTH OF AUGUST 2025

I. SUMMARY

- This staff report provides the Board of Directors (Board) with the Check Register for the month of August 2025.
- The Finance Department submits 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 August 2025 have been processed. 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. CUSTOMER IMPACT

Vendor payments enable RTD to provide its customers with a better transit experience.

V. FINANCIAL CONSIDERATIONS/IMPACT

The check register presents the invoices paid in August 2025 for Board review, agency disclosure, and transparency.

VI. CHANGES FROM COMMITTEE

N/A

VII. ALTERNATIVES CONSIDERED

None.

VIII. ATTACHMENTS

Attachment A: Check Register for the month of August 2025


Prepared by: Ravi Sharma, Finance Manager

IX. APPROVALS

Financial Impact Approved:
Robert Kyle, CFO

A handwritten signature in black ink, appearing to read "R. Kyle", is written over a horizontal line.

Alex Clifford, CEO

A handwritten signature in blue ink, appearing to read "Alex Clifford", is written over a horizontal line.



Attachment A
Cover Page

RTD Check Register for August 2025

Vendor Name	Invoice Date	Invoice Number	Invoice Amount	Payment Date	EFT or Check #
AFLAC	8/7/2025	904774	\$718.24	8/7/2025	EFT
AMALGAMATED TRANSIT UNION LOCAL	8/7/2025	AUG25 CTC DUES	\$1,765.76	8/7/2025	EFT
AMALGAMATED TRANSIT UNION LOCAL	8/7/2025	AUG25 METRO DUES	\$10,286.30	8/7/2025	EFT
AMALGAMATED TRANSIT UNION LOCAL	8/7/2025	AUG25 PART TIME	\$118.40	8/7/2025	EFT
AMAZON	7/25/2025	1616-PQ7N-GTCP	\$150.44	8/7/2025	EFT
AMAZON	7/25/2025	1F1C-99WQ-GMDG	\$109.65	8/7/2025	EFT
AMAZON	7/25/2025	1MMW-4F4W-G9LQ	\$34.52	8/7/2025	EFT
AMAZON	7/25/2025	1Y6D-36FQ-GQFT	\$105.54	8/7/2025	EFT
AUTOZONE	7/22/2025	02858380731	\$656.86	8/7/2025	EFT
AUTOZONE	7/25/2025	02858385592	\$630.94	8/7/2025	EFT
AUTOZONE	7/29/2025	02858391370	\$209.67	8/7/2025	EFT
AUTOZONE	7/30/2025	02858393389	\$392.39	8/7/2025	EFT
A-Z BUS SALES INC	7/23/2025	INVSAC36028	\$151.10	8/7/2025	EFT
A-Z BUS SALES INC	7/31/2025	INVSAC36377	\$193.92	8/7/2025	EFT
A-Z BUS SALES INC	7/31/2025	INVSAC36387	\$34.43	8/7/2025	EFT
BIG VALLEY FORD INC.	7/31/2025	639878FOW	\$923.32	8/7/2025	EFT
BIG VALLEY FORD INC.	7/31/2025	639904FOW	\$44.78	8/7/2025	EFT
BRANNON TIRE	7/29/2025	20411674	\$349.15	8/7/2025	EFT
CA STATE DISBURSEMENT UNIT	8/7/2025	0770203176-01AUG TOTAL 15 INVOI	\$2,575.97	8/7/2025	150569
CALIFORNIA WATER SERVICES	8/7/2025	9332387932JUL25	\$2,901.50	8/7/2025	EFT
CAPITAL EDGE	8/3/2025	#25-103	\$5,500.00	8/7/2025	EFT
CDW GOVERNMENT INC	7/30/2025	AF2T18F	\$2,678.03	8/7/2025	EFT
CENTRAL VALLEY LIFT TRUCK, INC.	7/24/2025	65991	\$228.89	8/7/2025	EFT
CENTRAL VALLEY LIFT TRUCK, INC.	7/24/2025	65992	\$742.27	8/7/2025	EFT
CENTRAL VALLEY LIFT TRUCK, INC.	7/25/2025	65993	\$414.99	8/7/2025	EFT
CENTRAL VALLEY LIFT TRUCK, INC.	7/25/2025	65994	\$435.17	8/7/2025	EFT
CENTRAL VALLEY LIFT TRUCK, INC.	7/25/2025	65995	\$590.63	8/7/2025	EFT
CENTRAL VALLEY LIFT TRUCK, INC.	7/25/2025	65996	\$229.44	8/7/2025	EFT
CENTRAL VALLEY LIFT TRUCK, INC.	7/28/2025	P-13761	\$837.84	8/7/2025	EFT
CHASE CHEVROLET	7/23/2025	46922	\$196.92	8/7/2025	EFT
CHASE CHEVROLET	7/25/2025	47085	\$88.37	8/7/2025	EFT
CHASE CHEVROLET	7/28/2025	47238	\$245.53	8/7/2025	EFT
CHASE CHEVROLET	7/30/2025	47274	\$47.22	8/7/2025	EFT
CHASE CHEVROLET	7/31/2025	47410	\$630.96	8/7/2025	EFT
CHASE CHEVROLET	7/31/2025	47441	\$29.30	8/7/2025	EFT
CHRISTY ARIAS	8/7/2025	REIMB72525UNIFO	\$51.70	8/7/2025	150566
CINTAS	7/29/2025	5283352606	\$319.51	8/7/2025	EFT
CINTAS	7/30/2025	5283611301	\$272.95	8/7/2025	EFT
CINTAS	7/31/2025	5283872410	\$152.92	8/7/2025	EFT
CINTAS	8/1/2025	5284117104	\$215.43	8/7/2025	EFT
COURT-ORDERED DEBT COLLECTION	8/7/2025	JK-193-2836AUG08	\$39.31	8/7/2025	150570
CREATIVE BUS SALES INC.	7/24/2025	XA116004382:01	\$79.81	8/7/2025	EFT
DAVEY COACH	7/23/2025	05P51493	\$646.82	8/7/2025	EFT
DELTA DENTAL OF CALIFORNIA	8/7/2025	BE006657397	\$27,923.16	8/7/2025	EFT
EDD EMPLOYMENT DEVELOPMENT DEPARTMENT	8/7/2025	840473088AUG0825	\$475.15	8/7/2025	150571
FAST UNDERCAR STOCKTON	7/29/2025	16TS6345	\$204.90	8/7/2025	EFT
FAST UNDERCAR STOCKTON	7/29/2025	16TS6496	\$102.45	8/7/2025	EFT
FAST UNDERCAR STOCKTON	7/29/2025	16TS6534	\$99.19	8/7/2025	EFT
FASTENAL COMPANY	7/31/2025	CAST2103428	\$1,840.98	8/7/2025	EFT
FASTENAL COMPANY	7/24/2025	CAST2103588	\$471.10	8/7/2025	EFT
FASTENAL COMPANY	7/31/2025	CAST2103758	\$314.44	8/7/2025	EFT
FASTENAL COMPANY	8/1/2025	MN019958159	\$10.90	8/7/2025	EFT
FRANCHISE TAX BOARD	8/7/2025	213-01560-17AUG8 AND 563739907	\$607.50	8/7/2025	150572
GENFARE	7/25/2025	90211546	\$262.70	8/7/2025	EFT
GEORGE FIFITA	8/7/2025	REIMB71525TOOLS	\$600.00	8/7/2025	EFT
GILLIG LLC	7/24/2025	41333286	\$20.02	8/7/2025	EFT
GILLIG LLC	7/25/2025	41333941	\$175.70	8/7/2025	EFT
GILLIG LLC	7/28/2025	41334284	\$432.02	8/7/2025	EFT
GILLIG LLC	7/29/2025	41334761	\$53.29	8/7/2025	EFT
GILLIG LLC	7/29/2025	41334762	\$64.66	8/7/2025	EFT
GILLIG LLC	7/19/2025	41334763	\$29.00	8/7/2025	EFT
GILLIG LLC	7/29/2025		\$322.20	8/7/2025	EFT
GILLIG LLC	7/29/2025	41334764	\$17.31	8/7/2025	EFT
GILLIG LLC	7/29/2025	41334765	\$718.29	8/7/2025	EFT
GILLIG LLC	7/29/2025	41334766	\$932.43	8/7/2025	EFT
GILLIG LLC	7/29/2025	41334767	\$490.91	8/7/2025	EFT
GILLIG LLC	7/30/2025	41335332	\$398.62	8/7/2025	EFT
GILLIG LLC	7/30/2025	41335333	\$125.55	8/7/2025	EFT

GILLIG LLC	7/30/2025	41335573	\$92.94	8/7/2025	EFT
GRAINGER	7/24/2025	9584751011	\$24.65	8/7/2025	EFT
GRAINGER	7/31/2025	9591709473	\$28.93	8/7/2025	EFT
GREAT WEST TRUST COMPANY LLC	8/7/2025	743880-01AUG825	\$4,234.37	8/7/2025	EFT
HANSON BRIDGETT, LLP	7/9/2025	1529621-1529626	\$42,595.40	8/7/2025	EFT
HD / HARBOR DIESEL & EQUIPMENT	7/25/2025	P316332	\$1,803.65	8/7/2025	EFT
JOHN HODSON	8/7/2025	APTA80325MEETING	\$332.80	8/7/2025	EFT
JOHNSTON LIM CO MD	8/1/2025	00256120-00	\$2,090.00	8/7/2025	EFT
KARL D MONK	8/7/2025	REIMB8125BOOTS	\$185.27	8/7/2025	EFT
KHANG NGUYEN	8/7/2025	REIMB73125TOOLS	\$300.03	8/7/2025	EFT
KJBACKPACK	7/31/2025	KJBP21-288	\$4,000.00	8/7/2025	EFT
KJBACKPACK	7/15/2025	KJBP21-294	\$4,000.00	8/7/2025	EFT
LARRY BOTTLEY	8/7/2025	TWC80325MEETING	\$519.40	8/7/2025	EFT
LOOMIS	7/31/2025	13779713	\$14,836.26	8/7/2025	EFT
LOOMIS	7/31/2025	13779714	\$634.81	8/7/2025	EFT
LOOMIS	7/31/2025	13779742	\$9,038.24	8/7/2025	EFT
MICHAEL FREGILLANA	8/7/2025	REIMB73125TOOLS	\$528.65	8/7/2025	EFT
MINNESOTA LIFE	8/7/2025	41196461-00AUG25	\$5,373.17	8/7/2025	EFT
MISSION LINEN SUPPLY	7/23/2025	524304804	\$473.61	8/7/2025	EFT
MISSION LINEN SUPPLY	7/30/2025	524309536	\$54.43	8/7/2025	EFT
MISSION LINEN SUPPLY	7/30/2025	524309537	\$648.62	8/7/2025	EFT
MUNCIE RECLAMATION SUPPLY / ABC COMPANY	7/24/2025	3871228	\$993.28	8/7/2025	EFT
NAVIA BENEFITS SOLUTIONS	8/7/2025	10992415	\$444.60	8/7/2025	EFT
NAVIA BENEFITS SOLUTIONS	8/7/2025	DEP CARE AUG0825	\$354.18	8/7/2025	EFT
NAVIA BENEFITS SOLUTIONS	8/7/2025	FSA AUG0825	\$2,300.79	8/7/2025	EFT
NFI PARTS	7/31/2025	83887242	\$118.98	8/7/2025	EFT
O'REILLY AUTO PARTS	7/25/2025	2567-248365, 249595, 249823,25048	\$283.07	8/7/2025	2309
PAN AMERICAN / RELATION INSURANCE SERVICES IN	8/7/2025	6540401	\$5,417.00	8/7/2025	EFT
PINNACLE PETROLEUM INC	7/22/2025	0379266	\$21,245.09	8/7/2025	EFT
PITNEY BOWES	8/7/2025	3107329513	\$604.95	8/7/2025	EFT
PITNEY BOWES	8/7/2025	800090001143JUL	\$502.25	8/7/2025	EFT
PREVOST CAR	7/22/2025	902820391	\$649.29	8/7/2025	EFT
PREVOST CAR	7/24/2025	902822767	\$70.84	8/7/2025	EFT
PREVOST CAR	7/24/2025	902823187	\$75.28	8/7/2025	EFT
PREVOST CAR	7/24/2025	902823188	\$10.89	8/7/2025	EFT
PREVOST CAR	7/31/2025	902828945	\$848.41	8/7/2025	EFT
PREVOST CAR	7/31/2025	902828946	\$220.56	8/7/2025	EFT
PROCLEAN SUPPLY/MODESTO JANITORIAL	3/25/2025	603510	\$52.29	8/7/2025	EFT
PROCLEAN SUPPLY/MODESTO JANITORIAL	7/25/2025	607188	\$2,310.31	8/7/2025	EFT
PROCLEAN SUPPLY/MODESTO JANITORIAL	7/29/2025	607277	\$619.01	8/7/2025	EFT
PROCLEAN SUPPLY/MODESTO JANITORIAL	7/29/2025	607280	\$602.60	8/7/2025	EFT
PROGRESS PUBLIC AFFAIRS	8/1/2025	250811	\$1,787.50	8/7/2025	EFT
R.L. RIGHETTI ENTERPRISES, INC.	7/16/2025	69260	\$630.77	8/7/2025	EFT
R.L. RIGHETTI ENTERPRISES, INC.	7/24/2025	69567	\$300.84	8/7/2025	EFT
R.L. RIGHETTI ENTERPRISES, INC.	7/31/2025	69787	\$35.00	8/7/2025	EFT
REPUBLIC SERVICE	6/30/2025	0208-000865925	\$704.28	8/7/2025	EFT
ROBERT ROTH	8/7/2025	REIMB8125UNIFO	\$364.05	8/7/2025	150567
SAMUEL BERRI	7/18/2025	17015H	\$540.00	8/7/2025	EFT
SAN JOAQUIN COUNTY SHERIFFS OFFICE	8/7/2025	STKCVLBC20130002	\$100.00	8/7/2025	150573
SECURE- CENTRIC	7/29/2025	QUOTE-3643	\$24,190.00	8/7/2025	2308
TEC EQUIPMENT, INC	7/24/2025	975819D	\$522.75	8/7/2025	EFT
TEC EQUIPMENT, INC	7/29/2025	976085D	\$18.23	8/7/2025	EFT
TEC EQUIPMENT, INC	7/29/2025	976095D	\$202.61	8/7/2025	EFT
TEC EQUIPMENT, INC	7/30/2025	976095DX1	\$2.57	8/7/2025	EFT
TEC EQUIPMENT, INC	7/31/2025	976207D	\$742.74	8/7/2025	EFT
TEC EQUIPMENT, INC	6/4/2025	CORRECTCM966634DX1	\$312.70	8/7/2025	EFT
TEC EQUIPMENT, INC	6/4/2025	CORRECTCM972285D	\$312.70	8/7/2025	EFT
TERRANCE JAMES	7/25/2025	71825DJSERVICE	\$500.00	8/7/2025	2307
TESCO TRANSPORTATION EQUIPMENT	7/23/2025	PA0229160	\$35.88	8/7/2025	EFT
THE GOODYEAR TIRE & RUBBER CO	7/24/2025	9857085259	\$8,203.00	8/7/2025	EFT
THE GOODYEAR TIRE & RUBBER CO	7/24/2025	9857085260	\$14,975.39	8/7/2025	EFT
TKE . THYSSENKRUPP ELEVATOR CORP	8/1/2025	3008771777	\$585.00	8/7/2025	EFT
TRANSIT FINANCE	8/7/2025	000220	\$1,450.00	8/7/2025	150568
TULLY CONSULTING GROUP	7/15/2025	23531	\$3,500.00	8/7/2025	EFT
U.S. DEPARTMENT OF THE TREASURY	8/8/2025	WG2615239AUG825	\$403.33	8/7/2025	150574
US BANK	8/7/2025	RETCONT080825B	\$61,087.00	8/7/2025	EFT
US BANK	8/7/2025	RETCONT080825C	\$1,850.34	8/7/2025	EFT
US BANK	8/7/2025	RETCONT080825D	\$20,432.81	8/7/2025	EFT
US BANK	8/7/2025	RETCONT080825E	\$10,516.84	8/7/2025	EFT
US BANK	8/7/2025	RETCONT080825F	\$10,552.49	8/7/2025	EFT
US BANK	8/7/2025	RETCONT080825G	\$41,566.18	8/7/2025	EFT
US BANK	8/7/2025	RETCONT080825H	\$1,359.78	8/7/2025	EFT

US BANK	8/7/2025	RETCONT080825I	\$13,786.30	8/7/2025	EFT
US BANK	8/7/2025	RETCONT080825J	\$7,095.84	8/7/2025	EFT
US BANK	8/7/2025	RETCONT0825A	\$14,359.36	8/7/2025	EFT
VEHICLE REGISTRATION COLLECTIONS	8/7/2025	7W8845820221AUG8	\$94.48	8/7/2025	150575
VENTEK INTERNATIONAL / CARACAL ENTERPRISES LLC	8/1/2025	150660	\$5,000.00	8/7/2025	EFT
VERIZON	8/7/2025	6119299965	\$8,386.01	8/7/2025	EFT
VERIZON	8/7/2025	6119299966	\$1,275.43	8/7/2025	EFT
VERIZON	8/7/2025	6119299967	\$1,012.86	8/7/2025	EFT
VSP VISION SERVICE PLAN / CA	8/7/2025	823287931	\$4,250.50	8/7/2025	EFT
VSP VISION SERVICE PLAN / CA	8/7/2025	823387234	\$48.12	8/7/2025	EFT
W.W.WILLIAMS	7/29/2025	023P31140	\$511.95	8/7/2025	EFT
WARDEN'S / THE WARDEN'S OFFICE INC	7/30/2025	211124-00	\$119.14	8/7/2025	EFT
WESTERN RADIATOR / TUBES & HOSES	7/25/2025	24635	\$39.24	8/7/2025	EFT
ALEXANDER BISBY	8/14/2025	TUITION862025	\$867.00	8/14/2025	EFT
AMY LYNN ADAM	8/14/2025	REIMB8725BOOTS	\$95.64	8/14/2025	EFT
BROWN ARMSTRONG ACCOUNTANCY CORPORATION	8/7/2025	281748	\$2,051.25	8/14/2025	EFT
CALTIP C/O SEDGWICK	8/14/2025	07-2025-JULY	\$24,437.52	8/14/2025	EFT
CARAHSOFT TECHNOLOGY CORPORATION	7/21/2025	IN2024572	\$10,051.23	8/14/2025	2310
CARL WARREN & COMPANY LLC	8/14/2025	CWC-2056981	\$1,666.67	8/14/2025	EFT
CINTAS	8/5/2025	5284673601	\$70.54	8/14/2025	EFT
CONCERN EMPLOYEE ASSISTANCE PROGRAM	7/15/2025	CN2601136	\$921.00	8/14/2025	EFT
CREATIVE BUS SALES INC.	7/19/2025	XA128029388:01	\$76.13	8/14/2025	EFT
ECO-CHEK	7/31/2025	253795	\$225.00	8/14/2025	EFT
ELITE MAINTENANCE & TREE SERVICE	7/31/2025	11203573	\$2,222.98	8/14/2025	EFT
FLEET MASTER	7/15/2025	181027	\$572.87	8/14/2025	2311
GILLIG LLC	7/17/2025	41330775	\$280.66	8/14/2025	EFT
GRAYSON THERMAL SYSTEM CORP.	7/23/2025	7645 and 7659	\$3,526.28	8/14/2025	2312
INC. SEDGWICK CLAIMS MANAGEMENT SERVICES	8/14/2025	2657202501737717	\$115,379.76	8/14/2025	EFT
INC. SEDGWICK CLAIMS MANAGEMENT SERVICES	8/14/2025	8/1/2025	\$3,901.17	8/14/2025	EFT
JACOB PIMENTEL	8/14/2025	REIMB81225TOOLS	\$42.50	8/14/2025	EFT
JENNIFER GRIFFITH	8/14/2025	REIMB71225UNIFO	\$54.49	8/14/2025	EFT
JEWELL CALANDRI	8/14/2025	REIMB8225UNIFO	\$61.41	8/14/2025	EFT
JOSHUA JONES	8/14/2025	REIMB81028BOOTS	\$200.00	8/14/2025	EFT
KRONOS INCORPORATED	8/8/2025	I10080015784	\$767.16	8/14/2025	EFT
KTC	8/10/2025	NO.30	\$31,495.75	8/14/2025	EFT
MARCO ANTONIO MANZANO	8/14/2025	REIMB8725BOOTS	\$88.28	8/14/2025	EFT
MASABI	8/7/2025	SJTD-IN40	\$3,380.00	8/14/2025	EFT
MISSION LINEN SUPPLY	8/6/2025	524347528	\$620.00	8/14/2025	EFT
MISSION LINEN SUPPLY	8/6/2025	524352459	\$54.43	8/14/2025	EFT
MISSION LINEN SUPPLY	8/6/2025	524352460	\$653.87	8/14/2025	EFT
MOTOR COACH SALES & SERVICE INC.	6/17/2025	4176	\$1,442.77	8/14/2025	2313
NICOLAS JASON FREEMAN	8/14/2025	REIMB8525BOOTS	\$200.00	8/14/2025	EFT
PACIFIC SHREDDING/STORAGE CO	7/31/2025	1169818	\$787.74	8/14/2025	EFT
PG&E / PACIFIC GAS AND ELECTRIC	8/14/2025	3090228695 AUG7	\$233.62	8/14/2025	EFT
PREFERRED ALLIANCE , INC.	7/31/2025	0205922-IN	\$3,628.75	8/14/2025	EFT
PROTIVITI GOVERNMENTSERVICES	7/31/2025	INV-35982	\$97,438.50	8/14/2025	EFT
R.L. RIGHETTI ENTERPRISES, INC.	5/13/2025	67080	\$22,415.85	8/14/2025	EFT
RAYS RADIO SHOP INC	7/31/2025	21195	\$1,019.73	8/14/2025	EFT
SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT.	8/14/2025	N169669	\$1,413.00	8/14/2025	150576
SHAW YODER ANTWHI SCHMELZER & LANGE	7/31/2025	23915	\$3,468.00	8/14/2025	EFT
SIEGFRIED ENGINEERING	7/31/2025	50292	\$2,200.00	8/14/2025	EFT
SIEGFRIED ENGINEERING	7/31/2025	50295	\$7,525.00	8/14/2025	EFT
SIEGFRIED ENGINEERING	7/31/2025	50296	\$2,500.00	8/14/2025	EFT
SIEGFRIED ENGINEERING	7/31/2025	50297	\$1,785.00	8/14/2025	EFT
SIEGFRIED ENGINEERING	8/4/2025	50305	\$500.00	8/14/2025	EFT
STEPHANIE DOMINGUEZ	8/14/2025	REIMB72225UNIFO	\$38.75	8/14/2025	EFT
TAKE CARE TERMITE	7/31/2025	30062-35563	\$380.00	8/14/2025	EFT
VAN DE POL	7/10/2025	1039175-IN	\$29,573.36	8/14/2025	EFT
AT&T / CALNET	7/22/2025	000023810675	\$291.82	8/18/2025	EFT
AT&T / CALNET	7/25/2025	000023820875	\$3,943.54	8/18/2025	EFT
AT&T / CALNET	7/28/2025	000023831459	\$1,050.90	8/18/2025	EFT
AT&T / CALNET	7/28/2025	000023831460	\$31.58	8/18/2025	EFT
AFLAC	8/21/2025	000726	\$718.24	8/21/2025	EFT
AMALGAMATED TRANSIT UNION LOCAL	8/21/2025	COPE AUG2225	\$134.66	8/21/2025	150581
AMALGAMATED TRANSIT UNION LOCAL	8/21/2025	INIT AUG222025	\$50.00	8/21/2025	EFT
AMALGAMATED TRANSIT UNION LOCAL	8/21/2025	RTDASSESS AUG22	\$3,120.00	8/21/2025	EFT
AMAZON	8/1/2025	136Q-W4R9-9JQ3	\$70.80	8/21/2025	EFT
AMAZON	7/18/2025	14WK-Y7TQ-HG3W	\$138.96	8/21/2025	EFT
AMAZON	8/1/2025	14X7-44VM-7PM6	\$39.64	8/21/2025	EFT
AMAZON	8/8/2025	19TV-V3K1-7L4K	\$2,378.27	8/21/2025	EFT
AMAZON	8/8/2025	1JRY-Q441-73FD	\$25.05	8/21/2025	EFT
AMAZON	8/1/2025	1M7X-P1FK-6GJ4	\$25.05	8/21/2025	EFT

AMAZON	8/1/2025	1M7X-P1FK-9FCG	\$1,247.48	8/21/2025	EFT
AMAZON	8/1/2025	1MFG-9PH9-6FWW	\$79.03	8/21/2025	EFT
AMAZON	8/8/2025	1MH9-LWKL-6M7N	\$13.04	8/21/2025	EFT
AMAZON	7/25/2025	1PRR-NWTW-GQ4R	\$539.34	8/21/2025	EFT
AMAZON	8/14/2025	1QGQ-JJM9-4DTY	-\$139.25	8/21/2025	EFT
AMAZON	8/1/2025	1V7K-FRJM-96QH	\$82.34	8/21/2025	EFT
AUTOZONE	8/4/2025	02858401038	\$65.11	8/21/2025	EFT
AUTOZONE	8/4/2025	02858401063	\$740.27	8/21/2025	EFT
AUTOZONE	8/5/2025	02858402465	\$55.52	8/21/2025	EFT
AUTOZONE	8/5/2025	02858402608	\$128.38	8/21/2025	EFT
AUTOZONE	8/5/2025	02858402660	\$12.94	8/21/2025	EFT
AUTOZONE	8/6/2025	02858403821	\$180.11	8/21/2025	EFT
AUTOZONE	8/6/2025	02858404727	\$392.39	8/21/2025	EFT
AUTOZONE	8/8/2025	02858407271	\$65.11	8/21/2025	EFT
AUTOZONE	8/11/2025	02858411779	\$371.95	8/21/2025	EFT
AUTOZONE	8/12/2025	02858414031	\$265.01	8/21/2025	EFT
AUTOZONE	8/8/2025	05685014027	\$20.20	8/21/2025	EFT
AUTOZONE	8/8/2025	06217940111	\$20.20	8/21/2025	EFT
A-Z BUS SALES INC	6/19/2025	INVSAC35050	\$1,022.09	8/21/2025	EFT
A-Z BUS SALES INC	7/24/2025	INVSAC36053	\$71.43	8/21/2025	EFT
A-Z BUS SALES INC	7/25/2025	INVSAC36103	\$407.52	8/21/2025	EFT
A-Z BUS SALES INC	8/4/2025	INVSAC36491	\$126.52	8/21/2025	EFT
BIG VALLEY FORD INC.	8/6/2025	640181FOW	\$56.83	8/21/2025	EFT
BIG VALLEY FORD INC.	8/12/2025	640391FOW	\$4.80	8/21/2025	EFT
CALIFORNIA STATE DISBURSEMENT UNIT	8/21/2025	15 INVOICE	\$2,575.97	8/21/2025	150582
CALIFORNIA WELDING SUPPLY CO	7/31/2025	203387	\$124.00	8/21/2025	EFT
CDW GOVERNMENT INC	7/26/2025	AF2D16S	\$17,533.00	8/21/2025	EFT
CDW GOVERNMENT INC	8/5/2025	AF3WS1C	\$3,110.13	8/21/2025	EFT
CHASE CHEVROLET	8/8/2025	47038	\$38.50	8/21/2025	EFT
CHASE CHEVROLET	8/5/2025	47655	\$1,433.32	8/21/2025	EFT
CHASE CHEVROLET	8/6/2025	47735	\$55.33	8/21/2025	EFT
CHASE CHEVROLET	8/7/2025	47937	\$4,345.02	8/21/2025	EFT
CHASE CHEVROLET	8/8/2025	47982	\$42.13	8/21/2025	EFT
CHASE CHEVROLET	8/9/2025	48014	\$86.23	8/21/2025	EFT
CHASE CHEVROLET	8/12/2025	48063	\$386.36	8/21/2025	EFT
CONCERN EMPLOYEE ASSISTANCE PROGRAM	10/17/2037	CN2602120	\$960.00	8/21/2025	EFT
COURT-ORDERED DEBT COLLECTION	8/21/2025	CD-9273-11304A22 AND JK-193-2836	\$203.70	8/21/2025	150583
CREATIVE BUS SALES INC.	8/1/2025	XA116004484:01	\$205.77	8/21/2025	EFT
CREATIVE BUS SALES INC.	8/4/2025	XA128030555:01	\$487.25	8/21/2025	EFT
CREATIVE BUS SALES INC.	8/5/2025	XA128030715:01	\$129.70	8/21/2025	EFT
CREATIVE BUS SALES INC.	8/6/2025	XA128030715:02	\$101.37	8/21/2025	EFT
DAVEY COACH	8/4/2025	05P51499	\$101.50	8/21/2025	EFT
DUNCAN PRESS	8/7/2025	39171	\$2,468.85	8/21/2025	EFT
EAGLE AUTOMOTIVE EQUIPMENT	8/5/2025	7245	\$663.60	8/21/2025	EFT
EDM / ELECTRONIC DATA MAGNETICS	7/29/2025	CI-EDM2507-0026	\$4,970.40	8/21/2025	EFT
ELITE SUPPLY SOURCE	8/21/2025	139144	\$181.88	8/21/2025	2314
EMPLOYMENT DEVELOPMENT DEPARTMENT	8/21/2025	840473088AUG2225	\$400.39	8/21/2025	150584
FAST UNDERCAR STOCKTON	8/6/2025	16TU0558	\$2,187.83	8/21/2025	EFT
FILTERBUY	8/12/2025	88C1BA2A-0009	\$103.59	8/21/2025	EFT
FRANCHISE TAX BOARD	8/21/2025	213-01560-17AUG22 AND 31181996	\$607.50	8/21/2025	150585
GABRIEL QUINTERO	8/21/2025	REIMB8825UNIFO	\$138.42	8/21/2025	150579
GILLIG LLC	7/31/2025	41335958	\$534.06	8/21/2025	EFT
GILLIG LLC	8/1/2025	41336389	\$388.28	8/21/2025	EFT
GILLIG LLC	8/5/2025	41337584	\$1,356.44	8/21/2025	EFT
GILLIG LLC	8/5/2025	41337585	\$264.36	8/21/2025	EFT
GILLIG LLC	8/5/2025	41337586	\$81.39	8/21/2025	EFT
GILLIG LLC	8/6/2025	41338060	\$529.52	8/21/2025	EFT
GILLIG LLC	8/6/2025	41338294	\$67.72	8/21/2025	EFT
GILLIG LLC	8/6/2025	41338295	\$97.40	8/21/2025	EFT
GILLIG LLC	8/6/2025	41338296	\$97.40	8/21/2025	EFT
GILLIG LLC	8/6/2025	41338297	\$135.41	8/21/2025	EFT
GILLIG LLC	8/8/2025	41339047	\$1,268.65	8/21/2025	EFT
GILLIG LLC	8/12/2025	41340010	\$523.05	8/21/2025	EFT
GRAINGER	7/30/2025	9589795914	\$106.17	8/21/2025	EFT
GRAINGER	8/12/2025	9604969429	\$306.89	8/21/2025	EFT
GREAT WEST TRUST COMPANY LLC	8/21/2025	743880-01AUG2225	\$4,184.37	8/21/2025	EFT
HD / HARBOR DIESEL & EQUIPMENT	8/4/2025	P316640	\$370.95	8/21/2025	EFT
HD / HARBOR DIESEL & EQUIPMENT	8/8/2025	P316883	\$414.91	8/21/2025	EFT
HOGAN MFG INC.	7/28/2025	173883	\$797.72	8/21/2025	EFT
HOGAN MFG INC.	8/1/2025	174075	\$797.82	8/21/2025	EFT
INTERSTATE TRUCK CENTER LLC	8/6/2025	01P591624	\$143.62	8/21/2025	EFT
JOHN HODSON	8/21/2025	APTA8325MEETING	\$57.48	8/21/2025	EFT

LARRY BOTTLEY	8/21/2025	TWC8325MEETING	\$229.97	8/21/2025	EFT
MARIADILENE GUITERREZ	8/21/2025	SHRM62925MEETING	\$1,165.38	8/21/2025	150577
MIGUEL ZEPEDA VILLANUEVA	8/21/2025	REIMB81425UNIFO	\$30.47	8/21/2025	EFT
MISSION LINEN SUPPLY	7/31/2025	524304965	\$910.76	8/21/2025	EFT
MISSION LINEN SUPPLY	8/13/2025	524393645	\$54.43	8/21/2025	EFT
MISSION LINEN SUPPLY	8/13/2025	524393646	\$658.06	8/21/2025	EFT
MISSION LINEN SUPPLY	8/13/2025	CM524405826	-\$910.76	8/21/2025	EFT
MOHAWK MFG. & SUPPLY CO.	7/31/2025	U131735 AND U132042	\$1,406.82	8/21/2025	2315
MOUSER ELECTRONICS	8/12/2025	85915136	\$25.60	8/21/2025	2316
MUHAMMAD KHAN	8/21/2025	REIMB81425UNIFO	\$155.63	8/21/2025	EFT
MUNCIE RECLAMATION SUPPLY / ABC COMPANY	7/31/2025	3874827	\$825.02	8/21/2025	EFT
MUNCIE RECLAMATION SUPPLY / ABC COMPANY	8/7/2025	3878280	\$679.68	8/21/2025	EFT
NAVIA BENEFITS SOLUTIONS	8/21/2025	AUG222025 DEPCAR	\$354.18	8/21/2025	EFT
NAVIA BENEFITS SOLUTIONS	8/21/2025	AUG222025 FSA	\$2,366.63	8/21/2025	EFT
NFI PARTS	8/11/2025	83902754	\$1,263.00	8/21/2025	EFT
O'REILLY AUTO PARTS	8/4/2025	2567-252311, 253889, 254998, AND	\$358.35	8/21/2025	2317
PG&E / PACIFIC GAS AND ELECTRIC	8/21/2025	7782121081JUL25	\$97,706.10	8/21/2025	EFT
PINNACLE PETROLEUM INC	8/1/2025	0380408	\$23,791.28	8/21/2025	EFT
PINNACLE PETROLEUM INC	8/10/2025	0381495	\$28,277.22	8/21/2025	EFT
PREVOST CAR	7/31/2025	902828943	\$275.53	8/21/2025	EFT
PREVOST CAR	7/31/2025	902828944	\$30.06	8/21/2025	EFT
PREVOST CAR	8/4/2025	902830897	\$232.13	8/21/2025	EFT
PREVOST CAR	8/4/2025	902831278	\$2,637.97	8/21/2025	EFT
PREVOST CAR	8/5/2025	902831984	\$340.74	8/21/2025	EFT
PREVOST CAR	8/7/2025	902833922	\$208.85	8/21/2025	EFT
PREVOST CAR	8/8/2025	902834871	\$74.81	8/21/2025	EFT
PREVOST CAR	8/12/2025	902837081	\$224.32	8/21/2025	EFT
PREVOST CAR	8/12/2025	902837082	\$242.40	8/21/2025	EFT
PRISM WRAPS	8/14/2025	000271	\$755.50	8/21/2025	EFT
PRISM WRAPS	8/14/2025	000272	\$483.75	8/21/2025	EFT
PRISM WRAPS	8/14/2025	000273	\$614.25	8/21/2025	EFT
PRISM WRAPS	8/14/2025	000274	\$652.25	8/21/2025	EFT
PRISM WRAPS	8/14/2025	000275	\$967.50	8/21/2025	EFT
PRISM WRAPS	8/14/2025	000276	\$212.00	8/21/2025	EFT
PRISM WRAPS	8/14/2025	000277	\$396.75	8/21/2025	EFT
PRISM WRAPS	8/14/2025	000278	\$549.00	8/21/2025	EFT
PRISM WRAPS	8/14/2025	000279	\$549.00	8/21/2025	EFT
PROCLEAN SUPPLY/MODESTO JANITORIAL	8/1/2025	607416	\$298.53	8/21/2025	EFT
PROCLEAN SUPPLY/MODESTO JANITORIAL	8/1/2025	607426	\$588.43	8/21/2025	EFT
PROCLEAN SUPPLY/MODESTO JANITORIAL	8/5/2025	607528	\$32.96	8/21/2025	EFT
PROCLEAN SUPPLY/MODESTO JANITORIAL	8/8/2025	607687	\$553.20	8/21/2025	EFT
PROCLEAN SUPPLY/MODESTO JANITORIAL	8/12/2025	607758	\$568.45	8/21/2025	EFT
ROBERT ROTH	8/21/2025	REIMB81425UNIFO	\$110.95	8/21/2025	150580
RYDETRANS INCORPORATED	8/13/2025	RTD072025	\$251,165.02	8/21/2025	EFT
SAMANTHA JADE PROVIDENCE	8/21/2025	SHRM62725MEETING	\$84.91	8/21/2025	150578
SAMUEL BERRI	8/8/2025	20830	\$437.50	8/21/2025	EFT
SAN JOAQUIN COUNTY SHERIFF'S OFFICE	8/21/2025	STKCVLBC20130002	\$100.00	8/21/2025	150586
SANDEEP BAJWA	8/21/2025	REIMB81425UNIFO	\$70.75	8/21/2025	EFT
STOCKTON PROGRESSIVE GLASS	8/7/2025	17079	\$697.64	8/21/2025	EFT
TEC EQUIPMENT, INC.	8/5/2025	976207DX1	\$742.74	8/21/2025	EFT
TEC EQUIPMENT, INC.	8/7/2025	976383D	\$314.65	8/21/2025	EFT
TEC EQUIPMENT, INC.	8/7/2025	976417D	\$41.04	8/21/2025	EFT
TEC EQUIPMENT, INC.	8/7/2025	976417DX1	\$742.74	8/21/2025	EFT
TEC EQUIPMENT, INC.	8/8/2025	976495D	\$156.09	8/21/2025	EFT
TEC EQUIPMENT, INC.	8/12/2025	976529D	\$314.65	8/21/2025	EFT
TONY'S LANDSCAPING & MAINTENAN	8/8/2025	16634	\$2,400.00	8/21/2025	EFT
U.S. DEPARTMENT OF THE TREASURY	8/21/2025	WG2615239AUG2225	\$403.33	8/21/2025	150587
ULINE	8/7/2025	196364982	\$124.15	8/21/2025	2318
US BANK	8/21/2025	RETCONT082225A	\$14,590.02	8/21/2025	EFT
US BANK	8/21/2025	RETCONT082225B	\$63,270.59	8/21/2025	EFT
US BANK	8/21/2025	RETCONT082225C	\$1,837.19	8/21/2025	EFT
US BANK	8/21/2025	RETCONT082225D	\$19,542.59	8/21/2025	EFT
US BANK	8/21/2025	RETCONT082225E	\$10,442.09	8/21/2025	EFT
US BANK	8/21/2025	RETCONT082225F	\$10,722.03	8/21/2025	EFT
US BANK	8/21/2025	RETCONT082225G	\$43,051.98	8/21/2025	EFT
US BANK	8/21/2025	RETCONT082225H	\$1,350.12	8/21/2025	EFT
US BANK	8/21/2025	RETCONT082225I	\$13,185.64	8/21/2025	EFT
US BANK	8/21/2025	RETCONT082225J	\$7,045.41	8/21/2025	EFT
VAN DE POL	8/4/2025	1047582-IN	\$25,468.98	8/21/2025	EFT
VAN DE POL	8/5/2025	1047583-IN	\$25,459.32	8/21/2025	EFT
VAN DE POL	8/6/2025	1047584-IN	\$24,794.16	8/21/2025	EFT
VAN DE POL	8/12/2025	1050945-IN	\$2,919.02	8/21/2025	EFT

VAN DE POL	8/12/2025	1050949-IN	\$1,568.29	8/21/2025	EFT
VEHICLE REGISTRATION COLLECTIONS	8/21/2025	7W8845820221AU22	\$94.48	8/21/2025	150588
VENTEK INTERNATIONAL / CARACAL ENTERPRISES LLC	8/7/2025	150470	\$2,400.67	8/21/2025	EFT
VENTEK INTERNATIONAL / CARACAL ENTERPRISES LLC	8/7/2025	150715	\$150.00	8/21/2025	EFT
VENTEK INTERNATIONAL / CARACAL ENTERPRISES LLC	8/7/2025	150738	\$228.71	8/21/2025	EFT
VENTEK INTERNATIONAL / CARACAL ENTERPRISES LLC	8/6/2025	150742	\$559.82	8/21/2025	EFT
VY VY	8/21/2025	REIMB81425UNIFO	\$172.62	8/21/2025	EFT
W.W.WILLIAMS	7/31/2025	02W24754	\$4,928.44	8/21/2025	EFT
WARDEN'S / THE WARDEN'S OFFICE INC	8/7/2025	211322-00	\$289.80	8/21/2025	EFT
ALIHANDRA SONYA CURD	8/28/2025	REIMB81425UNIFO	\$6.53	8/28/2025	EFT
AMAZON	8/15/2025	179P-NC7H-GY1R	\$490.50	8/28/2025	EFT
AMAZON	8/15/2025	179P-NC7H-GYML	\$445.90	8/28/2025	EFT
AMAZON	8/15/2025	1CJJ-3TH3-GQGH	\$834.75	8/28/2025	EFT
AMAZON	8/15/2025	1PQL-T49C-HP97	\$1,578.54	8/28/2025	EFT
AMAZON	8/15/2025	1YFD-FGVH-HD1T	\$544.99	8/28/2025	EFT
ARS / AMERICAN REFRIGERATION SUPPLIES	8/15/2025	31221602	\$1,096.70	8/28/2025	EFT
AUTOZONE	8/15/2025	02858418619	\$98.19	8/28/2025	EFT
AUTOZONE	8/15/2025	02858418623	\$65.11	8/28/2025	EFT
AUTOZONE	8/18/2025	02858423871	\$309.97	8/28/2025	EFT
AUTOZONE	8/19/2025	02858425400	\$312.34	8/28/2025	EFT
AUTOZONE	8/20/2025	02858427298	\$33.68	8/28/2025	EFT
AUTOZONE	8/20/2025	02858427301	\$24.68	8/28/2025	EFT
AUTOZONE	8/25/2025	02858435030	\$61.89	8/28/2025	EFT
AV8 TECHNOLOGIES	8/14/2025	SINV-00565	\$3,624.00	8/28/2025	2319
A-Z BUS SALES INC	8/8/2025	INVSAC36668	\$424.36	8/28/2025	EFT
A-Z BUS SALES INC	8/15/2025	INVSAC36828	\$1,029.64	8/28/2025	EFT
A-Z BUS SALES INC	8/18/2025	INVSAC36892	\$48.80	8/28/2025	EFT
A-Z BUS SALES INC	8/22/2025	INVSAC37130	\$69.52	8/28/2025	EFT
BECS PACIFIC LTD	8/13/2025	01 072657	\$129.93	8/28/2025	2320
BIG VALLEY FORD INC.	8/13/2025	640444FOW	\$45.91	8/28/2025	EFT
BIG VALLEY FORD INC.	8/13/2025	640494FOW	\$65.96	8/28/2025	EFT
BIG VALLEY FORD INC.	8/13/2025	640515FOW	\$92.69	8/28/2025	EFT
BIG VALLEY FORD INC.	8/19/2025	640762FOW	\$146.88	8/28/2025	EFT
BIG VALLEY FORD INC.	8/19/2025	640807FOW	\$128.41	8/28/2025	EFT
BIG VALLEY FORD INC.	8/25/2025	641028FOW	\$145.08	8/28/2025	EFT
BIG VALLEY FORD INC.	8/15/2025	FTCS101022	\$410.00	8/28/2025	EFT
BRANNON TIRE	8/21/2025	20413003	\$23.95	8/28/2025	EFT
BRANNON TIRE	8/21/2025	20413071	\$23.95	8/28/2025	EFT
CALIFORNIA PUBLIC EMPLOYEE RETIREMENT SYSTEM	8/28/2025	1984844037SEP25	\$414,526.23	8/28/2025	EFT
CALIFORNIA WATER SERVICES	8/28/2025	3472131955JUL25	\$1,885.51	8/28/2025	EFT
CALSTART INC	8/17/2025	0114563	\$546.98	8/28/2025	EFT
CALSTART INC	8/17/2025	0114564	\$4,471.88	8/28/2025	EFT
CAMFIL USA INC.	8/15/2025	30575986	\$1,099.73	8/28/2025	EFT
CARL WARREN & COMPANY LLC	8/28/2025	CWC-2057052	\$5,000.00	8/28/2025	EFT
CASTLE BRANCH INC.	8/20/2025	1012927-IN	\$264.80	8/28/2025	EFT
CDW GOVERNMENT INC	8/13/2025	AF4X82H	\$3,965.62	8/28/2025	EFT
CEN-CAL FIRE ALARM & SECURITY	8/15/2025	15896	\$690.00	8/28/2025	EFT
CHASE CHEVROLET	8/13/2025	48210	\$52.10	8/28/2025	EFT
CHASE CHEVROLET	8/20/2025	48352	\$497.69	8/28/2025	EFT
CHASE CHEVROLET	8/15/2025	48369	\$71.26	8/28/2025	EFT
CHASE CHEVROLET	8/20/2025	48406	\$278.11	8/28/2025	EFT
CHASE CHEVROLET	8/20/2025	48456	\$2,006.53	8/28/2025	EFT
CHASE CHEVROLET	8/20/2025	48489	\$33.45	8/28/2025	EFT
CHASE CHEVROLET	8/22/2025	48761	\$719.89	8/28/2025	EFT
CHASE CHEVROLET	8/22/2025	48764	\$511.34	8/28/2025	EFT
CLUTCH & BRAKE XCHANGE INC.	8/13/2025	987848	\$716.06	8/28/2025	EFT
CREATIVE BUS SALES INC.	8/18/2025	XA128030702:01	\$163.78	8/28/2025	EFT
CREATIVE BUS SALES INC.	8/18/2025	XA128030795:01	\$160.81	8/28/2025	EFT
DAVEY COACH	8/13/2025	05P51514	\$57.04	8/28/2025	EFT
DAVEY COACH	8/18/2025	05P51523	\$646.82	8/28/2025	EFT
DAVEY COACH	8/18/2025	05P51527	\$141.02	8/28/2025	EFT
DAVEY COACH	8/18/2025	05P51528	\$64.30	8/28/2025	EFT
DAVEY COACH	8/18/2025	05P51529	\$329.00	8/28/2025	EFT
DEAN TU	8/28/2025	REIMB81025UNIFO	\$71.71	8/28/2025	EFT
DELTA DENTAL OF CALIFORNIA	8/28/2025	B006696894	\$28,437.26	8/28/2025	EFT
DUNCAN PRESS	8/14/2025	39188	\$970.10	8/28/2025	EFT
EMERY'S CUSTOM UPHOLSTERY	8/20/2025	INV3966	\$465.00	8/28/2025	EFT
ERIKA HERNANDEZ-CARACHEO	8/28/2025	REIMB81125UNIFO	\$81.68	8/28/2025	EFT
EVOLVE IP / EIP HOLDCO INC	8/28/2025	332010	\$7,233.88	8/28/2025	EFT
FAST UNDERCAR STOCKTON	8/13/2025	16TV1822	\$619.18	8/28/2025	EFT
FAST UNDERCAR STOCKTON	8/22/2025	16TW8822	\$249.20	8/28/2025	EFT
FASTENAL COMPANY	8/19/2025	CAST2103826	\$2,192.34	8/28/2025	EFT

FASTENAL COMPANY	8/19/2025	CAST2104138	\$346.95	8/28/2025	EFT
FASTENAL COMPANY	8/20/2025	CAST2104249	\$137.00	8/28/2025	EFT
FASTENAL COMPANY	8/20/2025	CAST2104252	\$1,602.71	8/28/2025	EFT
FASTENAL COMPANY	8/22/2025	CAST2104262	\$189.51	8/28/2025	EFT
FASTENAL COMPANY	8/22/2025	CAST2104327	\$390.39	8/28/2025	EFT
FLEETMASTER	8/15/2025	181051	\$35.35	8/28/2025	EFT
FRANCISCO ORTIGOZA	8/28/2025	REIMB82025TOOLS	\$263.72	8/28/2025	EFT
GILLIG LLC	8/1/2025	41336390	\$553.72	8/28/2025	EFT
GILLIG LLC	8/13/2025	41340557	\$46.47	8/28/2025	EFT
GILLIG LLC	8/13/2025	41340558.00	\$144.66	8/28/2025	EFT
GILLIG LLC	8/13/2025	41340559	\$478.67	8/28/2025	EFT
GILLIG LLC	8/14/2025	41341094	\$78.26	8/28/2025	EFT
GILLIG LLC	8/14/2025	41341095	\$351.20	8/28/2025	EFT
GILLIG LLC	8/15/2025	41341610	\$2,698.92	8/28/2025	EFT
GILLIG LLC	8/15/2025	41341611	\$2,415.95	8/28/2025	EFT
GILLIG LLC	8/19/2025	41342558	\$1,217.92	8/28/2025	EFT
GILLIG LLC	8/20/2025	41343155	\$1,161.59	8/28/2025	EFT
GILLIG LLC	8/20/2025	41343156	\$26.10	8/28/2025	EFT
GILLIG LLC	8/20/2025	41343157	\$710.70	8/28/2025	EFT
GILLIG LLC	8/20/2025	41343158	\$382.97	8/28/2025	EFT
GILLIG LLC	8/21/2025	41343652	\$1,429.30	8/28/2025	EFT
GILLIG LLC	8/22/2025	41344192	\$15.27	8/28/2025	EFT
GRAINGER	8/18/2025	9612106543	\$457.40	8/28/2025	EFT
HANSON BRIDGETT, LLP	8/14/2025	1532670-1532678	\$52,791.40	8/28/2025	EFT
INDOFF LLC	8/11/2025	3813840	\$1,182.79	8/28/2025	EFT
JACOB PIMENTEL	8/28/2025	REIMB81825PHONE	\$149.00	8/28/2025	EFT
JACOB PIMENTEL	8/28/2025	REIMB81925TOOLS	\$15.80	8/28/2025	EFT
JOSE GARCIA JASSO	8/28/2025	REIMB81825BOOS	\$200.00	8/28/2025	EFT
JOSE GONZALEZ	8/28/2025	REIMB81825UNIFO	\$176.58	8/28/2025	150590
KEENAN & ASSOCIATES	8/28/2025	327842	\$705.07	8/28/2025	EFT
KINGS ROOFING	8/18/2025	50986	\$15,050.00	8/28/2025	2321
LAURA ORTIZ	8/28/2025	REIMB81525TUITIO	\$198.01	8/28/2025	EFT
MARK-EASE PRODUCTS, INC	7/7/2025	50406	\$468.70	8/28/2025	EFT
MERAB TALAMANTES	8/28/2025	APTA72225MEETING	\$211.83	8/28/2025	EFT
MINNESOTA LIFE	9/1/2025	29652561-00	\$5,363.37	8/28/2025	EFT
MISSION LINEN SUPPLY	8/20/2025	524420232	\$215.28	8/28/2025	EFT
MISSION LINEN SUPPLY	8/20/2025	524438755	\$54.43	8/28/2025	EFT
MISSION LINEN SUPPLY	8/20/2025	524438756	\$637.51	8/28/2025	EFT
MOBILEVIEW / SEON DESIGN USA CORP	8/12/2025	207266	\$1,640.92	8/28/2025	EFT
MOBILEVIEW / SEON DESIGN USA CORP	8/19/2025	207516	\$1,437.84	8/28/2025	EFT
MTM / MEDICAL TRANSPORTATION MANAGEMENT	8/10/2025	100037297	\$42,890.25	8/28/2025	EFT
MTM / MEDICAL TRANSPORTATION MANAGEMENT	8/29/2025	100037684	\$10,333.33	8/28/2025	EFT
MUNCIE RECLAMATION SUPPLY / ABC COMPANY	8/14/2025	3881774	\$226.18	8/28/2025	EFT
MUNCIE RECLAMATION SUPPLY / ABC COMPANY	8/14/2025	3881923	\$382.59	8/28/2025	EFT
MUNCIE RECLAMATION SUPPLY / ABC COMPANY	8/14/2025	3882009	\$341.34	8/28/2025	EFT
MUTUAL OF OMAHA	8/28/2025	001934488935	\$693.21	8/28/2025	EFT
NFI PARTS	8/18/2025	83912463	\$1,109.08	8/28/2025	EFT
NFI PARTS	8/19/2025	83913254	\$648.91	8/28/2025	EFT
NFI PARTS	8/20/2025	83918848	\$252.38	8/28/2025	EFT
NFI PARTS	8/21/2025	83920468	\$612.54	8/28/2025	EFT
O'REILLY AUTO PARTS	8/25/2025	2567-260557	\$464.66	8/28/2025	2322
PACIFIC SHREDDING/STORAGE CO	8/14/2025	5273951	\$247.52	8/28/2025	EFT
PENNINO MANAGEMENT GROUP	8/8/2025	13444	\$2,037.75	8/28/2025	EFT
PINNACLE PETROLEUM INC	8/20/2025	4480	\$467.55	8/28/2025	EFT
PINNACLE PETROLEUM INC	8/18/2025	382146	\$21,137.83	8/28/2025	EFT
PLATINUM SECURITY	8/1/2025	62742	\$111,073.33	8/28/2025	EFT
PREVOST CAR	8/12/2025	902837083	\$116.06	8/28/2025	EFT
PREVOST CAR	8/19/2025	902842718	\$2,890.08	8/28/2025	EFT
PREVOST CAR	8/22/2025	902846266	\$50.69	8/28/2025	EFT
PROCLEAN SUPPLY/MODESTO JANITORIAL	8/15/2025	607909	\$17.65	8/28/2025	EFT
PROCLEAN SUPPLY/MODESTO JANITORIAL	8/15/2025	607914	\$1,071.44	8/28/2025	EFT
PROCLEAN SUPPLY/MODESTO JANITORIAL	8/15/2025	607930	\$163.23	8/28/2025	EFT
RUEL FERNANDEZ	8/28/2025	REIMB81125UNIFO	\$225.62	8/28/2025	150589
SAFETY-KLEEN SYSTEMS INC	8/15/2025	97969402	\$1,642.50	8/28/2025	EFT
SAFETY-KLEEN SYSTEMS INC	8/15/2025	97969404	\$244.15	8/28/2025	EFT
SAMUEL BERRI	8/20/2025	16089H	\$600.00	8/28/2025	EFT
SAMUEL BERRI	8/20/2025	16118H	\$600.00	8/28/2025	EFT
SAMUEL BERRI	8/20/2025	16121H	\$600.00	8/28/2025	EFT
SAMUEL BERRI	8/20/2025	16124H	\$600.00	8/28/2025	EFT
SAMUEL BERRI	8/20/2025	16184H	\$405.00	8/28/2025	EFT
SAMUEL BERRI	8/20/2025	16204H	\$600.00	8/28/2025	EFT
SAMUEL BERRI	8/20/2025	16288H	\$600.00	8/28/2025	EFT

SAMUEL BERRI	8/20/2025	16305H	\$600.00	8/28/2025	EFT
SAMUEL BERRI	8/20/2025	16312H	\$600.00	8/28/2025	EFT
SAMUEL BERRI	8/20/2025	16407H	\$600.00	8/28/2025	EFT
SAMUEL BERRI	8/20/2025	16436H	\$600.00	8/28/2025	EFT
SAMUEL BERRI	8/20/2025	16439H	\$600.00	8/28/2025	EFT
SAMUEL BERRI	8/20/2025	16447H	\$600.00	8/28/2025	EFT
SAMUEL BERRI	8/20/2025	16449H	\$600.00	8/28/2025	EFT
SAMUEL BERRI	8/20/2025	16461H	\$600.00	8/28/2025	EFT
SAMUEL BERRI	8/20/2025	16465H	\$600.00	8/28/2025	EFT
SAMUEL BERRI	8/20/2025	16470H	\$600.00	8/28/2025	EFT
SAMUEL BERRI	8/20/2025	16513H	\$600.00	8/28/2025	EFT
SAMUEL BERRI	8/20/2025	16517H	\$600.00	8/28/2025	EFT
SAMUEL BERRI	8/20/2025	16526H	\$600.00	8/28/2025	EFT
SAMUEL BERRI	8/20/2025	16549H	\$600.00	8/28/2025	EFT
SAMUEL BERRI	8/20/2025	16550H	\$600.00	8/28/2025	EFT
SAMUEL BERRI	8/20/2025	16591H	\$600.00	8/28/2025	EFT
SAMUEL BERRI	8/20/2025	16594H	\$600.00	8/28/2025	EFT
SAMUEL BERRI	8/20/2025	16601H	\$600.00	8/28/2025	EFT
SAMUEL BERRI	8/20/2025	16602H	\$600.00	8/28/2025	EFT
SAMUEL BERRI	8/20/2025	16605H	\$600.00	8/28/2025	EFT
SAMUEL BERRI	8/20/2025	16610H	\$600.00	8/28/2025	EFT
SAMUEL BERRI	8/20/2025	16618H	\$600.00	8/28/2025	EFT
SAMUEL BERRI	8/20/2025	16622H	\$600.00	8/28/2025	EFT
SIRIUS COMPUTER SOLUTIONS	8/28/2025	25080038	\$6,876.50	8/28/2025	EFT
SPECIALTY FIELD SERVICE INC	3/20/2024	2771	\$22,862.40	8/28/2025	EFT
STEPHANIE LA FEVER	8/28/2025	REIMB82525UNIFO	\$171.03	8/28/2025	EFT
STOCKTON PROGRESSIVE GLASS	8/18/2025	17105	\$692.31	8/28/2025	EFT
TEC EQUIPMENT, INC.	8/13/2025	976623D	\$113.98	8/28/2025	EFT
TEC EQUIPMENT, INC.	8/19/2025	976756D	\$87.65	8/28/2025	EFT
TEC EQUIPMENT, INC.	8/21/2025	976756DX1	\$343.67	8/28/2025	EFT
TEC EQUIPMENT, INC.	8/18/2025	976779D	\$554.07	8/28/2025	EFT
TEC EQUIPMENT, INC.	8/22/2025	976840D	\$542.75	8/28/2025	EFT
TEC EQUIPMENT, INC.	8/22/2025	976947D	\$1,363.12	8/28/2025	EFT
TEC EQUIPMENT, INC.	8/22/2025	976976D	\$193.01	8/28/2025	EFT
THE ASSOCIATION OF ACCOUNTANTS	8/28/2025	1014575496	\$325.00	8/28/2025	150591
TIANYA GREENMYER AND ANGUIANO LAW	8/27/2025	STK-CV-2023-0006525	\$12,657.00	8/28/2025	2323
UBEO	8/21/2025	4989777	\$1,396.14	8/28/2025	EFT
UBEO	8/22/2025	4991519	\$2,565.61	8/28/2025	EFT
VENTEK INTERNATIONAL / CARACAL ENTERPRISES LLC	8/14/2025	150829	\$174.64	8/28/2025	EFT
VENTEK INTERNATIONAL / CARACAL ENTERPRISES LLC	8/14/2025	150830	\$150.00	8/28/2025	EFT
VSP VISION SERVICE PLAN / CA	8/28/2025	823480041SEP25	\$4,162.94	8/28/2025	EFT
W.W.WILLAMS	8/5/2025	023P31198	\$988.91	8/28/2025	EFT
W.W.WILLAMS	8/13/2025	023P31259	\$17,812.20	8/28/2025	EFT
W.W.WILLAMS	8/15/2025	023P31295	\$1,034.22	8/28/2025	EFT
W.W.WILLAMS	8/20/2025	023P31335	\$1,018.91	8/28/2025	EFT
TOTAL EFT/CHECKS			\$2,504,539.82		
P-Card Payments			\$28,404.63		
Total August Vendor Payments			\$2,532,944.45		

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LEAD STAFF: MERAB TALAMANTES, DIRECTOR OF ADMINISTRATION

I. RECOMMENDED ACTION:

Approving the proposed Citizens Advisory Committee (CAC) Bylaws.

II. SUMMARY

- Requests Board consideration of adoption of the San Joaquin Regional Transit District (RTD) CAC Bylaws.
- The proposed bylaws establish a framework for the CAC as a standing advisory body to the RTD Board.
- Supports RTD's strategic goals of increasing rider engagement, strengthening community input, and enhancing transparency.
- Provides a framework for diverse riders including individuals with disabilities, students, commuters, paratransit riders, and small business stakeholders.
- Defines membership composition, terms, duties, officer structure, and meeting procedures.
- Adoption of the Bylaws will allow staff to begin recruiting members and create the committee.

III. DISCUSSION/BACKGROUND

Engaging riders and community members is essential to the success of RTD's services. The CAC is intended to provide a formal forum for riders to share feedback, identify service needs, and offer recommendations directly to the RTD Board and Chief Executive Officer.

Bylaws Development

The proposed CAC Bylaws outline the following key elements:

- Membership: 5–7 members, appointed by the RTD Board, representing San Joaquin County residents who are regular RTD riders. Membership should reflect county diversity and include riders with disabilities, students, commuters, paratransit users, and small business representatives.
- Terms: Four-year staggered terms. Members serve without compensation but receive a day pass for each meeting attended.
- Meetings: Monthly meetings on the second Wednesday, with public participation. Meeting frequency may change to quarterly depending on future needs.
- Officers: Chair and Vice Chair elected annually.
- Reporting: Chair or Vice Chair to provide updates to the Board twice annually (June and November/December).

Next Steps

If the Board adopts the bylaws, staff will immediately begin soliciting applications and nominations to seat the initial CAC members. The goal is to have the CAC established and hold its first meeting before the end of calendar year 2025.

IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

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

Strategic Priorities:

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

V. CUSTOMER IMPACT

The creation of the Customer Advisory Committee (CAC) will give RTD customers a clear and consistent way to share their experiences, concerns, and ideas directly with agency leadership. By establishing a formal structure for rider participation, the CAC will ensure that feedback from diverse communities, including individuals with disabilities, students, commuters, paratransit users, and small business representatives—is heard and considered in decision-making. This process will strengthen the connection between RTD and its customers, provide transparency on how rider input influences service, and ultimately improve the overall quality, accessibility, and responsiveness of transit service.

VI. FINANCIAL CONSIDERATIONS/IMPACT

Minimal. CAC members are unpaid volunteers but will receive a free fixed-route day pass for each meeting attended. Staff support will be absorbed within the existing Administration Department operating budget.

VII. CHANGES FROM COMMITTEE

N/A

VIII. ALTERNATIVES CONSIDERED

No alternative, this action is needed to establish RTD's CAC. Without adoption of the proposed Bylaws the committee will not be established.

IX. ATTACHMENTS

Attachment A: Proposed Bylaws of the Citizens Advisory Committee

Prepared by: Merab Talamantes, Director of Administration

X. APPROVALS

Julie Sherman, General Counsel



Alex Clifford, CEO





Attachment A
Cover Page



**BYLAWS FOR THE SAN JOAQUIN REGIONAL TRANSIT DISTRICT
CITIZENS ADVOCACY COMMITTEE (CAC)**

Adopted September 19, 2025

DRAFT

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DRAFT

Article I – GENERAL PROVISIONS

§1.1 Purpose – Bylaws

These Bylaws shall govern the proceedings of the Citizens Advocacy Committee (CAC), an advisory committee established by the Board of Directors of the San Joaquin Regional Transit District (RTD).

§1.1.1 Purpose – Citizens Advocacy Committee (CAC)

The CAC members are appointed by, and may be removed at any time by, the RTD Board of Directors. The purpose of the CAC is to provide a rider forum where the RTD Board and Chief Executive Officer (CEO) may assign topics for discussion and receive recommendations from the CAC. CAC members should be frequent riders of RTD fixed-route, commuter, or paratransit services and should approach their review of topics from a broad, regional perspective.

§1.2 Construction of Bylaws

These Bylaws govern CAC operations, unless they conflict with RTD's Administrative Code, policies, or applicable law. Any amendments take effect once approved by the RTD Board of Directors

§1.2.1 Orderly Administration of CAC Meetings

The CAC shall follow Robert's Rules of Order or another parliamentary procedure guide adopted by the Chair, to keep discussions fair and orderly.

§1.3 Definitions

Chair: means the Chair of the CAC.

Vice Chair: means the Vice Chair of the CAC.

Staff: means staff members assigned to support the CAC by the RTD CEO.

Article II – DUTIES AND AUTHORITY

§2.1 Duties

It is the duty of the CAC to provide recommendations to the RTD Board of Directors on matters referred by the Board or CEO, and to perform additional duties as assigned by the Board. The CAC may also consider issues raised by members or the public regarding the quantity and quality of RTD services.

§2.2 Limitations on Authority

The CAC is advisory only. It cannot make binding decisions or direct RTD staff. With approval from the CEO and within budget, the CAC may create outreach materials to raise awareness of its activities.

a. Reports to the RTD Board of Directors

All CAC communications to the Board go through the CEO and are placed on

the Board agenda under "Communications from the CAC." The Chair or Vice Chair provides oral reports to the Board twice a year, in June and December. With CAC member majority support, the CAC may request agenda items be placed before the Board through the CEO.

Article III – MEMBERSHIP

§3.1 Membership

- a. Appointment to the CAC: The CAC shall be composed of no more than seven (7) and no less than five (5) members appointed by the RTD Board of Directors. Members serve four-year terms and may be removed at any time, for any reason, by the RTD Board.
- b. Qualifications: Members shall be residents of San Joaquin County and be regular RTD riders. The RTD Board will aim to appoint a membership reflecting the geographic, ethnic, and demographic diversity of San Joaquin County. Representation can include people with disabilities, students, commuters, paratransit riders, and small business representatives.
- c. Resignation: Members planning to resign are asked to provide written notice to the CEO at least 45 days in advance, when possible, to ensure continuity of CAC work.

No elected official, RTD Board member, or RTD employee may be appointed to the CAC. Employees of agencies contracting with RTD are also ineligible.

§3.2 Terms

Members serve four-year terms, expiring December 31. Terms shall be staggered to ensure continuity. Vacancies are filled by appointment for the remainder of the vacated term.

§3.3 Attendance

Members who miss two consecutive meetings without notice will be removed. Members are expected to notify staff of planned absences prior to noon on the meeting day.

§3.4 Compensation

CAC members serve without compensation but shall receive one fixed-route day pass for each meeting attended (excludes commuter service). Reimbursement of expenses requires prior approval of the CEO.

§3.5 Vacancies

When a vacancy occurs, the RTD Board shall be solicited for nominations. Following a 30-day nomination period, the RTD Board will appoint a replacement based on recommendations of its ad hoc nominations committee.

§3.6 Conflicts of Interest

No CAC Member shall engage in any employment, activity, or enterprise for compensation that is inconsistent, incompatible, in conflict with, or inimical to their duties, functions or responsibilities on the CAC. Such Member shall not perform any work, service, or counsel for compensation outside of their responsibilities where any part of their efforts shall be reviewed by the CAC.

Members of the CAC shall comply with the provisions of the California Political Reform Act (Government Code Section 87100, et seq.) and doctrine of common law conflicts of interest.

§3.6 Public Statements

No Member of the CAC shall speak, or represent themselves as a spokesperson for RTD, or make any public statements on behalf of RTD without express authorization by RTD's CEO.

Article IV – OFFICERS

§4.1 Chair and Vice Chair

The CAC shall elect a Chair and Vice Chair annually at its last meeting of the year. The Chair presides at meetings and represents the CAC before the RTD Board. The Vice Chair serves in the Chair's absence. Vacancies are filled by succession (Vice Chair to Chair) and by election for any open Vice Chair position. The Chair may serve two consecutive terms, after which they must take a one-year break before serving again.

§4.2 Staff Support

The CEO will assign staff to prepare agendas, notices, minutes, and materials, and to maintain official CAC records.

Article V – MEETINGS

§5.1 Regular Meetings

The CAC shall meet monthly on the second Wednesday of the month. Special meetings may be called by the CEO if needed.

§5.2 Notice

Meetings will follow the Ralph M. Brown Act. Regular meetings require 72-hour notice; special meetings require 24-hour notice.

§5.3 Quorum and Vote

A quorum is a majority of appointed members (minimum of 3). Official actions require a majority vote of members present.

§5.4 Thirty-Minute Rule

If a quorum is not present within 30 minutes of the noticed start time, the meeting will be canceled.

§5.5 Public Participation

Members of the public may speak for up to 3 minutes, unless the Chair allows more time. Written comments are also accepted.

§5.6 Order and Decorum

The Chair may remove disruptive individuals from a meeting to ensure order.

§5.7 Records

Meeting records including minutes and distributed materials are public records and must be made accessible in compliance with the law.

Article VI – AGENDAS AND NOTICES

§6.1 Agenda Format

Agendas must clearly list the meeting date, time, place, and business items, with descriptions adequate to inform the public.

§6.2 Agenda Preparation

Staff prepares draft agendas in consultation with the Chair. The CEO has final approval of agenda items requiring staff support.

§6.3 Posting and Delivery

Agendas must be posted 72 hours in advance of regular meetings and 24 hours for special meetings. Materials must be distributed to CAC members, the CEO, and RTD Counsel at least 3 days before each regular meeting.

Article VII – MISCELLANEOUS

§7.1 Amendments

Only the RTD Board of Directors may amend these bylaws.

§7.2 CAC Process

The CAC strives to make recommendations by consensus. When a consensus is not possible, the Chair shall report both majority and minority views to the Board.



LEAD STAFF: NOEL MINK, HUMAN RESOURCES DIRECTOR

I. RECOMMENDED ACTION:

Approve updates to RTD's Drug and Alcohol-Free Workplace Policy.

II. SUMMARY

In May 2025, the FTA conducted an audit of RTD's Drug and Alcohol Compliance Program. The auditors have required 14 minor updates to RTD's policy.

III. DISCUSSION/BACKGROUND

In May 2025, the FTA conducted an audit of RTD's Drug and Alcohol Compliance Program. In addition to RTD, the FTA also audited RydeTrans, as a contracted provider for paratransit, and Preferred Alliance, RTD's authorized third-party administrator. RTD, RydeTrans, and Preferred Alliance performed very well in the audit with only minor findings.

The auditors have required 14 minor updates to RTD's policy. These updates focus on clarifying language and reflection back to the FTA rules and requirements. Attached is a copy of the updated policy and changes are highlighted in red and the associated comments reflect the finding number in the auditor's final report.

RTD, RydeTrans, and Preferred Alliance have been given a deadline of October 1, 2025, to submit all updates to be considered in compliance. All items noted in the auditors report have been resolved and submitted to the FTA except for this policy, which requires Board approval.

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. CUSTOMER IMPACT

By approving the update to our policy, it will ensure that RTD's drug and alcohol program meets all standards and is fully compliant. This offers the highest level of safety and risk mitigation for our riders and customers.

VI. FINANCIAL CONSIDERATIONS/IMPACT

By approving this policy, RTD will be updating its practice to meet common practice regarding alcohol testing in the on-boarding process. This is also considered best practice by the FTA. As a result, this policy change will reduce the cost of on-boarding safety sensitive positions. Currently, alcohol testing costs \$45.00 per applicant. In 2025, RTD hired 119 safety sensitive positions.

VII. CHANGES FROM COMMITTEE

N/A

VIII. ALTERNATIVES CONSIDERED

Staff is recommending approval of the updated policy to be in alignment with findings of the FTA audit. By approving the updated policy, RTD will ensure that it is fully compliant with all FTA requirements.

If the Board takes no action, RTD will face formal findings of non-compliance, which may jeopardize its future funding from the FTA.

IX. ATTACHMENTS

Attachment A: Updated Drug and Alcohol-Free Workplace Policy

Prepared by: Noel Mink, Human Resources Director

X. APPROVALS

Financial Impact Approved:
Robert Kyle, CFO


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

Alex Clifford, CEO


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



Attachment A
Cover Page



BOARD APPROVED

DRUG AND ALCOHOL-FREE WORKPLACE POLICY

POLICY NO. AP - 005

Adopted February 23, 2018

*Revised June 16, 2023
September 19, 2025*

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

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 the 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:

Human Resources Department
421 East Weber Ave Stockton, CA 95202 Ave
Stockton, CA 95202
(209) 943-1111

D. Applicability

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

Visitors

Under RTD's 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 safety-sensitive 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 not subject to these federal regulations but are covered under RTD's own authority. A refusal to submit to a drug or alcohol test as when directed will be considered treated as a positive test result, and the employee will be subject to all the attending applicable consequences as stated outlined in this policy.

Under FTA authority, covered employees may only be subject to random, reasonable suspicion, and follow-up alcohol testing while performing safety-sensitive functions, just before performing such functions, or just after ceasing to perform such functions.

Testing conducted outside of these circumstances will be considered non-DOT testing and will be clearly identified as such.

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
- Superintendent of Operations
- 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 that~~ occurs as ~~the a~~ result of an incident ~~which that~~ 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

This section is established under RTD's independent authority and is not a DOT or FTA requirement.

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.

Covered employees are prohibited from performing or continuing to perform any safety-sensitive function while having an alcohol concentration of 0.04 or greater. Any employee who engages in safety-sensitive functions in violation of this provision will be immediately removed from such duties and subject to appropriate disciplinary action, up to and including termination, in accordance with applicable laws and District policies.

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 ~~ana non-~~ DOT 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.

Pre-Employment Alcohol Testing: Although pre-employment alcohol testing is not required by DOT regulations (49 CFR, 655.42), RTD chooses to conduct alcohol testing for all applicants or transferees who are to perform safety-sensitive functions. If pre-employment alcohol testing is conducted, the individual must have a verified alcohol test result of less than 0.02 before performing any safety-sensitive function. Applicants or transferees who test at 0.02 or greater will not be permitted to perform safety-sensitive duties and will be subject to disqualification from employment in accordance with this policy.

Applicants or transferees who have previously failed or refused a DOT drug or alcohol test must provide RTD with proof of having successfully completed a referral, evaluation, and treatment plan that meets DOT requirements, in accordance with 49 CFR 655.41(a)(2).

In addition, consistent with 49 CFR, 40.25(b), RTD will request information from DOT-regulated employers for whom the applicant has worked during the two years preceding the date of application or transfer. If records indicate a violation of DOT drug and alcohol regulations, the applicant must provide documentation of successful completion of the DOT return-to-duty process, including any required follow-up testing. If the previous employer does not have this information, the applicant is responsible for providing it directly to RTD.

2. Reasonable Suspicion Testing

2.

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).

A covered employee shall be required to undergo a drug and/or alcohol test when a trained supervisor or company official has a reasonable suspicion to believe that the employee has used a prohibited drug or engaged in alcohol misuse. The determination must be based on specific, contemporaneous, articulable appearance, behavior, speech, or body odors. Only supervisors or company officials who have received required training in detecting signs and symptoms of drug use and alcohol misuse may make such determinations.

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.

A covered employee who is subject to post-accident testing must remain readily available for such testing. Failure to remain available, including leaving the scene before being tested or failing to notify RTD or its representative of their location, may be deemed a refusal to test. A refusal to test is considered a violation of this policy and is subject to the same consequences as a positive test.

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~~ Local Law Enforcement personnel under their own authority, provided the test results are obtained by RTD.

RTD may also conduct non-DOT post-accident testing for incidents that do not meet FTA thresholds

4. Random Testing

4.

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.

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.

Random drug and alcohol tests will be conducted in a manner that is unannounced and unpredictable. When a covered employee is notified of selection for a random drug or alcohol test, the employee must proceed immediately to the designated collection site. If the employee is performing a safety-sensitive function at the time of notification, they must cease performing the safety-sensitive function and proceed immediately to the collection site. Failure to comply may be considered a refusal to test and is subject to the same consequences as a positive test.

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~~non-DOT random alcohol test may be performed any time the employee is on duty.

5. Return-To-Duty Testing

As

Any covered employee who has violated a part of DOT drug or alcohol regulation and is given the opportunity to return-to- to safety-sensitive duty process, an employee will be tested and must obtain comply with the Substance Abuse Professional's (SAP) prescribed education and/or treatment plan, as required by 49 CFR Part 40.

Before resuming safety-sensitive functions, the employee must complete a return-to-duty test. This test may not occur until the SAP has determined that the employee has successfully complied with the prescribed education and/or treatment program. The employee must have a verified negative return-to-duty drug and alcohol test—drug test result and/or an alcohol test result with an alcohol concentration of less than 0.02 before being permitted to return to duty in a safety-sensitive function.

All return-to-duty and follow-up drug tests will be conducted under direct observation, as required by 49 CFR 40.67(b). This means that an observer of the same gender as the employee will accompany the employee into the restroom to directly observe the specimen being provided. Direct observation is mandatory for these types of tests and is not optional.

6. Follow-Up Testing

6.

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~~Under RTD's authority, 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.

I. I-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, or oral fluid specimen without a valid medical explanation.
- If a medical evaluation is determined, there is no adequate medical explanation for the failure.
- 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~~Admitting 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.

J. Consequence / Discipline

Any safety-sensitive employee who has a verified positive drug test result, an alcohol concentration of ~~0.0204~~ 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.

~~In accordance with FTA regulations allow individual employers, no employer shall permit a covered employee who is found to determine have an alcohol concentration of 0.02 or greater but less than 0.04 to perform or continue to perform safety-sensitive functions until:~~

- ~~1. The employee's alcohol concentration measures less than 0.02; or~~
- ~~2. The start of the discipline to be imposed on employees who violate employee's next regularly scheduled duty period, but not less than eight (8) hours following administration of the DOT/FTA regulations or company policy test.~~

In addition to these federal requirements, RTD's discipline policy is as follows:

A. A

A. ~~The~~ 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. ~~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.

C.



LEAD STAFF: ROBERT KYLE, CFO

I. RECOMMENDED ACTION

That the Board of Directors approve a contract with Protiviti Government Services, Inc. for enterprise resource planning data reconstruction services for a two-year term with up to three one-year options to extend for a not to exceed (NTE) value of \$1,696,300 per year.

II. SUMMARY

- RTD's ERP system (and other software systems) was criminally cyber attacked over a year ago rendering the financial software and all the data (current and backup) non-operational.
- On October 24th, 2024, RTD entered into a contract with Protiviti Government Services, Inc. (Protiviti), a consultant team that specializes in General Ledger data reconstruction and other related services.

III. DISCUSSION/BACKGROUND

The effort by RTD to return to a fully restored ERP system has been significant and challenging. A "simple" system conversion from one ERP system to another can typically last up to a year or more. Having to recreate lost data from scratch can double the amount of time the overall project takes. One way to reduce the overall project time is to increase the size of the team working on the project. Although current RTD Finance staff is contributing significant amounts of time and effort to this project, the team also faces significant constraints on time as well. For example, the payroll department finds it difficult to devote time during payroll week. The current manual payroll process takes much more time than when it was automated, and the potential for human error has increased over the automated process requiring additional time for review. Protiviti was RTD's answer to increasing our team size.

Since Protiviti has begun providing financial management and general ledger systems support services, it has acquired a unique and detailed knowledge of RTD's rebuilt financial records and systems. Its continued services are required to ensure the integrity of RTD's financial reporting, compliance, and operations. This unique capability cannot be replicated by another provider without risking accuracy and compliance. While other vendors exist, none possess the unique knowledge of RTD's post-cyberattack accounting environment. Competing contractors would require extensive transition time and incur significant additional costs, creating risk of errors, delays, and compliance failures.

Since Protiviti has begun providing financial management and general ledger systems support services, it has acquired a unique and detailed knowledge of RTD's rebuilt financial records and systems. Its continued services are required to ensure that the integrity of RTD's financial reporting, compliance and operations. This unique capability cannot be replaced by another provider without risking accuracy and compliance. While other vendors exist, none possess the unique knowledge of RTD's post cyber attack accounting environment. Competing contractors would require extensive transition time and incur significant additional costs, creating risk of additional errors, delays and compliance failures, as further illustrated as follows:

1. Avoidance of Delays and Duplication of Costs – transitioning to a new vendor would duplicate efforts and require a new run up time for learning RTD's system and environment. This would add cost and time to the effort and further delay RTD from obtaining full and accessible financial regulatory audit compliance.
2. Public Interest – All of RTD's financial systems have been significantly impacted by the cyber attack from 2024 and continue to be impacted. This contract award is critical to resolving all financial systems and data and returning RTD's systems to a "normal" state, even improved from its stance prior to the cyber attack in 2024. This will make financial data more accessible and improve RTD's relationships with vendors and other community partners by making its financial processes more streamlined and efficient.
3. Cost Effectiveness – By awarding to Protiviti, RTD will greatly reduce the project timeline and eliminate the need to transfer the work of the project and train a new vendor on the current state and effects of the cyber-attack from 2024, resulting in a significant savings to RTD for this work. Additionally, this will save money as a new vendor would ultimately need to duplicate some efforts already completed in order to gain the knowledge and experience as well as continue the project work upon transition.

In conclusion, this contract award to Protiviti will reduce the financial recovery timeline, reduce RTD's costs to achieve the recovery, and is in the public's best interest by providing financial stability and reliability to our partners and our transit services.

The contract includes a two-year base term for a total not-to-exceed amount of \$1,696,300 per year. The contract also includes three, one-year options to extend in an amount not to exceed \$1,696,300 per year.

Protiviti has been working for RTD since early January. The current team consists of seven (7) full time data entry specialists, a partially on-site supervisor

(lives on the East Coast and is here about 50% of the time), and a remote manager that spends a portion of his time working behind the scenes with recruitment, and some administrative functions.

RTD anticipates completing FY24 efforts by the end of this calendar year and targeting an audit date sometime in the first quarter of calendar year 2026. Restoring prior years already audited will have an accelerated tempo due to prior experience and some of the internal controls not needed (uploading PO's as one example).

IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This recommendation aligns with the Board's Strategic Priorities 1, 3, and 4. Strategic Priorities:

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

V. CUSTOMER IMPACT

None.

VI. FINANCIAL CONSIDERATIONS/IMPACT

The total Financial Impact is the amount of the contract for the two-year base term is valued at \$3,392,600. These amounts are included in the FY26 Operating Budget and allocated to the Finance Department. Future amounts will be included in subsequent year's Operating Budget, also to be allocated to the Finance Department's GL 403003-50303.

VII. CHANGES FROM COMMITTEE

N/A

VIII. ALTERNATIVES CONSIDERED

The alternatives available are to do nothing. This is not recommended as it would significantly increase the length of the project time.

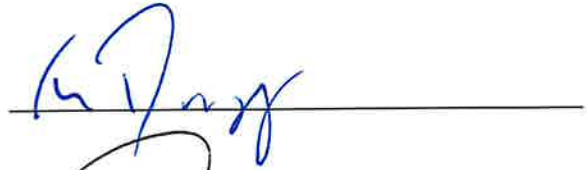
IX. ATTACHMENTS

Attachment A: Initial contract
Attachment B: Contract amendment
Attachment C: Proposed Contract

Prepared by: Robert Kyle, CFO

X. APPROVALS

Thomas Dempsey,
Director of Procurement



Financial Impact Approved:
Robert Kyle, CFO



Alex Clifford, CEO





Attachment A
Cover Page



CONTRACT FOR SERVICES

Contract No.: 25008-S

THIS CONTRACT for enterprise resource planning (ERP) data reconstruction services Contract is made and entered into on December 20, 2024, by and between the **SAN JOAQUIN REGIONAL TRANSIT DISTRICT (RTD)**, a public transit district and **PROTIVITI GOVERNMENT SERVICES, INC.** (Contractor), a Delaware corporation (collectively referred to as "the Parties").

WHEREAS, Contractor was awarded a contract by the Chief Executive Officer on September 5, 2024;

WHEREAS, Contractor possesses the necessary skills and knowledge to perform the work.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. **CONTRACT DOCUMENTS.** This Contract consists of the documents listed below, which are attached to and incorporated into this Contract:
 - a. This Contract and any amendments
 - b. Exhibit A, Data Security, Privacy and Cloud Software Requirements
 - c. Exhibit B: Scope of Services
 - d. Exhibit C: Compensation, Invoicing and Payment
 - e. Exhibit D: Insurance Requirements
 - f. Exhibit E: Contractor's Certificate(s) of Insurance

In the event of conflict between or among the terms of the Contract documents, the order of precedence will be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

2. **SCOPE OF SERVICES.** Contractor will provide the services set forth in **Exhibit B** (Services) in accordance with the terms and conditions of this Contract.

Contractor is responsible for performing all work necessary to complete, in a manner satisfactory to RTD, the work described in this Agreement, and in properly approved amendments to this Agreement. In the performance of its work, Contractor represents that it (1) will diligently and professionally perform the work required in by the Contract; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.



3. **CONTRACT TERM; TIME FOR PERFORMANCE.**

The term of this Contract will be for a 12-month term commencing upon 10/1/24 and ending on 9/30/25, unless terminated earlier by RTD. Contractor will furnish RTD with all the materials, equipment and services called for under this Contract.

Contractor will commence performance of this Contract immediately following receipt of a Notice to Proceed from RTD. In the event that **Exhibit B** includes more than one project or phase, RTD will issue a separate Notice to Proceed with respect to each project or phase. Contractor may not commence performance of any project or phase of this Contract until it receives a duly executed Notice to Proceed from RTD.

4. **REPRESENTATIVES.**

- a. Contractor's Representative. At all times during the Contract term, Chris Malouf, Annie Hanson, or Dylan Price will serve as Contractor's primary staff person to undertake, render, and oversee the Services. Upon written notice by Contractor and approval by RTD, which will not be unreasonably withheld, Contractor may substitute this person with another person, who will possess similar qualifications and experience for this position.
- b. RTD's Representative. Except when approval or other action is required to be given or taken by the RTD Board of Directors, RTD's Chief Executive Officer, or such person(s) as they will designate in writing from time to time, will represent and act for RTD.

5. **COMPENSATION, INVOICING and PAYMENT.** Contractor will be paid for satisfactory performance of the Services in accordance with **Exhibit C.**

6. **NOTICES.**

- a. All communications relating to the day-to-day performance of the Services will be exchanged between RTD's CFO Robert Kyle at Rkyle@SJRTD.COM, or designee, and Contractor's Chris Malouf, Managing Director at chris.malouf@protiviti.com.
- b. All other notices and communications deemed by either party to be necessary or desirable to be given to the other party must be in writing and must be given by personal delivery to a party's authorized representative, by email at the addresses following the signature lines at the end of the Contract, or certified mail, postage prepaid, delivered to the addresses following the signature lines at the end of the Contract.

7. **OWNERSHIP OF WORK.**

- a. "Deliverables" means literary works or other works of authorship (such as documentation, reports and similar works) that Contractor is required to deliver to RTD as part of the Services, in each case as specifically set forth in the Scope of Services as Deliverables. All Deliverables will be prepared solely for the use of RTD's management, employees and directors. The Deliverables may not be relied



upon for any purpose by any third party without the prior written consent of Contractor. Each party grants only the licenses and rights specified in this Contract. No other rights or licenses (including, but not limited to, licenses or rights under patents) are granted either directly, by implication or otherwise.

- b. General. Subject to the terms of this Contract, including Distribution of Deliverables and RTD's fulfillment of all payment obligations hereunder, Contractor agrees that RTD shall own the copyright in the Deliverables if and to the extent the Scope of Services specifies the Deliverables as being owned by the RTD, excluding any Contractor Proprietary Materials (as defined below) and any third-party content that is incorporated into the Deliverables ("RTD Owned Deliverables"). To the extent the Deliverables are not specified in the Scope of Services as RTD Owned Deliverables, the parties acknowledge and agree that the Deliverables are Contractor Proprietary Materials (as defined below). RTD acknowledges that as part of performing Services, the Contractor may utilize, develop, license or purchase proprietary copyrights, patents, trade secrets, software, ideas, concepts, know-how, tools, models, processes, methodologies and techniques (including any derivatives, enhancements or modifications thereto) ((which Contractor originates, develops or purchases or licenses prior to or during the provision of Services) (collectively, "Contractor Proprietary Materials"). RTD acknowledges and agrees that Contractor retains all right, title, and interest in the Contractor Proprietary Materials, including all intellectual property rights therein or related thereto. Subject to the terms of this Contract, including Distribution of Deliverables and RTD's fulfillment of all payment obligations hereunder, Contractor grants and RTD accepts a nonexclusive, nontransferable license to use the Contractor Proprietary Materials within RTD only and solely to the extent necessary to make use of the Deliverables as contemplated by the applicable Scope of Services.
- c. Distribution of Deliverables. Deliverables or other documents or materials that are provided by Contractor that are Contractor-branded or marked as being authored by Contractor, or Deliverables or other documents or materials that, based on the circumstances, context or any related communications, would lead a reasonable reader to understand that Contractor produced, authored or contributed to such Deliverables, documents or materials (collectively, "Branded Deliverables") are for the use and benefit of RTD only and not for any other party (each a "Third Party"), including, but not limited to, RTD's affiliates, shareholders, business partners, contractors or advisors. If RTD desires to disclose Branded Deliverables, or make reference to Contractor, to any Third Party (other than RTD's legal counsel and external auditors who need access to such information and who have agreed to keep such information confidential), RTD will obtain Contractor's prior written approval and, if requested by Contractor, obtain from such Third Party a non-disclosure agreement and release in a form satisfactory to Contractor. Contractor accepts no liability or responsibility to any Third Party who benefits from or uses the Services or gains access to any Deliverables, including, but not limited to, Branded Deliverables. Notwithstanding the foregoing, RTD may disclose and distribute Deliverables if, and solely to the extent that, disclosure is required by the applicable public records act and RTD receives a request for such disclosure; provided, that RTD provides Contractor with prior written notice of such intended



disclosure in sufficient time to allow Contractor to seek confidential treatment of such information.

- d. Data Security, Privacy and Cloud Software Requirements. Refer to **Exhibit A**, appended hereto, for additional data security, privacy and cloud software requirements.

8. **USE OF SUBCONTRACTORS**. Contractor may not subcontract any part of the Services. Notwithstanding the foregoing, Contractor may utilize employees of its parent corporation and affiliates as necessary for the performance of the Services and such utilization shall not be considered a subcontractor relationship.
9. **CHANGES**. RTD may at any time, by written order, make changes to Services. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed by the parties will be made in the limit on compensation as set forth in Exhibit C or in the time of required performance as set forth in Section 3, or both. In the event that Contractor encounters any unanticipated conditions or contingencies that may affect the Services and result in an adjustment in the amount of compensation specified herein, or identifies any RTD conduct (including actions, inaction, and written or oral communications other than a formal Contract modification) that Contractor regards as a change to the Contract terms and conditions, Contractor must advise RTD immediately upon notice of such condition or contingency. The written notice must explain the circumstances giving rise to the unforeseen condition or contingency and state the proposed adjustment in compensation. This notice must be given to RTD prior to the time that Contractor performs work related to the proposed adjustment in compensation. The pertinent changes will be expressed in a written supplement to this Contract issued by RTD prior to implementation of such changes. Failure to provide written notice and receive RTD approval for extra work prior to performing extra work may, at RTD's sole discretion, result in nonpayment of the invoices reflecting such extra work.
10. **TIMING**. RTD acknowledges that Contractor's work is highly dependent on the availability of RTD's personnel, RTD's Contractors, and other factors beyond the control of Contractor. Contractor will use commercially reasonable efforts to assist RTD in meeting any stated deadlines but RTD acknowledges that despite these efforts, due to, among other things, the factors noted above, any stated deadlines and timelines may not be met.
11. **INSURANCE REQUIREMENTS**. Without limiting any other obligation or liability under this Contract, Contractor and its subcontractors, at its sole cost and expense, must secure and keep in force the insurance coverage, limits, and endorsements indicated in **Exhibit D**, "Insurance Requirements," during the entire term of the Contract or longer, as may be required.
12. **CONFIDENTIALITY**. Contractor may have access to certain proprietary or confidential information ("Confidential Information") including, but not limited to, designs, processes, inventions, methods, business strategies, plans, and operations. All of the Confidential Information will remain the sole property of RTD and will not be used or duplicated by Contractor except in connection with the Services to be performed by Contractor under this Contract. Contractor will keep the Confidential Information in the strictest confidence



and will not disclose it by any means to any third party, except as required by law or regulation or with RTD's prior written approval, and only to the extent necessary to perform the Services. Contractor may disclose the Confidential Information to its employees or Contract personnel only to the extent necessary to perform the Services and only after they have agreed in writing to the provisions of this section.

Contractor, its employees, subcontractors, subconsultants and agents, will not release any reports, information, or other materials prepared in connection with this Contract, whether deemed confidential or not, without the approval of RTD's CEO or designee except as required by law or regulation.

Upon termination of this Contract, Contractor will return to RTD all of the Confidential Information in Contractor's possession, including computer files, written documents and notes, and will cease to make any further use of it. Contractor's obligations under this section will remain in effect during the term of this Contract and will continue after its termination.

13. RESPONSIBILITY; INDEMNIFICATION.

- a. Contractor will be responsible for the work performed under the terms of this Contract to the extent provided by law. RTD will not be held liable or responsible for the maintenance and/or safety of Contractor's equipment or supplies placed upon RTD's property in accordance with this Contract. Contractor acknowledges that it assumes full responsibility for any loss or damage to its equipment and supplies.
- b. Contractor will defend, indemnify and hold harmless RTD and its directors, officers, agents and employees against any and all claims, losses, suits, demands, and liens including attorneys' fees and costs, brought against RTD, its directors, officers, agents or employees, arising out of any of the following: (i) Any injury to persons or tangible property that may occur, or that may be alleged to have occurred, caused by a negligent act or omission or willful misconduct by Contractor or its employees, subcontractors, consultants, subconsultants or agents in the performance of this Contract; or (ii) Any allegation that materials or services provided by Contractor under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party; or (iii) any disclosure or allegation thereof of RTD PII, as defined in **Exhibit A**, "Data Security, Privacy and Cloud Software Requirements".
- c. Contractor will defend or settle, at Contractor's own expense, any action, claim or suit against RTD for which it is responsible hereunder, and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against RTD or its directors, officers, agents or employees, Contractor will, at its expense, satisfy and discharge the same. As a condition to any indemnity hereunder, RTD will notify Contractor promptly of any claim for which RTD believes Contractor is responsible hereunder.
- d. This section will survive termination or expiration of the Contract.



14. **CONTRACTOR'S STATUS.** Neither Contractor nor any party contracting with Contractor will be deemed to be an agent or employee of RTD. Contractor is and will be an independent contractor and the legal relationship of any person performing services for Contractor will be one solely between that person and Contractor.
15. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.** Contractor agrees to comply with all federal, state and local laws and regulations applicable to the work described in the Scope of Services, including without limitation, those requiring business permits, certificates and licenses necessary to perform the Services described in this Contract.
16. **COOPERATION OF RTD.** RTD agrees to comply with all reasonable requests of Contractor and provide access to all records, documents and/or equipment reasonably necessary to perform the Services, in RTD's sole discretion.
17. **RTD WARRANTIES.** RTD makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Contract.
18. **CONTRACTOR WARRANTIES.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CONTRACT, CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
19. **CLAIMS OR DISPUTES.** Contractor will be solely responsible for providing timely written notice to RTD of any claims for additional compensation and/or time in accordance with the provisions of this Contract. It is RTD's intent to investigate and attempt to resolve any Contractor claims before Contractor has performed any disputed work. Therefore, Contractor's failure to provide timely notice will constitute a waiver of Contractor's claims for additional compensation and/or time.

Contractor will not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by RTD, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given RTD due written notice of a potential claim. The potential claim will set forth the reasons for which Contractor believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by RTD, such notice will be given to RTD prior to the time that Contractor has started performance of the work giving rise to the potential claim for additional time and/or compensation. Where advance notice is not practicable, notice shall be timely if tendered to RTD within 10 days of the happening of the event or occurrence giving rise to the potential claim. In all other cases, notice will be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, Contractor will continue to work during the dispute resolution process in a diligent and timely manner as directed by RTD and will be governed



by all applicable provisions of the Contract. Contractor will maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached that resolves Contractor claim, the Parties will execute a Contract modification to document the resolution of the claim. If the Parties cannot reach an agreement with respect to Contractor claim, they may choose to pursue a dispute resolution process or to terminate the Contract.

20. REMEDIES. In the event Contractor fails to comply with the requirements of this Contract in any way, and does not cure such failure within ten (10) calendar days after receiving written notice, RTD reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Contract in whole or in part.

21. TEMPORARY SUSPENSION OF WORK. RTD, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as RTD may deem necessary. RTD may suspend the work for any reason, including without limitation, Contractor's failure to perform work or carry out its responsibilities in accordance with this Contract and factors that are not Contractor's responsibility. Contractor will comply immediately with RTD's written order to suspend the work wholly or in part. The suspended work will be resumed when Contractor is provided with written direction from RTD to resume the work. If the suspension is due to Contractor's failure to perform work or carry out its responsibilities in accordance with this Contract, or other action or omission on the part of Contractor, all costs will be at Contractor's expense and no schedule extensions will be provided by RTD. In the event of a suspension of the work, Contractor will not be relieved of Contractor's responsibilities under this Contract, except the obligations to perform the work that RTD has specifically directed Contractor to suspend under this section. If the suspension is not the responsibility of Contractor, suspension of all or any portion of the work under this section may entitle Contractor to compensation and/or schedule extensions subject to the Contract requirements.

22. TERMINATION.

- a. Expiration of Term. This Contract will terminate upon the expiration date set forth in Section 3 unless extended by a mutually agreed upon written amendment to this Contract, or terminated earlier pursuant to this section.
- b. Mutual Consent. This Contract may be terminated with the written mutual consent of both Parties, upon such terms and conditions as may be mutually agreed.
- c. Termination by Default. In the event that Contractor fails to perform any obligations or fulfill any requirement under this Contract within ten (10) calendar days after receiving written notice provided in accordance with Section 6 from RTD to do so, RTD may terminate this Contract for default. If Contractor cures the default within the cure period, but subsequently defaults again, RTD may immediately terminate the Agreement without further notice or right to cure. In the event of the filing a petition for bankruptcy by or against Contractor or for appointment of a receiver for Contractor's property, RTD may terminate this Contract immediately without the ten (10) day cure period.



Upon receipt of a notice of termination for default, Contractor may not commit itself to any further expenditure of time or resources. RTD agrees to remit final payment to Contractor in an amount to cover only those sums actually due and owing from RTD for work performed in full accordance with the terms of the Contract as of the effective date of termination.

In the event of termination for default, RTD will be under no obligation to pay to Contractor the Contract price, or any portion thereof, unless RTD finds Contractor has partially performed said Contract to RTD's satisfaction, under which circumstances RTD will pay Contractor for the work satisfactorily completed prior to the effective date of termination, less all damages and losses suffered by RTD as a result of Contractor's failure to perform in accordance with the Contract.

RTD is not in any manner liable for Contractor's actual or projected lost profits had Contractor completed the Services required by this Contract, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this Contract become the property of RTD upon the effective date of the termination for default.

The rights afforded to RTD under this subpart are in addition to any other rights provided by law or set forth in this Contract. RTD may exercise any or all of such rights, which individually or conjunctively will totally compensate RTD for the damages, suffered by RTD resulting from Contractor's default.

- d. Termination for Convenience. RTD may terminate this Contract at any time for convenience by giving Contractor at least thirty (30) calendar days' prior written notice provided in accordance with Section 6. Upon receipt of such notice, Contractor may not commit itself to any further expenditure of time or resources, except for costs reasonably necessary to effect the termination. If RTD terminates the Contract for convenience, RTD agrees to pay Contractor, in accordance with the provisions of Exhibit B, all sums actually due and owing from RTD upon the effective date of termination, plus any costs reasonably necessary to effect the termination. Contractor is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Contract as of the date of termination are the property of RTD upon the effective date of the termination for convenience. Contractor and its subcontractors must cooperate in good faith in any transition to other vendors or consultants as RTD deems necessary. Failure to so cooperate is a breach of the Contract and grounds for the termination for convenience to be treated as a termination for default.
- e. Rights and Remedies. RTD's rights and remedies provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

23. LIQUIDATED DAMAGES. Not Applicable.



- 24. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS.** All Contractor and subcontractor costs incurred in the performance of this Contract will be subject to audit. Contractor and its subcontractors will permit RTD, the State Comptroller, and their authorized representatives, to inspect, examine, make excerpts from, transcribe, and copy Contractor's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Contract at any reasonable time, and to audit and verify statements, invoices or bills submitted by Contractor pursuant to this Contract. Contractor will also provide such assistance as may be required in the course of such audit. Contractor will retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Contract. If, as a result of the audit, it is determined by RTD's auditor or staff that reimbursement of any costs including profit or fee under this Contract was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, Contractor agrees to reimburse RTD for those costs within sixty (60) days of written notification by RTD.

Any non-governmental auditors, including government contractors, shall sign a reasonable non-disclosure agreement provided by Contractor.

- 25. NON-DISCRIMINATION ASSURANCE.** Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, Contractor agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. Contractor shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Contract. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as RTD deems appropriate.

- 26. EQUAL EMPLOYMENT OPPORTUNITY (EEO).** In connection with the performance of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting



officer setting forth the provisions of this nondiscrimination clause. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

Contractor will, in all solicitations or advancements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by RTD's contracting officer, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by RTD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Contractor will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the



Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

27. CONFLICTS OF INTEREST.

- a. General. Depending on the nature of the work performed, a contractor of RTD may be subject to the same conflict of interest prohibitions established by California law that govern RTD's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of this Contract, Contractor and its employees may be required to disclose financial interests.

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

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

- b. Organizational Conflicts of Interest. Contractor will take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Contract and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to RTD; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other contract.

Contractor will not engage the services of any subcontractor or independent contractor on any work related to this Contract if the subcontractor or independent contractor, or any employee of the subcontractor or independent Contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Contract.

If at any time during the Contract term, Contractor becomes aware of an organizational conflict of interest in connection with the work performed hereunder, Contractor will promptly provide RTD with written notice of the facts and circumstances giving rise to this organizational conflict of interest.



Contractor's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the Contract term, RTD becomes aware of an organizational conflict of interest in connection with Contractor's performance of the work hereunder, RTD will similarly notify Contractor.

In the event a conflict is presented, whether disclosed by Contractor or discovered by RTD, RTD will consider the conflict presented and any alternatives proposed and meet with Contractor to determine an appropriate course of action. RTD's determination as to the manner in which to address the conflict will be final.

During the Contract term, Contractor must maintain lists of its employees providing services hereunder, and the subcontractors and independent contractors used and their employees providing services hereunder. Contractor must provide this information to RTD upon request. However, submittal of such lists does not relieve Contractor of its obligation to assure that no organizational conflicts of interest exist. Contractor will retain this record for five (5) years after RTD makes final payment under this Contract. Such lists may be published as part of future RTD solicitations.

Contractor will maintain written policies prohibiting organizational conflicts of interest and will ensure that its employees are fully familiar with these policies. Contractor will monitor and enforce these policies and will require any subcontractors and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject Contractor to damages incurred by RTD in addressing organizational conflicts that arise out of work performed by Contractor, or to termination of this Contract for breach.

- c. Verification of Compliance. Contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this Contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. Contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause. For the purposes of this section, the term "Contractor" means Contractor, its subsidiaries and affiliates, joint ventures involving Contractor, any entity with which Contractor may hereafter merge or affiliate and any other successor or assignee of Contractor.

28. CALIFORNIA PUBLIC RECORD ACT REQUESTS.

- a. In response to a request made pursuant to the California Public Records Act (CPRA), Contractor consents to the release of: this Contract, with any information that is marked proprietary or confidential redacted; any communication between Contractor and RTD not marked as confidential by Contractor and included in a confidentiality index accepted by RTD; and any other materials shared with RTD



not marked as confidential by Contractor and included in a confidentiality index accepted by RTD; and any Deliverables with any information that is marked proprietary or confidential redacted.

- b. Contractor waives all claims against the RTD, its directors, officers, employees and agents, for the disclosure of information not marked as proprietary or confidential by Contractor. RTD will have no obligation to withhold any information from disclosure and may release the information sought without liability to the RTD.
- c. Upon receipt of a request pursuant to the CPRA seeking this Contract, Contractor's proposal, or any other communication or material Contractor has marked as confidential and included in a confidentiality index accepted by RTD, RTD may disclose the Contract and communications or other materials or may withhold material designated in the confidentiality index that is exempt from disclosure under the CPRA. If RTD determines that information in the confidentiality index is not exempt from disclosure, RTD will give reasonable notice, such that Contractor may exercise its rights to protect such information, to Contractor prior to releasing any material listed in the confidentiality index.
- d. Contractor agrees to indemnify, defend, and hold harmless RTD, its directors, officers, employees and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting information provided by Contractor), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of information marked as confidential and included in a confidentiality index. If Contractor fails to accept a tender of a defense, RTD reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

29. FEDERAL REQUIREMENTS. Not Applicable.

30. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PLAN REQUIREMENTS. Not Applicable.

31. LABOR CODE REQUIREMENTS. Not Applicable.

32. WAIVER. A waiver of any of any breach or covenant of this Contract must be in a writing executed by a duly authorized representative of the party waiving the breach or covenant. A waiver by any of the Parties of a breach or covenant will not be considered to be a waiver of any other succeeding breach or any other covenant unless specifically and explicitly stated in such a waiver.

33. ATTORNEYS' FEES. If any legal proceeding should be instituted by either of the Parties to enforce the terms of this Contract or to determine the rights of the Parties under this Contract, the prevailing party in said proceeding will recover reasonable attorneys' fees, in addition to all court costs.

34. SEVERABILITY. If any provision of this Contract is deemed invalid or unenforceable, that provision will be reformed and/or construed consistently with applicable law as nearly



as possible to reflect the original intentions of this Contract, and in any event, the remaining provisions of this Contract will remain in full force and effect.

35. **NO THIRD-PARTY BENEFICIARIES.** This Contract is not for the benefit of any person or entity other than the Parties.
36. **APPLICABLE LAW.** This Contract, its interpretation and all work performed under it will be governed by the laws of the State of California. Contractor must comply with all federal, State, and local laws, rules, and regulations applicable to the Contract and to the work to be done hereunder, including all RTD's rules and regulations.
37. **RIGHTS AND REMEDIES OF RTD.** RTD's rights and remedies provided herein will not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
38. **ASSIGNMENT.** Contractor may not assign any of its rights nor transfer any of its obligations under this Contract without RTD's prior written consent.
39. **BINDING ON SUCCESSORS.** All of the terms, provisions, and conditions of this Contract will be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives.
40. **ENTIRE AGREEMENT; MODIFICATION.** This Contract, including any attachments and exhibits, constitutes the complete Contract between the Parties and supersedes any prior written or oral communications. This Contract may be modified or amended only by written instrument signed by both Contractor and RTD. In the event of a conflict between the terms and conditions of this Contract and the attachments and exhibits, the terms of this Contract will prevail.
41. **LIMITATION OF LIABILITY.** Notwithstanding anything to the contrary in this Contract, RTD and Contractor agree that, regardless of the legal theory asserted (including, but not limited to, breach of contract, warranty, negligence or tort): (i) Contractor's entire liability to RTD or any person asserting claims on behalf of or in the name of RTD will not exceed in the aggregate, for all claims, liability, losses, damages or expenses, five hundred thousand (500,000) dollars, provided that this subsection (i) shall not apply to Contractor's indemnification obligations under this Contract; and (ii) neither party shall be liable to the other party or any person asserting claims on behalf of or in the name of the other party for consequential, indirect, incidental, punitive or special damages of any nature suffered by RTD or Contractor (including, but not limited to, lost profits or business opportunity costs), even if the parties have been advised of the possibility of such damages, provided that this subsection (ii) shall not apply to any indemnification obligations under the Contract.

Notwithstanding the foregoing and anything to the contrary in the Contract, RTD and Contractor agree that Contractor's entire liability to RTD or any person asserting claims on behalf of or in the name of RTD, resulting from a disclosure or allegation thereof of RTD PII, as defined in Exhibit A, "Data Security, Privacy and Cloud Software Requirements, including, without limitation, any reimbursement, indemnity, defense and/or hold harmless obligations arising therefrom, will not exceed in the aggregate, for all claims,



liability, losses, damages or expenses, whether direct, indirect, consequential, incidental, punitive or special, two (2) million dollars.

42. **AUTHORITATIVE STANDARDS.** RTD acknowledges that there is no authoritative standard against which risk management, business consulting, and technology consulting practices can be directly compared. In practice, methodologies and approaches vary considerably. New and refined practices continue to evolve and the characterization of policies, procedures or models as sound, "industry standard" or "best" practices" are judgmental and subjective.
43. **THIRD PARTY PRODUCTS.** At RTD's request, Contractor shall install the third-party software (the "Third-Party Products") described in the Scope of Services. RTD acknowledges and agrees that all product warranties, license terms, software support and maintenance for the Third-Party Products are provided directly by the third-party manufacturer to RTD, and that Contractor is not a party to, or liable or responsible for, such warranties, terms, support or maintenance. CONTRACTOR MAKES NO WARRANTIES WITH RESPECT TO THE THIRD-PARTY PRODUCTS AND PROVIDES SUCH PRODUCTS AS-IS, WHERE-IS. RTD ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES RELATING TO THE THIRD-PARTY PRODUCTS SHALL BE THOSE, IF ANY, PROVIDED BY THE THIRD-PARTY MANUFACTURERS, AND RTD SHALL LOOK SOLELY TO THE THIRD-PARTY MANUFACTURERS WITH RESPECT THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ISSUES REGARDING THE USE OR PERFORMANCE OF THE THIRD-PARTY PRODUCTS.

SIGNATURES APPEAR ON NEXT PAGE

RTD:

Date Executed: 1/9/2025

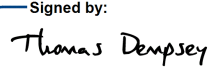
SAN JOAQUIN REGIONAL TRANSIT DISTRICT

By: 
5A40F7A56D724ED...
Alex Clifford
Chief Executive Officer

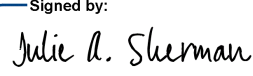
Address, Phone, and Email:

421 East Weber Avenue
Stockton, CA 95202
Phone: (209) 943-1111
Email: contracts@sjrtd.com

APPROVED:


B4D13E88C7F8489...
THOMAS DEMPSEY
Director of Procurement

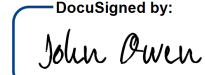
APPROVED AS TO FORM:


3DB2341728C14FA...
JULIE A. SHERMAN
Attorney for RTD

CONTRACTOR:

Date Executed: 1/3/2025

PROTIVITI GOVERNMENT SERVICES, INC.

By: 
36779F3810CF426...
John Owen
Managing Director

Address, Phone, and Email:

Street Address: 1737 King St Ste 320,
City, State Zip: Alexandria, VA 22314-2727
Phone: 571-842-9192
Email: John.Owen@protiviti.com

*Note:

If Contractor is a Corporation, this Contract must be executed by two officers of the corporation, consisting of one officer from each of the two separate categories:

- (1) the President, Vice President, or Chair of the Board; and
- (2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer.

In the alternative, this Contract may be executed by a single Officer or a person other than an Officer provided demonstrating that such individual is authorized to bind the Corporation (e.g. – a copy of a certified resolution from the Corporation's bylaws).

If Contractor is a limited liability company (LLC), the Contract must be executed by an officer or member who has the full and proper authorization to bind the LLC. The Officer or member must provide evidence satisfactory to RTD indicating the individual's authority to bind the LLC, such as a certified copy of a resolution authorizing the individual to execute written contracts or a copy of the LLC operating agreement.

Exhibit A

Data Security, Privacy and Cloud Software Requirements

1. DATA PRIVACY

Consultant may have access to Personally Identifiable Information ("PII") in connection with the performance of the Contract. PII is any information that identifies or describes a person or can be directly linked to a specific individual, including ridership and usage data. Examples of PII include, but are not limited to, name, address, phone or fax number, signature, date of birth, e-mail address, method of payment, and payment card information. RTD Personally Identifiable Information, or RTD PII, means any PII relating to RTD's customers, employees, or agents.

Consultant shall comply with RTD's policies and procedures, of which it has been given notice, in order to ensure and maintain the confidentiality, security, safety, and integrity of all RTD PII, including physical, electronic, and procedural safeguards designed to prevent unauthorized access or use and protect against known or anticipated threats to the security or integrity of such data. This includes, but is not limited to, the secure transport, transmission and storage of RTD PII used or acquired in the performance of this Contract. **RTD shall not transmit PII from its information technology systems and environments to the Consultant. Consultant shall not receive, host, maintain, or store RTD PII on Consultant-owned or leased servers or within Consultant's information technology environment.** Notwithstanding the generality of the foregoing requirements, Consultant will adhere to the following requirements concerning RTD PII to the extent applicable to the services being provided:

- A. Consultant may not, except as authorized or required by law, reveal or divulge to any person or entity any RTD PII that becomes known to it during the term of this Contract. Consultant may not use or attempt to use any such information in any manner that may injure or cause loss, either directly or indirectly, to RTD.
- B. Consultant must maintain policies and programs that prohibit unauthorized disclosure of RTD PII and promote training and awareness of information security policies and practices. Consultant must comply, and must cause its employees, representatives, agents, and subconsultants to comply, with such commercially and operationally reasonable directions as RTD may make to promote the safeguarding or confidentiality of RTD PII.
- C. Consultant must conduct background checks for employees or subconsultants that have access to RTD PII or host RTD PII.
- D. Consultant must limit access to computers and networks that host RTD PII to the extent such PII is hosted on computers and networks within the Consultant's control, including without limitation through user credentials and strong passwords, data encryption both during transmission and at rest, firewall rules, and network-based intrusion detection software.

- E. Consultant agrees to comply with the applicable information handling and confidentiality requirements outlined in the California Information Practices Act (Civil Code sections 1798 et. seq.) and Civil Code Section 1798.81.5(b).

This Section will survive termination or expiration of this Contract.

2. DATA SECURITY

Consultant must, to the extent applicable to the Services, provide those administrative, physical, and technical safeguards for protection of the security, confidentiality, integrity, and availability of RTD PII pursuant to the minimum standards of care recommended by the California Attorney General in her February 2016 report (See <https://oag.ca.gov/breachreport2016>). In particular:

- A. Consultant agrees to properly secure and maintain any computer, hardware and software applications, or electronic media that it will use in the performance of this Contract. This includes ensuring all security patches, upgrades, and anti-virus updates are applied.
- B. Consultant, its employees, agents, subconsultants, and Consultants may not download or otherwise store any RTD PII onto any Consultant computer, desktop, laptop, thumb drives, disks, or other portable memory device.
- C. Consultant represents that its hosting environment is built upon a secure infrastructure, which undergoes examinations from an independent auditor in accordance with the minimum standards of care recommended by the California Attorney General in her February 2016 report (see above). For added security, Consultant will use multi-factor authentication when accessing the infrastructure. In addition to the independent audit, RTD will have the right at any time, upon reasonable notice, to audit and inspect: (i) Consultant's facilities where RTD PII is stored or maintained; (ii) any computerized software used to share, disseminate or otherwise exchange RTD PII; and (iii) Consultant's security practices and procedures, data protection, business continuity and recovery facilities, resources, plans and procedures related to software where RTD PII is shared, disseminated or otherwise exchanged. The audit and inspection rights hereunder will be for the purpose of verifying Consultant's compliance with this Contract, and all applicable laws. Any non-governmental auditors, including government contractors, shall sign a reasonable non-disclosure agreement provided by Contractor. RTD agrees that all information and resulting audit reports regarding Consultant's security practices and IT systems are the confidential and proprietary information of the Contractor.
- D. Consultant represents that Consultant's management access to the hosting infrastructure is limited to authorized support staff. The security architecture has been designed to control appropriate logical access to the infrastructure to meet industry standards.
- E. Notwithstanding anything to the contrary in this Contract, Consultant agrees to retain RTD PII for no longer than three days after the completion date of this

Contract and RTD's confirmation that Consultant may proceed with such deletion. At the conclusion of this retention period, Consultant agrees to use U.S. Department of Defense ("DoD") –approved method and removal of RTD PII from any files, with said service being included in the total cost of this Contract. Discarded RTD PII will be unavailable and unrecoverable following the purge on any storage media including, but not limited to, magnetic disk, optical disk, and memory chips ("Storage Media"). Consultant agrees to destroy hard-copy documents containing RTD PII by means of a cross-cut shredding machine. Consultant also agrees to use DoD—approved methods, or an alternate RTD-approved method, to sanitize any Storage Media prior to discarding or when useful life has ended, whichever comes first. At the conclusion of the performance period of this Contract, Consultant will submit a certification to RTD's Project Manager that all electronic or hard-copy format RTD PII has been destroyed in accordance with the Contract.

- F. To the extent Consultant has access to Personal Health Information or is storing or hosting Personal Health Information on Consultant's servers or in Consultant's environments, Consultant is responsible for complying with the relevant provisions of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), contained in Title XIII, Subtitle D of the American Reinvestment and Recovery Act of 2009, and the Health Insurance Portability and Accountability Act (HIPAA), including all data security and privacy requirements thereof.

This Section will survive termination or expiration of this Contract.

3. NOTICE OF SECURITY BREACH

Consultant must immediately notify RTD when it discovers that there may have been a data security incident involving information that was stored, hosted, or maintained on Consultant's servers, or in Consultant's environments that has or may have resulted in compromise to RTD PII. For purposes of this Section, immediately is defined as within twenty-four hours of discovery. Consultant must immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of any suspected breach or security vulnerability—and must promptly alert RTD of any such circumstances, including information sufficient for RTD to assess the nature and scope of any suspected data breach. In the event of an unauthorized disclosure of RTD PII resulting from breach of Consultant's information systems, Consultant will be liable for paying for the following costs to remediate any such unauthorized disclosure:

- A. The reasonable cost of providing notice of the breach to individuals affected by such breach;
- B. The reasonable cost of providing required notice of the breach to government agencies, credit bureaus, and/or other required entities;

- C. The cost of providing individuals affected by such breach with credit protection services designed to prevent fraud associated with identity theft crimes for a specific period not to exceed 12 months; and
- D. Any other service required by applicable law.

Consultant must provide any information and/or support to RTD in issuing the actual notification. This Section will survive termination or expiration of this Contract.

Exhibit B Scope of Services

Check one

☐ **Project** ☒ **Staff Augmentation**

1. Engagement Team Leaders and Project Staffing:

- Chris Malouf, Managing Director
- Annie Hanson, Director
- Manager / Senior Consultant

HR:

- 2 HR Coordinators at \$75

Payroll:

- 1 Payroll Manager at \$105
- 1 Payroll Analyst \$70

AP:

- 1 Accounting Manager at \$105
- 1 AP Clerk at \$70
- 1 Staff Accountant \$75

Upon establishing and confirming the project schedule and specific requirements of Protiviti resources with **Robert Kyle, Chief Financial Officer**, Client's project sponsor, Protiviti will require at least two weeks' notice prior to the effective date of any modification to the Protiviti personnel schedules.

2. Client's Project Manager and Additional Client Contacts:

- Robert Kyle, Chief Financial Officer
- John Hodson, Chief Information Officer
- Ravi Sharma, Finance Manager

3. Name of Project: Fiscal 2024 Financial Statement Support

4. Project Description:

Client desires to engage Protiviti to support the recreation of FY24 financial transactions including payroll, accounts payable and HR employee records.

Protiviti's work will consist of:

- Identify key stakeholders and host working sessions to understand San Joaquin RTD's payroll process.
- Review any existing documentation (i.e. process procedures, union contracts, etc.).

- Develop detailed project plan and maintain with daily updates.
- Support the following workstreams to recreate fiscal 2024 financial information:
 - Payroll - recreate and post bi-weekly payrolls in payroll module. Post any related journal entries (i.e. bonus accrual, vacation accrual, payroll cut-off, etc.)
 - HR – Enter all non-active HR files into the new HR module and pull and enter HR information missing in the system
 - Accounts Payable = recreate PO's, record invoices and related accruals
- Host weekly status updates with project sponsor.

Client will perform the following tasks and provide Protiviti the following information:

- Maintain senior management sponsorship for the project,
- Timely access to appropriate personnel for interviewing and review,
- Maintain overall responsibility for management decisions concerning the project,
- Provide ongoing direction regarding scope and objectives,
- Timely review of Protiviti deliverables.

5. Assumptions:

Protiviti has made the following assumptions:

- San Joaquin RTD key stakeholders will be available to conduct initial knowledge transfer, provide supporting documentation, and support questions as needed.
- Client will provide timely review of Protiviti work product, deliverables, and provide timely responses to any open items / questions.
- Any significant changes or modifications to the scope of work, may impact the proposed timeline and fees.

Client shall not permit or require Personnel (i) to sign contracts or statements, (ii) to make any final decisions regarding system design, software development or the acquisition of hardware or software, (iii) to make any management decisions, (iv) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, (v) to perform Services remotely (e.g., on premises other than Client's or Client's customer's premises), or to use computers, software or network equipment owned or licensed by the Personnel, or (vi) to operate machinery (other than office machines) or automotive equipment belonging to the Client.

Since Protiviti is not a professional accounting firm, Client agrees that it will not permit or require Personnel (a) to render an opinion on behalf of Protiviti or on Client's behalf regarding financial statements, (b) to sign the name of Protiviti on any document or (c)

to sign their own names on financial statements or tax returns. Client agrees that it will provide safe working conditions.

6. Deliverables:

- Detailed Project Plan with milestones, tasks, timeline, owners
- Fiscal 2024 Data for Payroll and AP recreated and booked in Finance Enterprise
- Relevant HR information entered into the system

Exhibit C
Compensation, Invoicing and Payment

For the satisfactory performance and completion of the Services under this Contract, RTD will compensate Contractor as set forth herein.

A. COMPENSATION: This is a labor hour contract with a maximum value of \$245,000.00, for which amount Contractor agrees to complete the Services defined in this Contract. The compensation includes Contractor's total direct costs, indirect costs, and profit, including all labor, materials, taxes, and other expenses incurred by Contractor in the performance of this Contract. No additional compensation will be paid without a written amendment to this Contract. Contractor is not authorized to provide Services hereunder exceeding the above-stated amount and the Contractor agrees that if it exceeds the maximum value it does so at its own risk.

1. LABOR COSTS: The Services shall be invoiced in accordance with the following rate schedules.

a. **Exempt Personnel:** RTD shall pay for work by exempt personnel (as determined under the Fair Labor Standards Act, 29 U.S.C. § 201-219) at the labor rates listed below, which include direct labor, indirect labor, overhead and profit. RTD will not pay premium pay for exempt personnel.

Classification	Hourly Rate
Managing Director	\$350
Director	\$275
Associate Director	\$250
Senior Manager	\$235
Manager	\$200
Senior Consultant	\$155
Consultant	\$125

Note, specialized resources (i.e. Payroll Manager, Inventory Specialist, etc.) may be added as mutually agreed upon depending on the project need. Rates for specialized resources will be mutually agreed to by the parties.

B. INVOICING:

1. INVOICE FORMAT: RTD shall pay Contractor on the basis of invoices submitted every month for the Services performed during the preceding month. Invoices shall be in a form acceptable to RTD and each invoice must include:

- Contract Number.
- Name, classification and labor rate of employee.
- Description of work performed.
- Hours worked by employees.
- Total costs.
- Percent of schedule and budget expended.

Contractor shall also furnish such other information, as may be requested by RTD, to substantiate the validity of an invoice.

2. **WAIVER:** Contractor shall be deemed to have waived the right to payment for Services not invoiced within six (6) months of the date the services were performed. For purpose of this provision the date of the invoice shall be the date of receipt by RTD.
3. **INVOICE SUBMITTAL:** Contractor shall submit invoices by e-mail to the address listed below. Invoices shall be in a PDF, word, or excel format.

Email: RTD-AccountsPayable@SJRTD.com

4. At its sole discretion, RTD may decline to make full payment for any portion of the Services until such time as Contractor has documented, to RTD's satisfaction, that Contractor has fully completed all of the portion of the Services billed for in the invoice. RTD's payment in full for any portion of the Services shall not constitute RTD's final acceptance of any or all of Contractor's work. Should RTD contest any portion of an invoice, that portion shall be held for resolution, and the uncontested balance shall be processed for payment. RTD may, at any time, conduct an audit of any and all records kept by Contractor related to the Services performed under this Contract. Any overpayment uncovered in such an audit may be charged against the Contractor future invoices and any retention funds.

PROMPT PAYMENT: RTD will pay approved invoices within thirty (30) days after receipt. Contractor must pay subcontractors for satisfactory performance of any of the Services performed by subcontractors within ten (10) days of receipt of payment by RTD for such Services. Contractor must return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed.

Exhibit D Insurance Requirements

Without limiting any other obligation or liability under the Contract, the Contractor and its subcontractors, at its sole cost and expense, prior to commencing work, shall secure and keep in force during the entire term of the Contract or longer, as may be specified below, the following insurance coverage, limits, and endorsements. If the Contractor maintains higher limits than the minimums shown below, RTD requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Under the Contract, the Contractor and its subcontractors are bound to the provisions stated herein.

1. MINIMUM SCOPE AND LIMIT OF INSURANCE		
TYPE OF INSURANCE COVERAGES (Coverage shall be at least as broad as those stated below)		MINIMUM COVERAGE LIMITS (Policies shall contain limits no less than those stated below)
A	<u>Commercial General Liability (CGL)</u> Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including, but not limited to: Premises Liability; Products-Completed Operations, Contractual Liability; Personal and Advertising injury.	\$1,000,000.00 per occurrence and \$2,000,000.00 aggregate
B	<u>Automobile Liability</u> ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9). <u>Personal Automobile Liability</u> is acceptable for individual Contractors with no transportation or hauling related activities	\$1,000,000.00 per accident for bodily injury and property damage, any auto
C	<u>Workers' Compensation (WC) and Employers Liability (EL)</u> As required by the State of California, with Statutory Limits, and Employer's Liability (EL) Insurance. Required for all Contractors and subcontractors with employees	<u>WC</u> : Statutory Limits <u>EL</u> : \$1,000,000.00 per accident for bodily injury or disease
D	<u>Professional Liability (Errors and Omissions)</u> Insurance appropriate to Contractor's profession.	\$1,000,000.00 per occurrence or claim \$2,000,000.00 annual aggregate

"Other Insurance Provisions" section located on the following page

2. OTHER INSURANCE PROVISIONS	
A	<p><u>Additional Insured Endorsements:</u></p> <p>The San Joaquin Regional Transit District (RTD), its Board, the Retirement Board and the individual members thereof, all their officials, agents, employees, volunteers, and representatives thereof, are to be covered as additional insureds to the following policy(ies), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.</p> <p>1. <u>Commercial General Liability (CGL):</u> General liability coverage can be provided in the form of an endorsement to the required insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).</p>

B Other Insurance Provisions:

1. **PRIMARY COVERAGE:** For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects to RTD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by RTD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
2. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage(s) for subcontractors shall be subject to all of the requirements stated herein, to include "Item A, Additional Insured Endorsements", above.
3. **NOTICE OF CANCELLATION:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to RTD. All required insurance shall be endorsed to provide thirty (30) days advance written notice to RTD of cancellation by the insurance carrier. Contractor is required to provide RTD with thirty (30) days advance written notice for non-renewal of the coverage and the amount thereof, or a material reduction in coverage.
4. **WAIVER OF SUBROGATION:** Contractor hereby grants to RTD a waiver of any right to subrogation which Contractor's general liability policy insurer may acquire against RTD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not RTD has received a waiver of subrogation endorsement from the insurer.
5. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:
 - a. Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party)", or at minimum named as an "Additional Insured" on the other's policies.
 - b. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured."
6. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Contract with the following exception: Insurance policies and coverage(s) written on a claims-made basis (refer to item 8 below which contains claims made policy provisions). **Lapse(s) in coverage** is not permitted and Contractor is to ensure that a lapse in coverage does not occur.
7. **CLAIMS-MADE POLICIES (Note – applicable only to Professional Liability coverage, see below):**
If any of the required policies provide claims-made coverage:

	<p>i. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.</p> <p>ii. Insurance must be maintained and evidence of insurance must be provided <i>for at least two (2) years after completion of the Contract of work.</i></p> <p>iii. If coverage is canceled or non-renewed, and not replaced <i>with another claims-made policy form with a Retroactive Date prior to</i> the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of <i>two (2)</i> years after completion of work.</p> <p>8. <u>REDUCTION OR LIMIT OF OBLIGATION:</u> Pursuant to the provisions of this Contract, insurance affected or procured by the Contractor shall not reduce or limit Contractor's Contractual obligation to indemnify and defend the Indemnified Parties.</p> <p>9. <u>INSURER LOCATION:</u> The insurance carrier(s) providing the required coverage(s) shall be licensed in the state where the Contractor is headquartered.</p> <p>10. <u>ACCEPTABILITY OF INSURERS:</u> (a) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to RTD. Acceptance of Contractor's insurance by RTD shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</p> <p>11. <u>INSURANCE SUBMITTAL:</u> Before commencing operations under this Contract, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to RTD, evidencing that all required insurance coverage is in effect. The required certificate(s) and endorsements must be sent to: RTD – Director of Procurement, P.O. Box 201010, Stockton, California 95201. Contractor is responsible for providing updated evidence of coverage to RTD throughout the life of the Contract and in accordance with claims-made basis written policies and coverage(s). Contractor shall ensure that RTD is provided with the most recent Certificates of Insurance and endorsements.</p>
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Exhibit E
Contractor's Certificate of Insurance
(Inserted on the next page)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 500 N. Brand Boulevard Suite 100 Glendale CA 91203	CONTACT NAME: Robert Half Certificates PHONE (A/C. No. Ext): 818-539-1463 E-MAIL ADDRESS: roberthalf_certificates@ajg.com FAX (A/C. No): 818-539-1801														
INSURED Protiviti Government Services, Inc. 1737 King Street, Ste. 320 Alexandria, VA 22314	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Federal Insurance Company</td> <td style="text-align: center;">20281</td> </tr> <tr> <td>INSURER B: Safety National Casualty Corporation</td> <td style="text-align: center;">15105</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Federal Insurance Company	20281	INSURER B: Safety National Casualty Corporation	15105	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

 License#: 0D69293
 ROBEHAL-03
COVERAGES**CERTIFICATE NUMBER:** 599756664**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stop Gap Em.Liab <input checked="" type="checkbox"/> in OH, WA, WY, ND GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			3579-66-87	6/1/2024	6/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Employer Liability \$1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7323-32-17	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll.Ded: \$1,000/\$1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			7921-71-07	6/1/2024	6/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	See Attached Supplemental	6/1/2024	6/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance Only.

CERTIFICATE HOLDER**CANCELLATION**
 Protiviti Government Services
 1737 King St Ste 320
 Alexandria VA 22314-2727

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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2024-2025 RHI Workers Compensation Policy Numbers

<u>Policy#</u>	<u>States</u>	<u>Eff. Date</u>	<u>Exp. Date</u>	<u>Issuing Company</u>	<u>NAIC #</u>
Robert Half International Inc. and Protiviti Inc.					
LDS4064812	AOS: AL, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, OK, OR, PA RI, SC, SD, TN, TX, UT, VT, VA, WV, WY	6/1/2024	6/1/2025	Safety National Casualty Corp	15105
PS 4064813	WI	6/1/2024	6/1/2025	Safety National Casualty Corp	15105



Attachment B
Cover Page

FIRST AMENDMENT

by and between

SAN JOAQUIN REGIONAL TRANSIT DISTRICT

and

PROTIVITI GOVERNMENT SERVICES, INC.

THIS FIRST AMENDMENT (the “First Amendment”) is made and entered into on March 28, 2025 by and between San Joaquin Regional Transit District (RTD) and Protiviti Government Services, Inc. (Contractor), a Maryland corporation, having its principal place of business at 1737 King St, Suite 320, Alexandria, VA 22314 (collectively referred to as the “Parties”).

WHEREAS, RTD and Contractor entered into Contract No. 25008-S on December 20, 2024 for enterprise resource planning (ERP) data reconstruction services (the “Contract”); and

WHEREAS, the Parties now desire to amend the Contract to increase the not-to-exceed contract price by \$683,500.00 for a new total contract not-to-exceed price of \$928,500.00.

NOW, THEREFORE, the Parties agree as follows:

1. The first sentence of Section A, “Compensation” in Exhibit C, “Compensation, Invoicing and Payment” of the Contract is deleted in its entirety and replaced with the following:

This is a labor hour contract with a maximum value of \$928,500.00, for which amount Contractor agrees to complete the Services defined in this Contract.

Except for those changes expressly specified in this First Amendment, all other provisions, requirements, conditions, and sections of the underlying Contract shall remain in full force and effect.

IN WITNESS WHEREOF, RTD and Contractor have executed this First Amendment effective as of the date first written above.

**SAN JOAQUIN REGIONAL
TRANSIT DISTRICT**

DocuSigned by:
BY: Alex Clifford 3/27/2025
Alex Clifford
Chief Executive Officer

**PROTIVITI GOVERNMENT SERVICES,
INC.***

DocuSigned by:
BY: John Owen 3/27/2025
John Owen
NAME: _____
TITLE: Managing Director

APPROVED:

Signed by:
Thomas Dempsey
THOMAS DEMPSEY
Director of Procurement

APPROVED AS TO FORM:

Signed by:
Julie A. Sherman
JULIE A. SHERMAN
Attorney for RTD

*If Contractor is a Corporation, this Contract must be executed by two officers of the corporation, consisting of one officer from each of the two separate categories: (1) the President, Vice President, or Chair of the Board; and (2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer. In the alternative, this Contract may be executed by a single Officer or a person other than an Officer provided demonstrating that such individual is authorized to bind the Corporation (e.g. – a copy of a certified resolution from the Corporation’s bylaws).



Attachment C
Cover Page



CONTRACT FOR SERVICES

Contract No.: 26007-S

THIS CONTRACT for enterprise resource planning (ERP) data reconstruction services Contract is made and entered into on September 19, 2025, by and between the **SAN JOAQUIN REGIONAL TRANSIT DISTRICT (RTD)**, a public transit district and **PROTIVITI GOVERNMENT SERVICES, INC.** (Contractor), a Maryland corporation (collectively referred to as "the Parties").

WHEREAS, RTD desires to obtain ERP data reconstruction services; and

WHEREAS, Contractor possesses the necessary skills and knowledge to perform the work.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. CONTRACT DOCUMENTS. This Contract consists of the documents listed below, which are attached to and incorporated into this Contract:

- a. This Contract and any amendments
- b. Exhibit A, Data Security, Privacy and Cloud Software Requirements
- c. Exhibit B: Scope of Services
- d. Exhibit C: Compensation, Invoicing and Payment
- e. Exhibit D: Insurance Requirements
- f. Exhibit E: Contractor's Certificate(s) of Insurance

In the event of conflict between or among the terms of the Contract documents, the order of precedence will be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

2. SCOPE OF SERVICES. Contractor will provide the services set forth in **Exhibit B** (Services) in accordance with the terms and conditions of this Contract.

Contractor is responsible for performing all work necessary to complete, in a manner satisfactory to RTD, the work described in this Agreement, and in properly approved amendments to this Agreement. In the performance of its work, Contractor represents that it (1) will diligently and professionally perform the work required in by the Contract; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

3. CONTRACT TERM; TIME FOR PERFORMANCE.

The term of this Contract will be for a two (2) year term commencing upon October 1, 2025 and ending on September 30, 2027, unless terminated earlier by RTD. Contractor



will furnish RTD with all the materials, equipment and services called for under this Contract.

RTD reserves the right, in its sole discretion, to exercise up to three 1-year option term(s) to extend the Contract, pursuant to the terms of this Contract. If RTD determines to exercise the option term(s), RTD will give Contractor at least thirty (30) days' written notice of its determination or exercise the option term(s) through a contract amendment.

Contractor will commence performance of this Contract immediately following receipt of a Notice to Proceed from RTD. In the event that **Exhibit B** includes more than one project or phase, RTD will issue a separate Notice to Proceed with respect to each project or phase. Contractor may not commence performance of any project or phase of this Contract until it receives a duly executed Notice to Proceed from RTD.

4. REPRESENTATIVES.

- a. Contractor's Representative. At all times during the Contract term, Alvin Zhang, Annie Hanson, Turkan Bayramova, and John Tufaro will serve as Contractor's primary staff person to undertake, render, and oversee the Services. Upon written notice by Contractor and approval by RTD, which will not be unreasonably withheld, Contractor may substitute this person with another person, who will possess similar qualifications and experience for this position.
- b. RTD's Representative. Except when approval or other action is required to be given or taken by the RTD Board of Directors, RTD's Chief Executive Officer, or such person(s) as they will designate in writing from time to time, will represent and act for RTD.

5. COMPENSATION, INVOICING and PAYMENT. Contractor will be paid for satisfactory performance of the Services in accordance with **Exhibit C.**

6. NOTICES.

- a. All communications relating to the day-to-day performance of the Services will be exchanged between RTD's CFO Robert Kyle at Rkyle@SJRTD.COM, or designee, and Contractor's Alvin Zhang, Managing Director at alvin.zhang@protiviti.com.
- b. All other notices and communications deemed by either party to be necessary or desirable to be given to the other party must be in writing and must be given by personal delivery to a party's authorized representative, by email at the addresses following the signature lines at the end of the Contract, or certified mail, postage prepaid, delivered to the addresses following the signature lines at the end of the Contract.

7. OWNERSHIP OF WORK.

- a. "Deliverables" means literary works or other works of authorship (such as documentation, reports and similar works) that Contractor is required to deliver to RTD as part of the Services, in each case as specifically set forth in the Scope of



Services as Deliverables. All Deliverables will be prepared solely for the use of RTD's management, employees and directors. The Deliverables may not be relied upon for any purpose by any third party without the prior written consent of Contractor. Each party grants only the licenses and rights specified in this Contract. No other rights or licenses (including, but not limited to, licenses or rights under patents) are granted either directly, by implication or otherwise.

- b. General. Subject to the terms of this Contract, including Distribution of Deliverables and RTD's fulfillment of all payment obligations hereunder, Contractor agrees that RTD shall own the copyright in the Deliverables if and to the extent the Scope of Services specifies the Deliverables as being owned by the RTD, excluding any Contractor Proprietary Materials (as defined below) and any third-party content that is incorporated into the Deliverables ("RTD Owned Deliverables"). To the extent the Deliverables are not specified in the Scope of Services as RTD Owned Deliverables, the parties acknowledge and agree that the Deliverables are Contractor Proprietary Materials (as defined below). RTD acknowledges that as part of performing Services, the Contractor may utilize, develop, license or purchase proprietary copyrights, patents, trade secrets, software, ideas, concepts, know-how, tools, models, processes, methodologies and techniques (including any derivatives, enhancements or modifications thereto) ((which Contractor originates, develops or purchases or licenses prior to or during the provision of Services) (collectively, "Contractor Proprietary Materials"). RTD acknowledges and agrees that Contractor retains all right, title, and interest in the Contractor Proprietary Materials, including all intellectual property rights therein or related thereto. Subject to the terms of this Contract, including Distribution of Deliverables and RTD's fulfillment of all payment obligations hereunder, Contractor grants and RTD accepts a nonexclusive, nontransferable license to use the Contractor Proprietary Materials within RTD only and solely to the extent necessary to make use of the Deliverables as contemplated by the applicable Scope of Services.
- c. Distribution of Deliverables. Deliverables or other documents or materials that are provided by Contractor that are Contractor-branded or marked as being authored by Contractor, or Deliverables or other documents or materials that, based on the circumstances, context or any related communications, would lead a reasonable reader to understand that Contractor produced, authored or contributed to such Deliverables, documents or materials (collectively, "Branded Deliverables") are for the use and benefit of RTD only and not for any other party (each a "Third Party"), including, but not limited to, RTD's affiliates, shareholders, business partners, contractors or advisors. If RTD desires to disclose Branded Deliverables, or make reference to Contractor, to any Third Party (other than RTD's legal counsel and external auditors who need access to such information and who have agreed to keep such information confidential), RTD will obtain Contractor's prior written approval and, if requested by Contractor, obtain from such Third Party a non-disclosure agreement and release in a form satisfactory to Contractor. Contractor accepts no liability or responsibility to any Third Party who benefits from or uses the Services or gains access to any Deliverables, including, but not limited to, Branded Deliverables. Notwithstanding the foregoing, RTD may disclose and distribute Deliverables if, and solely to the extent that, disclosure is required by the applicable public records act and RTD receives a request for such disclosure;



provided, that RTD provides Contractor with prior written notice of such intended disclosure in sufficient time to allow Contractor to seek confidential treatment of such information.

- d. Data Security, Privacy and Cloud Software Requirements. Refer to **Exhibit A**, appended hereto, for additional data security, privacy and cloud software requirements.

8. **USE OF SUBCONTRACTORS**. Contractor may not subcontract any part of the Services. Notwithstanding the foregoing, Contractor may utilize employees of its parent corporation and affiliates as necessary for the performance of the Services and such utilization shall not be considered a subcontractor relationship.
9. **CHANGES**. RTD may at any time, by written order, make changes to Services. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed by the parties will be made in the limit on compensation as set forth in Exhibit C or in the time of required performance as set forth in Section 3, or both. In the event that Contractor encounters any unanticipated conditions or contingencies that may affect the Services and result in an adjustment in the amount of compensation specified herein, or identifies any RTD conduct (including actions, inaction, and written or oral communications other than a formal Contract modification) that Contractor regards as a change to the Contract terms and conditions, Contractor must advise RTD immediately upon notice of such condition or contingency. The written notice must explain the circumstances giving rise to the unforeseen condition or contingency and state the proposed adjustment in compensation. This notice must be given to RTD prior to the time that Contractor performs work related to the proposed adjustment in compensation. The pertinent changes will be expressed in a written supplement to this Contract issued by RTD prior to implementation of such changes. Failure to provide written notice and receive RTD approval for extra work prior to performing extra work may, at RTD's sole discretion, result in nonpayment of the invoices reflecting such extra work.
10. **TIMING**. RTD acknowledges that Contractor's work is highly dependent on the availability of RTD's personnel, RTD's Contractors, and other factors beyond the control of Contractor. Contractor will use commercially reasonable efforts to assist RTD in meeting any stated deadlines but RTD acknowledges that despite these efforts, due to, among other things, the factors noted above, any stated deadlines and timelines may not be met.
11. **INSURANCE REQUIREMENTS**. Without limiting any other obligation or liability under this Contract, Contractor and its subcontractors, at its sole cost and expense, must secure and keep in force the insurance coverage, limits, and endorsements indicated in **Exhibit D**, "Insurance Requirements," during the entire term of the Contract or longer, as may be required.
12. **CONFIDENTIALITY**. Contractor may have access to certain proprietary or confidential information ("Confidential Information") including, but not limited to, designs, processes, inventions, methods, business strategies, plans, and operations. All of the Confidential Information will remain the sole property of RTD and will not be used or duplicated by Contractor except in connection with the Services to be performed by Contractor under



this Contract. Contractor will keep the Confidential Information in the strictest confidence and will not disclose it by any means to any third party, except as required by law or regulation or with RTD's prior written approval, and only to the extent necessary to perform the Services. Contractor may disclose the Confidential Information to its employees or Contract personnel only to the extent necessary to perform the Services and only after they have agreed in writing to the provisions of this section.

Contractor, its employees, subcontractors, subconsultants and agents, will not release any reports, information, or other materials prepared in connection with this Contract, whether deemed confidential or not, without the approval of RTD's CEO or designee except as required by law or regulation.

Upon termination of this Contract, Contractor will return to RTD all of the Confidential Information in Contractor's possession, including computer files, written documents and notes, and will cease to make any further use of it. Contractor's obligations under this section will remain in effect during the term of this Contract and will continue after its termination.

13. RESPONSIBILITY; INDEMNIFICATION.

- a. Contractor will be responsible for the work performed under the terms of this Contract to the extent provided by law. RTD will not be held liable or responsible for the maintenance and/or safety of Contractor's equipment or supplies placed upon RTD's property in accordance with this Contract. Contractor acknowledges that it assumes full responsibility for any loss or damage to its equipment and supplies.
- b. Contractor will defend, indemnify and hold harmless RTD and its directors, officers, agents and employees against any and all claims, losses, suits, demands, and liens including attorneys' fees and costs, brought against RTD, its directors, officers, agents or employees, arising out of any of the following: (i) Any injury to persons or tangible property that may occur, or that may be alleged to have occurred, caused by a negligent act or omission or willful misconduct by Contractor or its employees, subcontractors, consultants, subconsultants or agents in the performance of this Contract; or (ii) Any allegation that materials or services provided by Contractor under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party; or (iii) any disclosure or allegation thereof of RTD PII, as defined in **Exhibit A**, "Data Security, Privacy and Cloud Software Requirements".
- c. Contractor will defend or settle, at Contractor's own expense, any action, claim or suit against RTD for which it is responsible hereunder, and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against RTD or its directors, officers, agents or employees, Contractor will, at its expense, satisfy and discharge the same. As a condition to any indemnity hereunder, RTD will notify Contractor promptly of any claim for which RTD believes Contractor is responsible hereunder.
- d. This section will survive termination or expiration of the Contract.



14. **CONTRACTOR'S STATUS.** Neither Contractor nor any party contracting with Contractor will be deemed to be an agent or employee of RTD. Contractor is and will be an independent contractor and the legal relationship of any person performing services for Contractor will be one solely between that person and Contractor.
15. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.** Contractor agrees to comply with all federal, state and local laws and regulations applicable to the work described in the Scope of Services, including without limitation, those requiring business permits, certificates and licenses necessary to perform the Services described in this Contract.
16. **COOPERATION OF RTD.** RTD agrees to comply with all reasonable requests of Contractor and provide access to all records, documents and/or equipment reasonably necessary to perform the Services, in RTD's sole discretion.
17. **RTD WARRANTIES.** RTD makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Contract.
18. **CONTRACTOR WARRANTIES.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CONTRACT, CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
19. **CLAIMS OR DISPUTES.** Contractor will be solely responsible for providing timely written notice to RTD of any claims for additional compensation and/or time in accordance with the provisions of this Contract. It is RTD's intent to investigate and attempt to resolve any Contractor claims before Contractor has performed any disputed work. Therefore, Contractor's failure to provide timely notice will constitute a waiver of Contractor's claims for additional compensation and/or time.

Contractor will not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by RTD, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given RTD due written notice of a potential claim. The potential claim will set forth the reasons for which Contractor believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by RTD, such notice will be given to RTD prior to the time that Contractor has started performance of the work giving rise to the potential claim for additional time and/or compensation. Where advance notice is not practicable, notice shall be timely if tendered to RTD within 10 days of the happening of the event or occurrence giving rise to the potential claim. In all other cases, notice will be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, Contractor will continue to work during the dispute resolution process in a diligent and timely manner as directed by RTD and will be governed



by all applicable provisions of the Contract. Contractor will maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached that resolves Contractor claim, the Parties will execute a Contract modification to document the resolution of the claim. If the Parties cannot reach an agreement with respect to Contractor claim, they may choose to pursue a dispute resolution process or to terminate the Contract.

20. REMEDIES. In the event Contractor fails to comply with the requirements of this Contract in any way, and does not cure such failure within ten (10) calendar days after receiving written notice, RTD reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Contract in whole or in part.

21. TEMPORARY SUSPENSION OF WORK. RTD, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as RTD may deem necessary. RTD may suspend the work for any reason, including without limitation, Contractor's failure to perform work or carry out its responsibilities in accordance with this Contract and factors that are not Contractor's responsibility. Contractor will comply immediately with RTD's written order to suspend the work wholly or in part. The suspended work will be resumed when Contractor is provided with written direction from RTD to resume the work. If the suspension is due to Contractor's failure to perform work or carry out its responsibilities in accordance with this Contract, or other action or omission on the part of Contractor, all costs will be at Contractor's expense and no schedule extensions will be provided by RTD. In the event of a suspension of the work, Contractor will not be relieved of Contractor's responsibilities under this Contract, except the obligations to perform the work that RTD has specifically directed Contractor to suspend under this section. If the suspension is not the responsibility of Contractor, suspension of all or any portion of the work under this section may entitle Contractor to compensation and/or schedule extensions subject to the Contract requirements.

22. TERMINATION.

- a. Expiration of Term. This Contract will terminate upon the expiration date set forth in Section 3 unless extended by a mutually agreed upon written amendment to this Contract, or terminated earlier pursuant to this section.
- b. Mutual Consent. This Contract may be terminated with the written mutual consent of both Parties, upon such terms and conditions as may be mutually agreed.
- c. Termination by Default. In the event that Contractor fails to perform any obligations or fulfill any requirement under this Contract within ten (10) calendar days after receiving written notice provided in accordance with Section 6 from RTD to do so, RTD may terminate this Contract for default. If Contractor cures the default within the cure period, but subsequently defaults again, RTD may immediately terminate the Agreement without further notice or right to cure. In the event of the filing a petition for bankruptcy by or against Contractor or for appointment of a receiver for Contractor's property, RTD may terminate this Contract immediately without the ten (10) day cure period.



Upon receipt of a notice of termination for default, Contractor may not commit itself to any further expenditure of time or resources. RTD agrees to remit final payment to Contractor in an amount to cover only those sums actually due and owing from RTD for work performed in full accordance with the terms of the Contract as of the effective date of termination.

In the event of termination for default, RTD will be under no obligation to pay to Contractor the Contract price, or any portion thereof, unless RTD finds Contractor has partially performed said Contract to RTD's satisfaction, under which circumstances RTD will pay Contractor for the work satisfactorily completed prior to the effective date of termination, less all damages and losses suffered by RTD as a result of Contractor's failure to perform in accordance with the Contract.

RTD is not in any manner liable for Contractor's actual or projected lost profits had Contractor completed the Services required by this Contract, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this Contract become the property of RTD upon the effective date of the termination for default.

The rights afforded to RTD under this subpart are in addition to any other rights provided by law or set forth in this Contract. RTD may exercise any or all of such rights, which individually or conjunctively will totally compensate RTD for the damages, suffered by RTD resulting from Contractor's default.

- d. Termination for Convenience. RTD may terminate this Contract at any time for convenience by giving Contractor at least thirty (30) calendar days' prior written notice provided in accordance with Section 6. Upon receipt of such notice, Contractor may not commit itself to any further expenditure of time or resources, except for costs reasonably necessary to effect the termination. If RTD terminates the Contract for convenience, RTD agrees to pay Contractor, in accordance with the provisions of Exhibit B, all sums actually due and owing from RTD upon the effective date of termination, plus any costs reasonably necessary to effect the termination. Contractor is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Contract as of the date of termination are the property of RTD upon the effective date of the termination for convenience. Contractor and its subcontractors must cooperate in good faith in any transition to other vendors or consultants as RTD deems necessary. Failure to so cooperate is a breach of the Contract and grounds for the termination for convenience to be treated as a termination for default.
- e. Rights and Remedies. RTD's rights and remedies provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

23. LIQUIDATED DAMAGES. Not Applicable.



- 24. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS.** All Contractor and subcontractor costs incurred in the performance of this Contract will be subject to audit. Contractor and its subcontractors will permit RTD, the State Comptroller, and their authorized representatives, to inspect, examine, make excerpts from, transcribe, and copy Contractor's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Contract at any reasonable time, and to audit and verify statements, invoices or bills submitted by Contractor pursuant to this Contract. Contractor will also provide such assistance as may be required in the course of such audit. Contractor will retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Contract. If, as a result of the audit, it is determined by RTD's auditor or staff that reimbursement of any costs including profit or fee under this Contract was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, Contractor agrees to reimburse RTD for those costs within sixty (60) days of written notification by RTD.

Any non-governmental auditors, including government contractors, shall sign a reasonable non-disclosure agreement provided by Contractor.

- 25. NON-DISCRIMINATION ASSURANCE.** Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, Contractor agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. Contractor shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Contract. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as RTD deems appropriate.

- 26. EQUAL EMPLOYMENT OPPORTUNITY (EEO).** In connection with the performance of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting



officer setting forth the provisions of this nondiscrimination clause. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

Contractor will, in all solicitations or advancements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

27. CONFLICTS OF INTEREST.

- a. General. Depending on the nature of the work performed, a contractor of RTD may be subject to the same conflict of interest prohibitions established by California law that govern RTD's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of this Contract, Contractor and its employees may be required to disclose financial interests.

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

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

- b. Organizational Conflicts of Interest. Contractor will take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Contract and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to RTD; a firm or person's objectivity in



performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other contract.

Contractor will not engage the services of any subcontractor or independent contractor on any work related to this Contract if the subcontractor or independent contractor, or any employee of the subcontractor or independent Contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Contract.

If at any time during the Contract term, Contractor becomes aware of an organizational conflict of interest in connection with the work performed hereunder, Contractor will promptly provide RTD with written notice of the facts and circumstances giving rise to this organizational conflict of interest. Contractor's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the Contract term, RTD becomes aware of an organizational conflict of interest in connection with Contractor's performance of the work hereunder, RTD will similarly notify Contractor.

In the event a conflict is presented, whether disclosed by Contractor or discovered by RTD, RTD will consider the conflict presented and any alternatives proposed and meet with Contractor to determine an appropriate course of action. RTD's determination as to the manner in which to address the conflict will be final.

During the Contract term, Contractor must maintain lists of its employees providing services hereunder, and the subcontractors and independent contractors used and their employees providing services hereunder. Contractor must provide this information to RTD upon request. However, submittal of such lists does not relieve Contractor of its obligation to assure that no organizational conflicts of interest exist. Contractor will retain this record for five (5) years after RTD makes final payment under this Contract. Such lists may be published as part of future RTD solicitations.

Contractor will maintain written policies prohibiting organizational conflicts of interest and will ensure that its employees are fully familiar with these policies. Contractor will monitor and enforce these policies and will require any subcontractors and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject Contractor to damages incurred by RTD in addressing organizational conflicts that arise out of work performed by Contractor, or to termination of this Contract for breach.

- c. Verification of Compliance. Contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this Contract have been informed of the provisions of this clause. Any subcontractor



that performs any work relative to this contract shall be subject to this clause. Contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause. For the purposes of this section, the term "Contractor" means Contractor, its subsidiaries and affiliates, joint ventures involving Contractor, any entity with which Contractor may hereafter merge or affiliate and any other successor or assignee of Contractor.

28. CALIFORNIA PUBLIC RECORD ACT REQUESTS.

- a. In response to a request made pursuant to the California Public Records Act (CPRA), Contractor consents to the release of: this Contract, with any information that is marked proprietary or confidential redacted; any communication between Contractor and RTD not marked as confidential by Contractor and included in a confidentiality index accepted by RTD; and any other materials shared with RTD not marked as confidential by Contractor and included in a confidentiality index accepted by RTD; and any Deliverables with any information that is marked proprietary or confidential redacted.
- b. Contractor waives all claims against the RTD, its directors, officers, employees and agents, for the disclosure of information not marked as proprietary or confidential by Contractor. RTD will have no obligation to withhold any information from disclosure and may release the information sought without liability to the RTD.
- c. Upon receipt of a request pursuant to the CPRA seeking this Contract, Contractor's proposal, or any other communication or material Contractor has marked as confidential and included in a confidentiality index accepted by RTD, RTD may disclose the Contract and communications or other materials or may withhold material designated in the confidentiality index that is exempt from disclosure under the CPRA. If RTD determines that information in the confidentiality index is not exempt from disclosure, RTD will give reasonable notice, such that Contractor may exercise its rights to protect such information, to Contractor prior to releasing any material listed in the confidentiality index.
- d. Contractor agrees to indemnify, defend, and hold harmless RTD, its directors, officers, employees and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting information provided by Contractor), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of information marked as confidential and included in a confidentiality index. If Contractor fails to accept a tender of a defense, RTD reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

29. FEDERAL REQUIREMENTS. Not Applicable.

30. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PLAN REQUIREMENTS. Not Applicable.

31. LABOR CODE REQUIREMENTS. Not Applicable.



32. **WAIVER.** A waiver of any of any breach or covenant of this Contract must be in a writing executed by a duly authorized representative of the party waiving the breach or covenant. A waiver by any of the Parties of a breach or covenant will not be considered to be a waiver of any other succeeding breach or any other covenant unless specifically and explicitly stated in such a waiver.
33. **ATTORNEYS' FEES.** If any legal proceeding should be instituted by either of the Parties to enforce the terms of this Contract or to determine the rights of the Parties under this Contract, the prevailing party in said proceeding will recover reasonable attorneys' fees, in addition to all court costs.
34. **SEVERABILITY.** If any provision of this Contract is deemed invalid or unenforceable, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Contract, and in any event, the remaining provisions of this Contract will remain in full force and effect.
35. **NO THIRD-PARTY BENEFICIARIES.** This Contract is not for the benefit of any person or entity other than the Parties.
36. **APPLICABLE LAW.** This Contract, its interpretation and all work performed under it will be governed by the laws of the State of California. Contractor must comply with all federal, State, and local laws, rules, and regulations applicable to the Contract and to the work to be done hereunder, including all RTD's rules and regulations.
37. **RIGHTS AND REMEDIES OF RTD.** RTD's rights and remedies provided herein will not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
38. **ASSIGNMENT.** Contractor may not assign any of its rights nor transfer any of its obligations under this Contract without RTD's prior written consent.
39. **BINDING ON SUCCESSORS.** All of the terms, provisions, and conditions of this Contract will be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives.
40. **ENTIRE AGREEMENT; MODIFICATION.** This Contract, including any attachments and exhibits, constitutes the complete Contract between the Parties and supersedes any prior written or oral communications. This Contract may be modified or amended only by written instrument signed by both Contractor and RTD. In the event of a conflict between the terms and conditions of this Contract and the attachments and exhibits, the terms of this Contract will prevail.
41. **LIMITATION OF LIABILITY.** Notwithstanding anything to the contrary in this Contract, RTD and Contractor agree that, regardless of the legal theory asserted (including, but not limited to, breach of contract, warranty, negligence or tort): (i) Contractor's entire liability to RTD or any person asserting claims on behalf of or in the name of RTD will not exceed in the aggregate, for all claims, liability, losses, damages or expenses, five hundred thousand (500,000) dollars, provided that this subsection (i) shall not apply to Contractor's indemnification obligations under this Contract; and (ii) neither party shall be liable to the



other party or any person asserting claims on behalf of or in the name of the other party for consequential, indirect, incidental, punitive or special damages of any nature suffered by RTD or Contractor (including, but not limited to, lost profits or business opportunity costs), even if the parties have been advised of the possibility of such damages, provided that this subsection (ii) shall not apply to any indemnification obligations under the Contract.

Notwithstanding the foregoing and anything to the contrary in the Contract, RTD and Contractor agree that Contractor's entire liability to RTD or any person asserting claims on behalf of or in the name of RTD, resulting from a disclosure or allegation thereof of RTD PII, as defined in Exhibit A, "Data Security, Privacy and Cloud Software Requirements, including, without limitation, any reimbursement, indemnity, defense and/or hold harmless obligations arising therefrom, will not exceed in the aggregate, for all claims, liability, losses, damages or expenses, whether direct, indirect, consequential, incidental, punitive or special, two (2) million dollars.

42. **AUTHORITATIVE STANDARDS.** RTD acknowledges that there is no authoritative standard against which risk management, business consulting, and technology consulting practices can be directly compared. In practice, methodologies and approaches vary considerably. New and refined practices continue to evolve and the characterization of policies, procedures or models as sound, "industry standard" or "best" practices" are judgmental and subjective.
43. **THIRD PARTY PRODUCTS.** At RTD's request, Contractor shall install the third-party software (the "Third-Party Products") described in the Scope of Services. RTD acknowledges and agrees that all product warranties, license terms, software support and maintenance for the Third-Party Products are provided directly by the third-party manufacturer to RTD, and that Contractor is not a party to, or liable or responsible for, such warranties, terms, support or maintenance. CONTRACTOR MAKES NO WARRANTIES WITH RESPECT TO THE THIRD-PARTY PRODUCTS AND PROVIDES SUCH PRODUCTS AS-IS, WHERE-IS. RTD ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES RELATING TO THE THIRD-PARTY PRODUCTS SHALL BE THOSE, IF ANY, PROVIDED BY THE THIRD-PARTY MANUFACTURERS, AND RTD SHALL LOOK SOLELY TO THE THIRD-PARTY MANUFACTURERS WITH RESPECT THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ISSUES REGARDING THE USE OR PERFORMANCE OF THE THIRD-PARTY PRODUCTS.

SIGNATURES APPEAR ON NEXT PAGE

RTD:

Date Executed:

SAN JOAQUIN REGIONAL TRANSIT DISTRICT

By: _____
Alex Clifford
Chief Executive Officer

Address, Phone, and Email:

421 East Weber Avenue
Stockton, CA 95202
Phone: (209) 943-1111
Email: contracts@sjrtd.com

APPROVED:

Signed by: Daniel Garza on behalf
of Thomas Dempsey
THOMAS DEMPSEY
Director of Procurement

APPROVED AS TO FORM:

Signed by: Julie A. Sherman
JULIE A. SHERMAN
Attorney for RTD

CONTRACTOR:

Date Executed: 8/27/2025

PROTIVITI GOVERNMENT SERVICES, INC.

DocuSigned by:
John Owen
By: _____
John Owen
Managing Director

Address, Phone, and Email:

Street Address: 1737 King St Ste 320,
City, State Zip: Alexandria, VA 22314-2727
Phone: 571-842-9192
Email: John.Owen@protiviti.com

*Note:

If Contractor is a Corporation, this Contract must be executed by two officers of the corporation, consisting of one officer from each of the two separate categories:

- (1) the President, Vice President, or Chair of the Board; and
- (2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer.

In the alternative, this Contract may be executed by a single Officer or a person other than an Officer provided demonstrating that such individual is authorized to bind the Corporation (e.g. – a copy of a certified resolution from the Corporation's bylaws).

If Contractor is a limited liability company (LLC), the Contract must be executed by an officer or member who has the full and proper authorization to bind the LLC. The Officer or member must provide evidence satisfactory to RTD indicating the individual's authority to bind the LLC, such as a certified copy of a resolution authorizing the individual to execute written contracts or a copy of the LLC operating agreement.

Exhibit A

Data Security, Privacy and Cloud Software Requirements

1. DATA PRIVACY

Consultant may have access to Personally Identifiable Information ("PII") in connection with the performance of the Contract. PII is any information that identifies or describes a person or can be directly linked to a specific individual, including ridership and usage data. Examples of PII include, but are not limited to, name, address, phone or fax number, signature, date of birth, e-mail address, method of payment, and payment card information. RTD Personally Identifiable Information, or RTD PII, means any PII relating to RTD's customers, employees, or agents.

Consultant shall comply with RTD's policies and procedures, of which it has been given notice, in order to ensure and maintain the confidentiality, security, safety, and integrity of all RTD PII, including physical, electronic, and procedural safeguards designed to prevent unauthorized access or use and protect against known or anticipated threats to the security or integrity of such data. This includes, but is not limited to, the secure transport, transmission and storage of RTD PII used or acquired in the performance of this Contract. **RTD shall not transmit PII from its information technology systems and environments to the Consultant. Consultant shall not receive, host, maintain, or store RTD PII on Consultant-owned or leased servers or within Consultant's information technology environment.** Notwithstanding the generality of the foregoing requirements, Consultant will adhere to the following requirements concerning RTD PII to the extent applicable to the services being provided:

- A. Consultant may not, except as authorized or required by law, reveal or divulge to any person or entity any RTD PII that becomes known to it during the term of this Contract. Consultant may not use or attempt to use any such information in any manner that may injure or cause loss, either directly or indirectly, to RTD.
- B. Consultant must maintain policies and programs that prohibit unauthorized disclosure of RTD PII and promote training and awareness of information security policies and practices. Consultant must comply, and must cause its employees, representatives, agents, and subconsultants to comply, with such commercially and operationally reasonable directions as RTD may make to promote the safeguarding or confidentiality of RTD PII.
- C. Consultant must conduct background checks for employees or subconsultants that have access to RTD PII or host RTD PII.
- D. Consultant must limit access to computers and networks that host RTD PII to the extent such PII is hosted on computers and networks within the Consultant's control, including without limitation through user credentials and strong passwords, data encryption both during transmission and at rest, firewall rules, and network-based intrusion detection software.

- E. Consultant agrees to comply with the applicable information handling and confidentiality requirements outlined in the California Information Practices Act (Civil Code sections 1798 et. seq.) and Civil Code Section 1798.81.5(b).

This Section will survive termination or expiration of this Contract.

2. DATA SECURITY

Consultant must, to the extent applicable to the Services, provide those administrative, physical, and technical safeguards for protection of the security, confidentiality, integrity, and availability of RTD PII pursuant to the minimum standards of care recommended by the California Attorney General in her February 2016 report (See <https://oag.ca.gov/breachreport2016>). In particular:

- A. Consultant agrees to properly secure and maintain any computer, hardware and software applications, or electronic media that it will use in the performance of this Contract. This includes ensuring all security patches, upgrades, and anti-virus updates are applied.
- B. Consultant, its employees, agents, subconsultants, and Consultants may not download or otherwise store any RTD PII onto any Consultant computer, desktop, laptop, thumb drives, disks, or other portable memory device.
- C. Consultant represents that its hosting environment is built upon a secure infrastructure, which undergoes examinations from an independent auditor in accordance with the minimum standards of care recommended by the California Attorney General in her February 2016 report (see above). For added security, Consultant will use multi-factor authentication when accessing the infrastructure. In addition to the independent audit, RTD will have the right at any time, upon reasonable notice, to audit and inspect: (i) Consultant's facilities where RTD PII is stored or maintained; (ii) any computerized software used to share, disseminate or otherwise exchange RTD PII; and (iii) Consultant's security practices and procedures, data protection, business continuity and recovery facilities, resources, plans and procedures related to software where RTD PII is shared, disseminated or otherwise exchanged. The audit and inspection rights hereunder will be for the purpose of verifying Consultant's compliance with this Contract, and all applicable laws. Any non-governmental auditors, including government contractors, shall sign a reasonable non-disclosure agreement provided by Contractor. RTD agrees that all information and resulting audit reports regarding Consultant's security practices and IT systems are the confidential and proprietary information of the Contractor.
- D. Consultant represents that Consultant's management access to the hosting infrastructure is limited to authorized support staff. The security architecture has been designed to control appropriate logical access to the infrastructure to meet industry standards.
- E. Notwithstanding anything to the contrary in this Contract, Consultant agrees to retain RTD PII for no longer than three days after the completion date of this

Contract and RTD's confirmation that Consultant may proceed with such deletion. At the conclusion of this retention period, Consultant agrees to use U.S. Department of Defense ("DoD") –approved method and removal of RTD PII from any files, with said service being included in the total cost of this Contract. Discarded RTD PII will be unavailable and unrecoverable following the purge on any storage media including, but not limited to, magnetic disk, optical disk, and memory chips ("Storage Media"). Consultant agrees to destroy hard-copy documents containing RTD PII by means of a cross-cut shredding machine. Consultant also agrees to use DoD—approved methods, or an alternate RTD-approved method, to sanitize any Storage Media prior to discarding or when useful life has ended, whichever comes first. At the conclusion of the performance period of this Contract, Consultant will submit a certification to RTD's Project Manager that all electronic or hard-copy format RTD PII has been destroyed in accordance with the Contract.

- F. To the extent Consultant has access to Personal Health Information or is storing or hosting Personal Health Information on Consultant's servers or in Consultant's environments, Consultant is responsible for complying with the relevant provisions of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), contained in Title XIII, Subtitle D of the American Reinvestment and Recovery Act of 2009, and the Health Insurance Portability and Accountability Act (HIPAA), including all data security and privacy requirements thereof.

This Section will survive termination or expiration of this Contract.

3. NOTICE OF SECURITY BREACH

Consultant must immediately notify RTD when it discovers that there may have been a data security incident involving information that was stored, hosted, or maintained on Consultant's servers, or in Consultant's environments that has or may have resulted in compromise to RTD PII. For purposes of this Section, immediately is defined as within twenty-four hours of discovery. Consultant must immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of any suspected breach or security vulnerability—and must promptly alert RTD of any such circumstances, including information sufficient for RTD to assess the nature and scope of any suspected data breach. In the event of an unauthorized disclosure of RTD PII resulting from breach of Consultant's information systems, Consultant will be liable for paying for the following costs to remediate any such unauthorized disclosure:

- A. The reasonable cost of providing notice of the breach to individuals affected by such breach;
- B. The reasonable cost of providing required notice of the breach to government agencies, credit bureaus, and/or other required entities;

- C. The cost of providing individuals affected by such breach with credit protection services designed to prevent fraud associated with identity theft crimes for a specific period not to exceed 12 months; and
- D. Any other service required by applicable law.

Consultant must provide any information and/or support to RTD in issuing the actual notification. This Section will survive termination or expiration of this Contract.

Exhibit B
Scope of Services

Check one

☐ **Project** ☒ **Staff Augmentation**

1. Engagement Team Leaders and Project Staffing:

- Alvin Zhang, Managing Director
- Annie Hanson, Director
- John Tufaro, Manager
- Toney Wang, Senior Consultant
- 6 Staff

HR:

- • 2 HR Coordinators at \$75

Payroll:

- • 1 Payroll Manager at \$105
- • 1 Payroll Analyst \$70

AP:

- • 1 Accounting Manager at \$105
- • 1 AP Clerk at \$70
- • 1 Staff Accountant \$75

2. Client's Project Manager and Additional Client Contacts:

- Robert Kyle, Chief Financial Officer
- John Hodson, Chief Information Officer
- Ravi Sharma, Finance Manager

3. Name of Project: Reconstruction of Financial Information in Finance Enterprise

4. Project Description:

Client desires to engage Protiviti to support the recreation of financial transactions, including payroll, accounts payable, core financial, and HR employee records.

Protiviti's work will consist of the following:

- Identify key stakeholders and host working sessions to understand San Joaquin RTD's payroll process.
- Review any existing documentation (i.e., process procedures, union contracts, etc.).
- Develop a detailed project plan and maintain it with daily updates.
- Support the following workstreams to recreate financial information:

- Payroll - recreate and post bi-weekly payrolls in the payroll module. Post any related journal entries (i.e., bonus accrual, vacation accrual, payroll cut-off, etc.)
- HR – enter all non-active HR files into the new HR module and pull and enter HR information missing in the system
- Accounts Payable - recreate POs, record invoices, three-way match, and related accruals
- Enter core financial transactions
- Host weekly status updates with the project sponsor.

Client will perform the following tasks and provide Protiviti with the following information:

- Maintain senior management sponsorship for the project,
- Timely access to appropriate personnel for interviewing and review,
- Maintain overall responsibility for management decisions concerning the project,
- Provide ongoing direction regarding scope and objectives,
- Timely review of Protiviti deliverables.

5. Assumptions:

Protiviti has made the following assumptions:

- San Joaquin RTD key stakeholders will be available to conduct initial knowledge transfer, provide supporting documentation, and answer questions as needed.
- The client will provide a timely review of Protiviti's work product, deliverables, and responses to any open items/questions.
- Any significant changes or modifications to the scope of work may impact the proposed timeline and fees.

Client shall not permit or require Personnel (i) to sign contracts or statements, (ii) to make any final decisions regarding system design, software development or the acquisition of hardware or software, (iii) to make any management decisions, (iv) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, (v) to perform Services remotely (e.g., on premises other than Client's or Client's customer's premises), or to use computers, software or network equipment owned or licensed by the Personnel, or (vi) to operate machinery (other than office machines) or automotive equipment belonging to the Client.

Since Protiviti is not a professional accounting firm, Client agrees that it will not permit or require Personnel (a) to render an opinion on behalf of Protiviti or Client's behalf regarding financial statements, (b) to sign the name of Protiviti on any document or (c) to sign their names on financial statements or tax returns. Client agrees that it will provide safe working conditions.

6. Deliverables:

- Detailed Project Plan with milestones, tasks, timeline, and owners
- Financial Data for Payroll, AP, and core financials recreated and booked in Finance Enterprise
- Relevant HR information entered in the system

Exhibit C

Compensation, Invoicing and Payment

For the satisfactory performance and completion of the Services under this Contract, RTD will compensate Contractor as set forth herein.

A. COMPENSATION: This is a labor hour contract with a maximum value of \$3,400,000.00 for the initial two-year term. Each option year, if exercised, shall also have a maximum value of \$1,700,000.00 per year. For each such period, Contractor agrees to complete the Services defined in this Contract. The compensation includes Contractor's total direct costs, indirect costs, and profit, including all labor, materials, taxes, and other expenses incurred by Contractor in the performance of this Contract. No additional compensation will be paid without a written amendment to this Contract. Contractor is not authorized to provide Services hereunder exceeding the above-stated amount and the Contractor agrees that if it exceeds the maximum value it does so at its own risk.

1. LABOR COSTS: The Services shall be invoiced in accordance with the following rate schedules.

a. **Exempt Personnel:** RTD shall pay for work by exempt personnel (as determined under the Fair Labor Standards Act, 29 U.S.C. § 201-219) at the labor rates listed below, which include direct labor, indirect labor, overhead and profit. RTD will not pay premium pay for exempt personnel.

Classification	Hourly Rate
Managing Director	\$350
Director	\$275
Associate Director	\$250
Senior Manager	\$235
Manager	\$200
Senior Consultant	\$155
Consultant	\$125

Note, specialized resources (i.e. Payroll Manager, Inventory Specialist, etc.) may be added as mutually agreed upon depending on the project need. Rates for specialized resources will be mutually agreed to by the parties.

B. INVOICING:

1. INVOICE FORMAT: RTD shall pay Contractor on the basis of invoices submitted every month for the Services performed during the preceding month. Invoices shall be in a form acceptable to RTD and each invoice must include:

- Contract Number.
- Name, classification and labor rate of employee.
- Description of work performed.
- Hours worked by employees.

- Total costs.
- Percent of schedule and budget expended.

Contractor shall also furnish such other information, as may be requested by RTD, to substantiate the validity of an invoice.

- 2. WAIVER:** Contractor shall be deemed to have waived the right to payment for Services not invoiced within six (6) months of the date the services were performed. For purpose of this provision the date of the invoice shall be the date of receipt by RTD.
- 3. INVOICE SUBMITTAL:** Contractor shall submit invoices by e-mail to the address listed below. Invoices shall be in a PDF, word, or excel format.

Email: RTD-AccountsPayable@SJRTD.com

- 4.** At its sole discretion, RTD may decline to make full payment for any portion of the Services until such time as Contractor has documented, to RTD's satisfaction, that Contractor has fully completed all of the portion of the Services billed for in the invoice. RTD's payment in full for any portion of the Services shall not constitute RTD's final acceptance of any or all of Contractor's work. Should RTD contest any portion of an invoice, that portion shall be held for resolution, and the uncontested balance shall be processed for payment. RTD may, at any time, conduct an audit of any and all records kept by Contractor related to the Services performed under this Contract. Any overpayment uncovered in such an audit may be charged against the Contractor future invoices and any retention funds.

PROMPT PAYMENT: RTD will pay approved invoices within thirty (30) days after receipt. Contractor must pay subcontractors for satisfactory performance of any of the Services performed by subcontractors within ten (10) days of receipt of payment by RTD for such Services. Contractor must return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed.

Exhibit D Insurance Requirements

Without limiting any other obligation or liability under the Contract, the Contractor and its subcontractors, at its sole cost and expense, prior to commencing work, shall secure and keep in force during the entire term of the Contract or longer, as may be specified below, the following insurance coverage, limits, and endorsements. If the Contractor maintains higher limits than the minimums shown below, RTD requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Under the Contract, the Contractor and its subcontractors are bound to the provisions stated herein.

1. MINIMUM SCOPE AND LIMIT OF INSURANCE		
	TYPE OF INSURANCE COVERAGES (Coverage shall be at least as broad as those stated below)	MINIMUM COVERAGE LIMITS (Policies shall contain limits no less than those stated below)
A	<u>Commercial General Liability (CGL)</u> Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including, but not limited to: Premises Liability; Products-Completed Operations, Contractual Liability; Personal and Advertising injury.	\$1,000,000.00 per occurrence and \$2,000,000.00 aggregate
B	<u>Automobile Liability</u> ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9). <u>Personal Automobile Liability</u> is acceptable for individual Contractors with no transportation or hauling related activities	\$1,000,000.00 per accident for bodily injury and property damage, any auto
C	<u>Workers' Compensation (WC) and Employers Liability (EL)</u> As required by the State of California, with Statutory Limits, and Employer's Liability (EL) Insurance. Required for all Contractors and subcontractors with employees	<u>WC</u> : Statutory Limits <u>EL</u> : \$1,000,000.00 per accident for bodily injury or disease
D	<u>Professional Liability (Errors and Omissions)</u> Insurance appropriate to Contractor's profession.	\$1,000,000.00 per occurrence or claim \$2,000,000.00 annual aggregate

"Other Insurance Provisions" section located on the following page

2. OTHER INSURANCE PROVISIONS	
A	<p><u>Additional Insured Endorsements:</u></p> <p>The San Joaquin Regional Transit District (RTD), its Board, the Retirement Board and the individual members thereof, all their officials, agents, employees, volunteers, and representatives thereof, are to be covered as additional insureds to the following policy(ies), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.</p> <p>1. <u>Commercial General Liability (CGL):</u> General liability coverage can be provided in the form of an endorsement to the required insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).</p>

B Other Insurance Provisions:

1. **PRIMARY COVERAGE:** For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects to RTD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by RTD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
2. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage(s) for subcontractors shall be subject to all of the requirements stated herein, to include "Item A, Additional Insured Endorsements", above.
3. **NOTICE OF CANCELLATION:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to RTD. All required insurance shall be endorsed to provide thirty (30) days advance written notice to RTD of cancellation by the insurance carrier. Contractor is required to provide RTD with thirty (30) days advance written notice for non-renewal of the coverage and the amount thereof, or a material reduction in coverage.
4. **WAIVER OF SUBROGATION:** Contractor hereby grants to RTD a waiver of any right to subrogation which Contractor's general liability policy insurer may acquire against RTD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not RTD has received a waiver of subrogation endorsement from the insurer.
5. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:
 - a. Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party)", or at minimum named as an "Additional Insured" on the other's policies.
 - b. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured."
6. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Contract with the following exception: Insurance policies and coverage(s) written on a claims-made basis (refer to item 8 below which contains claims made policy provisions). **Lapse(s) in coverage** is not permitted and Contractor is to ensure that a lapse in coverage does not occur.
7. **CLAIMS-MADE POLICIES (Note – applicable only to Professional Liability coverage, see below):**
If any of the required policies provide claims-made coverage:

	<p>i. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.</p> <p>ii. Insurance must be maintained and evidence of insurance must be provided <i>for at least two (2) years after completion of the Contract of work.</i></p> <p>iii. If coverage is canceled or non-renewed, and not replaced <i>with another claims-made policy form with a Retroactive Date prior to</i> the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of <i>two (2)</i> years after completion of work.</p> <p>8. <u>REDUCTION OR LIMIT OF OBLIGATION:</u> Pursuant to the provisions of this Contract, insurance affected or procured by the Contractor shall not reduce or limit Contractor's Contractual obligation to indemnify and defend the Indemnified Parties.</p> <p>9. <u>INSURER LOCATION:</u> The insurance carrier(s) providing the required coverage(s) shall be licensed in the state where the Contractor is headquartered.</p> <p>10. <u>ACCEPTABILITY OF INSURERS:</u> (a) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to RTD. Acceptance of Contractor's insurance by RTD shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</p> <p>11. <u>INSURANCE SUBMITTAL:</u> Before commencing operations under this Contract, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to RTD, evidencing that all required insurance coverage is in effect. The required certificate(s) and endorsements must be sent to: RTD – Director of Procurement, P.O. Box 201010, Stockton, California 95201. Contractor is responsible for providing updated evidence of coverage to RTD throughout the life of the Contract and in accordance with claims-made basis written policies and coverage(s). Contractor shall ensure that RTD is provided with the most recent Certificates of Insurance and endorsements.</p>
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Exhibit E
Contractor's Certificate of Insurance
(Inserted on the next page)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 500 N. Brand Boulevard Suite 100 Glendale CA 91203	CONTACT NAME: Robert Half Certificates PHONE (A/C, No, Ext): 818-539-1463 E-MAIL ADDRESS: roberthalf_certificates@ajg.com FAX (A/C, No): 818-539-1801
INSURED Protiviti Government Services, Inc. 1737 King Street, Ste. 320 Alexandria, VA 22314	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: Safety National Casualty Corporation INSURER C: INSURER D: INSURER E: INSURER F:
License#: 0D69293 ROBEHAL-03	NAIC # 20281 15105

COVERAGES**CERTIFICATE NUMBER:** 433696458**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stop Gap Em.Liab <input checked="" type="checkbox"/> in OH, WA, WY,ND GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			3579-66-87	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employer Liability \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7323-32-17	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll.Ded: \$ 1,000/\$1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			7921-71-07	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	See Attached Supplemental	6/1/2025	6/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

San Joaquin Regional Transit District (RTD) is included as Additional Insured on the above referenced General Liability policy as required by written contract for liability arising out of the Named Insureds' acts or omissions. Please refer to attached General Liability form for scope of Additional Insured status.

CERTIFICATE HOLDER**CANCELLATION**

San Joaquin Regional Transit District (RTD)
421 East Weber Avenue
Stockton CA 95202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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2025-2026 RHI Workers Compensation Policy Numbers

<u>Policy#</u>	<u>States</u>	<u>Eff. Date</u>	<u>Exp. Date</u>	<u>Issuing Company</u>	<u>NAIC #</u>
Robert Half Inc. and Protiviti Inc.					
LDS4064812	AOS: AL, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MO, MT, NE, NV, NH, NJ, NM, NY, NC, OK, OR, PA RI, SC, SD, TN, TX, UT, VA, VT, WY, WV	6/1/2025	6/1/2026	Safety National Casualty Corp	15105
PS 4064813	WI	6/1/2025	6/1/2026	Safety National Casualty Corp	15105



LEAD STAFF: RAVI SHARMA, FINANCE MANAGER

I. RECOMMENDED ACTION

That the Board of Directors approves the first amendment to the contract with Brown Armstrong Accountancy Corporation for financial audit services to extend the term by one year through June 3, 2026, and to increase the contract price by \$60,780, for a new total of \$275,480.

II. SUMMARY

- On June 4, 2020, RTD and Brown Armstrong entered a three-year contract for fiscal year audit services for a three-year term with two one-year options to extend.
- On June 5, 2023, RTD notified Brown Armstrong of its intent to exercise the first one-year option term for the FY2023 financial audit and extend the contract term through June 3, 2024.
- On January 23, 2024, RTD notified Brown Armstrong of its intent to exercise the second one-year option term for the FY2024 financial audit and extend the contract term through June 3, 2025.
- Due to the cyberattack on RTD's servers in March 2024, the FY2024 financial audit was postponed.
- RTD and Brown Armstrong would like to amend the contract, extending the term by one year to June 3, 2026, and increasing the contract amount by \$60,780, for a new total of \$275,480. The \$60,780 increase includes an \$8,920 rise in cost for the FY2024 financial audit due to changes in the accounting system and a \$51,860 cost for the FY2025 financial audit.

III. DISCUSSION/BACKGROUND

RTD is mandated to conduct an annual audit in accordance with the provisions of the Uniform Guidance as it relates to audits of state and local governments. State law stipulates that RTD shall publish audited financial statements within six months following the end of the fiscal year, in compliance with generally accepted accounting principles in the United States of America (GAAP) and audited in accordance with generally accepted auditing standards (GAAS) in the United States by a licensed certified public accounting firm registered in the State of California.

Brown Armstrong Accountancy Corporation, a firm of licensed certified public accountants, is engaged to audit RTD's financial statements for the fiscal years ending June 30, 2020, through June 30, 2024. The goal of the independent audit is to provide reasonable assurance that the financial statements are free of

material misstatement. This independent audit includes examining evidence supporting the amounts and disclosures in the financial statements on a test basis, assessing the accounting principles used, testing the physical existence of inventories, reviewing significant estimates made by management, direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions, and evaluating the overall presentation of the financial statements. As part of the engagement, they will request written representations from RTD's attorneys. The independent audit of the financial statements is part of a broader, federally mandated "Single Audit" designed to meet the needs of federal grantor agencies.

The standards for the single audit engagement require the independent auditor to report on the accurate presentation of the financial statements, internal controls over financial reporting, compliance with federal requirements, and other relevant matters. The audit highlights internal controls and legal requirements related to the management of federal awards.

Brown Armstrong shall conduct their audit in accordance with GAAS, the standards for financial audits outlined in Government Auditing Standards issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996, and the provisions of the Uniform Guidance. Their procedures will encompass tests of accounting records, identification of major programs in accordance with the Uniform Guidance, and other necessary actions to form their opinions. During an audit based on GAAS and Government Auditing Standards, they will exercise professional judgment and uphold professional skepticism throughout the process. Brown Armstrong shall evaluate the appropriateness of the accounting policies employed and the reasonableness of significant accounting estimates made by management. They will meticulously plan and execute the audit to obtain reasonable assurance that the financial statements are free from material misstatements, whether arising from errors, fraudulent reporting, asset misappropriation, or violations of laws or governmental regulations attributable to the government or acts by management or employees acting on behalf of the district.

The initial total contract amount with Brown Armstrong is \$214,700, which includes auditing for FY2020 through FY2024. Due to changes in the accounting system caused by the cyberattack, the FY2024 audit will cost an extra \$8,920, and an additional \$51,860 for the FY2025 audit. Staff recommends extending the contract by one year to June 3, 2026 as described in this report.

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. CUSTOMER IMPACT

None.

VI. FINANCIAL CONSIDERATIONS/IMPACT

The required funding of \$60,780 is included in the FY2026 finance department operating budget within the 404000-50325 account.

VII. CHANGES FROM COMMITTEE

N/A

VIII. ALTERNATIVES CONSIDERED

Issue a request for proposals to auditing firms. Given that RTD lacks an established financial system, potential audit firms may be reluctant to submit proposals due to the extensive manual procedures they would need to undertake during the audit process. The new auditing firm will require considerable staff time and resources to familiarize themselves with our systems and procedures, which could substantially escalate both audit costs and internal workload during the transition period.

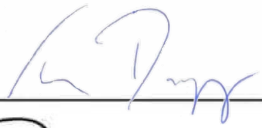
IX. ATTACHMENTS

- Attachment A:** Initial contract
Attachment B: First one-year option
Attachment C: Second one-year option
Attachment D: Contract amendment


Prepared by: Ravi Sharma, Finance Manager

X. APPROVALS


Thomas Dempsey,
Director of Procurement



Financial Impact Approved:
Robert Kyle, CFO



Alex Clifford, CEO





Attachment A
Cover Page

**CONTRACT
FOR
FISCAL YEAR AUDIT SERVICES**

**Contract No.: 2020-008-S
Solicitation No: 2020-R111556-S**

THIS AGREEMENT is made and entered into as of this 4th day of June, 2020, at Stockton, California, by and between SAN JOAQUIN REGIONAL TRANSIT DISTRICT, a body corporate and politic, created and existing under and pursuant to the laws of the State of California, hereinafter referred to as "RTD," and BROWN ARMSTRONG ACCOUNTANCY CORPORATION, a California Corporation, hereinafter referred to as "Contractor."

WITNESSES THAT:

WHEREAS, Contractor was the successful Proposer on the project of RTD hereinafter described and has furnished the required Bonds, if any, to RTD in the form required by that certain LOS entitled, "LETTER OF SOLICITATION FOR FISCAL YEAR AUDIT SERVICES," dated March 16, 2020; and,

WHEREAS, the Contract for said project was awarded to Contractor by the Chief Executive Officer on June 4, 2020.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by and between the parties thereto as follows:

4.1 CONTRACT DOCUMENTS:

- 4.1.1 Complete Contract: The complete Contract between the parties shall consist of the following component parts, to-wit: This instrument; the NOTICE INVITING PROPOSALS; the addenda, if any; the accepted Proposal Form, including all required attached documents; the required bond(s) fully executed; and each of the component parts of the "LETTER OF SOLICITATION FOR FISCAL YEAR AUDIT SERVICES," Solicitation No. 2020-R111556, dated March 16, 2020.

This instrument and the other documents mentioned above in this Part 4.1 constitute the complete Contract between the parties and the said other documents are as fully a part of this Contract as if hereto attached or herein repeated.

- 4.1.2 Order of Preference: In the event of any discrepancy between or among the portions of the Contract documents, the following shall take precedence: (a) Amendments; (b) Contract; (c) Addenda; (d) Special Provisions/Technical Specifications; (e) Proposal; and (f) Instructions.
- 4.1.3 In no event may Contractor's final plans and specifications relieve any requirement contained in other portions of the Contract Documents, unless RTD has expressly agreed to waive the Contract requirement in writing. This provision shall apply even when Contractor's final plans and specifications are incorporated within the Contract Documents by an Amendment.

4.2 COMPLETION OF CONTRACT:

The term of this Contract will continue for a three (3) year period after the contract effective date, unless terminated sooner in accordance with the provisions of the Contract.

Brown Armstrong Accountancy Corporation
Fiscal Year Audit Services
Contract No.: 2020-008-S
Dated: June 4, 2020

There are two (2) one-year Contract Renewal options associated with this Contract. RTD may renew said Contract by exercising one or both of the Contract Renewal Terms, in accordance with the provisions of the Contract. RTD will send out a notice notifying the Contractor of RTD's intent to exercise the options.

4.3 CONTRACT PRICE:

The Contract price for said project, above described, is as follows:

Description	Year 1		Year 2		Year 3		Year 4 (OPTION)		Year 5 (OPTION)	
Interim Financial Audit	\$	10,080.00	\$	10,080.00	\$	10,080.00	\$	10,080.00	\$	10,080.00
RTD Single Audit	\$	4,390.00	\$	4,390.00	\$	4,390.00	\$	4,390.00	\$	4,390.00
RTD Financial Audit	\$	13,500.00	\$	13,500.00	\$	13,500.00	\$	13,500.00	\$	13,500.00
RTD National Transit Database (NTD) Audit	\$	3,410.00	\$	3,410.00	\$	3,410.00	\$	3,410.00	\$	3,410.00
SJCOG National Transit Database (NTD) Audit	\$	3,410.00	\$	3,410.00	\$	3,410.00	\$	3,410.00	\$	3,410.00
RTD Comprehensive Annual Financial Report (CAFR)	\$	8,150.00	\$	8,150.00	\$	8,150.00	\$	8,150.00	\$	8,150.00
ANNUAL TOTAL	\$	42,940.00	\$	42,940.00	\$	42,940.00	\$	42,940.00	\$	42,940.00

TOTAL PRICE FISCAL YEAR AUDIT SERVICES								\$	214,700.00
---	--	--	--	--	--	--	--	-----------	-------------------

4.4 WAIVERS:

A waiver of any of the conditions or provisions of the entire Contract between the parties hereto shall not be considered or deemed to be a waiver of any other condition or provision of said Contract or a waiver of the same condition at a future time.

4.5 INSURANCE, INSURANCE ENDORSEMENTS, AND CONDITIONS:

Without limiting any other obligation or liability under this Contract, the Contractor and its Sub-Contractors, at its sole cost and expense, shall secure and keep in force during the entire term of the Contract or longer, as may be specified below, the following insurance coverage, limits, and endorsements indicated below. The Contractor and its Sub-Contractors will comply with the Insurance Requirements set forth below, as it is incorporated into the Contract Documents defined in Part 4.1 of the Contract. If the Contractor maintains higher limits than the minimums shown below, RTD requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Under the Contract, the Contractor and its Sub-Contractors are beholden to the provisions stated herein.

1. MINIMUM SCOPE AND LIMIT OF INSURANCE	
TYPE OF INSURANCE COVERAGES (Coverage shall be at least as broad as those stated below)	MINIMUM COVERAGE LIMITS (Policies shall contain limits no less than those stated below)
A <u>Commercial General Liability (CGL)</u> Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including, but not limited to: Premises Liability; Products-Completed Operations, Contractual Liability; Personal and Advertising Injury.	\$1,000,000.00 per occurrence If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
B <u>Automobile Liability</u> ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9). <u>Personal Automobile Liability</u> is acceptable for individual Contractors with no transportation or hauling related activities	\$1,000,000.00 per accident for bodily injury and property damage, any auto
C <u>Workers' Compensation (WC) and Employers Liability (EL)</u> As required by the State of California, with Statutory Limits, and Employer's Liability (EL) Insurance. Required for all Contractors and Sub-Contractors with employees	<u>WC</u> : Statutory Limits <u>EL</u> : \$1,000,000.00 per accident for bodily injury or disease
D <u>Professional Liability (Errors and Omissions)</u> Insurance appropriate to Contractor's profession.	\$1,000,000.00 per occurrence or claim \$2,000,000.00 annual aggregate

4.6 TIME IS OF THE ESSENCE:

Time is of the essence on this Contract.

4.7 HOLD HARMLESS PROVISION:

Contractor agrees to defend, indemnify and hold harmless RTD from any and all third party claims, losses, suits, demands, and liens including attorneys' fees and costs, brought against RTD, its officer or employees, for bodily injury, damage to property and/or death to persons resulting directly and proximately from the negligent or wrongful performance of services under this Agreement. Contractor shall defend or settle, at Contractor's own expense, any action or suit against RTD for which it is responsible hereunder. As a condition to any indemnity hereunder, RTD shall notify Contractor promptly of any claim for which it is responsible hereunder.

4.8 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS FOR RELATED ACTS:

- 4.8.1 Contractor acknowledges that the provisions of the program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT Regulations, "Program fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
- 4.8.2 Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.
- 4.8.3 Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Sub-Contractor who will be subject to the provisions.

4.9 DISPUTE RESOLUTION:

- 4.9.1 Dispute: Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of RTD. This decision shall be final and conclusive unless within ten (10) days from the date of the receipt of it copy, Contractor mails or otherwise furnishes a written appeal to RTD's Chief Executive Officer. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Chief Executive Officer shall be binding upon Contractor and Contractor shall abide by the decision.
- 4.9.2 Performance During Dispute: Unless otherwise directed by RTD, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- 4.9.3 Claims for Damages: Should either party to this Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents, or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- 4.9.4 Remedies: Unless this Contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between RTD and Contractor arising out of or relating to this Contract or its breach will be decided by arbitration, if the parties mutually agree, otherwise in a court of competent jurisdiction within the County of San Joaquin, State of California.

- 4.9.5 Rights and Remedies: The duties and obligations imposed by the LOS and the right and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by RTD, or its representatives, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

4.10 **RESPONSIBILITY:**

- 4.10.1 Contractor will be responsible for the work performed under the terms of this Contract to the extent provided by law. Contractor agrees not to disclose information identified by RTD as proprietary to third parties, unless approved in advance by RTD or required by law.
- 4.10.2 RTD shall not be held liable or responsible for the maintenance and/or safety of Contractor's equipment or supplies placed upon RTD's property in accordance with this Agreement. Contractor acknowledges that it assumes full responsibility for any loss or damage to its equipment and supplies.

4.11 **TERMINATION – MUTUAL CONSENT, BREACH AND CONVENIENCE:**

- 4.11.1 The Contract may be terminated with the mutual consent of both parties, upon such terms and conditions as may be mutually agreed.
- 4.11.2 In the event that Contractor fails to perform the terms and conditions of the Contract, as required, after receiving ten (10) days written notice from RTD to do so, then and in such event, RTD may forthwith terminate this Contract. Under such circumstances, RTD shall be under no obligation to pay to Contractor the Contract price, or any portion thereof, unless RTD finds Contractor has partially performed said Contract and said partial performance benefits RTD, under which circumstances RTD shall pay to Contractor that portion of the Contract price which the part performance bears to the total performance, less all damages and losses suffered by RTD as a result of Contractor's failure to perform.
- 4.11.3 The rights afforded to RTD under this Part shall be in addition to any other rights provided by law or set forth in this IFB. RTD may exercise any or all of such rights, which individually or conjunctively will totally compensate RTD for the damages, suffered by RTD resulting from the default of Contractor.
- 4.11.4 RTD may terminate the Contract at any time for convenience by giving Contractor at least thirty (30) calendar days' prior written notice. Notice of termination shall be by certified mail, return receipt requested. Upon receipt of the notice of termination, Contractor shall cease work, wrap up and conclude work without undertaking any new tasks or work, deliver to RTD all work performed unless agreement and offset against the price for work retained by Contractor, as agreed by RTD. RTD will pay Contractor the cost for all materials, etc., ordered and received by Contractor, plus reasonable overhead and profit for the portion of work through termination.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS THEREOF, the parties have executed these presents in several counterparts as of the day and year first above written.

RTD:

Date Executed: 6/17/20

SAN JOAQUIN REGIONAL TRANSIT DISTRICT

By: 

GLORIA SALAZAR
Chief Executive Officer

Address, Telephone, and Fax Numbers:


421 East Weber Avenue
P.O. Box 201010
Stockton, California 95201
Telephone Number: (209) 943-1111
Fax Number: (209) 948-3366

APPROVED:

Sharon Miller

SHARON MILLER
Director of Procurement

APPROVED AS TO FORM:



AL WARREN HOSLETT
Attorney for RTD

CONTRACTOR:

Date Executed: 6/17/2020

BROWN ARMSTRONG ACCOUNTANCY
CORPORATION

By: 

ASHLEY L. CASEY, CPA
Principal

Address, Telephone, and Fax Numbers:

1919 Grand Canal Boulevard, Suite C6
Stockton, California 95207
Telephone Number: (661) 324-4971
Fax Number: (661) 324-4997

Email: acasey@bacpas.com

FID Number: 95-3109182



Attachment B
Cover Page



SAN JOAQUIN REGIONAL TRANSIT DISTRICT

421 E. Weber Ave. • Stockton, CA 95202 • (209) 943-1111 • (209) 948-8516 Fax • sjRTD.com

June 5, 2023

Ashley L. Casey, CPA, Principal
Brown Armstrong Accountancy Corporation
1919 Grand Canal Boulevard, Suite C6
Stockton, CA 95207

RE: Contract.: 2020-008-S, Fiscal Year Audit Services
Notice to Exercise Contract Option

This letter shall serve as notice that RTD has elected to exercise the first option of the above referenced Contract. This option is for the Contract's fourth (4th) annual term, which shall be from June 4, 2023 through June 3, 2024.

If you have any questions or comments, please contact the undersigned at (209) 467-6607 or sdonelson@sjRTD.com.

San Joaquin RTD looks forward to continuing working with you.

Sincerely,

Sylvester Donelson, Jr.
Director of Procurement

CHIEF EXECUTIVE OFFICER: Alex Clifford
BOARD OF DIRECTORS: CHAIR Gary S. Giovanetti • **VICE CHAIR** Les J. Fong
Michael P. Restuccia • Balwinder T. Singh • Stephan Castellanos



Attachment C
Cover Page



SAN JOAQUIN REGIONAL TRANSIT DISTRICT

421 E. Weber Ave. • Stockton, CA 95202 • (209) 943-1111 • (209) 948-8516 Fax • sjRTD.com

January 23, 2024

Ashley L. Green, CPA, Principal
Brown Armstrong Accountancy Corporation
1919 Grand Canal Boulevard, Suite C6
Stockton, CA 95207

RE: Contract.: 2020-008-S, Fiscal Year Audit Services
Notice to Exercise Contract 5th and Final Option

This letter shall serve as notice that RTD has elected to exercise the final option of the above referenced Contract. This option is for the Contract's fifth (5th) annual term, which shall be from June 4, 2024, through June 3, 2025.

If you have any questions or comments, please contact the undersigned at (209) 467-6607 or sdonelson@sjRTD.com.

San Joaquin RTD looks forward to continuing working with you.

Sincerely,

DocuSigned by:

Sylvester Donelson Jr.

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Sylvester Donelson, Jr.
Director of Procurement

CHIEF EXECUTIVE OFFICER: Alex Clifford
BOARD OF DIRECTORS: CHAIR Gary S. Giovanetti • VICE CHAIR Les J. Fong
Michael P. Restuccia • Balwinder T. Singh • Stephan Castellanos



Attachment D
Cover Page

**SAN JOAQUIN REGIONAL TRANSIT DISTRICT
ANNUAL FINANCIAL AUDIT CONTRACT PRICE
FOR FY2020 TO FY2025**

Description	Year 1 FY2020	Year 2 FY2021	Year 3 FY2022	Year 4 FY2023	Year 5 Original FY2024	Year 5 New FY2024	Year 5 Price Change	Year 6 FY2025
Interim Financial Audit	\$ 10,080	\$ 10,080	\$ 10,080	\$ 10,080	\$ 10,080	\$ 14,400	\$ 4,320	\$ 14,400
RTD Single Audit	\$ 4,390	\$ 4,390	\$ 4,390	\$ 4,390	\$ 4,390	\$ 6,360	\$ 1,970	\$ 6,360
RTD Financial Audit	\$ 13,500	\$ 13,500	\$ 13,500	\$ 13,500	\$ 13,500	\$ 19,300	\$ 5,800	\$ 19,300
RTD National Transit Database (NTD) Audit	\$ 3,410	\$ 3,410	\$ 3,410	\$ 3,410	\$ 3,410	\$ 4,910	\$ 1,500	\$ 4,910
SJCOG National Transit Database (NTD) Audit	\$ 3,410	\$ 3,410	\$ 3,410	\$ 3,410	\$ 3,410	\$ -	\$ (3,410)	\$ -
RTD Comprehensive Annual Financial Report (CAFR)	\$ 8,150	\$ 8,150	\$ 8,150	\$ 8,150	\$ 8,150	\$ -	\$ (8,150)	\$ -
RTD Annual Financial Report	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,890	\$ 6,890	\$ 6,890
ANNUAL TOTAL	\$ 42,940	\$ 42,940	\$ 42,940	\$ 42,940	\$ 42,940	\$ 51,860	\$ 8,920	\$ 51,860
TOTAL PRICE FISCAL YEAR AUDIT SERVICES							\$275,480	
Increase in Contract Price							\$60,780	
Original Contract Cost							\$214,700	

CONTRACT 2020-008-S
FOR
FISCAL YEAR AUDIT SERVICES
AMENDMENT 1

This Amendment 1 is made and entered into on September 19, 2025 between **SAN JOAQUIN REGIONAL TRANSIT DISTRICT (RTD)** and **BROWN ARMSTRONG ACCOUNTANCY CORPORATION (Contractor)**, collectively referred to as the "Parties."

WHEREAS, on June 4, 2020, RTD and Contractor entered into a contract for fiscal year audit services for a three year term with two one-year contract renewal options (Contract); and

WHEREAS, on June 5, 2023, RTD notified Contractor via email of its intent to exercise the first one-year option term to extend the term of the Contract through June 3, 2024; and

WHEREAS, on January 23, 2024, RTD notified Contractor via email of its intent to exercise the second one-year option term to extend the term of the Contract through June 3, 2025; and

WHEREAS, Contractor was engaged to provide audit services during Fiscal Year (FY) 2024, but due to the cyberattack on RTD's IT servers in March 2024, the audit was postponed; and

WHEREAS, the Parties now desire to amend the Contract to extend the term by one year through June 3, 2026 and to increase the Contract price by \$60,780 for a new total Contract price of \$275,480.

NOW, THEREFORE, the Parties agree as follows:

- 1. Section 4.2, "Completion of Contract" is deleted in its entirety and replaced with the following:

The term of this Contract will continue for a six (6) year period after the contract effective date through June 3, 2026, unless terminated sooner in accordance with the provisions of the Contract.

- 2. Section 4.3, "Contract Price" is deleted in its entirety and replaced with the following:

The Contract price for said project, above described, is as follows:

Description	Year 1 FY2020	Year 2 FY2021	Year 3 FY2022	Year 4 FY2023	Year 5 FY2024	Year 6 FY2025
Interim Financial Audit	\$10,080	\$10,080	\$10,080	\$10,080	\$14,400	\$14,400
RTD Single Audit	\$4,390	\$4,390	\$4,390	\$4,390	\$6,360	\$6,360
RTD Financial Audit	\$13,500	\$13,500	\$13,500	\$13,500	\$19,300	\$19,300

RTD National Transit Database (NTD) Audit	\$3,410	\$3,410	\$3,410	\$3,410	\$4,910	\$4,910
SJCOG National Transit Database (NTD) Audit	\$3,410	\$3,410	\$3,410	\$3,410	-	-
RTD Comprehensive Annual Financial Report (CAFR)	\$8,150	\$8,150	\$8,150	\$8,150	-	-
RTD Annual Financial Report	-	-	-	-	\$6,890	\$6,890
ANNUAL TOTAL	\$42,940	\$42,940	\$42,940	\$42,940	\$51,860	\$51,860
TOTAL PRICE FISCAL YEAR AUDIT SERVICES					\$275,480	

3. Except as specifically modified in this Amendment 1, all terms and conditions in the Contract remain in full force and effect.

SIGNATURES APPEAR ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1 by their duly authorized officers as of the day and year first above written.

San Joaquin Regional Transit District

By: _____
ALEX CLIFFORD
Chief Executive Officer

Brown Armstrong Accountancy Corporation

DocuSigned by:
By: Ashley Green 8/26/2025
ASHLEY GREEN, CPA
Principal

PROCUREMENT APPROVAL:

Signed by:
Daniel Garza
Daniel Garza on behalf of Thomas Dempsey
THOMAS DEMPSEY
Director of Procurement

APPROVED AS TO FORM:

Signed by:
Julie A. Sherman
JULIE A. SHERMAN
Attorney for RTD



www.ba.cpa
661-324-4971

July 14, 2025

Mr. Alex Clifford and
the Board of Directors
San Joaquin Regional Transit District
P.O. Box 201010
Stockton, California 95207

Dear Mr. Clifford and Board of Directors:

During the year of June 30, 2024, we were engaged to provide audit services, but due to the cyber-attack the audit was postponed. As your current auditors we feel we are uniquely qualified to continue to provide you with the level of service you expect from your auditors. As a result of our past relationship, we fully understand the work to be performed. We are committed to performing the highest quality work and efficient completion of the audit within your stated timeframes.

Our existing contract was \$42,940, annually, including SJCOG NTD audit work of \$3,410, which will no longer be provided. Since we proposed in 2020, to now, our billing rates have increased by an average of 30%. We anticipate providing procedures required due to the changes in controls and the accounting system. We were also informed the ACFR would be reduced to an Annual Financial Report due to not meeting the timing requirements for these next two years. We propose a not-to-exceed maximum price of \$103,720 for the years ending June 30, 2024 and 2025.

	<u>FY2024</u>	<u>FY2025</u>
Interim Financial Audit	\$ 14,400	\$ 14,400
RTD Single Audit	6,360	6,360
RTD Financial Audit	19,300	19,300
RTD NTD Audit	4,910	4,910
RTD Annual Financial Report	<u>6,890</u>	<u>6,890</u>
	<u>\$ 51,860</u>	<u>\$ 51,860</u>

BAKERSFIELD
4200 Truxtun Avenue, Suite 300
Bakersfield, CA 93309
661-324-4971

FRESNO
10 River Park Place East, Suite 208
Fresno, CA 93720
559-476-3592

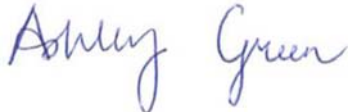
STOCKTON
2423 West March Lane, Suite 202
Stockton, CA 95207
209-451-4833

Mr. Alex Clifford and
the Board of Directors
San Joaquin Regional Transit District
July 14, 2025
Page Two

We have enjoyed our relationship and look forward to continuing to serve you. In submitting this proposal, we are committing to performing the required scope of services and issuing our audit reports in accordance with your timeframes. If you accept this proposal, please sign below and return to us.

Sincerely,

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION



By: Ashley Green

ALG:mmj
Enclosure

\\badata1\idrive\data\Word\PROPOSAL\2025\Transits\San Joaquin Regional Transit District\SJRTD Proposal 2024 and 2025.docx

RESPONSE:

San Joaquin Regional Transit District accepts this proposal.

By: _____

Title: _____

Date: _____