Table of Contents

TITLE 1 – BYLAWS 15

Chapter 1.00 - BYLAWS OF THE SHASTA REGIONAL TRANSPORTATION AGENCY 15

ARTICLE 6 - QUORUM & VOTING 18

Chapter 1.05 - SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL (SSTAC) BYLAWS 23

TITLE 2 - FINANCIAL & ACCOUNTING POLICIES & PROCEDURES 27

Chapter 2.00 - INTRODUCTION 27

2.00.010 - PURPOSE OF MANUAL 27

2.00.020 - AMENDING THE FINANCIAL AND ACCOUNTING POLICIES & PROCEDURES 27

Chapter 2.05 - INTERNAL CONTROL POLICIES 27

2.05.010 - THE BOARD 27

2.05.020 – FISCAL & POLICY COMMITTEE 28

2.05.030 - GENERAL BUSINESS CONDUCT AND VALUES 29

2.05.040 - COMPLIANCE WITH ALL LAWS, RULES AND REGULATIONS 30

2.05.080 - REPORTING OF ETHICS VIOLATIONS, FRAUD OR EMBEZZLEMENT 34

2.05.090 - WHISTLEBLOWER PROGRAM 35

2.05.100 - CONTINUING EDUCATION 38

2.05.110 - RISK 38

2.05.120 - FINANCIAL PERSONNEL 40

Chapter 2.10 - FINANCIAL MANAGEMENT 40

2.10.010 - BASIS OF ACCOUNTING 40

2.10.020 - RECORDS RETENTION 41

2.10.030 - INFORMATION RECOVERY 47

2.10.040 - FINANCIAL STATEMENTS 47

2.10.050 - INSURANCE AND BONDING 47

2.10.060 - AUDITS 48

2.10.070 - FINAL AUDIT ADJUSTMENTS 50

2.10.080 - CHART OF ACCOUNTS 50

2.10.090 - JOURNAL ENTRIES 51

2.10.100 - FISCAL YEAR 51

2.10.110 - ACCOUNT MAINTENANCE 51

Chapter 2.15 - ASSETS, LIABILITIES AND FUND BALANCE (NET ASSETS) 51
2.15.010 - BANK ACCOUNTS 51
2.15.020 - BANK RECONCILIATIONS 51
2.15.030 - CASH MANAGEMENT AND FORECASTING 51
2.15.040 - INVESTMENTS 52
2.15.050 - PETTY CASH 55
2.15.060 - ACCOUNTS RECEIVABLE 55
2.15.070 - ALLOWANCES FOR DOUBTFUL ACCOUNTS 55
2.15.080 - EMPLOYEE ADVANCES 56
2.15.090 - EMPLOYEE LOANS 56
2.15.100 - INTER-FUND TRANSACTIONS AND BALANCES 56
2.15.110 - PREPAID EXPENSES 56
2.15.120 - PREPAID INSURANCE 56
2.15.130 - DEFERRED GRANT COSTS 56
2.15.140 - INVENTORY 56
2.15.150 - EQUIPMENT 56
2.15.160 - DEPRECIATION 57
2.15.170 - DONATED PROPERTY AND EQUIPMENT 57
2.15.180 - SELF-CONSTRUCTED ASSETS 57
2.15.190 - OTHER ASSETS 58
2.15.200 - ACCOUNTS PAYABLE 58
2.15.210 - ACCRUED EXPENSES 58
2.15.220 - COMPENSATED ABSENCES 58
2.15.230 - ACCRUED SALARIES AND WAGES 58
2.15.240 - ASSETS/FUNDS HELD FOR OTHERS 58
2.15.250 - DEFERRED REVENUE 58
2.15.260 - NOTES PAYABLE AND LINE OF CREDIT 59
2.15.270 - UNRESTRICTED, RESTRICTED AND DESIGNATED NET ASSETS 59
2.15.280 - LOANS TO OTHER GOVERNMENTS 59
Chapter 2.20 - REVENUE 59
2.20.010 - REVENUE RECOGNITION 60
2.20.020 - FEES FOR SERVICE 60
2.20.030 - ENDOWMENTS 60
2.20.040 - RENTAL INCOME 60

2.20.050 - BARTER TRANSACTIONS 60
2.20.060 - SURPLUS PERSONAL PROPERTY DISPOSAL 60
Chapter 2.25 - COST ACCOUNTING/EXPENSES 62
2.25.010 - CONSISTENCIES IN COST ACCOUNTING 62
2.25.020 - ALLOWABLE/UNALLOWABLE COSTS 62
2.25.030 - OPEN 68
2.25.040 - IN-KIND MATCHING/CONTRIBUTED SERVICES AND MATERIALS 68
2.25.050 - DISPOSAL OF ASSETS 73
2.25.060 - INTEREST EXPENSE 73
2.25.070 - PREMIUMS AND DISCOUNTS 73
2.25.080 - BID AND PROPOSAL COSTS 73
2.25.090 - CREDITS 73
Chapter 2.30 - GRANTS AND COST ESTIMATING 73
2.30.010 - INTENT 73
2.30.020 - ESTIMATING STAFF LABOR RATES AND HOURS 73
2.30.030 - PURCHASED MATERIAL COSTS 74
2.30.040 - CONSULTANT COSTS 74
2.30.050 - OTHER COSTS 74
2.30.060 - COSTING OF INDIRECT 75
2.30.070 - EFFECTIVE PROPOSAL DATES 75
2.30.080 - COST PROPOSAL SUPPORT 75
2.30.090 - GRANT ACCEPTANCE CRITERIA 75
Chapter 2.35 - PURCHASING AND CONTRACTING 77
2.35.010 - PART I - PROCUREMENT DECISION TREE 77
2.35.020 - PART II - SPECIFIC POLICIES AND PROCEDURES 78
2.35.020.001 – BACKGROUND 78
2.35.020.002 - REVISIONS TO MANUAL 78
2.35.020.003 - VARIATIONS FROM PROCEDURES 78
2.35.020.004 - APPLICABILITY OF COMPETITIVE PROCUREMENT REQUIREMENTS 78
2.35.020.005 - CONFORMANCE WITH THE LAW AND SRTA POLICIES AND PROCEDURES 79
2.35.020.006 - CONTRACT APPROVAL DELEGATIONS, DEVELOPMENT and ADMINISTRATION 79
2.35.020.007 - STANDARD OF CONDUCT FOR PERSONS INVOLVED IN PROCUREMENT 81
2.35.020.008 - STATEMENT OF NECESSITY TO ENSURE MOST EFFICIENT AND ECONOMIC PURCHASE 81
2.35.020.009 - USE OF OTHER NON-SRTA PROCUREMENTS 82

2.35.020.010 - THRESHOLD DETERMINATIONS CONCERNING CONTRACTORS / CONSULTANTS / VENDORS 83
2.35.020.011 - CONTRACT AWARDS TO RESPONSIVE AND RESPONSIBLE BIDDERS / OFFERORS 85
2.35.020.012 - WRITTEN RECORD OF PROCUREMENT HISTORY/PROCUREMENT FILE 89
2.35.020.013 - USE OF TIME-AND-MATERIAL CONTRACTS 90
2.35.020.014 - WRITTEN PROTEST PROCEDURES 90
2.35.020.015 - CHANGES AND MODIFICATIONS 92
2.35.020.016 - DISPUTES 92
2.35.020.017 - CONTRACT PERIOD OF PERFORMANCE LIMITATION 93
2.35.020.018 - ASSIGNMENT OF CONTRACT RIGHTS, JOINT PROCUREMENTS, AND INTERGOVERNMENTAL PROCUREMENT 94
2.35.020.019 - COMPETITION 95
2.35.020.019A - FULL AND OPEN COMPETITION 95
2.35.020.019B - ADVERTISING OF SOLICITATIONS/DISTRIBUTION OF ADVERTISED SOLICITATION DOCUMENTS 98
2.35.020.019C - PROHIBITION AGAINST GEOGRAPHIC PREFERENCES IN FEDERALLY FUNDED PROCUREMENTS 98
2.35.020.019D - WRITTEN PROCUREMENT SELECTION PROCEDURES 99
2.35.020.019E - PREQUALIFICATION CRITERIA 99
2.35.020.020 - BEST VALUE 100
2.35.020.021 - PROCUREMENT REQUISITIONS 101
2.35.020.022 - INDEPENDENT COST ESTIMATE (ICE) 102
2.35.020.023 - PROCUREMENT THRESHOLDS/METHODS OF PROCUREMENT 104
2.35.020.023A - PROCUREMENT BY MICRO-PURCHASE FOR SERVICES AND EQUIPMENT/SUPPLIES ($3,500 OR LESS) Including Indirect Funds – Only appropriate for procurements using direct federal payments to SRTA. 105
2.35.020.023B - PROCUREMENT BY SMALL PURCHASE PROCEDURES FOR EQUIPMENT AND SUPPLIES (Less than $25,000) 106
2.35.020.023C - PROCUREMENT BY SMALL PURCHASE PROCEDURE FOR SERVICES OTHER THAN ARCHITECTURAL & ENGINEERING (Less than $5,000) 107
2.35.020.023D - PROCUREMENT BY SMALL PURCHASE PROCEDURE FOR CONSTRUCTION - ($250,000 or less) Only appropriate for procurements using direct federal payments to SRTA. 107
2.35.020.023E - PROCUREMENT BY SEALED BIDS/IFB FOR EQUIPMENT, SUPPLIES AND CONSTRUCTION ($25,000 and above) 109
2.35.020.023F – PROCUREMENT BY COMPETITIVE PROPOSAL FOR SERVICES OTHER THAN ARCHITECTURAL AND ENGINEERING ($5,000 and above) 119
2.35.020.023G - PROCUREMENT OF A&E SERVICES BY SIMPLIFIED ACQUISITION PROCEDURES - ($250,000 OR LESS) - Only appropriate for procurements using direct federal payments to SRTA. 129

2.35.020.023H - PROCUREMENT OF A&E SERVICES 129
2.35.020.023I - AUDIT REQUIREMENTS FOR A&E SERVICES 132
2.35.020.023J - PROCUREMENT BY NONCOMPETITIVE PROPOSALS (SOLE SOURCE) WITH CALTRANS OR FEDERAL FUNDS Including Indirect Funds 132
2.35.020.023K - PROCUREMENT BY NONCOMPETITIVE PROPOSALS (SOLE SOURCE) WITHOUT FEDERAL FUNDS 134
2.35.020.023L - PROCUREMENT BY LIMITED COMPETITION 136
2.35.020.023M - OPTIONS 137
2.35.020.023N - CONTRACTS WITH OTHER GOVERNMENT AGENCIES 138
2.35.020.023O - USE OF ON-CALL MULTIPLE-AWARD PROCUREMENTS 138
2.35.020.024 - COST AND PRICE ANALYSIS 138
2.35.020.025 - BONDING REQUIREMENTS 140
2.35.020.026 - PAYMENT PROVISIONS IN THIRD-PARTY CONTRACTS 141
2.35.020.027 - LIQUIDATED DAMAGES PROVISIONS 142
2.35.020.028 - CONTRACT AWARD ANNOUNCEMENT 143
2.35.020.029 - CONTRACT PROVISIONS 143
2.35.020.030 - CARDINAL CONTRACT CHANGE 143
2.35.020.031 - STATUTORY AND REGULATORY REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS 145
2.35.020.032 - PROCUREMENT CARDS 145
2.35.020.033 - CLOSEOUT OF CONTRACT AND TASK ORDERS 146
2.35.020.034 – DISADVANTAGED BUSINESS ENTERPRISES AND EQUAL OPPORTUNITY 146
2.35.020.035 - INSURANCE REQUIREMENTS 148
2.35.030 - APPENDICES, REFERENCES, AND DEFINITIONS FOR 2.35.020 149
Chapter 2.40 - GRANT CONTRACTING AND MANAGEMENT 281
2.40.010 - GRANT CONTRACT APPROVAL PROCESS 281
2.40.020 - GRANT MANAGEMENT RESPONSIBILITIES 281
2.40.030 - ENTERING INTO AND MANAGING AGREEMENTS WITH SUB-RECIPIENTS OF FEDERAL (STATE) GRANT FUNDS 284
Chapter 2.45 - CASH RECEIPTS AND DEPOSITS 293
2.45.010 - CASH RECEIPTS AND DEPOSIT POLICY 293
Chapter 2.50 - AGENCY TRAVEL AND EXPENSE REIMBURSEMENT 293
2.50.010 - AGENCY TRAVEL AND EXPENSE REIMBURSEMENT POLICY 293
2.50.020 - DEBIT CARDS 296
2.50.0205– SRTA Purchasing Card (P-Card) Program Policy 297
TITLE 3 - PROGRAM ADMINISTRATION 308

Chapter 3.00 - FEDERAL TRANSIT ADMINISTRATION SECTON 5307 POLICIES -PROGRAM 308
3.00.010 - OVERVIEW 308
3.00.020 - ELIGIBLE APPLICANTS AND PROJECTS 308
3.00.030 - FTIP AND PROGRAM OF PROJECTS 309
3.00.040 - PUBLIC PARTICIPATION 310
3.00.050 - POST FTIP ADOPTION PROCESS 310
CHAPTER 3.05 - FEDERAL TRANSIT ADMINISTRATION SECTION 5310 POLICIES 310
3.05.010 - PROGRAM OVERVIEW 310
3.05.020 - ELIGIBLE APPLICANTS AND PROJECTS 311
3.05.030 - CALL FOR PROJECTS 311
3.05.040 - SRTA AUTHORIZATION 311
3.05.050 - PROJECT SELECTION 312
3.05.060 - POST-APPROVAL PROCESS 312
CHAPTER 3.10 - FEDERAL TRANSIT ADMINISTRATION SECTION 5311 POLICIES 314
3.10.010 - PROGRAM OVERVIEW 314
3.10.020 - PERMISSIBLE PROJECTS 314
3.10.030 - FUNDING DISCRETION 314
3.10.040 - CALL FOR PROJECTS 315
3.10.050 - PROJECT SELECTION 315
3.10.060 - POST-APPROVAL PROCESS 316
CHAPTER 3.15 - FEDERAL TRANSIT ADMINISTRATION SECTION 5311(F) POLICIES 317
3.15.010 - PROGRAM OVERVIEW 317
3.15.020 - ELIGIBLE APPLICANTS AND PROJECTS 317
3.15.030 - CALL FOR PROJECTS 317
3.15.040 - SRTA AUTHORIZATION 318
3.15.050 - PROJECT SUPPORT 318
3.15.060 - PROJECT SELECTION 318
3.15.070 - POST-APPROVAL PROCESS 318
CHAPTER 3.20 - FEDERAL TRANSIT ADMINISTRATION SECTION 5339 POLICIES 320
3.20.010 - PROGRAM OVERVIEW 320
3.20.020 - ELIGIBLE APPLICANTS AND PROJECTS 320
3.20.030 - FTIP AND PROGRAM OF PROJECTS 321
3.20.040 - PUBLIC PARTICIPATION 322
3.20.050 - POST FTIP ADOPTION PROCESS 322

CHAPTER 3.21 – FEDERAL AND STATE AWARDS MANAGEMENT 322
3.21.010 – ADVANCE PAYMENTS 322
CHAPTER 3.25 - NON-MOTORIZED PROGRAM 323
3.25.010 - PROGRAM OVERVIEW AND INTENT 323
3.25.020 - ELIGIBILITY 323
3.25.030 - INELIGIBLE COSTS 325
3.25.040 - FUNDING DISCRETION AND BUDGETING 325
3.25.050 - NOTICE OF FUNDING AVAILABILITY 326
3.25.060 - PROGRAM GUIDELINES 326
3.25.070 - CONTRACTING 327
3.25.080 - PROJECT MANAGEMENT AND DELIVERY 328
CHAPTER 3.26 STATE OF GOOD REPAIR PROGRAM POLICY 328
3.26.010 - PROGRAM OVERVIEW 328
3.26.020 - PROJECT ELIGIBILITY 328
3.26.030 - REGIONAL FUNDING PRIORITIES 329
3.26.040 - SRTA AND PARTNER ROLES 330
3.26.050 - PROJECT MANAGEMENT AND DELIVERY 330
CHAPTER 3.27 – LOW CARBON TRANSIT OPERATIONS PROGRAM POLICY 331
3.27.010 – PROGRAM OVERVIEW 331
3.27.020 – PROJECT ELIGIBILITY 332
3.27.030 – REGIONAL FUNDING PRIORITIES 333
3.27.040 – SRTA AND PARTNER ROLES 333
3.27.050 – ADDITIONAL PROCEDURES 334
3.27.060 – CONTRACTING 334
3.27.070 – PROJECT MANAGEMENT AND DELIVERY 334
CHAPTER 3.28 –CARBON REDUCTION PROGRAM POLICY 335
3.28.010 – PROGRAM OVERVIEW 335
3.28.020 – ELIGIBLE APPLICANTS 335
3.28.030 – PROJECT ELIGIBILITY 336
3.28.040 – FUNDING PRIORITIES 336
3.28.050 – SRTA AND PARTNER ROLES 338
3.28.060 – CALL FOR PROJECTS AND PROJECT SELECTION 338
3.28.070 – Project Funding, Programming, and Obligation 339
CHAPTER 3.30 - TRAVEL DEMAND MODEL POLICIES AND PROCEDURES 340

3.30.010 - INTRODUCTION 340
3.30.020 - PURPOSE FOR THE SHASTA COUNTY REGIONAL TRAVEL DEMAND MODEL 340
3.30.030 - BACKGROUND 341
3.30.040 - DEFINITIONS AND TERMS USED IN THIS HANDBOOK 342
3.30.050 - TRAVEL DEMAND MODEL TECHNICAL ADVISORY COMMITTEE 344
3.30.060 - RESPONSIBILITIES OF THE SHASTA REGIONAL TRANSPORTATION AGENCY 345
3.30.070 - RESPONSIBILITIES OF THE CITIES, SHASTA COUNTY, AND CALTRANS DISTRICT 2 WITHIN THE SHASTA COUNTY REGION 346
3.30.080 - APPROPRIATE USE OF THE SHASTA COUNTY REGIONAL TRAVEL DEMAND MODEL 346
3.30.090 - CONDITIONS FOR USE OF THE SHASTA COUNTY REGIONAL TRAVEL DEMAND MODEL 346
3.30.100 - PROCESS FOR TRANSITIONING FROM THE REGIONAL FOUR-STEP TRAVEL DEMAND MODEL TO THE NEW ACTIVITY-BASED TRAVEL DEMAND MODEL (SHASTASIM) 347
CHAPTER 3.35 - PRIORITIES AND PROCEDURES FOR THE DISTRIBUTION OF PLANNING FUNDS ... 351
3.35.010 - TERMS AND CONDITIONS 351
CHAPTER 3.40 - ADMINISTRATION OF REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) 353
3.40.010 - BACKGROUND 353
CHAPTER 3.50 - SOCIAL MEDIA TERMS OF USE 358
3.50.010 - PURPOSE 358
TITLE 4 - TRANSPORTATION DEVELOPMENT ACT HANDBOOK AND POLICIES AND PROCEDURES 361
Chapter 4.00 - PURPOSE 361
4.00.010 - PURPOSE 361
Chapter 4.05 - BACKGROUND 361
4.05.010 - BACKGROUND 361
4.05.020 - WHERE DOES THE INFORMATION IN THIS HANDBOOK COME FROM? 362
Chapter 4.10 - DEFINITIONS AND TERMS USED IN THE POLICIES AND PROCEDURES 362
Chapter 4.15 - TDA TIMETABLE 368
4.15.010 - TDA TIMETABLE 368
Chapter 4.20 - LOCAL TRANSPORTATION FUND 369
4.20.010 - BACKGROUND 369
4.20.020 - LOCAL TRANSPORTATION FUND PURPOSES IN GENERAL 369
4.20.030 - THE FOLLOWING REFLECTS THE PRIORITIES FOR THE SHASTA COUNTY REGION 369
4.20.040 - ARTICLES 371
4.20.050 - APPORTIONMENT, ALLOCATION AND PAYMENT 376

4.20.060 - CLAIM CONTENT FOR SRTA LTF CLAIMS 377
4.20.070 - TIMETABLE 377
Chapter 4.25 - STATE TRANSIT ASSISTANCE (STA) 377
4.25.010 - BACKGROUND 377
4.25.020 - STA FUND USES AVAILABLE IN SHASTA COUNTY 379
4.25.030 - FUNDING ELIGIBILITY AND QUALIFYING CRITERIA 380
4.25.040 - EFFICIENCY STANDARDS 381
4.25.050 - CLAIM CONTENT FOR SRTA STA CLAIMS 384
4.25.060 - TIMETABLE 385
Chapter 4.30 - BIKE & PEDESTRIAN CLAIMS 385
4.30.010 - PROGRAM OVERVIEW 385
4.30.020 - PERMISSIBLE PROJECTS 385
4.30.030 - FUNDING DISCRETION 386
4.30.040 - CALL FOR PROJECTS 386
4.30.050 - PROJECT SELECTION 386
4.30.060 - GENERAL INTENT 386
4.30.070 - TWO-PERCENT NON-MOTORIZED PROGRAM 387
4.30.080 - MINIMUM ELIGIBILITY REQUIREMENTS 387
4.30.090 - PROJECT SCORING CRITERIA 387
4.30.100 - RURAL BLAST PROGRAM 388
4.30.110 - MINIMUM ELIGIBILITY REQUIREMENTS 388
4.30.120 - CONTRACTING 388
4.30.130 - PROJECT MANAGEMENT AND DELIVERY 388
Chapter 4.35 - TRANSIT OPERATOR CLAIMS 389
4.35.010 - INTRODUCTION 389
4.35.020 - ELIGIBLE EXPENSES 389
4.35.030 - CLAIM RESTRICTIONS 389
4.35.040 - CLAIM PROCESS 391
4.35.050 - CLAIM FORMS AND REQUIRED INFORMATION 391
4.35.060 - CLAIM REVISION OR AMENDMENT PROCESS 392
4.35.070 - REPORTING REQUIREMENTS 392
4.35.080 - TIMETABLE 393
Chapter 4.40 - COMMUNITY TRANSIT SERVICE CLAIMS 394
4.40.010 - INTRODUCTION 394

4.40.020 - REQUIREMENTS 395
4.40.030 - PERFORMANCE CRITERIA 395
4.40.040 - ARTICLE 4.5 DISTRIBUTION FORMULA 395
4.40.050 - BOARD-ADOPTED PRIORITIES 396
4.40.060 - CLAIM CONTENT 396
4.40.070 - REPORTING REQUIREMENTS 396
4.40.080 - TIMETABLE 397
Chapter 4.45 - STREETS AND ROADS CLAIMS 397
4.45.010 - INTRODUCTION 397
4.45.020 - ELIGIBLE PROJECTS 397
4.45.030 - ELIGIBILITY REQUIREMENTS 398
4.45.040 - DOCUMENTATION WHEN SUBMITTING CLAIM 398
4.45.050 - REPORTING REQUIREMENTS 398
Chapter 4.50 - MULTIMODAL TERMINAL CLAIMS 398
4.50.010 - MULTIMODAL TERMINAL CLAIMS 398
4.50.020 - REPORTING REQUIREMENTS 399
Chapter 4.55 - COUNTY AUDITOR'S RESPONSIBILITIES 399
4.55.010 - COUNTY AUDITOR'S RESPONSIBILITIES 399
Chapter 4.60 - TDA CLAIM PROCESSING 400
4.60.010 - COST ALLOCATIONS 400
4.60.020 - METHODS 400
Chapter 4.65 - TRANSIT PERFORMANCE IMPROVEMENT RECOMMENDATIONS 403
4.65.010 - INTRODUCTION 403
4.65.020 - EFFORTS TO IMPROVE PRODUCTIVITY 403
4.65.030 - TIMETABLE 405
Chapter 4.70 - FISCAL AUDIT REQUIREMENTS 406
4.70.010 - FISCAL AUDIT REQUIREMENTS 406
Chapter 4.75 - PERFORMANCE AUDITS 408
4.75.010 - CRITERIA FOR PERFORMANCE AUDITS 408
4.75.020 - REPORTING RESULTS 410
4.75.030 - SRTA REVIEW AND ACTION 410
Chapter 4.80 - STATE CONTROLLER DIVISION OF LOCAL GOVERNMENT FISCAL AFFAIRS-TRANSIT OPERATORS 410

4.80.010 - STATE CONTROLLER DIVISION OF LOCAL GOVERNMENT FISCAL AFFAIRS - TRANSIT OPERATORS 410
Chapter 4.85 - FUND BALANCE 411
4.85.010 - FUND BALANCE 411
4.85.020 - RESERVED FUNDS 411
4.85.030 - UNALLOCATED APPORTIONMENTS 412
4.85.040 - UNRESTRICTED FUND BALANCES 412
4.85.050 - LOCAL FUND BALANCES 412
4.85.060 - LOCAL FUND BALANCE ACCOUNTING 413
Chapter 4.90 - CLAIM REVISIONS 413
4.90.010 - CLAIM REVISIONS 413
Chapter 4.95 - REVISED FINDING OF APPORTIONMENT 414
4.95.010 - REVISED FINDING OF APPORTIONMENT 414
Chapter 4.100 - SWITCHING ALLOCATIONS 414
4.100.010 - SWITCHING ALLOCATIONS 414
Chapter 4.105 - CLAIMING AN UNALLOCATED APPORTIONMENT 414
4.105.010 - CLAIMING AN UNALLOCATED APPORTIONMENT 414
Chapter 4.110 - CHANGING THE PURPOSE OF RESERVED FUNDS 415
4.110.010 - CHANGING THE PURPOSE OF RESERVED FUNDS 415
Chapter 4.115 - OPEN 415
4.115.010 - OPEN 415
Chapter 4.120 - METHODOLOGY TO CALCULATE INFLATION 415
4.120.010 - METHODOLOGY TO CALCULATE INFLATION 415
Chapter 4.125 - OPEN 415
4.125.-010 – OPEN 415
Chapter 4.130 - OPEN 415
4.130.010 - OPEN 415
Chapter 4.135 - UNMET NEEDS 415
4.135.010 - BACKGROUND 416
4.135.020 - PROCEDURES 416
4.135.030 - DEFINITION OF UNMET TRANSIT NEEDS 417
4.135.040 - DEFINITION OF REASONABLE TO MEET 418
Chapter 4.140 - OPEN 419
4.140.010 - OPEN 419

Chapter 4.145 - LOANS TO OTHER GOVERNMENTS 420
4.145.010 - LOANS TO OTHER GOVERNMENTS 420
Chapter 4.150 - CALCULATION OF FARE BOX RECOVERY RATIO 420
4.150.010 - CALCULATION OF FARE BOX RECOVERY RATIO 420
4.150.020 - TDA STANDARDS FOR FARE BOX RECOVERY RATIOS 422
4.150.030 - FARE BOX RATIOS REQUIRED BY SRTA 424
4.150.040 - FAILURE TO MEET FARE BOX RATIO 424
4.150.050 - APPENDIX A 424
4.150.060 - APPENDIX B: QUESTIONS AND ANSWERS 438
Shasta Regional Transportation Agency 449
Human Resources Policies and Procedures Manual (Title 5) 449
TITLE 5 - HUMAN RESOURCES POLICIES AND PROCEDURES 450
Chapter 5.00 - LEGAL 450
5.00.010 - INTRODUCTION/RIGHT TO REVISE 450
5.00.020 - EQUAL EMPLOYMENT OPPORTUNITY 451
5.00.030 – CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT AND AMERICANS WITH DISABILITIES ACT POLICY 452
5.00.040 - POLICY AGAINST DISCRIMINATION AND HARASSMENT 452
5.00.050 - POLICY AGAINST VIOLENCE IN THE WORKPLACE 459
5.00.060 – LACTATION ACCOMMODATION 460
5.00.070 - EMPLOYMENT ELIGIBILITY 461
5.00.080 - BUSINESS ETHICS 461
Chapter 5.05 - EMPLOYMENT PRACTICES 462
5.05.010 - PROBATION 462
5.05.020 - EMPLOYMENT STATUS 463
5.05.030 - JOB CLASSIFICATION ADMINISTRATION 464
5.05.040 - COMPENSATION 466
5.05.050 - ACTING PAY/WORKING OUT OF CLASSIFICATION 468
5.05.055 - MID-MANAGER ROLE ROTATION 469
5.05.060 - PERFORMANCE EVALUATION 469
5.05.070 - PERSONNEL RECORDS 473
5.05.080 - HOURS OF WORK 474
5.05.090 - OVERTIME PAY 477
5.05.100 - PAYMENT OF WAGES 478

5.05.110 - ATTENDANCE AND TARDINESS 480
5.05.120 - MANDATORY MEETINGS/TRAINING 481
5.05.130 - STANDARDS OF CONDUCT 482
5.05.140 - DISCIPLINARY ACTIONS 484
5.05.150 - DISCIPLINARY APPEALS PROCEDURE 486
5.05.160 - TERMINATION OF EMPLOYMENT 488
5.05.170 - COMPLAINT RESOLUTION PROCEDURE 490
Chapter 5.10 - BENEFITS 492
5.10.010 - HEALTH AND WELFARE BENEFITS 492
5.10.020 - MANAGEMENT BENEFITS 496
5.10.030 - HOLIDAYS 499
5.10.050 - SICK LEAVE 502
5.10.060 - SICK LEAVE RETENTION INCENTIVE PAYMENT 502
5.10.070 - INDUSTRIAL LEAVE 503
5.10.080 - BEREAVEMENT LEAVE 504
5.10.085 – PERSONAL LEAVE WITHOUT PAY 505
5.10.090 – CFRA LEAVE; PREGNANCY DISABILITY LEAVE; AND MISCELLANEOUS EMPLOYEE LEAVE POLICIES 506
5.10.100 – JURY AND WITNESS DUTY 510
5.10.110 - VOTING TIME 511
5.10.120 - MILITARY LEAVE 511
5.10.130 - VOLUNTEER CIVIL SERVICE PERSONNEL 511
5.10.140 - SCHOOL APPEARANCE LEAVE 511
5.10.150 – TIME OFF FOR CRIME VICTIMS 512
5.10.160 – TIME OFF TO ATTEND COURT PROCEEDINGS 513
5.10.170 – REPRODUCTIVE LOSS LEAVE 513
5.10.180 - REIMBURSEMENT FOR TUITION AND OTHER TRAINING AND EDUCATION COSTS 514
5.15.010 - EMPLOYMENT OF RELATIVES 516
5.15.020 - EMPLOYEE DATING POLICY 517
5.15.030 - ALCOHOL-FREE AND DRUG-FREE WORKPLACE POLICY 517
5.15.040 - SMOKING 520
5.15.050 - GRATUITIES 520
5.15.060 - SECURITY AND PRIVACY 520
5.15.070 - COMPUTER AND EMAIL POLICY 522

5.15.080 - CONFIDENTIALITY AND PROTECTION OF PROPRIETARY INFORMATION 525
5.15.090 - WORKPLACE ATTIRE 525
5.15.100 - MEDIA CONTACT 526
5.15.110 - DRIVING POLICY 526
5.15.120 - EXPENSE REIMBURSEMENT 527
5.15.130 - OUTSIDE EMPLOYMENT AND CORPORATE AFFILIATION POLICY 528
5.15.140 - APPENDIX 4.A 533
5.15.150 - APPENDIX 4.B 534

TITLE 1 – BYLAWS

Chapter 1.00 - BYLAWS OF THE SHASTA REGIONAL TRANSPORTATION AGENCY

Adopted May 22, 2012 (Rev. 02/23/16, 12/13/21, and 2/26/26)

STATEMENT OF PRINCIPLES AND POLICIES

Shasta County and the incorporated cities within the county are members of an organization known as the "Shasta Regional Transportation Agency" (SRTA), to enable the cities and the county, as governmental agencies closest to the people, to exercise basic initiative and leadership in the transportation planning process. It will be the duty of this body to guide the development of the Regional Transportation Plan, State and Federal transportation improvement programs and their updates, review applications for funds, approve the allocation of and claims for Transportation Development Act funds, and encourage active citizen participation in the development and monitoring of various transportation-related plans and programs.

To provide a framework wherein this SRTA may function, the following bylaws have been established. The SRTA is not a substitute for basic local government, but an organization through which individual governmental units can work on regional needs through coordination, collaboration, and partnerships.

ARTICLE 1 - DEFINITIONS

1. Board: Board means the governing board of the SRTA.

2. Chair: Chair means the Chairperson of the Board.

3. Executive Director: Executive Director means the Executive Director of the SRTA.

4. SRTA: SRTA means the Shasta Regional Transportation Agency. The SRTA fulfills all legislative roles as both a State Local Transportation Commission and a Federal Metropolitan Planning Organization.

ARTICLE 2 – GENERAL PROVISIONS

SECTION 1: These bylaws shall apply to the SRTA. The SRTA is the federally designated metropolitan planning organization (MPO) and state-designated regional transportation planning agency for Shasta County.

SECTION 2: The Board of the SRTA shall consist of three members appointed by the Shasta County Board of Supervisors, three members appointed by a committee of mayors of the cities within the county, and one member representing the Redding Area Bus Authority (RABA), appointed by the RABA governing board. Appointees shall be elected officials of the agency appointing them and shall serve at the pleasure of that agency.

ARTICLE 3 - FUNCTIONS

The functions of the SRTA are as follows:

To carry out all responsibilities as the regional transportation planning agency as designated by California Government Code Section 65080 et seq.

1. To carry out all responsibilities as the metropolitan planning organization (MPO) as designated by 23 USC Section 134 and 49 USC Section 5303.

2. To serve as the lead agency for determination of air quality conformity between transportation plans, programs, and projects and any applicable State Implementation Plan.

3. To provide a venue for discussion and study of regional transportation problems of mutual interest to member agencies.

ARTICLE 4 - MEETINGS

SECTION 1: Regular meetings of the SRTA shall generally be held on the last Thursday of the month in February, April, June, October, and December, or as necessary, at a time and location that is mutually agreeable to the Board. The Chair or Executive Director may reschedule regular meetings, as the need arises. The Executive Director shall cause written notice of all regular meetings to be given to all members of the Board at least 72 hours in advance of the meetings. The notice shall contain an agenda for the meeting, and the time and location of the meeting.

SECTION 2: Special meetings of the SRTA may be called by the Chair or upon written request of four members of the Board. The Executive Director shall cause notice of all special meetings to be given to all members of the Board, and to all media outlets that have requested notice in writing, at least 24 hours in advance of the meetings. The notice shall state the time, location, and purpose of the meeting. Only the matters specified in the notice may be considered at the special meeting.

SECTION 3: Any regular or special meeting may be adjourned to a time and location specified in the order of adjournment. If all Board members are absent, the Executive Director may adjourn the meeting to a stated time and location. If one or more Board members are present, but less

than a quorum, the members present may adjourn the meeting to a mutually agreed upon time and location.

SECTION 4: When the majority of the Board determines that an emergency situation exists, it may call an emergency meeting. Telephonic notice must be provided to all media outlets that have requested that they receive notice of any special meetings at least one hour prior to the meeting, or as otherwise provided by the Ralph M. Brown Act (California Government Code Section 54950 et seq.).

SECTION 5: All meetings of the SRTA shall be open to the public and held in accordance with the Ralph M. Brown Act and open meeting laws.

SECTION 6: All committees and working groups of the SRTA shall meet on the call of the Executive Director. Each committee or working group member shall be notified of a meeting, either personally or by written notice, at least three calendar days prior to the meeting.

SECTION 7: When the Board is scheduled to consider a matter that requires a public hearing, notice of such public hearing shall be published in a local newspaper of general circulation at least 10 days prior to the hearing. In the case of the annual unmet transit needs hearing, held in accordance with California Public Utilities Code Section 99238.5, the notice of public hearing shall be published at least 30 days prior to the hearing. All notifications shall be consistent with the SRTA Public Participation Plan.

ARTICLE 5 - CONDUCT OF MEETINGS

SECTION 1: Except as herein or otherwise provided, Roberts Rules of Order shall be used to govern all proceedings.

SECTION 2: It shall be the policy of the SRTA to entertain the opinions of any person, firm, or corporation relative to any pending matter. The Chair shall, however, have the prerogative to limit the time of any presentations.

SECTION 3: The Chair may, with the approval of a majority of the representatives present, adjourn any meeting to a time and location of his/her choice.

SECTION 4: All votes shall be cast by the person or persons authorized to do so by the member government they represent. No proxy, absentee or fractional votes may be cast.

SECTION 5: Closed sessions shall be held in conformance with the Government Code of the State of California.

ARTICLE 6 - QUORUM & VOTING

A quorum and voting at Board meetings shall be as follows:

SECTION 1: A majority of the Board shall constitute a quorum.

SECTION 2: Each member of the Board shall have an alternate to represent said member.

SECTION 3: A quorum of the Board must be present to conduct business.

SECTION 4: Each Board member shall have one vote.

SECTION 5: The Board shall take no action except upon the affirmative vote of at least four members.

SECTION 6: The Board shall act by resolution or minute action. All resolutions shall be adopted by a vote recorded in the Board minutes and signed by the Chair.

ARTICLE 7 - DUTIES OF OFFICERS

SECTION 1: The Chair shall preside at all meetings, decide questions of parliamentary procedure, call special meetings, and perform such other functions and duties which may be prescribed by appropriate authority, or which is customary of the office of Chairperson.

SECTION 2: The Vice Chair shall perform the functions and duties of the Chair in the Chair's absence.

ARTICLE 8 - ELECTION OF OFFICERS

SECTION 1: Nomination and election of the Chair and Vice Chair shall be held at each February meeting of the Board. Officers shall serve a one-year term. Any vacancy during the term shall be filled by nomination and election for such office for the remainder of the term.

SECTION 2: Nominations may include any member of the Board and may be made by any member of the Board.

SECTION 3: The election for the office of Chair and Vice Chair shall be held immediately after all nominations have been declared closed by the Chair.

SECTION 4: Officers shall take office immediately after their election, or as soon thereafter as practicable, and serve until disqualified or until their successors are duly elected.

ARTICLE 9- EXECUTIVE DIRECTOR

SECTION 1: The Executive Director of SRTA shall be appointed by the Board and serve at the pleasure of the Board.

SECTION 2: The Executive Director shall perform or supervise the administrative and secretarial work of the SRTA, and shall hire and supervise all staff, pursuant to SRTPA Personnel Policies and Procedures. His/her specific duties entail serving as secretary to the SRTA; keeping accurate and sufficient records of all proceedings; receiving and transmitting all correspondence; maintaining files for all reports; directing and coordinating the work of the SRTA; preparing and administering the SRTA annual budget; maintaining a record of all financial transactions; managing all support functions including personnel, accounting, banking, insurance and facilities; and such other duties as are usually incidental to such position.

SECTION 3: The Executive Director shall:

a. Advise all prospective Local Transportation Fund (LTF) claimants of the amounts of anticipated area apportionments in accordance with Section 6644 of the California Code of Regulations (CCR).

b. Review claims submitted pursuant to Sections 6630 and 6732 of the CCR and prepare a proposed annual budget for Transportation Development Act (TDA) funds to be allocated to claimants as approved by the Board.

c. Transmit allocation instructions to the county auditor to pay from the LTF and State Transit Assistance funds those approved claims that are in the proper order and for which sufficient monies are available in accordance with Sections 6659 and 6752 of the CCR. Such payments shall be made in accordance with SRTA policies and procedures.

d. Prepare an amended budget for TDA funds as needed to make mid-year allocation and claim adjustments.

SECTION 4: At or near the October meeting in each calendar year, the Board shall meet in closed session to review the performance of the Executive Director. The review shall include review of goals and past performance. The review may include input from staff of SRTA's member agencies. A draft report shall be prepared by the Executive Director and reviewed by the Fiscal and Policy Committee. After incorporating recommendations of the Fiscal and Policy Committee, the final draft evaluation will be available to the full Board for discussion in the closed session.

ARTICLE 10- OPERATIONS

SECTION 1: The vote on all agenda actions shall be by voice vote unless a roll call vote is requested by a Board member. If the roll is not called, the Chair may order the motion unanimously approved. When the roll is called on any motion, any member present who does not vote in an audible voice shall be recorded as “aye.”

SECTION 2: Subjects for inclusion on the agenda are to be directed to the Executive Director. Any subject of mutual interest to the members of the SRTA will be entertained, discussed, and if appropriate, voted upon.

a. Subjects proposed for discussion by members of the SRTA shall be automatically placed on the agenda.
b. Subjects proposed for discussion by persons or organizations that are not members of the SRTA shall be placed on the agenda upon approval of the Chair or Executive Director.
c. All written requests denied under the preceding sub-section shall be identified in the agenda under "communications” and read or distributed at the meeting upon the direction of the Chair or upon a majority vote of the Board.
d. Non-members will be recognized by the Chair, who will have the prerogative to establish time limits, or any other control measures he/she deems appropriate for presentations or comments.

SECTION 3: Minutes summarizing the Board’s transaction of business shall be kept by the Executive Director or such other person as may be designated by the Executive Director. The minutes need only reflect such business as was actually acted upon by the Board and shall not be required to reflect any remarks of members or of any person. Minutes shall be kept in the following manner:

a. Meeting minutes will follow the action-style of minutes, which typically record the following information:
    i. The meeting date, start and end times, location, and type of meeting.
    ii. The names of board members and staff present.
    iii. A description of the items discussed.
    iv. A record of any public comments made and, if available and as applicable, a summary of support or opposition to any item or action.
    v. A statement of action (e.g., motion, resolution, ordinance, etc.,) and a record of the vote.
    vi. Follow up action, if necessary.
b. Specific remarks by board members or any other person will not be recorded for the written record, except at the request of a board member.
c. Summary-style minutes may be utilized in the event that a board meeting cannot be recorded, or technical challenges arise that prevent the uploading of a recorded meeting for public viewing. These minutes will include all content of action-style minutes and brief, concise, and neutral summaries of commentary by the board of directors or public comment.

d. As soon as possible after each meeting, the Executive Director shall forward a copy of the minutes to each member. Unless a member requests a reading of the minutes, such minutes may be approved without reading if each member has been previously furnished a copy.
e. Closed sessions of meetings are confidential, and minutes will not be taken, unless specifically requested and agreed upon by a majority of the board of directors. Any minutes taken during a closed session will be recorded as a "minute book," and shall remain confidential as they are not considered a public record subject to inspection pursuant to the California Public Records Act. A closed session "minute book" shall be made available for review:
    i. only by current members of the SRTA Board of Directors, provided they are not disqualified from attending the closed session due to a conflict of interest; or
    ii. as may be ordered by a court.

ARTICLE 11- AMENDMENTS

These bylaws may be amended by a majority vote of the Board as an agenda item at any duly noticed regular meeting.

ARTICLE 12 - COMMITTEES

SECTION 1: The SRTA shall maintain three standing advisory committees to advise the SRTA on studies and projects on a continuing basis. The Executive Director shall provide staff support for the activities of these committees. The standing committees will include:

a. Technical Advisory Committee: The Technical Advisory Committee (TAC) shall be composed of two members each of the staff of Shasta County and the cities of Anderson, Redding, and Shasta Lake, and one member each from the Redding Area Bus Authority, Redding Airports, Shasta County Air Quality Management District, the designated Consolidated Transportation Services Agency and Caltrans. The TAC shall review and evaluate all programs and projects for consideration by the Board and shall provide its recommendation to the Board.

b. Social Services Transportation Advisory Council: The Social Services Transportation Advisory Council (SSTAC) shall include members and conduct its activities in accordance with the Transportation Development Act (Public Utilities Code Section 99238 et seq.) and in accordance with the SSTAC Guidelines and Bylaws approved by the SRTA.

c. Fiscal and Policy Committee: The Fiscal and Policy Committee is a standing committee that provides the highest level of management oversight related to SRTA financial operations, all policies, and human resource needs. The Fiscal and Policy Committee shall consist of the chair and two additional Board members appointed or reappointed by the full Board each February.

SECTION 2: The SRTA may establish additional committees or working groups as deemed necessary or convenient to fulfill the duties of the SRTA.

ARTICLE 13 – REGIONAL TRANSPORTATION PLANNING

SECTION 1: In all cases, the Board shall allocate funds only in accordance with a finding that the proposed expenditures are consistent with its adopted Regional Transportation Plan.

SECTION 2: The SRTA shall, through its adopted annual Overall Work Program (OWP), allocate to the various other participating agencies sufficient funds to permit such agencies to perform their planning responsibilities as designated in the OWP.

SECTION 3: In discharging its comprehensive regional planning program responsibilities, the SRTA shall be guided by the terms and provisions of its Memorandum of Understanding with the state, its adopted public participation procedures, and by the provisions of the OWP.

SECTION 4: The SRTA shall prepare and update, as necessary, policies and procedures for administration of planning and programming functions including the OWP, TDA claims, and other provisions related to federal, state, and local funding requirements.

ARTICLE 14 - SERVICES

The SRTA shall contract out for legal services, independent audits, and other professional services, as deemed necessary for administration and operation purposes. These services shall be performed under supervision of the Executive Director in accordance with procedures prescribed by the Federal and State governments.

ARTICLE 15 - REFERRALS

The SRTA may accept, by letter or resolution, referrals for studies and reports from any duly constituted advisory or legislative body or their representatives. Reports will be made and returned to the referring body within a reasonable time.

ARTICLE 16 - ADOPTION AND CERTIFICATION

These bylaws were duly adopted by the Board of the Shasta Regional Transportation Agency, at a Board meeting held on May 22, 2012, with revisions dated February 23, 2016, and December 13, 2021.

Greg Watkins, Chair
Shasta Regional
Transportation Agency

December 13, 2021
Date

Chapter 1.05 - SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL (SSTAC) BYLAWS

The Social Services Transportation Advisory Council (SSTAC) was established under the requirements of the Transportation Development Act. The SSTAC serves as an advisory body to the Shasta Regional Transportation Agency (SRTA) regarding the transit needs of residents of the Shasta Region, including but not limited to transit dependent and transit disadvantaged persons such as the elderly, disabled, and persons of limited means.

The SSTAC shall be governed by the following bylaws.

A. RESPONSIBILITIES

1. Advise SRTA on the following:
   a. Transit needs of the general public (e.g., hours of service, new bus routes, shorter headways, etc.) including but not limited to transit dependent and transit disadvantaged persons such as the elderly, disabled, and persons of limited means.
   b. Coordination between transit service providers in the region.
   c. Potential connections for people walking or riding bikes to/from transit for funding consideration in SRTA's Non-Motorized Program.
   d. Other issues the membership believes are relevant to transit in the Shasta Region (i.e., potential review of transit grant applications, coordination/consolidation of specialized transit services, connections to interregional transit services, etc.)

2. Annually participate in the identification of transit needs in the Shasta Region, including unmet transit needs that may exist and that may be reasonable to meet by establishing or contracting for new public transportation or specialized transportation services.

3. Annually review and recommend action by SRTA which finds, by resolution, that:
   a. There are no unmet transit needs;
   b. There are no unmet transit needs that are reasonable to meet;
   c. There are unmet transit needs, including needs that are reasonable to meet; and/or
   d. There are unmet transit needs that are not reasonable to meet.

4. Serve as a Transit Advisory Council to RABA as needed.

B. PARTICIPANTS

1. SSTAC meeting participation shall include nine members per statutory guidelines (see Public Utilities Code Section 99238 below):
   a. One representative of potential transit users who is 60 years of age or older.
   b. One representative of potential transit users who is disabled.
   c. Two representatives of local social service providers for seniors, including one representative of a transportation provider. Two representatives of local social

service providers for the disabled, including one representative of a transportation provider.

d. One representative of a local social service provider for persons of limited means.
e. Two representatives from the local consolidated transportation service agency, designated pursuant to subdivision (a) of Section 15975 of the Government Code, including one representative from an operator.
f. The SRTA Board of directors may approve up to nine additional representatives, including representatives of residents walking and bicycling to/from transit, to participate at SSTAC meetings and serve as an alternate for any of the nine statutory members, if needed.

2. In appointing council members, SRTA shall strive to attain geographic and minority representation among council members.

C. TERM OF OFFICE

1. The term of appointment shall be for three years and may be renewed.

D. VACANCIES

1. A vacancy shall be created when a member: resigns; completes their term of appointment and does not wish to be reappointed; misses three consecutive regular meetings without good cause; or when a member can no longer carry out their responsibilities as a council member.
2. If a member resigns during his/her term, SRTA's Executive Director may fill vacancies, in consultation with the SSTAC or SSTAC Chair, for the remainder of the original term.
3. The SRTA Board of Directors approves three-year appointments.
4. All SSTAC positions shall be advertised, every three years, to either extend the tenure of current positions or appoint new members.

E. ELECTION OF OFFICERS

1. During the first meeting of the calendar year, the council shall elect a Chair and Vice Chair to serve for one year. Upon resignation of an officer, a special election shall be held.

F. DUTIES OF OFFICERS

1. **Chair:** The Chair shall preside at all SSTAC meetings. The Chair may appoint committees, conduct elections to fill the positions of Chair and Vice Chair, prepare and sign correspondence reflecting SSTAC votes, or input provided, and may delegate his/her responsibility to sign correspondence. The Chair or his/her designee should report to the SRTA Board of Directors on recommendations of the SSTAC.

2. **Vice Chair:** In the absence of the Chair, the Vice Chair shall perform the duties of the Chair.

3. **Secretary**: The Secretary shall be SRTA Executive Director or his/her designee. The Secretary shall provide information and general assistance; take meeting notes for all SSTAC meetings; prepare agendas, SSTAC letters and other correspondence, as requested by the Chair; and prepare and distribute special notices, agenda announcements, staff reports and other materials, as directed by the Chair or SRTA management.

G. ORGANIZATION AND PROCEDURES

1. **Meetings:** The SSTAC shall meet at least twice per year, typically in March and September. Additional meetings may be held as needed. Alternate times and dates to those scheduled must be agreed upon by a majority of the members in order to carry out the responsibilities described above. The meetings shall be open to the public, in compliance with the Ralph M. Brown Act (Government Code Section 54950 et seq.) and shall be held at the Shasta Regional Transportation Agency. If an alternate location is required, it must be an accessible location in order to facilitate the attendance of physically disabled members of the SSTAC and the community in general. In the event both the Chair and Vice Chair are absent, the majority of a quorum may appoint a presiding officer for that meeting.
2. **Quorum**: A minimum of five of the nine statutory members, or alternates, shall constitute a quorum for the transaction of official business.
3. **Voting**: Actions are generally taken by consensus of all participants. If a vote is required, it shall be by a voice vote unless any member requests a roll call vote. Where a vote is taken, passage requires five votes.
4. **Limitation of Discussion:** Discussion on any matter by council members or the general public may be limited to such length of time as the Chair may deem reasonable under the circumstances.
5. **Conduct of Meetings:** Meetings are generally to be conducted in accordance with the principles of Robert's Rules of Order.
6. **Meeting Notes:** Meeting notes recording the members and visitors present, motions entertained, and actions taken at each meeting shall be prepared by SRTA staff, posted on the SRTA website, and made available to the SRTA Board of Directors after each SSTAC meeting.
7. **Bylaws**: These bylaws may be amended by a majority vote of the SSTAC members and subsequent approval by the SRTA Board of Directors.
8. **Communications:** Official communications shall be in writing and shall be approved by the SSTAC or SSTAC Chair. Official communications approved by the SSTAC Chair shall be shared with the SSTAC as soon as reasonably practical. The Chair or his/her designee should make presentations to the SRTA Board for unmet transit needs findings.

9. **Staff Assistance:** In addition to assistance from SRTA staff, the SSTAC shall solicit technical assistance from the Redding Area Bus Authority, other transit providers, and relevant local agency staff regarding public transit and walking/bicycling access to public transit.

Approved by SSTAC on September 9, 2003; amended October 22, 2008
Approved by SCRTPA on October 21, 2003; amended December 9, 2008
Amendment approved by SSTAC November 14, 2012
Amendment approved by SRTA Board of Directors December 20, 2012
Amendment approved by SSTAC November 15, 2017
Amendment approved by SRTA Board of Directors December 17, 2017
Amendment approved by SSTAC April 16, 2025

TITLE 2 - FINANCIAL & ACCOUNTING POLICIES & PROCEDURES

Chapter 2.00 - INTRODUCTION

2.00.010 - PURPOSE OF MANUAL

A. The purpose of this manual is to enable the Shasta Regional Transportation Agency board and agency personnel to carry out the purpose and mission of the agency within the guidelines set by the California Government Code, the State Controller's Office, and the United States Government.

2.00.020 - AMENDING THE FINANCIAL AND ACCOUNTING POLICIES & PROCEDURES

A. This manual will be reviewed by the Fiscal & Policy Committee on an annual basis.

B. Amendments to this manual may be made at any time and any amendments require both Fiscal & Policy Committee and board approval.

Chapter 2.05 - INTERNAL CONTROL POLICIES

2.05.010 - THE BOARD

A. The board is responsible for the oversight of management and to provide continuity to the agency. Responsibilities of the board as they relate to financial operations are to:

1. Hire/support/evaluate/discharge the executive director;

2. Safeguard the assets of the agency by developing and implementing policies and procedures;

3. Monitor the financial performance of the agency;

4. Create an environment for ethical behavior;

5. Commit the financial and administrative resources for the prevention and detection of fraud and embezzlement;

6. Review and approve the annual budgets and all budget revisions;

7. Review and approve major organizational decisions, commitments, and plans including

expenditures, contracts, loans, and leases;

8. Evaluate progress toward program and financial goals;

9. Ensure the continuity of the agency through the development and recruitment of the executive director;

10. Conduct affairs of the board including board development, transition and effectiveness; and

11. In conjunction with the executive director, provide leadership on organizational transition, structure and planning.

B. The board, as the governing body of the agency, formulates financial policies. The board may choose to delegate some of the responsibility for administration of financial policies to staff or to the Fiscal & Policy Committee.

C. The board is required to complete ethics training biennially.

D. The board will meet their specific responsibilities through:

1. Board orientation;

2. Information flow: financial statements, reporting regarding programs and operations, planning;

3. Each board member exercise of informed, independent judgment;

4. Appropriate board organization and continuity;

5. Board meetings, agendas, minutes and documentation;

6. Appropriate committee structure; and

7. Determination of board-executive staff relationships and the extent of delegation of management authority.

2.05.020 – FISCAL & POLICY COMMITTEE

A. The agency will establish a fiscal sub-committee comprised of the following:

1. All sub-committee members should possess or obtain a basic understanding of governmental financial reporting and auditing.

2. The sub-committee should have access to the services of at least one financial expert, either a committee member or an outside party engaged by the committee for this purpose.

3. The actual fiscal sub-committee membership should be comprised of the agency's board members.

4. The minimum membership of the committee should be no fewer than two (2) members.

B. The fiscal sub-committee provides the highest level of management oversight related to financial operations. Responsibilities of the fiscal sub-committee are:

1. Recommend the choice of an auditor after completion of request for proposal (RFP) process; perform regular, in-depth reviews of the agency's financial activity; oversee the development of the annual budget and budget revisions; determine the allocation of assets and investments.

2. Submit any financial policies it deems to be in the best interest of the agency within the parameters of the bylaws or federal, state and local laws to the board for approval.

3. Meet as needed or at least twice a year.

4. Determine that all investigations of ethics violations, fraud or embezzlements have been adequately performed.

5. Evaluate, on an annual basis, the performance of the agency executive director related to the finances.

6. Obtain informal training related to the understanding of financial statements and generally accepted accounting principles.

7. Review financial policies and procedures on an annual basis.

8. Meet with the independent auditor for a pre-audit meeting and post-audit meeting.

9. Present a financial operations report to the board at each board meeting.

2.05.030 - GENERAL BUSINESS CONDUCT AND VALUES

A. The members and employees of the agency are required to observe the highest standards of business and personal ethics in the conduct of their duties and responsibilities. As representatives of the agency, they will practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations. Management and

employees are expected to communicate the agency's ethical values by example.

1. A code of ethics outlining broad ethical principles and values. The values of the agency are:

    a. A commitment to the public good;

    b. Accountability to the public;

    c. Commitment beyond the law;

    d. Respect for the worth and dignity of individuals;

    e. Transparency, integrity and honesty;

    f. Responsible stewardship of resources; and

    g. Commitment to excellence and to maintaining the public trust.

2. All staff and board members of the agency will act with honesty, integrity and openness in all dealings as representatives of the agency. The agency promotes a working environment that values respect, fairness and integrity.

3. The agency has a clearly stated mission and purpose, approved by the board, in pursuit of the public good. All its programs support that mission and all who work for or on behalf of the agency understand and are loyal to that mission and purpose. The mission is responsive to the constituency and communities served by the agency and of value to society at large.

4. The agency is a responsible steward of the funds received and ensures all spending practices and policies are fair, reasonable, and appropriate to fulfill the mission of the agency and all financial reports are factually accurate and complete in all material respects.

2.05.040 - COMPLIANCE WITH ALL LAWS, RULES AND REGULATIONS

A. All board members, employees and consultants involved with daily operations of the agency will comply with all laws, rules and regulations (including the provisions of California Code Section 87300 et. seq., and California Code of Regulations, title 2, Section 18730, which are incorporated herein by reference, as they exist or may be amended) prescribed by law, code, policy, procedures, contract and grant regulations.

1. The Statement of Economic Interest forms (Form 700) will be maintained by the Shasta County Clerk of the Board.

B. The agency will not enter into any agreement that creates a risk that all laws, rules and regulations cannot be followed.

C. The agency will terminate any grant agreements or vendor contracts in which the grantor or vendor requests or instructs the agency to perform an illegal or unethical act.

2.05.050 - CONFLICT OF INTEREST
(Amended 6/20/24 & 9/30/26)

Introduction: Conflicts of interest occur when a conflict exists between the public interest and the private monetary interest of the public official or employee.

A. The following policy ensures that any conflicts of interest or the appearance thereof are avoided or appropriately managed through disclosure, recusal or other means. No board member, employee or consultant involved with daily operations of the agency may:

1. Engage or participate in a business or transaction, including outside employment, or have a direct or indirect interest that is incompatible with, or that would tend to impair their independent judgment in the proper discharge of their agency responsibilities;

2. Solicit or accept a gift from anyone who has an interest in any project within the board member's or employee's responsibility;

3. Use information about the agency's affairs for his/her own or others' financial interests;

4. Ask or permit agency-owned vehicles, equipment, facilities, materials, or property to be used for his/her own personal convenience or profit, except when this property is permitted for the employee's or board member's use when conducting agency business;

5. Use his/her position for personal financial benefit or that of an immediate family member (spouse, child or dependent relative living in his/her household) or associated business (business owned by a board member, employee or member of one's immediate family or where any one of them works or serves as a board member, director or compensated agent);

6. Accept a fee or honorarium for an article written, appearance or speech made, or participation at an event, in one's official agency capacity;

7. Engage in any political activity while on duty or during any time one is paid to be on duty for the agency that violates the conditions of any grant contract in effect with the agency;

8. Use agency funds, supplies, vehicles, or facilities for political activity;

9. Solicit or accept anything of value, including a gift, loan, political contribution, reward or promise of future employment based on any understanding that the board member's or employee's official action or judgment would be or had been influenced by it. A "gift" is generally anything of value given for less than its value.

10. Vote on, or otherwise participate in, any matter on behalf of the agency if he/she has an associated business, or an immediate family member has a financial or personal interest in the matter greater than that of any other segment of the population, including the sale of real estate, material, supplies, or services to the agency. If the participation is within the scope of the board member's or employee's official responsibility, he/she must give the board a written explanation of the nature and extent of one's interest. This policy prohibits immediate families and associated businesses from entering into private contractual agreements with the agency.

11. Employees and former employees shall not use confidential information for actual or anticipated personal gain or for the gain of any other person.

B. Former board members or employees are prohibited from:

1. Accepting compensation from the agency to appear before the agency or board for the first year after terminating employment or office;

2. Representing anyone, other than the agency, in any matter in which they participated personally and substantially while in agency service;

3. Disclosing or using confidential information gained in their position at the agency for their own financial gain or that of others; or

4. Working for a party under contract, other than the agency, for one year after the contract is signed, if they participated substantially in the contract negotiations or award.

5. Employees who participate in selection, review or approval or who have influence over selection or approval in the purchasing process should not become employees of a firm contracting with the agency. An employee should not act as a principal or as an agent for a firm that does business with the agency for six months after the termination with the agency.

C. The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section

18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the information set forth below designating positions and establishing disclosure categories, shall constitute the conflict-of-interest code of the Shasta Regional Transportation Agency ("SRTA").

D. Individuals holding designated positions shall file their statements of economic interests with SRTA, through the designated filing system or with the FPPC pursuant to applicable FPPC regulations, and SRTA will make the statements available for public inspection and reproduction (Gov. Code Sec. 81008). Copies of statements will be retained by SRTA.

Designated Position	**Disclosure Category**	**FPPC Form 700 or Netfile Form 700**
Board Member*	-	FPPC Form 700
Executive Director*	-	FPPC Form 700
Chief Fiscal Officer*	-	FPPC Form 700
Planner	1,2,3	Netfile Form 700
Consultants	1,2,3	Netfile Form 700
Administrative Associate/Executive Assistant	1,2,3	Netfile Form 700
Administrative Assistant	1,2,3	Netfile Form 700
Accounting Clerk	1,2,3	Netfile Form 700
Fiscal Analyst	1,2,3	Netfile Form 700
Apprentice/Intern	1,2,3	Netfile Form 700
Agency Counsel	-	FPPC Form 700

* Officials who manage public investments are deemed to be "statutory filers" within the meaning of Government Code sections 87200 and 87500 California Code of Regulations, Title 2, section 18720 because they must file statements of economic interest (FPPC Form 700) pursuant to the Political Reform Act instead of the District's conflict of interest code. As a result, such people or positions are not designated in this code and are listed here for information only.

Disclosure Categories. The disclosure categories are defined as follows:

Category 1:
All people in this disclosure category shall disclose all interests in real property located within the agency or within two miles of the agency's boundaries. This disclosure category is not applicable

to the person's principal residence or real property interests with a fair market value of less than $2,000.

Category 2:
All persons in this disclosure category shall disclose all investments in business entities and business positions in business entities that have an interest in real property in the agency, or that have done business with the agency during the year prior to the date of the person's disclosure statement, or that are likely to do business with the agency during the year subsequent to the date of the person's disclosure statement. This disclosure category is not applicable to investments with a fair market value of less than $2,000.

Category 3:
All people in this disclosure category shall disclose all sources of personal income and business entity income from entities that provide services, materials, machinery, equipment, or supplies of the type utilized by the agency or that are located within the agency, including gifts, loans and travel payments. This disclosure category is not applicable to income received from the agency.

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure in the Conflict-of-Interest Code, subject to the following:

The Executive Director, or his or her designee, in consultation with agency counsel may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements of this section. Such written determination shall include a description of the consultant's duties and based upon that description, a statement to the extent of disclosure requirements. The determination of the Executive Director is a public record and shall be retained for public inspection in the same manner and location as this Conflict-of-Interest Code.

2.05.080 - REPORTING OF ETHICS VIOLATIONS, FRAUD OR EMBEZZLEMENT

A. It is the responsibility of all members and employees to report all violations or suspected violations in accordance with this policy.

B. No member or employee who, in good faith, reports a violation of the policy shall suffer harassment, retaliation or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This policy is intended to encourage and enable employees and others to raise serious concerns within the agency prior to seeking resolution outside the organization.

C. The policy addresses the agency's open-door policy and suggests that employees share their questions, concerns, suggestions or complaints with someone who can address them

properly. If an employee is not comfortable speaking to their direct supervisor or is not satisfied with the proposal, they are encouraged to speak with the executive director, who has the specific responsibility to investigate all reported violations.

D. Any allegations concerning a specific employee should be brought to the attention of someone one level higher than the level of the employee being reported.

E. The executive director is responsible for investigating and resolving all reported complaints and allegations concerning violations of the policy and, at his/her discretion, shall advise the Fiscal & Policy Committee. The executive director has direct access to the Fiscal & Policy Committee and is required to report to them on any compliance or suspicious activity. The executive director is an advisor (not a member) of the Fiscal & Policy Committee.

F. The Fiscal & Policy Committee shall address all reported concerns or complaints regarding the agency's accounting practices, internal controls or auditing. The executive director shall immediately notify the Fiscal & Policy Committee of any such complaint and work with the audit committee until the matter is resolved.

G. Anyone filing a complaint concerning a violation or suspected violation of the policy must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the policy. Any allegations that prove not to be substantiated and which prove to be made maliciously or knowingly to be false will be viewed as a serious disciplinary matter.

H. Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

I. The executive director will notify the sender and acknowledge receipt of the reported or suspected violation within five business days. All reports will be promptly investigated, and appropriate action will be taken if warranted.

2.05.090 - WHISTLEBLOWER PROGRAM

A. The Whistleblower Program is established to provide a method for reporting fraud, waste and abuse within the agency. Policy and procedures are established to facilitate the development of internal controls that will provide for the detection, prevention, and reporting of fraud, waste and abuse directed against the agency. It is the intent of this policy to promote awareness of the potential for fraud, waste and abuse throughout the agency, and to provide guidelines and assign responsibility for the development of adequate internal controls and systems of the whistleblower program.

B. The law in California protects employees from retaliatory or adverse personnel action for disclosing certain information including, but not limited to, violations of laws and suspected acts of gross mismanagement or gross waste of public funds.

C. The term fraud refers to, but is not limited to, any dishonest or fraudulent act to include forgery or alteration of any document; misappropriation of funds, supplies, etc.; improper handling or reporting of money or financial transactions; profiting by self or others as a result of inside knowledge; destruction or intentional disappearance of records, furniture, fixtures or equipment; accepting or seeking anything of material value from vendors or persons providing services or materials to the agency for personal benefit; and/or any similar or related irregularity.

D. Waste refers to the unnecessary incurring of costs as a result of inefficient practices, systems or controls.

E. Abuse refers to violations and circumventions of departmental or agency regulations which impair the effective and efficient execution of operations.

F. The agency treats all information received confidentially, to the extent allowed by law. Any employee, citizen, consultant, vendor, or other interested party who has observed or suspects dishonest or fraudulent activity should notify the audit committee or agency counsel immediately. Persons observing or suspecting dishonest or fraudulent activity should not attempt to personally conduct an investigation related to such activity.

G. All documents and/or information obtained in the investigation of complaints received shall be considered in draft form until the official completion of the investigation. At that time the supporting information will be used to prepare the final report on the "Whistleblower Complaint Resolution Form." Upon completion of the form, the draft documents will be returned to the department from which they came or distributed to the appropriate law enforcement officials for use in further investigation or legal matters. All documents with the exception of the "Whistleblower Complaint Resolution Form" are considered confidential and shall not be disclosed, except as required by law. All public record requests for information should be coordinated with the assistance of agency counsel.

H. Procedures for Receiving Complaints:

    1. A current or former agency employee or other party who suspects fraud, waste, or abuse, and does not desire anonymity, should:

        a. Contact the Fiscal & Policy Committee or agency counsel and provide as much detailed information as possible regarding the suspected conduct.

b. If requested by the Fiscal & Policy Committee or agency counsel, furnish a detailed written statement, outlining the suspected conduct.

c. Cooperate with the investigative audit process by providing written statements, interviews, etc.

2. A current or former agency employee who suspects fraud, waste, or abuse, and wishes to remain anonymous, should:

   a. Contact the Fiscal & Policy Committee or agency counsel and provide as much detailed information as possible regarding the suspected conduct.

   b. The caller, though anonymous, must be willing to share specific information regarding the suspected conduct.

3. A member of the public suspecting fraud, waste, or abuse is encouraged to contact the Fiscal & Policy Committee or counsel with specific and detailed information regarding the suspected conduct.

4. Individuals are not required to leave personal information, but they are encouraged to leave a means of contact in order for the whistleblower program to gather additional information about the matter, if necessary.

5. The agency will:

   a. Maintain a whistleblower notification process and attempt to secure as much information as possible from the reporting individual.

   b. Complete an independent review of all claims received.

   c. Contact law enforcement, as appropriate under the circumstances, for consideration as to their involvement in the case. Determination of the appropriate agency will be considered with the assistance of counsel.

   d. Evaluate reported conduct pertaining to any and all departments of the agency, and such other activities/entities engaged in the expenditure of agency funds.

   e. Report findings in accordance with the whistleblower policy herein.

   f. Work with law enforcement authorities as necessary during the course of the investigative review and refer applicable findings to appropriate authorities upon completion.

I. An individual who reports suspected fraud, waste or abuse who becomes material to a criminal investigation may not be able to remain anonymous. In the event anonymity cannot be maintained an individual reporting fraud, waste, or abuse in good faith will be protected from retaliation.

J. In the event of a complaint regarding the executive director or counsel, the Fiscal & Policy Committee will engage outside counsel.

K. In the event of a complaint regarding the Fiscal & Policy Committee or board, the agency counsel will be contacted.

L. All complaint resolutions will be documented in the "Whistleblower Complaint Resolution Forms." The forms will be maintained by the Fiscal & Policy Committee.

M. At the discretion of the Fiscal & Policy Committee, complaint resolutions may be presented to the general board.

N. The record retention period for all final "Whistleblower Complaint Resolution Forms" will be in accordance with agency policies and procedures regarding audit work paper retention periods.

2.05.100 - CONTINUING EDUCATION

A. The education goals of the agency are:

1. Employees are encouraged to attend training as approved by management and in alignment with the budget at the expense of the agency. The training will consist of technical information related to that employee's assignment as well as training in supervision, management, budgeting and accounting.

2. Continuing education specifically related to an employee's interest and with prior approval from management is acceptable and may be subject to partial or complete reimbursement by the agency.

3. Continuing education not related to an employee's performance must be approved by the board before any reimbursement can be made.

2.05.110 - RISK

A. Introduction: The agency is subject to reporting for financial statements purposes, liability and claims from a variety of risks arising from torts, property damage, errors and omissions,

injury to employees arising from unsafe conditions or hazards in the workplace, and natural disasters. Risk can also be associated with grantees and vendors.

Risk management for financial statement purposes encompasses identifying risks, evaluating potential losses, and ultimately planning and developing a program to mitigate these risks to an acceptable level or record the liability associated with a program.

The agency's risk management program will identify risks to understand the sources, types, and likelihood of risk. At a minimum, exposure to risks should be identified in the following areas:

1. Economic environment- the ability to be paid by governmental agencies on a timely basis and the ability to pay vendors on a timely basis.

2. Internal environment- the amount of financial risk that is taken by staff and management. Often associated with an attitude towards rules and regulations.

3. Legal environment- any liabilities associated with non-compliance of rules and regulations.

4. Operational environmental- the ability to provide sufficient internal controls and appropriate staffing. The ability of the organization to provide adequate staff and resources.

5. Political environment- influence or pressure from other governing bodies.

6. Social environment- (socio-economic composition of the community).

B. It is the intent of the agency to maintain accounting and financial reporting risks at an acceptable level. The agency shall minimize liability and control risk by the following:

1. Adhere to all laws, rules and regulations.

2. Prepare proposals that follow the agency's policies.

3. Avoid changes to grants or contracts that do not follow agency policy.

4. Prepare budgets that are reasonable.

5. Enter into agreements with those agencies that have the ability to amend the agreement, those willing to pay a fair price for the agency's services and those that will pay for the agreed upon share of the agency's costs.

6. Setting challenging but reasonable goals for employees, to emphasize ethical behavior instead of creating situations that result in fraudulent financial reporting or other unethical actions.

C. The agency shall minimize business and inherent risk by the following:

1. Ensure that all contracts recover all agreed upon costs and that the risk of partial or complete project failure can be covered.

2. Accept grants with insufficient or incomplete funding if the agency reasonably believes it can receive matching grants or otherwise complete the proposed work using other funding sources.

3. Ensure that the agency can achieve the results projected.

4. Accept projects with appropriate cost analysis or feasibility studies completed.

2.05.120 - FINANCIAL PERSONNEL

A. Employees and consultants involved with financial records shall be bondable.

B. All employees involved with financial records shall possess sufficient training and have knowledge of generally accepted accounting principles.

Chapter 2.10 - FINANCIAL MANAGEMENT

2.10.010 - BASIS OF ACCOUNTING

A. The agency will maintain the accounting records and prepare financial statements using the accrual method following Generally Accepted Accounting Principles (GAAP).

B. The agency will maintain the records under the provisions of Governmental Accounting Standards Board (GASB) 34 related to reporting under full accrual.

C. The agency will follow the guidelines as found in the State of California Accounting Standards and Procedures.

D. The agency will follow the guidelines as found under Office of Management and Budget (OMB) Circulars A-87, A-133 and No. 74-4.

E. Governmental resources are allocated to and accounted for in separate entities, called funds, based upon purposes for which they are to be spent and controlled. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and equities, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations. Governmental Funds focus primarily on the sources, uses and balance of current financial resources and often have a budgetary orientation. They employ the flow of current financial resources measurement focus and the modified accrual basis of accounting:

1. Revenues are recognized in the accounting period in which they become measurable and available. Sixty (60) days shall be considered a reasonable period.

2. Expenditures are recognized when incurred, if measurable, except for un-matured interest on general long-term obligations, which is recognized when due.

3. Prepayments and capital expenditures are not recorded as deferred costs to be allocated over future period, but rather as current expenditures.

4. Assets and liabilities reported on the financial statements are limited to those representing current available resources or requiring expenditure of said resources.

F. The general fund is used to account for all financial resources except those required to be accounted for in another fund.

G. The capital projects fund is used to account for financial resources to be used for the acquisition and construction of major capital expenditures.

H. Special revenue funds are used to account for revenue to be used for a specific purpose:

1. Fiduciary funds focus on net assets and changes in net assets. Trust funds use the flow of economic resources measurement focus and the accrual basis of accounting, except for the recognition of certain liabilities of defined benefit pension plans. Agency funds also use the accrual basis of accounting, but since they are custodial in nature and do not involve the measurement of results of operations, they do not use a measurement focus.

2. Proprietary funds are accounted for on a flow of economic resources measurement basis and account for operations that are financed and operated in a manner similar to private business enterprises.

2.10.020 - RECORDS RETENTION

(Updated 2/17/26)

A. Definitions for records retention are:

1. Active Records - Those records that are referred to at least once a month; a record that remains active until some event occurs to change its status; at which time it has fulfilled its function.

2. Administrative Records - Records commonly found in all offices and typically retained only for a short time period of less than five (5) years. Examples include subject, chronological, budget and policy files.

3. Archival Records - Records with enduring value because they reflect significant historical events, document the history and development of an agency, or provide valuable research data.

4. Audit - An audit of federal awards/grants conducted under the Inspector General Act of 1978, as amended, when the inspector general of a federal agency audits or investigates any program, function, or activity administered by that agency. (A-87, ASMB C-10, Section 6.8)

5. Grant or Services Contract or Agreement - A grant or services contract or agreement with any agency or organization that contains audit or record retention requirements that exceed the timeframe beyond those described in this policy.

6. Non-records - Material not usually included within the definition of records, such as unofficial copies of documents kept only for convenience or reference, working papers, appointment logs, stocks of publications and processed documents, and library or museum material intended solely for reference or exhibition. Also, documents such as rough notes, calculations or drafts assembled or created and used in the preparation or analysis of other documents.

7. Permanent Records - Records that are required in perpetuity, usually identified by statute or other written guidance.

8. Perpetual Records - Records retained for an indefinite period of time and then stored or destroyed after some event takes place. Includes personnel files which are kept until a person leaves the office, policy files kept until the policy is changed, contract files kept until the contract terminates.

9. Program Records - Records that relate to the primary function of the agency in proposal to its daily mission. Includes recorders files and probate records.

10. Public Records - Information relating to the conduct of the public's business prepared, owned, used or retained by any local agency regardless of physical form or characteristics.

11. Records - All papers, maps, exhibits, magnetic or paper tapes, photographic films and prints, and other documents produced, received, owned, or used by an agency, regardless of physical form or characteristics.

12. Records Retention Schedule - A list of all records produced or maintained by an agency and the actions taken with regards to those records. A retention schedule is an agency's legal authority to receive, create, retain, and dispose of official public records.

13. Retention Period - The length of time a record must be retained to fulfill its administrative, fiscal, and/or legal function. Then a record should be disposed of as soon as possible in accordance with an approved schedule.

B. The purpose of record retention is to:

1. Provide guidelines to staff regarding the retention or disposal of agency's records; provide for the identification, maintenance, safeguarding and disposal of records in the normal course of business; ensure prompt and accurate retrieval or records; and ensure compliance with legal and regulatory requirements; and
2. Retain vital and important records, regardless of recording media, and those having legal, financial, operational, or historical value to the agency.

C. Responsibility of record retention is:

1. Per Section 60201 (d) of the California Government Code, an agency may not destroy or dispose of any record that:

   a. Relates to formation, change of organization or reorganization of the agency;

   b. An ordinance adopted by the agency;

   c. Minutes of any meeting of the legislative body of the agency;

   d. Relates to any pending claim or litigation or any settlement or other disposition of litigation within the past two years;

   e. Is the subject of any pending request made pursuant to the California Public Records Act, whether or not the agency maintains that the record is exempt from disclosure, until the request has been granted or two years have elapsed since the agency provided written notice to the requester that the request has been denied;

   f. Relates to any pending construction that the agency has not accepted or as to which a stop notice claim legally may be presented;

g. Relates to any non-discharged debt of the agency;

h. Relates to the title to real property in which the agency has an interest;

i. Relates to any non-discharged contract to which the agency is a party;

j. Has not fulfilled the administrative, fiscal, or legal purpose for which it was created or received;

k. Is an unaccepted bid or proposal, which is less than two years old, for the construction or installation of any building, structure, or other public work;

l. Specifies the amount of compensation paid to agency employees or officers or to the independent consultants providing personal or professional services to the agency or relates to expense reimbursement to agency officers or employees or to the use of agency paid credit cards or any travel compensation mechanism. However, a record described in this paragraph may be destroyed or disposed of pursuant to this section seven (7) years after the date of payment. Payroll and personnel records include accident reports, injury claims and settlements, medical histories, injury frequency charts, applications, changes and terminations of employees, insurance records of employees, timecards, classification specifications (job descriptions), performance evaluation forms, earning records and summaries, retirements.

2. Per Section 60203 of the Government Code reads *Notwithstanding Section 60201, the legislative body of an agency may authorize the destruction of any record, paper, or document that is not expressly required by law to be filed and preserved if all the following conditions are complied with*:

   a. The record, paper, or document is reproduced by any medium that is a trusted system and that does not permit additions, deletions, or changes to the original document in compliance with Section 12168.7 for recording of permanent records or nonpermanent records;

   b. The device used to reproduce the record, paper or document on any medium is one that accurately reproduces the original thereof in all details and that does not permit additions, deletions, or changes to the original document images;

   c. The medium is placed in conveniently accessible files and provision is made for preserving, examining, and using the files.

3. Other:

a. Duplicate records, papers and documents may be destroyed at any time without the necessity of board authorization or copying to photographic or electronic media.

b. Originals of records, papers and documents more than two years old that were prepared or received in any manner other than pursuant to state or federal statute may be destroyed without the necessity of copying to photographic or electronic media.

4. This policy does not supersede any timeframe for audits or record retention specified in any grant or services contract or agreement that exceeds the timeframes shown in this policy.

5. The executive director is authorized by the board to interpret and implement this policy, and to cause to be destroyed any or all such records, papers and documents that meet the qualifications governing the retention and disposal of records.

D. Retention Period:

1. Accounts payable ledgers and schedules: 10 years
2. Accounts receivable ledgers and schedules: 10 years
3. Audit reports of accountants: Permanently
4. Bank statements: 10 years
5. Bond records: ledgers, transfer payments, stubs showing issues, record of interest coupon, options, etc.: Permanently
6. Cash books: 10 years
7. Checks (canceled, with exception below): 10 years
8. Checks (canceled, for important payments; i.e., taxes, purchase of property, special contracts, etc. [checks should be filed with the papers pertaining to the underlying transaction]): Permanently
9. Contracts and leases (expired): 10 years
10. Contracts and leases still in effect: Permanently
11. Correspondence, general: 4 years
12. Correspondence (legal and important matters): Permanently
13. Depreciation schedules: 10 years
14. Donation records of endowment funds and of significant restricted funds: Permanently
15. Donation records, other: 10 years
16. Duplicate deposit slips: 10 years
17. Employee personnel records (after termination): 5 years
18. Employment applications: 1 year
19. Expense analyses and expense distribution schedules (includes allowance and reimbursement of employees, officers, etc., for travel and other expenses: 5 years
20. Financial statements (end-of-year): Permanently
21. General ledgers and end-of-year statements: Permanently

22. Insurance policies (expired): 10 years
23. Insurance records, current accident reports, claims, policies, etc.: Permanently
24. Internal reports, miscellaneous: 3 years
25. Inventories of products, materials, supplies: 10 years
26. Invoices to customers: 10 years
27. Invoices from vendors: 10 years
28. Journals: 10 years
29. Minute books of board, including Bylaws and Articles of Incorporation: Permanently
30. Overall Work Program budget documents: 3 years
31. Payroll records and summaries: 10 years
32. Purchase orders: 3 years
33. Sales records: 10 years
34. Subsidiary ledgers: 10 years
35. Time sheets and cards: 5 years
36. Voucher register and schedules: 10 years
37. Volunteer records: 3 years
38. E-mails: active projects-current, completed projects: 5 years
39. Training Records (SB513): 3 years after employee's last date of employment

E. Other governing documents that outline records retention are:

1. Circular No. A-87 - Cost Principles for State, Local and Indian Tribal Governments. ASMB C-10 - Section 6.7 Implementation Guide for OMB Circular A-87. The Common Rule issued pursuant to OMB Circular A-102 covers most policies associated with records to be retained and/or disclosed by a governmental unit receiving federal assistance funds. Section .42 of that rule requires that all financial and programmatic records, supporting documents, statistical records, and other records of recipients and sub recipients be retained. Section .36 (i) (10) of the rule covers the record retention requirement for consultants under grants and their sub-consultants. Generally, records must be retained for three (3) years from the submission date of the final financial report for that funding period. However, if any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the three-year retention period has expired, the records must be retained until the action is completed and all issues which arise from it have been resolved, or until the end of the regular three-year period, whichever is later.

2. Circular No. A-133 - Audits of States, Local Governments, and Non-Profit Organizations**.** Subpart C- Auditees, Section 320 (g) Report retention requirements. Auditees shall keep one copy of the data collection form described in paragraph (b) of this section and one copy of the reporting package described in paragraph (e) of this section on file for three (3) years from the date of submission to the Federal clearinghouse designated by OMB. Pass-through entities shall keep sub recipients' submissions on file for three (3) years from date of receipt.

3. Circular No. 74-4 - Cost Allocation Plans and Indirect Cost Rates for Grants and Contracts with the Federal Government**.** Section I - General Information, Retention of Records and Documentation for Audit - The Federal retention and custodial requirements for records are contained in Attachment C, "Uniform Administrative Requirements for Grant-in-aid to State and Local Governments" (FMC 74-7). In general, it requires that financial records, supporting documents, statistical data, and all other records pertinent to Federal programs be retained for a period of three (3) years. The retention period for cost allocation plans submitted for approval to cognizant Federal agency starts from the date of submission. The retention period for cost allocation plans which are prepared and retained by the local government, starts of the last day of the fiscal year (or other accounting period) covered by the plan.

4. Grant or Services Agreement or Contract**.** Individual grant or service agreements or contracts may extend the timeframe for audits or record retention. If the timeframe specified in a grant or service agreement or contract exceeds the timeframe in this policy, the controlling timeframe is the one specified in the grant or services agreement or contract.

2.10.030 - INFORMATION RECOVERY

A. The loss of information in a disaster is covered under separate policies for information technology.

2.10.040 - FINANCIAL STATEMENTS

A. Interim financial information will consist of a budget vs. actual applicable period check register. The executive director and project managers will also receive the financials for each work element quarterly.

B. The budget vs. actual is to be submitted to the board, executive director, agency project managers and Fiscal & Policy Committee by the CFO no later than 72 hours prior to board/committee meetings.

2.10.050 - INSURANCE AND BONDING

A. When possible, the term of a policy shall be identical to the agency's fiscal year.

B. The agency shall maintain fidelity coverage or bonding on all employees involved with financial assets (such as cash and checks) any on consultants or independent consultants who have contact with the financial resources or information of the agency and are not a licensed consultant.

2.10.060 - AUDITS

A. The agency is required to have an independent audit of their financial statements performed in accordance with appropriate professional auditing standards. The audit shall be completed within one hundred eighty days (180) days after the end of its fiscal year. The annual audited financial report could also be required to include a "single audit" in accordance with OMB Circular A-133.

B. The audit shall be performed by an independent certified public accountant.

C. The agency shall follow the recommendations of the Government Finance Officers Association of the United States and Canada (GFOA) in recommending that a consolidated annual financial report (CAFR) be issued as a best practice for financial reporting. The CAFR expands upon the basic financial statements that are required by generally accepted accounting principles by including additional financial information broken down into three sections: Introductory, financial, and statistical:

   1. The introductory section provides general information on the government's structure, services and environment.

   2. The financial section includes the basic financial statements and notes as well as additional information on all individual funds not reported in the basic financial statements.

   3. The statistical section provides trend data and non-financial information that assists in the assessment of the government's financial condition.

   4. The agency shall strive to participate in the GFOA Certificate of Achievement in Financial Reporting Program designed to encourage and assist local governments to go beyond the minimum requirements of GAAP to prepare comprehensive annual financial reports that evidence the spirit of transparency and full disclosure.

D. At the conclusion of the audit, the auditor shall discuss all comments that will be included in the audit report with management, each member of the governing body, and each member of a Fiscal & Policy Committee charged with governance. In addition, the auditor shall notify each member of the local government's governing body if there is deteriorating financial conditions that may cause a financial emergency condition.

E. The agency's proposal to the audit findings, including corrective action to be taken, must be filed with the agency's governing body within thirty (30) days after delivery of the audit findings. In addition, the audit findings and proposals must be incorporated in the audit report package.

F. The auditor selection process shall follow the regular procurement process and bid requirements including:

1. Establish factors to be used in the evaluation of audit services.

2. Publicly announce requests for proposals.

3. Provide interested firms with requests for proposals.

4. Evaluate proposals provided by qualified firms.

G. Annual Transportation Development Act (TDA) Compliance and Fiscal Auditing Agency Annual Audits.

Introduction: Pursuant to Public Utilities Code Section 99245 the transportation planning agency shall be responsible to ensure that all claimants to whom it directs the allocation of funds shall submit to the planning agency an annual certified fiscal audit conducted by an entity other than the claimant.

The agency has previously incorporated the claimant's annual TDA fiscal and compliance audits into the agency audit. This policy will allow for the claimants to include the TDA audits within the scope of their own annual fiscal audits:

1. If a claimant determines that they will include the TDA fiscal audit within the scope of their annual fiscal audit, the claimant must notify the agency no later than June 1 of each calendar year of their determination. The agency will provide a document to the claimant prior to June 1 requesting that the claimant verify if the claimant will include the annual TDA audit, or if the audit will be included in the agency annual audit.

2. If the claimant requests that the agency include the TDA fiscal audit within the agency annual audit, the agency requests that one point of contact for all proposals, documents and/or data be appointed to the audit.

3. A report on the audit shall be submitted to the agency within 180 days after the end of the fiscal year. The agency may grant an extension of up to 90 additional days as it deems necessary.

4. The claimant's annual TDA audit must comply with Article 5.5 of the TDA Statues and California Code of Regulations. The claimant must provide a separate report and the audit report shall include a certification of compliance with the TDA.

5. Allocations may be delayed to any claimant that is delinquent in its submission of a fiscal and compliance audit report.

2.10.070 - FINAL AUDIT ADJUSTMENTS

A. The agency will record agreed-upon audit adjustments and reconcile net assets on the accounting records to the audited financial statements.

2.10.080 - CHART OF ACCOUNTS

A. The agency's chart of accounts will comply with the guidelines in the State of California Accounting Standards and Procedures. An account number shall be assigned to each account category to provide a specific identification of all financial transactions.

B. Separate ledger accounts for specific projects will be maintained as required by the funding source regulations.

C. Accounts will be numbered as follows:

1.	10000 – 10999	Cash
2.	11000 – 11999	Receivables
3.	12000 – 12999	Inter Fund Receivables (Due From)
4.	13000 – 13999	Prepaid Assets
5.	16000 – 16999	Capital Assets-Depreciated (Buildings/Utility Systems/ Infrastructure)
6.	17000 – 17999	Open
7.	18000 – 18999	Open
8.	19000 – 19999	Other Assets
9.	20000 – 20999	Accounts Payable
10.	21000 – 23999	Other Current Liabilities
11.	24000 – 24999	Due to Other Governments
12	25000 – 25499	Deferred Revenue
13.	25500 – 25599	Other Long-Term Liabilities
14.	26600 – 26999	Pension Liabilities
15.	27000 – 27999	Long-Term Debt
16.	30000 – 35999	Fund Balance/Net Assets
17.	40000 – 40999	Open
18.	41100 – 42999	Revenue
19.	43100 – 43199	Revenue - Interest
20.	43300 – 43399	Rental Income
21.	43400 – 43499	Other Income
22.	51000 – 51999	Personnel Expense
23.	55000 – 55300	Consultant Expense
24.	60000 – 68999	Other Expenses
25.	69000 – 69999	Payment to Other Governments

26. 70000 – 70099 Indirect Cost Allocations
27. 81000 – 90999 Other Income
28. 90000 – 92999 Other Expense

2.10.090 - JOURNAL ENTRIES

A. The CFO will prepare monthly journal entries, when necessary, for the agency.

2.10.100 - FISCAL YEAR

A. The agency's fiscal year is July 1 to June 30.

2.10.110 - ACCOUNT MAINTENANCE

A. The accountant shall maintain the detail and documentation on all general ledger accounts on a monthly basis.

Chapter 2.15 - ASSETS, LIABILITIES AND FUND BALANCE (NET ASSETS)

2.15.010 - BANK ACCOUNTS

A. The agency shall maintain all bank accounts in accordance with Section 2.15.040 - Investments.

B. Cash shall be presented on the statement of net assets as unrestricted or restricted.

2.15.020 - BANK RECONCILIATIONS

A. The CFO shall reconcile the bank statement and verify all deposits/checks posted on the agency's account against the computer-generated check register. When reconciliation is complete, the statement shall be reviewed by the executive director.

2.15.030 - CASH MANAGEMENT AND FORECASTING

A. The CFO is responsible for maintaining a cash flow forecast and monitoring the flow of cash into and out of the agency's bank accounts on a daily basis in order to assure all checks clear the account and the account is not overdrawn.

B. The CFO shall maintain a minimum daily balance in the agency's operating account of five thousand dollars ($5,000) and make the determination to transfer funds into this account no later than 2:00 p.m., daily, Monday through Friday.

C. If for any reason it appears that the checking account may be overdrawn, or the daily balance has gone below $5,000 the executive director will be notified immediately.

2.15.040 - INVESTMENTS

A. Background - Investing public funds is usually a core responsibility of local government finance professionals and can be one of the most complicated responsibilities.

B. The main objectives of effective cash management and investing public funds is, in this specific order, to ensure the safety of principal, provide for sufficient liquidity to pay obligations when due and earn a reasonable rate of return on invested funds.

C. Risk - There are different types of risks associated with cash management and investing that must be understood and managed to ensure the safety of principal:

1. Credit risk - The risk that an issuer or other counterparty to an investment will not fulfill its obligations. This risk can be managed by purchasing only high-rated securities and monitoring the credit worthiness of issuers.

2. Concentration of credit risk - The risk of loss attributed to the extent of investments held from a single issuer. This risk can be managed by limiting the amount of investments held from any single issuer (diversification).

3. Custodial credit risk - The risk that, in the event of the failure of a depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. This risk can be managed by federal insurance and California government code requirements.

4. Interest rate risk - The risk that changes in interest rates will adversely affect the fair value of an investment. When rates rise, security values fall and vice versa. This risk can be managed by matching investment maturities with accepted disbursements, purchasing shorter-term securities, and staggering maturity dates throughout the year (laddering the portfolio).

5. Liquidity risk - The risk that securities must be sold before anticipated providing liquidity, which may result in a loss of principal. See interest rate risk discussion above.

D. Investment Reports - The agency shall prepare annual reporting of investment results and portfolio composition to the Fiscal & Policy Committee or board of directors containing the following:

1. Types of investments held.

2. Average rate of return for period reporting and year to date.
3. Average maturity of portfolio.

4. Compliance with investment policy provisions.

5. Changes in investment strategy.

6. Comparison of portfolio return with benchmarks.

7. Interest rate environment changes.

E. Brokers and dealers will be selected by an informal selection process. Criteria used may include; office proximity, services provided, references from other governments, and competitiveness of bids. If brokers or dealers become noncompetitive, other providers can be substituted relatively easily. Retaining three to five broker/dealers is usually sufficient to ensure adequate competition, depending on the portfolio size, frequency of purchases and services required.

F. Purchasing Investments - all securities should be purchased using the "payment vs. delivery" method, using an independent third party. This method ensures that securities purchased are delivered before payment is made.

G. Security Purchases - Where possible, obtain more than one quote on securities purchased to ensure the highest rate of return has been obtained. Competition will usually enhance the rate of return achieved. Similar securities can be substituted if maturity dates and credit risk is comparable. For example, federal instrumentalities (Freddie Mac, Fannie Mae, etc.) are usually comparable in credit risk. Requesting quotations on specific security types and specific maturity dates (or narrow date ranges) is a common practice to facilitate comparison of competitive offers.

H. The agency has a fiduciary responsibility to protect the assets of the agency and invest funds with reasonable care. The agency may invest in a broad array of investments and allowed under the California Government Code (CGC). The agency will invest as much as possible, all idle funds.

I. The accountant is responsible for cash management.

J. The Fiscal & Policy Committee and board shall approve all investments.

K. The Fiscal & Policy Committee shall review each investment to ensure that the investment follows the policies of the agency.

L. The Fiscal & Policy Committee of the agency shall meet periodically to review investments and to review the agency's investment policies.

M. The agency will invest in only investments permitted under CGC Sections 53600 et seq.

N. The criteria for selecting investments will be:

1. Safety - The risk associated with the loss of principal or interest. This loss may be a result of the institution or market fluctuations. The agency will not invest in any securities which present a risk to principal.

2. Liquidity - The more liquid a security, the lower the yield. Care and consideration will be given when investing in securities that can be converted to cash prior to maturity.

3. Yield - Based on an annual rate of return, yield is the lowest criteria.

O. The investment restrictions are:

1. No securities below an A-1 Standard & Poor credit rating may be purchased; and

2. No leveraged, hedging or reverse repurchase investments are permitted.

P. Collateral requirements shall meet the requirements of CGC Section 53651, which describes eligible securities.

Q. The agency will diversify the investment portfolio as appropriate.

R. All securities will be held in the name of the agency.

S. Transfers of funds means:

1. Only authorized signers may move funds between the agency's checking, investments or line of credit accounts. Such transfers will be subject to the dollar limitations as found in Section 2.35.050; and

2. Advanced funds on government grants in the care, custody or control of the agency may be transferred into and out of the agency's investments. The investments shall have no minimum or maximum time limit in which funds must remain in the investment.

a. The intent of the board of directors is to earn interest on advanced government funds, if appropriate, and use the interest generated to increase the work implemented within each respective government grant.

b. Funds the agency receives from non-government sources may also be transferred to investments, if appropriate, to be used as specified by the board.

2.15.050 - PETTY CASH

A. A petty cash fund not to exceed $100 shall be maintained in the agency office by the Administrative Associate.

B. Petty cash shall be used for authorized agency purchases under $100 only. It shall not be used for personal loans of any nature. No other use of the fund is authorized without approval of the board of directors.

C. The fund shall be kept in a locked file, desk or other facility at all times.

D. A log of all expenditures and associated receipts shall be maintained by the Administrative Associate. The executive director shall approve the petty cash expenditures.

E. The Administrative Associate shall prepare a request for reimbursement check when the fund requires replenishment.

F. The board may perform random unannounced audits of the petty cash funds.

2.15.060 - ACCOUNTS RECEIVABLE

A. It is the intent of the agency to bill receivables by the 25th of the month after a quarter, or as defined by the grant.

B. The CFO will prepare invoices for all contracts, grants, service and mitigation agreements when expenses exceed one thousand dollars ($1,000) unless it is a final billing at the end of the grant or agreement.

2.15.070 - ALLOWANCES FOR DOUBTFUL ACCOUNTS

A. The agency shall consider an allowance for doubtful accounts each quarter.

B. No receivable account can be written off without board approval.

2.15.080 - EMPLOYEE ADVANCES

A. Employee advances are not permitted.

2.15.090 - EMPLOYEE LOANS

A. Loans to employees are not permitted.

2.15.100 - INTER-FUND TRANSACTIONS AND BALANCES

A. Inter-fund transactions and balances must reconcile at all times.

B. Loans to other funds are permitted with board approval.

2.15.110 - PREPAID EXPENSES

A. A detail of prepaid expenses will be maintained on a monthly basis.

2.15.120 - PREPAID INSURANCE

A. The agency may, when material, maintain a prepaid insurance account with premiums paid in advance recorded amortized over the applicable periods.

B. The agency may maintain an annual schedule of prepaid insurance on a monthly basis.

2.15.130 - DEFERRED GRANT COSTS

A. Grants costs paid in advance (pre-award costs) that will be eligible for invoicing at a later date will be recorded as deferred grant costs. Grant preparation costs and bid costs, when allowable, will accumulate in a deferred grant costs account.

B. The agency discourages any expenditure prior to the effective date of a grant.

2.15.140 - INVENTORY

A. Inventory items for the field shall be maintained on supplies in excess of $5,000.

2.15.150 - EQUIPMENT

A. Capitalization of equipment by the agency will:

1. Be defined as all items with a unit cost of $5,000 or more and a useful life of more than one year.

2. If leased, and the total cost over a 3-year period or less exceeds the purchase price, the equipment should generally be purchased, if allowable, by the funding source. Leased equipment will be capitalized under generally accepted accounting principles.

3. Be pre-approved by the board unless it is necessary for the project/grant for which it is purchased and allowable by the funding source.

4. Be notified to the board by the executive director of all cases of loss, damage, or destruction of equipment or other property in a timely manner.

5. Upon completion of a project, the project manager shall inventory any remaining supplies. The board shall decide how to dispose of any remaining inventory or property.

2.15.160 - DEPRECIATION

A. The agency shall record depreciation monthly.

B. The CFO shall maintain property and equipment schedules for depreciation on a monthly basis.

C. Depreciation shall approximate the useful life of the asset and be recorded on a straight-line basis.

2.15.170 - DONATED PROPERTY AND EQUIPMENT

A. Donated property and equipment shall be recorded at the fair market value at the date of the donation.

B. The agency will follow the restrictions of the donor, if any, as to the use of the asset.

C. For income tax purposes, the agency will acknowledge the donation when requested, and will not notify the donor of the fair market value of the donation.

2.15.180 - SELF-CONSTRUCTED ASSETS

A. The agency shall follow generally accepted accounting principles regarding the self-construction of assets.

B. A capital projects fund will be used to account for self-constructed assets.

2.15.190 - OTHER ASSETS

A. Loan fees, restricted assets and other assets will be recorded and amortized, if necessary.

2.15.200 - ACCOUNTS PAYABLE

A. The accountant will maintain a detail of accounts payable on a monthly basis.

B. Payables will be recorded for the prior month up to the close date for each month.

2.15.210 - ACCRUED EXPENSES

A. The accountant will accrue material payables at the end of each month that can be reasonably estimated for which actual invoices have not yet been received from vendors.

2.15.220 - COMPENSATED ABSENCES

A. Vacation will be accrued each payroll period and charged to grants accordingly.

2.15.230 - ACCRUED SALARIES AND WAGES

A. Salaries and wages will be accrued and adjusted on an annual basis only if the liability is material to the financial statements.

2.15.240 - ASSETS/FUNDS HELD FOR OTHERS

A. Any assets or funds held for other agencies or organizations will be recorded in this liability account.

B. The CFO will maintain a detail of this liability account on a monthly basis.

2.15.250 - DEFERRED REVENUE

A. Any grant funds paid to the agency in excess of revenue earned will be recorded in the liability account.

B. The CFO will maintain a detail of this account on a monthly basis.

2.15.260 - NOTES PAYABLE AND LINE OF CREDIT

A. Third party loans or Line of Credit (LOC) loans from outside sources (other agencies, banks, etc.) or the use of a LOC shall be approved by the board.

B. The CFO may establish and maintain a LOC with an accredited financial institution with a limit approved by the board. The CFO will negotiate the lowest APR and terms available in the local market. The LOC will be used for cash flow shortfalls only.

C. The CFO will review the funds held in the agency checking account(s) on no less than a weekly basis to determine if funds may be transferred to the agency savings account to earn interest or to pay down the line of credit.

2.15.270 - UNRESTRICTED, RESTRICTED AND DESIGNATED NET ASSETS

A. The agency will follow GASB 34 and GASB 54 as follows:

1. All net assets are unrestricted except those legally restricted by outside third parties.

2. Net asset designations, done at the discretion of the board, will appear as a footnote only in any financial statements.

2.15.280 - LOANS TO OTHER GOVERNMENTS

A. The agency is permitted to loan funds to claimants for operating and capital from a one-million dollar ($1,000,000) established designation of funds.

B. The designated funds are to be held as local transportation funds in a bank in the agency's name.

C. Loans shall require a board approved formal agreement between the agency and the claimant.

D. Lending activity shall be reported to the board on a periodic basis.

E. The maximum loan balance to any claimant shall not exceed one million dollars ($1,000,000).

Chapter 2.20 - REVENUE

2.20.010 - REVENUE RECOGNITION

A. Revenue will be recognized under GAAP using exchange transaction and non-exchange transaction criteria.

2.20.020 - FEES FOR SERVICE

A. The agency is permitted, under California Government Code, to perform fees for service as long as all the agency's costs are recovered.

2.20.030 - ENDOWMENTS

A. Endowments are permanent funds bestowed upon the agency.

B. Endowments or monetary funds may only be accepted by the board.

2.20.040 - RENTAL INCOME

A. The agency is permitted to rent out equipment based on fair market rental rates.

B. The agency can rent real property under the guidelines of the California Government Code.

2.20.050 - BARTER TRANSACTIONS

A. The agency will record all barter transactions as revenue and corresponding expense at the fair market value of the trade.

B. The agency will prepare a contract for barters in excess of $1,000 in one fiscal year.

2.20.060 - SURPLUS PERSONAL PROPERTY DISPOSAL

A. Surplus personal property with commercial value will be disposed of in a cost effective and efficient manner that achieves the highest net resale proceeds for the agency. This policy does not address the surplus of real property. Surplus property with little or no commercial value or for the disposal and sales efforts are judged costlier than estimated net proceeds, may be transferred, donated, or eventually disposed of through salvage contracts or other cost effective and efficient means. Items that are broken, unusable or have no commercial, salvage or donation value may be declared as "trash" and efficiently and safely disposed of as such.

B. Agency employees and their immediate family are restricted from purchasing the surplus items due to conflict-of-interest concerns.

C. Definitions:

1. Surplus - Any agency personal property and/or asset that is no longer needed now or in the foreseeable future or that is no longer of value or use to the agency. This includes items purchased by the agency and found items.

2. Estimated Surplus Value - The estimated amount of money an interested party will be willing to pay the agency for the property. This can be determined through an estimate, an official appraisal, an offer from another agency, Kelly Blue Book value or other sources available to the responsible department.

3. Eligible Purchaser - Any public entity, non-profit organization, private organization or the general public is eligible to purchase surplus products unless otherwise noted in this policy.

D. Procedure:

1. The agency will complete the surplus request form including a complete description of the item, location, condition and estimated fair market value. The employee requesting that the item be declared surplus and executive director must sign the completed form.

2. Once the form is approved, the requesting department will coordinate the notification to interested parties and dispose as follows:

   a. Auction the item on eBay (or equivalent), list on web sites such as Craig's List (or equivalent) will be responsible for all costs associated with this option and must provide budget numbers for this purpose.

   b. Sell the item through a sealed-bid process.

   c. Trade the item in for new replacement equipment.

   d. Send the item to the State surplus program.

   e. Donate the item to a non-profit that serves or benefits the low-income persons or persons with disabilities. The organization must complete a donation form and must

provide their mission statement, and proof of their non-profit status and confirmation that they do not discriminate in provision of services.

f. Properly discard the item if the item is broken, unusable, and/or hazardous.

E. Documentation and pictures must be provided for an item to be disposed of. Discarding the item(s) is the last option to be used unless the item is broken, unusable or has no commercial, salvage or donation value and/or the agency and the agency has exhausted all other options for disposal.

F. If the item is sold or transferred, the receiving individual or party must sign an "As-/Where-Is" Statement and/or Liability Waiver. If the agency is responsible for the pickup or transfer of the item, it must obtain the signature of the individual or party receiving the item on the form and forward the form to accounting for its files.

G. If the item is sold the proceeds will be deposited into the fund that accounts for the asset within 24 hours of the transaction. Checks for surplus items are to be made payable to the agency.

H. Vehicles - For vehicles being surplused, the requesting department shall attach to the surplus request form to a printout from Kelly Blue Book with the estimated value of the vehicle. The agency will set the starting bid price at the private party value as shown in Kelly Blue Book. The agency logos and other markings identifying vehicles as agency property shall be removed prior to sale.

Chapter 2.25 - COST ACCOUNTING/EXPENSES

2.25.010 - CONSISTENCIES IN COST ACCOUNTING

A. The agency will use the cost guidelines as found in OMB Circular A-87.

B. The cost guidelines will be consistently applied to all grants and activities.

2.25.020 - ALLOWABLE/UNALLOWABLE COSTS

A. In the performance of its mission, the agency utilizes a number of funding sources including grants provided by the federal government. In order to utilize these funds for the reimbursement of costs, the agency is required to follow 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" when accounting for expenditures.

B. The agency charges costs that are reasonable, allowable, and allocable to an award directly or indirectly. All unallowable costs shall be appropriately segregated from allowable costs in the general ledger in order to assure that unallowable costs are not charged to any awards.

C. Segregating Unallowable from Allowable Costs - The following steps shall be taken to identify and segregate costs that are allowable and unallowable with respect to each award:

1. The budget and grant or contract for each award shall be reviewed for costs specifically allowable or unallowable.

2. Accounting personnel shall be familiar with the allow ability of costs provisions of 2 CFR Part 200," Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" particularly:

    a. The list of specifically unallowable costs found in 2 CFR Part 200, (Selected Items of Cost), such as alcoholic beverages, bad debts, contributions, fines and penalties, lobbying, etc.

    b. Those costs requiring advance approval from federal agencies in order to be allowable in accordance with 2 CFR Part 200, such as foreign travel, equipment purchases, etc.

3. No costs shall be charged directly to any award until the cost has been determined to be allowable under the terms of the award and/or 2 CFR Part 200.
4. For each award, an appropriate set of general ledger accounts (or account segments) shall be established in the chart of accounts to reflect the categories of allowable costs identified in the award or the award budget.

5. All items of miscellaneous income or credits, including the subsequent write-offs of un-cashed checks, rebates, refunds, and similar items, shall be reflected for grant accounting purposes as reductions in allowable expenditures if the credit relates to charges that were originally charged to an award or to activity associated with an award. The reduction in expenditures shall be reflected in the year in which the credit is received (i.e., if the purchase that results in the credit took place in a prior period, the prior period shall not be amended for the credit but rather it will be posted in the current period).

D. Criteria for Allowability - All costs must meet the following criteria from 2 CFR Part 200, in order to be treated as allowable direct or indirect costs under an award:

1. The cost must be “reasonable” for the performance of the award, considering the following factors:

    a. Whether the cost is of a type that is generally considered as being necessary for the operation of the agency or the performance of the award;

b. Restraints imposed by such factors as generally accepted sound business practices, arm's length bargaining, federal and state laws and regulations, and the terms and conditions of the award;

c. Whether the individuals concerned acted with prudence in the circumstances;

d. Consistency with established policies and procedures of agency, deviations from which could unjustifiably increase the costs of the award.

2. The cost must be "allocable" to an award by meeting one of the following criteria:

a. The cost is incurred specifically for an award;

b. The cost benefits both the award and other work, and can be distributed in reasonable proportion to the benefits received; or

c. The cost is necessary to the overall operation of agency, except where a direct relationship to any particular program or group of programs cannot be demonstrated.

3. The cost must conform to any limitations or exclusions of 2 CFR Part 200 or the award itself. The "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" 2 CFR Part 200 are included as references.

4. Treatment of costs must be consistent with policies and procedures that apply to both financed activities and other activities of the agency.

5. Costs must be consistently treated over time.

6. The cost must be determined in accordance with generally accepted accounting principles.

7. Costs may not be included as a cost of any other financed program in the current or prior periods.

8. The cost must be adequately documented.

E. Direct Costs - Direct costs are costs that are incurred/performed primarily as a service to clients or the general public, when significant and necessary to the organization's mission. These costs are generally incurred for a specific objective and can be easily identified with a particular project (fund/contract) or activity. The agency identifies and charges these costs exclusively to each award or program receiving the benefit.

F. Each invoice shall be coded with the appropriate account reflecting which program received direct benefit from the expenditure. Invoices are approved by the appropriate project manager and reviewed by the accountant and the executive director.

G. Time sheets or personnel activity reports are also submitted on a regular basis, reflecting employees' work and which programs directly benefited from their effort. Time sheets or personnel activity reports shall serve as the basis for charging salaries directly to federal awards and non-federal functions.

H. Equipment purchased for exclusive use on an award and reimbursed by the agency shall be accounted for as a direct cost of that award (i.e., such equipment shall not be capitalized and depreciated).

I. Indirect Costs - Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular grant or program but are necessary to the operation of the organization and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. Indirect costs may be allocated to benefiting grants through the use of an indirect cost rate.

J. Indirect Cost Rate - The agency maintains an annual indirect cost proposal. Each year a new indirect cost proposal is prepared and submitted with documentation to Caltrans, Division of External Audits, for approval. The indirect cost rate approved is used when determining the indirect applied to each federal and state award.

K. Types of expenditures normally included in the indirect cost pool are:

    1. General administration.

    2. Salaries and benefits of the executive officers, fiscal officer, human resources and administrative personnel.

    3. Depreciation of equipment and buildings.

    4. Office rent and maintenance.

    5. General office repairs and maintenance.

L. These rates are submitted to agency’s cognizant agency and will be binding on all other federal agencies and their contracting officers unless specifically prohibited by statute.

M. The following costs are unallowable as part of the indirect cost base (administrative cost center):

1. Interest.

2. Equipment of $5,000 and greater except with prior approval.

3. Building improvements.

4. Building renovations.

5. Compensation for the use of buildings and other equipment may be made through use allowances or depreciation.

N. Accounting for Specific Elements of Cost - the agency shall utilize the following methods of charging specific elements of cost to federal awards as direct or indirect costs:

1. Salaries and Wages - Salaries and wages shall be charged directly and indirectly based on the functions performed by each employee, as documented on each employee's timesheet (or personnel activity sheet), as follows:

   a. Direct costs - The majority of the employees of agency charge their time directly since their work is specifically identifiable to specific grants or other (non-federal) programs or functions of the agency.

   b. Mixed charges - The following employees may charge their salary costs to both direct and indirect activities:

      I. Executive director

      II. Administrative Associate

      III. CFO

      IV. Planners

2. Compensated absences (vacation leave earned) are considered part of salary costs. The costs associated with compensated absences will be recorded as direct and indirect cost based on the employee's time spent in a particular work element.

3. Paid-Time Off - PTO (sick leave, holidays, jury duty) are to be allocated to both indirect and direct on a quarterly basis based on the employee's time spent in a particular work element.

4. Employee Benefits - The agency incurs costs for the following statutory and non-statutory employee benefits:

a. Federal Insurance Contributions Act (FICA).

b. Unemployment insurance.

c. Worker's compensation.
d. Health insurance - current and post-employment.

e. Contributions to pension plan.

The agency will charge each such benefit cost directly and indirectly in the same proportion as everyone's salaries and wages.

5. Occupancy Expenses - Monthly rent expense and related pass-through expenses shall be allocated indirectly.

6. Utilities - Utilities costs include electricity and water. Such utilities costs shall be charged indirectly.

7. Supplies and Materials - To the maximum extent possible, office supplies and materials are charged directly to the grant or program/function that uses the supplies or materials. All supplies and materials used by staff who are engaged in indirect activities shall be charged indirectly.

8. Postage and Shipping - To the maximum extent possible, postage and shipping costs shall be charged directly to the grant or program/function that benefits from the postage or shipping costs.

9. Photocopying and Printing - Photocopying costs include all paper and copy supplies, copier maintenance charges and the actual lease cost or depreciation expense of the copier. Photocopying costs shall be charged directly and indirectly based on the activity. All printing costs are charged directly to the benefiting grant or program/function when possible.

10. Communications - Communication costs include the costs of local telephone service and long-distance telephone charges, including charges associated with telephone calls, facsimile transmissions, and Internet connections. These costs are charged indirectly.

11. Outside Services - The agency incurs outside service costs for its annual audit, legal fees, etc. Outside service costs shall be charged as follows:

    a. Audit fees - Cost of the financial statement audit and any preparation applicable reports shall be charged as a direct cost or an indirect cost.

b. Legal fees - Legal fees shall be charged directly to the program/work element that benefits from the services. Legal fees that are not identifiable with specific direct grants or work elements shall be charged indirectly.

c. Consultants - Costs associated with consultants shall be charged directly to the program/work element that benefits from the services. Fees that are not identifiable with specific direct grants or work elements shall be charged indirectly.

d. Insurance - To the extent that insurance premiums are associated with insurance coverage for specific grants or programs, those premium costs shall be charged directly. All insurance costs that are not identifiable with specific direct grants or work elements (such as the agency's general liability coverage) shall be charged indirectly.

e. Credits - The applicable portion of any credits resulting from cash discounts, volume discounts, refunds, write-off of stale outstanding checks, trade-ins, scrap sales or similar credits shall be credited directly or indirectly in the same manner as the purchase that resulted in the credit.

The above costs are typical examples of other expenses which may be used as a guide.

2.25.030 - OPEN

2.25.040 - IN-KIND MATCHING/CONTRIBUTED SERVICES AND MATERIALS

A. In the performance of its mission, the agency utilizes a number of funding sources including grants provided both by the state of California and by the federal government. Many of these fund sources require the agency to provide a "match" in funding from local sources either as a cash match or from in-kind services.

B. The agency is required to establish local match documentation procedures. This policy applies to all:

1. Programs that establish matching by agency or by partner entities (sub-recipients) receiving funds by contract with the agency.

2. New contracts and amendments initiated after the effective date above.

C. Local Match Authorization and Approval Process:

1. The agency is required to submit an annual plan and budget that includes a description and the source of the match (i.e., third party in-kind contributions, board member

volunteer hours, and local cash) for its own as well as its sub-recipient grants that require local match.

2. Program managers must:

    a. Create a plan and budget including input from local entities that includes a description of and the source of funds for local match.

    b. Review and, as appropriate, approve the agency's annual overall work program and transportation improvement programs. Program managers are responsible for knowing the specific federal matching regulations related to the federal funding source.

    c. Determine how the local match will be accounted for by agency. For example, a local entity may make cash payment for their share of a federal program or the local entity may certify they expended funds towards the nonfederal share of allowable expenditures.

    d. Verify that the agency's financial reporting system tracks matching funds at a level to support the use of funds that meets the level of documentation required by federal or state statutes.

    e. Verify the local match was not used to meet match requirements of more than one federal award.

    f. Verify that federal funds are not used as local match unless specifically authorized by law and the agency receives written approval from the federal the agency supplying the match.

    g. Evaluate and approve only those contracts or inter-local agreements that satisfy all local matching requirements.

3. The agency programs must require sub-recipients to complete and submit a local match certification form prior to submitting requests for reimbursement (RFR).

D. Third-Party, In-Kind Contributions - All in-kind contributions and valuation methods must be documented. For example, if an individual's service or time is treated as an in-kind contribution for the match, this must be documented as support for the in-kind contribution. For an individual's time provided by an organization, the calculation of the wages and benefits must be based on the same method that is used by the donating organization in paying the individual. If Fair Market Value (FMV) is used for equipment or facilities, the valuation method must be documented.

The following are examples of third-party, in-kind contributions and the valuation method:

1. Volunteer services provided by individuals. These are based on fair market value of the service provided. The value is not based on the potential or actual earning ability of the volunteer who performed the service. For example, if a landscaper assists with landscaping, the value of the landscaper's in-kind time cannot be based on the landscaper's hourly billing rate.

2. Services provided by employees of another organization. These are the actual costs incurred by the employing organization exclusive of fringe benefits. The value cannot include organizational overhead.

3. Donated supplies. These are based on FMV for the same products. The valuation must take into consideration the volume of items and the condition of the items.

4. Donated equipment. If the title to the asset does transfer, then FMV needs to be determined. However, authorization must be obtained from the awarding agency if the entire FMV can be used as an in-kind contribution or if only the standard use allowance may be used. If the title of the asset does not transfer, then the FMV of renting/leasing such asset may be used as an in-kind contribution.

5. Donated facilities. These must be treated similar to that of donated equipment. Facility structures may be considered in-kind contributions if the structure is available to others to rent/lease and is not used as part of the organization's daily operations.

    a. For example, a non-profit organization owns a conference facility that is rented to the public.

    b. If the non-profit donates the conference facility for program events, the FMV rental cost can be considered an in-kind contribution. However, if the nonprofit has a meeting room within that facility that they use to discuss program events, the meeting room cannot be considered an in-kind contribution.

E. Accounting Procedures:

1. Accounting for local match by cash receipt.

2. After the local entity sends in the non-federal matching funds to the agency in support of its local match requirement, the agency records the receipt using a local revenue source.

3. Accounting for Local Match by Certification (on agency records):

a. The project manager verifies that the local entity has the required match to support their Request for Reimbursement (RFR).

b. The agency is the cognizant agency for the federal grant and reports the total expenditures on its federal claim (RFR).

c. Obtain written acknowledgement of the contribution including:

I. Name and signature of donor.

II. Date and Location of donation.

III. Detailed description of item/service.

IV. Project for which the service was provided.

V. Estimated value.

VI. Certification of the eligibility and non-federal nature of contribution.

VII. Determine if contribution was obtained with or supported by federal funds, if so, provide documentation.

VIII. Hourly/billable rate attributable to federal funding.

IX. Hourly/billable rate.

4. The agency shall maintain adequate documentation to support the amounts claimed as match, for example:

a. Signed and dated time sheets filled of the donor.

b. Donation form filled out by donor.

c. Receipts for supplies or services donated by a partner with a detailed description of the item(s) or the service (s).

d. Record donation and valuation of item in detail.

e. Enter into the general ledger as income and expenditure.

5. Remember to link the in-kind contribution (if used as match for your federal funds) to an action or project mentioned specifically in your annual work plan.

6. The values of third-party, in-kind contributions may not count towards satisfying a cost sharing or match requirement of a grant award if they have been or will be counted towards satisfying the matching requirement of another federal grant agreement or any other award of federal funds.

7. The value of third-party, in-kind contributions may be accepted as the match for all grants requiring local match and may be on either the total scope of work of the proposed project or specific planning activities or tasks of the project. The use of third-party, in-kind contributions must be identified in the original scope of work of the grant application, the project specific work element of the approved overall work program, and future amendments. The Caltrans Office of Regional and Inter-Agency Planning (ORIP) must approve the use of third-party in-kind contributions in advance, prior to approval of the grant award.

8. The Caltrans District 2 Office of Planning and Local Assistance and the grant recipient is responsible for ensuring that the following additional criteria are met:

    a. The third party providing the goods or services agrees to allow the value of the goods or services to be used as the match.

    b. The goods or services provided by the third party is an eligible transportation planning activity that benefits and is specifically identifiable to the federally funded work.

    c. The third-party goods or services are provided during the period to which the matching requirement applies.

    d. The third-party, in-kind contributions are verifiable from the records of Caltrans and the grant recipient and these records show how the value placed on third-party, in-kind contributions were derived.

    e. If the total amount of third-party expenditures at the end of the program period is not sufficient to match the total expenditure of federal funds by the grant recipient, the recipient will need to make up any shortfall with its own funds. CFR 710.203, 710.505, and 710.507).

    f. The costs or value of third-party donations counting towards satisfying the non-Federal match requirement must be verifiable from the records of the grantee or sub grantee [reference 49 CFR 18.24 and 2 CFR 225]. The grantee retains responsibility for the proper oversight of services donated by third parties and/or performed by its sub grantees [reference 23 U.S.C. 106(g) (4) and 49 CFR 18.37 and 18.40, and 49 CFR 19.51].

2.25.050 - DISPOSAL OF ASSETS

A. Disposal of assets will be recorded as a gain or loss as per GASB 34.

2.25.060 - INTEREST EXPENSE

A. Interest will be accrued monthly.

B. Interest on construction will be capitalized.

2.25.070 - PREMIUMS AND DISCOUNTS

A. Premiums and discounts on the issuance of debt or in the purchase of securities will be amortized over the life of the issue, if material.

2.25.080 - BID AND PROPOSAL COSTS

A. Bid and proposal costs that are not an approved grant cost will be expensed as administration costs.

2.25.090 - CREDITS

A. Refunds and rebates to the agency should be recorded as miscellaneous revenue.

Chapter 2.30 - GRANTS AND COST ESTIMATING

2.30.010 - INTENT

A. With appropriate grant funding resources made available, the intent of the agency is to apply for grants through which the agency can better accomplish its, and partner agency, goals. Grant funding also potentially reduces the agency's use of local money.

   In applying for appropriate grant funding, agency staff must be cognizant that the project is consistent with the agency Regional Transportation Plan and that the proposed grant does not, among other things, place the agency at undue risk of monetary loss, timely completion, liability and/or undue hardship to personnel due to the use of a potential one-time funding source. As such, this section of the agency financial and accounting policies and procedures provides guidance to agency staff to use in the preparation of grant proposals and cost estimating.

2.30.020 - ESTIMATING STAFF LABOR RATES AND HOURS

A. Labor rates are to be estimated at the expected pay rates at the time the grant will be implemented.

B. For a multi-year project, an inflation factor may be considered in estimating labor rates from the beginning of a grant to its anticipated end.
C. At no time will the proposed labor rate be below the expected actual cost of labor to the agency.

D. Hourly estimates of grant work will be prepared based on prior experience, if successful on past similar efforts, or agency estimates based on the time needed to achieve the project deliverable(s).

E. At no time will the agency reduce, or intentionally underestimate, hourly rates or hours to meet a grantor's budget that would create an undue financial burden to the agency.

F. In its grant submission, the agency will request the authority from the grantor to amend/update the hourly rate schedule, based on future agency revisions.

2.30.030 - PURCHASED MATERIAL COSTS

A. Purchased material will be estimated from actual vendor quotes, engineer's estimates or recent agency experience.

B. At no time will the agency reduce, or intentionally underestimate, purchased material costs to meet grantor's budgets that would create an undue financial burden to the agency.

2.30.040 - CONSULTANT COSTS

A. Consultant costing will be estimated using actual consultant estimates, engineer's estimates or recent agency experience.

B. At no time will the agency reduce, or underestimate, consultant costs to meet grantor budgets that would create an undue financial burden to the agency.

C. In its grant submission, the agency will request the authority from the grantor to amend/update the consultant fee schedule, as needed.

2.30.050 - OTHER COSTS

A. Proposals shall be sufficient in content as to demonstrate that all agency costs have been considered.

2.30.060 - COSTING OF INDIRECT

A. The agency will submit proposals that capture all the material costs of the agency associated with the proposal, except in those instances when the agency applies for a grant funding source that does not allow indirect expenses. In these instances where the agency determines that the grant funding is desirable even without indirect reimbursement, the agency will ensure that another fund source will be used for the project to cover the unabsorbed indirect costs.

B. Pertaining to Section 2.30.060 (A) above, the board of directors, with a majority vote, can elect to waive the full costs recapture provisions of a grant proposal when substitute alternate funding is provided to cover those costs.

C. Indirect costs will consist of those costs identified in OMB Circular A-87 and the agency's indirect cost proposal.

2.30.070 - EFFECTIVE PROPOSAL DATES

A. All proposals submitted to grantors will contain an effective expiration date for the proposal. The proposal should contain an inflation clause, a renegotiation clause, or a request to amend/revise the rates/fees, as needed, should a project be extended.

2.30.080 - COST PROPOSAL SUPPORT

A. The agency requires that all proposals be supported by detailed documentation as available. This shall include vendor quotes, engineer's estimates and other calculations.

B. Documentation shall be in sufficient detail allowing for finalization of the budget in a timely manner once the grant has been awarded.

2.30.090 - GRANT ACCEPTANCE CRITERIA

A. An acceptable or model grant contains the following attributes:

1. The project is relevant to the goals and purposes of the agency and includes specific references to the agency Regional Transportation Plan (RTP) and Overall Work Program (OWP) work elements, as applicable.

2. Projects cover all negotiated costs of the agency including overhead and indirect costs unless otherwise approved by the board of directors.

3. Agency has the qualified personnel to prepare the project or can hire or subcontract with qualified personnel.

4. Grant does not place the agency in the position of incurring an undue risk of losses for failure to perform or complete the grant in a timely manner.

5. Grant does not exceed the agency liability insurance limits. The board of directors may approve to increase these limits as needed.

6. Grant budgets are balanced.

7. The following limits shall be in effect for determining whether board of director's approval is required prior to either grant submission or approval:

    a. The agency executive director may approve grants up to $50,000; or

    b. The agency board of directors shall approve grants over $50,000.

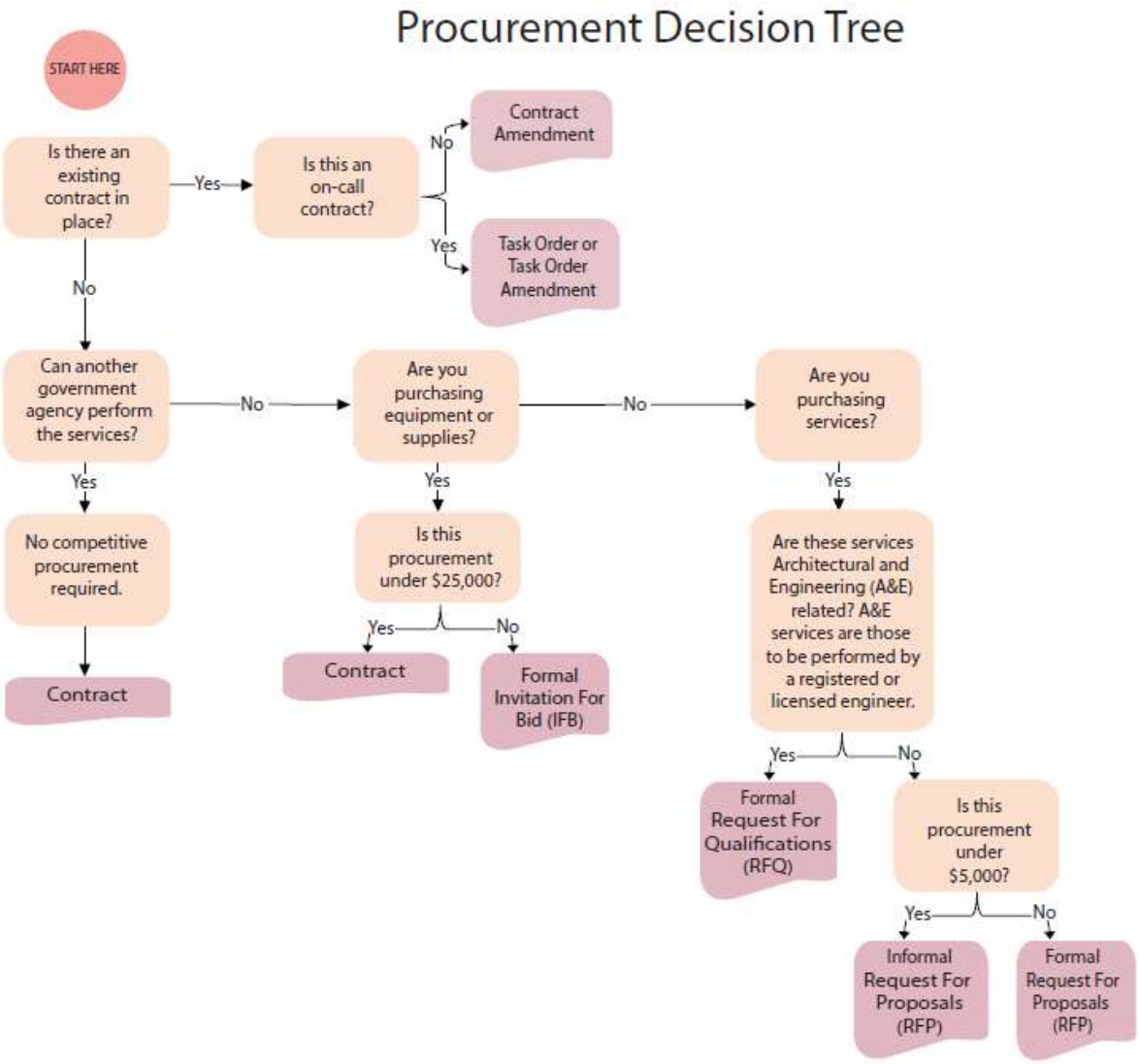
8. For those grant proposals requiring board of directors' approval, staff will determine whether a resolution is required and will submit one with the grant, as needed.

9. The grantor will accept, at a minimum, quarterly invoices from the grantee, preferably monthly.

Chapter 2.35 - PURCHASING AND CONTRACTING

(Updated December 13, 2021)

2.35.010 - PART I - PROCUREMENT DECISION TREE



2.35.020 - PART II - SPECIFIC POLICIES AND PROCEDURES

A. Part II of this manual contains specific policies and procedures that have been adopted by SRTA. For the purposes of this manual, even when not specifically indicated as such, "Executive Director" refers to SRTA Executive Director or designee.

2.35.020.001 – BACKGROUND

A. This manual sets forth the requirements SRTA uses in the solicitation, award, and administration of its third-party contracts with nongovernmental entities, whether the contract results in revenue or expense to SRTA. These requirements are based on the common grant rules, federal statutes, executive orders and their implementing regulations, FTA policy, FHWA policy, State of California Public Utilities Code, State of California Public Contract Code, State of California Labor Code, SRTA Board and administrative policies, and all other local, state, and federal requirements relating to procurement and applicable to SRTA as a regional public agency. Additionally, general requirements for intergovernmental agreements are included in specific sections.

   STRA staff will be trained on the use of this manual on a reoccurring basis.

2.35.020.002 - REVISIONS TO MANUAL

A. All references to state and federal laws and regulations refer to those versions of the laws and regulations, as they may be amended from time to time. The manual will be reviewed for updates to laws, regulations and other sources of guidance annually.

2.35.020.003 - VARIATIONS FROM PROCEDURES

A. In the event that circumstances dictate other than the processes indicated in this manual, the Executive Director or designee and/or Board may authorize a variation within the limits of state and federal regulations. Staff must document the reasons for not conforming to all of the processes described in the manual. The Executive Director, his designee and/or the Board may only authorize a variation when it is in the best interest of SRTA.

2.35.020.004 - APPLICABILITY OF COMPETITIVE PROCUREMENT REQUIREMENTS

A. The solicitation, award, and administration of third-party contracts must be carried out on a competitive basis, except in the instances set forth below. Competitive procurement requirements apply even if the award will not require SRTA to directly pay any funds to the award recipient. So, for example, competitive procurement requirements apply in situations

where the contractor will be paid by commission or fee from a source other than SRTA. Competitive procurement requirements also apply to revenue agreements. If the awardee of the SRTA contract will receive compensation from any source as a result of SRTA's award, then a competitive process should be used to ensure fairness. Exceptions are as follows:

1. If the requirements of the sole source or limited competition procurement are met as set forth in Section 2.35.020.023L.
2. If SRTA chooses to use an alternate procurement method that is authorized for state or local agencies by state or federal law.

Appendices

- Sole Source Approval Form (Appendix 1)
- Limited Competition Approval Form (Appendix 25)

2.35.020.005 - CONFORMANCE WITH THE LAW AND SRTA POLICIES AND PROCEDURES

A. SRTA should use procurement procedures that reflect applicable state and local laws and regulations, provided that the procurements conform to applicable federal and state law. SRTA's policies require all competitive procurements to commence with a Procurement Requisition form and a Method of Procurement Selection (MOPS) form providing the Project Manager with the information necessary to make a purchase. Section 2.35.020.021 (Procurement Requisitions) of this manual provides additional information regarding these forms. All procurements and contracts must be approved in accordance with SRTA's policies concerning delegation of authority. (See Section 2.35.020.006 Contract Approval Delegations, Development & Administration of this manual for additional information.)

Appendices

- Method of Procurement Selection Form (Appendix 10)
- Procurement Requisition Form (Appendix 2)

2.35.020.006 - CONTRACT APPROVAL DELEGATIONS, DEVELOPMENT and ADMINISTRATION

A. Contract Approval Delegations

Threshold	**Approval Required**
$0 to $50,000	Executive Director
Over $50,000	SRTA Board

All procurements MUST be approved by the SRTA Executive Director. All procurements exceeding $50,000.00 must be approved by the Executive Director and by the SRTA Board of

Directors. Transactions approved by persons without authority are void. In the event of an emergency or urgent need, the Executive Director is authorized to take all necessary actions to prevent significant unnecessary loss to SRTA, a shutdown of public services, or to address a situation threatening the health or safety of persons or property, including but not limited to, authorization to contract with a contractor or consultant on a sole sources basis, consistent with applicable state or federal law without prior approval from the SRTA Board of Directors. In the event such an emergency or urgent need occurs, the Executive Director will consult with the Chair of the Board and submit a report at the next regular meeting in order to obtain ratification for those actions.

B. Due to the small size of the agency, SRTA's Project Managers will perform the duties normally assigned to a contracts officer with oversight from the SRTA Chief Fiscal Officer. The Chief Fiscal Officer will review each procurement after completion of major milestones including requisition, solicitation, award, contract closeout to ensure that the procurement is in compliance with the policies and procedures manual in general and to ensure that the procurement process is adequately documented.

C. For purchases involving no federal funds and that do not need any specialized terms and conditions regarding matters such as allocation of risk or liability due to the nature of the procurement and not exceeding $25,000, a simplified contract or the contract template of the contractor may be used. For purchases involving federal funds, all applicable federal requirements and certifications are required for the contract. For purchases exceeding $25,000, a contract should be used in order to ensure provisions are included to protect SRTA's interests. SRTA will implement a contract development and administration process that ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts.

D. Prior to any contract development, a scope of work must be prepared in order to determine what procurement method and type of contract document will be used and fill out the MOPS form. In addition, an independent cost estimate (ICE) must be prepared for all procurements. The person responsible for developing the ICE form must be free from financial and organizational conflicts of interest. In order to avoid the perception that the person who approved the ICE form for a project may improperly bias the cost or price negotiations with the contractor/consultant/vendor selected for award, it is advisable that a different person than the one responsible for approval of the ICE have primary responsibility for any contract negotiations that may be needed.

E. In order to determine what type of contract payment type should be stated in the procurement and included in the contract language, the Project Manager will use the Contract Payment Type Selection Form and select the applicable language from the contract boilerplate options.

Appendices

- Method of Procurement Selection Form (Appendix 10)
- Contract Payment Type Selection Form (Appendix 30)
- Independent Cost Estimate (ICE) Justification for Small Procurements (Appendix 23a)
- Independent Cost Estimate, Scope of Work, Summary and Staffing Plan (Appendix 24)

2.35.020.007 - STANDARD OF CONDUCT FOR PERSONS INVOLVED IN PROCUREMENT

A. SRTA staff is required to follow the SRTA Standard of Conduct Policy when carrying out procurement or contracting functions. If non-SRTA staff is used to evaluate proposals or bids, those persons should be provided a Declaration Concerning Conflicts for Evaluators.

Appendices

- Standard of Conduct Policy (Appendix 3)
- Evaluator (Consultant/Contractor Evaluation Committee) Guidelines (Appendix 7)
- Declaration Concerning Conflicts for Evaluators (Appendix 8)

2.35.020.008 - STATEMENT OF NECESSITY TO ENSURE MOST EFFICIENT AND ECONOMIC PURCHASE

A. It is SRTA policy to review proposed procurements to avoid the purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach. The Chief Fiscal Officer will review all requisitions for compliance with this policy.

    1. SRTA adopts adequate procedures for determining the types and amounts of property and services it needs to acquire. These procedures will avoid the purchase of unnecessary property and services not needed (including duplicates and quantities or options not intended to be used). SRTA monitors compliance of these procedures by determining what is necessary, current, and reasonably expected at the time the contract was executed.

    2. SRTA may not add quantities or options to contracts solely to permit assignment to another party at a later date. These limits on assignments do not preclude joint procurements that are entered into simultaneously by two or more parties to obtain advantages unavailable for smaller procurements.

        a. If the quantity of property or services reasonably believed as needed at the time of contract award changes, SRTA may assign its unneeded contract authority to another entity.

3. SRTA considers procurement size on whether to consolidate or break out the procurement to obtain a more economical purchase.

   a. When economically advantageous to enter into joint procurements with other government agencies, SRTA may be responsible for undertaking the joint procurement and may, upon contract award, assign to the other participant's responsibilities for administering those parts of the contract affecting their property or services.
   b. SRTA may break out procurements into smaller amounts to provide greater opportunities for Disadvantaged Business Enterprises (DBEs), small and minority firms to participate. SRTA will not split a larger procurement merely to gain the advantages of small purchase procedures.

4. SRTA contracts may include options to ensure the future availability of property or services so long as it is able to justify them as needed for its projects. An option, for a specified time, may allow SRTA to acquire more than what was originally procured or also may extend the term of the contract. To be used without being considered a sole source, however, such options must be evaluated as part of the selection or low bid determination process.

5. To obtain the best value, SRTA reviews lease versus purchase alternatives and if necessary, obtains an analysis to determine the more economical alternative. Before leasing an asset, SRTA makes a written comparison of the cost of leasing compared with purchasing or constructing the asset. Costs used in the comparison are reasonable, based on realistic current market conditions, and based on the expected useful service life of the asset.

6. SRTA is responsible for preparing specifications that describe its needs while assuring that those specifications are not exclusionary, discriminatory, unreasonably restrictive, or otherwise in violation of federal laws or regulations. The specifications describe the property or services to be procured and state how the bids and/or proposals will be evaluated.

Appendices

- Independent Cost Estimate (ICE) Justification for Small Procurements (Appendix 23a)

2.35.020.009 - USE OF OTHER NON-SRTA PROCUREMENTS

A. Public Utilities Code section 132352.4(b)(2) states that SRTA is permitted to contract in conjunction with other government agencies without utilizing competitive procurement procedures. This exception to competitive procurement is not permitted when FTA or FHWA funds will be utilized to carry out the project unless the procuring agency followed federal

procurement requirements. In all cases a market, price or cost analysis must be performed and documented to establish the amount that will be paid at the time of purchase will be fair and reasonable per Master Fund Transfer agreement provision, CFR 49 18.36 (f)(1).

2.35.020.010 - THRESHOLD DETERMINATIONS CONCERNING CONTRACTORS / CONSULTANTS / VENDORS

B. There are several determinations that must be made by the Project Manager before a contractor, consultant, or vendor can be procured and/or utilized, whether or not the procurement is competitive. A discussion of these issues follows.

Conflicts of Interest

1. A contractor is eligible for an award by SRTA so long as the procurement in question does not create an actual, potential, or apparent conflict of interest. A prohibited conflict of interest exists when a firm is or may be unable to render impartial, objective assistance or advice to SRTA or where a firm would receive an unfair competitive advantage. Prohibited conflicts of interest include, but are not limited to, the following situations:

   a. If the selected consultants and/or sub-consultants will be assisting SRTA in the preparation of one or more documents (for example, specifications or a feasibility study) that will be used for a future solicitation, assisting SRTA to evaluate the work of others on the project, or designing the specifications for a future project, the consultant team selected will not be allowed to participate as a proposer or join a team submitting a proposal in response to future solicitation(s) because this could cause an organizational conflict to arise.

   b. A consultant that provides legal, lobbying, auditing, or public relations services to an entity with a conflicting position from SRTA or with whom SRTA is in or previously was in litigation, may be precluded from providing services to SRTA if SRTA believes the consultant may not be able to render impartial advice or provide effective advocacy on behalf of SRTA.

2. A notice of the potential for conflict of interest shall be included within any solicitation document issued by SRTA.

3. For purposes of this section of the manual, a “firm” is defined as any company or family of companies, non-profits or related non-profits, where there is a single parent or staff of officers who can influence the policies and actions of the designated company.

4. For purposes of this section of the manual, “ineligible” shall include the prime contractor for the services, subcontractors for portions of the services, and affiliates of either. An affiliate is a firm that is subject to the control of the same persons through joint ownership or otherwise.

5. If there is any doubt by a firm regarding a potential conflict of interest for a specific project or function, the appropriate member of SRTA management staff, depending on the type of project, will (upon written request) provide a written ruling. Contractors should be encouraged to use this procedure prior to submittal of a bid or proposal. In the event a conflict of interest is determined to exist, a written appeal may be made by the affected firm to the Executive Director within five calendar days of notice from SRTA of the conflict. The Executive Director will determine the adequacy of the appeal and make a subsequent final decision. No further appeal shall be considered.

6. Waiver of any actual, potential or apparent conflict of interest that may exist or arise as a result of concurrent legal representation of SRTA and parties whose interests may conflict shall be decided by the Executive Director in consultation with Legal Counsel.

Debarment

7. Prior to doing business with a firm, the Project Manager must verify that the firm has not been debarred by SRTA or any of the agencies funding the procurement and add documentation of the debarment check to the contract file.

Procurements That Will Give Consultants Project Management Responsibilities

8. If a procurement's scope of work will include allocation of Project Manager types of responsibilities or any other responsibilities that will call for a consultant's or sub-consultants staff to prepare an ICE or Record of Negotiation (RON) or negotiate contract terms on behalf of SRTA, the persons on the consultant's staff who will perform these responsibilities will need to fill out a disclosure of financial interests (Form 700) and be free of any conflicts of interest. If the scope of work will include such responsibilities, the Project Manager should inform Legal Counsel so that an attorney can provide appropriate terms and conditions to protect SRTA interests for insertion in the contract.

Procurements That Will Allow Use of SRTA Office Space by Non-SRTA Staff

9. If a procurement calls for the contract awardee to house any staff at SRTA, the Project Manager should consult with Legal Counsel so that appropriate terms and conditions to protect SRTA interests are inserted in the contract.

Appendices

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2.35.020.011 - CONTRACT AWARDS TO RESPONSIVE AND RESPONSIBLE BIDDERS / OFFERORS

A. SRTA will make awards only to responsible bidders/offerors who submit responsive proposals/bids and who can demonstrate they possess the ability to perform successfully under the terms and conditions of a proposed procurement.

B. SRTA may award a contract to other than the lowest bidder. SRTA may include a statement in the solicitation reserving the right to award the contract to other than the low bidder or offeror.

C. SRTA will award only to "responsive and responsible" contractors that it believes possess the ability, willingness, and integrity to perform successfully under the terms and conditions of the contract. SRTA determines responsiveness and responsibility after receiving bids or proposals and before making a contract award. A bidder/offeror must demonstrate affirmatively to SRTA that it qualifies as "responsible" and that its proposed subcontractors also qualify as "responsible." To determine that a bidder/offeror is "responsive and responsible," SRTA, at a minimum, will determine and ensure that the bidder/offeror satisfies the following criteria:

1. Has no known record of dissatisfactory integrity or improper business ethics;

2. Is neither debarred nor suspended from federal programs under DOT regulations, "Nonprocurement Suspension and Debarment;"

3. Bidder/offeror confirms that it is in compliance with the Common Grant Rules' affirmative action and FTA's DBE requirements;

4. Bidder/offeror confirms it is in compliance with the public policies of the federal government;

5. Has the necessary organization, experience, accounting, and operational controls and technical skills (or the ability to obtain them);

6. Is in compliance with applicable licensing and tax laws and regulations;

7. Has, or can obtain, sufficient financial resources to perform the contract;

8. Has, or can obtain, the necessary production, construction, and technical equipment and facilities;

9. Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments; and

10. Is able to provide a satisfactory current and past performance record in view of its records of long-time performance or performance with a predecessor entity, including key personnel with adequate experience, a parent firm with adequate

resources and experience if applicable, and key subcontractors with adequate experience and past performance and past experience in carrying out similar work, with particular attention to management approach, staffing, timeliness, technical success, budgetary controls, and other specialized considerations.

D. A prospective bidder or offeror that is or recently has been seriously deficient in contract performance is presumed to be nonresponsible unless SRTA determines that the circumstances were beyond the bidder's or offeror's control or unless the bidder or offeror has taken appropriate corrective action. Past failure to apply sufficient tenacity, perseverance, and effort to perform acceptably is strong evidence of nonresponsibility. Failure to meet the quality requirements of a contract is a significant factor to consider in determining satisfactory performance.

E. SRTA may consider the number of the bidder's or offeror's contracts involved and the extent of deficient performance in each contract when making the responsibility determination. SRTA maintains the right to reject all bids or proposals submitted in response to Invitation for Bids (IFBs) or Request for Proposals (RFPs).

F. All requisitions resulting in the formal procurement process of an IFB, Request for Qualifications (RFQ), or RFP should document the award to a responsive and responsible contractor through the use of checklists, reference checks, recommendation memo, or other contract file documentation and, at a minimum, should include the following applicable items:

1. Review the "Responsibility" Requirements. Before selecting a contractor for the award, SRTA must consider such matters as contractor integrity, compliance with public policy, a record of past performance, and financial and technical resources.

2. Perform a reference check of an adequate number of references and complete the applicable reference check form.

3. Review the federal debarred/suspended contractor listing at: http://sam.gov/portal/public/SAM. SRTA may collect a debarment and suspension certification from the prospective contractor or include a clause in the contract requiring disclosure. SRTA checks the System for Award Management (SAM) before awarding a contract.

4. Review the State debarred/suspended contractor listing at: http://www.dir.ca.gov/DLSE/Debar.html. SRTA treats any proposer listed on the debarment and suspension list as nonresponsible and ineligible for award.

G. For all contracts in excess of $500,000, the following uniform system of determining whether or not a bidder/offeror is "responsive and responsible" may be applied. Following is a nonexclusive list of factors in relation to the work to be performed for the project:

1. Financial Requirements:

    a. Bidders/offerors shall have evidence of the availability of working capital;

    b. The largest value of all work any bidder/offeror has had under contract over a previous similar time frame as the subject contract shall meet or exceed the total amount of the bid;

    c. The dollar value of at least one of the previous individual contracts listed shall be at least 50 percent of the dollar value bid on the SRTA contract; and

    d. The bidder/offeror shall have successfully completed contracts during the previous five years that together exceed five times the annual value of the SRTA contract.

2. Experience Requirements:

    a. The bidder/offeror must demonstrate organization experience on work similar to SRTA contract by submitting a list, covering at least the previous five years, of all projects of any type that have been completed or are under construction. The list shall contain a name, title, address, and phone number for agency/firm staff to contact to verify the contact details;

    b. The bidder/offeror shall demonstrate individual experience by submitting a list of all officers, superintendents, and engineers who will be involved in the SRTA contract. These key personnel shall have at least three years' experience on contracts where the work is similar to SRTA contract and shall have been employed by the bidder/offeror for at least two years before SRTA contract bidding date. The individuals listed shall have been involved at the same level of responsibility on successfully completed contracts during the previous five years that together exceed the value of the SRTA contract. A résumé for each individual listed shall include the name, title, address, and phone number of an individual or organization who can verify the individual's experience;

    c. The bidder/offeror shall submit a summary of all claims made in the last five years arising out of previous contracts listed (this summary shall include all claims by the owner against bidder or bidder against the owner and the final status of each claim);

    d. The bidder/offeror shall state whether or not it has defaulted on a project within the last two years;

    e. The bidder/offeror shall list any violation of the apprenticeship requirements under a State Business and Professions Code of Labor Code found by an appropriate authority within the last two years;

f. The bidder/offeror shall state whether they have been found guilty of failure to pay required prevailing wages on a public contract within the last two years;

g. The bidder/offeror shall state whether they have been formally found to be a nonresponsible bidder, for reason other than being nonresponsive by a public agency within the last two years;

h. The bidder/offeror shall list how many projects the bidder will be working on in conjunction with SRTA project;

i. The bidder/offeror shall state whether they have ever been terminated by an owner or client or rejected from bidding on a public works project in the last five years;

j. The bidder/offeror shall state whether a surety ever completed any portion of the work on the bidder's project within the last five years;

k. The bidder/offeror shall state whether the bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder has ever been disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project because of a violation of a law or safety regulation, and if so, explain the circumstances; and

l. For all items identified under this subsection, the bidder/offeror shall provide the name of the owner, the title of the project, contract amount, location of the project, date of the contract, and name of the bonding company.

3. Reporting Forms:

a. In order to demonstrate that SRTA financial and experience requirements are met, the bidders/offerors shall submit, when requested by SRTA, a Contractor's Statement of Experience and Financial Condition prepared by the bidder/offeror and a financial statement prepared by an independent auditor, both verified under oath, that shall meet SRTA's requirements.

b. Failure to provide accurate information relative to its financial status or experience may result in the debarment of the bidder/offeror from future SRTA work.

c. SRTA will make its determination of responsiveness and responsibility based upon information submitted by bidders/offerors, and, if necessary, interviews with previous owners, clients, design professionals, or subcontractors with whom the bidder/offeror has worked, including SRTA Project Managers. If a nonresponsive or nonresponsible offeror submits additional evidence within the time limitation provided by SRTA, then that additional evidence should be considered by the Project

Manager in making the recommendation to the Executive Director regarding the determination of the bidder/offeror that should be awarded the contract.

H. The methods above may be employed at the discretion of the Project Manager to include the requesting of a Dun & Bradstreet (http://www.dnb.com/government) financial report on the low bidder (IFB) or highest evaluated offeror(s) (RFP). All methods employed must be documented and contained in the contract file.

Appendices

- Contractor's Statement of Experience and Financial Condition (Appendix 4)
- Recommendation for the Selection of a Contractor Memo Template (Appendix 6)

2.35.020.012 - WRITTEN RECORD OF PROCUREMENT HISTORY/PROCUREMENT FILE

A. SRTA will maintain and make available to authorized agencies, records detailing the history of a procurement. At a minimum, these records should include:

1. The rationale for the method of the procurement: SRTA provides the rationale it used for each contract, including a limited competition or sole source justification for any acquisition that does not qualify as competitive;

2. Selection of contract payment type: SRTA states the reasons for selecting the contract type it used, such as fixed-price or cost reimbursement;

3. Reasons for contractor selection or rejection: SRTA states its reasons for contractor selection or rejection and includes a written responsibility determination for the successful contractor; and

4. The basis for the contract price: SRTA evaluates and states its justification for the contract cost or price.

B. The determination for items 1 and 2 above will be made through the use of the Method of Procurement form or equivalent documentation to the contract file. In addition, any Board agenda report requesting approval to award a third-party contract or recommendation memo will serve as a record detailing procurement history. For item 3, a recommendation memo is used to justify contractor selection. For item 4, the justification for a procurement cost can be detailed in the Independent Cost Estimate (ICE) document.

At a minimum the procurement folder should include:

1. Solicitation document (IFB, RFQ, or RFP).

2. Contract (agreement/MOU/lease/letter agreement/PO/etc.).

3. Amendments.

4. Task orders.

5. Documentation establishing the reasonableness of procurement method (MOPS, procurement requisition, Purchase Order Checklist, Sole Source Approval form, Limited Competition Approval form).

6. Documentation establishing the reasonableness of amount paid (ICE, RON, evaluation committee score sheets).

7. Documentation of required federal forms and U/DBE compliance.

8. Documentation establishing the selection of payment method.

Appendices

- Method of Procurement Selection Form (Appendix 10)
- Contract Payment Type Selection Form (Appendix 30)
- Independent Cost Estimate (ICE) Justification for Small Procurements (Appendix 23a)
- Independent Cost Estimate, Scope of Work, Summary, and Staffing Plan (Appendix 24)
- Recommendation for the Selection of a Contractor Memo Template (Appendix 6)

2.35.020.013 - USE OF TIME-AND-MATERIAL CONTRACTS

A. SRTA will use time-and-material type contracts only:

1. After a determination that no other type of contract is suitable; and

2. If the contract specifies a ceiling price that the contractor shall not exceed the amount except at its own risk.

Appendices

- Method of Procurement Selection Form (Appendix 10)
- Contract Payment Type Selection Form (Appendix 30)

2.35.020.014 - WRITTEN PROTEST PROCEDURES

A. SRTA has written protest procedures to handle and resolve disputes relating to its procurements. There are separate procedures related to protests involving the Disadvantaged Business Enterprises provisions in procurements and contracts. All protest decisions must be in writing. For FTA- or FHWA-funded procurements, SRTA will disclose all information regarding the protest in a timely manner in its next quarterly milestone progress report and at its next project management oversight review. A protestor must exhaust all administrative remedies by pursuing SRTA's protest procedures to completion before

appealing the decision to the FTA. In the case of contracts funded by the FTA, the FTA will review only protests regarding the alleged failure of SRTA to have written protest procedures or alleged failure to follow such procedures. An appeal to the FTA must be received by the cognizant FTA regional or headquarters office within five (5) working days of the date when the protester has received actual or constructive notice of SRTA's final decision.

1. SRTA's role and responsibilities with regard to the FTA when there is a protest on FTA-funded procurements:

    a. documents SRTA will provide copies of all protests and any or all related supporting for protests that have a value exceeding $100,000, or; involve a controversial matter, irrespective of the amount, or; involve a highly publicized matter, irrespective of the amount.

    b. SRTA will provide a brief description of the protest; the basis of disagreement, and; if open, how far the protest has proceeded, or; if resolved, the agreement or decision reached, and; whether an appeal has been taken or is likely to be taken.

    c. When SRTA denies a bid protest, and especially if an appeal to the FTA is likely to occur, SRTA will inform the FTA regional administrator for the region administering a regional project or the FTA associate administrator for the program office administering a headquarters project directly.

2. The FTA's role and responsibilities with regard to FTA-funded procurements in the appeals process for reviewing protests state that the protester must qualify as an "interested party," which is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the contract.

    a. A subcontractor does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.

    b. An established consortium, joint venture, partnership, or team that is an actual bidder or offeror and is acting in its entirety would qualify as an "interested party" because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely in its individual capacity, does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.

    c. An association or organization that does not perform contracts does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.

Violations of federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of state or local law or regulations will be under the jurisdiction of state or local authorities.

Appendices

- Protest Procedures for Procurements (Appendix 5)
- DBE Complaint Procedures (Appendix 31)

2.35.020.015 - CHANGES AND MODIFICATIONS

A. SRTA is responsible for issuing, evaluating, and making necessary decisions involving any change to its contracts, amendments, any change orders, or modifications. It also will evaluate and make the necessary decisions involving any claim of a constructive change to a contract. Changes and modifications will be evaluated to ensure that if they will constitute a sole source, applicable sole source documentation is prepared. In addition, an ICE will be prepared, and the Project Manager will document negotiations of prices, costs and/or profit mark-up.

   SRTA will have cost justifications supporting each change order it may issue and approve any proposed change order before it is issued. The cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of any applicable grant, cooperative agreement, or other funding restriction and must be reasonable for the completion of the project scope.

   Please see Section 2.35.020.030 - Cardinal Contract Change for further detail.

Appendices

- Method of Procurement Selection Form (Appendix 10)
- Sole Source Approval Form (Appendix 1)
- Record of Negotiation (Appendix 27)

2.35.020.016 - DISPUTES

A. SRTA has written procedures to handle and resolve disputes relating to contract provisions. All disputes must be in writing by contractors/consultants. Adequate documentation must be submitted by the contractor/consultant documenting the facts, events, negotiations, and/or applicable laws establishing the grounds for the dispute.

   SRTA will notify the FTA about disputes on FTA-assisted procurements that have a value exceeding $100,000 if the FTA funding could be used to resolve the dispute. Upon request from the FTA, SRTA will provide a brief description of the dispute; the basis of disagreement, and; if open, how far the dispute has proceeded, or; if resolved, the agreement or decision reached, and; whether an appeal has been taken or is likely to be taken.

This information will be provided to the FTA as applicable in SRTA's next quarterly milestone progress report and in the next project management oversight review if any.

Appendices

- None

2.35.020.017 - CONTRACT PERIOD OF PERFORMANCE LIMITATION

A. Except for procurements of rolling stock and replacement part contracts, which are limited on federally funded procurements to five (5) years, SRTA's other contracts (such as property, services, leases, construction, revenue) are not limited by federal requirements to the five-year limit.

Even if a federal time limit is not applicable, however, SRTA staff will use sound business judgment and be judicious in establishing, extending, and documenting a contract's period of performance. Generally, SRTA's standard maximum contract length will not exceed five (5) years, inclusive of options, unless the reason for a longer term is documented in the contract folder. Contracts may be awarded with periods of performance in excess of five years if prior concurrence by the Executive Director in consultation with Legal Counsel is documented. This requirement applies to the initial contract and contract extensions or renewals beyond a five-year term. The same process also is required for the exercise of an option which will extend the contract's period of performance beyond five years.

The period of performance generally should not exceed the time necessary to accomplish the purpose of the contract. SRTA staff should consider competition, pricing, fairness, and public perception when making decisions regarding the term of a contract. Particular attention should be paid when the procurement provides for on-call services on a wide range of services for more than three years. Such procurements limit the firms eligible for an award to a specific list of on-call firms and may lead to missed opportunities for better pricing and/or experience from other firms that have been established or have gained the necessary experience to be eligible for an award if a new procurement was issued at a sooner interval. SRTA staff will document its rationale for determining the performance period designated for each contract.

SRTA considers contract time extensions in light of whether they are permissible changes or impermissible cardinal changes. Once it awards the contract, an extension of the contract term length that amounts to a cardinal change will require a sole source justification.

Contract extensions must be executed prior to the expiration date of the original contract.

Appendices

- Sole Source Approval Form (Appendix 1)

2.35.020.018 - ASSIGNMENT OF CONTRACT RIGHTS, JOINT PROCUREMENTS, AND INTERGOVERNMENTAL PROCUREMENT

A. SRTA limits its procurements to the amount required to meet its reasonably expected needs without adding excess capacity simply for the purpose of assigning contract rights to others at a later date. Advertised quantities and dollar amounts should be justifiable.

When SRTA solicits, competes, and awards through the use of an indefinite-delivery-indefinite-quantity (IDIQ) contract, the solicitation and the contract award should both contain a minimum and maximum quantity that represents reasonably foreseeable needs.

Should SRTA find that it has inadvertently acquired contract rights in excess of its needs, it may assign those contract rights to other public agencies if the original contract contains an assignability provision that permits the assignment of all or a portion of the specified deliverables under the terms originally advertised, competed, evaluated, and awarded or contains other appropriate assignment provisions. This process is sometimes referred to as "piggybacking."

1. In cases where SRTA finds it useful to "piggyback" off of another public entity's procurement, it first has to determine the contract price remains fair and reasonable and the negotiated contract provisions are adequate for compliance with all federal requirements if the contract will use federal funds. SRTA need not perform a second price analysis if a price analysis was performed for the original contract in the previous 12 months, however, SRTA staff will still need to determine whether the contract price or prices originally established are still fair and reasonable before using those rights by performing an analysis. SRTA is then responsible for ensuring the contractor's compliance with the FTA's Buy America requirements and execution of all the required pre-award and post-delivery Buy America review certifications, if applicable. SRTA staff should review the original contract to be sure that the quantities the assigning recipient acquired, coupled with the quantities it is seeking, do not exceed the amounts available under the entity assigning the contract.

2. Piggybacks and assignments may limit choices to specific property and services acquired. SRTA may choose to instead use joint procurements by combining or "pooling" procurements to obtain better pricing. Joint procurements are often more desirable than assignments because an assignment does not represent the combined buying power of more than one purchaser at the time when prices are established. A joint procurement also may offer the advantage of permitting the parties to acquire property and services more closely responsive to each purchaser's material requirements that would be available through the assignment of existing contract rights. However, if SRTA and another party jointly solicit and award an IDIQ contract, the joint minimum and maximum quantities are expected to be stated in the solicitation and contract.

3. Non-SRTA procurements are procurements for which another public entity served as the lead procurement entity and that include provisions that will allow the procurement to be used by SRTA to contract with one or more specific contractors/vendors using pre-established prices, terms and/or conditions. Examples of such procurements include joint procurements, piggybacks, and state purchasing schedules. When obtaining property or services in this manner, SRTA staff should ensure that all federal requirements, required clauses, and certifications (including Buy America) are properly followed and included in the master intergovernmental contract or in SRTA contract as applicable. When buying from a purchasing schedule, and as applicable, SRTA will obtain Buy America certification before entering into the contract. If the product is not Buy America-compliant, SRTA should obtain a waiver from the relevant federal agency before proceeding if the procurement will be federally funded.

4. When using the California Multiple Award Schedules (CMAS), SRTA must follow the specific procedures identified in the California State Contracting Manual.

Appendices

- California State Contracting Manual

2.35.020.019 - COMPETITION

A. This section is composed of the following subsections:

019A Full and Open Competition
019B Advertisement of Solicitations/Distribution of Advertised Solicitation Documents
019C Prohibition Against Geographic Preferences in Federally Funded Procurements
019D Written Procurement Selection Procedures
019E Pre-Qualification Criteria

2.35.020.019A - FULL AND OPEN COMPETITION

A. SRTA will provide for full and open competition when soliciting bids or proposals. All procurement transactions, excluding approved limited competition or sole source procurements, will be conducted in a manner providing full and open competition consistent with this manual. Some of the situations that may be considered to be restrictive of competition include, but are not limited to:

1. Unreasonable requirements placed on contractors in order for them to qualify to do business;

2. Unnecessary experience and excessive bonding requirements;

3. Noncompetitive pricing practices between firms or between affiliated companies;

4. Noncompetitive awards to any person or firm on retainer contracts;

5. Organizational conflicts of interest - an organizational conflict of interest means that because of other activities, relationships, or contracts, a contractor is unable, or potentially unable, to render impartial assistance or advice to the grantee; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage;

6. The specification of only a "brand name" product without listing its salient characteristics and not allowing "an equal" product to be offered; and

7. Any arbitrary action in the procurement process.

B. SRTA will adhere to these principles of competition:

1. Fundamental to the use of any procurement method is the principle of full and open competition. The availability of suppliers who are willing to compete for procurement is essential for the effective use of small purchase procedures, formally advertised procurements (IFBs), or negotiated procurements (RFPs and RFQs).

2. Competition in procurement is defined as a condition where at least three sources are able to compete for a requirement, both in price and technical skills.

3. An attempt to get at least three quotes or bids is required for SRTA's competitive procurements.

4. SRTA will not fund procurements that restrict competition by utilizing exclusionary or discriminatory specifications. These include:

   a. Placing unreasonable requirements on firms by specifying technical features, conditions, or other factors for which there is insufficient operational justification of legitimate need;

   b. Allowing noncompetitive practices between firms (collusion, price fixing);

   c. Conflicts of interest within SRTA; and

   d. Requiring unnecessary experience and bonding.

5. By working throughout the procurement process to encourage full and open competition among potential contractors, SRTA will assure that both its interests and those of the state and federal government are protected and that SRTA is getting a fair return on the expenditure of federal, state, and local tax dollars.

6. Less than the full and open competition is not justified based on failure to plan or limited availability of federal assistance to support the procurement (for example,

expiration of federal assistance previously available for the award). When less than the full and open competition is available to SRTA on a federally funded procurement, the common grant rule requires SRTA to:

a. Solicit offers from as many potential sources as is practicable under the circumstances;

b. Provide a sole source or limited competition justification. If SRTA decides to solicit an offer from only one source or use a limited competition procurement, it must justify its decision adequately and in writing;
c. Prepare or obtain a cost analysis verifying the proposed cost data, the projections of the data, and the evaluation of the costs and profits; and

d. Submit the proposed procurement for pre-award review if a federal agency so requests.

7. In the event that SRTA receives less than three responses to an advertised procurement, SRTA will analyze the circumstances and take remedial action. SRTA will contact firms sent the solicitation to determine the reasons that firms did not respond. If the reasons for non-response can be addressed by SRTA, the agency should re-advertise. If the reasons for non-response cannot be addressed, such as remote location, adequate resources at this time, SRTA can continue with only two firms, but justification must be documented to proceed with the procurement. For non-Architectural & Engineering (A&E) procurements, the justification must include the names and addresses of the firms or individuals solicited for proposals. If only one proposal is received the following steps are required:

a. For A&E procurements, a Non-Competitive process must be justified and a Public Interest Finding must be documented and signed by the District Local Assistance Engineer.
b. For non-A&E procurements, a Non-Competitive process must be justified and a Public Interest Finding must be documented and retained in the Procurement file.

Appendices

- Section 2.35.020.023I of this manual
- Sole Source Approval Form (Appendix 1)
- Limited Competition Approval Form (Appendix 25)
- Cost/Effectiveness/Public Interest Finding (Appendix 37)
- Limited Procurement Response (Appendix 36)

2.35.020.019B - ADVERTISING OF SOLICITATIONS/DISTRIBUTION OF ADVERTISED SOLICITATION DOCUMENTS

A. All RFPs, RFQs, and IFBs (collectively "solicitations") will be advertised, at a minimum, as set forth elsewhere in this manual depending on the type and amount of the procurement. If the complexity or the specialized nature of the procurement warrants additional advertising, the Chief Fiscal Officer should be consulted. All solicitations in excess of the applicable small purchase threshold, which are not sole source or limited competition procurements, will be advertised on SRTA's webpage.

B. A notice of solicitation will be sent to all firms identified as interested in the type of project being advertised. If no clear category for the type of project is maintained, then the Project Manager should use their best judgment in selecting multiple categories to ensure an adequate response to the solicitation.

C. The preferred publication for the advertisement of construction and A&E procurements is the County Trade Journal. Additional publications, in a newspaper of general circulation and at least one DBE/small business directed, or trade newspaper published in the county, is required for competitive procurements over $100,000.

D. All of SRTA's solicitation documents for procurements in excess of the applicable small procurement threshold are made available on its website including a map, drawings, and other documents. At the time that the solicitation documents are posted, businesses that have requested notice of solicitations of the type being posted via registration on SRTA's website, as well as any other qualified business SRTA staff desires a proposal form, should be sent a solicitation notification.

E. When SRTA staff provides solicitation documents to someone not currently in SRTA's online vendor database, SRTA should request the proposer to register in SRTA's online vendor database.

F. For construction bids, SRTA staff will add the contractor to the bidder's list and request that the contractor registers in SRTA's online vendor database.

Appendices

- Solicitation Notification (Appendix 15)

2.35.020.019C - PROHIBITION AGAINST GEOGRAPHIC PREFERENCES IN FEDERALLY FUNDED PROCUREMENTS

A. SRTA will conduct procurements in a manner that prohibits the use of statutory or administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals if federal funds will be used, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt

state licensing laws; however, geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Appendices

- None

2.35.020.019D - WRITTEN PROCUREMENT SELECTION PROCEDURES

A. SRTA will have written selection procedures in its solicitations. All solicitations should:

1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description should not, in competitive procurements, contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and when necessary, should set forth those minimum characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used. SRTA will use a "brand name or equal" description only when it cannot provide an adequate specification or more detailed description, without performing an inspection and analysis, in time for the acquisition under consideration. Further, the use of "brand name or equal" must carefully identify its minimum needs and clearly set for those salient physical and functional characteristics of the brand name product in the solicitation.

2. Identify all requirements that bidders/offerors must fulfill and all other factors to be used in evaluating bids or proposals, including interview criteria.

3. If a multiple-award on-call procurement is utilized, the solicitation must identify the requirements and criteria that will be used to select a specific firm for a specific project or task order so that notice is provided to competing firms of SRTA's selection procedures.

Appendices

- None

2.35.020.019E - PREQUALIFICATION CRITERIA

A. SRTA does not typically use a prequalification process, except in the case of major projects that will exceed $5,000,000. SRTA will not, however, preclude potential bidders from qualifying during the solicitation period, which is from the issuance of the solicitation to its

closing date, unless a determination has been made based on sufficient evidence that the bidder is not responsible. For procurements in excess of $5,000,000 that will utilize a prequalification process, SRTA will take measures to confirm that its list of prequalified persons or firms that are used in acquiring goods and services are current and include enough qualified sources to ensure full and open competition. Firms subject to prequalification will be asked to submit documentation, including a completed Contractor's Statement of Experience and Financial Condition.

Appendices

- Contractor's Statement of Experience and Financial Condition (Appendix 4)

2.35.020.020 - BEST VALUE

A. SRTA may award a contract to a proposer who provides the greatest value. "Best Value" describes a competitive, procurement process in which SRTA reserves the right to select the most advantageous offer by evaluating and comparing factors in addition to cost or price such that it may acquire technical superiority even if it must pay a premium price. A "premium" is the difference between the price of the lowest-priced responsive proposal and the one that SRTA believes offers the best value. SRTA bases its determination of which proposal represents the best value on an analysis of the tradeoff of qualitative technical factors and price or cost factors. The documentation and analysis establishing best value should be documented in the RFP, if issued, for small procurements. The documentation includes the score sheets used to evaluate proposers on small procurements and establishes which proposer will provide the best value to SRTA for all procurements under the applicable small purchase threshold.

For procurements in excess of the small procurement threshold, the contract file should contain documentation in the evaluation factors within the solicitation and relevant score sheets, as well as the record of negotiation (RON) and other written records to establish the best value criteria, are met. SRTA will disclose those factors in its solicitation that will form the basis for the award. The evaluation factors for a specific procurement reflect the subject matter and the elements that are most important to SRTA. Those evaluation factors may include, but need not be limited to, technical design, technical approach, length of delivery schedules, quality of proposed personnel, past performance, and management plan.

Appendices

- Record of Negotiation (Appendix 27)

2.35.020.021 - PROCUREMENT REQUISITIONS

A. The procurement process formally begins with the preparation and submission of a procurement initiation packet to the Project Manager. The procurement requisition packet consists of the following forms:

1. Scope of work/statement of work (SOW).
2. ICE or Engineer's Estimate.
3. Project schedule.
4. Specification (if available).
5. RON (for task orders).
6. Sole Source or Limited Competition Justification form (if applicable).

B. The Project Manager will complete the procurement initiation form by providing the following information:

1. Entering the requestor name, department, project number, procurement value, date the service is needed, justification for procurement, and ICE value, description of services or goods, funding source, vendor information (if it will be a sole source or agreement with another government agency), and any other applicable information that is required on the procurement requisition.

C. The procurement will be assigned to the Project Manager who will be responsible for the following:

1. Completing a draft document such as a task order, amendment, memorandum of understanding (MOU), etc. per the request.
2. Determining if a DBE/UDBE contract goal needs to be set or re-evaluated and arranging for the goal setting documentation to be prepared internally or by a consultant.
3. Determining whether a pre-award is required and arranging for an auditor to carry out the audit.
4. Setting the estimated procurement schedule when a formal procurement method is used.

5. Reviewing any grants or agreements concerning the funding that will be used for the procurement and incorporating necessary provisions or referencing any pass-through obligations in the draft contract, task order, MOU, etc. so that document provisions can be tailored accordingly.

6. Sending the final formatted contract to the consultant/contractor for signature.

7. Once the signed contract is received, routing the signed document for final signature to the Executive Director.

8. Sending a copy of the executed contract to the consultant/contractor.

D. When a credit card is used, a sales receipt must be attached with the signature of the person taking possession of the goods attesting to such receipt.

E. The MOP form is intended to assist Project Managers in determining the rationale for the selection of procurement method and cost type of a solicitation.

Appendices

- Procurement Requisition Form (Appendix 2)
- Method of Procurement Selection Form (Appendix 10)
- Limited Competition Approval Form (Appendix 25)
- Sole Source Approval Form (Appendix 1)
- Independent Cost Estimate (ICE) Justification for Small Procurements (Appendix 23a)
- Independent Cost Estimate, Scope of Work, Summary, and Staffing Plan (Appendix 24)

2.35.020.022 - INDEPENDENT COST ESTIMATE (ICE)

A. In the FTA Circular 4220.1.F, it is specified that grantees should perform a cost or price analysis in connection with every procurement action including change orders, contract modifications, and sole source procurements.

1. The intent of the Circular 4220.1.F, with respect to cost and price analysis (which logically begins with an in-house cost estimate), is to capture every procurement, not just “major” procurements. The degree of the analysis and the degree of detail of the in-house cost estimate depending on the size and complexity of the procurement. An ICE or EE should be developed for every procurement and the estimate must be documented using the appropriate standardized SRTA form. A consultant not otherwise involved in the procurement, who has signed an appropriate conflict of interest forms including a Form 700 and does not have a conflict, may prepare and sign the ICE if SRTA staff member will be involved in negotiating the final price, level of effort, or other cost issues.

2. A cost analysis should be used when a price analysis will not provide sufficient information to determine the reasonableness of the contract cost. For example, when the offeror submits elements (such as labor hours, overhead, materials) of the estimated cost, (such as professional consulting and A&E contracts); when price competition is inadequate; when only a sole source is available, even if the procurement is a contract modification or; in the event of a change order. SRTA, however, need not obtain a cost analysis if it can justify price reasonableness of the proposed contract based on a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation.

    a. Establishing Indirect Cost Rates. For contracts other than A&E contracts, if the contractor or subcontractor does not have an approved government indirect cost rate agreement, the contract's dollar value should determine how that rate is verified.

    b. Contracts of $5 million or less. The audit recommendations of the contractor's certified public accountant or indirect cost information in the contractor's annual statement to their stockholders, shareholders, or owners or examples of acceptance of their rates by other governmental agencies within the last six months should be used.

    c. Contracts exceeding $5 million. If federal funding is being used, the Defense Contract Audit Agency, another federal cognizant audit agency, or an accounting firm approved by the federal government to perform audits for the federal government must verify the contractor's rates.

    d. Profit. Profit should be negotiated as a separate element of the cost for each contract or task order in which there has been no price competition and in all acquisitions in which SRTA performs or acquires a cost analysis. To establish a fair and reasonable profit, SRTA considers the complexity of the work to be performed, the risk undertaken by the contractor, the contractor's investment, the amount of subcontracting, the quality of the contractor's record of past performance, and industry profit rates in the surrounding geographical area for similar work.

3. If SRTA determines that competition was adequate, a price analysis (rather than a cost analysis) should be used to determine the reasonableness of the proposed contract price. SRTA may use an abbreviated price analysis for micro and small purchases in most cases. One method to record this price analysis is through the use of a preprinted form on which the Project Manager can annotate a finding of fair and reasonable pricing and check off the most common reasons why this would be so, such as catalog or market prices offered in substantial quantities to the general public, regulated prices (for example, for many utility purchases), or a comparison with recent prices for similar goods and services.

Appendices

- Procurement Requisition Form (Appendix 2)
- Independent Cost Estimate (ICE) Justification for Small Procurements (Appendix 23a)
- Independent Cost Estimate, Scope of Work, Summary, and Staffing Plan (Appendix 24)

2.35.020.023 - PROCUREMENT THRESHOLDS/METHODS OF PROCUREMENT

This section is composed of the following subsections:

Method of Procurement	**Thresholds for Funding Provided Through a State Agency (PCC)**	**Thresholds for Funding Provided Directly from a Federal Agency (2CFR 200) Including Indirect Funds**
SERVICES:		
Micro-purchase	N/A	$3,500 or less
Small purchase: Services other than A&E	Less than $5,000	$3,500-$250,000
Competitive Proposal: Services other than A&E	$5,000 and above	$250,000 and above
A&E Services		
Simplified Acquisition Procedure for A&E	N/A	$250,000 or less
Procurement of A&E Services (RFQ)	Any dollar amount	$250,000 and above
EQUIPMENT/SUPPLIES AND CONSTRUCTION		
Small Purchases	Less than $25,000	$5,001 to $250,000
Small Purchase for Construction	N/A	$250,000 or less
Sealed Bids/IFB: Equipment, Supplies and Construction	$25,000 and above	$250,000 and above

023A Procurement by Micro-purchase for Services and Equipment Supplies ($3,500 or less)

023B Procurement by Small Purchase Procedure for Equipment & Supplies (less than $25,000)

023C Procurement by Small Purchase Procedure for Services Other Than A&E (Less than $3,500)

023D Procurement by Small Purchase Procedure for Construction (less than $25,000)

023E Procurement by Sealed Bids/IFB for Equipment, Supplies and Construction ($25,000 and above)
023F Procurement by Competitive Proposal for Services Other Than A&E ($5,000 and above)
023G Procurement of A&E Services by Simplified Acquisition Procedure ($250,000 or less)
023H Procurement of A&E Services (Any dollar amount)
023I Audit Requirements for A&E Services
023J Procurement by Non-Competitive Proposals (Sole Source) With Caltrans or Federal Funds
023K Procurement by Non-Competitive Proposals (Sole Source) Without Caltrans or Federal Funds
023L Procurement by Limited Competition
023M Options
023N Contracts with Other Government Entities
023O Use of On-Call Multiple Award Procurements

2.35.020.023A - PROCUREMENT BY MICRO-PURCHASE FOR SERVICES AND EQUIPMENT/SUPPLIES ($3,500 OR LESS) Including Indirect Funds – Only appropriate for procurements using direct federal payments to SRTA.

A. If the procurement has participating federal funds sub vented directly to SRTA, is $3,500 or less and does not require the use of sophisticated or unique contract terms and conditions due to the low risk of what is being procured, a micro-purchase may be used. Purchases within the micro-purchase threshold may be made without obtaining competitive quotes, although staff must still document the determination that the price is fair and reasonable using a Micro-purchase Justification form prior to purchase or order. If such a determination cannot be made, staff should seek at least three bids, which may be written or oral, to compare prices and terms. There should be equitable distribution among qualified suppliers.

Micro-purchases are exempt from Buy America requirements, but not from the state, federal or SRTA requirements.

Splitting of procurements to avoid competition or to be within the Micro-purchase threshold is not permitted. The Chief Fiscal Officer shall review micro-purchases annually to plan additional procurement options to provide for greater competition resulting in more efficient and economic purchases.

Appendices

- Procurement Requisition Form (Appendix 2)
- Micro-purchase Justification Form (Appendix 35)

2.35.020.023B - PROCUREMENT BY SMALL PURCHASE PROCEDURES FOR EQUIPMENT AND SUPPLIES (Less than $25,000)

A. Small purchase procedures are those relatively simple and informal procurement methods for securing equipment, supplies, or other property, which do not cost more than SRTA's simplified acquisition threshold of $25,000. If small purchase procedures are used, price or rate quotations should be obtained from an adequate number of qualified sources, with three sources being the minimum number of quotes staff must attempt to obtain. Prior to requesting bids, the Project Manager will prepare an ICE and the Method of Procurement Selection Form.

1. Staff should attempt to obtain written bids or document oral bids from at least three suppliers in a manner that permits prices and other terms to be compared. This should be accomplished by sending a fax or email request to an adequate number of firms using any combination of SRTA's bid list, California Unified Certification Program, Caltrans DBE list, or known sources or sources generated from published documents. Staff should recommend the supplier that is determined to be the low responsive and responsible bidder meeting the terms, conditions, and specifications of the solicitation, taking into account the possible range of competing for product and materials available, fitness of purpose, manufacturer's warranty, and other similar factors in addition to the price. Documentation of which vendors were sent quote requests, the responses received, and the low bidder selected should be documented by the Project Manager using the recommendation memo template.

2. Approved Equal Clause: In order to establish a basis of quality, functionality, and/or performance, certain materials, equipment, or kinds of materials may be specified, either by description of functionality and/or performance or by designating a manufacturer by name and referring to his brand of product designation, make, model, or part number or by specifying a kind of material. The solicitation should not exclude other processes, equipment or materials of equal functionality and/or performance, utility, or merit, which may be approved by SRTA upon request. Requests for approved equal, clarification of the solicitation specifications, and complaints on specifications must be received by SRTA, in writing, by the time specified in the solicitation. Any request for an approved equal or protest of the specifications must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement.

Appendices

- Procurement Requisition Form (Appendix 2)
- Method of Procurement Selection Form (Appendix 10)
- Independent Cost Estimate (ICE) Justification for Small Procurements (Appendix 23a)
- Recommendation for Selection of a Contractor Memo Template (Appendix 6)

2.35.020.023C - PROCUREMENT BY SMALL PURCHASE PROCEDURE FOR SERVICES OTHER THAN ARCHITECTURAL & ENGINEERING (Less than $5,000)

A. Prior approval of the use of this procurement procedure and the evaluation criteria should be obtained from the applicable management staff. The Project Manager also should concur with the use of this procurement method and fill out a Method of Procurement Selection Form to document the appropriateness of this procurement method. An informal competitive process may be followed with price or rate quotations obtained from an adequate number of qualified sources to ensure that SRTA is obtaining a fair and reasonable price and that the recommended consultant will provide the best value to SRTA if a best value analysis is utilized. Generally, quotes/proposals must be sought from at least three qualified consultants to meet this requirement. The competitive process should be documented by the Project Manager in the Recommendation template, the RON, or some other written record. In obtaining price or rate quotations, a SOW and evaluation criteria that include cost as a factor should be developed and supplied to all bidders/offerors.

1. Determination of which proposal will provide the best value to SRTA when the informal solicitation includes options that may be awarded must include the options in the evaluation and selection process. If the optional work is not used to determine the best value proposal, such options, if exercised, will need to be justified as a sole source.

2. All procurements should have a documented RON that establishes that the Project Manager made the effort to obtain the best price for SRTA for the goods or services with quality, level of effort, cost, and other relevant factors taken into consideration. The staff member that takes the lead during negotiations is responsible for signing off on the RON whether it is a Project Manager or other staff person.

Appendices

- Procurement Requisition Form (Appendix 2)
- Method of Procurement Selection Form (Appendix 10)
- Record of Negotiation (Appendix 27)
- Recommendation for the Selection of a Contractor Memo Template (Appendix 6)

2.35.020.023D - PROCUREMENT BY SMALL PURCHASE PROCEDURE FOR CONSTRUCTION - ($250,000 or less) Only appropriate for procurements using direct federal payments to SRTA.

A. After a Method of Procurement Selection Form and ICE are prepared, written Invitation for Bid (IFB) notices for small construction projects should be sent to at least three qualified bidders by mail, email or facsimile on the same date or a formal IFB may be issued pursuant to Section 2.35.020.023E. The bid period must be a minimum of three calendar days for a small purchase IFB. When possible, the IFB should be sent to at least two certified DBE firms. The IFB must contain the time and location for receiving and opening bids. The contract will

be awarded to the lowest priced, responsive, and responsible bidder after a notice of intent to award has been issued to all bidders and the protest period has expired.

1. Construction on minor public works projects will require the following additional information to request a quote:

    a. Procurement requisition with supporting documentation (budget estimate or engineer's estimate which serves as the ICE).

    b. Complete specifications, drawings, and maps if applicable.

    c. Date work needs to be completed, period of performance, timeline.

    d. Schedule for job walk or site visit to determine work to be done if complete specifications and drawings are not provided.

    e. Required permits, certificates, licenses.

    f. Required bonds, insurance.

    g. List of crafts, classification or type of worker needed to execute the contract for the determination of prevailing wage rates by the building contractor.

2. Protest Procedures: The IFB should include protest procedures in accordance with SECTION 2.35.020.014- WRITTEN PROCUREMENT PROTEST PROCEDURES.

3. Bonds: For projects which do not exceed $50,000 a bid bond may be required at the discretion of the Director of Mobility Management and Project Implementation (MMPI). Additionally, a warranty for the work and maintenance bond may be requested depending upon the complexity of the project.

    a. Bid Bond. If this type of bond is required, the bond must be payable to SRTA for ten (10) percent of the total bid price. The bid bond must be submitted with the bid. The bid bond of the successful bidder will be retained and in effect until the contract has been awarded.

    b. Warranty of the Work and Maintenance Bond. If this type of bond is required, the contractor will warrant to SRTA, the architect, and/or engineer that all materials and equipment furnished under the contract will be of the highest quality and new unless otherwise specified by SRTA, free from faults and defects, and in conformance with the contract documents. All materials and equipment not so conforming to these standards shall be considered defective. If required by SRTA's designated representative, the contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The work furnished must be of first quality, and the workmanship must be the best obtainable in the various trades. The

work must be of safe, substantial, and durable construction in all respects. The contractor must warrant the work against defective materials or faulty workmanship for a minimum period of one (1) year after final payment by SRTA and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the warranty at no cost to SRTA or reimburse SRTA upon demand, for its expenses incurred in restoring said work to the condition contemplated, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs.

4. Prevailing Wages: Prevailing wage requirements are applicable since the Davis-Bacon Act applies to construction contracts over $2,000 and California Labor Code Section 1720 applies to construction contracts over $1,000. In the event there is a difference between the wages for construction contracts over $2,000, the higher wage shall prevail. Prevailing wage weekly certified payrolls pursuant to Labor Code Section 1776 shall be submitted to SRTA and uploaded to the California DIR website no later than the final invoice. If the work is conducted over a period of time exceeding 90 days, certified payrolls must be submitted, at a minimum, with each payment application (invoice). No payment will be made without receipt of the required certified payrolls. The only exception to this procedure is when a special wage determination has been issued from the State of California Department of Industrial Relations (DIR).

5. Contractor's License Classification and Registration with DIR: California state law requires that a licensed contractor perform the work on any public works contract over $500 (labor plus materials). The contractor shall possess a valid California contractor's license in the appropriate classification and the firm must be registered with the DIR for public works exceeding $1,000. The solicitation may specify which license SRTA requires the contractor to hold in order to award a contract for the performance of the SOW.

Resource(s)

- Method of Procurement Selection Form (Appendix 10)

2.35.020.023E - PROCUREMENT BY SEALED BIDS/IFB FOR EQUIPMENT, SUPPLIES AND CONSTRUCTION ($25,000 and above)

A. Under this procedure, bids are publicly solicited, and a firm-fixed-price contract (lump sum or cost per unit of work with a not-to-exceed amount) is awarded to the responsive and responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. A Method of Procurement Selection Form, Request for Major Construction Procurement Checklist, and ICE/EE must be prepared before an IFB is issued. Board consent in a public meeting may also be required if the procurement is of the type and amount the Board has directed that staff bring it for pre-procurement and/or pre-contracting approval.

1. Guidelines for IFBs:

    a. The IFB includes the complete assembly of related documents (whether attached or incorporated by reference) furnished to prospective bidders for the purpose of bidding.

    b. IFBs must be based on a clear and accurate description of the technical requirements for the material, product, or service to be procured. The description should not contain, in competitive procurements, features that unduly restrict full and open competition. The "brand name or equal" description may be used to define the performance or other necessary requirements of a procurement. When so used, the specific features of the brand name product that must be met by bidders must be clearly identified. Brand names that are known to meet the "or equal" requirements should be listed.

    c. IFBs should be publicized through distribution to prospective bidders, posting on SRTA website, posting in public places, advertising in newspapers, and such other means as may be appropriate in sufficient time to enable bidders to prepare and submit their best bids before the time set for the public opening of bids.

    d. If the procurement is successful, the contract will be awarded to the responsive and responsible bidder submitting the lowest bid determined on the basis of the specifications set forth in the IFBs.

    e. The IFBs, including specifications and attachments, should permit full and open competition consistent with the requirement for the property or services to be procured. The requirement should represent SRTA's minimum needs and be sufficiently described to promote full and open competition.

    f. All bids should be opened publicly at the time and place stated in the IFB.

2. In order for sealed bidding to be feasible, the following conditions should be present:

    a. A complete, adequate, and realistic specification or purchase description is available;

    b. Two or more responsible bidders are willing and able to compete effectively for the business;

    c. The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally on the basis of price; and

    d. There is no price negotiation with bidders before sending out the notice of intent to award.

3. If the sealed bid procurement method is used, the following requirements apply:

    a. The IFB will be publicly advertised, and bids should be solicited from an adequate number of known suppliers or contractors, providing them sufficient time to prepare bids prior to the date set for opening the bids;

    b. The IFB, which will include any specifications and pertinent attachments, should define the items or services sought in order for the bidder to properly respond;

    c. All bids will be publicly opened at the time and place described in the IFB;

    d. Bid amounts will be included in the bid opening documentation;

    e. A firm-fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. For the procurement of tangible items, when specified in bidding documents, factors such as discounts, transportation costs, and life-cycle costs may be considered in determining which bid is lowest; payment discounts will only be used to determine the low bid when industry practice for the type of project involved indicates that such discounts are usually taken advantage of; and

    f. Any or all bids may be rejected if there is a sound documented reason.

4. For purchases of equipment or supplies that are better suited for an RFP or purchase on the open market instead of an IFB, approval may be sought from the Project Manager to utilize a different procurement process based on the documentation in the Method of Procurement Selection Form. An alternate procurement process to the IFB may be in SRTA's best interest in the following example situations:

    a. The purchase may be made at a lower price on the open market.

    b. Competitive bidding is an inadequate method of procurement because it is necessary to purchase prototype equipment or modifications in order to conduct and evaluate operational testing.

    c. The article(s) to be procured is undergoing rapid technological changes, and it is in the public's interest to issue an RFP so that the broadest possible range of competing product and materials available, fitness of purpose, manufacturer's warranty, and other similar factors in addition to price can be taken into consideration.

5. If staff seeks authorization to utilize an alternate procurement process, documentation setting forth the reasons a deviation from the typical competitive bidding process is warranted, and technical evaluation of the articles, prices, and suppliers should be placed in the contract folder.

6. Payment Method

Contracts awarded as a result of IFBs should be fixed price. Escalation may be appropriate where unusual risks for labor or material are present and some flexibility is necessary and feasible. When escalation is necessary, an escalation ceiling must be established and must be the same for all bidders. Payment for unbid items, including items in change orders will not call for payment to the contractor on the basis of cost, plus a fixed percentage of the cost. Markup amounts must be negotiated and determined reasonable on each item added to a low bid procurement.

7. Solicitation of Bids

a. Preparation of IFBs. For supply and construction contracts, IFBs should contain the following information if applicable to the procurement involved:

i. Invitation number.

ii. Name and address of Project Manager.

iii. Date of issuance.

iv. Date, hour, and place of bid opening (prevailing local time should be used).

v. Number of pages and numbered pages.

vi. A description of supplies or services to be furnished under each item in sufficient detail to promote full and open competition.

vii. The time of delivery or performance requirements.

viii. Statement of whether the submission of electronic bids will be permitted.

ix. The IFB should set forth full, accurate, and complete information, including attachments.

x. Bid guarantee, performance, and payment bond requirements.

xi. A requirement that all bidders must allow an acceptance period of not less than a specified number of calendar days and that bids offering less than the minimum stipulated acceptance period will be rejected.

xii. Special experience and/or technical qualifications due to the complexity of the equipment being procured, or for some other special reason.

xiii. Any authorized special provisions relating to such matters as progress payments, patents, liquidated damages, etc.

xiv. Any additional contract provisions or conditions required by the state, local, or other jurisdictions.

xv. All factors to be considered in the evaluation of bids that weigh on price, such as shipping costs. It is essential that the IFB inform vendors of those factors that will be evaluated and exactly how each factor will be evaluated. Bidders must know these factors to properly construct their bid prices. It is imperative that this process is followed to assure that any perception of arbitrary application of the price factors by buyers is eliminated.

xvi. Directions for obtaining copies of any documents that have been incorporated by reference. All documents incorporated in the IFB by reference must be readily available to all potential bidders.

xvii. A bid price form should be included that is tailored such that it breaks down all of the appropriate cost elements and options such that SRTA staff can determine the low bidder and the responsiveness of the bids.

b. Bidding Time. Consistent with the need for obtaining the supplies or services, all IFBs should allow sufficient bidding time (i.e., the period of time between the date of distribution of an IFB and the date set for opening the bids) to permit prospective bidders to prepare and submit bids. Generally, bidding time should not be less than 21 calendar days when procuring standard commercial articles and services. It should not be less than 30 calendar days when procuring other than standard commercial articles or services. The exception is when the urgency of the need does not permit such delay.

c. Place and Method of Delivery of Supplies. IFBs specifying f.o.b. origin should state that bids will be evaluated on the basis of the bid price plus transportation cost to the buyer from point of origin to one or more designated destinations.

d. Bid Sample. For the procurement of tangible items, a “bid sample” may be required by the IFB document to assist the buyer in determining whether the bid is an offer to perform exactly as required in the invitation. Such samples, however, may be used solely for the purpose of determining responsiveness and should not be used to determine the bidder’s ability to produce the required items. Bidders should not be required to furnish samples unless there are certain characteristics of the product that cannot be described adequately in the specification or purchase description, thus necessitating inspection of a sample to assure procurement of an acceptable product. Submission of bid samples should be discouraged unless they are absolutely necessary.

e. Descriptive Literature for the Procurement of Tangible Items

i. Definition. The term “Descriptive literature” means information, such as cuts, illustrations, drawings, and brochures, which describe or show the characteristics or construction of a product or explain its operation. The term includes only the information required to determine the acceptability of the product. It excludes other information such as that furnished in connection with the qualifications of a bidder or for use in operating or maintaining equipment;

ii. Use. Bidders should not be required to furnish descriptive literature as a part of their bids unless the Project Manager determines that such literature is needed to determine whether the product(s) offered to meet the specification requirements of the IFB or establish exactly what the bidder proposes to furnish.

f. Final Review of IFBs. SRTA Project Manager shall review each IFB allowing adequate review time as necessary to correct any discrepancies or ambiguities that could limit competition unnecessarily.

g. Contacting Prospective Bidders. Notice of release of the IFBs should be sent via email or otherwise delivered to the maximum number of prospective bidders to promote and ensure maximum full and open competition. Unnecessary restrictions on competition should be avoided. From the time the solicitation is being prepared to the time of contract award, only the Project Manager should have contact with potential or actual proposers in order to reduce the likelihood of an unfair advantage in the competitive process.

h. Pre-bid Conference. A pre-bid conference may be used as a means of briefing prospective bidders and explaining to them complicated specifications and requirements, including U/DBE information, goals, and documentation as early as possible after the invitation has been issued and before the bids are opened or proposals are due. The pre-bid conference should not be used as a substitute for amending a defective or ambiguous IFB or RFP. If a modification is proposed as a result of the pre-bid conference, such modifications should be made through a formal addendum and not through the pre-bid notes. A DBE interest list or non-inclusive DBE list of firms is made available with the IFB documents on SRTA website to assist contractors and subcontractors in locating each other to potentially partner on the project and may be provided again at the pre-bid conference as needed.

i. Advertising. All IFBs should be advertised in a manner that promotes participation in the bidding by all qualified and capable firms. If there is a U/DBE goal, the goal amount should be advertised. Advertising only in the immediate local news media may not be adequate for large projects needing contractors of a type that are not common locally.

j. Records of IFBs and Records of Bids. The Project Manager should retain a record of every IFB he/she issues and a copy of each abstract or record of bids. Project Manager

should review this record during each subsequent procurement action for the same and, when appropriate, similar items. This should ensure that the information in the file is utilized with the new procurement. The IFB file should show the date of the IFB and the original distribution source list.

k. Amendment of IFBs. If after issuance of IFBs, but before the time set for bid opening it becomes necessary to make changes or corrections in quantities, specifications, delivery schedules, opening dates, etc., or to correct a defective or ambiguous invitation, the changes will be accomplished by issuance of an addendum to the IFB at least 72 hours before the bid is due. Distribution of the addendum will be made to each concern to whom the invitation for bids has been furnished and/or placed on SRTA's website. Before amending an IFB, the period of time remaining to bid opening and the possible need to extend this period should be considered and, if necessary, confirmed in the addendum. Any information given to a prospective bidder concerning an IFB should be furnished promptly to all other prospective bidders as an addendum to the IFB. No award should be made unless the addendum has been issued in sufficient time to permit all prospective bidders to consider the information in submitting or modifying their bids. In this regard, changes to DBE goals or requirements that may require additional time for bidders to conduct a good faith effort to locate DBE firms will be considered in determining whether an extension of the deadline is needed.

l. Responsiveness of Bids. To be considered for the award, a bid should comply in all material aspects with the IFB. Bidders must use SRTA bid forms in order to be in material compliance with the IFB requirements. This applies to both the method and timeliness of submission and the substance of any resulting contract. It is imperative that all bidders be afforded an equal opportunity so that the integrity of the bidding system is maintained. Bids should be completed, executed, and submitted in accordance with the instructions contained in the IFB.

m. Time of Bid Submission. Bids should be submitted so as to be received in the office designated in the IFB not later than the exact time set for opening of bids. Late bids must be rejected.

n. Modification or Withdrawal of Bids. Bids may be modified or withdrawn by written notice. The notice must be received in the office designated in the IFB not later than the exact time set for bid opening. A bid may be withdrawn, in person, by a bidder or his authorized representative provided:

    i. his/her identity is made known;

    ii. he/she signs a receipt for the bid; and

    iii. the withdrawal is prior to the exact time set for bid opening.

o. Late Modifications and Withdrawals. Modifications and requests for withdrawal of bids that are received after the exact time set for bid opening are considered "late modifications" and "late withdrawals," respectively. A late modification will not be considered.

8. Opening of Bids and Award of Contracts

The official designated as the bid opening officer should decide when the time set for bid opening has arrived and so declare to those present. All bids received prior to the time set for opening should be publicly opened, read aloud to the persons present, and be recorded. The name of the bidder and the total amount of each bid should be read and documented in the IFB file. Bidders may obtain copies of the bid documents that must be disclosed pursuant to the California Public Records Act at any time after the bid amounts are publicly read and recorded.

The original copy of each bid should be carefully safeguarded, particularly until an abstract of the bids has been made and its accuracy verified. SRTA may allow for electronic bidding of IFBs. If electronic bidding is allowed, the electronic process will record all data, and the results will be immediately available on the SRTA website for the public to view.

9. Recording of Bids

All hard copy bids must be time and date stamped upon their receipt. A time-and-date stamp should be kept at the desks of the receptionists and administrative staff handling mail, and these staff members should be instructed to place a time-and-date stamp on all proposals/bids. To comply with FTA Circular 4220.1F, all bids received against an IFB will be documented using a bid summary form. The invitation number bid opening date, general description of the procurement item, names of bidders, prices bid, and any other information required for bid evaluation should be entered into the bid summary. When the items are too numerous to warrant the complete recording of all bids, an entry should be made of the invitation number, opening date, general description of the procurement items, and the total price bid where definite quantities are involved. The bid summary should be completed as soon as practicable after the bids have been opened and read. The Project Manager serving as the bid opening officer will certify the accuracy of the information. If the IFB is canceled before the time set for bid opening, the cancellation should be recorded, together with a statement of the number of organizations invited to bid and the number of bids received.

10. Review of Bids

Review of bids for responsiveness and bidders for responsibility should be conducted by technically qualified staff and/or consultants without financial or organizational conflicts of interest. Consultants or non-employees that assist staff in evaluating and

reviewing bids must fill out a declaration concerning conflicts prior to reviewing bids. No oral discussion or written communication should be conducted with bidders except to obtain clarification regarding the bid contents or provide information regarding protests or delays.

11. Cancellation of Invitation After Opening

Preservation of the integrity of the competitive bid system dictates that, after bids have been opened, the award must be made to that responsible bidder who submitted the lowest-priced, responsive bid unless there is a compelling reason to reject all bids and cancel the invitation. An IFB should probably be canceled if one of the following occurs (this is not an exhaustive list):

a. all bids contained unreasonable prices;

b. there is evidence of collusion or bad faith; or

c. the competition was not adequate to ensure a reasonable price.

The solicitation documents will be corrected, when necessary, before the procedure for re-solicitation may be followed.

12. Rejection of Individual Bids

Any bid that fails to conform to the essential requirements of the IFB, such as specifications, delivery schedule, or any alternatives to these or other requirements specifically provided for in the IFB should be rejected as nonresponsive. Ordinarily, a bid will be rejected when a bidder imposes conditions that would modify requirements of the IFB or limit its liability to the buyer in a way that gives the bidder an advantage over other bidders. Minor deviations may be waived. A minor deviation is an error that does not go to the substance of a bid. A condition goes to the substance of a bid when it affects the price, quantity, quality, or delivery of the items offered. Waivers of minor deviations should be consistently applied to avoid allegations of favoritism. Any bid may be rejected if SRTA determines that it is unreasonable as to price, and the determination is supported by review and analysis of the action. If a bid guarantee is required and the bidder fails to furnish the guarantee in accordance with the requirements of the IFB, the bid must be rejected.

13. Notice to Bidders of Rejection of All Bids

When it is determined to reject all bids, the Project Manager should notify each bidder in writing that all bids have been rejected, stating the reason(s) for such action if appropriate.

14. Award

Unless all bids are rejected, the award should be made by written notice within the time specified for acceptance in the bid or extension thereof. The award should be made to that responsible bidder whose bid, conforming to the IFB, will be most advantageous to SRTA, price and other factors considered. Determination of the lowest bidder must include the bid amount that includes all options that may be awarded. If the option bid amounts are not used to determine the low bidder, such options, if exercised, will need to be justified as a sole source. The award should not be made until the protest period has ended and all required SRTA approvals have been obtained. All unsuccessful bidders should be sent a notice of intent to award as soon as possible in order to start the clock running on the protest period.

15. Responsible Bidder-Reasonableness of Price

Before awarding the contract, Project Manager, with the assistance of technical staff or consultants, should determine that prospective contractor is responsible and that the prices offered are reasonable. These determinations should be made in light of all prevailing circumstances.

16. Discounts

Prior to issuing an IFB (except one for construction), a determination should be made to establish the minimum period for prompt payment discounts to be considered in the evaluation. The minimum period should be stated in the IFB.

17. Delay of Award

If, after bid opening, administrative problems threaten to delay award beyond the bidder's acceptance period, bidders should be requested to extend the bid acceptance period. This request must be made and confirmed in writing prior to the expiration of their bids (with the consent of sureties, if any) to avoid the need for re-advertisement.

18. Information to Bidders

When the award is made to other than the apparent low bidder, the Project Manager should promptly notify the unsuccessful lower bidders. The notification should state the reason for rejection of their bid. In addition, notification that an award has been made to another firm should be given immediately to all unsuccessful bidders.

19. Technical Evaluation Memorandum

A recommendation memo should be prepared for each IFB procurement. The recommendation memo should include a certifying statement confirming that the low

bidder is acceptable with respect to the technical specifications of the IFB. It should be prepared by the Project Manager in cooperation with the Chief Fiscal Officer to ensure that the apparent low bidder is technically responsive. The memorandum should be supported by documentation and placed in the contract file. Any non-SRTA employee involved in evaluating bidders or bids will be given SRTA Evaluator Guidelines and fill out a Declaration Concerning Conflicts for Evaluators.

20. Protests

    Protest procedures shall be included in the IFB.

Appendices

- Procurement Requisition Form (Appendix 2)
- Standard of Conduct Policy (Appendix 3)
- Method of Procurement Selection Form (Appendix 10)
- Responsive Bidder/Proposer Checklist for RFP/RFQ (Appendix 11)
- Bid Summary (Appendix 12)
- Evaluator (Consultant/Contractor Evaluation Committee) Guidelines (Appendix 7)
- Declaration Concerning Conflicts for Evaluators (Appendix 8)
- Notice of Intent to Award (Appendix 16)
- Recommendation for the Selection of a Contractor Memo Template (Appendix 6)
- Post-Award Notice to Unsuccessful Proposers (Appendix 21)
- Major Construction Procurement (MCP) Checklist (Appendix 38)

2.35.020.023F – PROCUREMENT BY COMPETITIVE PROPOSAL FOR SERVICES OTHER THAN ARCHITECTURAL AND ENGINEERING ($5,000 and above)

A. When the project or operating budget or ICE determines that the value of the services to be procured exceeds $5,000 and the Method of Procurement Selection (MOPS) Form indicates this method is appropriate, the RFP method should be used. This competitive proposal method of procurement is normally conducted with more than one source submitting an offer (i.e., proposal). Either a fixed price or cost-reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids. If this procurement method is used the following requirements apply:

   1. RFPs will be publicized. All evaluation factors will be identified along with their relative importance.

   2. Proposals should be solicited from an adequate number of qualified sources.

   3. The RFP will define the method for conducting technical evaluations of the proposals received and for selecting awardees.

4. Awards will be made to the responsible firm whose proposal is most advantageous to SRTA with the price and other factors considered, which is sometimes referred to as best value, as reflected in the scoring criteria.

5. The RFP solicitation is publicized, and proposals are requested from a number of sources. Negotiations may be conducted with one or more of the sources submitting offers and a fixed-price or cost-reimbursement type (that identifies specific rates of compensation) of the contract is awarded, as appropriate. When the RFP is used, the following procedures apply:

    a. A technical and a cost proposal should be solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement. The RFP should be publicized, and requests for the solicitation by other potential sources as a result of the advertisement should be honored to the maximum extent practicable. The objective is to promote full and open competition.

    b. Care should be exercised to avoid providing any information to an offeror which would give them a competitive advantage. From the time the solicitation is being prepared to the time of contract negotiations, only the Executive Director, or designee, should have contact with potential or actual proposers in order to reduce the likelihood of an unfair advantage in the competitive process. All questions should be answered in writing only.

    c. The RFP should disclose a ceiling price or budget range.

    d. The RFP should identify all significant evaluation factors (criteria) and corresponding point value for each evaluating factor. If a two-step RFP procurement method is used, SRTA will identify a short-listed group of proposers within the competitive range for the highest-scoring offerors in the first step based on proposal evaluating factors that include a price. Then, the short-listed group of proposers will be invited to participate in the second step of the competitive process. More details on the two-step process can be found below. A one-step RFP is used when obtaining a qualified consultant at the lowest price is the primary objective. In order to successfully perform the work, the consultant does not need to be the most qualified competitor. Such an RFP is used when the services are routine. A two-step RFP is used when obtaining the most qualified consultant is the primary objective. Price is a significant factor in the selection, but obtaining the lowest price is not the primary objective. Such an RFP is used when the services requested are not routine and are complex or highly specialized. SRTA may elect to negotiate with the highest-scoring short-listed offeror based on proposal evaluating factors alone, including price, and forgo interviews if SRTA has sufficient information to determine that the offeror provides the best value to SRTA and the interview process is unnecessary.

e. Determination of which proposal will provide the best value to SRTA when the solicitation includes options that may be awarded must show documented inclusion of the options in the evaluation and selection process. If the optional work is not used to determine the best value proposal, such options, if exercised, will need to be justified as a sole source.

f. SRTA may elect to conduct interviews with all responsible offerors who submit proposals within a competitive range, with price and other factors considered.

g. Upon selection of the most qualified offeror, SRTA may elect to conduct negotiations with one or more offerors in the competitive range. During the negotiation process, the offeror(s) will be given reasonable opportunity (with a common cutoff date) to support, clarify, correct, improve, or revise its/their proposal(s).

h. Unsuccessful offerors should be notified at the earliest practicable time that their offer is no longer being considered for award. Upon written request, unsuccessful offerors should be informed (in general terms only) of the reasons for not being awarded a contract, but this should not be done until after the contract has been executed with the awarded consultant in order to preserve the competitive process. After award of a contract, a debrief for the unsuccessful offerors may occur. Before, during, and after contract award, staff should take care to avoid disclosing offerors' proprietary data if it is labeled as such.

i. The award should be made to the responsible offeror whose proposal will be most advantageous to SRTA, considering price, technical, and other factors ("other factors" means factors other than price-related factors such as quality of the proposal, experience, etc.).

6. Solicitation of Proposal

a. Knowledge of the product or service and its use is essential to sound pricing. The Project Manager should develop an ICE of the proper price level or value of the product or service to be purchased. For goods, such estimates may be based on a physical inspection of the product and review of such items as drawings, specifications, and prior procurement data.

b. Selection of qualified sources for solicitation of proposals is basic to sound prices. Proposals should be invited from a sufficient number of competent sources to ensure adequate competition.

c. Failure to determine requirements in sufficient time to allow a reasonable period for preparation of RFP, preparation of quotations, contract negotiation and preparation, and adequate lead time for performance may cause delays in deliveries and increased prices. Requirements issued on an urgent basis or with

unrealistic delivery schedules should be avoided since they generally increase prices or restrict desired competition.

d. The RFP should contain sufficient information to enable a prospective offeror to properly prepare a proposal. The RFP should be as complete as possible with respect to:

   i. item description and/or SOW;

   ii. specifications;

   iii. buyer furnished property, if any;

   iv. required delivery schedule;

   v. general provisions;

   vi. special provisions;

   vii. cost and pricing data requirements;

   viii. contract clauses (standard or special);

   ix. experience and technical experience;

   x. project organization and key personnel;

   xi. duration of the agreement;

   xii. payment method (selection of which is documented in a Contract Payment Type Selection Form);

   xiii. project schedule; and

   xiv. any U/DBE requirements.

e. RFPs should specify a date and time for submission of proposals. Any extension of time should be granted uniformly to all prospective offerors. Each RFP should be available to all prospective offerors at the same time, and no offeror should be given the advantage of advance knowledge regarding SOW details or evaluation factors that could affect the competitive process.

7. Addenda to the RFP

If after issuance of the RFP, but before the time set for the proposal deadline, it becomes necessary to make changes or corrections in quantities, specifications, delivery

schedules, opening dates, etc., or to correct a defective or ambiguous language, the changes will be accomplished by issuance of an addendum at least 72 hours before proposals are due. Distribution of the addenda will be via SRTA's website and sent to original RFP recipients. Before amending an RFP, the period of time remaining until the proposal deadline and the possible need to extend this period should be considered and, if necessary, confirmed in the addendum. Any information given to one proposer should be furnished promptly to all other prospective proposers as an addendum. No award should be made unless the addendum has been issued in sufficient time to permit all prospective sufficient time to submit or modify their proposals. In this regard, changes to DBE goals or requirements that may require additional time for proposers to conduct a good faith effort to locate DBE firms will be considered in determining whether an extension of the deadline is needed.

8. Pre-Proposal Meeting

A pre-proposal meeting may be used as a means of briefing prospective offerors and explaining to them complicated specifications and requirements, including U/DBE information, goals, and documentation as early as possible after the solicitation has been issued and before the proposals are due. The pre-proposal meeting should not be used as a substitute for amending a defective or ambiguous solicitation. After a pre-proposal meeting is held, question-and-answer notes should be taken and posted on the website. If a modification is proposed as a result of the pre-proposal meeting, such modifications should be made through a formal addendum and not through the question-and-answer notes. A list of interested small and U/DBE firms should be prepared and posted within three days after the pre-proposal meeting on SRTA website to assist contractors and subcontractors in locating each other to potentially partner on the project.

9. Evaluation Committee

Evaluation of proposals should be conducted by one or more committees of technically qualified personnel concerned with the procurement and should include at least one non-SRTA staff member. All non-staff members must receive the evaluation committee guidelines and complete a declaration concerning conflicts of Interest before taking part in the evaluation. Selection of evaluation committee members should be approved by the Executive Director. Evaluation Committee members will evaluate and provide their individual ratings of the technical component of the proposals. The Project Manager will analyze the cost proposals and provide the analyses to the Evaluation Committee members. If an Evaluation Committee member prepared the Independent Cost Proposal, he/she should not take the lead in negotiations but may assist SRTA Staff in preparing the negotiation strategy.

10. Selection of Offerors for Negotiation and Award

The objective of contract negotiation is to obtain complete agreement on all the basic issues. Oral discussion or written communication should be conducted with offerors, to the extent necessary, to resolve uncertainties relating to the technical and nontechnical issues. Basic questions should be resolved when they arise and not be left for the later agreement during subsequent proceedings.

Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described below. The approach and procedures are those that are applicable to a competitive negotiated procurement whereby proposals are evaluated to determine which proposals are within a competitive range. Discussions and negotiations may then be carried out with offerors within the competitive range after which best and final offers (BAFOs) may be requested. However, SRTA may select a proposal for the award without any discussions or negotiations or request for any BAFO(s). Subject to SRTA's right to reject any or all proposals, the offeror will be selected whose proposal is found to be most advantageous to SRTA. Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures included in the RFP. Proposals may not be evaluated on the basis of criteria that were not included in the RFP. After receipt of initial proposals, written or oral discussion may be conducted with all responsible offerors who submitted proposals within a competitive range, price and other factors considered. Exceptions to this requirement are:

a. procurements in which rates or prices are fixed by law or regulation; and

b. procurements in which it can be clearly demonstrated (from the existence of adequate competition or accurate prior cost experience with the product or service) that acceptance of the most favorable initial proposal without discussion would result in a fair and reasonable price. In such procurements the RFPs must contain a notice that award may be made without discussion of proposals received and that proposals should be submitted initially on the most favorable terms possible from a price and technical standpoint. When there is uncertainty, however, as to the pricing or technical aspects of any proposal, the Project Manager should not make award without further exploration and discussion. When the Project Manager deems a proposal to be the most favorable and that proposal involves a material departure from the requirements stated in the RFP, all offerors should be given an opportunity to submit new proposals on a basis comparable to that of the offeror tentatively selected.

11. Confidentiality of Negotiations

In competitive negotiations, offerors should not be given any indication of a “target” price that must be met to ensure further consideration for contract award. Such practice

constitutes an auction technique that may violate the integrity of the procurement process and must be avoided. Additionally, the RFP boilerplate should state that proposals (minus the cost proposal/estimate until the time of award) will not be treated as confidential documents unless they are marked as such by the bidder/offeror and the bidder/offeror is able to demonstrate the documents contain the type of information protected by law as confidential or trade secret. Large portions of proposals are typically public records. They should not, however, be released during the procurement or contract negotiation process without the approval of the Executive Director in consultation with Legal Counsel.

12. Opening of Proposals

    Proposals will not be publicly opened. All detailed cost estimates ("cost proposals") and evaluations related to costs will be kept strictly confidential throughout the evaluation, negotiation, and selection process. Only the members of the evaluation committee and SRTA officials, employees and agents having a legitimate interest will be provided access to the cost proposals and cost evaluation results during this period.

13. Negotiations

    All negotiated procurements over $5,000 must have a documented RON that establishes that staff made the effort to obtain the best price for SRTA for the goods or services with price, quality, level of effort, and other relevant factors taken into consideration. A template exists for documenting the RON. The Project Manager or Chief Fiscal Officer should take the lead on preparing the RON when he/she leads the contract negotiations if he/she did not take the lead on preparing the ICE. The Project Manager is responsible for documenting negotiations in the RON or in other records when it takes the lead on the contract negotiations.

14. Protests

    Protest procedures shall be included in the RFP.

15. Normally, a "one-envelope" selection procedure will be used for service contracts. The "one-envelope" competitive process is as follows:

    a. Notice of the professional services required should be published at least once in a newspaper of general circulation in the county and in community newspapers, as appropriate, at least three weeks before the proposal due date. For federally funded projects, notice also should be published in one or more minority newspapers in the county. The notice should state that SRTA is interested in receiving responses from qualified firms and indicate how additional information can be obtained and the time and place for receiving responses.

b. Notice also should be sent to firms or individuals known to be interested in providing the required services, including small and emerging businesses on SRTA's various interested party lists and to appropriate DBE firms or individuals registered with SRTA.

c. The RFP should include:

   i. Pass/fail criteria to be used as an initial screening of responses. Such criteria should include, but not be limited to, insurance requirements, licensing, and any other consideration which would make the proposer ineligible to perform the work.

   ii. Evaluation factors.

   iii. Any standard contract language that the successful offeror will be required to comply with, including all applicable federal clauses and certifications.

d. Responses to an RFP shall list all proposed sub-consultants and subcontractors, their area of the work and certified U/DBEs. A cost proposal shall be submitted along with the technical proposal and will be used as an evaluation factor by the evaluation committee.

e. The Project Manager will document the receipt of all proposals. A time-and-date stamp shall be kept at the desks of the receptionists and administrative staff handling mail, and these staff members shall be instructed to place a time-and-date stamp on all proposals. SRTA's procedure for determining whether a proposal is disqualified for being submitted to SRTA after the deadline for proposals or statements of qualification will be stated in the solicitation document.

f. The responses should be evaluated by an evaluation committee appointed by the Project Manager with the approval of the Executive Director. The evaluation committee should consist of SRTA staff and should include at least one person from outside the agency. Care should be taken to avoid using direct supervisors as the sole staff scoring evaluators. Additional staff members/advisers, who do not participate in scoring, may sit in on evaluation panels if needed to provide expertise.

g. The firm(s) that are deemed responsible and responsive and who receive the highest scores will be shortlisted. Shortlisted proposers should be sent a notice to shortlisted proposers and those who have not made the shortlist should be sent a notice to proposers not making the shortlist. This notice will trigger the protest period.

h. The top-ranked firm(s) may then be interviewed, if deemed necessary. The final list of qualified firms shall be based on the response to the RFP references, the interview, and other relevant factors. The Project Manager should summarize the findings of the evaluation committee in a recommendation memo to the Executive

Director. The memo should include the evaluation committee's recommendation for negotiations with one or more firms in the competitive range.

i. The Executive Director will approve or reject the recommendation based upon information provided by the evaluation committee and other factors as deemed appropriate, including, but not limited to, qualifications, ability to meet schedule and budget, cost of work, and meeting insurance requirements. The Executive Director also may interview one or more of the firms prior to making a selection.

j. Approval by the Executive Director of the recommendation shall be deemed approval to enter into negotiations with one or more firms in the competitive range. After one or more offerors are selected for contract negotiations, they should be sent a notice of intent to award. This notice is not a commitment by SRTA to award a contract; it is just noticed that SRTA intends to negotiate. At this stage, any necessary certificates of insurance should be requested from offerors with whom SRTA will negotiate. Proposers who are not selected for negotiation should be sent a notice of intent to enter negotiations with another consultant in order to trigger their protest period. A contract should not be finalized until a sufficient number of days have passed from the time the notice of intent to enter negotiations with another proposer is sent to the unsuccessful proposers for the protest period to have expired.

k. The cost proposals from the firm(s) in the competitive range should be used as a basis for negotiation. Negotiations will be conducted by the Project Manager and the Executive Director and can include factors in addition to cost, such as staffing levels, project schedule, etc. If negotiations are conducted with more than one firm in the competitive range, then staff attempt to obtain the most favorable terms by negotiating with all of the firms. Should negotiations fail, the Executive Director may issue a BAFO to the qualified firms. Once negotiations are complete, a contract incorporating the negotiated terms and conditions will be prepared for the approval of the Executive Director or his/her designee. A post-award notice should be sent to all of the unsuccessful firms at this point in time to notify them that a final selection has been made and trigger their protest period.

16. For services that have a very explicit SOW containing detailed, straight-forward specifications that will allow consistent responses and offerors can be considered qualified or not qualified based on predetermined criteria, the low-bid IFB process may instead be used. The Chief Fiscal Officer can assist the Project Manager in determining whether the nature of any of the services is appropriate for using this low-bid process.

17. The cost must be used as a factor in evaluating all proposals for services pursuant to this section.

18. As mentioned above, if desired, a **"two-envelope"** selection process may be followed, as follows:

    a. Requests for information/letters of interest/statements of qualifications (RFIs/LOIs/SOQs) may be solicited from the current SRTA on-line vendor database and any other applicable list, for the particular services specialty.

    b. Notice of the professional services required should be published at least once in a newspaper of general circulation in the county and in one or more minority newspapers in the county at least three weeks before the proposal due date. The notice should state that SRTA is interested in receiving RFIs/LOIs/SOQs from qualified firms, indicate how additional information can be obtained, and indicate the time and place for receiving responses.

    c. An RFI or RFP may be sent to firms or individuals previously known to be interested in or capable of providing the required services. Reasonable effort should be made to send requests to minority firms known to be capable of providing the required services.

    d. "Pass/fail" criteria will be established by staff and clearly stated in the RFIs/RFP to be used as a screening of responses for responsiveness to the RFP/RFP. Such criteria may include but are not limited to, adherence to project budget, insurance requirements, and DBE compliance (if DBE is applicable).

    e. An evaluation committee will be formed by the Project Manager with the approval of the Executive Director, which should consist of SRTA staff and should include at least one person from outside the agency.

    f. The evaluation committee will evaluate the technical component of the SOQs, and the Project Manager will analyze the cost proposals and provide the analyses to the evaluation committee members. The Project Manager should prepare a recommendation memo to the Executive Director summarizing the evaluation committee's findings and recommending one or more qualified firms to be invited to receive an RFP. The firm(s) in the competitive range that is deemed responsible and responsive will be shortlisted. Short-listed proposers should be sent a notice and those who have not made the short-list should be sent a notice of failure to make the short-list. Following approval by the Executive Director or designee, the Project Manager may then issue the final version of the RFP to the qualified firm(s).

    g. From this point, the steps above for a one-envelope procurement should be followed.

Appendices

- Procurement Requisition Form (Appendix 2)

- Standard of Conduct Policy (Appendix 3)
- Method of Procurement Selection Form (Appendix 10)
- Contract Payment Type Selection Form (Appendix 30)
- Independent Cost Estimate Scope of Work, Summary and Staffing Plan (Appendix 24)
- Evaluator (Consultant/Contractor Evaluation Committee) Guidelines (Appendix 7)
- Declaration Concerning Conflicts for Evaluators (Appendix 8)
- Responsive Bidder/Proposer Checklist for RFP/RFQ (Appendix 11)
- Subconsultant List (Appendix 13)
- Notice to Short-Listed Proposers (Appendix 18)
- Notice to Proposers Not Making Short-List (Appendix 19)
- Request for Cost Proposal (Appendix 20)
- Notice of Intent to Enter Negotiations with Another Proposer (Appendix 17)
- Record of Negotiation (Appendix 27)
- Notice of Intent to Award (Appendix 16b)
- Recommendation for the Selection of a Contractor Memo Template (Appendix 6)
- Post-Award Notice to Unsuccessful Proposers (Appendix 21)

2.35.020.023G - PROCUREMENT OF A&E SERVICES BY SIMPLIFIED ACQUISITION PROCEDURES - ($250,000 OR LESS) - Only appropriate for procurements using direct federal payments to SRTA.

Refer to Caltrans Local Assistance Procedures Manual, Chapter 10.

2.35.020.023H - PROCUREMENT OF A&E SERVICES

A. The procedures outlined in this section relate to contracts with engineering firms to perform architectural and engineering related work. It is based on the Brooks Act when federal funding is utilized and on the California Mini-Brooks Act whether or not federal funds are used. Rather than selection based on price, the Act provides for selection based on professional qualifications and experience, followed by negotiation with the most qualified firm of a price that is fair and reasonable to the government.

1. SRTA will use competitive proposal procedures based on the Brooks Act and California Mini-Brooks Act when contracting for A&E services as defined in 40 U.S.C. §541 and California Government Code 4525, as documented in a Method of Procurement Selection Form. Board consent in a public meeting may also be required if the procurement is of the type and amount the Board has directed that staff bring it for pre-procurement and/or pre-contracting approval. Although the price is not an evaluation criterion, an ICE must be prepared before the RFQ is issued for A&E Services. Types of services considered A&E services include environmental, program management, construction management, feasibility studies, preliminary engineering, design, surveying, mapping, and services which require performance by a registered or licensed architect or engineer. The Brooks Act requires that:

a. An offeror's qualifications are evaluated;

b. Price be excluded as an evaluation factor;

c. Negotiations are conducted with only the most qualified offer or; and

d. Failing agreement on price, negotiations with the next most qualified offer or should be conducted until a contract award can be made to the most qualified offer or whose price is fair and reasonable to the grantee.

2. Separately bound or sealed cost proposals should be submitted as part of the process and should not be opened until after the evaluation committee has ranked the proposers. Cost proposals should be excluded as an evaluation factor and will only be used by the Executive Director or his/her designee when negotiating within the prescribed budget, except as may be otherwise provided in this manual.

3. The separately submitted cost proposal should be used as a basis for negotiation. Negotiations will be conducted by the Executive Director or his/her designee and can include factors other than cost, such as staffing levels, project schedule, etc. The party who prepared the original IC or Cost Analysis may participate in the preparation of the negotiation plan but should not lead the negotiations. Should negotiations fail, the Executive Director, or his/her designee, will enter into negotiations with the next ranked firm. Once negotiations are complete, a contract incorporating the negotiated terms and conditions will be prepared for the approval of the Executive Director or his/her designee. Only the cost proposal of the firm(s) in negotiations should be opened. At the end of the process, all unopened cost proposals should be disposed of unopened or returned to the offeror.

4. All provisions of Section 2.35.020.023F (Procurement by Competitive Proposal for Services Other Than A&E with a value greater than $5,000) of this manual applicable to RFQs, which are not in conflict with this Section will be used for A&E procurements.

5. Audits and Indirect Costs. The following requirements apply to a third-party contract for A&E services:

   a. Performance of Audits. The third-party contract or subcontract must be performed and audited in compliance with Federal Acquisition Regulation (FAR) Part 31 cost principles.

   b. Indirect Cost Rates. SRTA, the contractor, its subcontractors must accept FAR indirect cost rates for one-year applicable accounting periods established by a cognizant federal or state government agency, if those rates are not currently under dispute.

   c. Application of Rates. After a firm's indirect cost rates are established and accepted, those rates will apply for purposes of contract estimation, negotiation,

administration, reporting, and payments, not limited by administrative or de facto ceilings.

d. Pre-notification – Confidentiality of Data. Before requesting or using cost or rate data, SRTA should notify the affected firm(s) that their data will be kept confidential and may not be accessible by or provided by the group of agencies that share cost data, except by written permission of the audited firm. If prohibited by law, that cost, and rate data may not be disclosed under any circumstances. California's Public Records Act may make it difficult to maintain confidential cost or rate data. As a result, before requesting or using cost or rate data, SRTA should notify the affected firm that its cost or rate data may be subject to disclosure and should try to obtain permission to provide that data from the firm if SRTA receives a public record request for these records under applicable California law.

6. All procurements must have a documented RON that establishes that the Project Manager made the effort to obtain the best price for SRTA for the goods or services with quality, level of effort, and other relevant factors taken into consideration. A template exists for documenting the RON for task orders. The Project Manager is responsible for documenting the RON in other records when a template is not used.

7. Protest procedures should be included in the RFQ.

Appendices

- Method of Procurement Form (Appendix 10)
- Contract Payment Type Selection Form (Appendix 30)
- Independent Cost Estimate Scope of Work, Summary and Staffing Plan (Appendix 24)
- Evaluator (Consultant/Contractor Evaluation Committee) Guidelines (Appendix 7)
- Declaration Concerning Conflicts for Evaluators (Appendix 8)
- Responsive Bidder/Proposer Checklist for RFQ (Appendix 11)
- Subconsultant List (Appendix 13)
- Notice to Shortlisted Proposers (Appendix 18)
- Notice to Proposers Not Making Short-List (Appendix 19)
- Request for Cost Proposal (Appendix 20)
- Notice of Intent to Enter Negotiations with Another Proposer (Appendix 17)
- Record of Negotiation (Appendix 27)
- Notice of Intent to Award (Appendix 16b)
- Post-Award Notice to Unsuccessful Proposers (Appendix 21)

2.35.020.023I - AUDIT REQUIREMENTS FOR A&E SERVICES

A. There are very strict Caltrans audit requirements associated with the procurement of A&E services. Sections 10.1 and 10.2 of the Caltrans Local Assistance Procedures Manual provides the most current guidance on the subject.

Resource(s)

- Caltrans Local Assistance Procedures Manual, Sections 10.1 and 10.2

2.35.020.023J - PROCUREMENT BY NONCOMPETITIVE PROPOSALS (SOLE SOURCE) WITH CALTRANS OR FEDERAL FUNDS Including Indirect Funds

A. When SRTA requires supplies or services available from only one responsible source and no other supplies or services will satisfy its requirements, SRTA may make a sole source award following documentation of adequate justification. When SRTA requires an existing contractor to make a change to its contract that is beyond the scope of that contract, it may be a sole source award that must be justified. SRTA staff should work with the Project Manager to determine if a particular contract amendment could be considered a sole source. A sole source cannot be justified when the need for the sole source is due to either a failure to plan or a lack of advance planning or due to concerns about the amount of assistance available to support the procurement (for example, expiration of federal assistance available for the award). Board consent in a public meeting may also be required if the procurement meets pre-designated thresholds. Procurement via the limited scope procurement method described in Section 2.35.020.023L also should be explored prior to utilizing the sole source method. The following requirements apply to a sole source procurement that falls within the parameters of this section:

1. A cost analysis (i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit (ICE), is required.

2. The Project Manager should not commence a sole source unless the Method of Procurement Selection Form indicates a sole source is appropriate and the procurement requisition includes a sole source approval form that:

    a. justifies the use of such actions in writing based on one or more of the justifications permitted by the federal funding agency(ies);

    b. certifies the accuracy and completeness of the justification; and

    c. approval by the Executive Director is received.

3. The Project Manager is responsible for providing and certifying as accurate and complete necessary data to support his/her recommendation for a noncompetitive procurement.

4. The sole source justification form must accompany each procurement requisition requesting a sole source procurement.

5. When the acquisition will be paid for in whole or in part by federal funds, one of the following conditions must be met:

    a. Staff solicited competitive bids and was unable to obtain a responsive bidder.

    b. The grantor agency providing the federal funds has approved sole source procurement.

    c. The service is only available from a single source because the contractor will be required to use confidential information, intellectual property, or trade secrets owned by the contractor.

    d. The federal grantor agency made the award of funds being used based on SRTA's use of a particular team of contractors, and the contractor to be sole-sourced is one of the team members identified in the funding application.

    e. The work is necessary to continue the development or production of highly specialized equipment or components thereof, and it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition or when it is likely that award to another contractor would result in unacceptable delays in fulfilling SRTA's needs.

    f. The sole source is authorized by statute, or only one contractor can comply with specific statutory requirements.

    g. A national emergency exists, and a particular facility or contractor is needed to achieve mobilization.

    h. The disclosure of SRTA's needs in a public procurement process would compromise national security.

    i. A particular expert or neutral person's services are needed for a current protest, dispute, claim, or litigation.

    j. Competitive procurement is precluded by the terms of an international agreement or treaty or the written directions of a foreign government providing reimbursement for the cost of the supplies or services.

    k. To establish or maintain an educational or other nonprofit institution or a federally funded research and development center that has or will have essential engineering, research, or development capability.

6. All procurements over $5,000 must have a documented RON that establishes that the Project Manager made the effort to obtain the best price for SRTA for the goods or services with quality, level of effort, and other relevant factors taken into consideration. The Project Manager is responsible for documenting the RON when it takes the lead on the negotiations, and the Project Manager is responsible for the RON if he/she takes the lead on negotiating with the contractor.

7. Sole source procurements require approval by the Executive Director.

Appendices

- Procurement Requisition Form (Appendix 2)
- Method of Procurement Selection Form (Appendix 10)
- Sole Source Approval Form (Appendix 1)
- Record of Negotiation (Appendix 27)

2.35.020.023K - PROCUREMENT BY NONCOMPETITIVE PROPOSALS (SOLE SOURCE) WITHOUT FEDERAL FUNDS

A. Regardless of funding, sole source procurements are accomplished through solicitation or acceptance of a proposal from only one source. A contract amendment or change order that is not within the scope of the original contract also is considered a sole source procurement that must comply with this section. A sole source cannot be justified when the need for the sole source is due to either a failure to plan or a lack of advance planning, or due to concerns about the amount of assistance available to support the procurement (for example, expiration of funding assistance available for the award). Board consent in a public meeting may also be required if the procurement is of the type and amount the Board has directed that staff bring it for pre-procurement and/or pre-contracting approval. SRTA staff should work with the Project Manager to determine if a particular contract amendment could be considered a sole source. Procurement via the limited scope procurement method described in Section 2.35.020.023L also should be explored prior to utilizing the sole source method.

1. When there are no federal funds involved, one of the following additional factors may be utilized to justify a sole source acquisition in addition to the factors in Section 2.35.020.023J:

   a. Only one (1) contractor/consultant/vendor who can provide unique/highly specialized item/ service.

   b. Economy or efficiency supports award to existing contractor/consultant as a logical follow-on to work already in progress under a competitively awarded contract.

   c. Cost to prepare for a competitive procurement exceeds the cost of the work or item.

d. The item is an integral repair part or accessory compatible with existing equipment.

e. The item or service is essential in maintaining research or operational continuity.

f. The item/service is one with which staff members who will use the item/service have specialized training and/or expertise and retraining would incur a substantial cost in time and/or money.

2. A cost analysis (i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit (ICE) is required.

3. The Project Manager should not commence noncompetitive negotiations unless a Method of Procurement Selection Form indicates a sole source is needed and the procurement requisition includes a sole source approval form that:

   a. justifies the use of such actions in writing;

   b. certifies the accuracy and completeness of the justification; and

   c. approval by the Executive Director.

4. The Project Manager is responsible for providing and certifying as accurate and complete necessary data to support their recommendation for noncompetitive procurements.

5. All procurements must have a documented RON that establishes that staff made the effort to obtain the best price for SRTA for the goods or services with quality, level of effort, and other relevant factors taken into consideration. A template exists for documenting the RON for task orders. The Project Manager is responsible for documenting the RON when it takes the lead on the negotiations, and the Project Manager is responsible for the RON if he/she takes the lead on negotiating with the contractor.

6. The sole source approval form must accompany each procurement requisition requesting a sole source procurement.

Appendices

- Procurement Requisition Form (Appendix 2)
- Method of Procurement Selection Form (Appendix 10)
- Sole Source Approval Form (Appendix 1)
- Record of Negotiation (Appendix 27)

2.35.020.023L - PROCUREMENT BY LIMITED COMPETITION

A. Generally, SRTA must provide for full and open competition in solicitations. The Common Grant Rule for governmental recipients of federal funding, however, permits SRTA to limit the number of sources from which it solicits bids or proposals when SRTA has such an unusual and urgent need for the property or services that it would be seriously injured unless it were permitted to limit the solicitation. A limited competition procurement cannot be justified when the need for foregoing the full and open competition requirement is due to either a failure to plan or a lack of advance planning or due to concerns about the amount of assistance available to support the procurement (for example, expiration of federal assistance available for the award). Only under certain circumstances can SRTA conduct a procurement using limited competition requirements. A small purchase procurement procedure in which only three quotes are sought on a shorter time frame could be used even for a procurement exceeding the normally applicable thresholds if a justification for limited competition exists. Prior consultation with the Project Manager is required in order to utilize a limited competition procurement method. The justifications in Sections 2.23.020.023J and 2.23.020.023K may be sufficient. Additionally, one of the justifications below may be sufficient.

1. Documentation is provided establishing that full and open competition in connection with a particular acquisition is not in the public interest.

2. Documentation is provided establishing that an unusual and urgent need for the services exists and SRTA would be seriously injured unless it is permitted to limit the competition.

3. Documentation is provided establishing that public exigency or emergency will not permit a delay resulting from a full formal competitive procurement for the supplies or services.

4. Acquisition of an expert or neutral person's services is needed for a current or potential protest, dispute, claim, or litigation.

    a. The Project Manager should not commence a limited competition procurement unless the procurement requisition justifies the use of limited competition, certifies the accuracy and completeness of the justification, and is approved by a department director or higher level of authority. The Project Manager is responsible for providing and certifying as accurate and complete necessary data to support the recommendation for limited competition procurements.

    b. The limited competition request form must accompany each procurement requisition requesting this kind of procurement.

    c. All procurements over the small procurement threshold must have a documented RON that establishes that the Project Manager made the effort to obtain the best

price for SRTA for the goods or services with quality, level of effort, and other relevant factors taken into consideration. A template exists for documenting the RON for task orders. The Project Manager is responsible for documenting the RON when he/she takes the lead on the negotiations, and the Chief Fiscal Officer is responsible for the RON if he/she takes the lead on negotiating with the contractor.

5. Limited competition procurements require approval by the Executive Director.

Appendices

- Procurement Requisition Form (Appendix 2)
- Limited Competition Approval Form (Appendix 25)
- Record of Negotiation (Appendix 27)

2.35.020.023M - OPTIONS

A. In compliance with FTA Circular 4220.1F, options must be evaluated as part of the price evaluation of offers before the award is made on FTA-funded procurements if an option will be included in the solicitation and contract. An option is a unilateral right in a contract by which, for a specified time, SRTA may elect to purchase additional equipment, supplies, or services called for by the contract or may elect to extend the term of the contract. If SRTA chooses to use options, the requirements below apply:

1. Evaluation of Options: The option quantities or periods contained in the contractor's bid or offer must be evaluated in order to determine the contract award. When options have not been evaluated as part of the award, the exercise of such options will be considered a sole source procurement.

2. Exercise of Options

   a. The Chief Fiscal Officer and the Project Manager must ensure that the exercise of an option is in accordance with the terms and conditions of the option stated in the initial contract awarded.

   b. An option may not be exercised unless the Project Manager has determined that the option price is better than prices available in the market or that the option is the more advantageous offer at the time the option is exercised.

3. The terms for the options and for the exercising of them should be defined in each contract. For service contracts, the basic plus option periods should not exceed five years unless a documented justification is approved by the Project Manager.

4. The bid price form used in an IFB and the cost proposal form used in an RFP should state that the option prices will be included in the total price for evaluation purposes.

Appendices

- Sample Cost Proposal (Appendix 9)

2.35.020.023N - CONTRACTS WITH OTHER GOVERNMENT AGENCIES

A. Pursuant to PCC 10340, three competitive bids are not required when the contract is with departments or agencies of the State of California, local governmental entities, auxiliary organizations of the California State University or Community College, foundations organized to support the Board of Governors of the California Community Colleges or auxiliary organizations of the Student Aid Commission, established pursuant to the section 69522 of the Education Code. Such contracts are known as "intergovernmental agreements" and do not require a competitive procurement process.

Appendices

- None

2.35.020.023O - USE OF ON-CALL MULTIPLE-AWARD PROCUREMENTS

A. When SRTA has a need to procure services within a particular genre, such as A&E, transit planning, environmental, or legal services, but the specific project assistance that will be needed from consultants is not known in a sufficient amount of detail, an RFQ can be used to select a short-list of prequalified firms for a specific period of time. The procedure used is similar to that of a two-envelope RFQ procurement, for which more details are provided in Section 2.35.020.023F of this manual. In addition to those procedures, the following additional items should be considered:

1. A determination of whether any applicable DBE goal should be set at the [master] contract stage or at a later point in time when task orders are issued will need to be made prior to issuance of the RFQ. The Small Business Manager and Office of General Counsel should be consulted for advice on DBE goals and the timing of DBE documentation deadlines that will be applicable to proposers.

2. Within the RFQ, SRTA will need to identify the criteria that will be used to select from among the firms on the on-call list and an on-call consultant selection form including those criteria will need to be prepared prior to issuance of each task order.

Appendices

- On-Call Consultant Selection Form Sample (Appendix 28)

2.35.020.024 - COST AND PRICE ANALYSIS

A. SRTA staff should perform a cost or price analysis in connection **with every procurement action** that will result in expenditure of funds, **including contract modifications and**

amendments that call for additional funds, sole sources, change orders, exercise of options, use of a purchasing schedule or the piggybacking method and must be completed prior to the procurement. The method and degree of analysis are dependent on the facts surrounding the particular procurement situation, but as a starting point, the procurement requisition originator must create an ICE before receiving bids, cost estimates or proposals.

1. Task Order Contracts. If the ICE prepared prior to the solicitation was sufficiently detailed by task to allow a determination of the reasonableness of the price for a particular task, an additional ICE may not be required. If, however, the level of detail in the original ICE is insufficient or there is a reason to believe the amounts used in the original ICE are no longer reasonable or accurate, an ICE should be completed by the Project Manager considering the level of effort needed as well as other factors such as direct materials needed before a cost estimate or proposal is requested from the contractor in order to ensure the ICE is independently prepared and the Project Manager has not relied on the contractor to determine the starting point for negotiations.

2. Cost Analysis. A cost analysis must be performed when the bidder is required to submit the elements (i.e., Labor Hours, Overhead, Materials, etc.) of the estimated cost, e.g., under professional consulting and A&E services contracts. **A cost analysis will also be necessary when adequate price competition is lacking and for sole source procurements, limited competition procurements, and contract modifications or change orders**, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or on the basis of prices set by law or regulation.

3. Price Analysis. Price analysis may be used in all other instances to determine the reasonableness of the proposed contract price.

4. Profit/Fee. SRTA will negotiate profit/fee as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis should be performed, including amendments, task orders, job orders, and change orders. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

5. Federal Cost Principles. Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred, or cost estimates included in negotiated prices are consistent with federal cost principles on federally funded procurements.

6. Cost Plus Percentage of Cost Prohibited. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used on federally funded procurements. This includes fixed mark-ups on equipment rentals and subcontractors. A maximum mark-up amount may be specified which should be negotiated based upon the risk involved, level of supervision needed, the complexity of the work, and other factors. Documentation of this decision making should be included in the contract file in each instance.

7. Establishing Indirect Cost Rates. For contracts other than A&E contracts that are federally funded, if the contractor or subcontractor does not have an approved government agency indirect cost rate agreement, the contract's dollar value should determine how that rate is verified.

    a. Contracts of $5 Million or Less. The audit recommendations of the contractor's certified public accountant or indirect cost information in the contractor's annual statement to their stockholders, shareholders, or owners, or examples of acceptance of their rates by other governmental agencies within the last six months may be accepted.

    b. Contracts Exceeding $5 Million. The Defense Contract Audit Agency, another federal cognizant audit agency, or an accounting firm approved by the federal government to perform audits for the federal government, must verify the contractor's rates.

Appendices

- Independent Cost Estimate (ICE) Justification for Small Procurements (Appendix 23a)
- Cost Analysis Form (Appendix 33)
- Price Analysis (Appendix 34)

2.35.020.025 - BONDING REQUIREMENTS

A. For non-federally funded construction or facility improvement contracts or subcontracts less than $50,000 in value, bonding may be required at the discretion of the Executive Director. For construction or facility improvement contracts or subcontracts exceeding $100,000, it is the policy of SRTA to impose these minimum requirements:

    1. A bid guarantee from each bidder equivalent to ten (10) percent of the bid price must be issued by a bonding company registered in California. The "bid guarantee" shall consist of a firm commitment such as a bid bond executed by an admitted surety insurer and made payable to SRTA, cash, cashier's check, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. A bid shall not be considered unless accompanied by one of the

forms of bidder's security. On the failure or refusal of any bidder to execute the contract, its bidder's security shall be forfeited to SRTA. SRTA may withhold the bidder's security of the second- and third-lowest, responsive and responsible bidders until the contract has been finally executed. SRTA shall, upon request, return cash, cashier's checks, and certified checks submitted by all other unsuccessful bidders within ten (10) days after the contract is awarded, and their bidder's bonds shall be of no further effect.

2. A performance bond on the part of the contractor for at least 50 percent of the contract amount for contracts without federal funds, 100 percent of the contract price for federally funded contracts, or for such percentage as may be required by law or funding agencies. A "performance bond" is one executed in connection with a contract to secure the fulfillment of all the contractor's obligations under such contract.

3. A payment bond on the part of the contractor. A payment bond is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. A payment bond in the amount of 100 percent of the contract price is required unless the award is less than $100,000 or the Board grants a variance.

4. A cash deposit, certified check, or other negotiable instruments may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of the grantor agency is adequately protected.

5. At the discretion of the Project Manager and Chief Fiscal Officer, bonding of higher limits than the minimum may be imposed if the project risk warrants such.

Appendices

- Responsive Bidder/Proposer Checklist for RFP/RFQ (Appendix 11)

2.35.020.026 - PAYMENT PROVISIONS IN THIRD-PARTY CONTRACTS

A. Advance Payments

1. For non-federally funded contracts, the use of advance payments is strongly discouraged and will only be agreed to if no other option is available.

2. For federally-funded contracts, the federal funding agencies do not authorize and will not participate in funding payments to a contractor prior to the incurrence of costs by the contractor unless prior written concurrence is obtained from the federal funding agency(ies).

3. Progress Payments. The risk associated with the use of progress payments is that SRTA may make payment for contract work that has not been completed. SRTA should only use progress payments if the following conditions are met, as applicable:

    a. The percentage of completion method for progress payments can only be used on construction contracts if the procurement is FTA funded.

    b. Progress payments are only made to the contractor for costs incurred in the performance of the contract.

    c. SRTA obtains adequate security for the progress payments and has sufficient written documentation to substantiate the work for which payment is requested. Adequate security may include taking title or obtaining a letter of credit or taking equivalent measures to protect the recipient's financial interest in the progress payment.

    d. SRTA obtains sufficient documentation to demonstrate completion of the amount of work for which progress payments are made.

4. Pursuant to prompt payment provisions in state law, terms, and conditions in grants to SRTA from state and federal agencies, and federal regulations applicable to procurements with DBE requirements, payment is typically required by SRTA prime contractors to their subcontractors within 15 days. SRTA monitors payments to DBE subcontractors through the use of monthly progress reports from contractors.

Appendices

- U/DBE &SB Monthly Participation Progress Report (Appendix 14d)

2.35.020.027 - LIQUIDATED DAMAGES PROVISIONS

A. SRTA may use liquidated damages if it may reasonably expect to suffer damages (increased costs on the project involved) from late completion and the extent or amount of such damages would be difficult or impossible to determine.

1. The use of liquidated damage provisions is at the discretion of the Executive Director.
2. The assessment for damages shall be at a specific rate per day for each day of overrun in contract time, and the rate must be specified in the third-party contract. Any liquidated damages recovered shall be credited to the project account involved unless the grantor agency permits otherwise. Documentation establishing how the liquidated damages amount was determined will be provided by the Project Manager for the contract file.

Appendices

- None

2.35.020.028 - CONTRACT AWARD ANNOUNCEMENT

A. Once the contract terms have been negotiated, a post-award notice should be sent to those bidders/offerors who were not selected for the award. The Project Manager will send a notice to proceed to the successful proposer/bidder following the execution of a contract. If SRTA implements a contract award announcement procedure for federally funded procurement for goods or services (including construction services), the announcement should specify the amount of federal funds that will be used to finance the acquisition in an announcement of the contract award for such goods or services.

Appendices

- Post-Award Notice to Unsuccessful Proposers (Appendix 21)
- Notice to Proceed (Appendix 22)

2.35.020.029 - CONTRACT PROVISIONS

A. All contracts should include provisions to define a sound and complete agreement. In addition, contracts and subcontracts should contain contractual provisions or conditions that allow for:

1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, including sanctions and penalties as may be appropriate, for all contracts in excess of the small purchase threshold.

2. Termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement.

Appendices

- None

2.35.020.030 - CARDINAL CONTRACT CHANGE

A. A cardinal contract change is a significant change in contract work (goods or services) that causes a major deviation from the original purpose of the work or the intended method of achievement or causes a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract. Such practices are sometimes informally referred to as “tag-ons.” A change within the scope of the contract (sometimes referred to as an “in-scope” change) is not a tag-on or a cardinal change.

B. A cardinal change cannot be identified easily by assigning a specific percentage, dollar value, number of changes, or another objective measure that would apply to all cases. The following guidance should be used, however, in order to determine if a change is a cardinal change and if such a change will, therefore, constitute a sole source. Legal Counsel should be consulted to make a final determination regarding whether a particular contract change will constitute a cardinal change.

1. Changes in Quantity. To categorize virtually any change in quantity as a prohibited cardinal change (sometimes referred to as an "out-of-scope" change) fails to account for the realities of the marketplace and unnecessarily restricts a recipient from exercising reasonable freedom to make minor adjustments contemplated fairly and reasonably by the parties when they entered into the contract. The U.S. Supreme Court decision in Freund v. United States, 260 U.S. 60 (1922) supports this policy.

2. Customary Marketing Practices. Marketing practices can influence the determination of which changes will be "cardinal."

3. Balancing Test. Based on the nature and extent of the work to be performed; the amount of effort involved; whether the change was originally contemplated at the time the original contract was entered into; or the cumulative impact on the contract's quantity, quality, costs, and delivery terms, is the change significant? Generally, a change that causes the contract value to exceed the advertised potential contract value by more than 25 percent will be considered a cardinal change.

4. Rolling Stock. In the case of rolling stock, a major change in quantity or substitution of major end items not contemplated when competition for the original award took place would generally be a cardinal change. Another cardinal change would, at this time, include a change from a high-floor to a low-floor vehicle. Changing an engine might result in a cardinal change depending on the circumstances surrounding the project and whether a compatible replacement could be obtained through competition. FTA, however, considers changes to seating, fabrics, and colors, exterior paint schemes, signage, and floor covering, and other similar changes to be permissible changes.

5. Federal Procurement Standards. The broader standards applied in federal contracting practice reflected in Federal court decisions, federal boards of contract appeals decisions, and comptroller general decisions provide guidance in determining whether a change would be treated as a cardinal change. SRTA will not necessarily treat these federal procurement decisions as controlling, however, SRTA intends to consider the collective wisdom within these decisions in determining the nature of third-party contract changes along the broad spectrum between permissible changes and impermissible cardinal changes.

6. Managing A&E Contracts and Task Orders. When maximum values are set forth in a contract or Task Order (TO), the contract manager must carefully track the dollar value

capacity to avoid exceeding the stated maximum amount(s). The Project Manager will verify the capacity of funds and time prior to preparation of the amendment or TO. Amendments or task orders issued in excess of the stated maximum time or amount in the contract may be treated as sole source procurements. The intent of the parties at the origination of a contract or TO that is intended to cover a phased project should contain a description of the plan for future deliverables or services by amendment or additional TOs in order to avoid the need for sole source documentation. Such a plan should be described in the contract or TO so as to clearly establish that such future deliverables and/or services are conditioned upon applicable matters within SRTA's discretion such as availability of funds, budget, contractor performance, and SRTA's best interest.

Appendices

- None

2.35.020.031 - STATUTORY AND REGULATORY REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS

A. A current (but not all-inclusive) list of statutory and regulatory requirements applicable to SRTA procurements (such as Davis-Bacon Act, DBE, Clean Air, and Buy America) is contained in SRTA contract templates. SRTA is responsible for evaluating these requirements for relevance and applicability to each procurement. For example, procurements involving the purchase of iron, steel, and manufactured goods will be subject to the "Buy America" requirements in 49 C.F.R. Part 661 if there is FTA funding, but different Buy America provisions will apply if there is FHWA funding in a procurement.

B. It is the responsibility of each person in the procurement process to ensure that all required clauses specific to the type of procurement and funding type are included in the contract boilerplate, that those federal clauses accompany all bid or proposal documents, that the bidder/offeror completes the required certifications and that the PO or contract includes reference to the clauses and contains signed certifications.

Appendices

- None

2.35.020.032 - PROCUREMENT CARDS

A. SRTA will maintain credit cards under the control of the Chief Fiscal Officer which will allow for cost- and time-effective procurements. Use of credit cards is subject to the procurement requirements applicable to micro and small purchases as detailed in Section 2.35.020.023.

Appendices

- Credit Card Purchase Form (Appendix 34)

2.35.020.033 - CLOSEOUT OF CONTRACT AND TASK ORDERS

A. At the conclusion of the work assigned to a contractor in a contract or task order, the Project Manager is responsible for notifying the Chief Fiscal Officer that the contract or task order is being closed out. An evaluation of the contractor should also be completed by the Project Manager to include in SRTA's records. When a contract or task order is being terminated, the Project Manager also must notify the Chief Fiscal Officer that the remaining funds in the contract or task order can be liquidated and unencumbered.

Appendices

- None

2.35.020.034 – DISADVANTAGED BUSINESS ENTERPRISES AND EQUAL OPPORTUNITY

A. DBEs should have the maximum opportunity to participate in the performance of SRTA's federally funded procurements and contracts. SRTA will fulfill its DBE obligations in its DBE plan by ensuring fair and full utilization of DBEs in the purchase of equipment, materials, and supplies and in the performance of contracts and subcontracts.

B. The required DBE clauses will be included in any and all DOT-financed agreements executed by SRTA. It is the policy of the DOT and SRTA that DBEs, as defined in 49 CFR Part 26, should have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to such procurements. Contractors must agree to ensure that DBEs, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Contractors must not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

C. DBE Accountability

1. SRTA should monitor DBE payments under POs, contracts, or any other method used to expend funds with a certified DBE firm.
2. A DBE directory should be maintained.
3. The Project Manager will request a listing of DBE vendors from the directory for all federally funded procurements when a formal solicitation is used. The Project Manager is to supplement SRTA's bid list by adding a sufficient number of DBE firms so that the notice to offerors/bidders can be distributed to all firms on the bid list created for the specific procurement activity. When there is a subcontract opportunity or it is deemed appropriate, a contract goal should be defined and documented.

4. SRTA will monitor POs and contracts on an ongoing basis to assure compliance with the applicable DBE program(s).
5. The establishment of one or more contract goals for a formalized procurement will be documented by the Project Manager based on the availability of the Underutilized DBEs (UDBEs) in the geographical area for the specific type of procurement and the judgment that the goal can reasonably be met by the bidder/proposer.
6. If at the time of bid or proposal submittal the DBE/UDBE goal is not met and if required by law, the bid or proposal will be requested for review by the Project Manager or a consultant to assure that a good faith effort has been met. The Project Manager will document that the bidder/proposer was either found responsive to the DBE/UDBE requirements of the RFP/IFB or has been deemed non-responsive by completing the "responsive checklist" if DBE/UDBE provisions are applicable.

D. Records and Reports

SRTA provides data about its DBE programs as directed by DOT operating administrations. SRTA creates and maintains a bidders list by collecting the data from bidders or through surveys. This list provides accurate data about DBE/UDBE and non-DBE contractors and subcontractors who seek to work on SRTA's federally assisted contracts for use in setting overall goals. SRTA will obtain the following information about these DBE/UDBE and non-DBE contractors and subcontractors:

1. Firm name;
2. Firm address;
3. Firm's status as a DBE/UDBE or non-DBE;
4. Age of the firm; and
5. The annual gross receipts of the firm - information is obtained by asking each firm to indicate into what gross receipts bracket they fit (e.g., less than $500,000; $500,000 to $1 million; $1 to 2 million; $2 to 5 million; etc.) rather than requesting an exact figure.

E. DBE Requirements

1. SRTA has to fulfill the DBE requirements for all DOT-funded projects receiving planning, capital, and/or operating assistance who will award prime contracts (excluding transit vehicle purchases) exceeding $250,000 in funds in a federal fiscal year.
2. SRTA must submit a DBE program to the concerned operating administration. Once the operating administration has approved the program, the approval counts for all DOT-assisted programs (except that goals are reviewed by the particular operating administration that provides funding for DOT-assisted contracts). SRTA also will enter into an implementation agreement for its DBE program when required by a funding agency.
3. Additional information regarding SRTA's DBE programs can be found in its FTA and FHWA DBE programs documentation.

Appendices

- Responsive Bidder/Proposer Checklist for RFP/RFQ (Appendix 11)
- Subconsultant List (Appendix 13)
- Bidders List (Appendix 14a)
- Local Agency U/DBE Commitment Form (Appendix 14b)
- DBE/UDBE Information - Good Faith Efforts Form (Appendix 14c)
- U/DBE & SB Monthly Participation Progress Report (Appendix 14d)
- Final Report - Utilization of U/DBE and SB, First-Tier Subconsultants (Appendix 14e)

2.35.020.035 - INSURANCE REQUIREMENTS

A. It is the policy of SRTA to require that third-party contractors or consultants maintain insurance coverage to meet insurance standards contained in specific contract boilerplate. Proof of insurance coverage shall be documented by the Project Manager.

Appendices

- None

2.35.030 - APPENDICES, REFERENCES, AND DEFINITIONS FOR 2.35.020

1. Sole Source Approval Form
2. Procurement Requisition Form
3. Standard of Conduct Policy
4. Contractor's Statement of Experience and Financial Condition
5. Protest Procedures for Procurements
6. Recommendation for the Selection of a Contractor Memo Template
7. Evaluator (Consultant/Contractor Evaluation Committee) Guidelines
8. Declaration Concerning Conflicts for Evaluators
9. Sample Cost Proposal
10. Method of Procurement Selection Form
11. Responsive Bidder/Proposer Checklist for RFP/RFQ
12. Bid Summary
13. Subconsultant List
14. U/DBE Information
    a) Bidders List
    b) Local Agency U/DBE Commitment Form
    c) DBE/UDBE Information - Good Faith Efforts Form
    d) Final Report - Utilization of U/DBE and SB, First-Tier Subconsultants
    e) Final Report - Utilization of UDBE and Small Businesses, 1st Tier Subs
15. Solicitation Notification
16. Notice of Intent to Award
    a) IFB Notice of Intent to Award
    b) Notice of Intent to Award RFPs
17. Notice of Intent to Enter Negotiations with Another Proposer
18. Notice to Short-Listed Proposers
19. Notice to Proposers Not Making Short-List
20. Request for Cost Proposal
21. Post-Award Notice to Unsuccessful Proposers
22. Notice to Proceed
23. Independent Cost Estimate (ICE)
    a) Justification for Small Procurements
24. Independent Cost Estimate Scope of Work, Summary, and Staffing Plan
25. Limited Competition Approval Form
26. Procurement Closeout and Encumbrance Liquidation
    a) Contracts, Task Orders and Job Orders - Close-Out Instructions
    b) Consultant Performance Evaluation Tool
    c) Final Report - Utilization of Underutilized/Disadvantaged Business Enterprises and Small Business First-Tier Subconsultants
27. Record of Negotiation
28. On-Call Consultant Selection Form Sample
29. Purchasing Schedule Worksheet
30. Contract Payment Type Selection Form
31. DBE Complaint Procedures and DBE Complaint Process Description for Staff
32. Cost Analysis Form
33. Price Analysis
34. Credit Card Purchase Form
35. Micro-purchase Justification Form
36. Limited Procurement Response Form
37. Cost Effectiveness / Public Interest Finding Form
38. Major Construction Procurement (MCP) Checklist

SRTA PROCUREMENT MANUAL REFERENCES FOR 2.35.020

The following federal and state statutes and regulations are incorporated by reference in this manual to the extent required by law. This is not an exhaustive list of the statutes and regulations:

- Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), P.L. 102-240
- Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU)
- Fixing America's Surface Transportation (FAST) Act P.L. 114-94
- Administrative Requirements, Cost Principles, and audit requirements for Federal Awards (OMB CFR Part 200 – Super Circular)
- Sections 4001 and 1555 of the Federal Acquisition Streamlining Act of 1994, 41 U.S.C. § 403(11) and 40 U.S.C. § 481(b), respectively
- OMB Circular 2CFR
- Executive Order 12612, "Federalism," dated 10-26-87
- Applicable provisions of the State of California Public Contract Code
- Applicable provisions of the State of California Labor Code
- Disadvantaged Business Enterprises (DBE) - 49 C.F.R. Part 26
- Federal Brooks Act and State Mini-Brooks Act (40 U.S.C.§541 and CA Gov. Code §4525)
- Federal Funding Accountability and Transparency Act of 2006 (FFATA)
- 49 USC 53, as amended by MAP-21
- The Caltrans Master Fund Transfer Agreement
- Caltrans Local Assistance Programs Manual
- 2CFR Part 200, Appendix XI, Compliance Supplement, Office of the President- Office of Management and Budget, page 4-20.000-3
- California State Contracting Manual

SRTA PROCUREMENT MANUAL DEFINITIONS FOR 2.35.020

All definitions in 49 U.S.C. § 5302 are applicable. For purposes of the manual, the following additional definitions are provided:

1. "Approval, Authorization, Concurrence, Waiver" means a deliberately written statement of an official authorized to permit SRTA to take or omit action required by a contract, Board Policy or FTA Circular 4220.1F, which action may not be taken or omitted without additional permission. Oral permission or interpretation has no legal force, authority, or effect.
2. "Best Value" is a competitive, negotiated procurement process in which SRTA reserves the right to select the most advantageous offer by evaluating and comparing factors in addition to cost or price such that it may acquire technical superiority, even if it must pay a premium price. A "premium" is the difference between the price of the lowest-priced proposal and the one that SRTA believes offers the best value. SRTA should disclose these factors in its solicitation.
3. "Bidder" refers to a respondent to a SRTA solicitation document, such as an invitation for bids (IFB) or request for quotes (RFQ), which will lead to a selection based on cost.
4. "Board," "Commission," "Owner," "Grantee," or "SRTA" means SRTA.
5. "Cardinal Change" means a major deviation from the original purpose of the work or the intended method of achievement or a revision of contract work so extensive, significant, or cumulative that the contractor is required to perform very different work from that described in the original procurement document/contract.
6. "Change Order" means an order authorized by SRTA directing the contractor to make changes, pursuant to contract provisions for such changes, with or without the consent of the contractor.
7. "Common Grant Rules" means Department of Transportation (DOT) regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, which apply to federally funded agreements.
8. "Constructive Change" means an act or omission that, although not identified by a "change order," does, in fact, cause a change in the contract work.
9. "Contract Documents" means all of the contents of the solicitation documents and associated addenda, contract drawings, technical reports, technical specifications, and documented agreements. Said documents shall be considered as part of any contract made pursuant to a solicitation.
10. "Contractor," "consultant," "vendor," or "seller" is the successful bidder or offeror to whom a contract is awarded.
11. "Project Manager" means the individual assigned to the procurement who serves as the single point of contact for all correspondence during the procurement and/or contract administration process. This person also is responsible for relating to commercial terms and

conditions during the period of performance of the agreement to the consultant or contractor.

12. "Cooperative Agreement" means an instrument by which FTA awards Federal assistance to support a project in which it takes an active role or retains substantial control.
13. "Days" means business days unless otherwise specified.
14. "DBE" is the acronym for Disadvantaged Business Enterprise and means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5 of the Code of Federal Regulations (CFR).
15. "Design-Bid-Build Project" means a construction project under which an architect or engineer is commissioned to prepare drawings and specifications under a design services contract, and a separate contract is let for construction by engaging the services of a contractor through sealed bidding or competitive negotiations to complete delivery of the project.
16. "Electronic Commerce (E-Commerce)" consists of electronic techniques, including electronic mail or messaging, World Wide Web internet technology, electronic bulletin boards, purchase cards, electronic funds transfer, electronic signatures, and electronic data interchange.
17. "Executive Director" refers to SRTA Executive Director or designee.
18. "FHWA" refers to the Federal Highway Administration.
19. "FTA" refers to the Federal Transit Administration.
20. "Full and Open Competition" means that all responsible sources are permitted to compete.
21. "Governmental Recipient" means a state or local government, such as SRTA, that receives federal funding and therefore must comply with the Common Grant Rule at 49 CFR Part 18.
22. "Grand Total Bid Price" means the grand total price and shall include all direct and indirect labor and material costs, taxes, duties, fees, and any other charges applicable to complete the total requirements as specified in the solicitation document, including all addenda, contract drawings, and technical specifications.
23. "Grant" means the instrument by which the FTA awards federal assistance to support a particular project in which the FTA does not take an active role or retain substantial control.
24. "Grantee" means the public or private entity to which a grant or cooperative agreement is awarded. The grantee is the entire legal entity even if only a particular component of the entity is designated in the assistance award document. For the purposes of this policy, "grantee" also includes any subgrantee of the grantee. Furthermore, a grantee is responsible for assuring that its subgrantees comply with the requirements and standards of this policy and that subgrantees are aware of the requirements imposed upon them by federal statutes and regulations.
25. "Hazardous Substances" and/or "Contaminated Materials" means any substance, waste, or material which is determined by any state, federal, or local governmental authority to be

capable of posing a risk of injury to health, safety, and/or the environment, including, but not limited to, all substances, wastes, and materials designated or defined as hazardous, extremely hazardous, or toxic pursuant to Section 311 of the Clean Water Act, 33 USC Sections 1321, et seq., Section 1004 of the Resource and Conservation and Recovery Act, 42 USC Sections 6903, et seq., Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC Sections 9601, et seq.; Section 25141 of the Hazardous Waste Control Law, California Health and Safety Code Sections 25117, et seq.; Section 25316 of the Carpenter Presley-Tanner Hazardous Substance Account Act, California Health and Safety Code Section 25316; Section 25501 of the Hazardous Materials Release Response Plans and Inventory Law, California Health and Safety Code Sections 25281, et seq., as may be hereinafter amended.

26. "Intergovernmental Agreement" means a contract between SRTA and another governmental entity, such as a Memorandum of Understanding with a municipality, Native American tribe, or public university.

27. "Invitation for Bid" is an invitation for a firm to provide a firm fixed priced proposal.

28. "Joint Procurement" (sometimes referred to as "cooperative procurement") means a method of contracting in which two or more purchasers agree from the outset to use a single solicitation document and enter into a single contract with a vendor for delivery of property or services in a fixed quantity. A joint procurement is not drafted for the purpose of accommodating the needs of other parties that may later choose to participate in the benefits of that contract as such a contract is merely assignable to third parties to the extent the parties agree and the original procurement scope and amount are sufficient.

29. "Local Government" means a county, municipality, city, town, township, local public authority, or any agency or instrumentality of a local or regional government. This term does not include a local public institution of higher education.

30. "Master Agreement" means the document incorporated by reference that contains the standard terms and conditions governing the administration of a project supported with state and federal assistance.

31. "Non-SRTA Procurement" means a procurement for which another public entity served as the lead procurement entity and that includes provisions that will allow it to be used by SRTA to contract with one or more specific contractors/vendors using pre-established prices, terms and/or conditions. Examples of such procurements include joint procurements, piggybacks, and state purchasing schedules.

32. "Notice to Proceed (NTP)" is a written notice from the Project Manager to a contractor authorizing the contractor to commence work and to start the performance period.

33. "Offeror" or "Proposer" refers to a respondent to a SRTA solicitation document, which will lead to a selection based on qualifications and possibly cost.

34. "Piggybacking" is the post-award use of a contractual document/process that allows someone who was not contemplated in the original procurement to purchase the same supplies/equipment through that original document/process.

35. “Property” includes real property consisting of land and buildings, structures, or appurtenances on land, equipment, supplies, other expendable property, intellectual, and intangible property.
36. “Public Transportation” means transportation by a conveyance that provides regular and continuing general or special transportation to the public, but does not include school bus, charter, sightseeing, or intercity bus transportation (operated by a non-governmental entity), or intercity passenger rail transportation provided AMTRAK, (or a successor to such entity).
37. “Recipient” means the public or private entity to which the FTA or FHWA awards federal assistance through a grant, cooperative agreement, or other agreement. The term “recipient” includes “grantee,” each member of a consortium, joint venture, team, or partnership awarded FTA or FHWA assistance. Neither a contractor nor a subcontractor is a “recipient.”
38. “Responsible” (Bidder/Offeror) is a contractor, business entity or individual who is fully capable to meet all the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
    a. FTA defines “responsibility” to be a contractor/consultant who can demonstrate that it possesses the ability to perform successfully under the terms and conditions of the proposed procurement.
39. “Responsive” (Bidder/Offeror) is a contractor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including all form and substance.
    a. FTA defines “responsive” – if an offer conforms in all material aspects to the requirements of the solicitation at the scheduled time of submission and does not require further discussions with the offeror other than on matters that may be deemed inconsequential in nature, the offer is responsive.
40. “Revenue Contract” means a contract with the primary purpose of producing revenues or creating business opportunities involving the use of FTA- or FHWA-assisted property.
41. “Solicitation Documents” refers to the packet of materials provided to prospective consultants or contractors in the form of an IFB, request for proposal (RFP), and RFQ, etc., requesting a responsive bid, proposal, or a statement of qualifications.
42. “State” means any of the several states of the United States, District of Columbia, the Commonwealth of Puerto Rico, any territory of the United States, or any agency or instrumentality of a state exclusive of local governments. “State” does not include a county, municipality, city, town, township, local public authority (which includes any public and Indian housing agency under the United States Housing Act of 1937), school district, council of governments (whether or not incorporated as a nonprofit corporation under state law), any other regional or interstate government entity (such as a regional transit authority), or any agency or instrumentality of a local government.

43. “State or Local Government Purchasing Schedule or Purchasing Contract” means an arrangement between state or local government with multiple vendors in which vendors agree to provide an option to the state or local government entities to acquire specific property or services in the future at established prices.
44. “Task Order” means a contract document that is issued under a master or umbrella contract to dole out work to a consultant in phases, or in the case of an on-call contract, for severable projects.
45. “Third-Party Contract” refers to any purchase order (PO) or contract awarded by SRTA to a consultant, vendor, or contractor.
45. “UDBE” is the acronym for Underutilized Disadvantaged Business Enterprise and are the DBE groups that have been determined in an applicable disparity study to have a statistically significant disparity in their utilization in previously awarded transportation contracts.
46. “U/DBE” is the acronym used when DBE and UDBE groups are being referred to collectively or interchangeably.
47. “Written Order” means a written order signed by the Executive Director, or properly authorized representative or agent, mailed to the contractor at the address designated in his bid or to such other address he may designate in writing as its official place of business.

PART IV - UNSOLICITED PROPOSAL POLICY

A. APPLICABILITY

This policy applies to Unsolicited Proposals received by SRTA.

B. UNSOLICITED PROPOSAL DEFINITION

1. An unsolicited proposal is a written proposal that is submitted to SRTA on the initiative of the submitter, to develop a partnership that is not in response to a formal or informal request issued by SRTA.
2. An Unsolicited Proposal is distinguishable from a project already part of SRTA's long-term budget planning process and plan if it uses innovative but pragmatic solutions that offer added value, such as enhanced financing options, improved customer service outcomes or advanced delivery dates. Sales tax bonds and certificates of participation are not unique and innovative financing tools.
3. An Unsolicited Proposal is not an offer responding to SRTA's previously published expression of need or request for proposals, an advance proposal for property or services that SRTA could acquire through competitive methods or a replacement for an existing contract that is already in effect.

C. UNSOLICITED PROPOSALS PROCESS OVERVIEW

All Unsolicited Proposals shall be submitted to the SRTA Executive Director for review. SRTA will evaluate the proposal using a two-phased approach. In Phase One, Conceptual Proposals are evaluated. If there is interest in a Conceptual Proposal, the proposer may be asked to submit a Detailed Proposal for evaluation in Phase Two. If the project proceeds beyond Phase Two or otherwise involves a competitive procurement or sole source procurement, SRTA's procurement policies and procedures will apply. SRTA may, at any time, choose not to proceed further with any Unsolicited Proposal.

D. CONCEPTUAL PROPOSAL OVERVIEW - PHASE ONE

1. The purpose of Phase One is for SRTA to receive a written, concept-level proposal to determine whether to request additional and detailed information for Phase Two.
2. Before initiating a Phase One evaluation, SRTA staff will determine if the Conceptual Proposal meets threshold requirements outlined in Exhibit B. Furthermore if the proposal meets the threshold requirements, SRTA will follow the procedures outlined in Exhibit A.

E. CONCEPTUAL PROPOSAL CONTENT

Conceptual Proposals should include the information identified in the Conceptual Proposal Form made available by SRTA.

F. **CONCEPTUAL PROPOSAL EVALUATION**

1. Conceptual Proposals will be evaluated promptly in accordance with the criteria set out in this section. The evaluation process will include a financial evaluation team. The proposer(s) will not initiate any interaction with the evaluation team.

2. The evaluation team will determine the evaluation criteria, as necessary, to address the specific proposal, but generally will consider the following factors:

   a. offers direct or anticipated benefits to SRTA, its partners and the public;

   b. consistency with SRTA's planning and programming goals and objective;

   c. satisfies a need for SRTA that can be reasonably accommodated in SRTA's annual long-term budget, or through grants, without significant change to planned expenditures, projects or costs;

   d. offers goods or services that SRTA may not have intended to procure or provide through the normal SRTA procurement process; and

   e. Other factors appropriate to the proposal.

G. **DETAILED PROPOSAL OVERVIEW - PHASE TWO**

The purpose of Phase Two is for SRTA to receive more detailed technical and financial information to fully understand and evaluate the proposal. If SRTA desires to proceed to Phase Two, SRTA will request a Detailed Proposal.

H. **DETAILED PROPOSAL PROCESSING**

Once the Detailed Proposal is received, SRTA will retain a record of the persons on the evaluation team and record the final disposition of the proposal. Outside advisors will be consulted only if the SRTA evaluation team deems it necessary and beneficial.

I. **DETAILED PROPOSAL CONTENT**

In addition to the information provided in Phase One, a Detailed Proposal must, at a minimum, include information outlined in Exhibit B.

J. **DETAILED PROPOSAL EVALUATION**

Detailed Proposals will be evaluated promptly, in accordance with the criteria set out in Exhibits A and B, as well as any other evaluation criteria identified in the request for Detailed Proposal.

K. **DETAILED PROPOSAL RECOMMENDATION**

SRTA's Executive Director will consider the proposal for review and approval. If SRTA or Finance Committee approval is required, the proposer will be notified of the date of the meeting when the proposal will be discussed.

L. **FULL AND OPEN COMPETITION REQUIREMENTS**

SRTA's receipt of an Unsolicited Proposal does not, by itself, justify a contract award without full and open competition. If the Unsolicited Proposal offers a proprietary concept that is essential to contract performance, it will be deemed a Sole Source (see section below). If not, SRTA will pursue a competitive procurement.

M. **UNSOLICITED PROPOSAL - SOLE SOURCE AWARD**

If it is impossible to describe the property or services offered without revealing proprietary information or disclosing the originality of thought or innovativeness of the property or services sought, as determined by SRTA, SRTA may make a sole source award, as provided in SRTA's Sole Source Award policy in Chapter 2.35, Section 2.35.060 of SRTA's Financial and Accounting Policies and Procedures.

N. **UNSOLICITED PROPOSAL - COMPETITIVE SOLICITATION PROCESS**

If the Unsolicited Proposal does not meet the criteria of a sole source award, SRTA will proceed with steps outlined in Exhibit A before entering into a contract resulting from an Unsolicited Proposal.

O. **CONTRACT RESULTING FROM AN UNSOLICITED PROPOSAL**

Nothing in this policy or otherwise requires SRTA to act or enter into a contract based on an Unsolicited Proposal. SRTA, at its sole discretion, may return and/or reject an Unsolicited Proposal at any time during the process.

P. **PREREQUISITES TO CONTRACT NEGOTIATION**

1. The SRTA Contracting Officer or other duly authorized SRTA representative(s) may commence negotiations only after the following prerequisites have been met:

    a. An Unsolicited Proposal has received a favorable comprehensive evaluation, including in comparison to any proposals received following publication as provided in this policy; and

    b. SRTA furnishes the necessary funds and provides a sole-source justification (if applicable).

Q. **PROHIBITION OF USE OF CONFIDENTIAL INFORMATION**

If SRTA pursues a competitive procurement, SRTA personnel shall not use any data, or any confidential patented, trademarked, or copyrighted part of an Unsolicited Proposal or confidential technical or financial proprietary information as the basis, or part of the basis, for a solicitation or in negotiations with any other firm, unless the proposer is notified of and agrees to the intended use. Concepts or ideas are not considered proprietary by SRTA but specific implementing methodologies that are unique to the proposer will be recognized. SRTA staff shall place a cover sheet on the proposal expressing limitations unless the proposer clearly states in writing that no restrictions are imposed on the disclosure or use of the data contained in the proposal.

R. **PUBLIC RECORDS ACT**

1. Unsolicited Proposals are subject to the provisions of the California Public Records Act (California Code Government Code §6250 et seq.). Public Contract Code Section 22164 provides that: information that is not otherwise a public record pursuant to the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title I of the Government Code) shall not be open to public inspection. Any documents provided by the proposer to SRTA marked "Trade Secret," "Confidential" or "Proprietary," or any financial records provided by the proposer to SRTA, shall be clearly marked with the proposer's name. SRTA will use its best efforts to inform the proposer of any request for any financial records or documents marked "Trade Secret," "Confidential" or "Proprietary" provided by proposers to SRTA. SRTA will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.
2. In the event of litigation concerning the disclosure of any records, SRTA's sole involvement will be as a stakeholder, retaining the records until otherwise ordered by a court. The proposer, at its sole expense and risk, shall be fully responsible for any, and all, fees for prosecuting or defending any action concerning the records and shall indemnify and hold SRTA harmless from all costs and expenses, including attorney's fees, in connection with, any such action.

Exhibit A
Unsolicited Proposal Policy Flow Chart

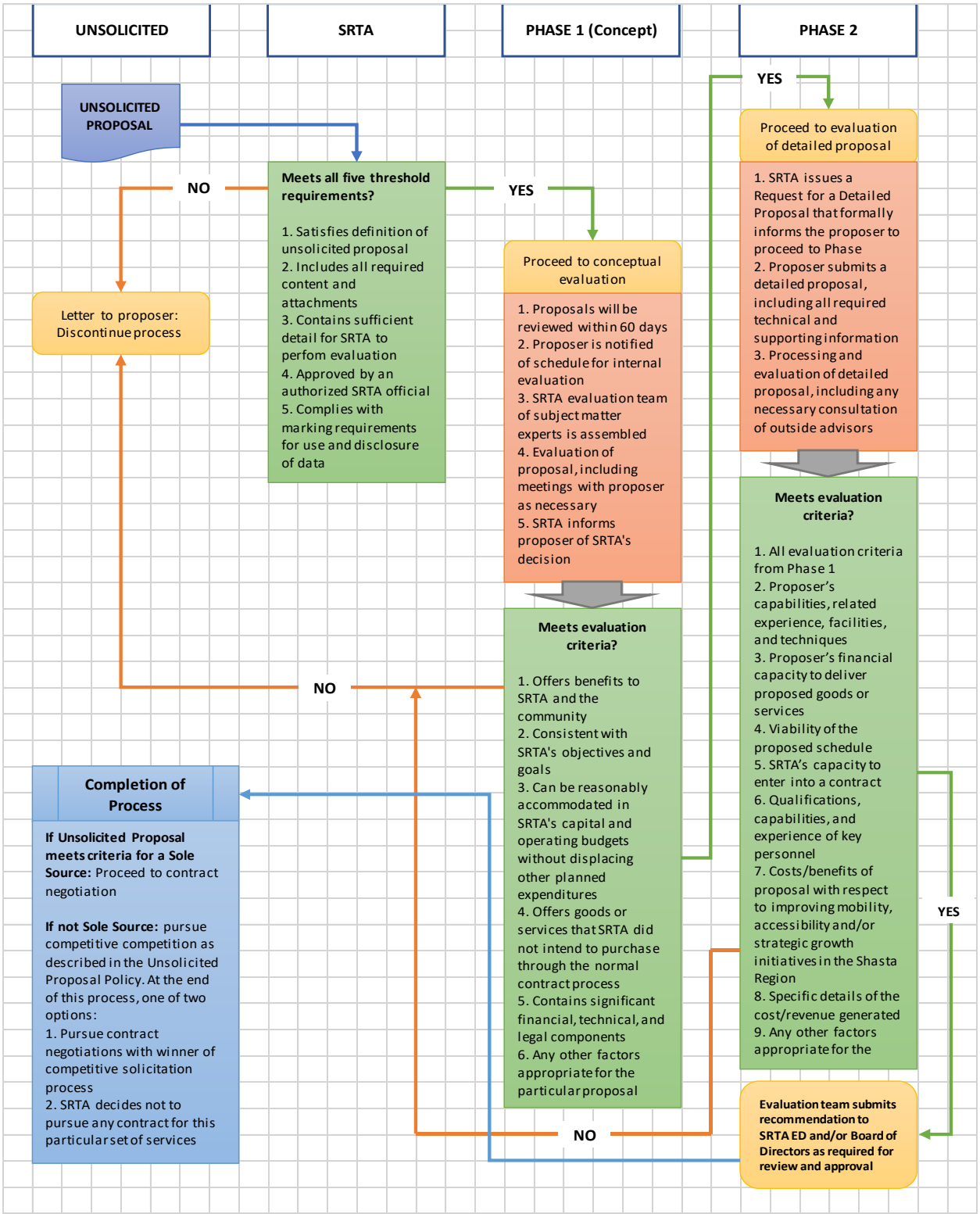


EXHIBIT B

A. **CONCEPTUAL PROPOSAL THRESHOLD REQUIREMENTS**

1. Promptly acknowledge receipt of the proposal (email or letter to proposer); and
2. Determine whether the proposal meets the threshold requirements of an Unsolicited Proposal.
3. Before initiating a Phase One evaluation, SRTA staff will determine if the Conceptual Proposal meets the following threshold requirements:
    a. Satisfies the definition of an Unsolicited Proposal;
    b. Includes all required content and attachments;
    c. Contains sufficient detail to enable SRTA to perform an adequate evaluation;
    d. Has been approved by a responsible official or other representative authorized to contractually obligate the proposer; and
    e. Complies with the marking requirements for use and disclosure of data.

B. **CONCEPTUAL PROPOSAL THRESHOLD REQUIREMENTS (SRTA PROCEDURES)**

1. Log the proposal and assign it a number;
2. Set and notify the proposer of the schedule for internal evaluation;
3. Assemble an evaluation team;
4. Schedule a meeting with the proposer, if it's determined that a meeting would be helpful to more fully understand the proposal;
5. Facilitate the evaluation process as needed; and
6. Notify the proposer of SRTA's decision. The possible outcomes may be to discontinue the process, proceed to Phase Two, or pursue a competitive procurement. SRTA will provide a general explanation of the reasons for the decision.

C. **PHASE TWO DETAILED PROPOSAL - PROCESSING**

1. Essential terms and conditions that could be part of a subsequent agreement between SRTA and the proposer;
2. A goal for participation of disadvantaged business enterprises (DBE);
3. Schedule and important deadlines for the proposer;
4. Evaluation criteria; and
5. Requests for specific modifications or clarifications to the scope of the original proposal.

D. **PHASE TWO DETAILED PROPOSAL - CONTENT DETAILED PROPOSAL**

1. Technical Information:

a. Names and professional information of the proposer's key personnel who would be committed to the project;

b. Type of support needed from SRTA; e.g., facilities, equipment, materials, or personnel resources; and

c. Type of support being provided by the proposer;

d. A sufficiently detailed description of the scope of work being offered to allow SRTA to evaluate the value received for the price proposed;

e. Proposed price or total estimated cost for the effort and/or the revenue generated in sufficient detail for meaningful evaluation and cost analysis, including an annual cash flow for the project and annual or future costs to operate and maintain;

f. A schedule for the implementation, including specific details for any services to be provided by SRTA; and

g. Proposed duration of the effort.

2. Supporting Information:

a. Type of contract being sought by the proposer (the final determination on the type of contract shall be made by SRTA, should SRTA decide to proceed with a contract);

b. Description of the proposer's organization, previous experience in the field, and facilities to be used;

c. Required statements and disclosures, if applicable, about organizational conflicts of interest or other potential issues; and

d. Information, in the form of SRTA's Pre-Qualification Application (see Exhibits D & E) demonstrating to SRTA that the proposer has the necessary financial resources to complete the project, as determined by SRTA staff. Such information may include (i) financial statements, including an Auditor's Report Letter or an Accountant's Review Letter, Balance Sheets, Statements of Income and Stockholder's Equity, and a Statement of Change in Financial Position; (ii) unaudited balance sheets; (iii) names of banks or other financial institutions with which the proposer conducts business; and (iv) letter of credit commitments.

E. **PHASE TWO DETAILED PROPOSAL - EVALUATION DETAILED PROPOSAL**

1. Evaluation Criteria:

a. At Phase Two, the evaluation team will confirm the proposal meets the same evaluation criteria set forth in Phase One, in addition to the following minimum factors, and any additional criteria set out in the Request for Detailed Proposal:

i. The proposer's capabilities, related experience, facilities, techniques, or unique combinations of these which are integral factors for achieving the proposal objectives;

ii. The proposer's financial capacity to deliver the goods or services defined in the proposal;

iii. Viability of the proposed schedule and SRTA's ability to meet activities required;

iv. SRTA's capacity to enter into a contract under its current debt authorization;

v. The qualifications, capabilities, and experience of key personnel who are critical in achieving the proposal objectives;

vi. The relative costs and benefits of the proposal with respect to improving mobility, accessibility, and/or strategic growth initiatives in the Shasta Region;

vii. The specific details of the cost/revenue generated; and

viii. Any other factors appropriate for the proposal.

F. **PHASE TWO DETAILED PROPOSAL - UNSOLICITED PROPOSAL - COMPETITIVE SOLICITATION PROCESS**

1. Receipt: SRTA will publicize its receipt of the Unsolicited Proposal by posting on SRTA's website for purchasing opportunities.
2. Adequate Description: SRTA's publication of its receipt of the Unsolicited Proposal will include an adequate description of the property or services offered without improperly disclosing proprietary information or disclosing the originality of thought or innovativeness of the property or services sought.
3. Interest in the Property or Services: SRTA also will publicize its interest in acquiring the property or services described in the proposal using the same or similar methods provided above.
4. Adequate Opportunity to Compete: SRTA will provide an adequate opportunity for interested parties to comment or submit competing proposals, and/or requests for an opportunity to respond within a time frame (minimum of 14 days).

Contract Award Based on Proposals Received: Finally, SRTA will publicize its intention to award a contract based on the Unsolicited Proposal or another proposal submitted in response to the publication using the same or similar methods provided above.

Procurement Steps:
Competitive Proposal for Services other than A&E (RFP)
One-Envelope – Best Value
SRTA Procurement Policies and Procedures Manual Section 2.35.020.023E

Project:
Project Manager:
Procurement No:

Procurement Step	PM Initial/Date	CFO Initial/Date
1. Identify the need to contract out for services.		
2. Staff is required to follow the SRTA Standard of Conduct policy (Appendix 3) when carrying out procurement or contracting functions. Review the policy prior to commencing procurement activities.		
3. Staff should perform a cost or price analysis for every procurement action, including contract modifications and amendments. The starting point for cost/price analysis is the Independent Cost Estimate. The degree of analysis and detail depends on the size and complexity of the procurement. Complete the Independent Cost Estimate Scope of Work, Summary and Staffing Plan (Appendix 24).		
4. Complete the Procurement Requisition Form (Appendix 2) to initiate the procurement process.		
5. Determine the method of procurement by completing the Method of Procurement Selection Form (Appendix 10).		
6. Determine the method of payment for the procurement by completing the Contract Payment Type Selection Form (Appendix 30).		
7. Develop the solicitation (RFP). The RFP should contain sufficient information to enable prospective offerors to prepare responsive proposals. The solicitation should be as complete as possible with respect to the items identified in Section 023E(3)(d). The RFP must also include evaluation factors and their relative importance (cost must be a factor), the method for conducting technical evaluations of the proposals received and for selecting awardees, as well as protest procedures. (Section 023E(2)). Include a copy of the draft contract.		

Procurement Step	PM Initial/Date	CFO Initial/Date
8. Publicize the RFP per instructions in Section 023E(12)(a)&(b).		
9. Hold a pre-proposal meeting, if necessary, to brief prospective offerors as early as possible after the RFP has been issued and before proposal are due. Yes/No		
10. Establish the Evaluation Committee(s) of technically qualified personnel, including at least one non-SRTA staff member in procurements exceeding $50,000. All members must read Evaluator (Consultant/Contractor Evaluation Committee) Guidelines (Appendix 7) and complete the Declaration Concerning Conflicts for Evaluators (Appendix 8).		
11. Document receipt of all proposals – time and date stamp.		
12. Ensure that responses to the RFP include a list of all proposed sub-consultants/contractors, their area of work and certified U/DBEs, as well as a cost proposal which will be used as an evaluation factor. (Subconsultant List, Appendix 13)		
13. Upon receipt of three or more responsive proposals, move to step 14. In the absence of three responsive proposals, readvertise.		
14. Short list firms that are deemed responsible and responsive (Responsive Bidder/Proposer Checklist for RFP Appendix 11) and receive the highest scores according to criteria included in the RFP. DOCUMENT the scoring process!		
15. Send Notice to Short-Listed Proposers (Appendix 18) to successful proposers and Notice to Proposers Not Making Short-List (Appendix 19) These notices trigger the protest period.		
16. Interview top-ranked firms, if necessary. Ensure that the criteria established in the RFP is used to score the interview.		

Procurement Step	PM Initial/Date	CFO Initial/Date
17. Summarize findings of the evaluation committee in a recommendation memo to the Executive Director.		
18. Upon the Executive Director's approval, enter into negotiations with the recommended firm after sending the Notice of Intent to Award (Appendix 16b). Send the Notice of Intent to Enter into Negotiations with Another Proposer (Appendix 17) to proposers who are not selected for negotiations.		
19. Use cost proposals of the recommended firm as the basis for negotiations and document the process in the Record of Negotiation (Appendix 27).		
20. Perform a price analysis to determine the reasonableness of the proposed contract price. (Appendix 33).		
21. Once negotiations are complete, prepare a contract incorporating the negotiated terms and conditions for the Executive Directors signature and the Recommendation for the Selection of a Contractor Memo Template (Appendix 6).		
22. Send Post-Award Notice to Unsuccessful Proposers (Appendix 21).		
23. After the protest period has ended, issue Notice to Proceed (Appendix 29).		
24. Place all documentation into Procurement File.		

Procurement Steps **Project:**
Competitive Proposal for A&E Services **Project Manager:**
Two-Envelope – Lowest Price **Procurement No:**
SRTA Procurement Policies and Procedures Manual Section 23F and Chapter 10 of Caltrans Local Assistance Procedures Manual

Procurement Step	PM Initial/Date	CFO Initial/Date
1. Identify the need to contract out for services.		
2. Staff is required to follow the SRTA Standard of Conduct policy (Appendix 3) when carrying out procurement or contracting functions. Review the policy prior to commencing procurement activities.		
3. Staff should perform a cost or price analysis for every procurement action, including contract modifications and amendments. The starting point for cost/price analysis is the Independent Cost Estimate. The degree of analysis and detail depends on the size and complexity of the procurement. Complete the Independent Cost Estimate Scope of Work, Summary and Staffing Plan (Appendix 24).		
4. Complete the Procurement Requisition Form (Appendix 2) to initiate the procurement process.		
5. Determine the method of procurement by completing the Method of Procurement Selection Form (Appendix 10).		
6. Determine the method of payment for the procurement by completing the Contract Payment Type Selection Form (Appendix 30).		
7. Develop the solicitation (RFQ). The RFP should contain sufficient information to enable prospective offerors to prepare responsive proposals. The solicitation should be as complete as possible with respect to the items identified in Section 023E(3)(d). The RFQ must also include evaluation factors and their relative importance the method for conducting technical evaluations of the proposals received and for selecting awardees, as well as protest procedures. (Section 023E(2)). The RFP should include the requirement that separately sealed costs be submitted. Also, include a copy of the draft contract.		

Procurement Step	PM Initial/Date	CFO Initial/Date
8. Publicize the RFQ per instructions in Section 023E(12)(a)&(b)		
9. Hold a pre-proposal meeting, if necessary, to brief prospective offerors as early as possible after the RFP has been issued and before proposal are due. Yes/No		
10. Establish the Evaluation Committee(s) of technically qualified personnel, including at least one non-SRTA staff member in procurements exceeding $50,000. All members must read Evaluator (Consultant/Contractor Evaluation Committee) Guidelines (Appendix 7) and complete the Declaration Concerning Conflicts for Evaluators (Appendix 8).		
11. Document receipt of all proposals – time and date stamp.		
12. Upon receipt of three or more responsive proposals, move to step 14. In the absence of three responsive proposals, readvertise.		
13. The Evaluation Committee will determine offerors relative qualifications to perform the work. Offerors' cost proposals will remain sealed.		
14. Ensure that responses to the RFQ include a list of all proposed sub-consultants/contractors, their area of work and certified U/DBEs. (Subconsultant List, Appendix 13)		
15. Short list firms that are deemed responsible and responsive (Responsive Bidder/Proposer Checklist for RFP/RFQ Appendix 11) and receive the highest scores according to criteria included in the RFP. *Document the scoring process!*		
16. Send Notice to Short-Listed Proposers (Appendix 18) to successful proposers and Notice to Proposers Not Making Short-List (Appendix 19) These notices trigger the protest period.		

Procurement Step	PM Initial/Date	CFO Initial/Date
17. Interview top-ranked firms, if necessary. Ensure that the criteria established in the RFQ is used to score the interview.		
18. Summarize the findings of the Evaluation Committee in a recommendation memo to the Executive Director.		
19. Upon the Executive Director's approval, enter into negotiations with only the most qualified offeror after sending the Notice of Intent to Award (Appendix 16b). Send the Notice of Intent to Enter into Negotiations with Another Proposer (Appendix 17) to offerors not selected for negotiations. (These notices trigger the protest period.) Open only the cost proposal of the most qualified offeror and negotiate the level of effort and profit.		
20. Failing agreement with the most qualified offeror, negotiations with the next most qualified offeror should be conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable. Document the process in the Record of Negotiation (Appendix 27).		
21. Perform a cost analysis to determine the reasonableness of the proposed contract price. (Appendix 32).		
22. Once negotiations are complete, prepare a contract incorporating the negotiated terms and conditions. Prior to executing the contract, follow the steps outlined in Chapter 10 of the Caltrans Local Assistance Procedures Manual to obtain approval and a financial review of the consultant's indirect cost rate.		
23. Upon receipt of Caltrans approval, submit the Recommendation for the Selection of a Contractor Memo Template (Appendix 6) and the contract to the Executive Director for his/her concurrence and approval.		
24. Send Post-Award Notice to Unsuccessful Proposers (Appendix 21).		
25. After the protest period has ended, issue Notice to Proceed (Appendix 29).		

Procurement Step	PM Initial/Date	CFO Initial/Date
26. Place all documentation into Procurement File.		

Procurement Steps **Project:**
Competitive Proposal for Services other than A&E (RFP) **Project Manager:**
Two-Envelope – Lowest Price **Procurement No:**
SRTA Procurement Policies and Procedures Manual Section 23E

Procurement Step	PM Initial/Date	CFO Initial/Date
1. Identify the need to contract out for services.		
2. Staff is required to follow the SRTA Standard of Conduct policy (Appendix 3) when carrying out procurement or contracting functions. Review the policy prior to commencing procurement activities.		
3. Staff should perform a cost or price analysis for every procurement action, including contract modifications and amendments. The starting point for cost/price analysis is the Independent Cost Estimate. The degree of analysis and detail depends on the size and complexity of the procurement. Complete the Independent Cost Estimate Scope of Work, Summary and Staffing Plan (Appendix 24).		
4. Complete the Procurement Requisition Form (Appendix 2) to initiate the procurement process.		
5. Determine the method of procurement by completing the Method of Procurement Selection Form (Appendix 10).		
6. Determine the method of payment for the procurement by completing the Contract Payment Type Selection Form (Appendix 30).		
7. Develop the solicitation (RFP). The RFP should contain sufficient information to enable prospective offerors to prepare responsive proposals. The solicitation should be as complete as possible with respect to the items identified in Section 023E(3)(d). The RFP must also include evaluation factors and their relative importance (cost must be a factor), the method for conducting technical evaluations of the proposals received and for selecting awardees, as well as protest procedures. (Section 023E(2)). The RFP should include the requirement that separately sealed costs be submitted. Include a copy of the draft contract.		

Procurement Step	PM Initial/Date	CFO Initial/Date
8. Publicize the RFP per instructions in Section 023E(12)(a) & (b)		
9. Hold a pre-proposal meeting, if necessary, to brief prospective offerors as early as possible after the RFP has been issued and before proposal are due. Yes/No		
10. Establish the Evaluation Committee(s) of technically qualified personnel, including at least one non-SRTA staff member in procurements exceeding $50,000. All members must read Evaluator (Consultant/Contractor Evaluation Committee) Guidelines (Appendix 7) and complete the Declaration Concerning Conflicts for Evaluators (Appendix 8).		
11. Document receipt of all proposals – time and date stamp.		
12. Upon receipt of three or more responsive proposals, move to step 14. In the absence of three responsive proposals, readvertise.		
13. The Evaluation Committee will determine which offerors meet the pass/fail criteria. The cost proposals of those offerors will then be opened and the offeror with the lowest price is selected for recommendation to the Executive Director.		
14. Ensure that responses to the RFP include a list of all proposed sub-consultants/contractors, their area of work and certified U/DBEs, as well as a cost proposal which will be used as an evaluation factor. (Subconsultant List, Appendix 13)		
15. Summarize the findings of the Evaluation Committee in a recommendation memo to the Executive Director.		

16. Upon the Executive Director's approval, enter into negotiations with only the offeror with the lowest price after sending the Notice of Intent to Award (Appendix 16b). Send the Notice of Intent to Enter into Negotiations with Another Proposer (Appendix 17) to offerors not selected for negotiations. These notices trigger the protest period.		
Procurement Steps	**PM Initial/Date**	**CFO Initial/Date**
17. Failing agreement with the lowest price offeror, negotiations with the next lowest price offeror should be conducted until a contract award can be made to the lowest priced qualified offeror. Document the process in the Record of Negotiation (Appendix 27).		
18. Perform a price analysis to determine the reasonableness of the proposed contract price. (Price Analysis Form, Appendix 33).		
19. Once negotiations are complete, prepare a contract incorporating the negotiated terms and conditions for the Executive Directors signature and the Recommendation for the Selection of a Contractor Memo Template (Appendix 6).		
20. Send Post-Award Notice to Unsuccessful Proposers (Appendix 21).		
21. After protest period has ended, issue Notice to Proceed (Appendix 29).		
22. Place all documentation into Procurement File.		

SOLE SOURCE APPROVAL	Appendix 1

Project Manager: _____ Date: _____

Contractor/Consultant/Vendor: _____

Project Number: _____ Contract Amount: $ _____

Project Description:

Notice: Contracting without providing for the full and open competition is prohibited unless justified on one or more of the boxes below. A requisition must be attached to this form.

THE FOLLOWING MUST BE ANSWERED AFFIRMATIVELY

BY MARKING THE BOXES BELOW, YOU ARE AFFIRMING THAT THE FOLLOWING STATEMENTS ARE TRUE.

- ☐ The need for a sole source is not due to a failure to plan or a lack of advanced planning.
- ☐ The need for a sole source is not due to concerns about the amount of Federal assistance available to support the procurement (for example, expiration of Federal assistance available for the award).

JUSTIFICATION FOR AWARD OF SOLE SOURCE CONTRACT (W/FEDERAL FUNDING)

- ☐ Staff solicited competitive bids and was unable to obtain a responsive bidder.
- ☐ The grantor agency providing the federal funds has approved sole source procurement.
- ☐ The service is only available from a single source because the contractor will be required to use confidential information, intellectual property, or trade secrets owned by the contractor.
- ☐ The federal grantor agency made the award of funds being used based on RTPA's use of a particular team of contractors, and the contractor listed above is one of the team members identified in the funding application.
- ☐ The work is necessary to continue the development or production of highly specialized equipment or components thereof, and it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition or when it is likely that award to another contractor would result in unacceptable delays in fulfilling RTPA's needs.
- ☐ Sole source is authorized by statute, or only one contractor can comply with specific statutory requirements.
- ☐ A national emergency exists, and a particular facility or contractor is needed to achieve mobilization.
- ☐ The disclosure of RTPA's needs in a public procurement process would compromise national security.
- ☐ A particular expert or neutral person's services are needed for a current protest, dispute, claim, or litigation.
- ☐ Competitive procurement is precluded by the terms of an international agreement or treaty or the written directions of a foreign government providing reimbursement for the cost of the supplies or services.
- ☐ To establish or maintain an educational or other nonprofit institution or a federally funded research and development center that has or will have essential engineering, research, or development capability.

ADDITIONAL JUSTIFICATIONS FOR AWARD OF SOLE SOURCE CONTRACT (W/NO FEDERAL FUNDING)
☐ Only one contractor/consultant/vendor who can provide unique/highly specialized item/ service.
☐ Economy or efficiency supports award to existing contractor/consultant as a logical follow-on to work already in progress under a competitively awarded contract.
☐ Cost to prepare for a competitive procurement exceeds the cost of the work or item.
☐ The item is an integral repair part or accessory compatible with existing equipment.
☐ The item or service is essential in maintaining research or operational continuity.
☐ The item/service is one with which staff members who will use the item/service have specialized training and/or expertise and retraining would incur a substantial cost in time and/or money.

EXPLANATION:

PROCUREMENT REQUISITION

(STARTS THE PROCUREMENT PROCESS FOR A PURCHASE OR CONTRACT)

Contract #: Contract Amendment # (If applicable) Task Order # (if applicable): Task Order Amendment # (If applicable) Is this procurement a sole source? ☐ YES ☐ NO	Date Complete Package is Received by Chief Fiscal Officer Procurement Type: Purchase Order #: Vendor ID:
COMPLETE ALL APPLICABLE FIELDS BEGINNING HERE DOWN TO THE CONFIRMATION SIGNATURE SECTION	
Requestor Name: Date:	
Department: Extension:	
OWP Number(s): Cost Code:	
Total Contract: $ ☐ UDBE ____% ☐ DBE ____% ☐ Not Applicable	
This Task Order: $ ☐ UDBE ____% ☐ DBE ____% ☐ Not Applicable	

Procurement Justification:

Independent Cost Estimate (ICE): $

Every procurement requires a cost or price analysis that begins with an ICE. Procurements less than $5,000 may use a simplified ICE form. Procurements over $50,000 should use a standard ICE form listing hours, classifications, and rates by tasks. By approving this requisition, the requester attests that the ICE is a fair and reasonable estimation of costs that was independently prepared prior to solicitation.

QTY – use "1" U/M – use "lot" DESCRIPTION – describe services or product UNIT COST – individual cost EXTENDED COST – QTY multiplied by UNIT COST

QTY	U/M	DESCRIPTION	UNIT COST	EXTENDED COST
				$0.00
				0.00
				0.00
				0.00
			SUBTOTAL	$0

ATTACHMENTS (as applicable):

☐ Scope of Work and Schedule ☐ Payment/Fee Schedule ☐ Quotes
☐ ICE ☐ RON ☐ Sole Source Justification
☐ Other (SPECIFY):

TAX	
FREIGHT	
TOTAL PRICE	$

Funding Source: (CHECK/DEFINE ALL THAT APPLY)

Federal	☐ YES ☐ NO	☐ FTA ☐ FHWA ☐ Other (DEFINE):
State	☐ YES ☐ NO	Caltrans or Other State Funding Description:
Local	☐ YES ☐ NO	☐ Other (DEFINE):
Grant	☐ YES ☐ NO	Contract Number (for grant): Grant Number: $ Amount: Grant Description: Grantor Pass-Thru Funding Obligations? ☐ YES ☐ NO

VENDOR INFORMATION	DELIVERY ADDRESS
Name:	
Address:	
Tax ID:	
Phone: Fax:	
Contact: Email:	

CONFIRMATION/APPROVAL SIGNATURE(S)

*By approving the requisition, project manager asserts that the SOW for this procurement is within the SOW of the underlying agreement.

Project Manager: Date:
Chief Fiscal Officer: Date:
Executive Director: Date:

Appendix 3
Shasta Regional Transportation Agency
Standard of Conduct

I. Introduction and Applicability

This document established the standard of conduct applicable to all Shasta Regional Transportation Agency (SRTA)staff.

II. Guide to Ethical Decision Making

To assist in fostering a climate of ethical awareness, conduct, and decision making at SRTA, staff may find it useful to refer to or consider, either by themselves or if they are uncertain, in conjunction with the Executive Director and SRTA legal counsel, the following five questions:

1. Is the decision or conduct lawful?
2. Is the decision or conduct consistent with SRTA's policies and goals?
3. Can the decision or conduct be justified in terms of public interest and would it withstand public scrutiny?
4. What will the outcome be for the staff member, other staff, SRTA, and others?
5. Do these outcomes raise a conflict of interest or lead to private gain to the staff member or the staff member's family at SRTA expense?

Recognizing a Conflict of Interest

1. In addition to the provisions of the Political Reform Act, as enforced by the Fair Political Practices Commission, conflict of interest exists when it is likely that a staff member could be influenced, or could be perceived to be influenced, by a personal interest in carrying out their duties of employment. Conflict of interest that leads to biased decision making may constitute corrupt conduct.

2. No staff member shall participate in the selection, or in the award or administration of, a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the staff member, any member of his or her immediate family, his or her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

3. Some related interests that may give rise to a conflict of interest include:
    a. Personal beliefs or attitudes that influence the impartiality of advice given;
    b. Personal relationships with the people SRTA is dealing with that go beyond the level of a professional working relationship;
    c. Secondary employment that compromises the integrity of the employee and SRTA.

4. In all purchases for SRTA, any practices which might result in unlawful activity are prohibited including, but not limited to, rebates, kickbacks, or other unlawful considerations. SRTA staff are specifically prohibited from participating in the selection process when those staff have a close personal relationship, family relationship, or business relationship with a person or business entity seeking a contract. An individual employee may often be the only person aware of the potential for conflict. It is, therefore, their responsibility to avoid any financial or other interest that could compromise the impartial performance of their duties, and disclose any potential or actual conflict of interest to the Executive Director.

5. If a staff member is uncertain whether a conflict exists, he/she should discuss the related interest matter with the Executive Director and attempt to resolve any conflicts of interest that may exist. To resolve any conflict of interest that occurs, or could occur, a range of options is available, depending upon the significance of the conflict. These options include:

    a. Recording the details of the disclosure and taking no further action because the potential for conflict is minimal or can be eliminated by disclosure or effective supervision;

    b. The staff member relinquishing the personal interest;

    c. The staff member being removed from the task/activity/situation where the conflict could occur.

6. Disputes over alleged conflicts of interest should be resolved by the Executive Director.

Prohibition Against Financial Interest in a Contract

1. It is unlawful for any Designated Staff to be financially interested in any contract made by them in their official capacity.

2. It is unlawful for any contract to be made by the SRTA Board or any committee established by SRTA's Board or a committee if any individual member of the body has a financial interest in the contract.

3. For purposes of the prohibitions set forth above in subsections 1 and 2 of this section, the term financial interest means any interest, other than a remote interest as prescribed in California Government Code section 1091 or a non-interest prescribed in California Government Code section 1091.5, which would prevent the Designated Staff involved from exercising absolute loyalty and undivided allegiance to the best interests of SRTA.

4. Any Designated Staff with a remote interest in a prospective contract of SRTA's must disclose the existence of the remote interest to the committee or other body on which the Designated Staff is a member if that committee has any role in creating, negotiating, reviewing, or approving the contract; and the Designated Staff must abstain from influencing or anticipating in the creation, negotiation, review, or approval of the contract.

Prohibition Against Influencing SRTA Decisions Affecting Economic Interests

1. It is unlawful for any Designated Staff to knowingly influence a SRTA decision if it is reasonably foreseeable that the SRTA decision will have a material financial effect on:
    a. the Designated Staff or a member of his or her immediate family, if the material financial effect is distinguishable from its effect on the public generally; or
    b. any of the following economic interests:
        1) any business entity in which the Designated Staff or a member of the Designated staff's immediate family has invested $2,000 or more; and
        2) any business entity for which the Designated Staff or a member of the Designated Staff's immediate family is a director, officer, partner. trustee, employee, or holds any position of management; and
        3) any real property which the Designated Staff or a member of the Designated Staff's immediate family has invested $2,000 or more; and
        4) any person from whom a Designated Staff or a member of the Designated Staff's immediate family has received (or by whom you have been promised) $500 or more in income within twelve months prior to the municipal decision; and
        5) any person from whom a Designated Staff or a member of the Designated Staff's immediate family has received gifts which total $420 or more within twelve months prior to the municipal decision. This gift threshold is subject to adjustment as set forth in Title 2, section18940.2, of the California Code of Regulations; and
        6) the personal expenses, income, assets, or liabilities of a Designated Staff or a member of the Designated Staff's immediate family.

2. For purposes of this section, "material financial effect" has the same meaning as that term is used in Title 2, sections 18705 through 18705.5 of the California Code of Regulations.

Prospective Employment of Designated Staff

1. It is unlawful for any Designated Staff to make, participate in making, or use his or her official position with SRTA to influence a SRTA decision involving the interests of a person with whom he or she is seeking, negotiating, or securing an agreement concerning future employment.

2. It is unlawful for any person who has a matter pending before SRTA to negotiate, directly or indirectly, knowingly or willfully, the possibility of future employment of a Designated Staff who is making, participating in making, or using his or her official position to influence, a SRTA decision concerning that matter.

Restrictions Concerning Contracts and Procurements by Current and Former Employees

1. Notwithstanding any other section of this Policy, SRTA shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the Executive Director finds that special circumstances exist which justify the approval of such contract:
    a. Persons employed by SRTA;

b. Profit-making firms or businesses in which SRTA employees serve as officers, principals, partners, or major shareholders;

c. Persons who, within the immediately preceding six (6) months, were employed by SRTA and (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and

d. Profit-making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners, or major shareholders.

III. Definitions

- **Compensation**: The receipt of any monetary or non-monetary payment for the services or time of a person. Compensation includes, but is not limited to, salary, wages, fees, and any discount or economic opportunity not made available in the regular course of business to members of the public.

- **Confidential Information**: (a)At the time of the use or disclosure of the information, the disclosure is prohibited by a statute, regulation, or rule which applies to SRTA; or (b) the information is not general public knowledge and will have, or could reasonably be expected to have, a material financial effect on any source of income, investment, or interest in the real property of SRTA; or (c) the information pertains to pending contract, labor, or real property negotiations and disclosing the information could reasonably be expected to compromise the bargaining position of SRTA; or (d) the information pertains to pending or anticipated litigation and disclosing the information could reasonably be expected to compromise the ability of SRTA to successfully defend, prevail in, or resolve the litigation.

- **Designated Staff**: Any SRTA staff member who is required to file a statement of economic interests pursuant to the California Political Reform Act of 1974 (Form 700), as amended.

- **Person**: Means any individual, business entity, trust, corporation, association, committee, or any other organization or group of persons acting in concert, whether for profit or not for profit.

- **Public Agency**: Means the United States or any of its agencies; the State of California; a city; any political subdivision of the State, including counties and districts; or any public corporation, agency, or commission.

- **Position of Substantial Responsibility**: Means a position in which a person took part personally and substantially by rendering a decision, approval, or disapproval for a department's projects; by making a formal written recommendation; by conducting an investigation; by rendering advice on a significant basis; or by using confidential information.

- **SRTA Decision**: (a) The drafting, introduction, consideration, reconsideration, adoption, defeat, or repeal of any ordinance or resolution; and (b) the amendment of any ordinance or resolution; and (c) a report by SRTA staff to the Board or a committee; and (d) contracts; and (e) quasi-judicial decisions, including: (1) any decision on a land development permit, map, or other

matter; or (2) any declaration of debarment; and (f) any other decision of the Board or a SRTA committee.

IV. Goals and Objectives

SRTA staff, Board members and the community at large have a right to expect the business of SRTA to be conducted with efficiency, fairness, impartiality, and integrity. Employment at SRTA carries with it an obligation to the public interest. It requires standards of professional behavior from staff that promote and maintain public confidence and trust. At the same time, staff should not be subject to unnecessary restrictions simply because they work for SRTA. Staff has all the normal rights of persons under state and federal law. Although no one set of rules can answer all ethical questions, this Standard of Conduct provides SRTA staff with an ethical framework for their decisions, actions, and behavior. In this regard, it explains the principles covering appropriate conduct in a variety of contexts and outlines the minimum standard of behavior expected of staff. Staff is expected to comply with this policy as well as all other state and federal laws regarding employment by public agencies including, but not limited to, conflict of interest laws.

V. General Principles

Staff must abide by the following principles when doing their work:

1. Staff are to implement the policies and decisions of SRTA in an impartial manner. In particular, staff shall comply with all applicable laws regarding conflicts of interest, including, but not limited to, the California Political Reform Act, and the provisions of the California Government Code regarding Prohibited Interests in Contracts, as these laws may be amended from time to time.
2. Staff are to treat their colleagues and members of the public fairly and consistently, in a non-discriminatory manner with proper regard for their rights and obligations. In this regard, staff should perform their duties in a professional and responsible manner. They should ensure that their decisions and actions are reasonable, fair, and appropriate to the circumstance, based upon consideration of all the relevant facts and supported by adequate documentation.
3. Staff are to promote confidence in the integrity of SRTA and always act in the public interest and not in their private interest while conducting SRTA business. Staff should protect the reputation of SRTA. They should not engage in activities, at work or outside work that would bring SRTA into disrepute.
4. Staff are to provide relevant and responsible service to the public and other staff, providing necessary and appropriate assistance. They should provide information promptly and in an appropriate format that is easy for the recipient to understand. The information should be clear, accurate, and complete.
5. Staff should keep up to date with advances and changes in their area of expertise and look for ways to improve performance and achieve high standards of work. They should use their authority, available resources, and information only for the work-related purpose intended.

VI. Acceptance of Gifts, Benefits, or Gratuities

In addition to requirements set forth in the Political Reform Act, as enforced by the Fair Political Practices Commission, staff should not accept gifts or benefits that are intended to, likely to, or be perceived to cause staff to act in a partial manner in the course of their duties. Staff will neither solicit nor accept gifts, gratuities, favors, or anything of monetary value equal to or in excess of $50 on an annual,

aggregate basis from potential or current consultants or contractors, parties to sub-agreements, or other contracting parties. General guidance regarding these limitations may be found below. Gifts: Staff are prohibited from accepting gifts from vendors or from representatives of any non-governmental organization that provides, or is desirous of contracting with SRTA if the aggregate annual value of the gift or gifts will equal or exceed $50. This prohibition applies to any gift, gratuity, favor, entertainment, or loan, and includes such items as liquor, lodging, travel, food, and tickets to public functions (sports events, theater, etc.).

1. Business Related Functions: Acceptance of an invitation to join a vendor at a function being attended for official agency business may be permitted by the Executive Director. Included in this category are luncheon meetings, lunches incidental to a business meeting held before or after the lunch period, and business-related dinners.

2. Industry Meetings: At industry meetings, seminars, or other related functions where the employee's attendance is being funded by SRTA, it is permissible to accept hospitality at activities that are provided for the benefit of all industry people and are commonly accepted as being a part of the group activities. The maximum annual aggregate amount of gifts an employee may accept from a particular vendor must be less than $50.

3. Entertainment: SRTA staff may not be guests of a vendor, purchaser, contractor, or representative of a service organization at a sports event, theater, etc. These activities are not connected with SRTA business and could be criticized by the public or competitors of the host. The reason a company would act as such a host could be because the vendor, purchaser, contractor, etc. wants to solidify its position, influence the decision of the guest, or show its appreciation. When confronted with doubtful situations, SRTA staff should refuse the offer. The possibility of placing oneself, or SRTA, in a compromising position is thus avoided.

VII. Reporting Corrupt Conduct

Staff is urged to report suspected corrupt conduct to the Executive Director.

November 2018

Appendix 4

Contractor's Statement of Experience and Financial Condition

CONFIDENTIAL

Contractor's Statement of Experience
and
Financial Condition
(Updated ____ 2014)

To be submitted to the Shasta Regional Transportation Agency (SRTA)

Submitted by: _____
Name of Firm

Address: _____
Street or P.O. Box

_____
City State ZIP Code

Contractor Primary Point of Contact: _____

Telephone: _____ Email: _____
(Area Code) xxx-xxxx

Contract No.: _____

Contract Bid Amount: _____ Project CIP No.: _____

Bid Date: _____

Submittal Date: _____

All pages of the questionnaires and financial statements should be marked "CONFIDENTIAL".

Shasta Regional Transportation Agency
1255 East Street, Suite 202 Redding, CA 96001

TABLE OF CONTENTS

CONTENTS

Instructions……

For Submitting……

Frequency of Submission……

Evaluation of CSOEFC……

Age of Financial Information……

Data Required……

Affidavits……

Accountant's Certificate……

Licensing……

Completeness……

Bidding Information……

Review Process……

SRTA Qualification Regulations……

TABLE OF EXHIBITS

EXHIBIT No.	DESCRIPTION	PAGE No.
1	CONTRACTOR'S STATEMENT OF EXPERIENCE	
2	AFFIDAVIT	
3	INDEPENDENT AUDITOR'S REPORT	
4	CONTRACTOR'S FINANCIAL STATEMENT	
5	SUBORDINATION OF NOTES OR ACCOUNTS PAYABLE	
6	GENERAL STATEMENT OF BANK CREDIT	

INSTRUCTIONS FOR SUBMITTING

Contractor's Statement of Experience and Financial Condition (CSOEFC)

FREQUENCY OF SUBMISSION

A new CSOEFC will be required each time a bidder responds to an invitation for bid for a SRTA project containing a requirement for submission of a CSOEFC. The CSOEFC will no longer be valid for one year. It shall be the contractor's responsibility to ensure that the CSOEFC will be applicable to the project for which the CSOEFC is being submitted and that all information in the CSOEFC is up to date and accurate.

EVALUATION OF CSOEFC

For Invitations for Bids (IFBs), SRTA shall only evaluate the CSOEFC of the apparent lowest bidder. If the apparent low bidder does not meet the required qualifications, only then will SRTA evaluate the next apparent lowest bidder.

AGE OF FINANCIAL INFORMATION

SRTA reserves the right to reject statements in which the financial condition shown is twelve months or more prior to the date the CSOEFC was required to be submitted.

DATA REQUIRED

All applicable portions of the form should be filled out completely, with schedules being attached if the space provided is not sufficient.

It will be acceptable, in lieu of completing the specific schedules in the financial portion of the statement, for the contractor to submit the customary accountant's report and schedules, provided that they include all of the information specifically requested in the form.

It is essential that the questions regarding construction experience be completed as such experience is a major consideration in establishing qualifications.

AFFIDAVITS

The appropriate affidavit must be completely executed or the statement will be returned. Where a consolidated statement is submitted to obtain joint qualification of several organizations, an appropriate affidavit must be executed for each entity that is a part of the joint venture. If firms are bidding or responding as a joint venture and have no consolidated statement, each partner in the joint venture must submit their own CSOEFC.

ACCOUNTANT'S CERTIFICATE

The certificate of a Certified Public Accountant or Public Accountant will be required in all cases. A suggested form of unqualified certificate is included which may be used if appropriate. However, it will be acceptable for the accountant to submit a certificate in his own words, including such qualifications as may be necessary in view of the scope of this assignment; provided that such qualifications shall not be so extensive as to nullify the value of the statement or its usefulness to SRTA.

Bearing in mind that working capital and the dollar value of previous construction projects worked on are important factors in determining the qualification of a contractor, the accountant will perform a valuation service for his or her client and at the same time assist SRTA by furnishing supplementary schedules, or as a part of his or her certificate, any information not specifically called for by the statement which in the accountant's opinion may be properly taken into consideration.

In the event that the contractor's job income and expenditures are accounted on a completed-contract basis and the balance sheet includes an item reflecting the excess of costs-to-date over billings-to-date, or vice versa, the elements of "Accumulated Costs" and "Billings to Date" must be shown in support of the balance sheet item.

LICENSING

Contractor requirements shall be guided by Division 3 of the Business and Professional Code concerning the licensing of contractors."

COMPLETENESS
All forms must be completed, or the bidder must note where the required information is reflected in the attachments.

BIDDING INFORMATION
1. Any contractor may download an Invitation for Bid (IFB) package free of charge from the SRTA website.

2. Should contractors desire to bid or respond jointly, a joint-qualification statement containing information regarding each of the contractors must be submitted. Attention is called to the "Contractors' License Law" with respect to the license requirements for joint bids or responses.

REVIEW PROCESS
Qualification approvals are based on showing evidence of the availability of sufficient working capital, the dollar value of previous contracts worked on, and the successful completion of previous contracts exceeding five times the annual value of the SRTA contract, subject to adjustment upon consideration of experience, equipment, and performance factors.

Working capital may be augmented by submission of Statement of Bank Credit (See Exhibit 6).

SRTA QUALIFICATION REGULATIONS

SRTA requires a CSOEFC for all contracts where the estimated cost exceeds $500,000. SRTA may require a CSOEFC for projects where the estimated cost is under $500,000. When completed, the CSOEFC shall be verified under oath by the bidder in the manner in which pleadings in civil actions are verified.

SRTA shall apply a uniform system of reviewing bidders on the basis of the CSOEFC.

In no event shall any bidder be awarded a contract if such contract award would result in the bidder having under contract an amount of work in excess of that authorized by its qualification approval.
The CSOEFCs will be treated as confidential records.

SRTA shall furnish to each bidder a bid booklet, which shall be filled out, executed, and submitted as the bid (Section 1.4.1). Bid proposals shall be presented on the forms furnished. SRTA shall review all bid proposals to determine which bidder is the lowest responsive and responsible bidder.

Contractor's
Statement of Experience
and
Financial Condition

EXHIBIT 1 – CONTRACTOR'S STATEMENT OF EXPERIENCE

A Corporation **A Copartnership** **An Individual** **Combination**

Name: _____
(Name Must Correspond with Contractor's License in Every Detail)

Principal Office: _____
(Street or P.O. Box) (City) (State) (ZIP Code)

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to Interrogatories hereinafter made.

1. Are you licensed as a contractor to do business in California? _____ License No. _____ Type_____
Classification (Type) of Specialty Contractor: _____

2. How many years has your organization been in business as a contractor under your present business name:_____

_____

3. How many years' experience in _____ construction work has your organization had?
(Type)

(a) As a general contractor? _____ (b) As a Subcontractor? _____

4. Show the projects your organization has completed or are under construction during the last five years in the following tabulation. (Attach additional sheets as needed).

To assure maximum consideration for your qualification, be specific as to the nature of the work your firm actually performed.

Year	Type of Work	Value of Work Performed	Location of Work	Project Duration (Months)	For Whom Performed and Phone Number to Contact for Verification

A contractor that wishes to bid on projects handled by SRTA shall be licensed in accordance with the laws and regulations of California. The licensing must correspond to the applicable types of work and organization. Corporations not incorporated in the State of California must take the necessary steps to register to conduct business in the state.

For Questions 5-13, please also provide name of owner, title of project, contract amount, location of project, date of contract, and name of bonding company as applicable (attach additional pages if needed). All references to "bidder" should be treated as a reference to "proposer" and all references to a "bid" as a reference to a "proposal" where applicable.

5. List how many construction projects your organization will be working on in conjunction with the SRTA project: _____

6. Bidder or proposer must submit a summary of all claims made in the last five years arising out of previous contracts listed (including all claims by owner against bidder or proposer or bidder or proposer against owner, and the final status of each claim): _____

7. Have you or your organization, or any officer or partner thereof, failed to complete a contract? _____ if so, give details: _____

8. Have you, your organization, or any officer or partner thereof, defaulted on a construction project within the last two years? _____

9. Have you or your organization, or any officer or partner thereof, ever been terminated by an owner or client, or rejected from bidding or responding on a public works project in the last five years? _____

10. Has a surety ever completed any portion of work of your organization's projects within the last five years: _____

11. Have you or your organization, or any officer or partner thereof, been formally found to be a nonresponsive bidder by a public agency within the last two years? _____

12. List any violation of the Apprenticeship Requirements under a State Business and Professions Code or Labor Code found by an appropriate authority within the last two years? _____

13. Have you or your organization, or any officer to partner thereof, been found guilty of failure to pay required prevailing wages on a public contract within the last two years? _____

14. In what other liens of business are you financially interested? _____

15. Name the persons with whom you have been associated in business as partners or business associates in each of the last five years? _____

16. What is the construction experience of the principal individuals of your present organization?

Individual's Name	Length of Employment	Present position or office in our organization	Has individual been involved in the same level of responsibility on successfully completed contracts during the previous five years that together exceeds the value of this SRTA contract?	Years of Construction Experience	Magnitude and Type of Work	In What Capacity?

If a Corporation, answer:	If a co-partnership, answer:
Capital paid in cash, $_____	Date of organization: _____
When Incorporated?	State whether partnership is general, limited, or association: _____ _____ _____ _____
In What State? _____	_____ Name and address of each partner: _____ _____ _____ _____ _____ _____
President's Name:	
Secretary's Name: _____	
Treasurer's Name: _____	

18. Attach a resume for the individuals listed above, including the name, title, address, and phone number of an individual or organization who could verify the individual's experience.

19. Have you or your organization, or any officer or partner thereof, or any employee of such organization who has a proprietary interest in such organization ever been disqualified, removed, or otherwise prevented from bidding or responding on or completing a federal, state, or local government project because of a violation of a law or safety regulation? If so, please explain the circumstances below:

_____
_____
_____

EXHIBIT 2 – AFFIDAVIT

WHERE PREQUALIFICATION IS BASED ON A COMBINATION OF ORGANIZATIONS, THE APPROPRIATE AFFIDAVITS BELOW MUST BE EXECUTED FOR EACH MEMBER OF SUCH COMINATION

AFFIDAVIT FOR INDIVIDUAL

_____

(Name of Individual)

Doing business as:_____

certifies and says: That she/he is the person submitting the statement of experience and financial condition: that she/he has read the same, and that the same is true of his/her own knowledge; that the statement is for the purpose of inducing SRTA to supply the submittor with plans and specifications, and that any depository, vendor, or other agency therein named is hereby authorized to supply said SRTA with any information necessary to verify the statement and that furthermore, should the foregoing statement at any time cease to properly and truly represent his financial condition in any substantial respect, she/he will refrain from further bidding on SRTA work until she/he shall have submitted a revised and corrected statement.

I certify and declare under penalty of perjury that the foregoing is true and correct.

Subscribed at _____, _____, *State of* _____
(City) *(County)*

Note: Statement will be returned unless affidavit *on*_____, *20*____
Is complete including the date of signature

_____
(Applicant must sign here)

AFFIDAVIT FOR CO-PARTNERSHIP

_____, certifies and says: That she/he/it is a partner of

_____
(Name of firm)

that said partnership submitted the statement of experience and financial condition: that she/he has read the same and that the same is true of his/her own knowledge; that the statement is for the purpose of inducing SRTA to supply the submittor with plans and specifications, and that any depository, vendor, or other agency therein named is hereby authorized to supply SRTA with any information necessary to verify the statement; and that furthermore, should the foregoing statement at any time cease to properly and truly represent the financial condition of said firm in any substantial respect, he/she/it will refrain from further bidding on SRTA work until he/she/it has submitted a revised and corrected statement.

I certify and declare under penalty of perjury that the foregoing is true and correct.

Subscribed at _____, _____, *State of* _____
(City) *(County)*

Note: Statement will be returned unless affidavit *on*_____, *20*____
Is complete including the date of signature

_____
(Member of firm must sign here)

_____ _____
(Remaining members of firm sign here) *(Name of firm)*

AFFIDAVIT FOR CORPORATION

_____, certifies and says: That she/he is _____
(Name of Officer) (Official Capacity)

Of the _____
(Name of Firm)

the corporation submitting the statement of experience and financial condition; that she/he has read the same, and that the same is true of his/her own knowledge; that the statement is for the purpose of inducing SRTA to supply the submittor with plans and specifications, and that any depository, vendor, or other agency therein named is hereby authorized to supply said SRTA with any information necessary to verify the statement; and that furthermore, should the foregoing statement at any time cease to properly and truly represent the financial condition of said corporation in any substantial respect, it will refrain from further bidding on SRTA work until it shall have submitted a revised and corrected statement.

I certify and declare under penalty of perjury that the foregoing is true and correct.

Subscribed at _____, _____, State of _____
(City) (County)

Note: Statement will be returned unless affidavit Is complete, including the date of signature

on_____, 20_____

_____
(Officer must sign here)

Note: use full corporate name and attach corporate seal

CONTRACTOR'S COMMENTS

_____

EXHIBIT 3 – INDEPENDENT AUDITOR'S REPORT

We have audited the accompanying balance sheet of _____ as of _____, and the related statements of income and retained earnings and cash flows for the year then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards required that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion. In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of _____ as of _____,and the results of its operations and its cash flows for the year then ended in conformity with generally accepted accounting principles.

_____ _____

Signature Date

Special Note to Accountant:

The above Certificate of Accountant must not be made by any individual who is in the regular employ of the individual, co-partnership, or corporation submitting this statement, nor by any individual who is a member of the concern, unless she/he discloses his/her financial interest therein. A determination will be made by SRTA if the financial interest is excessive.

THE CERTIFICATE OF A LICENSED ACCOUNTANT WILL BE REQUIRED IN ALL CASES.

ACCOUNTANT COMMENTS

_____

EXHIBIT 4 – CONTRACTOR'S FINANCIAL STATEMENT

NAME:_____

Condition at close of business_____, 20_____

ASSETS		DETAIL				TOTAL	
Current Assets							
1.	Cash						
2.	Notes Receivable						
3.	Accounts receivable from completed contracts						
4.	Sums earned on incomplete contracts						
5.	Other accounts receivable						
6.	Advances to construction joint ventures						
7.	Materials in stock not included in Item 4						
8.	Negotiable securities						
9.	Other current assets						
	TOTAL						
Fixed and Other Assets							
10.	Real Estate						
11.	Construction plant and equipment						
12.	Furniture and fixtures						
13.	Investments of a non-current nature						
14.	Other non-current assets						
	TOTAL						
	Total Assets						
	LIABILITES AND CAPTIAL						
Current Liabilities							
15.	Current portion of notes payable, exclusive of equipment obligations and real estate encumbrances						
16.	Accounts payable						
17.	Other current liabilities						
	TOTAL						
Other Liabilities and Reserves							
18.	Real estate encumbrances						
19.	Equipment obligations secured by equipment						
20.	Other non-current liabilities and non-current notes payable						
21.	Reserves						
	TOTAL						
Capital and Surplus							
22.	Capital Stock Paid Up						
23.	Surplus (or Net Worth)						
	TOTAL						
	Total Liabilities and Capital						
	CONTINGENT LIABILITIES						
24.	Liability on notes receivable, discounted or sold						
25.	Liability on accounts receivable, pledged, assigned or sold						
26.	Liability as bondsman						
27.	Liability as guarantor on contracts or on accounts of others						
28.	Other contingent liabilities						
	Total Contingent Liabilities						
Note: Show details under main headings in that column, extending totals of main headings to second column.							

1	(a) On hand _____ $ _____ Cash: (b) Deposited in banks named below _____ $ _____ (c) Elsewhere – (state where) _____ $ _____			
	Name of Bank	**Location**	**Deposit in Name of**	**Amount**

2*	(a) Due within one year _____ $ _____ Notes Receivable: (b) Due after one year _____ $ _____ (c) Past Due _____ $ _____				
	Receivable From	**For What**	**Date of Maturity**	**How Secured**	**Amount**

3*	Accounts receivable from completed contracts exclusive of claims not approved for payment $_____			
	Receivable From	**Type of Work**	**Amount of Contract**	**Amount Receivable**
	Have any of the above been assigned, sold, or pledged? _____ If so, state amount, to whom, and reason____			

EXHIBIT 4 (CONTINUED) – DETAILS RELATIVE TO ASSETS

4*	Sums earned on incomplete contracts, as shown by engineers' or architects' estimates $_____		
Receivable From	**Type of Work**	**Amount of Contract**	**Amount Receivable**

Have any of the above been assigned, sold, or pledged?___ If so, state amount, to whom, and reason

*List separately each item amounting to 10 percent or more of the total and combine the remainder.

EXHIBIT 4 -DETAILS RELATIVE TO ASSETS (Continued)

5*	Accounts receivable not from construction contracts _____ $_____

Receivable From	For What	When Due	Amount

What amount, in any, is past due? _____ $_____
Assigned, sold, or pledged _____ $_____

6	Advances to construction joint ventures _____ $_____

Name of Joint Venture		Type of Work	Amount

What amount, in any, has been assigned, sold or pledged? _____ $_____

7 Materials in stock and not included in Item 4
(a) For use on incomplete contracts (inventory value) _____ $_____
(b) For future operations (inventory value) _____ $_____
(c) For sale (inventory value) _____ $_____

		VALUE	
Description	Quantity	For Incomplete Contracts	For Future Operations / For Sale

What amount, in any, has been assigned, sold, or pledged? _____ If so, state amount, to whom, and reason _____

8> Negotiable Securities (List non-negotiable items under Item 13)
(a) Listed – Present market value For use on incomplete contracts (inventory value) _____ $_____
(b) Unlisted – Present value) _____ $_____

			Book Value		Present Value (Actual or Estimated)	
Issuing Company	Class	Quantity	Unit Price	Amount	Unit Price	Amount

Who has possession?
_____
If any are pledged or in escrow, state form whom and reason _____
Amount pledged or in escrow _____
$_____

*List separately each item amounting to 10 percent or more of the total and combine the remainder.

>Important: items listed under this heading will be given no consideration as working capital unless actual or estimated market value is furnished.

9	**Other current assets** **Bid deposits, prepaid expenses, cash value of life insurance, accrued interest, etc. _____ $**			
	Description			**Amount**
10*	**Real Estate (a) Used for business purposes _____ $_____** **Book Value (b) Not used for business purposes _____ $_____**			
	Location	**Description**	**Held in Whose Name**	**Value**
11	**Construction plant and equipment _____ $**			
11A	**What is your approximate annual income from rental of equipment owned by you, Exclusive of such income from associated concerns having same ownership $_____**			
12*	**Furniture and Fixtures _____ $**			
13	**Investments of non-current nature $_____**			
	Description			**Amount**
14	**Other non-current assests $_____**			
	Description			**Amount**
			Total Assets $_____	

***Show book value (Cost less Depreciation) unless an appraisal schedule prepared by an independent appraiser is attached; in which case, appraised value may be shown.**

EXHIBIT 4 – DETAILS RELATIVE TO ASSETS (Continued)

15	**Current portion of Notes Payable, exclusive of equipment obligations and real estate obligations** $ _____			
	To Whom Payable	**What Security**	**When Due**	**Amount**
16	**Accounts Payable: (a) Not past due** ..... $_____ **(b) Past due**..... $_____			
	To Whom Payable	**What Security**	**When Due**	**Amount**
17	**Other current liabilities** ..... $ _____ **Accrued interest, taxes, insurance, payrolls, etc.**			
	Description			**Amount**
18	**Real Estate encumbrances** $ _____			
19	**Construction Equipment obligations** **(a) Total payments due within six months** $_____ **Secured by equipment:** **(b) Total payments due after six months** $_____			
	To Whom Payable	**How Payable****		**Amount**
20	**Other non-current liabilities and non-current notes payable** $_____			
	Description	**For What**	**When Due**	**Amount**
21	**Reserves** $_____			
	Description			**Amount**
22	**Capital stock paid up:**	**(a) Common**.....$_____ **(b) Preferred**.....$_____		
23	**Surplus (or Net Worth)** $_____			
	Total Liabilities and Capital $_____			

EXHIBIT 5 – SUBORDINATION OF NOTES OR ACCOUNTS PAYABLE

SRTA

Amounts owing to officers or stockholders of a corporation may be considered as advances of capital, and may be added to net worth for approval purposes, in those cases where verified subordination agreements are executed stating:

The amount of $_____ due me from _____

_____

(Name of Corporation)

Represents an advance of Working Capital and will not be withdrawn without prior notice to SRTA nor during the life of any contract with said SRTA on which the corporation may be the successful bidder or proposer.

_____ _____

(Signature of Creditor) (Date)

EXHIBIT 6 – GENERAL STATEMENT OF BANK CREDIT

In connection with the prequalification of _____,
(Name of Contractor)

a contractor seeking to be awarded a contract(s) with SRTA, we hereby declare that said contractor has been extended a line of credit in a total amount exceeding $ _____, and that such credit will not be withdrawn or reduced without notice to SRTA.

This letter is signed with the understanding that it is a document to be used by SRTA for the purpose of determining the financial resources of said contractor available for use in performing work under contracts which may be awarded to him by SRTA during the term of his prequalification.

This General Statement of Bank Credit will EXPRIRE with the Contractor's Statement of Experience and Financial Condition for which the line of credit was issued.

_____
(Name of Bank)

_____
(Address)

By _____

_____
(Title)

PLEASE NOTE: The above form may be used to augment you Working Capital and completed by your bank, or if they prefer, one with substantially the same provisions may be issued on their own letterhead, referencing the contract number.

(SRTA USE ONLY)

CONTRACTOR'S STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION (CSOEFC)
REVIEW SHEET

1. Contract: _____

2. Contract Bid Amount: $_____

			Remarks
3.	Total Working Capital	$_____	[Current Assets – Current Liabilities]
4.	Statement of Bank Credit	$_____	See Exhibit 6
5.	Subtotal	$_____	
6.	Subtotal x 10 (Line 5 x 10)	$_____	
7.	Is Line 6≥ Line 2?	yes / no	(Circle one)

8. Does the largest value of all work bidder or proposer has had under contract over a previous similar time frame as the subject contract meet or exceed the total amount bid? If so, please explain.

9. Does the dollar value of at least one of the previous individual contracts listed have at least 50 percent of the dollar value bid on the SRTA contract? If so, please explain.

10. Has the bidder or proposer successfully completed contracts during the previous five years that together exceeds five times the annual value of the SRTA contract? If so, please explain.

SRTA USE ONLY

I have reviewed the contractor-furnished information contained in the CSOEFC and have determined that the submittal is in compliance with SRTA Policy No. ___. Therefore, this firm can be recommended for the award of this contract.

Initial Review Completed by _____, Firm Name: _____ Date: _____
[Enter person name, role and Firm Name here if applicable]

Experience Reviewed and Checked for Completeness by _____ Date: _____
Contracts & Procurement

Financials Approved by _____ Date: _____
Finance/Accounting Dept.

Experience Reviewed by _____ Date: _____

EXHIBIT 5 – SUBORDINATION OF NOTES OR ACCOUNTS PAYABLE

SRTA

Amounts owing to officers or stockholders of a corporation may be considered as advances of capital, and may be added to net worth for approval purposes, in those cases where verified subordination agreements are executed stating:

The amount of $_____ due me from _____

_____

(Name of Corporation)

Represents an advance of Working Capital and will not be withdrawn without prior notice to SRTA nor during the life of any contract with said SRTA on which the corporation may be the successful bidder or proposer.

_____

_____ (Signature of Creditor)

(Date)

EXHIBIT 6 – GENERAL STATEMENT OF BANK CREDIT

In connection with the prequalification of _____
(Name of Contractor)

a contractor seeking to be awarded a contract(s) with SRTA, we hereby declare that said contractor has been extended a line of credit in a total amount exceeding $ _____, and that such credit will not be withdrawn or reduced without notice to SRTA.

This letter is signed with the understanding that it is a document to be used by SRTA for the purpose of determining the financial resources of said contractor available for use in performing work under contracts which may be awarded to him by SRTA during the term of his prequalification.

This General Statement of Bank Credit will EXPRIRE with the Contractor's Statement of Experience and Financial Condition for which the line of credit was issued.

_____
(Name of Bank)

_____
(Address)

By _____

_____
(Title)

PLEASE NOTE: The above form may be used to augment you Working Capital and completed by your bank, or if they prefer, one with substantially the same provisions may be issued on their own letterhead, referencing the contract number.

(SRTA USE ONLY)

CONTRACTOR'S STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION (CSOEFC) REVIEW SHEET

1. Contract: _____

2. Contract Bid Amount: $_____

			Remarks
3.	Total Working Capital	$_____	[Current Assets – Current Liabilities]
4.	Statement of Bank Credit	$_____	See Exhibit 6
5.	Subtotal	$_____	
6.	Subtotal x 10 (Line 5 x 10)	$_____	
7.	Is Line 6 ≥ Line 2?	yes / no	(Circle one)

8. Does the largest value of all work bidder or proposer has had under contract over a previous similar time frame as the subject contract meet or exceed the total amount bid? If so, please explain.

9. Does the dollar value of at least one of the previous individual contracts listed have at least 50 percent of the dollar value bid on the SRTA contract? If so, please explain.

10. Has the bidder or proposer successfully completed contracts during the previous five years that together exceeds five times the annual value of the SRTA contract? If so, please explain.

SRTA USE ONLY

I have reviewed the contractor-furnished information contained in the CSOEFC and have determined that the submittal is in compliance with SRTA Policy No. ___. Therefore, this firm can be recommended for the award of this contract.

Initial Review Completed by _____, Firm Name: _____ Date: _____
[Enter person name, role and Firm Name here if applicable]

Experience Reviewed and Checked for Completeness by _____ Date: _____
Contracts & Procurement

Financials Approved by _____
Date: _____ Finance/ Accounting Dept.

Experience Reviewed by _____ Date: _____

Appendix 5

PROTEST PROCEDURES FOR PROCUREMENTS

I. PROTESTS

The following procedures shall be used by Shasta Regional Transportation Agency (SRTA) to fairly and promptly respond to any protests received regarding third-party contracts or the contracting process. SRTA will consider all protests or objections regarding the contracting process or the award of an Agreement received by SRTA by 4 p.m. on the deadlines discussed below. SRTA will review only protests submitted by an actual or prospective Proposer. Protests by prospective subcontractors will be rejected. A protest by any adversely affected Proposer must be made in writing and must be mailed or hand delivered to SRTA. A protest which does not strictly comply with the SRTA protest procedures will be rejected.

A. Protests Before Bid/Proposal Opening

Protests relating to the content of the solicitation (i.e., RFP, IFB, RFQ), including protests related to DBE/UDBE requirements, must be filed within five (5) business days after the date the solicitation or addendum with the revised content is released to the public by SRTA. Failure to file a protest concerning the content of the solicitation or addendum prior to this deadline constitutes a waiver of any protest on these grounds.

B. Protests Related to Determination of Responsiveness

In the event the RFP contains a DBE/UDBE goal and SRTA makes a determination that Proposer has not met the goal or good faith effort requirements set forth in this RFP, SRTA will send the Proposer a Notice of Non-Responsiveness. Protests relating to any Notice of Non-Responsiveness must be filed within five (5) business days after the date of such notice. Failure to file a protest concerning the non-responsiveness determination prior to this deadline constitutes a waiver of any protest on these grounds and SRTA shall not be obligated to send Proposer any further notices.

C. Protests After Bid/Proposal Due Date

After Proposers are shortlisted and/or selected for negotiations, notices will be sent to all relevant Proposers. Protests relating to failure to make the shortlist must be filed within five (5) business days following protester's receipt of a notice regarding the shortlisting. Protests relating to the intent to make an award must be filed within five (5) business days following protester's receipt of the notice regarding the intent to negotiate. The date of filing shall be the date SRTA receives the protest. Untimely protests will be rejected. If deemed necessary, SRTA shall notify all Proposers of record that a protest has been filed and the award has been postponed until further notice. If necessary, Proposers will be asked to extend the time for acceptance of their proposal in order to avoid the need for readvertisement of the solicitation.

D. Protest Contents

A letter of protest must set forth detailed grounds for the protest and be fully supported with technical data, documentary evidence, names of witnesses, and other pertinent information related to the subject being protested. The protest also must state the law, rule, regulation, or policy upon which the protest is based. Protests concerning the relative weight of the evaluation criteria or the formula used in assigning points to make an award determination will be rejected. The protester must allege or establish a clear violation of a specific law, rule, regulation, or policy. If the protester considers that the protest contains proprietary material that should be withheld, a statement advising of this fact must be affixed to the front page of the protest document, and alleged proprietary information shall be so identified wherever it appears. Protests shall be mailed to:

The Protest Administrator

Reference: SRTA Contract Solicitation No. Solicitation #

E. Role Of The Protest Administrator

If a protest raises solely a question of law, the Executive Director shall retain the services of SRTA Legal Counsel to serve as the Protest Committee. SRTA Legal Counsel will prepare a recommendation regarding the protest, in writing, to the SRTA Executive Director within ten (10) business days.

The Protest Administrator shall review each protest to determine if it is in compliance with the deadline, format, content, and notice requirements set forth in this Section. If a protest does not meet such requirements if may be rejected without further consideration. A written notice of such rejection shall be sent to the protester.

If the protest requires resolution of questions of fact, the Protest Administrator, his/her designee will appoint individuals to participate on a Protest Committee. The Protest Administrator will endeavor to appoint at least one of the Protest Committee members from an outside agency, and no one may sit on the Protest Committee that has a known and direct connection to the procurement that is the subject of the protest. The Protest Administrator also will appoint a chairperson for the Protest Committee. The Protest Administrator will gather the documents that the Protest Committee will need for its investigation and prepare a memo to the Protest Committee containing background information regarding the protest. Any communication regarding the protest between the protester and SRTA shall be through the Protest Administrator during the protest proceedings. Protesters may not contact anyone at SRTA other than the Protest Administrator. Protest Committee

The Protest Committee shall ensure the protest was received within the timeline specified and review the protest to determine if it itemizes in appropriate detail each matter contested as well as any factual reason(s) for the requested protest. The Committee chairperson shall schedule the date of the Protest Committee meeting, contact the Committee panel members, and distribute all protest documentation.

F. Reply To Protest

The Protest Committee will review all qualifying protests in a timely manner and may hold an informal hearing if deemed necessary in order to complete its investigation. The Protest Committee

will prepare a recommendation regarding the protest, in writing, to SRTA's Executive Director within ten (10) business days of the date of receipt of the protest. All materials included with the original protest at time of submittal will be considered. Supplemental materials filed by a protester after the protest deadline will not be considered unless there are extenuating circumstances in the opinion of the Protest Committee. Protest documents will not be withheld from any interested party outside of SRTA, with the exception that information will be withheld when required by law or regulation. The Executive Director or his/her designee will either sustain or reject the protest in writing based upon the recommendation of the Protest Committee and the best interests of SRTA. This decision will be communicated in writing to the protestor and/or the party whose proposal is the subject of the protest and delivered by email or overnight delivery.

G. Results Of The Protest

If the protest relating to a contract award is sustained, the original Notice of Intent to Award may be withdrawn after the deadline for protest reconsideration has passed. SRTA then may issue a new Notice of Intent to Award to a different bidder/Proposer and a new protest period will commence using the same timelines discussed above. If the protest is rejected, the original Notice of Intent to Award will stand and SRTA will continue with contract negotiations with the awardee.

H. Federal Transit Administration Requirements Not Applicable in the absence of FTA Funding

1. FTA Review of Protests

   a. In the case of contracts funded by the FTA, the FTA will review only protests regarding the alleged failure of SRTA to have written protest procedures or alleged failure to follow such procedures.

   b. Alleged violations on other grounds are under the jurisdiction of the appropriate state or local administrative or judicial authorities. Alleged violations of a specific federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that federal regulation. See Buy America Requirements, 49 C.F.R. 661.15; Participation by Minority Business Enterprise in DOT Programs, 49 C.F.R. 26.

   c. The FTA will review only protests submitted by an interested party defined as an actual or prospective bidder or Proposer whose direct economic interest would be affected by the award of the contract or by failure to award the contract in accordance with FTA Circular 4220.1F. A subcontractor does not qualify as an "interested party." (See FTA Circular 4220.1E, Chapter VII, Section I (1)(c)).''

2. Time for Filing

   a. Protesters shall file a protest with the FTA not later than five (5) business days after a final decision is rendered under the SRTA protest procedure. A copy of any protest documents filed with the FTA must be provided concurrently to SRTA. In instances where the protester alleges that SRTA failed to make a final determination on the protest, protesters shall file a protest with the FTA not later than five (5) business days after the protester knew or should have known of the failure of SRTA to render a final determination on the protest.

b. SRTA shall not award a contract for five (5) business days following its decision on a bid protest except in accordance with the provisions and limitations of subparagraph 6. After five (5) business days, SRTA shall confirm with the FTA that the FTA has not received a protest on the contract in question.

3. Submission of Protest to the FTA

a. The protester must exhaust its administrative remedies by pursuing the recipient's protest procedures to completion before appealing the recipient's decision to the FTA. (FTA Circular 4220.1F, Page VII-3, November 1, 2008).

b. Protests should be filed with the FTA Region 9 office and a copy must be sent to SRTA by the protester.

c. The protest filed with the FTA shall:

- Include name and address of protester
- Identify SRTA as the grantee, the SRTA Contract Administrator, and number of the contract solicitation
- Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible
- Include a copy of the local protest filed with SRTA and a copy of the SRTA decision, if any

4. SRTA Response

a. The FTA shall notify SRTA in a timely manner of receipt of a protest.

b. SRTA shall submit the following information not later than ten (10) business days after receipt of notification by the FTA of the protest:

- a copy of SRTA's protest procedure
- a description of the process followed concerning the protester's protest
- any supporting documentation

c. SRTA shall provide protester with a copy of the above submission.

5. Protester Comments

The protester must submit any comments on the SRTA submission not later than ten (10) business days after the protester's receipt of the SRTA submission.

6. *Withholding of Award*

When a protest has been timely filed with SRTA before award, SRTA shall not make an award prior to five (5) business days after the resolution of the protest, or if a protest has been filed with the FTA, during the pendancy of that protest, unless SRTA determines that:

a. The items to be procured are urgently required;

b. Delivery or performance will be unduly delayed by failure to make the award promptly; or

c. Failure to make prompt award will otherwise cause undue harm to SRTA or the federal government.

The FTA reserves the right not to participate in the funding of any contract awarded during the pendancy of a protest.

7. FTA Action

Upon receipt of the submissions, the FTA will either request further information or a conference among the parties, or will render a decision on the protest.

Appendix 6

MEMO

Date

TO: Executive Director

FROM: Project Manager

SUBJECT: Subject

1. Introduction

This memorandum contains the *Insert Name Of Project* Selection Committee's recommendation for the selection of a contractor for *Insert Description Of Project*.

Copies of the RFP, legal notices, the proposal from the recommended consultant, sample evaluation form, and scoring/ranking of contractors are attached for your review. The Selection Committee's recommendation is (*state whether vote was unanimous or identify split of approval*) and is in full compliance with Shasta Regional Transportation Agency's policies and procedures for the procurement of such services.

The Selection Committee seeks your approval of its recommendation and authorization for staff to proceed with notification of the selected contractor and contract execution.

2. Background

[Include the dollar amount authorized for the project.]

3. Procurement and Selection Process

Include the following information:

- date RFP was sent out
- methods of publication of RFP
- whether a pre-posal meeting was held and if so, where and when it was held
- deadline for submitting proposals
- selection process used
- names and titles of individuals on selection committee

- number of proposals received and names of the contractors
- name of and names of contractors interviewed
- ranking of each proposal and dollar amount of bid in each proposal

4. Statement of Necessity and Lease Versus Purchase Analysis

The sender of this Recommendation Memo asserts that the amount of property or services being procured does not exceed SRTA's current and reasonably expected needs. To the best of the sender's knowledge, this procurement does not include property or services that are duplicative or that are unlikely to be used. If this procurement concerns the procurement of equipment, supplies, or real property, the sender of this memo has analyzed the economic advantages and disadvantages of leasing versus purchasing and has concluded that [insert "leasing" or "purchasing] is the best value for SRTA.

5. Responsibility Determination

The sender of this Recommendation Memo, with the assistance of the Chief Fiscal Officer has concluded that the selected consultant/contractor is responsible based on the following findings regarding the consultant/contractor:

- Has a satisfactory record of integrity and business ethics;
- Has not been debarred or suspended from Federal programs and is not listed on the Excluded Parties List System at http://www.sam.gov;
- Is in compliance with Disadvantaged Business Enterprise requirements;
- Has the necessary organization, experience, accounting, operational controls, and technical skills, or the ability to obtain them;
- Is in compliance with applicable licensing and tax laws;
- Has or can obtain sufficient financial resources to perform the contract;
- Has or can obtain the necessary production, construction, and/or technical equipment and facilities to perform the contract;
- Is able to comply with the required delivery or performance schedule;
- Has a satisfactory current performance record;
- Has or can obtain key personnel with adequate experience and key subcontractors with adequate experience and past performance; and
- Has experience carrying out similar work.

6. Contract Period Selection

The duration of the contract period chosen for this procurement is *[insert number]* years with the possibility of *[insert number]*years of extensions. This contract period is reasonable for the following reasons *[insert number]*.

7. Recommendation

[insert recommendation] [You must state the reasons the selected consultant/contractor was selected, including reasons why the consultant/contractor presents the best value to SRTA taking experience, price, and other evaluation factors into account.]

8. Approval

I hereby approve the recommendation of the *[insert title of project]* Selection Committee and staff, and authorize and direct staff to begin and contract negotiations with the selected consultant/contractor named above.

Approved:

_____ _____

Executive Director **Date**

Attachments: list attachment
list attachment

SHASTA REGIONAL TRANSPORTATION AGENCY (SRTA)
EVALUATOR GUIDELINES

I. PURPOSE

SRTA thanks you for your willingness to serve as one of its evaluators. Proposal and bid evaluators are tasked with assisting SRTA in selecting a grantee, consultant, or contractor through a competitive process. Non-SRTA members are invited to serve as evaluators when SRTA believes they can provide valuable additional experience and input that will assist in the ranking or selection process. These guidelines are intended to provide you with information regarding your responsibilities as an evaluator for SRTA.

II. ROLE AS AN EVALUATOR

You were most likely asked to assist SRTA in evaluating proposals or bids due to your experience and/or position as an elected official or as a representative of a public agency, regional interest group, or community stakeholder. The interests of the public with regard to the SRTA procurement or grant program may or may not coincide with the interests of the public or private organization you represent or with your personal interests. Since the funds used by SRTA to pay its grantees, consultants, and contractors are public funds, however, you will be expected to evaluate proposals or bids using objective standards that will best serve the interests of the public and SRTA.

You will be asked to review written proposals or bids from, and/or interview grantees, consultants, or contractors who would like to be awarded a grant or contract by SRTA using evaluation criteria or specifications that vary depending upon the type of grant or contract to be awarded. All of SRTA's solicitations contain a section that sets forth specifications and/or assigned weights for each of the evaluation criteria.

If you are asked to review proposals, you will be given a score sheet and asked to evaluate each proposal based on the criteria in the solicitation. You must use only the criteria discussed in the solicitation when scoring the proposals. Only persons who are members of the evaluation committee may fill out a score sheet and have their scores tabulated as part of the selection process. You may or may not see the costs or bid portion of proposals, depending on the evaluation criteria and selection method determined by SRTA. You may be asked to take part in interviewing proposers after the written proposals are reviewed and scored. The weight of the interview portion of the evaluation process will be indicated in SRTA's solicitation and interviewers will use standardized questions to ensure proposers compete on equal ground.

If you are asked to review all or a portion of the bid documents, you will be limited to advising SRTA of whether the bid is responsive to the specifications or contains errors. You must use only the criteria discussed in the solicitation.

SRTA staff may carry out additional tasks as part of the evaluation process that you will not be involved in, such as checking proposers' references and holding additional meetings among SRTA staff to further evaluate the proposals. After the evaluation process is complete, a recommendation memo will be prepared for SRTA's executive director. Evaluation committee members do not have authority to approve entry into negotiations or a grant or contract award with a particular proposer or bidder.

From time to time a proposer or bidder who is not selected for contract award is disgruntled regarding the evaluation process and files a protest with SRTA. SRTA has protest procedures for dealing with this scenario. If a protest is filed, the objectivity of the evaluators and the integrity of the evaluation process may be closely scrutinized by persons outside of SRTA. Additionally, all proposals, bids, and evaluation score sheets are

potentially public records subject to disclosure to the public. Therefore, evaluators should exercise care so that their score sheets and other evaluation documents are legible and do not contain comments that could be perceived as ambiguous, discriminatory, or derogatory.

III. CONFLICTS OF INTEREST

Conflicts of interest may arise as a consequence of the many and varied roles you play in our community. One of the goals of these Guidelines is to manage real or perceived conflicts of interest. SRTA has determined that a system of self-disclosure is most effective since conflicts of interest must be dealt with on a case-by-case basis. Discussion and disclosure generally can resolve issues related to conflict of interest.

A conflict of interest occurs when there is or could be a divergence between an individual's professional, private, or personal relationships or interests and his/her obligations to SRTA as an evaluator such that an independent observer might reasonably question whether the evaluator's actions or decisions are determined by considerations of private benefit, gain, or advantage. A conflict of interest or the appearance of it depends on the situation, and not necessarily on the character or actions of the individual. The appearance of a conflict of interest can be as damaging or detrimental as an actual conflict.

Potential conflicts of interest are not unusual and must be addressed. For example, sometimes people from the private sector are selected to serve as a member of one of SRTA's evaluation committees because of their experience in a particular industry. Therefore, it is expected that situations may arise where a person that has served as an evaluation committee member may work for a private sector employer or client that will in the future want to submit a proposal or bid to SRTA in response to a solicitation. In order to prevent an actual or perceived conflict of interest, a person serving as an evaluator must disqualify him or herself and the private organization he/she is employed by from submitting a proposal/bid to SRTA or receiving compensation from SRTA for a prospective period of one year for work related to the project for which SRTA is conducting its competitive solicitation. The foregoing sentence will not apply, however, if your organization is under contract with SRTA to perform proposal/bid evaluation work as part of its scope of work following a conflict evaluation related to your contract. This one-year bar also applies to persons who were employed in the public sector when serving as an evaluator, but who eventually take a position as a consultant for, employee of, or owner of a private sector firm. California law states that certain financial interests are automatically a conflict of interest. SRTA has listed these prohibited interests as well as others that it chooses to avoid in the attached Declaration Concerning Conflicts.

It is wrong for an individual's actions or decisions made in the course of his or her SRTA activities to be determined by considerations of personal financial gain or illegal bias. Such behavior calls into question the professional objectivity and ethics of the individual and it also reflects negatively on SRTA. As a SRTA evaluation committee member you must respect SRTA's status as a recipient of public funds and conduct your affairs in ways that will not compromise SRTA's integrity.

For all of the above reasons, evaluators must fill out the attached "Declaration Concerning Conflicts" and return it to SRTA before they begin evaluating any proposals or bids, and must report potential conflicts that may arise during the evaluation process. Potential conflicts must be reported up until the time a contract or grant is actually awarded or until an evaluator's role in the evaluation process is complete, whichever occurs first, so that appearances can be separated from reality. If an evaluator believes she/he may have a potential conflict and it arises subsequent to submitting the Declaration Concerning Conflicts, the evaluator has an affirmative duty to immediately disclose any potential conflict of interest to the SRTA project manager or contract analyst. Notification of the actual or potential conflict should be given to the project manager or contract analyst. Evaluators with an actual or potential conflict of interest will be excused from assisting in the evaluator process.

IV. CONFIDENTIAL INFORMATION

Proprietary or other confidential information that a SRTA evaluator may be exposed to at SRTA may never be used in external activities or disclosed to others unless written approval is given in advance by SRTA's Executive Director or designee.

V. PROHIBITION AGAINST DISCRIMINATION AND HARASSMENT

SRTA has a policy of nondiscrimination as required by federal and state law due to SRTA's use of federal and state money to fund contracts. This policy applies to the selection of consultants and contractors. SRTA's policy prohibits discrimination on the basis of sex, age (over 40), religion, creed, race, nationality, color, disability, sexual orientation, or marital status. All evaluators are expected to abide by this policy when evaluating consultants. SRTA's policies prohibiting harassment, discrimination, or violence when dealing with SRTA's employees or using SRTA's facilities or property also apply. Evaluators suspected of actual or potential discrimination in violation of SRTA policy will be excused from assisting in the evaluation process.

Appendix 8

DECLARATION CONCERNING CONFLICTS FOR EVALUATORS

INSTRUCTIONS

Please review the language in this declaration carefully prior to signing below. Once you have signed the declaration, please enclose it in an envelope marked "confidential" and submit it to the Shasta Regional Transportation Agency (SRTA) project manager or to the contracts officer who requested that you serve on SRTA's evaluation committee.

For purposes of this declaration "interest in a firm" means having a financial interest (either personal or organizational) including, but not limited to, owning stock or having an investment or profit-sharing interest in, receiving commissions or fees from, owning property with, or having a management or policy making position with a firm.

For purposes of this declaration "relationship with a firm" means employee, consultant, officer, attorney, agent, broker, supplier of services or goods, landlord or tenant, or officer or employee of a firm.

For purposes of this declaration "firm" means a person, corporation, or unincorporated association.

DECLARATION

I, _____, have been asked to serve as a member of SRTA's evaluation committee for proposals or to help evaluate bids submitted for:

_____ ("the Project").

I have reviewed the SRTA EVALUATOR GUIDELINES. I understand that I cannot serve as an evaluation committee member or as a bid evaluator if I have an actual or potential conflict of interest or am unwilling or unable to serve without discriminating against proposers/bidders on the basis of sex, age (over 40), religion, creed, race, nationality, color, disability, sexual orientation, or marital status. I understand that I will be expected to abide by SRTA policy prohibiting discrimination when serving as an evaluator. I also understand that SRTA's policies prohibiting harassment, discrimination, or violence when dealing with SRTA's employees or using SRTA's facilities or property will also apply to me.

SRTA has provided me with a list of the firms who have submitted proposals or bids for the Project and any firms that may have assisted SRTA with the preparation of any development criteria, specifications, scope of work, grant solicitation, request for proposals or request for qualifications, or bid documents related to the Project.

Appendix 8

The name of my employer is: _____.

My employer is:

- ☐ a public agency
- ☐ a non-profit corporation
- ☐ a corporation
- ☐ a sole proprietorship
- ☐ an unincorporated association (partnership, joint venture, LLC, LLP, etc.).

Mark the box below that applies:

☐ I do not have an interest in, or relationship with, any firm awarded a contract by SRTA in the last calendar year; or

☐ I do have an interest in, or relationship with, a firm awarded a contract by SRTA in the last calendar year and the names of those firms and the scope of work performed by each are:

_____

_____

or;

☐ I do not know if I have an interest in, or relationship with, a firm awarded a contract by SRTA in the last calendar year.

I understand that I must immediately report any potential conflicts of interest that I become aware of after signing this declaration to SRTA's project manager or contract analyst.

In order to affirmatively establish that I do not have an actual or potential conflict interest, I make the following statements of fact:

1. I do not have an interest in, or relationship with, a firm that has submitted a proposal or bid to SRTA for the Project.
2. I have not received a gift with a value in excess of $50 during the last calendar year from a firm that has submitted a proposal or bid for the Project.
3. Neither my spouse nor children (if applicable) have an interest in, or relationship with, a firm that has submitted a proposal or bid to SRTA for the Project.
4. I do not have, and do not plan to have, a direct or indirect interest in a business, transaction, or professional activity that is in substantial conflict with the proper discharge of my duties as an evaluator that would interfere with my ability to serve SRTA's best interests in objectively selecting a consultant/contractor/grantee for the Project.
5. I have not, and do not plan to incur, an obligation of any nature in a business or transaction or professional activity that is in substantial conflict with the proper discharge of my duties as an evaluation committee member or bid evaluator to serve SRTA's best interests in objectively selecting a consultant/contractor/grantee for the Project.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct to the best of my knowledge on this _____ day of _____, 20____.

Signature of Declarant **Printed Name of Declarant**

DO NOT WRITE BELOW THIS LINE – FOR SRTA'S USE ONLY

☐ No conflict of interest issues; or

☐ Potential conflict of interest issue – referred to General Counsel for review

Signature of Project Manager **Date**

☐ Conflict of interest confirmed

☐ Potential conflict of interest issue reviewed and no conflict of interest was found.

Notes:

Signature of Executive Director **Date**

Cost Proposal

Project: _____

Subconsultant: _____

Combined Overhead (%) = 0.00% **Fee (%) =**

		Actual Hours	Actual Rate/Hr	Loaded Rate/Hr*	Labor Amount	Total	Date Due
Task 1.	**type task description**						tbd
Name	Classification	0	$25.00	$25.00	$0.00		
Name	Classification	0	$100.00	$100.00	$0.00		
Name	Classification	0	$0.00	$0.00	$0.00		
		0				$0.00	
Task 2.	**type task description**						tbd
Name	Classification	0	$0.00	$0.00	$0.00		
Name	Classification	0	$15.00	$15.00	$0.00		
Name	Classification	0	$0.00	$0.00	$0.00		
		0				$0.00	
Task 3.	**type task description**						tbd
Name	Classification	0	$0.00	$0.00	$0.00		
Name	Classification	0	$0.00	$0.00	$0.00		
Name	Classification	0	$0.00	$0.00	$0.00		
		0				$0.00	
Task 4.	**type task description**						tbd
Name	Classification	0	$0.00	$0.00	$0.00		
Name	Classification	0	$0.00	$0.00	$0.00		
Name	Classification	0	$0.00	$0.00	$0.00		
		0				$0.00	
Task 5.	**type task description**						tbd
Name	Classification	0	$0.00	$0.00	$0.00		
Name	Classification	0	$0.00	$0.00	$0.00		
Name	Classification	0	$0.00	$0.00	$0.00		
		0				$0.00	
Task 6.	**type task description**						tbd
Name	Classification	0	$0.00	$0.00	$0.00		
Name	Classification	0	$0.00	$0.00	$0.00		
Name	Classification	0	$0.00	$0.00	$0.00		
		0				$0.00	
Task 7.	**type task description**						tbd
Name	Classification	0	$0.00	$0.00	$0.00		
Name	Classification	0	$0.00	$0.00	$0.00		
Name	Classification	0	$0.00	$0.00	$0.00		
		0				$0.00	
Other Direct Cost							
Item 1					$0.00		
Item 2					$0.00		
						$0.00	

Subconsultant Total Hours	0	**Subconsultant Total Labor Cost**	$0.00
		Subconsultant Total Other Direct Cost	$0.00
		SUBCONSULTANT TOTAL COST	**$0.00**

* Loaded Hourly Rate: Includes Labor Overhead, Fringe Benefit and General Administrative Expenses (% of Total Direct Labor Cost)

Loaded Hourly Rate Calculation: $ Actual Hourly Rate X (1+Combined of Overhead&Fringe%) X (1+Fee%)

METHOD OF PROCUREMENT SELECTION (MOPS)

This form shall be used to document how the method of procurement was selected. To best determine which method of procurement is suitable, classify the situation by checking off the appropriate boxes below. All elements must apply to use selected method.[1]

COMPETITIVE SOLICITATIONS

SMALL PURCHASE (INFORMAL IFB OR RFP)		SEALED BID (FORMAL IFB)	REQUEST FOR PROPOSALS (FORMAL RFP)	TWO STEP PROCUREMENT (QUALITATIVE BASED RFQ FOLLOWED BY RFP)	
☐ Price or rate quotes can be obtained from an adequate number of qualified sources ☐ Procurement has not been divided or reduced to keep within small purchase category ☐ Conforms to informal IFB or informal RFP elements listed below		☐ Supplies, construction, or property more than $25,000 ☐ Bids can be publicly solicited and advertised ☐ Award can be made to the lowest responsive and responsible bidder who conforms to all material terms and conditions of solicitation ☐ Complete, adequate, precise, and realistic specification or purchase description available ☐ Two or more responsible bidders are willing to compete ☐ Successful bidder can be selected on basis of price alone ☐ Discussions with one or more bidders after bids have been submitted are unnecessary	☐ Professional service more than $5,000 ☐ Nature of procurement does not lend itself to sealed bidding ☐ More than one source will be willing to submit a proposal ☐ Performance or functional specification ☐ Need for discussion following receipt of proposals ☐ Evaluation factors and relative importance can be specified in solicitation ☐ Award can be made to the responsible offeror whose proposal is most advantageous to RTPA with price and other factors considered	☐ Ability to evaluate technical qualifications of proposers to make prequalified selection (Step 1) ☐ Ability to solicit and review bids or proposals submitted by prequalified firms (Step 2) ☐ Proposals can be solicited from at least three qualified firms	
INFORMAL IFB	**INFORMAL RFP**			**A&E, PROGRAM MANAGEMENT, CONSTRUCTION MANAGEMENT, AND OTHER RELATED SERVICES[2]**	**NON-A&E SERVICES**
☐ Supplies or property less than $25,000 ☐ Bids can be publicly solicited and advertised ☐ Award can be made to the lowest responsive and responsible bidder who conforms to all material terms and conditions of solicitation ☐ Complete, adequate, precise, and realistic specification or purchase description is available ☐ Two or more responsible bidders are willing to compete ☐ Successful bidder can be selected on basis of price alone ☐ Discussions with one or more bidders after bids have been submitted are unnecessary	☐ Professional service is less than $5,000 ☐ Nature of procurement does not lend itself to sealed bidding ☐ More than one source will be willing to submit a proposal ☐ Performance or functional specification ☐ Need for discussion following receipt of proposals ☐ Evaluation factors and relative importance can be specified in solicitation ☐ Award can be made to the responsible offeror whose proposal is most advantageous to RTPA with price and other factors considered			☐ Service are directly in support of, directly connected to, directly related to, or lead to construction, alteration, or repair of real property ☐ Price is excluded as an evaluation factor ☐ Qualifications are evaluated to determine contract award	☐ Services are not directly in support of, directly connected to, directly related to, or do not lead to construction, alteration, or repair of real property ☐ Price is included as an evaluation factor and award is based upon technical qualifications as well as cost

[1] FTA Circular 4220.1F, Chapter V and Chapter VI, Section 2B

METHOD OF PROCUREMENT SELECTION (MOPS)

NON- PROCUREMENT			NONCOMPETITIVE SOLICITATIONS	
JOINT PROCUREMENT (RTPA IS NOT LEAD AGENCY)	**STATE OR LOCAL GOVERNMENT PURCHASING SCHEDULE**	**ASSIGNMENT OF CONTRACT RIGHTS FROM ANOTHER AGENCY (PIGGYBACK[1])**	**INTERGOVERNMENTAL (MOU/MOA)**	**SOLE SOURCE**
☐ and one or more other purchasers agreed from the outset to use a single solicitation document ☐ Entities entered into a single contract with a vendor for delivery of property or services in a fixed quantity ☐ Solicitation was not drafted for the purpose of accommodating the needs of other parties that may later want to participate in the benefits of the contract ☐ Ability to obtain goods and services that match each participant's requirements are better than those likely to be available through an assignment of another recipient's contract ☐ All State or Federal requirements, required clauses, and certifications have been properly followed and included depending on funding and type of recipient.	☐ A purchasing arrangement will be used that a State or local government has established with several vendors ☐ The vendors agreed to provide an option to or a category of agencies falls within to acquire specific goods or services in the future at established prices ☐ Soliciting agency sought the agreement of the vendor to provide the listed goods or services to others with access to the schedule, or it permitted the vendor to determine whether or not it wished to do so ☐ All State and Federal requirements, required clauses, and certifications have been properly followed and included dependent on funding and type of recipient.	☐ Original contract was competitively procured ☐ Contract is still in effect ☐ Specifications in contract will meet needs ☐ Terms and Conditions are acceptable ☐ Requirements needed by are within original contract scope ☐ The original contract price remains fair and reasonable ☐ The original contract provisions are in compliance with all federal requirements and federal certifications were completed (if federally funded) ☐ Requirements of Piggybacking Worksheet have been met ☐ Acquired contract rights through assignment by another agency ☐ The quantities the assignor acquired, coupled with the quantities is being assigned, do not exceed the amounts available under the assignor's contract	☐ Another governmental agency can provide the goods or services ☐ All Federal requirements, required clauses, and certifications have been properly followed and included (if federally funded)	☐ Is not due to a failure to plan or a lack of advanced planning ☐ Is not due to concerns about the loss or amount of federal assistance available to support the procurement ☐ Meets the requirements of the Sole Source Approval form (attach form)

I hereby affirm that the procurement method selected above complies with all the elements noted for the selected method.

Project Manager

Print Name | Signature | Date

RELATED PROCUREMENT FILES[2]

Solicitation Number (if applicable)

Contract Number(s) (if applicable)

[1] FTA Best Practices Procurement Manual Section 1.3.3.5

[2] This original signed document shall be filed with the solicitation. Any resulting contracts or purchase orders shall contain copies of this form for informational purposes only.

Responsive Bidder/Proposer Checklist to RFP
Contract Description:
Contract No.:
Company Name
Proposal Exactly Matched
Submitted to Correct Location
Submitted on Time
Sufficient Copies
Signed Transmittal Letter
Signed Transmittal Letter by SUBs
DBE Information
DBE Good Effort
Organizational Chart
Required Forms
Acceptance to RFP or Agreement
SAMPLE

Appendix 12

BID SUMMARY

PROJECT NAME

CONTRACT NUMBER

Bids Due to SRTA: _____, 20__ at 0:00 AM/PM

Lowest Bidder Name*	Schedule A	$X,XXX,XXX
Lowest Bidder Street Address	Schedule B	$X,XXX,XXX
Lowest Bidder City, State, Zip	Total	$X,XXX,XXX
Second Bidder Name	Schedule A	$X,XXX,XXX
Second Bidder Street Address	Schedule B	$X,XXX,XXX
Second Bidder City, State, Zip	Total	$X,XXX,XXX
Third Bidder Name	Schedule A	$X,XXX,XXX
Third Bidder Street Address	Schedule B	$X,XXX,XXX
Third Bidder City, State, Zip	Total	$X,XXX,XXX

Etc.

*Apparent low bid

SRTA Estimate: $_____

_____
Name of Project Manager

SEE PAGE 2 FOR LIST OF SUBCONTRACTORS FOR EACH BIDDER.

PROJECT NAME

CONTRACT NUMBER

Bid Opening date:

LISTED SUBCONTRACTORS

Lowest Bidder Name*	Total	$X,XXX,XXX
Subcontractor 1, City, State (Type of Work)		$XX,XXX
Subcontractor 2, City, State (Type of Work)		$XX,XXX
Subcontractor 3, City, State (Type of Work)		$XX,XXX
Subcontractor 4, City, State (Type of Work)		$XX,XXX
Second Lowest Bidder Name	Total	$X,XXX,XXX
Subcontractor 1, City, State (Type of Work)		$XX,XXX
Subcontractor 2, City, State (Type of Work)		$XX,XXX
Subcontractor 3, City, State (Type of Work)		$XX,XXX
Subcontractor 4, City, State (Type of Work)		$XX,XXX
Third Lowest Bidder Name	Total	$X,XXX,XXX
Subcontractor 1, City, State (Type of Work)		$XX,XXX
Subcontractor 2, City, State (Type of Work)		$XX,XXX
Subcontractor 3, City, State (Type of Work)		$XX,XXX
Subcontractor 4, City, State (Type of Work)		$XX,XXX

Etc.

*Apparent low bid

Appendix 13

SUBCONSULTANT LIST

The proposal shall include a complete list of all proposed subconsultants. All subconsultants listed must be provided a meaningful element of work within the defined scope of work. Changes to this Subconsultant List will not be allowed without prior written approval from Shasta Regional Transportation Agency.

PROPOSED SUBCONSULTANTS

Subconsultant Firm Name and Address	Scope of Work	Dollar Amount of Work
Name Address		$0.00
Name Address		$0.00
Name Address		$0.00
Name Address		$0.00
Name Address		$0.00
Name Address		$0.00

_____

Name of Firm

_____

Printed Name and Title of Signatory

_____ _____

Signature Date

APPENDIX 14a

BIDDERS LIST

Proposer **RFP/TO No.**

The U.S. Department of Transportation (DOT) requires the Shasta Regional Transportation Agency (SRTA) to create and maintain a Bidders List containing information about all firms (Disadvantaged Business Enterprise (DBEs) and non-DBEs) that bid, propose, or quote on the SRTA DOT-assisted contracts in accordance with 49 C.F.R. 26.11. The Proposer is to complete all requested information for every firm that submitted a bid, proposal, or quote, including the Proposer itself and any proposed subconsultants. The Bidders List form shall be submitted with the proposal. SRTA will utilize this information to assist in the Overall Annual DBE Goal Setting process. ***The Bidders List content will not be considered in evaluating the proposal or determining award of any contract.***

[NOTE: Delete the text box above and use the following one instead if this document does not need to be provided until the Agreement or Task Order execution stage because the DBE commitment will be decided at a later date.]

The DOT requires SRTA to create and maintain a Bidders List containing information about all firms (DBEs and non-DBEs) that bid, propose, or quote on the SRTA DOT-assisted contracts in accordance with 49 C.F.R. 26.11. Prior to the time a Task Order is executed, Consultant will be required to complete all requested information for every firm that submitted a bid, proposal, or quote, including the Consultant itself, and any proposed subconsultants. SRTA will utilize this information to assist in the Overall Annual DBE Goal Setting process.

<table>
<tr><th colspan="4">Proposer's Information</th></tr>
<tr><td colspan="3">Name of Prime's Firm:</td><td>Phone: ( ) -</td></tr>
<tr><td colspan="3">Firm Address:</td><td>Fax: ( ) -</td></tr>
<tr><td colspan="3" rowspan="2"></td><td rowspan="2">Type of work/services/materials provided:</td></tr>
<tr><td>City</td><td>ST</td><td>ZIP</td></tr>
<tr><td colspan="3">Number of years in business:</td><td></td></tr>
<tr><td colspan="3">Contact Person:</td><td>Title:</td></tr>
<tr><td colspan="3">Is the firm currently certified as a DBE under 49 C.F.R. 26?
☐ Yes ☐ No</td><td rowspan="2">Check the box below for your firm's annual gross receipts last year:
☐ Less than $1 million
☐ Less than $5 million
☐ Less than $10 million
☐ Less than $15 million
☐ More than $15 million</td></tr>
<tr><td colspan="3">Proposer has DBE Certification in the following categories (place an 'X'):
☐ African American ☐ Asian Pacific American
☐ Native American ☐ Woman
☐ Hispanic American ☐ Subcontinent Asian American
☐ Other</td></tr>
</table>

RFP No: 1

APPENDIX 14B

RFP ATTACHMENT 10
PROPOSER U/DBE COMMITMENT
(AKA CALTRANS LAPM EXHIBIT 10-O1 - CONSULTANT PROPOSAL DBE COMMITMENT)

(Inclusive of all U/DBEs listed at proposal/Task Order stage. Refer to instructions on the next page.)

Proposer to Complete this Section

1. Local Agency Name: _____
2. Project Location: _____
3. Project Description: _____
4. Proposer Name: _____
5. Contract DBE Goal %: _____

DBE Commitment Information

6. Description of Services to be Provided	**7.** DBE Firm Contact Information	**8.** DBE Cert. Number	**9.** DBE %

Local Agency to Complete this Section

16. SRTA Contract Number: _____
17. Federal-Aid Project Number: _____
18. Proposed Contract Execution Date: _____
SRTA certifies that all DBE certifications are valid and the information on this form is complete and accurate:

19. SRTA Representative Name (Print) _____
20. SRTA Representative Signature **21.** Date _____
22. SRTA Representative Title **23.** (Area Code) Tel. No.

10. Total % Claimed _____ %

11. Preparer's Signature _____
12. Preparer's Name (Print) _____
13. Preparer's Title _____
14. Date **15.** (Area Code) Tel. No.

Distribution: (1) Original –Proposer submits to local agency with proposal
(2) Copy – SRTA files

INSTRUCTIONS - CONSULTANT PROPOSAL DBE COMMITMENT

Consultant Section

1. **Local Agency Name** – SRTA has been entered as the agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. **Consultant Name** - Enter the Consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100 percent of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** – Enter the total DBE participation claimed. If the Total % Claimed is less than item "6. Contract DBE Goal," an adequately documented Good Faith Effort is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
11. **Preparer's Signature** – The person completing this section of the form for the Consultant's firm must sign their name.
12. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the Consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the Consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the Consultant.

Local Agency (SRTA) Section

16. **Local Agency Contract Number** - Enter the SRTA Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, Page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative Signature** - The person completing this section of the form for SRTA must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the SRTA Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the SRTA representative signing this section of the form.

EXHIBIT K - CONSULTANT CONTRACT U/DBE COMMITMENT INFORMATION
(AKA CALTRANS LAPM EXHIBIT 10-O2 - CONSULTANT CONTRACT DBE INFORMATION)

(Inclusive of all U/DBEs listed at Agreement/Task Order award. Refer to instructions on the next page.)

Selected Consultant to Complete this Section

1. Local Agency Name:
SRTA

2. Project Location:

3. Project Description:

4. Total Contract Award Amount: $ _____

5. Consultant Name:

6. Contract DBE Goal %: _____

7. Total Dollar Amount for all Subconsultants: $ _____

8. Total Number of all Subconsultants: _____

Award DBE/DBE Information

9. Description of Services to be Provided	**10.** DBE/DBE Firm Contact Information	**11.** DBE Cert. Number	**12.** DBE Dollar Amount

Local Agency to Complete this Section

20. SRTA Contract Number: _____

21. Federal-aid Project Number: _____

22. Contract Execution Date: _____

SRTA certifies that all DBE certifications are valid and the information on this form is complete and accurate:

23. SRTA Representative Name (Print)

24. SRTA Representative Signature **25.** Date

26. SRTA Representative Title **27.** (Area Code) Tel. No.

13. Total Dollars Claimed	$ _____
14. Total % Claimed	_____ %

15. Preparer's Signature

16. Preparer's Name (Print)

17. Preparer's Title

18. Date **19.** (Area Code) Tel. No.

Caltrans to Complete this Section

Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:

28. DLAE Name (Print) **29.** DLAE Signature **30.** Date

3

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
(2) Copy – Include in award package sent to Caltrans DLAE
(3) Original – SRTA files

INSTRUCTIONS - CONSULTANT U/DBE COMMITMENT INFORMATION

Consultant Section

1. **Local Agency Name** – SRTA name entered as agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the Consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100 percent of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subconsultants on the Exhibit 10-O1 *Consultant Proposal DBE Commitment* form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for column 13.
14. **Total % Claimed** – Enter the total DBE participation claimed for column 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
15. **Preparer's Signature** – The person completing this section of the form for the Consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the Consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the Consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the Consultant.

Local Agency (SRTA) Section

20. **Local Agency Contract Number** - Enter the SRTA Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, Page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for SRTA must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the SRTA Representative signs the form.
26. **Local Agency Representative Title -** Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the SRTA representative signing this section of the form.

Caltrans Section:

Caltrans District Local Assistance Engineer (DLAE) shall:

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature and Date** – DLAE must sign this section of the form to certify that it has been reviewed for completeness. Enter the date that the DLAE signs this section the form.

Appendix 14c

U/DBE INFORMATION-GOOD FAITH EFFORTS

(TO BE SUBMITTED BY PROPOSER/BIDDER [WITH PROPOSAL/BID [OR] AT TIME OF TASK/JOB ORDER PROPOSAL])

ALL PROPOSERS/BIDDERS

Proposers/Bidders who do not intend to meet the U/DBE goal must complete and submit this form in order to be deemed responsive. All references to "proposer/bidder" in this form will also be treated as a reference to Consultant/Contractor if applicable.

Contract Number	Task/Job Order Number (if applicable)	Proposal Submittal Date

SRTA has established a Disadvantaged Business Enterprise (DBE) or an Underutilized Disadvantaged Business Enterprise (UDBE) goal of insert percentage% for this RFP/IFB [or Task/Job Order]. The information provided herein shows that a good faith effort was made by proposer/bidder to meet this goal.

Proposers/bidders should complete this U/DBE Information-Good Faith Efforts, even if the Local Agency U/DBE Commitment form indicates that the proposer/bidder has met the U/DBE goal. This will protect the proposer/bidder's eligibility for award of the Agreement [or Task/Job Order] if SRTA determines that the proposer/bidder failed to meet the goal for various reasons, e.g., a U/DBE firm was not certified at proposal/bid due date, or the proposer/bidder made a mathematical error. Submittal of only the Local Agency U/DBE Commitment form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

ALL PROPOSERS/BIDDERS

Proposers/bidders that have not committed to meet the U/DBE goal utilizing the Local Agency U/DBE Commitment form must complete and submit this form and demonstrate adequate Good Faith Efforts to meet the U/DBE goal in order to maintain their eligibility for award.

A. The names and dates of each publication in which a request for U/DBE participation for this Project was placed by the proposer/bidder (please attach copies of advertisements or proofs of publication)

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified U/DBEs soliciting proposals/bids for this Project [or Task order] and the dates and methods used for following up initial solicitations to determine with certainty whether the U/DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of U/DBEs Solicited	Date of Initial Solicitation	Follow-up Methods and Dates

C. The items of work which the proposer/bidder made available to U/DBE firms, including, where appropriate, any breaking down of the Agreement [or Task order] work items (including those items normally performed by the proposer/bidder with its own forces) into economically feasible units to facilitate U/DBE participation. It is the proposer/bidder's responsibility to demonstrate that sufficient work to facilitate U/DBE participation was made available to U/DBE firms.

Items of Work	Proposer/Bidder Normally Performs Item	Breakdown of Items	Amount ($)	Percent of Contract
	☐ Yes ☐ No			
	☐ Yes ☐ No			
	☐ Yes ☐ No			
	☐ Yes ☐ No			
	☐ Yes ☐ No			
	☐ Yes ☐ No			

D. The names, addresses, and phone numbers of rejected U/DBE firms, the reasons for the proposer/bidder's rejection of the U/DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each U/DBE if the selected firm is not a U/DBE:

E. Efforts made to assist interested U/DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to U/DBEs:

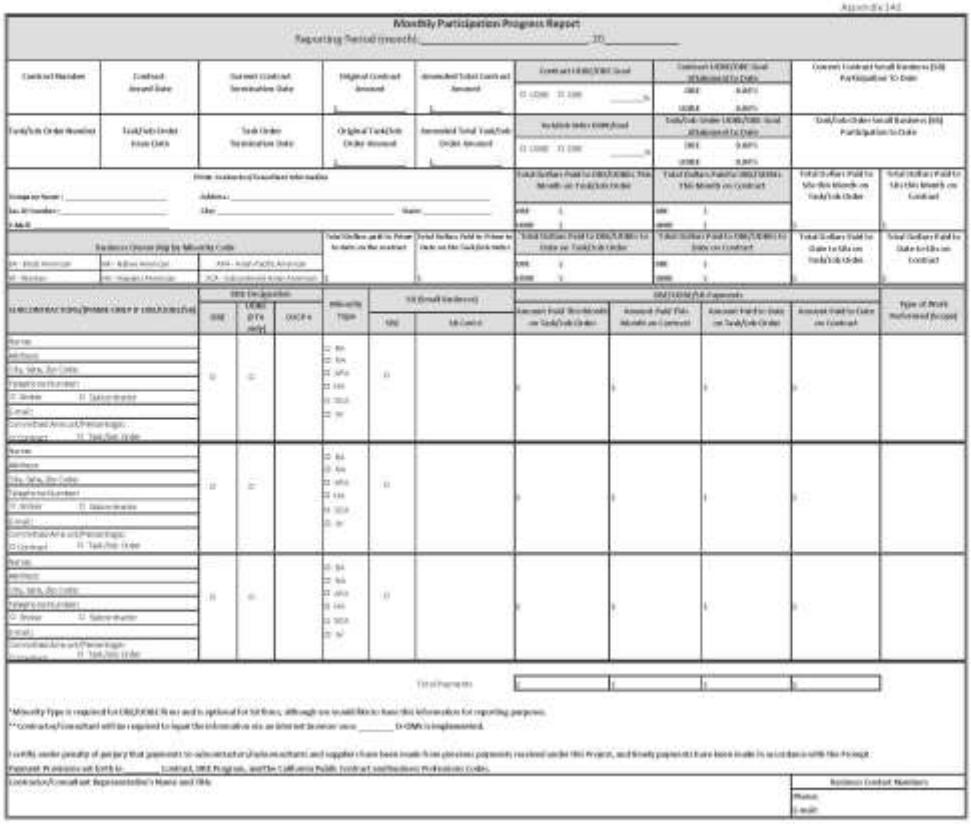
F. Efforts made to assist interested U/DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the U/DBE subconsultant/subcontractor purchases or leases from the proposer/bidder or any affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting, and using U/DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, web page download, etc.):

Name or Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.



Appendix 14

Monthly Participation Progress Report

Reporting Period (month): _____ FY: _____

Contract Number	Contract Award Date	Current Contract Termination Date	Original Contract Amount	Amended Total Contract Amount	Contract DBE/DVBE Goal	Contract DBE/DVBE Goal Attainment to Date	Current Contract Small Business (SB) Participation to Date
			$	$	☐ DBE ☐ DVBE _____%	DBE 0.00% DVBE 0.00%	
Task/Job Order Number	**Task/Job Order Issue Date**	**Task Order Termination Date**	**Original Task/Job Order Amount**	**Amended Total Task/Job Order Amount**	**Task/Job Order DBE/DVBE Goal**	**Task/Job Order DBE/DVBE Goal Attainment to Date**	**Task/Job Order Small Business (SB) Participation to Date**
			$	$	☐ DBE ☐ DVBE _____%	DBE 0.00% DVBE 0.00%	

Prime Contractor/Consultant Information

Company Name: _____ Address: _____

Tax ID Number: _____ City: _____ State: _____

E-Mail: _____

Total Dollars Paid to DBE/DVBEs This Month on Task/Job Order	Total Dollars Paid to DBE/DVBEs This Month on Contract	Total Dollars Paid to SB to Date on Task/Job Order	Total Dollars Paid to SB to Date on Contract
DBE $ DVBE $	DBE $ DVBE $	$	$

Business Ownership by Minority Code			Total Dollars paid to Prime to date on the contract	Total Dollars Paid to Prime to Date on the Task/Job Order	Total Dollars Paid To DBE/DVBEs to Date on Task/Job Order	Total Dollars Paid To DBE/DVBEs to Date on Contract	Total Dollars Paid to SB to Date on Task/Job Order	Total Dollars Paid to SB to Date on Contract
AA - African American	HA - Hispanic American	API - Asian Pacific American			DBE $ DVBE $	DBE $ DVBE $		
NA - Native American	OTH - Other Ethnic Group	FCA - Subcontinent Asian American	$	$			$	$

Subcontractors/Primes (Name of DBE/DVBE)	DBE Designation			Minority Type*	SB (Small Business)		Amount Paid This Month on Task/Job Order	Amount Paid This Month on Contract	Amount Paid to Date on Task/Job Order	Amount Paid to Date on Contract	Type of Work Performed/Scope
	DBE	DVBE (SDVE only)	DVBE-o		SBC	SB Cert #					
Name: Address: City, State, Zip Code: Telephone Number: ☐ Broker ☐ Subcontractor E-mail: Committed Amount/Percentage: ☐ Contract ☐ Task/Job Order	☐	☐		☐ AA ☐ NA ☐ API ☐ HA ☐ OTH ☐ W	☐		$	$	$	$	
Name: Address: City, State, Zip Code: Telephone Number: ☐ Broker ☐ Subcontractor E-mail: Committed Amount/Percentage: ☐ Contract ☐ Task/Job Order	☐	☐		☐ AA ☐ NA ☐ API ☐ HA ☐ OTH ☐ W	☐		$	$	$	$	
Name: Address: City, State, Zip Code: Telephone Number: ☐ Broker ☐ Subcontractor E-mail: Committed Amount/Percentage: ☐ Contract ☐ Task/Job Order	☐	☐		☐ AA ☐ NA ☐ API ☐ HA ☐ OTH ☐ W	☐		$	$	$	$	
				Total Payments	$	$	$	$			

*Minority Type is required for DBE/DVBE firms and is optional for SB firms, although we would like to have this information for reporting purposes.

**Contractor/Consultant will be required to input the information via an Internet browser once _____ B2GMS is implemented.

I certify, under penalty of perjury that payments to subcontractors/sub-consultants and suppliers have been made from previous payments received under this Project, and timely payments will be made in accordance with the Prompt Payment Provisions set forth in _____ Contract, DBE Program, and the California Public Contract and Business Professions Codes.

Contractor/Consultant Representative's Name and Title: _____ Business Contact Numbers: Phone: _____ E-mail: _____

FINAL REPORT - UTILIZATION OF UNDERUTILIZED/DISADVANTAGED BUSINESS ENTERPRISES (U/DBE) AND SMALL BUSINESS (SB), FIRST-TIER SUBCONTRACTORS

Contract No.	County	Location	Project Description	Federal Aid Project No.	Administering Agency	Contract Completion Date
Task/Job Order No.						Task/Job Order Completion Date

Prime Consultant/Contractor (Company Name)	Prime Consultant/Contractor Business Address	Business Ownership by Minority Code			Final Contract or Task/Job Order Amount $
	Address:	BA - Black American	NA - Native American	APA - Asian Pacific American	
	City/State, Zip Code:	W - Woman	HA - Hispanic American	SCA - Subcontinent Asian American	Federal Share $

SUBCONTRACTOR	CERTIFICATE		CONTRACT/TASK/JOB ORDER PAYMENTS											
			TOTAL PAYMENTS			TOTAL PAYMENTS BY MINORITY GROUP								
	SB Cert #	DBE Cert #	SB*	DBE*	UDBE * (FTA Only)	APA	BA (UDBE)	HA (UDBE)	NA (UDBE)	SCA (UDBE)	W (UDBE)	Date Work Complete	Date of Final Payment	Description of Work Performed & Material Provided
Name Address														
Name Address														
Name Address														
Name Address														
Name Address														
Name Address														
		Total Payments	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			

$ -
Original UDBE/DBE/SB Commitment

*If this is with SB, DBE & UDBE enter the total dollar amount in all three fields

DBE Goal Attainment	0%
UDBE Goal Attainment	0%
SB Participation	0%

The decision of which column to be used for entering the UDBE/DBE dollar value is based on what program(s) the firm is certified. This program status is determined by the Caltrans Civil Rights Certification Unit based on ethnicity, gender, ownership, and control issues at time of certification. DBE program status may be obtained by accessing the Civil Rights website DBE, SWBE DBE, SWBE, SWBE (www.dot.ca.gov/hq/bep/) and downloading the Calcert Extract or by calling (916) 227-2207.

List all the tier subconsultants, SB, DBEs, and Underutilized DBEs, regardless of tier, whether or not the firms were originally listed for goal credit. If actual UDBE utilization (or form of work) was different than that approved at time of award, provide comments on a separate page. List actual amount paid to each entity.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT		
CONSULTANT REPRESENTATIVE NAME	BUSINESS PHONE NUMBER	DATE
TO THE BEST OF MY KNOWLEDGE THE ABOVE INFORMATION IS COMPLETE AND CORRECT		
SRTA PROJECT MANAGER'S NAME	BUSINESS PHONE NUMBER	DATE

v3.25.34

Appendix 15

Date

TO: Interested Firms

FROM: Shasta Regional Transportation Agency (SRTA)

SUBJECT: Notification of insert type of Procurement for Project Name, Agreement Number Agreement ####

The Shasta Regional Transportation Agency (SRTA) is soliciting Procurement Type from qualified firms for Program Name and Description, Agreement Number Agreement ####. Procurement Type are due by Closing Date.

Insert paragraph providing project background and add'l project description

A copy of the Procurement Type has been posted on SRTA's World Wide Web site at www.SRTA.ca.gov.

[If a pre-Procurement Type meeting will be held include the following paragraph.]

A pre-Procurement Type meeting will be held on[Date, Time and Location]. Attendance at the pre-proposal meeting is mandatory. [Delete this last sentence if the pre-proposal meeting will not be mandatory.]

A summary of the questions and answers from this meeting will be posted on the Web page noted above by[Posting Date].

If your firm is interested, please print the Procurement Type for more information and detail. If you do not have World Wide Web access, a copy of the Procurement Type can be mailed to you. A summary of the pre-Procurement Type meeting questions and answers can also be mailed to you. [Delete this last sentence if there will not be a pre-proposal meeting.]

Please contact [Name of Project Manager], Project Manager, at SRTA, address and telephone number or e-mail [E-mail Address]@SRTA.org if you have any questions or would like this information mailed to you.

Thank you for your interest in providing services to SRTA.

AUTHOR'S INITIALS/

SAMPLE

Appendix 16a

DATE

Contract No. xxxx

Mr./Mrs. Contractor Full Name Here
Contractor Title
Company Name
Address 1
Address 2

Dear Mr. XXX:

Subject: NOTICE OF INTENT TO AWARD – ENTER PROJECT NAME HERE, CONTRACT #

On Enter BIDS DUE DATE, the Shasta Regional Transportation Agency (SRTA) received [Enter total # of Bids received] for the above-referenced project. SRTA staff has determined that [Enter Lowest Responsible & Responsive Bidder Name Here] submitted the lowest responsive, responsible bid. Therefore, pursuant to SRTA policy, staff intends to recommend award of the contract to [Enter Lowest Responsible & Responsive Bidder Name Here].

This Notice of Intent to Award is not binding on SRTA; it is merely notice that [Enter Lowest Responsible & Responsive Bidder Name Here] has been identified as the lowest responsive, responsible bidder. No formal determination of the other bidders has been made at this time.

If you have any questions regarding the award of this contract, please call the Contracts Officer, CA Name, at (xxx) xxx-xxxx.

Sincerely,

Xxxxx

Cc: [Enter PM Name here]

Appendix 16b

Date

Address Block

Dear Mr./Ms./Mrs. Addressee Last Name:

SUBJECT: Notice of Intent to Award
Name of Project/Study

We have reviewed your proposal and have selected Name of Selected Proposer for contract negotiations. This Notice of Intent to Award is not binding on Shasta Regional Transportation Agency (SRTA); it is merely notice that your company was selected for negotiations. If a contract with mutually-acceptable terms cannot be negotiated between Name of Selected Proposer and SRTA within a reasonable period of time, SRTA's Executive Director may choose to cease negotiations with your company and pursue negotiations with the next highest-ranked proposer.

Project Manager of this office has been assigned the management responsibility for this project. All questions and administrative matters should be directed to Mr./Ms./Mrs. PM's Last Name at the above address or at (831) 883-3750. In the coming weeks Mr./Ms./Mrs. PM's Last Name will be working with you to negotiate the terms of the proposed contract. Name of Selected Proposer must forward all required insurance certificates and endorsements to Mr./Ms./Mrs. PM's Last Name within 15 days.

[Add the following paragraph if applicable]

The Name of Project/Study will be funded in whole or in part with Federal funds. Therefore, a pre-award audit by SRTA will be necessary. During the pre-award audit SRTA will examine your accounting, administrative and estimating systems; proposed costs; quantities; and financial condition. The audit will be broad in scope and should take approximately 30 days if there are no complications. Detailed cost negotiations between SRTA and your company cannot commence until after SRTA has completed its audit and issued an Authorization to Proceed. SRTA expects Name of Selected Proposer to cooperate fully in order to expedite satisfactory completion of the audit.

We look forward to working with you to negotiate a contract that benefits both SRTA and Name of Selected Proposer.

Sincerely,

AUTHOR NAME
Author Title

AUTHOR UPPERCASE INITIALS/

Attachment/Enclosure

Date

Name
Title
Firm
Address
City, State ZIP

Dear Name:

SUBJECT: Notice of Intent to Enter Negotiations with Another Consultant for:
Contract Number(s): Contract ###(s)
Contract/Project Name or Description

Thank you for your response to the Shasta Regional Transportation Agency (SRTA) Request for Procurement Type for the above-referenced contract(s). SRTA received a number of high quality proposals and recognizes the hard work that went into preparing them.

Based on the written qualifications and interviews, your firm was not selected for contract negotiations. A final decision to award is not completed, but SRTA has issued a Notice of Intent to Award to the consultant(s) as follows:

If there is more than one contract awarded list Consultants in alphabetical order.

Name of Selected Firm(s)

Protests regarding the prospective award to the selected Consultant(s) must be received by SRTA within five business days after the date of this notice. If you have any questions, please contact me at the number listed below. SRTA appreciates the interest shown by your firm.

Sincerely,

AUTHOR NAME
Author Title
(xxx) xxx-xxxx

AUTHOR INITIALS/

Date

Click To Insert Address Block

Dear Mr./Ms./Mrs. Addressee Last Name:

SUBJECT: Notice to Short-Listed Proposers, Name of Project/Study, Agreement Number Insert Number

Congratulations! This letter serves as your notice that you have been placed on Shasta Regional Transportation Agency's (SRTA's) short-list of qualified proposers for the Name of Project/Study, Agreement Number Insert Number. Thank you for responding to SRTA's Request for Proposals (RFP) or Qualifications (RFQ). We realize that a considerable amount of time must be spent to prepare a Proposal or Statement of Qualifications (SOQs) in response to an RFP or RFQ. SRTA's consultant evaluation committee has reviewed and evaluated all of the RFPs or RFQs. The top-ranked proposers submitting a Proposal or SOQ have been placed on a short-list. For SOQs - Only the proposers on the short-list will be asked to submit a technical proposal and cost estimate. Enclosed with this letter is a request for Cost Proposal. Cost Proposals are due on Insert Date.

Project Manager of this office has been assigned the management responsibility for this project. All questions and administrative matters should be directed to Mr./Ms./Mrs. PM Last Name at the above address or at (xxx) xxx-xxx.

Sincerely,

AUTHOR NAME
Author Title

Author Initials/

Date

Click To Insert Addressee
Click To Insert Address

Dear Mr./Ms./Mrs. Addressee Last Name:

SUBJECT: Notice to Proposers Not Making Short-List
Name of Project/Study, Agreement Number Insert Number

Thank you for responding to Shasta Regional Transportation Agency's (SRTA's) Request for Proposals (RFP) or Qualifications (RFQ). We realize that a considerable amount of time must be spent to prepare a Proposal or Statement of Qualifications (SOQs) in response to an RFP or RFQ. SRTA's consultant evaluation committee has reviewed and evaluated all of the Proposals or SOQs. The top-ranked companies submitting a Proposal or SOQ have been placed on a short-list. This letter will serve as your notice that you have not been placed on SRTA's short-list of qualified proposers for the Name of Project/Study.

You will not receive any further notices from SRTA regarding the Name of Project/Study. Protests regarding lack of inclusion of your company on the short-list must be received by SRTA within five business days after the date of this Notice.

Project Manager of this office has been assigned the management responsibility for this project. All questions and administrative matters should be directed to Mr./Ms./Mrs. PM Last Name at the above address or at (xxx) xxx-xxxx.

Again, thank you for your interest in working with SRTA.

Sincerely,

AUTHOR NAME
Author Title

Author Initials/

Appendix 20

Date

Click To Insert Address Block

Dear Mr./Ms./Mrs. Addressee Last Name:

SUBJECT: Request for Cost Proposal for Name of Project/Study, Agreement Number insert number

Congratulations! This letter serves as your notice that you have been preliminarily selected as the top-ranked proposer for the Name of Project/Study, Agreement Number insert number. Thank you for responding to Shasta Regional Transportation's (SRTA) Request for Qualifications (RFQ). We realize that a considerable amount of time must be spent to prepare a Statement of Qualifications (SOQs) in response to an RFQ. SRTA's consultant evaluation committee has reviewed and evaluated all of the SOQs. At this time, SRTA requests that you submit a cost proposal for the project. Please provide a cost proposal for the project by date. Failure to provide a complete and detailed cost proposal by the deadline may disqualify your firm from consideration.

Project Manager of this office has been assigned the management responsibility for this project. All questions and administrative matters should be directed to Mr./Ms./Mrs. PM Last Name at the above address or at (xxx) xxx-xxxx.

Sincerely,

AUTHOR NAME
Author Title

Author Initials/

Appendix 21

Date

Click To Insert Address Block

Dear Mr./Ms./Mrs. Addressee Last Name:

SUBJECT: Post-Award Notice
Name of Project/Study

Thank you for your response to the Shasta Regional Transportation Agency (SRTA) Request for Proposal (RFP) for Name or Description of RFP. SRTA received a number of high quality proposals and recognizes the hard work that went into preparing them.

On or about Date, SRTA sent you a Notice of Intent to Enter Negotiations with another Proposer. At that time we informed you that SRTA had commenced negotiations with Name of Selected Firm. Since that time, SRTA has finalized its contract negotiations with Name of Selected Firm.

Although your firm was not selected for this contract work, we hope you will respond again should similar opportunities become available at SRTA.

Please feel free to contact me at (xxx) xxx-xxxx if you have any questions. Again, thank you for your interest in contracting opportunities with SRTA.

Sincerely,

AUTHOR NAME
Author Title

Author Initials/

Appendix 22

Date

Click To Insert Address Block

Dear Mr./Ms./Mrs. Addressee Last Name:

SUBJECT: Notice to Proceed
Name of Project/Study

This letter will serve as your Notice to Proceed, effective Date.

Project Manager of this office has been assigned the management responsibility for this project. All questions and administrative matters should be directed to Mr./Ms./Mrs. PM Last Name at the above address or at (xxx) xxx-xxxx.

We look forward to working with you in the development of a valuable and meaningful Outcome of Project/Study.

Sincerely,

AUTHOR NAME
Author Title

Author Initials/

INDEPENDENT COST ESTIMATE (ICE) JUSTIFICATION FOR SMALL PROCUREMENTS

(Equipment and Supplies under $25,000; Services other than A&E under $5,000)

Date _____ ICE For Project: $ _____

Project _____

Project Manager _____ Please print _____

The Small Procurement ICE may be used for simple procurements under the formal procurement thresholds as follows: for professional services other than A&E under $5,000 and for Supplies, Equipment and Construction under $25,000.

The ICE must be completed prior to requesting quotes from prospective vendors, contractors, and consultants.

Please indicate which of the statements apply with a check mark.

☐	I performed market research for the pricing of the products and/or services being procured through one or more of the following sources: ☐ Internet ☐ Trade Show ☐ Catalog ☐ Other Contracts
☐	I contacted other agencies that may have procurement knowledge/experience for the product or service being procured to determine the prices they paid.
☐	I reviewed/compared SRTA historical or established labor rates or product pricing in order to determine my estimate for this procurement.
☐	The service and cost already has been negotiated and approved in a SRTA contract.
☐	The service is being procured based on rates regulated by the government (i.e., utilities).
☐	Other (explain):

NOTE: A more detailed ICE may be required for more complex procurements.

Provide a brief explanation of your analysis that is the basis of your estimate.

Example: I found the price of a computer printer on the Internet at $50 each from Dell on 1/18/09. The total for 100 printers is $5,000 and was the basis of my estimate. A copy of the Internet ad is enclosed.

_____ _____

Signature Title

_____

INDEPENDENT COST ESTIMATE (ICE) JUSTIFICATION
PROJECT-SPECIFIC / REGULATED-RATE PROCUREMENTS

Date		ICE for Project	$
Project			
Project Manager			

In accordance with recent revisions per the Federal Transit Administration Circular 4220, 1F, Third Party Contracting Guidance, the ICE is required for all professional services, including architecture and engineering services, construction services, and equipment/products. This project-specific ICE must be completed prior to requesting additional services from a consultant on already negotiated agreements.

Please indicate which of the statement(s) apply with a check mark.

☐ The service and cost already has been negotiated and approved in a SRTA contract.

☐ The service is being procured based on rates regulated by the government (i.e., utilities)

☐ Other (explain).

Provide a brief explanation of your analysis that is the basis of your estimate.

RTPA - Independent Cost Estimate / Engineer's Estimate **Appendix 24**

Procurements for services over $5,000.00 or as required by Contract

Contract No.: Project Manager: Date:

Task Order No.: Project No.: Total Project Cost:

Project: Average Cost Per Hour: #DIV/0!

Task	Work Breakdown Structure Codes	Description	Schedule		Hours					Total Hours
			Begin Date	End Date	Principal	PM	Sr Analyst	Analyst	Support	
1										-
2										-
3										-
4										-
5										-
6										-
7										-
8										-
		Totals =								-

Task	Work Breakdown Structure Codes	Description	Schedule		Cost					Total Cost
			Begin Date	End Date	Principal	PM	Sr Analyst	Analyst	Support	
1					$ -	$ -	$ -	$ -	$ -	
2					$ -	$ -	$ -	$ -	$ -	
3					$ -	$ -	$ -	$ -	$ -	
4					$ -	$ -	$ -	$ -	$ -	
5					$ -	$ -	$ -	$ -	$ -	
6					$ -	$ -	$ -	$ -	$ -	
7					$ -	$ -	$ -	$ -	$ -	
8					$ -	$ -	$ -	$ -	$ -	
		Totals =			$ -	$ -	$ -	$ -	$ -	

Task	Work Breakdown Structure Codes	Description	Other Direct Cost	Total Cost
9				-
		Totals =		

TOTAL ESTIMATED PROJECT COST =

Page 1 of 1 Revised 062514

Appendix 25

LIMITED COMPETITION APPROVAL

Project Manager: _____ Date: _____

Contractor/Consultant/Vendor: _____

Project Number: _____ Contract Amount: $_____

Project Description:

Notice: Contracting without providing for full and open competition is a violation of statute unless justified on one or more of the bases below.

THE FOLLOWING MUST BE ANSWERED AFFIRMATIVELY
BY MARKING THE BOXES BELOW YOU ARE AFFIRMING THAT THE FOLLOWING STATEMENTS ARE TRUE.
☐ The need for a limited scope procurement is not due to a failure to plan or a lack of advanced planning.
☐ The need for a limited scope procurement is not due to concerns about the amount a federal assistance available to support the procurement (for example, expiration of federal assistance available for award).

JUSTIFICATION FOR LIMITED COMPETITION PROCUREMENT
☐ Documentation is attached establishing that full and open competition in connection with a particular acquisition is not in the public interest.
☐ Documentation is attached establishing that an unusual and urgent need for the services exists, and RTPA would be seriously injured unless it is permitted to limit the competition.
☐ Documentation is attached establishing that public exigency or emergency will not permit a delay resulting from a full formal competitive procurement for the supplies or services.
☐ Acquisition of an expert or neutral person's services are needed for a current or potential protest, dispute, claim, or litigation.

EXPLANATION:

DESCRIPTION OF PROPOSED LIMITED COMPETITION PROCESS:

Contracts, Task Orders, and Job Orders – Close-Out Instructions

PM Responsibilities:

Keep Track of Contracts & Task Orders - Keep track of the amount of contract capacity and contract expiration date to be sure work can still be done by the Consultant.

Use an Excel or other file noting the original contract amount. Add any amended amounts. Subtract any authorized payments. Know how much is left.

Speak to the PM in charge of the contract ("Contract Manager") before using their contract capacity.

Keep calendar reminders at least a few months before the actual date your contract / task order expires so that you have time to work with Contracts to extend the time before it has expired.

Remember you are not authorized to promise to pay or let the Consultant work before a Notice to Proceed.

Close Out Steps for Contracts, Task Orders and Job Orders

1. **SRTA Consultant Performance Evaluation Tool**

   Prepare an Evaluation of the Consultant/Contractor/Vendor and discuss with Consultant or email Consultant a copy.

2. **Contract Close-Out Letter**

   Prepare the Contract Closeout Letter and request that any final invoices be marked FINAL INVOICE from the Prime Consultant and all Subconsultants.

3. **Final Report – U/DBE and SB, First-Tier Subconsultants**

   For agreements with a DBE goal, final payment and release of retained funds cannot occur until the Consultant completes the Final Disadvantaged Business Enterprise Utilization Report and the PM submits it to the Contracts Inbox.

4. **Finance Encumbrance Liquidation**

   When the final invoice is approved, work with the Chief Fiscal Officer to liquidate the encumbrance.

Appendix 26b

SRTA CONSULTANT PERFORMANCE EVALUATION TOOL

* Please fill in all green-shaded fields. Comments are optional.

Consultant Name:		Contract Phase:	___ Initial ___Mid ___Close
Contract #:		Project Name:	
Date of Evaluation:		Type of Work Performed:	
Evaluation Prepared By:		Small or DBE (Yes or No)	

Please add any other specific factors you evaluated below.

SCORE IN SHADED CELLS: 1 = UNSATISFIED 2 = SATISFIED 3 = VERY SATISFIED		ENTER COMMENTS IN BOXES PROVIDED BELOW:
1) Quality / Technical Performance		
Met work product standards.		
Performed & documented according to approved plan.		
Met DBE/UDBE Goal/Commitment (if applicable).		
Managed subconsultants/DBEs effectively.		
2) Cost Performance		
Finished within Contract budget.		
Invoices were accurate & timely, according to contract.		
3) Schedule Performance		
Submitted accurate and timely deliverables.		
Met milestone or completion due date(s).		
4) Business Relations/Negotiations Performance		
Responded to customer needs.		
Conducted business in a professional manner.		
Provided effective verbal and written communication.		
Grand Total Points:	0	
Calculated Evaluation Score:	*0%*	

SRTA Project Manager:	Printed Name:	Date:

Signature of PM confirms that the evaluation has been provided to Consultant. If applicable, Consultant comments may be attached to the final assessment.

Email completed evaluation to Consultant & submit copy to Chief Fiscal Officer to Close Out Contract.

FINAL REPORT - UTILIZATION OF UNDERUTILIZED/DISADVANTAGED BUSINESS ENTERPRISES (U/DBE) AND SMALL BUSINESS (SB), FIRST-TIER SUBCONTRACTORS

Appendix 26c

Contract No.	County	Location	Project Description	Federal Aid Project No.	Administering Agency	Contract Completion Date
Task/Job Order No.						Task/Job Order Completion Date

Prime Consultant/Contractor (Company Name)	Prime Consultant/Contractor Business Address	Business Ownership by Minority Code			Final Contract or Task/Job Order Amount $
	Address:	BA - Black American	NA - Native American	APA - Asian/Pacific American	
	City/State, Zip Code:	W - Woman	HA - Hispanic American	SCA - Subcontinent Asian American	Federal Share $

SUBCONTRACTOR	CERTIFICATE		CONTRACT/TASK/JOB ORDER PAYMENTS												
			TOTAL PAYMENTS			TOTAL PAYMENTS BY MINORITY GROUP						Date Work Complete	Date of Final Payment	Description of Work Performed & Materials Provided
	SB Cert. #	DBE Cert. #	SB*	DBE*	U/DBE * (FTA Only)	APA	BA (U/DBE)	NA (U/DBE)	HA (U/DBE)	SCA (U/DBE)	W (U/DBE)			
Name Address														
Name Address														
Name Address														
Name Address														
Name Address														
Name Address														
$ -		Total Payments	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		DBE Goal Attainment	- %
Original U/DBE/DBE/SB Commitment													U/DBE Goal Attainment	- %
													SB Participation	- %

* If Sub is both SB, DBE & U/DBE enter the total dollar amount in all three fields

The decision of which column to be used for entering the U/DBE/DBE dollar value is based on what program(s) the firm is certified. This program status is determined by the California Civil Rights Certification Unit based on ethnicity, gender, ownership, and control issues at time of certification. DBE program status may be obtained by accessing the Civil Rights website DBE, SWBE DBE, SWBE, SWBE (www.dot.ca.gov/hq/bep/) and downloading the Caltrans Extract or by calling (916) 227-2201.

List all the major subconsultants, SB, DBEs, and Underutilized DBEs, regardless of tier, whether or not the firms were originally listed for goal credit. If actual U/DBE utilization (or item of work) was different than that approved at time of award, provide comments on a separate page. Use actual amount paid to each entity.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT		
CONSULTANT REPRESENTATIVE NAME	BUSINESS PHONE NUMBER	DATE
TO THE BEST OF MY KNOWLEDGE THE ABOVE INFORMATION IS COMPLETE AND CORRECT		
SRTA PROJECT MANAGER'S NAME	BUSINESS PHONE NUMBER	DATE

v12534

Appendix 27

RECORD OF NEGOTIATION

Contract Number _____ Task Order Number _____

Consultant _____

_____ _____

Functional/Project Manager (Print Name) Task Order Manager (Print Name)

Description _____

DATE	DESCRIPTION OF ACTION	OUTCOME – CHANGES MADE

I have explained any variance of 10% or more from the original ICE and in my opinion the price negotiated remains fair and reasonable as described above.

_____ _____

Signature Title

_____

SRTA or other Agency Name

Note: It is the intent that the record of negotiation covers the period from the development of the first draft of the task order through the submittal of the final draft of the task order.

APPENDIX 28

ON-CALL TASK ORDER FIRM SELECTION FORM
(USE FOR CONTRACTS FOR SERVICES, DO NOT USE FOR A&E FIRMS)

Project Manager: _____ Date: _____

Task Order No.: _____ Contract No.: _____

Task Order Amount: _____

Project Description/Title: _____

You must compare all eligible on-call firms to each other. You may not select one firm and then simply state why it is qualified because, in almost all cases, more than one on-call firm is eligible and qualified for the work. Therefore, a comparison of the firms is required. You must document a comparison of the eligible firms and explain why the firm selected is the best choice among the eligible firms based on the selection factors discussed in the procurement document.

SECTION I

Are you using this document to establish use of a particular on-call firm for work that will go on beyond this Task Order on a Project-wide basis and will be of the best value to SRTA? ☐ Yes ☐ No

If you have marked the "No" box above, skip to Section II of this form. If you have marked the "Yes" box above, briefly describe the range of work that will be expected for the entire Project, beyond what is being awarded in the current Task Order:

(Explanation)

☐ The on-call firm identified below for award of this Task Order has already performed services on a Project that is in progress. The selected firm was evaluated as the best value to SRTA for the Project overall when price, qualifications, and other factors were considered previously in the Task Order Selection Form dated _____. If this box is marked, skip to Section III of this form.

SECTION II

By marking the box below, you are affirming that the following statements are true.

☐ Selection of firm for this Task Order is based upon qualification(s) and cost (best value).

Describe any additional specialty qualifications and experience needed for Task Order or Project:

(Provide Brief Description of Qualifications and Experience)

If one or more eligible on-call firms were not considered for the work in this Task Order/Project, identify the firm(s) and provide an explanation for why the firms were not considered based on factors such as experience, rates, or past performance:

(Explanation)

Draft Scope of Work was discussed with or compared with the SOQs or proposal(s) of the on-call firms shown below:

☐ Name of Firm	☐ Name of Firm	☐ Name of Firm	☐ Name of Firm
☐ Name of Firm	☐ Name of Firm	☐ Name of Firm	☐ Name of Firm
☐ Name of Firm	☐ Name of Firm	☐ Name of Firm	☐ Name of Firm

SECTION III

Check all that apply for your comparison analysis. The selected firm:

- ☐ Offers the most relevant experience based on the complexity level of this Task Order/Project compared to the other firms evaluated.
- ☐ Can meet the schedule needed for completion of the scope of work for this Task Order/Project.
- ☐ Has availability to take on additional work without jeopardizing existing project deliverables and performance.
- ☐ Provides the most appropriately experienced and skilled key personnel for this Task Order/Project when compared to the other firms evaluated.
- ☐ Has prior work experience with this Project that will prevent work from being redone and; therefore, will provide a better value to SRTA compared to the other firms.
- ☐ Demonstrated best understanding of the Project and approach during interviews/discussions as compared to the other firms.
- ☐ Offered the best overall proposal for this Task Order/Project taking level of effort and rates into account.
- ☐ Was selected in previous documentation for the overall Project and has performed to SRTA's satisfaction on prior work for the Project.
- ☐ Performance ratings of firm on previous work establish it has performed satisfactorily for SRTA.
- ☐ Other (see explanation below)

Document discussions with on-call firms confirming information marked in boxes above and/or identifying information in proposals or other documents establishing that the qualifications and cost of selected firm for this Task Order/Project are the best value for SRTA's needs. Make sure to discuss rates/costs of selected firm compared to other eligible firms.

(Explanation)

I am not aware of any conflicts of interest or organization conflicts that would arise as a result of choosing (name of firm) and believe it is best qualified for this Task Order/Project.

Project (or Task Order) Manager	Date
Accepted by Chief Fiscal Officer	Date

PURCHASING SCHEDULE WORKSHEET

FTA grantees are encouraged to utilize available state and local intergovernmental agreements for procurement or use of common goods and services.[1] FTA uses the term "state or local government purchasing schedule" to mean an arrangement that a State or local government has established with several or many vendors in which those vendors agree to provide essentially an option to the State or local government, and its subordinate government entities, to acquire specific property or services in the future at established prices.[2]

Project Manager:	
Date:	
Brief description of goods/services:	
Requested Amount:	$
OWP Number:	
Will the purchase be paid for with FTA or FHWA funds?[3]	☐ YES ☐ NO

Purchasing Schedule Details

Vendor Name:	
Name of Cooperative who offers the solicitation:	
Name of Agency who issued the solicitation:	
Procurement Method:	☐ Invitation for Bid (IFB) ☐ Request for Proposal (RFP)
Basis of Award:	☐ Award was made to the lowest responsive and responsible bidder who conformed to all material terms and conditions of the solicitation. [IFBs] ☐ Award was made to the responsible offeror whose proposal was most advantageous with price and other factors considered. The evaluation criteria used to score the proposals was included in the solicitation. [RFPs]
Was a geographical preference listed in the solicitation (i.e. gave in-state vendors a bidding preference)?	☐ YES[4] ☐ NO
Names of vendors who were awarded contracts:	1. 2. 3. 4. 5. 6.

In order to determine whether the utilization of a state or local government purchasing schedule is feasible, the following must be answered affirmatively by the Contracts Analyst and supporting documentation for each statement must be provided.

[1] FTA BPPM Section 4.7.2.2
[2] FTA Circular 4220.1F, Chapter V. Section 4
[3] The FTA provisions must be included in the purchase order provisions and the vendor must sign the federal forms prior to the issuance of the purchase order.
[4] FTA prohibits the use of geographical preference in competitive solicitations. A solicitation with geographical preference may not be used in the purchase will be paid for with federal funds.

BY MARKING THE BOXES BELOW, YOU ARE AFFIRMING THAT THE FOLLOWING STATEMENTS ARE TRUE.	
☐	**I have obtained quotations from each of the vendors who were awarded a contract and selected the vendor with the lowest price for the item(s) I am purchasing.** Required documentation: • Quotations from all awarded vendors
☐	**I have obtained a copy of the contract and the solicitation document, including the specifications.** Required documentation: • Solicitation (RFP, IFB, etc.) including the specifications • Addenda issued (if applicable) • Legal notices/advertisements • Successful bid/proposal • Scoring summary (if RFP process was used) • Notices of Award • Summary of procurement (number of respondents, how award determination was made, if any proposals/bids were deemed non-responsive, if there were any protests and what the outcome was, and any other information summarizing the procurement process and award to the selected consultant/contractor/vendor.) • Original Contract • Contract Amendments (if applicable)
☐	**The contract price remains fair and reasonable.**
	Required documentation: • Market analysis demonstrating price is fair and reasonable.
☐	**The contract term complies with the five-year term limit established by the FTA.**
	Required documentation: • Contract start and end dates, including all option periods in effect.

Page 2 of 2

DOCUMENTATION OF CONTRACT PAYMENT TYPE SELECTION

This form shall be used to document how the contracting type was selected. To best determine which contract type is suitable, classify the situation by checking off the appropriate boxes below. All elements must apply to use selected type.[1] All references to "contractor" shall be treated the same as "consultant".

CONTRACT TYPE	Requirements to utilize contract type	SUBCONTRACT TYPE	Requirements to utilize subcontract type
☐ FIXED PRICE	☐ Commercial items, supplies, or low-risk service contracts with performance/functional/design specs ☐ Product/service must be delivered as specified and no payment can occur until the product/service that meets the contract specification is delivered ☐ Price that remains fixed irrespective of the contractor's cost experience in performing	☐ FIRM FIXED PRICE (LUMP SUM OR UNIT PRICE)	☐ Contractor has complete responsibility for costs of performance and resulting profit/loss
		☐ FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT	☐ Contingencies in contracting period will occur or contract is high risk ☐ Doubt of stability of costs/prices over extended period of time ☐ Price adjustment is based upon: ☐ Published indices ☐ Actual contractor costs ☐ Increase/decrease of published prices ☐ Contract defines circumstances under which economic price adjustment will be made and means by which it will be calculated
☐ COST REIMBURSEMENT	☐ Payment of allowable incurred costs to the extent prescribed in the contract ☐ Estimate of total cost that contractor cannot exceed without a written amendment ☐ Uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to establish fixed prices	☐ COMPLETION FORM	☐ Describes the scope of work by specifying an end product or definite goal ☐ Contractor must complete work and deliver end item as condition for payment of entire fee
		☐ TERM FORM	☐ Describes work in general terms and obligates contractor to devote specified level of effort for a stated time period ☐ Fixed fee is payable at expiration of stated period if contractor has furnished specified level of effort
☐ TIME AND MATERIALS	☐ Determination is made that no other type of contact is suitable ☐ Services or supplies ☐ Payment of labor costs is on basis of fixed hourly billing rates specified in contract (including wages, indirect costs, general & administrative expenses, and profit) ☐ Labor hours are flexible ☐ Materials are billed at cost ☐ Maximum obligation (ceiling price) is included in contract that cannot be exceeded without an amendment	☐ LABOR HOUR	☐ Materials are not supplied by contractor

Project Manager's Signature: _____ Date: _____

[1] FTA Best Practices Procurement Manual, Section 2.4.3

Appendix 31

DBE COMPLAINT PROCEDURES AND DBE COMPLAINT PROCESS DESCRIPTION FOR STAFF

A. Within 10 business days of being informed by Shasta Regional Transportation Agency (SRTA) that it is not responsive because it has not provided sufficient U/DBE documentation, a bidder/offeror may request administrative reconsideration. For DBE-related complaints arising during the administration of a contract or outside of the procurement process, the complaint must be filed within 30 days of the date of the alleged SRTA discretionary action forming the basis of the complaint. Complainants should make this request in writing to the following reconsideration official or his/her designee using the attached complaint form:

   Disadvantaged Business Enterprise Liaison Officer
   SRTA
   address

B. The reconsideration official will not have played any role in the alleged discretionary action that is the basis for the complaint. The reconsideration official will review the administrative record concerning the reconsideration request (AR) and determine if it requires resolution by a committee or may be resolved by an appointed reconsideration person as the committee.

C. As part of this reconsideration, the complainant will have the opportunity to provide written documentation or argument concerning the issues. The complainant may also have the opportunity to meet in person with the reconsideration committee or official to discuss the issues.

D. The reconsideration committee and/or official will review the reconsideration request in a timely manner and may hold an informal hearing if deemed necessary in order to complete its investigation. The reconsideration committee or official will prepare a recommendation regarding the complainant's reconsideration request, in writing, to SRTA's Executive Director within 30 (thirty) calendar days of the date of receipt of the request. All materials included with the AR at time of submittal will be considered. The Executive Director will either sustain or reject the reconsideration document in writing based upon the recommendation of the administrative committee or official and the best interests of SRTA. This decision will be communicated in writing to the complainant.

E. **The result of the SRTA reconsideration process is not administratively appealable to the Department of Transportation, however, the complainant may contact one or more of the following agencies that oversee various aspects of SRTA DBE Programs to file a complaint directly with those agencies:**

Director, Office of Civil Rights
Federal Transit Administration
1200 New Jersey Ave, SE
Washington, DC 20590

Caltrans District Local Assistance:

(Insert appropriate district contact info above)

DBE Complaint Process Description for Staff

1. INTRODUCTION

These processes are intended to assist SRTA staff in managing DBE-related complaints arising out of or related to a contract between a consultant/contractor, SRTA and/or any DBE prime consultants/contractors/subcontractors/subconsultant. It is important to note that DBE dispute/complaint references provided herein are examples and are not intended to be inclusive of all issues that can arise from DBE requirements. These processes are intended to serve as

the framework for receiving, tracking, and resolving complaints, thereby creating an efficient method for handling these issues.

These procedures are meant to provide details for staff. The types of DBE complaints intended to be covered by these procedures, include, but are not limited to:

- Disputes related to whether a proposer/bidder has provided sufficient DBE documentation
- Disputes related to project participation by DBEs
- Termination of DBE contractor/subcontractor
- Nonpayment of a DBE firm
- Failure to provide a DBE the work to which the prime committed

The complaint resolution process will focus on gathering pertinent information, determining the responsibilities of the affected parties and achieving a thorough understanding of the issue(s) in dispute. SRTA staff should be committed to providing a timely response and resolution and evaluating complaints in accordance with the terms of the contract documents and applicable laws.

A. Governing Regulations and Statutes

All complaint resolution actions will be governed by any or all of the following non-exhaustive list of applicable laws, regulations, and documents:

- 49 CFR Part 26
- State of California Department of Industrial Relations Prevailing Wage Determinations
- California Labor Code
- SRTA solicitation documents
- SRTA contract documents

2. RECEIVING A COMPLAINT

Complaints addressed in these processes will typically originate from a compliance related issue/discrepancy discovered by SRTA or its authorized representative, as part of the standard DBE compliance monitoring review.

A. Evaluating a Complaint

Any contractor/consultant/subcontractor/subconsultant that believes that it has been subjected to a violation under DBE-related laws, regulations or contractual requirements as a result of a SRTA discretionary action, may file a complaint with SRTA. A complaint is a written or electronic statement concerning an allegation of noncompliance that contains a request for SRTA to take some type of remedial action. Complaints must be in writing and may be filed by mail or fax, in person, or online. Immediately upon receipt, the SRTA **DBE Reconsideration Official** should determine whether the correspondence constitutes a DBE-related complaint.

The following are examples of items that should not be considered a complaint:

(a) Anonymous correspondence;

(b) Inquiries seeking advice or information;

(c) Courtesy copies of correspondence or complaints filed with other agencies; and

(d) Oral allegations (exceptions should be made for people with disabilities or who require translation assistance on request).

Correspondence that is not a complaint but nevertheless potentially involves a DBE-related compliance deficiency should be recorded by SRTA staff as an inquiry if staff believes an issue might eventually evolve into a complaint.

B. Record and Track Complaint

A complaint (or potential complaint) should be date stamped by the receiving office immediately upon receipt. This step is important because the date that SRTA receives the complaint may affect a complainant's ability to seek redress. Once correspondence has been deemed a complaint, SRTA staff should document the appropriate information and assign a case or tracking number, and create an investigative case file to hold all documents and information pertaining to the complaint.

When recording a complaint, the following guidelines should be applied:

(a) Each complaint should be assigned a separate number;

(b) Complaints filed by more than one person that raise substantially identical allegations against the same recipient may be treated as one complaint and assigned one case number;

(c) Complaints filed by more than one person against the same entity should be assigned separate case numbers if they contain different allegations;

(d) New allegations filed by the same complainant against the same entity after the investigative process has begun should be reviewed on a case-by-case basis to determine whether the allegations should be added to the existing complaint or treated as a new complaint; and

(e) Complaints filed by entities, such as advocacy groups, where there are multiple complainants, but one entity handling all complaints should receive one case number.

C. Initial Considerations After Receipt of Complaint

Once SRTA concludes that correspondence is a complaint staff should determine whether the complaint is "complete" in order to proceed with complaint processing and resolution. For a complaint to be complete it should include the following information if applicable:

(a) A written explanation of the violation(s) of DBE-related laws, regulations or contractual requirements complainant believes has occurred and that involve SRTA

(b) Information necessary to contact the complainant (if the complaint is filed by e-mail, SRTA should request the sender's actual name and address, if not provided)

(c) Identification of the person(s) or group(s) injured by the alleged violation

(d) Identification of the person(s) or organization(s) alleged to have committed the violation

(e) Sufficient information to understand the facts that led the complainant to a violation of DBE-related laws, regulations or contractual requirements occurred and when the violation took place

SRTA may contact the complainant by telephone or e-mail to obtain missing information. In instances in which further information is needed in writing, especially when the complainant cannot be reached by telephone, staff may wish to send the individual a complaint form. However, staff should always advise the complainant that he or she is *not required* to use the complaint form to submit the complaint or additional information, but rather may choose to provide the information it asks for in some other format.

Regardless of the method of contact or at what stage in the investigation information is requested, the complainant should be informed that SRTA will close the case if the information is not provided within 30 days. SRTA may extend the deadline depending on the extent of the information request or other special circumstances. The complainant should be notified in writing of closure of the investigation.

If the complaint contains sufficient information for at least one allegation, but lacks sufficient information for other allegations, staff should attempt to obtain the missing information, as described above. Complainant should be notified in writing that allegations lacking sufficient information that is not supplied within the 30-day timeframe will be closed;

Staff should work with each complainant to ensure receipt of sufficient information to evaluate the complaint. People with disabilities and limited English proficiency, in particular, may need assistance preparing complaint materials.

If the complaint is submitted on behalf of a complainant by an attorney, SRTA staff should call the attorney for additional information or to request permission to contact the complainant directly. In addition, if it appears the complainant may be represented by an attorney (especially if the complaint states that the matter raised has been or will be filed in court), staff should ask the complainant whether he or she is represented by an attorney concerning the complaint. If so, staff should contact the attorney for permission before further contacting the complainant directly.

D. Determining Whether the Complaint is Timely

SRTA DBE Complaint Procedures state that complaints that arise due to a proposer/bidder being found non-responsive due to failure to provide sufficient U/DBE documentation must be filed within 10 business days, and other types of DBE-related complaints must be filed within 30 days of the last date of the alleged discrimination. The filing date of the complaint is the earlier of: (1) the postmark of the complaint or (2) the date the complaint is received by SRTA's main office.

If a complaint is not filed within these timeframes, SRTA staff the SRTA Executive Director may grant an extension under any of the following circumstances:

(a) The complainant could not reasonably be expected to know the act was a violation within the 30-day period, and the complaint was filed within 30 days after the complainant became aware of the alleged violation;

(b) The complainant was unable to file a complaint because of incapacitating illness or other incapacitating circumstances during the 30-day period, and the complaint was filed within 30 days after the period of incapacitation ended;

(c) The complainant filed a complaint alleging the same discriminatory conduct within the 30-day period with another Federal, state, or local civil rights enforcement agency, and filed a complaint with SRTA within 30 days after the other agency had completed its investigation or notified the complainant that it would take no further action;

(e) The violation is of a continuing nature.

E. Closing an Investigation

The SRTA reconsideration official/committee may decide to send a letter to the complainant informing him/her/it that SRTA will not proceed further with investigation or reconsideration, if one or more of the following conditions exist:

(a) The complaint is untimely filed;

(b) The complaint is so weak, insubstantial, or lacking in detail that it is without merit, or so replete with incoherent or unreadable statements that it, as a whole, cannot be considered to be grounded in fact;

(c) The complainant fails to respond to repeated requests for additional information needed to process the complaint;

(d) The complainant cannot be located after reasonable attempts;

(e) There is no statutory or alleged basis for the complaint, or the complainant does not allege any harm with regard to current programs or statutes;

(f) The complaint is a continuation of a pattern of previously filed complaints involving the same or similar allegations against the same recipient or other recipients that have been found factually or legally insubstantial;

(k) The same allegations and issues of the complaint have been addressed in a recently resolved complaint or compliance review;

(l) The complainant decides to withdraw his or her complaint. If the complaint included class allegations, the office may close out the entire complaint, pursue resolution of the class allegations, or use the information to target future compliance review activity;

(m) Litigation has been filed raising the same allegations with the same basis(es) and issue(s) involved in the complaint;

(n) The death of the complainant or injured party makes it impossible to investigate the allegations fully, or when the death of the complainant or injured party forecloses the possibility of relief because the complaint involved potential relief solely for the complainant or injured party;

3. INVESTIGATION OF COMPLAINT

Upon receiving the complaint statement, and after acknowledging receipt of complaint statement, SRTA staff should review the complaint statement and all supporting documentation provided.

The investigation should be confined to the issues and facts relevant to the allegations in the complaint, unless evidence shows the need to extend the issues

The investigation will take the following steps (at a minimum) to arrive at a prompt resolution. The specific steps include:

- Identify the appropriate contacts and names of all persons affected by the dispute.
- Identify and review all relevant documents, practices and procedures to determine appropriate resolution, including but not limited to relevant DBE regulations, DBE program documents, solicitation, contract, etc.
- If the complaint involves a discrepancy in payment, look for supporting documentation provided by the Contractor/Subcontractor, such as invoices that conflict with SRTA records.

After deciding to proceed with investigation of the complaint, staff should notify the complainant and other parties alleged to have violated a DBE requirement that the complaint has been accepted for investigation. The notification letter to should contain the following:

(a) SRTA understanding of the basis for the complaint;
(b) Brief statement of the allegations;
(c) Indication of when the parties will be contacted by SRTA;
(e) Cautionary statement that recipients or other persons shall not intimidate, threaten, coerce, or discriminate against the complainant because he or she has made a complaint, testified, assisted, or participated in any manner in an investigation proceeding or hearing under Title VI or any other laws or regulations related to nondiscrimination;

(f) SRTA contact information.

If during the course of the investigation/analysis, the complainant or another involved party wishes to submit additional information concerning the dispute, SRTA staff should accept such information, so long as it is pertinent to resolving the pending issue

4. DOCUMENTATION GUIDELINES

The following guidelines should be followed for keeping records and providing information when responding to Contractor/Subcontractor disputes, questions, and all other potential claims:

- Make sure that reports and documents (such as those submitted to SRTA counsel and the USDOT) are factual and accurate.
- The communication between SRTA and Contractor/Subcontractor concerning issue in dispute should be in writing.
- Record the full name and contact information of all Contractor/Subcontractor personnel (who work for the company raising the challenge).

5. RESPONSE

After the reconsideration official/committee comes to a decision, the recommendation(s) should be put in writing and provided to the Executive Director. The Executive Director should document whether she/he sustains or rejects the recommendation(s). The SRTA response to the complainant should include the following information:

- Information considered during the SRTA investigation
- Other parties with whom SRTA consulted
- Supporting documentation (USDOT or Caltrans decisions, regulations, laws, etc.)
- Final decision and recommendations for subsequent action by involved parties

Appendix 32

SRTA Cost Analysis Form

PAGE OF PGS

Cost Analysis Summary (For New Contracts including Letter Contracts) (See Instructions Below)	
Solicitation #	Supplies And/Or Services to be Furnished
Preparer's Name, Department, Title Phone	
Division(s) and Location Where Work is to Be Performed	Approval Signature

Detail Description Of Cost Elements					
1. Direct Material		**Vendor A Proposal**	**Vendor B Proposal**	**Independent Estimate**	**Analysis**
A. Purchased Parts					
B. Subcontracted Items					
C. Other	1. Raw Material				
	2. Standard Commercial Items				
Total Direct Material					
2. Material Overhead (RATE % x $ Base*)					

3. Direct Labor	**Estimated Hours**	**Rate/Hour**	**Vendor A ($)**	**Vendor B ($)**	**Independent Estimate**	**Variance**
Total Direct Labor						

4. Labor Overhead	**Vendor A ($)**	**Vendor B ($)**	**Independent Estimate**	**Variance**
OH Rate				
x Base (labor total above)				
Total Labor Overhead				

5. Other Direct Costs	**Vendor A ($)**	**Vendor B ($)**	**Independent Estimate**	**Variance**
A. Special Tooling/Equipment				
Total Special Tooling/Equipment				
B. Travel				
1) Transportation				
2) Per Diem or Subsistence				
Total Travel				

Detail Description Of Cost Elements (continued)	**Vendor A ($)**	**Vendor B ($)**	**Independent Estimate**	**Variance**
C. Individual Consultant Services				
Total Individual Consultant Services				
D. Other				
Total Other				
E. Subtotal Direct Cost and Overhead				
6. General and Administrative (G&A) Rate %				
X $ Base (Use 5. E above)				
7. Royalties (if any)				
8. Subtotal Estimated Cost				
9. Contract Facilities Capital and Cost of Money				
10. Subtotal Estimated Cost				
11. Fee or Profit				
12. Total Estimated Cost and Fee or Profit				
13. Discounts				
14. Option Costs (specify)				
15. Adjusted Cost				

Appendix 33

PRICE ANALYSIS

PO/Contract: _____

The evidence compiled by a cost/price analysis includes:

- Developing and examining data from multiple sources whenever possible that prove or strongly suggest the proposed price is fair.
- Determining when multiple data consistently indicate that a given price represents a good value for the money.
- Documenting data sufficiently to convince a third party that the analyst's conclusions are valid.

DATE: _____ PREPARED BY: _____

The pricing quoted on the attached sheet(s) is deemed to be fair and reasonable based on the following type of analysis:

☐ Comparison with competing suppliers' prices or catalog pricing for the same item. (Complete comparison matrix and attach supporting quotes or catalog pages.)

☐ Comparison of proposed pricing with in-house estimate for the same item. (Attach signed in-house estimate and explain factors influencing any differences found. Complete summary matrix.)

☐ Comparison of proposed pricing with historical pricing from previous purchases of the same item, coupled with market data such as Producer Price index or Inflation Rate over the corresponding time period. (Attach data and historical price record.)

☐ Analysis of price components against current published standards, such as labor rates, dollars per pound, etc. to justify the price reasonableness of the whole. (Attach analysis to support conclusions drawn.)

SUMMARY MATRIX

ITEM	Proposed or Pre-Negotiated Pricing	Average Market Price	Competitor A	Competitor B	In-House Estimate	Other

Attachments:Analysis/Conclusions:

Credit Card Charges Summary (Last four Digits of Card _____) Appendix 34

Date	Est. Amt	Actual Amt	Description and Purpose	Account and Work Element

* Each use of the card should be on a separate line.

Card Received by: _____ Date Received: _____

Project Manager Approval: _____

Executive Director Approval: _____

Chief Fiscal Officer Approval: _____

Accounts

5300 Professional Services
5510 Communications (e.g. Postage, FedEx)
5600 Supplies
5610 Printing
5700 Travel
5800 Other Charges

SRTA
Micropurchase Justification Form
(Micropurchases are only valid when funds are directly subvented from a federal agency)

Cost of Procurement:	$
Description of Services, Equipment or Supplies being procured	
Sophisticated or unique terms and conditions (Y/N):	
Explain determination of fair and reasonable price:	
If unable to determine fair and reasonable price, document at least three bids and how they were obtained (written or oral):	
Bid 1	
Bid 2	
Bid 3	
Successful firm	

I certify that this procurement has not been split to avoid a competitive procurement.

_____
Signature
SRTA Staff

Appendix 36

SRTA
Limited Procurement Response

Description of Services	
Method of Procurement	
Response to Advertisement	
Outreach to List of Potential Firms	
Reasons Firms did not Respond:	Can be addressed by re-advertisement Yes/ No
	Explanation:

Approval to move forward with selection and award.

_____
Signature
SRTA Executive Director

EXHIBIT 12-F COST-EFFECTIVENESS/PUBLIC INTEREST FINDING

U.S. DEPARTMENT OF TRANSPORTATION	FEDERAL HIGHWAY ADMINISTRATION	CALIFORNIA DEPARTMENT OF TRANSPORTATION

COST-EFFECTIVENESS/PUBLIC INTEREST FINDING

COST-EFFECTIVENESS DETERMINATION REQUIRED	PUBLIC INTEREST DETERMINATION REQUIRED
☐ Use of State account (23 CFR 635.204, 205)* ☐ Use of publicly owned equipment (23 CFR 635.106) ☐ Other*: _____ * Requires Caltrans District approval ** Requires FHWA approval *** Must be emailed to: Proprietary.PIF@dot.ca.gov. Certification below must accompany PIF if no suitable alternative exists or if proprietary item is essential for synchronization with existing highway facility.	☐ Use of non-competitive negotiated consultant contracts (23 CFR 172.7) (a) (2)* ☐ Use of publicly furnished materials (23 CFR 635.407) ☐ Use of proprietary products and processes (23 CFR 635.411)*** ☐ Use of contracting method other than competitive bidding (23 CFR 635.104/204)* ☐ Use of mandatory borrow/Disposal sites (23 CFR 635.407) ☐ Advertising period less than 3 weeks (23 CFR 635.112)* ☐ Waiver of Buy America Requirements (23 CFR 635.410)** ☐ Other*: _____

FEDERAL-AID PROJECT	CLASS OF FEDERAL FUNDS: ☐ IM ☐ HR ☐ STP ☐ OTHER:		
	STEWARDSHIP: ☐ DELEGATED ☐ HIGH PROFILE		
ID	DIST-CO-RTE- PM	ESTIMATED COST	FEDERAL FUNDS

PROJECT SPECIFIC ☐ MULTIPLE PROJECTS ☐ REGIONAL/DISTRICTWIDE ☐ STATEWIDE ☐

IF A PROPRIETARY ITEM AND NOT PROJECT SPECIFIC, WHAT IS THE EXPIRATION DATE: _____

GENERAL LOCATION	GENERAL DESCRIPTION OF WORK:

REASONS THAT REQUESTED APPROVAL IS CONSIDERED TO BE COST-EFFECTIVE OR IN THE PUBLIC'S BEST INTEREST (STATE):

REMARKS (STATE):

PREPARED/APPROVED BY LOCAL AGENCY'S REPRESENTATIVE	REPRESENTATIVE NAME AND TITLE:	Date:
*APPROVED BY DISTRICT LOCAL ASSISTANCE ENGINEER (DLAE)	DLAE NAME:	Date:
**APPROVED BY FHWA (Buy America Waiver only)	FHWA REPRESENTATIVE NAME:	Date:

Distribution: (1) Local Agency File - Original; (2) DLAE - Copy; (3) Caltrans Project Manager - Copy if on the SHS

EXHIBIT 12-F COST-EFFECTIVENESS/PUBLIC INTEREST FINDING

CERTIFICATION

(Applicable to Proprietary Products and Processes if no suitable alternative exists or if proprietary item is essential for synchronization with existing highway facility. This Certification and accompanying Proprietary Item PIF must be emailed to Proprietary.PIF@dot.ca.gov)

Trade Name of Proprietary Product or Process: _____

Describe the Specific Product: _____

_____

[As Applicable, either:]

"I (name of certifying official), (position title), of the (Name of contracting agency), do hereby certify that in accordance with the requirements of 23 CFR 635.411(a)(2), that this patented or proprietary item is essential for synchronization with existing highway facilities.

or

"I (name of certifying official), (position title), of the (Name of contracting agency), do hereby certify that in accordance with the requirements of 23 CFR 635.411(a)(2), that that no equally suitable alternative exists for this patented or proprietary item.

SUPPORTING INFORMATION

What are the unique properties, synchronization aspects and/or operational features that this product provides such that no equally suitable alternative exists?

_____
_____
_____
_____
_____
_____

What Level of Evaluation and Testing of Potential Products has been done?

_____
_____
_____
_____
_____

(ATTACH ADDITIONAL SHEETS AS NECESSARY)

EXHIBIT 12-F COST-EFFECTIVENESS/PUBLIC INTEREST FINDING

INSTRUCTIONS

1. Check appropriate box under "Cost-Effective Determination Required" or "Public Interest Determination Required."
2. Check "Class of Funds" as follows: IM-Interstate Maintenance, NH-National Highway, STP—State Transportation Program, Other (all other classes).
3. Provide the Federal-aid Project ID number in first column.
4. Identify Caltrans District-County-State Route-Post Mile, or City and street in second column.
5. List Estimated Cost of the portion of the project subject to this PIF.
6. List the amount of the Federal Funds in the portion of the project subject to this PIF.
7. Describe "General Location" applicable to this PIF.
8. Provide "General Description of Work" affected by this PIF.
9. Explain and give "Reasons that requested approval is considered to be cost-effective, or in the public's best interest." Provide cost analysis or comparison as evidence of cost-effectiveness.
10. "Remarks" is for the Local Agency Representative preparing the Finding.
11. Signature, Name, and Title of Local Agency Representative preparing or approving PIF, as appropriate, and Date.
12. Signature and Name of District Local Assistance Engineer approving the PIF, as required, and Date.
13. Signature and Name of FHWA representative approving the PIF for Buy America waivers, and Date.
14. If a patented or proprietary item is used, a self-certified PIF or certification shall be emailed to Proprietary.PIF@dot.ca.gov.

Request for Major Construction Procurement Checklist

1	**Project Title** *(if different from Requisition Form)*:	
2	**Special Requests of Timing?** *(ex. Funding Deadlines, Board Meeting Deadlines, Construction Deadlines, etc)* **Y or N** *If Yes, provide date(s)* _____	
3	**Attachments:** ___Procurement Requisition ___ PDF of Plans ½ & full ___ Copy of Grant (If Applicable) ___Engineering Estimate in Excel format ___ LD Memo ___ Bid Form (in word) ___Approved PS&E Checklist/Memo ___ Brief Scope of Work ___Section 2-1.21, Project Specific Qualifications _____ NAICS Codes ___ Section 10 & higher (in word) ____ Additional Reports, Permits, etc (If Applicable)	
4	**Required Contractor's License(s) for the PRIME CONTRACTOR**	
5	**Section 5-1.02.2, Submittals**	1. The first technical submittal is due _____ days after first working day. (Typically 45 days) 2. $10,000 penalty if technical submittal is missed? Y or N
	Section 5-1.05, Order of Work	Identify section number _____ where Order of Work is clearly defined.
	Section 5-1.18, Maintaining Rail Traffic	_____ Modified Transit Schedule (if applicable)
6	**Section 7-1.01, INDEMNIFICATION and Insurance Coverage: Identify all agencies that must be covered in this project (select all that apply)** ___ SRTA ___Caltrans ___ City ____ County ___ Other: _____ (List all cities or agencies not listed)	
	Section 7-1.12A. Indeminification (cont.) Provide CM firm and design firm name here	
	Section 7-1.12B, Insurancels Standard Insurance Coverage adequate? (See AttachedmentInstructiolns for Details)	Is Standard Insurance Coverage adequate? (See Attached Instructions for Details) Y or N *If No, provide amount* $_____
	Additional Coverage (select all that apply): ___ B1 ___ B2 ___ B3 ___ B4 ___ B5 ___ B6	Identify if additional limits will be needed and for which type of coverage:
	Section 7-6.02, Relief from Maintaince & Responsibility:	Provide list if applicable Landscaping (plant establishment)? (Y/N)
	Section 7-6.05, Acceptance of Contract	
	Section 7-1.01H, SWPPP	Provide Draft SWPPP if available.
7	**Section 8-1.01, Subcontracting**	*Provide _____% and Explanation* No lower than 35% (self-perform)
	Section 8-1.03, Beginning of Work	Provide Number of Working Days?_____ WD **If applicable, Number of Calendar Days to maintain plant establishment?**
	Section 8-1.07 Liquidated Damages: Provide signed LD calculation	$_____LD/Day
8	**Section 9-1.04 Payment Schedule:**	**Partial Payment Ok?** Y or N
9	**For Section 10 & beyond:**	Provide in Word format; see Instruction Sheet for formatting requirements.
10	**Rolling Stock:** See Table in Instruction Sheet to determine if this Project has Rolling Stock.	
Milestone Dates:		
Next Steps:		

Updated 04/17/14

Request for Major Construction Procurement Checklist

1	**Project Title** *(if different from Requisition Form)*:	
2	**Special Requests of Timing?** *(ex. Funding Deadlines, Board Meeting Deadlines, Construction Deadlines, etc)* **Y or N** *If Yes, provide date(s)* _____	
3	**Attachments:** ___Procurement Requisition ___ PDF of Plans ½ & full ___ Copy of Grant (If Applicable) ___Engineering Estimate in Excel format ___ LD Memo ___ Bid Form (in word) ___Approved PS&E Checklist/Memo ___ Brief Scope of Work ___Section 2-1.21, Project Specific Qualifications _____ NAICS Codes ___ Section 10 & higher (in word) ____ Additional Reports, Permits, etc (If Applicable)	
4	**Required Contractor's License(s) for the PRIME CONTRACTOR**	
5	**Section 5-1.02.2, Submittals**	1. The first technical submittal is due _____ days after first working day. (Typically 45 days) 2. $10,000 penalty if technical submittal is missed? Y or N
	Section 5-1.05, Order of Work	Identify section number _____ where Order of Work is clearly defined.
	Section 5-1.18, Maintaining Rail Traffic	_____ Modified Transit Schedule (if applicable)
6	**Section 7-1.01, INDEMNIFICATION and Insurance Coverage: Identify all agencies that must be covered in this project (select all that apply)** ___ SRTA ___Caltrans ___ City ____ County ___ Other: _____ (List all cities or agencies not listed)	
	Section 7-1.12A. Indeminification (cont.) Provide CM firm and design firm name here	
	Section 7-1.12B, Insurancels Standard Insurance Coverage adequate? (See AttachedmentInstructiolns for Details)	Is Standard Insurance Coverage adequate? (See Attached Instructions for Details) Y or N *If No, provide amount* $_____
	Additional Coverage (select all that apply): ___ B1 ___ B2 ___ B3 ___ B4 ___ B5 ___ B6	Identify if additional limits will be needed and for which type of coverage:
	Section 7-6.02, Relief from Maintaince & Responsibility:	Provide list if applicable Landscaping (plant establishment)? (Y/N)
	Section 7-6.05, Acceptance of Contract	
	Section 7-1.01H, SWPPP	Provide Draft SWPPP if available.
7	**Section 8-1.01, Subcontracting**	*Provide _____% and Explanation* No lower than 35% (self-perform)
	Section 8-1.03, Beginning of Work	Provide Number of Working Days?_____ WD **If applicable, Number of Calendar Days to maintain plant establishment?**
	Section 8-1.07 Liquidated Damages: Provide signed LD calculation	$_____LD/Day
8	**Section 9-1.04 Payment Schedule:**	**Partial Payment Ok?** Y or N
9	**For Section 10 & beyond:**	Provide in Word format; see Instruction Sheet for formatting requirements.
10	**Rolling Stock:** See Table in Instruction Sheet to determine if this Project has Rolling Stock.	
Milestone Dates:		
Next Steps:		

Updated 04/17/14

Chapter 2.40 - GRANT CONTRACTING AND MANAGEMENT

(AMENDED February 2019)

2.40.010 - GRANT CONTRACT APPROVAL PROCESS

A. Applications for grant funding require pre-authorization by the board of directors. If required, a signed resolution of the board of directors shall be obtained. On occasion, the deadline to submit a grant application and the timing of board of directors' meetings do not align. In such cases, the executive director may authorize submittal of a grant application followed by a request for authorization at the next scheduled board of directors meeting. The board of directors shall have the option to rescind the grant application at this time.

B. Upon notice of grant award, a grant contract shall be prepared by the project manager for review and approval by the executive director and legal counsel. Approval of the grant contract shall then be agendized at a meeting of the board of directors. Non-administrative changes to the originally proposed scope of work (i.e., the addition, subtraction, or substantive changes to work tasks), budget (i.e., a change in overall or major work task cost), or deliverables (i.e., the deletion or substantive modification of specified deliverables) must be agreed upon by the grantor and be included in the grant contract.

C. Grant contracts approved by the board of directors shall be signed first by the chair or vice-chair of the board of directors, or designee of the board of directors (e.g., executive director). The grant contract is then returned to the grantor for signature. A 'notice-to-proceed' is typically provided by the grantor, once the signed grant contract has been received and processed. This date may be different than the date of the last signature on the grant contract. In no case shall grant-reimbursable work be performed until the grant contract is signed by both parties and a notice-to-proceed, if required by the grantor, has been received and documented in the contract folder.

D. Copies of all grants and contracts, including any modifications or amendments thereof, shall be maintained in the agency in a form approved by the executive director.

2.40.020 - GRANT MANAGEMENT RESPONSIBILITIES

A. It is the project manager's responsibility to:

1. Arrange for signatures on the grant contract and any amendments thereof.

2. Work with the accountant/chief fiscal officer to convert the grant agreement budget into line item codes that can be entered into the agency's accounting system.

3. Assign the grant project a name and unique numerical work element number for inclusion in the agency's overall work program and accounting system.

4. Read and understand the particulars of each grant contract.

5. Ensure that staff working on the project understands any particulars unique to the project, grant contract, and funding source.

6. Understand the budget for each project and monitor expenses through the term of the grant contract.

7. Ensure that all documentation, reports, and paperwork needed by an auditor to evaluate compliance with SRTA policies and the terms of the grant contract are documented in the grant contract file.

8. Ensure that all deliverables stated in the grant contract are accumulated during the term of the contract.

9. Complete and submit progress reports and final report in accordance with the term of the grant contract.

10. For any contracting opportunity under the grant, the project manager will keep a control file (throughout the term of the contract and for five years following completion of all work) consisting of the following sections:

    a. Copy of the RFQ, RFP, IFB or informal bid process, and any respective addenda.

    b. Vendor list and copy of notice (if required).

    c. Rationale for type of procurement used.

    d. Independent cost estimate, if informal procurement followed.

    e. Documentation of the publication or advertisement of the procurement.

    f. List of all vendors responding to the procurement.

    g. All documentation relating to the selection process, including, but not limited to: evaluation score sheets, bids, rationale for selection and/or rejection of respondents, the basis for the contract price, and documentation of the price analysis or cost analysis if sole source.

    h. Final contract.

    i. Agency board report, if required.

    j. Notice to proceed.

    k. Change orders or addenda.

l. Cost/price analyses to support change orders.

m. Proof of insurance.

n. Original proposals to the procurement.

o. DBE information, as necessary.

p. Returned mail.

B. It is the accountant/chief fiscal officer's responsibility to:

1. Prepare and enter the agency budget for each grant into the accounting system.

2. Know the financial requirements of each particular grant (sometimes the travel reimbursement rate is different, etc.)

3. Monitor the expenses on each grant to be sure staff complies with rules and regulations of the grant and the budget as approved by the grantor.

4. Generate quarterly project financial reports to assist the project manager and the executive director in keeping project costs within budget. These may be monthly or quarterly financial reports as agreed upon and shall include budget versus actual expenditures for each grant and major work task or category.

5. Invoice the granting agency for reimbursement as soon as it is allowed, and as frequently as permissible and desirable by the agency.

6. Prepare and submit expenditure reports or financial forecast reports as required by the grant contract.

7. Retrieve Catalog of Federal Domestic Assistance (CFDA) numbers for financial statement purposes.

C. It is the executive director's responsibility to:

1. Review quarterly and final reports and expenditures, including eligible staff time, direct expenses, and consultant invoices.

2. Compare actual spending with budgeted amounts and request budget modifications as necessary.

3. Determine the accrued income and expenses prior to the end of the grant period.

4. Review each contract and/or amendment to ensure compliance with fiscal and legal provisions.

2.40.030 - ENTERING INTO AND MANAGING AGREEMENTS WITH SUB-RECIPIENTS OF FEDERAL (STATE) GRANT FUNDS

A. The agency is mandated by the federal and state governments to develop regional plans for transportation, growth management, hazardous waste management, air quality and other issues of regional significance. The agency receives federal funds through the California Department of Transportation (Caltrans). Federal sources of funds primarily include the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) consolidated planning grant funds (CPG). These funds are administered through the Master Fund Transfer Agreement (MFTA) between Caltrans and the agency.

   The following fund sources are governed by the terms and conditions of the MFTA, as included in each annual Overall Work Program Agreement (OWPA) between agency and Caltrans:

   1. FHWA - Metropolitan Planning.

   2. FHWA - Partnership Planning.

   3. FTA Metropolitan Planning - Section 5303.

   4. FTA State Planning and Research - Section 5304.

   5. Any other federal or state Funds administered by and through Caltrans, Office of Regional and Inter Agency Planning Agency and the sub-recipients have access to the Regional Planning Handbook developed by the Caltrans Headquarters Office of Regional and Inter agency Planning (ORIP) as a resource to describe the interactions between Caltrans District, ORIP staff, Metropolitan Planning Organizations (MPOs), Regional Transportation Planning Agencies (Agency's) on the Overall Work Program (OWP) and the Regional Transportation Plan (RTP).

   SRTA may receive Federal and State awards as well as disburse Federal and State funds to sub-recipients and contractors, depending on the terms of agreements with Federal (State) awarding agencies. SRTA staff must make a case-by-case determination whether the agreement entered into for the disbursement of Federal (State) program funds casts the recipient of funds in the role of a sub-recipient or that of a contractor. The Federal/State awarding agency may supply and require recipients to comply with additional guidance to support these determinations.

B. The purpose of this policy is to ensure that both the agency and sub-recipients are in compliance with 2 CFR Part 225 and 49 CFR, Part 18. It is the intent of this policy to document the agency's procedures to ensure that payments made to sub-recipients are for costs associated with activities and/or products identified in the continuing cooperative agreement and that such costs are

allowable and eligible for reimbursement. This manual also provides procedures that agency will follow to exercise oversight of the sub-recipients and the procedures that the sub-recipients will follow to ensure compliance with federal and state laws and regulations.

C. The procedures in this policy apply to the agency, a "pass-through entity", and its sub-recipients seeking to receive grant funds from agency. All sub-recipients of federal and/or state grant funds through agency are subject to the same federal and state requirements as the agency. The agency's Master Fund Transfer Agreement (MFTA) with Caltrans requires the agency and its consultants, sub-consultants and sub-recipients to comply with federal and state requirements set forth in the MFTA.

D. Sub-recipients are non-federal entities that expend federal grant awards or state funds received from a pass-through entity to carry out a federal and/or state program. A sub-recipient may also be a recipient of other awards directly from a federal awarding agency. A sub-recipient may also be a recipient of state funds directly from a state agency. The agency's sub-recipients include, but are not limited to, transportation providers, cities, counties and other public, private and/or non-profit agencies. Agreements with these sub-recipients take the form of Memorandum of Understanding (MOU), Funding Agreements, or similar agreements.

1. Determining a Sub-Recipient vs. a Contractor Role:

a. Sub-Recipients - A sub-award, sometimes referred to as ‘pass-through’ funding, is for the purpose of carrying out a portion of a Federal (State) award and creates a Federal (State) assistance relationship with the sub-recipient. Characteristics that support the classification of the non-Federal (State) entity as a sub-recipient are when the non-Federal (State) entity:

I. Determines who is eligible to receive what Federal (State) assistance;

II. Has its performance measured in relation to whether objectives of a Federal (State) program were met;

III. Has responsibility for programmatic decision making;

IV. Is responsible for adherence to applicable Federal (State) program requirements specified in the Federal (State) award; and

V. In accordance with its agreement, uses the Federal (State) funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

b. Contractors - A contract is for the purpose of obtaining goods and services for SRTA's own use and creates a procurement relationship with the contractor. Characteristics that

support a procurement relationship between the non-Federal (State) entity and a contractor are when the contractor:

I. Provides the goods and services within normal business operations;

II. Provides similar goods or services to many different purchasers;

III. Normally operates in a competitive environment;

IV. Provides goods or services that are ancillary to the operations of SRTA; and

V. Is not subject to compliance requirements of the Federal (State) program as a result of the agreement, though similar requirements may apply for other reasons.

c. Use of Judgment in Making Determination - In determining whether an agreement between SRTA and a non-Federal (State) entity casts the latter as a sub-recipient or a contractor, the substance of the relationship is more important than the form of the agreement. Whereas all characteristics listed above may not be present in all cases, SRTA must apply best judgment in classifying each agreement as a sub-award or a procurement contract.

E. Requirements to Pass-through Federal (State) Funds to a Sub-Recipient. All sub-awards of Federal (State) funding to a sub-recipient must be preceded by a sub-recipient agreement. Prior to doing so, SRTA shall:

1. Ensure that each sub-award is clearly identified as such in a sub-recipient agreement that includes the following information. Should any of the following information not be available, the best available information shall be used.

a. Federal (State) Award Identification;

b. Sub-recipient name (which must match the name associated with its unique entity identifier);

c. Sub-recipient's unique entity identifier;

d. Federal (State) Award Identification Number (FAIN);

e. Federal (State) Award Date of award to the recipient by the Federal (State) agency;

f. Sub-award Period of Performance Start and End Date;

g. Amount of Federal (State) Funds Obligated by this action by SRTA to the sub-recipient;

h. Total Amount of Federal (State) Funds Obligated to the sub-recipient by SRTA including the current obligation;

i. Total Amount of the Federal (State) Award committed to the sub-recipient by SRTA;

j. Federal (State) award project description, as required to be responsive to the Federal (State) Funding Accountability and Transparency Act (FFATA);

k. Name of Federal (State) awarding agency, SRTA, and contact information;

l. Catalog of Federal Domestic Assistance (CFDA) Number and Name, including dollar amount made available under each Federal (State) award and the CFDA number at time of disbursement;

m. Identification of whether the award is for Research and Development;

n. Indirect cost rate for the Federal (State) award (including if the de minimis rate is charged); and

o. Any additional information imposed by SRTA on the sub-recipient to ensure that the Federal (State) award is used in accordance with Federal (State) statutes, regulations, and the terms and conditions of the Federal (State) award.

2. Evaluate each sub-recipient's risk of noncompliance with Federal (State) statutes, regulations, and the terms and conditions of the sub-award, which may include consideration of such factors as:

a. The sub-recipient's prior experience with the same or similar sub-awards;

b. The results of previous audits, including whether or not the sub-recipient receives a Single Audit and the extent to which the same or similar sub-award has been audited as a major program;

c. Whether the sub-recipient has new personnel or new or substantially changed systems; and

d. The extent and results of Federal (State) awarding agency monitoring (e.g., if the sub-recipient also receives Federal (State) awards directly from a Federal (State) awarding agency).

e. Ensure that SRTA imposes any additional requirements on the sub-recipient necessary for SRTA to meet its own responsibility to the Federal (State) awarding agency, including identification of any required financial and performance reports.

f. Receive an approved Federal (State) recognized indirect cost rate negotiated between the sub-recipient and the Federal (State) Government or, if no such rate exists, either a rate negotiated between SRTA and the sub-recipient, or a de minimis indirect cost rate.

g. Require that the sub-recipient permit SRTA and auditors to have access to the sub-recipient's records and financial statements.

h. Require appropriate terms and conditions concerning closeout of the sub-award.

i. Consider imposing specific sub-award conditions upon a sub-recipient as appropriate.

3. Monitoring Sub-Recipients: Sub-recipient activities must be monitored as necessary to ensure that the sub-award is used for authorized purposes and that the sub-recipient is in compliance with Federal (State) statutes, regulations, and the terms and conditions of the sub-award—and if applicable, that sub-award performance goals are achieved. SRTA's monitoring activities shall include:

   a. Reviewing financial and performance reports required by SRTA.

   b. Following-up to ensure that the sub-recipient takes timely and appropriate action on all deficiencies pertaining to the Federal (State) award, as detected through audits, on-site reviews, and other means.

   c. Issuing a management decision for audit findings pertaining to the Federal (State) award.

   d. Monitoring tools identified by SRTA to ensure proper accountability and compliance with program requirements and performance goals, as identified during SRTA's assessment of compliance risk posed by the sub-recipient. Such tools may include:

      I. Providing sub-recipients with training and technical assistance on program-related matters;

      II. Performing on-site reviews of the sub-recipient's program operations; and

      III. Arranging for agreed-upon-procedures engagements.

   e. Verifying that every sub-recipient is audited when it is expected that the sub-recipient's Federal (State) awards expended during the respective fiscal year equaled or exceeded the single audit threshold.

   f. Considering whether the results of the sub-recipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate a correction to SRTA's accounting records.

g. Considering taking enforcement action against noncompliant sub-recipients in response to noncompliance with the terms and regulations imposed by SRTA and the Federal (State) funding agency.

F. Applicable federal regulations include, but are not limited to, the following:

1. Code of Federal Regulations, Title 48, Federal Acquisition Regulations System, Chapter 1, Part 31, Contract Cost Principles and Procedures -This part defines the various types of costs for consultants, including direct and indirect costs, the principles and procedures and a discussion of selected costs that are allowable or unallowable.

2. Code of Federal Regulations, Title 49, Transportation, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Indian Tribal Governments - This part establishes uniform administrative rules for Federal grants and sub awards. Some of the items discussed are rules for matching, or third-party, in-kind contributions. This part also sets out the requirement that sub-grantees must conform to the rules imposed upon grantees and that grantees are responsible for managing and monitoring grant and sub-grant supported activities to assure compliance with applicable federal requirements and that performance goals are being achieved. Rules on conflicts of interest are also included in this part.

3. Code of Federal Regulations, Title 2, Part 225 (Formerly known as Office of Management and Budget Circular A-87, Cost Principles for State, Local and Indian Tribal Governments) - This regulation establishes principles and standards for determining allowable costs for federal awards carried out through grants, cost reimbursement contracts and other agreements with State and local governments and Indian tribal governments. It defines certain elements of costs and discusses allowable and unallowable costs, similar to the Code of Federal Regulations, Title 48, Part 31, noted above. It also contains a section on Indirect Cost Rate Proposals and the way to submit them for approval.

4. Federal Transit Administration, Circular C 4220.1E, Third Party Contracting Requirements; This circular sets forth the requirements a grantee must adhere to in the solicitation, award and administration of its third-party contracts.

5. Federal Transit Administration, Circular C 5010.1C, Grant Management Guidelines - The purpose of this circular is to provide guidelines and management procedures for Metropolitan Planning grants, Capital Program grants and Urbanized Area Formula grants for assistance programs of the Federal Transit Administration {FTA), after award.

6. Federal Transit Administration, Circular C 8100.1B, Program Guidance and Application Instructions for Metropolitan Planning Grants - This circular provides application instructions and program guidance instructions for the preparation of Metropolitan Planning Program (MPP) grant applications for funds authorized by 49 U.S.C. 5303.

7. The Code of Federal Regulations, Titles 48 and 49, may be accessed on the Internet at *http://www.gpoaccess.govlcfr* The Office of Management and Budget (OMB) Circular A-87 may be accessed at *http://www.whitehouse.gov/lomblcircularsla087.* The Federal Transit Administration circulars may be accessed at *http://www.fta.dot.gov/laws/circulars.*

G. Sub-recipients must also comply with the Federal Certifications and Assurances, including the Lobbying Certification, published annually in agency's OWP, as required by the MFTA.

H. Sub-recipients must also comply with the Caltrans Local Assistance Procedures Manual Chapter 5, Accounting/Invoicing (LPP 04-10) when seeking reimbursement of indirect costs. In instances where the agency authorizes a sub-recipient to retain a consultant(s) to perform work, the consultant selection process must comply with competitive selection requirements under 49 CFR 18.36 and State law and procedures, including the Caltrans *Local Assistance Procedures Manual* at *www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm.*

I. Sub-recipients must incorporate all applicable flow-down requirements (from the CCA or other funding agreement between the agency and the sub-recipient), including the federal and state requirements described above, into such consultant(s) contracts.

Sub-recipients should review the above regulations so that they can comply with the requirements.

J. The agency performs oversight of sub-recipients through various means. The agency utilizes various methods to monitor sub-recipients and ensure compliance. The agency will periodically review sub-recipient's procurement practices to ensure compliance. Procurements will be conducted according to the Federal Acquisition Regulations (CFR Title 48, Part 31 and CFR Title 49, Part 18.36).

K. The following are the descriptions of the various types of oversight management that will be performed by agency:

1. The agency will develop overall work programs and corresponding continuing cooperative agreements in sufficient detail to provide a clear understanding of activities, tasks, deliverables, cost, and schedule for work to be done by sub-recipients.

2. The agency will require sufficient invoice detail to ensure that work performed, and costs billed are compliant with the continuing cooperative agreements and to ensure that costs are for eligible work and are allowable under 49 CFR, Part 18, 2 CFR Part 225 and 48 CFR Ch. 1 Part 31.

3. The agency will review each invoice received from sub-recipients for compliance with the above. Reviews and approvals will be documented by the project manager's signature. The accountant will also signify concurrence by initialing the invoice.

4. Payments will be withheld from sub-recipients for the following:

a. Insufficient detail to support the costs billed.

b. Unallowable costs.

c. Ineligible costs.

d. Late submittal of quarterly progress reports.

5. Invoices will be date stamped upon receipt if received in hard copy. A record of the date of receipt will be maintained for those invoices sent electronically.

6. Periodic training of the agency and sub-recipient staff will be provided to ensure currency and continued compliance with this policy.

L. Project managers will perform oversight in the following ways:

1. Encourage sub-recipients to submit monthly invoices;

2. Verify that invoices include progress reports;

3. Review progress reports to ensure project is progressing accurately and on schedule;

4. Compare invoice to contract budget to ensure eligibility of costs and costs do not exceed budget;

5. Review invoice to ensure supporting documentation is included and invoiced costs are within the scope of work for the project(s) being billed;

6. Obtain report, certification and supporting documentation of local (non-federal) in-kind match work from the sub-recipient;

7. Review sub-recipient match tasks for eligibility;

8. Notify the accountant that invoice is approved or disapproved.

M. Project managers will maintain a project file to include:

1. Project proposal (cooperative agreement tasks);

2. Project scope;

3. Correspondence, including communications log;

4. Meeting agendas, minutes, and attachments;

5. Progress reports;

6. Interim and final products;

7. Project close out form;

8. Copies of other applicable project documents as required, such as copies of contracts or MOUs.

N. Any changes to OWP funding must be approved by the Federal and State grantors in the form of an amendment.

There are two types of amendments: Administrative and Formal.

1. Administrative: These amendments require concurrence from Caltrans and involve changes to the OWP that do not affect the budget or the delivery of regional transportation planning tasks, activities, steps and products. Examples of an Administrative Amendment would be the correction of errata; project schedule change; changing from a staff task to a consultant task or vice-versa. The agency usually processes one administrative amendment by the end of September of the budget year and may process more on an as needed basis. Sub-recipients must notify the agency project manager of the need for an administrative amendment at the earliest possible time. The agency project manager will notify sub-recipients of the changes after receipt of written approval from Caltrans.

2. Formal: These amendments require Caltrans District approval and concurrence from Caltrans Headquarters before the amendment can be forwarded to FHWA/FTA for their review and final approval. A formal amendment is required if there are substantive changes to work elements funded with CPG, or if the changes (regardless of funding type) impact regional transportation planning activities and if there are changes to the total OWP budget and would require that the agency's OWP Agreement with Caltrans be amended. Some examples of changes that require a formal amendment is deleting or adding projects; a change in work scope; substitution of fund sources within a work element and/or project; redirection of CPG funds or local match among work elements and/or projects; increasing the work element/project budget. The agency will prepare a formal amendment, usually in October, to encompass both previous year's carryover balances and adjustments to the current year's budget due to circumstances that have occurred since the beginning of the fiscal year. Caltrans must concur with the carryover balances prior to submission of the amendment. The agency/board also must approve of the budget amendment prior to submission. This budget amendment must be submitted to Caltrans timely to allow sufficient time for review by FHWA, FTA and Caltrans. Once the amendment has been approved, costs can be incurred and any new RFP/contract process.

Chapter 2.45 - CASH RECEIPTS AND DEPOSITS

2.45.010 - CASH RECEIPTS AND DEPOSIT POLICY

A. The agency receives cash and checks as a normal course of business. All employees will adhere to the following policy and procedures when handling these receipts.

1. Receipts:

a. Records of accounts receivables shall be maintained by the CFO.

b. The agency prefers to receive payments through electronic transfer, or in the form of a check. All checks shall be made payable to the agency.

c. The administrative assistant will make photocopies of the checks, stamp the agency's endorsement on the checks, fills out a bank deposit slip, and the CFO or other designated personnel deposits the proceeds in the agency's bank account on the same day the money is received.

d. The CFO will post all receipts in the accounting software program by noting the payee's name, date; amount received, and grants number.

2. Deposits:

a. Deposit slips will include the bank number and amount of each check. Cash will be listed separately. All deposit slips will be totaled, dated, and initialed by the preparer.

b. A copy of deposited checks and the deposit slip and the bank's proof of deposit will be forwarded to the CFO.

Chapter 2.50 - AGENCY TRAVEL AND EXPENSE REIMBURSEMENT

2.50.010 - AGENCY TRAVEL AND EXPENSE REIMBURSEMENT POLICY

A. Travel Policy - Employees and Board members compelled to travel in the performance of his or her duties and in the service of SRTA shall be reimbursed for transportation, lodging, meals and other necessary incidental charges in conformance with the policies, rates, and provisions herein set forth. As used in this section, "travel" means the duration of an authorized departure continuing until the first return. No allowance shall be made for travel by any employee to and from their regularly assigned place of work.

B. Process for Requesting Agency Travel and Expense Advancement and Reimbursement - A request for the advancement and reimbursement of travel and related expenses is initiated by the

employee or board member by way of the agency's Travel Request form, submitted to the Executive Director, or designee, for review and approval in advance of the incurred expenses. Non-routine travel that is not regularly scheduled will be verbally discussed with the Executive Director, or designee, before preparing a Travel Request form. In limited cases, where unanticipated travel and expenses are incurred, and pre-approval was not possible, the Executive Director, or designee, may approve reimbursement after the fact, in conformance with the same policies, rates, and provisions.

C. Reimbursement - Receipts must be attached for air or rail travel, automobile rental, lodging, registration fees and other expenses for which receipts are normally issued. In such cases where eligible expenses are incurred without a receipt (e.g., parking lot fees), a signed document produced and submitted by the employee or board member will be reimbursed (see Section D2 under 'Other travel and related expenses').

1. Travel by automobile:

    a. Travel by personal automobile shall be reimbursed at the current IRS rate per mile, which covers all associated costs, including personal automobile depreciation (or lease payments), insurance, registration and license fees, personal property taxes, gasoline and all taxes thereon, oil, tires, and routine maintenance and repairs.

    b. Reimbursement for mileage shall be limited to the shorter of 1) the distance between the employee's/Board member's residence and the destination and, 2) the distance between the SRTA office and the destination.

    c. Alternatively, the actual cost of renting a vehicle from a SRTA-authorized rental agency will be reimbursed, including the cost of fuel and damage, personal injury, and liability waivers.

    d. SRTA shall not be liable for any claim for vehicle repair or restoration arising out of the use of a privately-owned or rented vehicle except reimbursement for expenses as provided herein, unless otherwise required by law.

2. Travel by vehicle other than automobile:

    a. Air (coach class), train, or other means of transportation may be authorized by the Executive Director, or designee, when in the best interests of SRTA.

3. Lodging expenses - Lodging shall be reimbursed at actual, reasonable, and necessary costs consistent with GSA per diem rates, based on the destination where approved travel is being requested. Limits on maximum lodging reimbursement are also set per the GSA rates. A receipt is required to support the expense.

4. Meal and incidental expenses:

a. Meal expenses (including taxes and tips) shall be reimbursed at the GSA per diem rates. For the purpose of determining entitlement for meal reimbursements the following will apply:

   I. Breakfast - Reimbursable travel began not later than 7:00 a.m. and lasted at least four hours.

   II. Lunch - Reimbursable travel began not later than 11:00 a.m. and extended at least four hours.

   III. Dinner - Reimbursable travel began not later than 5:00 p.m. and extended to or after 7:00 p.m.

b. Reimbursement in excess of the GSA per diem rates, including an up to 15% tip to servers of meals in restaurants, will be reimbursed with a receipt. Reimbursement is not authorized for alcoholic beverages or for any part of a tip attributable to the cost of alcoholic beverages. The Executive Director, or designee, reserves the right to refuse reimbursement for excessive and unreasonable expenses.

c. No meal reimbursement is permitted for in-region (i.e., within Shasta County) travel, unless the meal is both concurrent with an agency business meeting and authorized by the Executive Director, or designee.

d. Incidental expenses are reimbursed at the GSA rate and are defined as: fees and tips given to porters, baggage carriers, hotel staff, and staff on ships.

e. On the first and last day of travel, employees are only eligible for reimbursement up to a maximum of 75 percent of the total meals and incidentals expenses rate for those days, based on the applicable GSA per diem rates.

D. Other travel and related expenses:

1. Other travel and related expenses may be claimed if incurred during the performance of official SRTA business, as follows:

   a. Parking fees;

   b. Streetcar, bus and train fares;

   c. Taxi, shuttle, and rideshare service fares, including tips paid to the driver;

   d. Micromobility services (e.g., bikeshare, e-scooter share);

   e. Ferry, bridge, and road tolls;

f. Communication-related expenses on SRTA business (e.g. long-distance telephone, fax, wi-fi connection fees);

g. Registration and conference fees; and

h. Other necessary extraordinary expenditures upon approval of the Executive Director, or designee. However, no claim for personal services such as cleaning, laundering, grooming, or similar items of expense will be allowed.

2. Receipts must be attached for other expenses for which receipts are normally issued. In such cases where eligible expenses are incurred without a receipt (e.g., parking lot fees), a signed document produced and submitted by the employee or board member will be reimbursed. Receipts must be retained for up to six years.

E. Travel advances:

1. Travel expenses can be advanced using the required form at eighty percent (80%) of estimated costs except for the following pre-payments which may be advanced at one hundred percent (100%):

a. Lodging, registration, and/or tuition expenses.

b. Air, train, and/or bus fares.

2. Repayment of travel advances for travel that is cancelled or otherwise not taken shall be reimbursed to the agency in full within three business days.

2.50.020 - DEBIT CARDS

A. The existing administrative policies on purchasing and travel apply to all debit card usage.

B. A debit card may be issued to the executive director to use for agency related travel and other travel related expenditures such as lodging and transportation.

C. The agency debit card may be used to purchase food for committee meetings, office supplies and equipment.

D. All users of the agency debit card must turn in receipts to the accountant for all purchases, with supporting documentation for the purpose of the purchase such as meeting agendas.

E. Relating to travel: The agency debit card shall be used in accordance with the agency travel policies and GSA reimbursement limits unless there are mitigating circumstances such as no hotels or restaurants available at the GSA rates and conferences being held at a given hotel, or meetings held at a given restaurant.

F. Limit on expenses: all purchases shall be made in accordance with the agency purchasing policies in purchasing of goods.

G. Office/food purchases shall be reserved for official agency functions and committee meetings, with the exception of purchase of food during travel or out-of-office meetings.

H. Employees shall reimburse the agency for the actual loss where the employee voluntarily chooses not to travel and does not inform the Executive Director, or designee, of that decision with adequate time to cancel or change the travel plans. No reimbursement is required where, upon approval of the executive director, an alternate employee or board member assumes the original employee's place.

I. The agency debit card shall remain on the business premises, unless the Executive Director, or designee, agrees in writing for the use of the debit card off site. When taken off site, the debit card shall be returned to SRTA premises by the end of the business day.

2.50.0205– SRTA Purchasing Card (P-Card) Program Policy

A. Purchasing Card (P-Card) Program Overview

1. Program Benefits
   a. The P-Card program's purpose is to streamline low-dollar, routine purchases while maintaining strong internal controls.
   b. The P-Card program does not replace or override SRTA procurement policies, competitive bidding requirements, or contract approval thresholds.
2. Definitions
   a. Cardholder - A SRTA employee or authorized Board Member who has been issued a Purchasing Card (P-Card) in their name and is responsible for all transactions made using that card. The Cardholder is accountable for ensuring that all purchases are authorized, comply with SRTA policies and applicable laws, are supported by required documentation, and are used solely for legitimate business purposes.
   b. Approving Official/Supervisor - The individual designated to review and approve a Cardholder's P-Card transactions and monthly reconciliation. The Approving Official is responsible for verifying that purchases are appropriate, supported by adequate documentation, within budget, and in compliance with SRTA policies and procedures.
   c. Program Administrator - The Finance Department staff assigned to manage the day-to-day administration of the P-Card program. Responsibilities include issuing and canceling cards, setting and adjusting spending limits, monitoring transactions, ensuring compliance with policy requirements, coordinating training, and supporting audits and reporting functions.
   d. Purchasing Card (P-Card) - A payment card issued to an authorized Cardholder for the purpose of making approved, low-dollar, business-related purchases on behalf of SRTA or for the purposes of approved business-related travel and training. The P-Card streamlines

procurement processes but does not replace or override established procurement policies, competitive bidding requirements, or contract approval thresholds.

e. Statement Cycle - The recurring monthly period established by the issuing bank during which P-Card transactions are recorded and reported. At the end of each cycle, a statement is generated summarizing all transactions, which must be reconciled and approved in accordance with SRTA policy.
f. Business Purpose - A clear and specific explanation of how a purchase supports SRTA's operations, programs, or objectives. The Business Purpose must demonstrate a legitimate public use of funds and be sufficiently detailed to allow an independent reviewer to understand the necessity and appropriateness of the expenditure.

3. Roles and Responsibilities
   a. Program Administration:
      i. SRTA Board of Directors
         A. Reviews and approves P-Card Program policies and procedures.
      ii. Executive Director
         A. Reviews changes to existing laws and regulations and provides recommendations to SRTA Board of Directors for revisions to policy as needed.
         B. Approves/denies issuance of P-Cards.
         C. Reviews monthly statements.
         D. Enforces compliance with P-Card program policies, including disciplinary measures, consistent with SRTA policies.
      iii. Finance Department
         A. Issue cards.
         B. Set/adjust limits.
         C. Monitor transactions.
         D. Review and approve supervisor-approved reconciliations.
         E. Conduct internal audits.
         F. Provides reconciled monthly reports to executive director for final approval for payment.
      iv. Chief Fiscal Officer
         A. Oversight and enforcement of Finance Department responsibilities.
         B. Policy interpretation and compliance in consultation with executive director.
         C. Budget alignment.
         D. Reconciliation and approval of executive director's expense report.
   b. Approving Supervisor:
      i. Executive director reviews for:
         A. Business purpose.
         B. Policy compliance.
         C. Exception approval.
         D. Reconciliation and approval of chief fiscal officer's expense report.
         E. If there is no approving supervisor to review a user's transactions, Executive Director will approve/deny routine transactions within threshold limits and submit reconciliations to the Finance Department for a second review.
      ii. Approving Supervisor reviews for:
         A. Approve/deny routine transactions within threshold limits.

B. Review and approve reconciliations to submit to the Finance Department.

c. Cardholder:
   i. Use card only for pre-approved and authorized purchases.
   ii. Maintain and submit receipts.
   iii. Submit reconciliation on time.
   iv. Report fraud or loss of card immediately.

d. Issuing Bank:
   i. Fraud monitoring.
   ii. Transaction processing.
   iii. Reporting tools.

B. General Policies

1. Eligible Employees and Card Issuance
   a. Participation in the P-Card Program is voluntary. By accepting use of a P-card, the employee agrees to comply with SRTA's policies and all applicable federal and state laws. Employees acknowledge use of the P-Card is a privilege that may be revoked at any time.
   b. All full-time employees may be eligible for the use of P-Cards. Generally, employees may become first eligible to receive a P-Card after initially completing six months of employment upon approval by the executive director. Exceptions may be approved by the executive director. Upon hire, the Executive Director is eligible for issuance and use of a P-Card.
   c. Regular part-time employees may be eligible for use of P-Cards in accordance with the same terms as full-time employees.
   d. Temporary, part-time employees, including interns, are not eligible.
   e. Non-SRTA employees, including consultants, are not eligible.
   f. Only the individual named on the applicable card may use a P-Card. No other SRTA employee or person may use another employee's P-Card. An employee's family member or any other person may not use an employee's P-Card.
   g. SRTA board of directors' members, who are appointed and actively sitting on the board, and regularly travel to represent the agency in an official capacity or attend agency-related training, such as members serving as CalCOG representatives.
2. Ethical Use of Public Funds
   a. All purchases must serve a legitimate public purpose.
   b. Cardholders are stewards of public funds.
3. Applicable Laws
   a. All P-Card use must comply with applicable federal, state, and local laws, regulations, and SRTA policies governing the use of public funds. Failure to comply with applicable laws may result in revocation of P-Card privileges, disciplinary action including and up to termination of employment, and potential civil or criminal penalties. Cardholders and approving officials are responsible for ensuring that all transactions adhere to the following:
      i. California Public Records Act - P-Card records, including statements, receipts, and supporting documentation, are considered public records and must be retained, maintained, and disclosed in accordance with applicable requirements. Cardholders must ensure that all documentation is complete, accurate, and suitable for public review.
      ii. Conflict of interest laws (e.g., Political Reform Act) - All P-Card transactions must comply with conflict-of-interest laws and regulations. Cardholders and approving officials shall

not use a P-Card for purchases that result in personal financial gain or that create the appearance of impropriety. Purchases from businesses in which the cardholder or their immediate family has a financial interest are prohibited unless expressly authorized in accordance with applicable laws and disclosure requirements.

iii. SRTA Procurement Policies - All purchases made using a P-Card must comply with SRTA's financial, accounting, and procurement policies, including competitive bidding requirements, contract approval thresholds, and vendor selection procedures. The use of a P-Card does not exempt any purchase from required procurement processes or approvals.

iv. Other Applicable Laws and Regulations - P-Card use must comply with all other applicable laws and regulations, including but not limited to local ordinances, grant or funding requirements, and tax regulations governing public agency expenditures.

4. Retention of Records
   a. P-Card transactions are subject to an annual audit for compliance with terms and conditions of the program. To comply with California Public Records Act (Gov. Code Section 6520 et. seq.), SRTA must retain P-Card statements for the current fiscal year plus five years (Gov. Code Section 26907). Audits may include a combination of full reviews, random sampling, and targeted reviews based on identified risk factors such as split transactions, repeated missing receipts, and declined transactions.
   b. All records must be electronically stored and filed in a manner easily retrieved with all supporting documentation attached. The Chief Fiscal Officer is responsible for retaining all supporting documents for purchases made with a P-Card.
   c. The Chief Fiscal Officer will coordinate with the executive assistant during yearly evaluation of retention records to determine which records to maintain.
5. Program Updates and Changes
   a. The SRTA Purchasing Card (P-Card) Program may be modified from time to time to improve operational efficiency, strengthen internal controls, or ensure compliance with applicable laws, regulations, and SRTA policies. Administrative updates shall not modify spending limits, eligibility criteria, or approval authorities. The executive director, in coordination with the Finance Department, is authorized to implement and communicate administrative updates to the program, including but not limited to:
      i. Adjustments to procedures and workflows.
      ii. Changes to forms, documentation requirements, and submission processes.
      iii. Clarifications to existing policy provisions.
         a. Updates to approved vendors, systems, or reconciliation methods.
            1. Any material changes to this policy shall require formal approval by the Fiscal & Policy Committee, including but not limited to changes in:
               - Spending limits.
               - Eligible or prohibited purchase categories.
               - Cardholder eligibility criteria.
               - Internal control requirements.
   b. All updates and changes will be communicated to affected cardholders and approving officials in a timely manner. Cardholders are responsible for complying with the most current version of the policy and any associated procedures.
6. Discipline for Improper Use of Purchase Card

a. Improper use of a Purchasing Card (P-Card), including but not limited to unauthorized purchases, failure to comply with documentation or reconciliation requirements, or violation of applicable laws or SRTA policies, may result in disciplinary action. Disciplinary actions will generally follow a progressive approach in accordance with SRTA's disciplinary procedures; however, SRTA reserves the right to accelerate or modify disciplinary measures based on the severity, frequency, or nature of the violation.
    i. First Violation - The cardholder may receive a written warning and be required to complete additional training prior to continued use of the P-Card including review of the P-Card policy.
    ii. Second Violation - The cardholder's P-Card privileges may be temporarily suspended for a period determined by the Chief Fiscal Officer and/or Executive Director or terminated. Reinstatement may be contingent upon completion of retraining and demonstrated compliance including understanding of the policy and what appropriate uses are.
    iii. Third Violation - The cardholder's P-Card privileges may be terminated or permanently revoked at the Executive Director's discretion. Additional disciplinary action may be taken in accordance with SRTA personnel policies, up to and including termination of employment.
b. Severe violations, including but not limited to fraudulent activity, intentional misuse, gross negligence, or violations of law, may result in immediate revocation of P-Card privileges and may be referred for further administrative, civil, or criminal action, as appropriate.
c. Cardholders may be personally liable for the amount of any non-approved purchases.

C. Uses and Purchases
1. Purchase Thresholds:
    a. Purchases must follow the approval thresholds outlined below. Purchases under $200 do not require pre-approval but must be within an approved budget and comply with this policy.
        i. Under $200: no pre-approval required (within approved budget and eligibility)
        ii. $2000–$1,000: supervisor approval via email
        iii. Over $1,000: higher-level approval by the executive director or their designee via email, or through the travel reimbursement process.
        iv. Travel - permitted only after an approved Travel Authorization and must align with approved expense categories and limits.
    b. Monthly P-Card thresholds will be set at the following maximum limits, unless otherwise approved by the Executive Director, such as when travel, attendance at training or conferences, or other approved activities are anticipated:
        i. Executive Management (e.g., Executive Director) - $500
        ii. Management Employees - $300
        iii. Non-management employees - $200
2. Allowable Uses – The following is an example list of permitted purchases, subject to the appropriate transaction approval thresholds:
    a. Advertising, in any media, for the recruitment of personnel or for project outreach, surveys, and workshops.

b. Office supplies, including goods/services and consumables for agency operations that are not covered by a contract.
c. Small equipment under $1,000, not related to IT
d. Registration fees for training and conferences
e. Membership Fees and Certification Dues
f. Educational or training course materials
g. Facility rental and facility-related expenses
h. Fuel charges for rented vehicles required for official SRTA business
i. Pre-approved travel expenses including expenses such as those incurred for vehicle rental and lodging in accordance with SRTA's travel policies. Cards may be used to book lodging so that it is reserved for employee's approved travel and for payment after completion of said travel. All bookings must include the ability to receive reimbursement if cancelled. Any bookings that do not allow for reimbursement if canceled must be booked separately by employee and will be compensated back to the employee via the travel reimbursement process.
j. Ground transportation related to official SRTA business including train, taxi, or transit network company (e.g., Uber, Lyft)
k. Emergency purchases during an emergency as defined by the California Government Code Section 8550 et seq.

3. Prohibited Uses/Purchases
    a. Purchases of a personal nature are strictly prohibited - Personal use of a P-Card is strictly prohibited. Cardholders may not use the P-Card for any personal purchase, even with the intent to reimburse SRTA. Unauthorized use may result in suspension or revocation of P-Card privileges and disciplinary action in accordance with SRTA policies, including and up to termination of employment. Certain violations may also be subject to applicable civil or criminal penalties.
    b. The following is a list of examples of additional prohibited purchases, but no purchase is eligible without prior approval from the executive director or their designee:
        i. Cash advances.
        ii. Cash cards such as stored pre-paid cards, VISA gift cards, cards with MCC Codes, or similar products. Gift cards for specific retail stores are allowable with pre-approval.
        iii. Donations or gifts such as those given to a charity, an entity, or a political contribution.
        iv. Travel (without approved Travel Reimbursement Form).
        v. Airfare. Airfare for approved travel will be compensated through the travel reimbursement process.
        vi. Entertainment (including in-room movies).
        vii. Alcoholic beverages.
        viii. Tobacco products.
        ix. Weapons.
        x. FasTrak toll tags or transponders for employees' personal vehicle.
        xi. Fuel for personal vehicles. Fuel for personal vehicles on SRTA business will be compensated through mileage reimbursement.
        xii. Equipment rentals.

xiii. Fixed asset computers.
xiv. Fixed asset equipment.
xv. Hazardous materials and/or the removal of hazardous materials.
xvi. Chemicals.
xvii. Capital equipment with a unit cost of $5,000 or more.
xviii. IT/software require prior review approval from the IT liaison or Finance Department to ensure compatibility, security, and licensing compliance.
xix. Services requiring contracts.

4. Emergency Purchases
    a. Emergency purchases are defined as those necessary to prevent disruption of operations, protect public safety, or meet urgent compliance requirements.
    b. The cardholder must notify the Executive Director or Chief Fiscal Officer within 24 hours and submit written justification with supporting documentation for retroactive approval.
5. Procedures
    a. Obtaining a Purchase Card
        i. Employees requesting a Purchasing Card (P-Card) shall follow the process below:
            1. The employee submits a P-Card request to the Finance Department, including justification for the card and anticipated uses.
            2. The Finance Department reviews the request for completeness, appropriateness, and alignment with operational needs and budget.
            3. The request is then submitted for review by the employee's supervisor (if applicable) and the Executive Director or their designee.
            4. Upon approval, the Finance Department coordinates issuance of the P-Card with the issuing bank and establishes applicable spending limits.
    b. Required Training
        i. All prospective Cardholders shall complete training prior to receiving and using a P-Card.
            1. The Finance Department will provide training on P-Card policies and procedures, allowable and prohibited purchases, documentation requirements, and reconciliation processes.
            2. Cardholders must acknowledge, in writing, that they have received and read the P-Card policy, understand the P-Card policy, and agree to comply with its requirements.
            3. Refresher training may be required periodically or in response to policy updates or identified compliance issues.
    c. Receipt of a Purchase Card
        i. P-Cards shall be issued and activated in accordance with the following procedures:
            1. The Cardholder must sign a Cardholder Agreement with the bank issuing the P-Card prior to receiving the P-Card, acknowledging responsibility for its use and safeguarding.
            2. The Finance Department will issue the P-Card directly to the Cardholder and review key responsibilities, including security, allowable use, and reporting requirements.

3. The Cardholder must activate the P-Card in accordance with the issuing bank's instructions.
4. The Cardholder is responsible for safeguarding the P-Card at all times and may not allow any other individual to use the card.

d. Cardholder Responsibilities
   i. Reconciliation and Review
      1. Each transaction must be for a clear business purpose with supporting documentation describing how the purchase supports SRTA operations.
      2. Before the 10th of each month, each cardholder will submit the previous month's statement with matching receipts for all purchases to the Finance Department for review. Failure to submit required documentation by the deadline may result in suspension of P-Card privileges.
      3. The Finance Department will reconcile cardholder statements with the provided receipts and submit to the executive director for approval. The executive director's monthly reconciliation will be reconciled by the Finance Department and approved by the Chief Fiscal Officer.
      4. Required Receipt Elements
         A. Vendor Name.
         B. Date.
         C. Itemized Detail.
         D. Gratuity added, if applicable.
         E. Total Amount Charged.
         F. Applicable Work Elements and Funding Sources.
      5. Missing or Lost Receipts
         A. In the event a required receipt is missing or lost, a lost receipt declaration must be submitted by the cardholder to the Finance Department that captures the date of the expense, the amount, the vendor name, the business purpose, and the reason the original receipt is unavailable as soon as possible. In the event an employee is unable to get a receipt, a photo that clearly illustrates the completed transaction (e.g., parking meter reading, posted prices paid for an item/event) can be taken and provided as evidence in support of the transaction with the declaration.
         B. The Finance Department will review the declaration for the required elements, and the executive director will review it for reconciliation approval.
         C. Excessive or repeated use of Lost Receipt Declarations may be considered non-compliance with this policy.

e. Card Storage:
   i. Cardholders shall maintain physical control of their P-Cards and store them in a secure location (e.g., locked drawer, wallet, or other secure storage) when not in use. P-Cards must not be left unattended or accessible to unauthorized individuals.
   ii. P-Card information shall not be stored by vendors, online websites, in browsers, on cell phones, photocopied, or scanned and saved on a computer.
      1. If required for business purposes, only approved, secure vendors may be used.

f. Identifying and Reporting Fraudulent Activity

i. Suspected fraudulent activity shall be reported as soon as possible by the cardholder to the executive director or chief fiscal officer. Notification can be in person, or via phone, text, or email.
ii. Cardholders will work with the finance department to notify the bank by calling the phone number on the back of the card or through the bank's customer service line.
iii. A written report to document the circumstances may be necessary.

g. Increasing or Decreasing Dollar Limits on a Purchase Card
i. If an employee anticipates purchases to exceed the set limit for their card, they can request a temporary increase to their card via email for approval by the executive director or their designee.
ii. The finance department will make the necessary temporary card limit increase. When approved activities are completed the finance department will notify the employee when their limit is reduced back to the applicable normal threshold limit.

h. Reporting Lost or Stolen Cards
i. Lost or Stolen Cards shall be reported as soon as possible to the executive director or chief fiscal officer in person or via phone, text or email to be deactivated, and initiate a replacement if necessary.
ii. Cardholders must submit documentation on the circumstances surrounding the loss of the card to the finance department.

i. Collecting Funds Owed for Misuse
i. Any unauthorized or improper charges must be reimbursed to SRTA within 10 days, or in accordance with SRTA's policies, whichever is sooner. Failure to do so may result in payroll deduction, where permitted by law.

j. Disputed/Questioned Items
i. Cardholders must attempt to resolve disputes directly with the vendor prior to initiating a formal dispute with the bank. Disputes must be reported within the timeframe required by the issuing bank (generally within 30-60 days of the transaction date).

k. Purchase Card Cancellations
i. P-Cards must be surrendered immediately upon termination of employment, when a card holder's role changes and the terms of their employment make them no longer eligible to possess a P-card.
ii. Before a cardholder goes on extended leave that is planned to have a duration of two weeks or longer, their card will be temporarily turned off. On return employees will have their P-Card turned back on. For planned leave longer than 60 days, employees will surrender their card to the Chief Fiscal Officer, which will be stored in a locked and secure safe, and will be returned to them when they return to the office.
iii. All required support documents for purchases made prior to the P-Card's surrender must be submitted for final reconciliation prior to the surrender or as soon as possible after surrender is required.

6. Internal Controls
a. Revocation
i. Repeated policy violations, including excessive use of lost receipt declarations or late submissions, may result in revocation of P-Card privileges.

b. Segregation of Duties
    i. To the extent practicable, the same individual shall not be responsible for initiating, approving, and reconciling the same transaction. The Finance Department shall provide independent review of all P-Card activity.
c. Transaction Limits - Per-transaction limits apply to all cardholders unless explicitly modified by the Chief Fiscal Officer or Executive Director for operational necessity.
    i. Individual Card Limits
        1. Default: $1,000 per transaction, $3,000 monthly limit
    ii. Elevated Cards (For roles that handle more purchasing (e.g., executive director, executive assistant))
        1. Default: $1,000 per transaction, $5,000 monthly
    iii. Program Cap
        1. Total exposure across all cards: $10,000 maximum at any time
    iv. Splitting Purchases
        1. Splitting transactions to circumvent transaction threshold limits or other requirement (including, but not limited to, statutory or codified purchasing or procurement requirements) is strictly prohibited.
d. Emergency/Exceptions
    i. Emergency and exception purchases are subject to post-transaction review and must be documented in accordance with Section 3(c).
e. Reporting
    i. Reports to Fiscal & Policy Committee and SRTA Board of Directors
        1. The Finance Department shall provide periodic summary reports to the Fiscal & Policy Committee and/or Board of Directors that may include:
            A. Total P-Card expenditures by period.
            B. Expenditures by department or program.
            C. Policy violations or compliance issues.
            D. Audit findings or exception activity.
    ii. Exception reports
        1. The Finance Department shall generate exception reports to identify transactions that deviate from established policy or expected usage patterns. Exceptions may include, but are not limited to:
            A. Transactions without required documentation.
            B. Transactions exceeding approved limits.
            C. Split transactions intended to circumvent limits.
            D. Purchases requiring additional review or clarification.
            E. Repeated late or incomplete submissions.
        2. Exception reports shall be reviewed by the Chief Fiscal Officer and escalated to the Executive Director as necessary for corrective action.
    iii. Lost Receipt Declaration Tracking
        1. The Finance Department shall maintain a log of all Lost Receipt Declarations submitted by Cardholders, including:
            A. Cardholder name.
            B. Date and amount of transaction.
            C. Vendor name.

D. Business purpose.
E. Reason for missing receipt.
F. Approval status.

2. This log shall be reviewed periodically to identify patterns of excessive or repeated use. Excessive reliance on Lost Receipt Declarations may result in corrective action, including retraining or suspension or termination of P-Card privileges.

iv. P-Card Program Administration Actions

1. The Finance Department shall maintain comprehensive, electronic records of all P-Card activity and program administration actions, including but not limited to:
   A. Transaction histories and statement records
   B. Approval and reconciliation records
   C. Changes to cardholder limits or status
   D. Exception and violation tracking
   E. Card issuance, suspension, and cancellation activity

TITLE 3 - PROGRAM ADMINISTRATION

Chapter 3.00 - FEDERAL TRANSIT ADMINISTRATION SECTON 5307 POLICIES - PROGRAM

3.00.010 - OVERVIEW

A. The Federal Transit Administration (FTA) Section 5307 Urbanized Area Formula Funding Program is a formula-based program that provides funding for public transportation in urbanized areas (UZA) as designated by the U.S. Bureau of the Census. The program has distinct requirements and eligibilities for UZAs over and under 200,000 in population. Large UZAs (population of more than 200,000) work directly with the FTA to program and deliver projects. California Department of Transportation (Caltrans) is the designated recipient for all small UZAs (population less than 200,000). However, small UZA recipients obtain concurrence with local programming from their Metropolitan Planning Organization (MPO), such as SRTA – not Caltrans – and then work directly with the FTA to apply for and deliver projects. Caltrans states that they have zero involvement in administering FTA 5307 for the Redding UZA (March 2017).

B. UZAs generally correspond to U.S. cities and their densely populated suburbs. Most urbanized areas include multiple independent jurisdictions, and some include multiple cities, if those cities are linked by a densely populated area. Shasta County has one small UZA, Redding UZA (population less than 200,000), which includes Redding, Anderson, the City of Shasta Lake and adjacent areas of the unincorporated county.

C. Federal and state guidelines supersede these policies.

3.00.020 - ELIGIBLE APPLICANTS AND PROJECTS

A. Redding Area Bus Authority (RABA) is the predominant recipient of FTA Section 5307 funds apportioned to the Redding UZA (April 2015).

B. It is possible for entities other than RABA to receive regional 5307 funds. The governor or the governor's designee (Caltrans) performs the role of the designated recipient for the Redding UZA. The governor may authorize a local entity, such as a metropolitan planning organization (SRTA) to develop and recommend funding allocations. Additionally, the governor may authorize other eligible public transportation operators, in addition to RABA, to apply directly to FTA for grants as direct recipients through a "split letter" from Caltrans to FTA which establishes the allocation of Section 5307 funds.

C. Similarly, sub-recipient arrangements allow entities, in addition to RABA, to receive regional 5307 funds. A Section 5307 recipient, whether a designated recipient (Caltrans) or direct recipient (only RABA as of April 2017), may choose to pass its grant funds through to another entity (sub-recipient) to carry out a project eligible under Section 5307. In this way, other public entities eligible to become direct recipients and private nonprofit organizations (Jobs Access Reverse

Commute projects only) could receive 5307 funding. A sub-recipient arrangement does not relieve the original recipient of its responsibilities to carry out the terms and conditions of the grant agreement.

D. The following are eligible types of projects:

1. Planning Projects.

2. Capital Projects.

3. Employee Training Expenses.

4. Operating Assistance.

5. Job Access and Reverse Commute Projects (JARC).

6. Interest and Debt Financing as an Eligible Cost.

3.00.030 - FTIP AND PROGRAM OF PROJECTS

A. In small UZAs, the Transportation Improvement Program[1] (FTIP), once adopted by the MPO and approved then by the U.S. Department of Transportation (U.S. DOT), may take the place of the required program of projects. It is SRTA's responsibility to develop and adopt the FTIP and then forward the FTIP to the state for recommendation of adoption. Therefore, RABA and other eligible direct recipients must develop a list of proposed projects in cooperation with SRTA to be funded from the area's Section 5307 apportionment. SRTA intends to program regionally apportioned funds within the first two years to avoid funds lapsing after the third year. Section 5307 projects listed in the FTIP must contain sufficient detail to identify each project or phase of project, including a brief project description, total project costs, federal share for each project, and other expected resources to carry out the project.

B. For FTIP programming purposes, RABA and other eligible direct recipients will provide the list of proposed projects to SRTA before applying for Section 5307 funding. As part of SRTA's metropolitan transportation planning requirements (specified in 49 CFR part 613 and 23 CFR part 450), projects will be reviewed for:

1. Consistency with applicable planning documents.

[1] The TIP [known in California as the FTIP, "F" standing for Federal] is a prioritized listing/program of transportation projects covering a period of four years that is developed and formally adopted by an Metropolitan Planning Organization (MPO, i.e. SRTA) as part of the metropolitan transportation planning process, consistent with the metropolitan transportation plan (twenty-year horizon) [known regionally as the regional transportation plan], and required for projects to be eligible for funding under title 23 of the U.S. Code and 48 U.S.C. Chapter 53. (FTA C 9030.1E)

2. Budget accuracy (high level), including match validity.

3. Coordination of services.

C. Upon review of submitted projects, SRTA may:

1. Advise RABA and other eligible direct recipients to modify projects based on the preceding bullet points.

2. Advise RABA and other eligible direct recipients of other grant programs or funding options that are a better fit.

D. Once there is an agreed-to, final projects list, SRTA will amend the FTIP. As needed for biennial FTIP development, SRTA staff will present recommendations to the board of directors with the authorizing resolution. Resolutions will include adoption of FTIP and delegate authority to the executive director to provide information as needed in response to oversight agency review.

3.00.040 - PUBLIC PARTICIPATION

A. The FTIP (or formal FTIP amendment) public participation and approval processes carried out by SRTA can serve to satisfy RABA's requirements for public participation under Section 5307 (FTA Circular 9030.1E).

3.00.050 - POST FTIP ADOPTION PROCESS

A. RABA and other eligible direct recipients work directly with FTA to apply for and deliver projects.

CHAPTER 3.05 - FEDERAL TRANSIT ADMINISTRATION SECTION 5310 POLICIES

3.05.010 - PROGRAM OVERVIEW

A. The Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program provides formula funds to states to improve mobility for seniors and individuals with disabilities. Under MAP-21, FTA Section 5310 was expanded to incorporate project types from the repealed New Freedom program. The vehicle projects and related equipment under the previous 5310 program are now called Traditional 5310; the former New Freedom projects are called Expanded 5310. In small urban (population under 200,000) and rural areas the California Department of Transportation (Caltrans) Division of Rail and Mass Transportation (DRMT) provides funding for capital and operating assistance on a competitive basis and administers the projects. All projects selected for funding must be included in a locally developed, coordinated public transit-human services transportation plan. SRTA, as the

Transportation Planning Agency for Shasta County, reviews all regional applications and assists in scoring only the traditional applications.

B. Federal and state guidelines supersede these policies.

3.05.020 - ELIGIBLE APPLICANTS AND PROJECTS

A. Local public agencies, tribal governments, private nonprofit organizations, and operators of public transportation services are eligible to apply for the following types of projects:

1. Traditional 5310:

    a. Vehicles and related equipment.

2. Expanded 5310:

    a. Vehicles and related equipment.
    b. Operating assistance.
    c. Mobility Management.

3.05.030 - CALL FOR PROJECTS

A. Caltrans will announce an FTA Section 5310 call for projects and provide guidance and technical support to applicants and SRTA. Upon receipt, SRTA will forward the call for projects to the region's transit service providers via email, SRTA's website and SRTA's social media.

3.05.040 - SRTA AUTHORIZATION

A. Applications must be authorized by SRTA. Applicants should provide draft applications to SRTA for review:

1. Prior to the Caltrans application deadline; and

2. At least six weeks prior to the next SRTA Board of Directors meeting. SRTA will review all applications for:

    a. Consistency with applicable planning documents;
    b. Budget accuracy (high level), including match validity; and
    c. Coordination of services.

B. SRTA scores regional Traditional 5310 applications utilizing the California Transportation Commission's (CTC) adopted project-scoring criteria and sends a scored list of their projects to Caltrans Statewide Review Committee.

C. Upon review of submitted applications, SRTA may:

1. Advise applicants to modify applications based on regional transportation needs; and

2. Advise applicants of other grant programs or funding options that are a better fit.

D. SRTA staff will present recommendations to the board of directors with the authorizing resolution(s). Resolution(s) will certify that the regional applications:

1. Meet the requirements and conditions of FTA Section 5310;

2. Are consistent with the Regional Transportation Plan; and

3. Are consistent with the coordinated public transit-human services transportation plan.

E. Furthermore, resolution(s) will approve FTA Section 5310 regional prioritized list of traditional projects, as needed.

F. Resolutions will also delegate authority to the executive director to provide information as needed to Caltrans for the applications to proceed. An example resolution ends this section.

3.05.050 - PROJECT SELECTION

A. The Caltrans State Review Committee will score, prioritize, and submit to the CTC Expanded 5310 applications, together with Traditional 5310 applications. The CTC must adopt the prioritized list.

3.05.060 - POST-APPROVAL PROCESS

A. For projects selected by the CTC, SRTA will ensure that projects are programmed in the Federal Transportation Improvement Program (FTIP). Thereafter, the applicant and Caltrans work together on the standard agreement and reimbursement; SRTA has no further responsibilities.

RESOLUTION

RESOLUTION NUMBER:	**XX-XX**
SUBJECT:	**Certify Federal Transportation Administration Section 5310 Applications from *Applicant***

WHEREAS, the US Department of Transportation provides grants through the Federal Transit Administration (FTA) to improve mobility for seniors and individuals with disabilities under Title 49 U.S.C. 5310 (FTA C 9070.1G); and

WHEREAS, in urbanized areas with populations less than 200,000 and in rural areas, the state is the designated recipient (FTA C 9070.1G); and

WHEREAS, in the state of California, the California Department of Transportation (Caltrans) administers FTA Section 5310 projects; and

WHEREAS, Caltrans requires the regional transportation planning agency (RTPA) to certify, by resolution, that the applications are eligible for FTA Section 5310 and that they are consistent with the regional transportation plan (RTP) and the coordinated public transit-human services plan before they can be considered for funding; and

WHEREAS, the Shasta Regional Transportation Agency (SRTA) is the RTPA and the designated Metropolitan Planning Organization (MPO) for the Shasta County region; and

WHEREAS, ***Applicant***, ***a private non-profit corporation***, submitted ***type of*** assistance grant applications to SRTA for mileage reimbursement for two volunteer driver programs, the Foster Grandparent Program and the Senior Companion Program; and

WHEREAS, ***private non-profit corporations*** are eligible applicants for FTA Section 5310; and

WHEREAS, ***project type*** are listed as an eligible activity for expanded 5310 projects ***(Expanded 5310 Project Application Instructions)***; and

RTP consistent language **WHEREAS**, the 20YY Regional Transportation Plan for Shasta County has the goal to prioritize transportation services for funding and implementation, with an emphasis on the transportation needs of the transit-dependent, specifically to ***example here*** (20YY RTP pages ## to ##); and

WHEREAS, the Shasta Coordinated Transportation Plan is the coordinated public transit-human services plan for the Shasta County region; and

CTP consistent language **WHEREAS**, priority ## of the Shasta Coordinated Transportation Plan is to develop volunteer driver programs (page 20);

NOW, THEREFORE, BE IT RESOLVED that the Shasta Regional Transportation Agency:

1. Certifies that the regional grant applications are eligible for FTA Section 5310 funding; and
2. Certifies that the regional grant applications are consistent with the 2010 Regional Transportation Plan for Shasta County and the Shasta Coordinated Transportation Plan; and
3. Authorizes the executive director to provide any other information, certifications, and assurances, as needed, to Caltrans for the grant applications to proceed.

PASSED AND ADOPTED this DDth day of MMMM, 20YY, by the Shasta Regional Transportation Agency.

_____

Chair name**, Chair**
Shasta Regional Transportation Agency

CHAPTER 3.10 - FEDERAL TRANSIT ADMINISTRATION SECTION 5311 POLICIES

3.10.010 - PROGRAM OVERVIEW

A. The Federal Transit Administration (FTA) Section 5311 is a formula-based program that provides funding to states for capital, planning, and operating assistance to supporting public transportation in rural areas. The California Department of Transportation (Caltrans) Division of Mass Transportation (DMT) apportions funds to non-urbanized areas of the state based on population. SRTA, as the Transportation Planning Agency for Shasta County, distributes the regional apportionment to eligible subrecipients that serve the rural areas of the county. Section 5311 is a reimbursement program.

3.10.020 - PERMISSIBLE PROJECTS

A. Local public agencies, tribal governments, private nonprofit organizations, and operators of public transportation services that serve rural areas are eligible to apply for the following types of projects:

1. Operating assistance.
2. Vehicle purchase.
3. Bus-related equipment purchase.
4. Transit facilities.
5. Preventative maintenance.
6. Planning and technical assistance.
7. Non-motorized facilities and education programs.

3.10.030 - FUNDING DISCRETION

A. In exercising discretion over regional apportionments, SRTA may:

1. Choose to fund non-motorized capital improvement projects with FTA Section 5311 funds or through other Transportation Development Act (TDA) programs.
2. Advise pre-applicant(s) to modify requested funding amounts depending on total requested amount from all pre-applicants.
3. Advise pre-applicants of other grant programs or funding options that are better fit.

4. Choose to fund pilot projects. Provisions for continuation of the project, if successful, should be provided.

3.10.040 - CALL FOR PROJECTS

A. Caltrans will announce an FTA Section 5311 call for projects and provide a balance sheet to SRTA with the regional apportionment and any carryover funds. SRTA will provide public notice of the program and will issue a request for pre-applications for eligible projects. Pre-applications will be due to SRTA by a specified date noted in the request. Interested parties are to use the pre-application form provided in the request.

3.10.050 - PROJECT SELECTION

A. Pre-applications will be evaluated based on the criteria below by a review team determined by SRTA. The SRTA Board of Directors may ask the Social Services Transportation Advisory Council (SSTAC) to evaluate applications and make recommendations to the board of directors based on the evaluation criteria below. The SRTA Board of Directors will approve projects and the Program of Projects (POP) as required by Caltrans.

The evaluation method for FTA Section 5311 projects is consistent with the way SRTA evaluates and prioritizes other components of the transportation system, such as arterial, highway and transit projects. Transportation project priorities are established in planning documents like the Regional Transportation Plan (RTP) and programming documents such as the Federal Transportation Improvement Program (FTIP).

Evaluation criteria of pre-applications are as follows:

1. **General Intent**

   These funds are intended to maintain and enhance public transportation in rural areas.

2. **Minimum Eligibility Requirements**

   a. The project must conform to state and federal regulations.
   b. The project must conform to Caltrans guidelines (e.g., capital projects require a public hearing).
   c. The project must be consistent with the RTP.
   d. The project must serve the needs of rural communities as defined by the U.S. Census.
   e. Non-motorized projects must provide a connection to public transportation.
   f. The project must contain the FTA-required matching funds specific to the project type.
   g. The project must provide documentation of project authorization by the applicant's board of directors, president, or principal, or be part of an adopted, current planning document approved by same.

h. Other sources of funding for cooperative projects must be identified. Supporting documentation shall show that matching funds are committed.
i. No single agency may submit a pre-application that requests more funds than the total available for that fiscal year.

3. **Project Scoring Criteria**

a. Performance measures - degree of performance measure goal achievement from previous funding cycles (e.g., fare-box ratio goal met or exceeded; number of rides goal met or exceeded).

b. Serves the general public - preference given to projects that are not targeted to a segment of the general public.

c. Coordination - degree of coordination with other transportation providers and services (e.g., eliminates redundancy of services; uses intelligent transportation system (ITS) technology to coordinate).

d. Enhances current rural public transportation - designed to increase use or improve user experience (e.g., improved connectivity; increased public awareness of public transportation options; creates public transportation amenities such as lighting, benches, and shade; provides training that increases the availability of qualified transit drivers).

e. Cost effectiveness - cost analysis demonstrates cost effectiveness (e.g., utilizes the most cost-effective transportation options).

f. Leveraging - includes third party support (e.g., funds from other programs; funds a project component needed to effectively compete for a state or federal grant).

g. Consistency with RTP - level of consistency with goals in current, adopted RTP and RTP implementation (e.g., is in, or connects to, a Strategic Growth Area; safety).

h. Project support - documented agency resources and public support (e.g., sufficient resources including staff time committed to complete within the fiscal year; letters of support).

i. Safety - design effectively addresses documented safety issues.

j. Funding - provisions for continuation of the project.

3.10.060 - POST-APPROVAL PROCESS

A. For projects selected by the SRTA Board of Directors, pre-applicants will be required to submit the full FTA Section 5311 application to SRTA for review. SRTA will certify the applications consistency

with the RTP and Federal Transportation Improvement Program (FTIP). SRTA will provide the approved POP and certifications to the Caltrans District 2 Transit Representative. Subsequent to receiving the POP from SRTA, Caltrans will prepare and submit the statewide Section 5311 grant application to FTA for approval. Hereafter, the applicant, and Caltrans work together on the standard agreement and reimbursement; SRTA has no further responsibilities.

CHAPTER 3.15 - FEDERAL TRANSIT ADMINISTRATION SECTION 5311(F) POLICIES

3.15.010 - PROGRAM OVERVIEW

A. The Federal Transit Administration (FTA) Section 5311(f) Intercity Bus Program provides funds on a competitive basis for transit projects that develop and support intercity bus transportation in rural areas of the state. States are required to expend at least 15 percent of their annual Section 5311 apportionment to support intercity bus transportation, unless the governor certifies that the state's intercity bus service needs are adequately met. California follows this minimum requirement. The California Department of Transportation (Caltrans) Division of Rail and Mass Transportation (DRMT) administers the program. Section 5311(f) is a reimbursement program.

   Federal and state guidelines supersede these policies.

3.15.020 - ELIGIBLE APPLICANTS AND PROJECTS

A. Local public agencies (including SRTA), tribal governments, private nonprofit organizations, private for-profit organizations, and operators of public transportation services that serve rural areas are eligible to apply for the following types of projects:

   1. Operating assistance.

   2. Capital assistance.

      a. Vehicle purchase.
      b. Bus-related equipment.
      c. Transit infrastructure.
      d. Planning and marketing studies.

3.15.030 - CALL FOR PROJECTS

A. Caltrans District 2 will announce a Section 5311(f) call for projects and provide guidance and technical support to applicants and SRTA. Upon receipt, SRTA will forward the call for projects to the region's transit service providers via email, SRTA's website and/or SRTA's social media.

3.15.040 - SRTA AUTHORIZATION

A. Caltrans requires that SRTA authorize Section 5311(f) applications. Applicants should provide draft applications to SRTA for review: 1) prior to the Caltrans application deadline AND 2) at least six weeks prior to the next SRTA Board of Directors meeting. SRTA will review applications for:

   1. Consistency with applicable planning documents.
   2. Budget accuracy (high level), including match validity.
   3. Public hearing opportunity requirement (capital assistance only).
   4. Coordination of services.

B. Upon review of submitted applications, SRTA may:

   1. Advise applicants to modify applications based on the preceding bullet points.
   2. Advise applicants of other grant programs or funding options that are a better fit.

C. SRTA staff will recommend authorizing applications whose authors heed SRTA's advice and wish to proceed with the Section 5311(f) application process. SRTA staff will present recommendations to the board of directors with resolution(s) authorizing application(s) submittal and delegating authority to the executive director to provide information as needed to Caltrans for the application to proceed. An example resolution ends this section.

3.15.050 - PROJECT SUPPORT

A. SRTA may choose to authorize a project with no obligation to finance or otherwise support the service in the future. Caltrans requires from SRTA documented support for regional private carrier's service routes that pass outside of Shasta County.

3.15.060 - PROJECT SELECTION

A. Caltrans is responsible for the evaluation criteria of applications. An independent selection committee comprised of Caltrans staff and external participants scores each application that meets all the program requirements. Highest scoring applications are selected for funding.

3.15.070 - POST-APPROVAL PROCESS

A. For projects selected by Caltrans's evaluation committee for funding, SRTA will ensure that projects are placed in the Federal Transportation Improvement Program (FTIP). Hereafter, the applicant, and Caltrans work together on the standard agreement and reimbursement; SRTA has no further responsibilities.

RESOLUTION

RESOLUTION NUMBER:	**XX-XX**
SUBJECT:	**Authorize *Applicant*'s Federal Transit Administration Section 5311(f) Application for Federal Fiscal Year XXXX**

WHEREAS, the US Department of Transportation provides grants to states through the Federal Transit Administration (FTA) for operating and capital assistance projects for non-urbanized public transportation systems under Section 5311 of the Federal Transit Act (FTA C9040.1G); and

WHEREAS, the California Department of Transportation (Caltrans) has been designated by the Governor of the State of California to administer FTA Section 5311(f) grants in California; and

WHEREAS, the ***Applicant***, ***a public governmental authority***, desires to apply for said financial assistance to ***project description***; and

WHEREAS, ***Applicant*** has coordinated with other transportation providers and users in the region (including social service agencies); and

WHEREAS, Caltrans requires a resolution of the Shasta Regional Transportation Agency (SRTA) authorizing submittal of the application before it can be considered for funding; and

Optional language **WHEREAS**, SRTA's authorization of the grant does not imply or impart any obligation on the part of SRTA to finance or operate the ***project or applicant name*** service, or limit its support of new services of a similar nature.

NOW, THEREFORE, BE IT RESOLVED that the Shasta Regional Transportation Agency Board of Directors:

1. Authorizes ***Applicant*** to submit a YYYY Federal Transit Administration Section 5311(f) ***funding type*** application to the California Department of Transportation (Caltrans) for a ***brief project description/name***; and
2. Authorizes the executive director to provide any other information and assurances as needed to Caltrans for the application to proceed.

PASSED AND ADOPTED this DDth day of MMMM, YYYY, by the Shasta Regional Transportation Agency.

_____

Chair name, **Chair**
Shasta Regional Transportation Agency

DRAFT

CHAPTER 3.20 - FEDERAL TRANSIT ADMINISTRATION SECTION 5339 POLICIES

3.20.010 - PROGRAM OVERVIEW

A. The Federal Transit Administration (FTA) Section 5339 Buses and Bus Facilities Grants Program is both a formula-based and state-wide discretionary program that provides capital funding to replace, rehabilitate and purchase buses, vans, and related equipment, and to construct bus-related facilities. Urbanized areas (UZA) as designated by the U.S. Bureau of the Census, and the program has distinct requirements and eligibilities for UZAs over and under 200,000 in population and for rural areas. Large UZAs (population of more than 200,000) work directly with the FTA to program and deliver projects. California Department of Transportation (Caltrans) is the direct recipient for the statewide discretionary component of 5339 and the designated recipient for the small UZAs (population less than 200,000) component of the program. However, small UZA recipients obtain concurrence with local programming from their Metropolitan Planning Organization (MPO), such as SRTA - not Caltrans - and then work directly with the FTA to apply for and deliver projects. Caltrans states that they have zero involvement in administering FTA 5339 for the Redding UZA (March 2017).

B. These policies address the small UZA formula-based component for the Redding UZA and are based on direction from Caltrans and FTA (April 2017).

C. UZAs generally correspond to U.S. cities and their densely populated suburbs. Most urbanized areas include multiple independent jurisdictions, and some include multiple cities, if those cities are linked by a densely populated area. Shasta County has one small UZA, Redding UZA (population less than 200,000), which includes Redding, Anderson, the City of Shasta Lake and adjacent areas of the unincorporated county.

D. Federal and state guidelines supersede these policies.

3.20.020 - ELIGIBLE APPLICANTS AND PROJECTS

A. Redding Area Bus Authority (RABA) is the predominant recipient of FTA Section 5339 funds apportioned to the Redding UZA. This is because RABA was the only existing Section 5307 recipient when MAP-21 became law in 2012.

B. It is possible for entities other than RABA to receive regional 5339 funds. Direct recipients of Section 5307 are eligible for Section 5339 (see Section 5307 policies on how another entity could receive 5307 funds).

C. Similarly, sub-recipient arrangements allow entities, in addition to RABA, to receive regional 5339 funds. A Section 5339 recipient, whether a designated recipient (Caltrans) or direct recipient (only RABA as of April 2017), may choose to pass its grant funds through to another entity (sub-recipient) to carry out a project eligible under Section 5339. In this way, public agencies and private nonprofit organizations engaged in public transportation, including those providing

services open to a segment of the general public, as defined by age, disability, or low income could receive 5339 funding. A sub-recipient arrangement does not relieve the original recipient of its responsibilities to carry out the terms and conditions of the grant agreement.

1. The following are eligible types of capital assistance:

    a. Acquisition of buses for fleet and service expansion.

    b. Acquisition of replacement vehicles.

    c. Bus rebuilds (for bus rebuild and rehabilitation projects; only over-the-road, large buses are eligible).

    d. Passenger amenities such as passenger shelters and bus stop signs.

    e. Accessory and miscellaneous equipment such as mobile radio units, supervisory vehicles, fare boxes, computers, and shop and garage equipment.

3.20.030 - FTIP AND PROGRAM OF PROJECTS

A. In small UZAs, the Transportation Improvement Program[2] (FTIP), once adopted by the MPO and approved then by the U.S. Department of Transportation (U.S. DOT), may take the place of the required program of projects. It is SRTA's responsibility to develop and adopt the FTIP and then forward the FTIP to the state for recommendation of adoption. Therefore, RABA and other eligible direct recipients must develop a list of proposed projects in cooperation with SRTA to be funded from the area's Section 5339 apportionment. SRTA intends to program regionally apportioned funds within the first two years to avoid funds lapsing after the third year. Section 5339 projects listed in the FTIP must contain sufficient detail to identify each project or phase of project, including a brief project description, total project costs, federal share for each project, and other expected resources to carry out the project.

[2] The TIP [known in California as the FTIP, "F" standing for Federal] is a prioritized listing/program of transportation projects covering a period of four years that is developed and formally adopted by an Metropolitan Planning Organization (MPO, i.e. SRTA) as part of the metropolitan transportation planning process, consistent with the metropolitan transportation plan (twenty-year horizon) [known regionally as the regional transportation plan], and required for projects to be eligible for funding under title 23 of the U.S. Code and 48 U.S.C. Chapter 53. (FTA C 9030.1E)

B. For FTIP programming purposes, RABA and other eligible direct recipients will provide the list of proposed projects to SRTA before applying for the Section 5339 funding. As part of SRTA's metropolitan transportation planning requirements (specified in 49 CFR part 613 and 23 CFR part 450), projects will be reviewed for:

1. Consistency with applicable planning documents.
2. Budget accuracy (high level), including match validity.
3. Coordination of services.

C. Upon review of submitted projects, SRTA may:

1. Advise RABA and other eligible direct recipients to modify projects based on the preceding bullet points.
2. Advise RABA and other eligible direct recipients of other grant programs or funding options that are a better fit.

D. Once there is an agreed-to, final projects list, SRTA will amend the FTIP. As needed for biennial FTIP development, SRTA staff will present recommendations to the board of directors with the authorizing resolution. Resolutions will include adoption of FTIP and delegate authority to the executive director to provide information as needed in response to oversight agency review.

3.20.040 - PUBLIC PARTICIPATION

A. The Federal Transportation Improvement Program (FTIP or formal FTIP amendment) public participation and approval processes carried out by SRTA can serve to satisfy requirements for public participation under Section 5339 (FTA Circular 5100.1).

3.20.050 - POST FTIP ADOPTION PROCESS

A. RABA and other eligible direct recipients work directly with FTA to apply for and deliver projects.

CHAPTER 3.21 – FEDERAL AND STATE AWARDS MANAGEMENT

(Amended December 15, 2022)

3.21.010 – ADVANCE PAYMENTS

A. The agency will be bound to the cash management principles outlined in each federal or state grant agreement for advance payments of awarded funds.

CHAPTER 3.25 - NON-MOTORIZED PROGRAM

(Amended June 25, 2019, and 6-25-25)

3.25.010 - PROGRAM OVERVIEW AND INTENT

A. The following Regional Non-Motorized Program policies guide SRTA's use of Transportation Development Act (TDA) funding of infrastructure and programs that support walking and bicycling. Regional Non-Motorized Program funding is derived from a 2% 'off-the-top' allocation of remaining regional Local Transportation Funds (LTF) after allowable 'off-the-top' allocations are made for TDA administration and regional planning and programming activities in accordance with the TDA prescribed allocation priority order.

B. It is the intent of the Regional Non-Motorized Program to implement the GoShasta Regional Active Transportation Plan, including the delivery of project lists and the carrying out action items listed under the three GoShasta themes:

1. Increase active transportation mode share;
2. Increase safety and comfort of active transportation users; and
3. Invest in healthy, vibrant, sustainable, and people-centered communities.

C. To maximize the impact of the Regional Non-Motorized Program, all activities should be cross-coordinated with other regionally funded projects (regardless of travel mode) and developed in partnership with local jurisdictions and applicable community-based organizations. In addition, regional funds should be reserved for projects that:

1. Are bold and transformative in nature (as opposed to incremental status quo improvements);
2. Serve the needs of all ages and abilities (as opposed to only experienced and confident users);
3. Provide a competitive alternative to motor vehicle trips (as opposed to projects serving largely recreational trips); and
4. Address the most challenging bicycle and pedestrian hurdles (as opposed to projects that present little if any technical design challenges).

3.25.020 - ELIGIBILITY

A. Regional Non-Motorized Program funding may be awarded by the SRTA Board of Directors in accordance with SRTA policies for the administration of Transportation Development Act funds (SRTA Policies, Section 300) and consistent with planning priorities documented in the GoShasta Regional Active Transportation Plan. SRTA off-the-top activities and specific eligible activities, projects, and recipients are outlined in the table on page 2.

SRTA Activities Funded Off-The-Top		
Activity	**Examples of Projects**	
Bicycle and pedestrian grant application preparation	Procurement of consultant for SRTA-managed, regionwide grant-writing effort. Consultant would prepare grant applications for bicycle and pedestrian infrastructure and non-infrastructure projects, agreed to by SRTA and local agencies, for competitive programs, e.g. Active Transportation Program, Affordable Housing and Sustainability Program, etc.	
General Non-Motorized Program Eligible Activities, Projects, and Recipients		
Activity	**Examples of Eligible Projects**	**Eligible Recipients**
Bicycle and pedestrian infrastructure	Sidewalks; Class I pathways; Class II bicycle lanes; bicycle boulevards; Class IV cycle tracks; protected intersections; bicycle and pedestrian crossings; ADA accessibility; and other such projects that are consistent the adopted GoShasta Regional Active Transportation Plan	Entities having a sub-recipient cooperative agreement with SRTA (or able to enter into), including: • Local/state/federal agencies and tribal governments with authority to develop and construct projects in public right-of-way in the Shasta Region • Redding Area Bus Authority • Consolidated Transportation Services Agency
Bicycle and pedestrian amenities	Bicycle racks and lockers; wayfinding signage; and other amenities that are consistent the adopted GoShasta Regional Active Transportation Plan	
Bicycle and pedestrian programmatic support	Equipment and administration costs necessary to operate a program, such as those listed in Chapter 2 of GoShasta (e.g. programs that support education, bike theft prevention, encouragement, enforcement, and evaluation) as well as equipment and administration costs necessary for the operation of a bike-share program. Funds may be requested for program expenses for a maximum of three years, at which point the entity may submit a new application.	• Non-profit community-based organizations • For-profit community-based organizations • Local agencies • Redding Area Bus Authority • Consolidated Transportation Services Agency

B. In Addition to basic project eligibility criteria, SRTA may prioritize specific active transportation priorities for any given cycle.

   Additional eligibility requirements:

   1. Eligible agencies shall abide with all applicable federal and state regulations.
   2. The project must conform to the RTP and be included in a local or regional adopted non-motorized plan (21CCR 6651).

3. The project must conform to the general design criteria of the Streets and Highway Code (PUC Sec. 99401).
4. The project must meet Americans with Disabilities Act (ADA) standards.
5. The requested funds cannot be used to supplant existing programmed funds.
6. For cooperative projects, other sources of funding must be identified. Supporting documentation shall show that matching funds are committed.
7. Projects which are a required element of a larger capital improvement project or program are not eligible for funding.
8. No single agency may submit an application that requests more funds than the total available for that fiscal year.
9. Local agencies are responsible for all staff time, although this can be considered an in-kind match.
10. Funding shall not be used to fully fund the salary of any one person (PUC Sections 99233.3).
11. All grant funds shall be invoices on a reimbursement basis only.
12. Infrastructure and amenities awards will be made by amendment to existing sub-recipient cooperative agreements. Programmatic support awards will be made via technical services agreement.

3.25.030 - INELIGIBLE COSTS

A. Except under rare and extenuating circumstances, Regional Non-Motorized Program shall not be used for the following activities as the SRTA Board of Directors allocates other funds for these purposes:

1. Augmenting local agency staff time;
2. SRTA staff time; and
3. Planning.

3.25.040 - FUNDING DISCRETION AND BUDGETING

A. In exercising discretion over the Regional Non-Motorized Program, the SRTA Board of Directors may:

1. Obligate all available funds, partial funds, or no funds in a given program cycle;
2. Allocate project funding in phases commensurate with what can reasonably be accomplished within the fiscal-year, or as a condition of documented local match expenditures;
3. Program funding for future fiscal year budgets to establish a longer-range pipeline of projects; and
4. Add funds to previously awarded projects for extenuating circumstances related to capital outlay. Cost overruns will generally be the responsibility of the recipient agency.

B. Grant awards for infrastructure and amenities projects are not intended to be a competitive or formula-driven process. The purpose of this program is to develop joint local-regional nominations that best implement the GoShasta Regional Active Transportation Plan and achieve

the goals and performance targets found in the Regional Transportation Plan/Sustainable Communities Strategy, and then to present and recommend the resultant projects in unity to the SRTA Board of Direction for funding allocation.

C. There is no guaranteed share or formula allocation of funds by jurisdiction. The goal of funding parity will depend upon the quality of proposals submitted for consideration. Program allocations will, however, be tracked over time. Although there is unlikely to be funding parity among local jurisdictions in any given funding cycle, SRTA will work with each partner agency to support the development of competitive proposals so that each jurisdiction, over time, may receive allocations roughly commensurate with their respective share of the regional population.

D. All projects approved for funding must be included in SRTA's annual Overall Work Program Comprehensive Budget. Any funds not allocated in a given program cycle may accrue over more than one cycle as needed for efficiency in program administration; to allow time for previously awarded projects to progress; and/or to build up funds necessary for larger projects.

3.25.050 - NOTICE OF FUNDING AVAILABILITY

A. Funding cycles shall be based on the timing of state grant programs needed to fill funding gaps; the timing of GoShasta Regional Active Transportation Plan updates; the status of previously awarded projects; availability of funds; and other such factors. As a result, notices of funding availability will not follow a set schedule or occur every fiscal year.

B. Upon authorization from the SRTA Board of Directors, SRTA shall post notices of funding availability to the SRTA website and provide written notice to eligible applicants and all that have registered to receive notices via SRTA's website. Notices of funding availability shall be accompanied by program guidelines and procedures pursuant to Section 3.25.060.

3.25.060 - PROGRAM GUIDELINES

A. At a minimum, Regional Active Transportation Program Guidelines shall include the following content:

1. Available funding – An estimated range of funding available in the current program cycle, including a statement that the SRTA Board of Directors may, at their discretion, award no funds during the program cycle.

2. Program description – A clear statement of program purpose, eligible and ineligible activities, and eligible applicants.

3. Application procedures – Guidance on how to develop a joint project with SRTA, minimum content required for submittal, and post-award expectations and requirements of grantees, including contracting.

4. Timeline – A calendar indicating open-consultation period with SRTA; deadline for submitting all requested materials; and the date anticipated for presentation of project recommendations to the SRTA Board of Directors for consideration.

5. Call for projects – Shall include funding priorities for the current funding cycle, divided into two categories:

    a. Infrastructure and amenities – All eligible and interested applicants shall be provided an opportunity to meet individually with SRTA staff to discuss prospective projects and to coordinate on the development of joint project nominations for presentation to the SRTA Board of Directors for consideration. Infrastructure and amenities projects should address local needs within the regional context – meaning projects that are listed in the GoShasta Regional Active Transportation Plan and action items listed under the three GoShasta themes.

    Evaluation criteria may vary from cycle to cycle but should focus on: 1) transformational projects (i.e. projects that appeal to all ages and abilities) that are needed to achieve mode split and greenhouse gas emission goals in the Regional Transportation Plan/Sustainable Communities Strategy; 2) projects with demonstrated community support; and 3) projects that combine regional and local funds to leverage gap funding through state and/or federal grants.

    Applicants shall be provided with a reasonable time (no less than two weeks from notice of funding availability) to develop project concepts for nomination.

    b. Programmatic support – Entities that do not have an established sub-recipient cooperative agreement with SRTA are required to prepare a formal proposal for evaluation in accordance with SRTA's procurement policies and any program-specific terms and criteria specified in the notice of funding availability and program guidelines. Alternatively, applicants may partner with an agency that has a sub-recipient cooperative agreement.

    Evaluation criteria may vary from cycle to cycle but should address the applicant's capacity (e.g., experience administering similar relevant programs, history of participation in GoShasta and other planning efforts, etc.) and the merits of the proposed scope of work (e.g., potential to achieve mode-shift, level of community support, program sustainability without continued SRTA funding, etc.).

    Upon notice of funding availability per Section 3.25.040, SRTA shall allow no less than ten business days to submit a programmatic support proposal.

3.25.070 - CONTRACTING

A. Once projects have been approved by the SRTA Board of Directors, projects will be referenced in and attached to a local agency's sub-recipient cooperative agreement with SRTA.

B. If the grantee does not have a sub-recipient agreement with SRTA or cannot enter into a sub-recipient agreement, the grantee shall be required to enter into a technical services agreement with SRTA.

3.25.080 - PROJECT MANAGEMENT AND DELIVERY

A. Invoices will be paid on a reimbursement basis for work completed. Local agencies will provide sufficient documentation to support any invoice, and, at a minimum, provide quarterly updates to SRTA in writing.

B. Local agencies will inform SRTA of project completion in writing. Unused funds will be made available for other non-motorized projects in the region as part of a future notice of funding availability.

CHAPTER 3.26 STATE OF GOOD REPAIR PROGRAM POLICY

(Amended 10/22/19 and 6/25/2025)

3.26.010 - PROGRAM OVERVIEW

A. The State of Good Repair (SGR) Program is a noncompetitive, formula-based program included under Senate Bill 1: The Road Repair and Accountability Act of 2017 (Beall and Frazier). Funds are deposited into the State Transit Assistance (STA) account and then distributed to regional transportation agencies using the STA Program formula, with half of the SGR funds being allocated according to population (Public Utilities Code (PUC) 99313) and half of the SGR funds allocated according to transit operator revenues (PUC 99314).

B. The goal of the SGR Program is to provide funding for capital assistance in rehabilitating, modernizing, and maintaining California's existing local transit systems in a state of good repair. These investments will result in transit vehicle fleets that are more reliable and safer and emit less greenhouse gases and other pollutants.

Caltrans administers the SGR Program; details are available in the most current SGR Guidelines published by the Caltrans Division of Rail, located at https://dot.ca.gov/programs/rail/state-transit-assistance-state-of-good-repair. Caltrans' SGR Guidelines related to eligibility and procedures supersede this policy.

3.26.020 - PROJECT ELIGIBILITY

A. SGR funds are made available for capital projects that maintain the public transit system in a state of good repair. Project eligibility is defined per PUC Section 99212.1 (c), and is summarized below:

1. Eligible Projects and Expenses

a. Transit capital projects or services to maintain or repair a transit operator's existing transit vehicle fleet or transit facilities, including the rehabilitation or modernization of the existing vehicles or facilities;

b. The design, acquisition, and construction of new vehicles or facilities that improve existing transit services;

c. Transit-related preventative maintenance, such as engine replacement and general preventative maintenance work; and

d. Temporary transit infrastructure that is needed as part of an effort to repair and improve local transportation infrastructure.

All SGR funds must be spent on publicly owned assets.

2. Ineligible Project and Expenses
The SGR Program is a transit capital program. Projects that solely expand capacity or service are not eligible projects. Transit operations, transit agency administration, and program management are not allowable. Pre-construction phases such as planning and environmental are ineligible on their own but are eligible when included as part of a capital project as long as project development costs do not exceed 20% of the total estimated project cost. See Caltrans' SGR Guidelines for more detail.

3.26.030 - REGIONAL FUNDING PRIORITIES

A. The Shasta Regional Transportation Agency (SRTA) will support the development and implementation of projects that best achieve the SGR Program goals, meet the transit needs of the region, and make progress towards the transit-related objectives and targets included in SRTA's Regional Transportation Plan (RTP) and other regional planning documents (e.g. Transportation Improvement Program (TIP), short range transit plan, transit asset management plan, etc.).

B. SRTA will prioritize funding to projects that rehabilitate and modernize the existing regional transit systems, and that do not currently have other sources of funding allocated. The following eligible projects and expenses, in order of priority, will generally guide project selection:

1. Replacement, rehabilitation or modernization of:
   a. Rolling stock, including replacement of diesel or gas vehicles with hybrid or zero-emission vehicles and replacement of fuel systems with renewable fuel systems;

   b. Transit or transfer facilities and/or equipment that improves existing transit services (including construction of new facilities and/or equipment);

   c. Maintenance facilities and equipment, including facility improvements that reduce emissions or rely more on renewable fuel sources; and

d. Security equipment and systems.

2. Transit-related preventative maintenance; and

3. Rail station and facility improvements.

3.26.040 - SRTA AND PARTNER ROLES

A. Caltrans' SGR Guidelines identify the roles and responsibilities of state and regional agencies. The following is a summary of those roles:

1. The **State Controller's Office (SCO)** is responsible for SGR accounting, publishing allocation amounts, and allocating funds to approved agencies.

2. **Caltrans** is responsible for administering the SGR Program, including reporting and maintaining program guidelines.

3. **SRTA, as an Eligible Regional Entity (SCO-designated 99313 recipient),** is responsible for maintaining SGR funds on behalf of the region, compiling project submittals from Eligible Transit Operators, submitting the annual Project List for SRTA projects, and submitting annual reporting for SRTA projects.

4. **Eligible Transit Operators (SCO-designated 99314 recipients, i.e. RABA)** are responsible for complying with all relevant SGR Guidelines, including providing SRTA with a proposed annual list of projects. The Eligible Transit Operator's proposed project list must be submitted to SRTA by May 1st of each year in order to be reviewed and recommended for SRTA Board of Directors approval in advance of SGR Project List submittal deadlines. Eligible Transit Operators are responsible for submitting an annual Project List for projects that they will administer, as well as submitting annual reporting for their projects.

3.26.050 - PROJECT MANAGEMENT AND DELIVERY

A. Project List Modification
If regional transit priorities change, a modified Project List and supporting documentation may be submitted to Caltrans for approval. Project List modifications require SRTA Board of Director's approval prior to acceptance by Caltrans.

B. Fund Accrual and Distribution
SRTA receives quarterly allocations of SGR funds and then distributes the funds based on the Caltrans-approved project list to eligible recipients (e.g., transit operators) and/or keeps funds in a separate account for which SRTA is the recipient for project implementation. As the project list is based on estimates and could vary from the actual annual allocations by amounts that would not fully fund multiple projects, or even one project, best practice is for a single project to be the

recipient of gains/losses. If an annual allocation of SGR funds is less than the previously provided estimates SRTA will notify eligible recipients of the funding changes. The eligible recipient bears the responsibility to make up the remaining project costs with other applicable funds.

For SRTA projects, if SRTA is not prepared to initiate a project in the current fiscal year or seeks to combine multiple years of funds for a SRTA project, a Project List that includes a project scheduled to begin at a later date must be submitted to accrue funding. Funding may accrue for up to four years. Any fund accrual requires SRTA Board of Directors' approval.

Eligible Transit Operators may submit and request SGR funds to be accrued toward a future project scheduled to begin at a later date, consistent with SGR guidelines. For projects approved by the SRTA Board of Directors, SRTA will deposit funds into a project specific account on behalf of the recipient and make the funds available for use toward the approved project at the appropriate time.

For Transit Operator projects, SRTA will distribute SGR funds within 30 days of receipt from the SCO to eligible recipients unless a project is accruing funds for future use.

D. Invoicing

Invoices will be paid on a reimbursement basis for work completed, dependent on receiving SGR allocations from the SCO.

CHAPTER 3.27 – LOW CARBON TRANSIT OPERATIONS PROGRAM POLICY

(Adopted 10-20-2020)

3.27.010 – PROGRAM OVERVIEW

A. The Low Carbon Transit Operations Program (LCTOP) is a noncompetitive, formula program funded by the Transit, Affordable Housing, and Sustainable Communities Program established by the California Legislature in 2014 with Senate Bill 862. Funds are deposited into the State Transit Assistance account and then distributed by formula, with half of the LCTOP funds being allocated to regional agencies according to population (Public Utilities Code (PUC) 99313) and half of the LCTOP funds allocated to transit agencies according to transit operator revenues (PUC 99314). The Shasta Regional Transportation Agency (SRTA) is responsible for overseeing project selection for the population-based LCTOP fund allocations, not the transit operator revenues-based fund allocations. Therefore, this policy addresses the population-based (PUC 99313) regional allocations only.

B. The purpose of the LCTOP is to provide operating and capital assistance to transit agencies with the goal of reducing greenhouse gas (GHG) emissions and improving transit ridership and mobility—with an emphasis on serving Disadvantaged Communities and low-income communities.

C. SRTA's role in this program is to drive the development of joint local-regional projects that best meet LCTOP guidelines, SRTA priorities, regional and local transit plans, and implement the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS).

D. Additional details are available in the most current LCTOP Guidelines published by the Caltrans Division of Rail and Mass Transportation, located at http://www.dot.ca.gov/drmt/splctop.html. LCTOP Guidelines supersede information presented in this policy.

3.27.020 – PROJECT ELIGIBILITY

A. LCTOP funds provide operating and capital assistance to transit agencies for projects that reduce GHG emissions and improve transit mobility. Projects should be prioritized to benefit DACs and low-income communities. Project eligibility is defined per PUC Section 75230(f) (1-3) and is summarized below.

B. Eligible Projects and Expenses:

1. Expenditures that directly enhance or expand transit service by supporting new or expanded bus or rail services, or expanded intermodal transit facilities, and may include equipment acquisition, fueling, and maintenance, and other costs to operate those services or facilities.
2. Operational expenditures that increase transit mode share.
3. Expenditures related to the purchase of zero-emission buses, including electric buses, and the installation of the necessary equipment and infrastructure to operate and support these zero-emission buses.

C. Ineligible Projects and Expenses:

1. The program is not based on reimbursements; therefore, Lead Agencies cannot expend LCTOP funds on costs incurred prior to LCTOP award/approval. Additionally, any request or expenditure identifying a phase prior to construction will likely be ineligible for the program.

2. Projects must start within six months after SRTA, or transit operator(s) receive(s) LCTOP funds from the State Controller's Office (SCO). Apportionments will not be held by the SCO into the following year and should be expended/planned for annually according to the LCTOP Guidelines. Recipients have the ability to fund "new or expanded services" with single or multiple years of LCTOP funding as long as the agency is not supplanting funds; services are considered to be new for a specific timeframe (see the most current LCTOP Guidelines), and after that must secure alternative funding.

3.27.030 – REGIONAL FUNDING PRIORITIES

A. SRTA will support the development and implementation of projects that best achieve the state's LCTOP goals, meet the transit needs of the region, and make progress toward transit-related objectives and targets in SRTA's RTP/SCS and other regional planning documents (e.g. short/long-range transit plans, annual Unmet Transit Needs Assessment, transit asset management plan, etc.).

B. SRTA will prioritize funding to projects that show they have the potential to reduce GHGs, increase transit mobility, or lead to the implementation of zero-emission technology. The following priorities, in order of priority, will generally guide project selection:
   1. Specialized and demonstration transit projects approved by the board of directors as part of the Unmet Transit Needs Assessment that seek to increase transit mobility and efficiency while reducing emissions, including any needed capital costs to implement such services;
   2. Operational projects that increase transit mode share or efficiency;
   3. Targeted reduced or free fare programs that encourage increased transit ridership;
   4. Replacement or modernization of rolling stock, including replacement of diesel or gas vehicles with hybrid or zero-emission vehicles and the supporting equipment and infrastructure; and
   5. New zero-emission vehicles and the supporting equipment and infrastructure.

3.27.040 – SRTA AND PARTNER ROLES

A. The SCO is responsible for LCTOP accounting, determining, and publishing available funding amounts, and distributing funds to approved recipients.

B. The California Air Resources Board (CARB) is responsible for developing the methodologies for quantifying and reporting of GHG emissions reductions and other co-benefits and working with Caltrans to determine the eligibility of the projects submitted by the Lead Agency (SRTA for the Shasta County regional allocation) for funding.

C. In coordination with CARB, Caltrans is responsible for administering the LCTOP Program, including providing technical assistance and guidance to local agencies in preparing requests for funds, evaluating agencies' requests for funds, and reviewing and providing concurrence on agency-submitted projects.

D. SRTA is responsible for the following activities:
   1. Maintain a separate bank account for LCTOP funds;
   2. Submit an Authorized Agent Form identifying the agent who has the authority to act on behalf of SRTA and a Certifications and Assurances Form (requires board of directors approval);

3. Submit a board-approved Allocation Request annually during the open call for projects (including Allocation Request Form, Quantification Methodology Tool, Funding Plan, Disadvantaged Communities and/or Low-Income Communities Maps, etc.).
4. Submit all required reporting including Semi-Annual Reports, Close-Out Reports, Expenditure Reports, and any additional reporting initiated by CARB and/or Caltrans.

3.27.050 – ADDITIONAL PROCEDURES

A. Allocation Request Modification (Corrective Action Plan)
A Corrective Action Plan (CAP) is required in order to change an approved Allocation Request. Board approval of the CAP is required if the Authorized Agent and/or Certifications and Assurances for any involved agencies/projects has changed substantially. A CAP also requires Caltrans and CARB approval.

B. Fund Accrual
A full Allocation Request must be submitted each year. Unrequested funds will not be held by the SCO for a future request and may be reallocated to other eligible agencies.

C. Annual LCTOP Timeline (per the Fiscal Year (FY) 2019/20 Guidelines)

Caltrans posts LCTOP guidelines for upcoming FY funds. SCO notifies agencies of available funding for the FY.	January
SRTA/Transit Operator Allocation Requests Due to Caltrans	March
Caltrans and CARB approve projects and submit to SCO	Mid-June
SCO releases project funding to SRTA	June 30
Semi-Annual Report due to Caltrans (on data October 1 – March 31)	May 15
Semi-Annual Report due to Caltrans (on data April 1 – September 30)	November 15

3.27.060 – CONTRACTING

A. Once projects have been approved by the SRTA Board of Directors, Caltrans and CARB, projects will be referenced in, and attached to, a transit operator's sub-recipient cooperative agreement with SRTA, as applicable. If the operator does not have a sub-recipient agreement with SRTA or cannot enter into a sub-recipient agreement, the operator may be required to enter into a technical services agreement with SRTA.

3.27.070 – PROJECT MANAGEMENT AND DELIVERY

A. Invoices will be paid on a reimbursement basis for work completed. Transit operators will provide documentation sufficient to support any invoice, and, at a minimum, provide quarterly updates to SRTA in writing. Transit operators will work with SRTA to provide all information

necessary for submitting complete semi-annual and close-out reports to Caltrans. Transit operators will inform SRTA of project completion in writing.

CHAPTER 3.28 –CARBON REDUCTION PROGRAM POLICY

(Amended 9/4/24)

3.28.010 – PROGRAM OVERVIEW

A. The Infrastructure Investment and Jobs Act (IIJA) (Bipartisan Infrastructure Law) provides $6.4 billion dollars to states and metropolitan planning organizations like SRTA for the Carbon Reduction Program (CRP). The purpose of the CRP is to reduce transportation carbon dioxide (CO2) emissions, from on-road sources. CRP funds are available for five years (2022-2026) and provide opportunities to support local priorities that decrease CO2 emissions in the transportation sector and support regions towards net zero emissions by 2050.

B. The allocations are split, with 65% as Local CRP and 35% as State CRP. Local CRP is allocated by population based on the 2020 US Census Urbanized Areas (UZA). Local CRP funds are allocated to metropolitan planning organizations or regional transportation planning agencies and must be made available for use within the entire boundary. For SRTA, this means the entire Shasta County region. The CRP funds cannot be further suballocated within the SRTA boundary. Instead, SRTA must use a competitive, performance-driven process to select and program projects for CRP funds.

3.28.020 – ELIGIBLE APPLICANTS

A. Eligible applicants include cities, counties, tribal governments, transportation agencies, metropolitan planning organizations, regional transportation planning agencies, and non-profit organizations within the Shasta region. For-profit organizations are not eligible. All other entities must partner with a city, county, or transportation agency to apply for and/or administer a federal aid transportation project.

B. Since this is a reimbursement program, recipients must have the capacity to cover project costs at the outset of project or program implementation. Eligible expenses will be reimbursed once the applicant has submitted a reimbursement request and supporting documentation.

C. If an eligible entity that receives funding from the Federal Transit Administration (FTA) or Federal Highway Administration (FHWA) possesses the necessary fiscal, technical, and legal capabilities, it has the option to submit a formal request for direct fund management. Subsequently, if applicable and upon approval, the entity may proceed to enter into a grant agreement with the FTA or FHWA.

3.28.030 – PROJECT ELIGIBILITY

A. CRP funds cover many different types of activities that address carbon emission reductions. A full list of eligible activities is available in the FHWA program guidance: https://www.fhwa.dot.gov/environment/sustainability/energy/policy/crp_guidance.pdf.

B. The utilization of CRP funds necessitates their allocation to projects from the federally-eligible list, strategically supporting three crucial pillars: bicycle and pedestrian infrastructure, rail and transit initiatives, and the development of zero-emission vehicles and related infrastructure. Eligible applicants must indicate on their project nomination forms how the proposed project meets one or more of the above "pillar" categories.

C. It is required that an 11.47% percent local match, consisting of non-federal funds, be provided.

D. The funds can be flexed to FTA upon approval by Caltrans and FHWA. If funds are flexed to FTA, FTA local match rules apply.

E. Projects funded with CRP funds are required to be treated as federal-aid projects and are therefore subject to environmental review under the National Environmental Policy Act, and other applicable federal laws.

3.28.040 – FUNDING PRIORITIES

A. Priority – I
   1. A public transportation project eligible under 23 U.S.C. 142; (this includes eligible capital projects for the construction of a bus rapid transit corridor or dedicated bus lanes as provided for in BIL Section 11130 (23 U.S.C. 142(a)(3)).
   2. A transportation alternative (as defined under the Moving Ahead for Progress under the 21st Century Act [23 U.S.C. 101(a)(29), as in effect on July 5, 2012]), including, but not limited to, the construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation.
   3. Development of a carbon reduction strategy developed by a State per requirements in 23 U.S.C. 175(d).
   4. A project or strategy designed to support congestion pricing, shifting transportation demand to nonpeak hours or other transportation modes, increasing vehicle occupancy rates, or otherwise reducing demand for roads, including electronic toll collection, and travel demand management strategies and programs.
   5. Efforts to reduce the environmental and community impacts of freight movement.
   6. Sustainable pavements and construction materials. Sustainable pavements technologies that reduce embodied carbon during the manufacture and/or construction of highway projects could be eligible for CRP if a lifecycle assessment (LCA) demonstrates substantial reductions in CO2 compared to the implementing Agency's typical pavement-related practices.

7. Climate Uses of Highway Right-of-Way Projects including alternative uses of highway right-of-way (ROW) that reduce transportation emissions are also eligible. For example, renewable energy generation facilities, such as solar arrays and wind turbines, can reduce transportation emissions.
8. Mode Shift Projects that maximize the existing right-of-way for accommodation of non-motorized modes and transit options that increase safety, equity, accessibility, and connectivity may be eligible.
9. Projects that separate motor vehicles from pedestrians and bicyclists.

B. Priority – II

1. A project described in 23 U.S.C. 149(b)(4) to establish or operate a traffic monitoring, management, and control facility or program, including advanced truck stop electrification systems.
2. A project described in 23 U.S.C. 503(c)(4)(E) for advanced transportation and congestion management technologies.
3. Deployment of infrastructure-based intelligent transportation systems capital improvements and the installation of vehicle-to-infrastructure communications equipment.
4. A project to replace street lighting and traffic control devices with energy-efficient alternatives.
5. A project that supports deployment of alternative fuel vehicles, including acquisition, installation, or operation of publicly accessible electric vehicle charging infrastructure or hydrogen, vehicle fueling infrastructure, and purchase or lease of zero-emission construction equipment and vehicles, including the acquisition, construction, or leasing of required supporting facilities.
6. A project described in 23 U.S.C. 149(b)(8) for a diesel engine retrofit.
7. Certain types of projects to improve traffic flow that are eligible under the CMAQ program, and that do not involve construction of new capacity; [§ 11403; 23 U.S.C. 149(b)(5); and 175(c)(1)(L)].
8. A project that reduces transportation emissions at port facilities, including through the advancement of port electrification.
9. Climate Uses of Highway Right-of-Way Projects including alternative uses of highway right-of-way (ROW) that reduce transportation emissions are also eligible. For example, biologic carbon sequestration practices along highway ROW to capture and store CO2 may demonstrate potential for substantial long-term transportation emissions reductions. State DOTs Leveraging Alternative Uses of the Highway Right-of-Way Guidance provides information on these practices.
10. Projects that match vehicle speeds to the built environment, increase visibility (e.g., lighting), and advance implementation of a Safe System approach and improve safety for vulnerable road users may also be eligible.

11. Micromobility and electric bike projects, including charging infrastructure, may also be eligible.

3.28.050 – SRTA AND PARTNER ROLES

A. FHWA and Caltrans guidelines identify the roles and responsibilities of state, regional, and local agencies. The following is a summary of those roles:
    1. The **FHWA** is responsible for final review and approval.
    2. **Caltrans HQ Division of Local Assistance** is responsible for performing eligibility review of projects selected by SRTA.
    3. **Caltrans District 2** is responsible for reviewing projects, inputting the project information into the Funding Allocation and Delivery System (FADS), and submitting the project details to the Headquarters Implementation division of Caltrans.
    4. **SRTA** is responsible for developing a program for managing CRP funds, conducting a call for projects, selecting projects for funding, programming projects for funding, and tracking progress on project funding. SRTA may also serve as an eligible applicant.
    5. **Eligible applicants** identify eligible projects and compete for CRP funds, provide SRTA and Caltrans necessary information for the programming of funds on selected projects, implement and complete projects, and submit annual (or more frequent) reporting for their projects.

3.28.060 – CALL FOR PROJECTS AND PROJECT SELECTION

A. SRTA announces a call for projects via SRTA's website and provides guidance and technical support to applicants. SRTA also forwards the call for projects to the potential applicants via email.

B. All projects undergo thorough evaluation to ensure alignment with project eligibility criteria and funding priorities, thereby ensuring consistency and strategic allocation of resources.

C. Following the application deadline, applications will be selected through a competitive process as follow:
    1. SRTA staff reviews applications for clarity, completeness, and eligibility.
    2. SRTA staff scores each application using the criteria outlined in the call for projects.
    3. Applications, along with their scores, are reviewed and ranked by the SRTA's CRP Workgroup.
    4. The CRP Workgroup forwards its recommended projects to SRTA.
    5. SRTA approves and forwards the recommended projects to the Board of Directors.
    6. Awarded projects eligibility needs to be verified by CalTrans' DLA HQ CRP Coordinator.
    7. After obtaining eligibility approval, local agencies need to submit a Request for Authorization (RFA) to the District.
    8. District reviews, inputs into FADS, and submits to HQ Implementation.

9. HQ Implementation verifies HQ DLA CRP project eligibility approval before processing RFA.
10. FHWA performs final review and approval.
11. SRTA approves an amendment to the Federal Transportation Improvement Program (FTIP), which will then be reviewed and receive approval from both state and federal authorities before being incorporated into the Federal Statewide Transportation Improvement Program (FSTIP). If applicable, funds may also be programmed and amended into the Statewide Transportation Improvement Program (STIP).

D. Annual Timeline

Call for projects	July
Project Nominations Due	August
Application eligibility review, scores, and rankings	September
Recommending projects to the Board of Directors	October
Caltrans Eligibility review	Up to two weeks after board recommendation (estimated)
FTIP amendments*	The next available FTIP amendment after eligibility review confirmation
STIP amendment (if applicable)	Next available California Transportation Commission meeting, which typically requires a two-month process.
* In the event of flexing funds to FTA, SRTA is required to indicate an FTA transfer when programming the funds through the FTIP.	

3.28.070 – Project Funding, Programming, and Obligation

A. The Obligation Deadline (E76) for the year 2022 is September 30, 2025, while for 2023 it is September 30, 2026. The deadlines for the years 2024 to 2026 will be determined based on updates from Caltrans at this website: https://dot.ca.gov/programs/esta/carbon-reduction . It is important to note that the deadline to obligate (E76) is three Federal Fiscal Years after the FFY the funds were apportioned.

B. The Expenditure Deadline for the years 2022 and 2023 is September 30, 2030, and September 30, 2031, respectively. The Expenditure Deadline for the years 2024 to 2026 will be determined based on updates from Caltrans at this website: https://dot.ca.gov/programs/esta/carbon-reduction .

C. To effectively manage project funds SRTA will:

1. Review all projects to ensure compliance with Build America Buy America (BABA) requirements, if applicable.
2. Conduct quarterly monitoring project process to identify potential issues or delays that could impede timely completion and implement a system of early warning indicators that signal when a project may deviate from the planned course.
3. When a project is at risk of delay or cancellation (e.g., 50% of anticipated progress not met), promptly notify the local agency responsible for implementation, providing detailed information about the situation, potential consequences, and timeline for action. Request the agency to assess the reasons behind the project's inability to proceed and submit an action plan with steps to overcome obstacles or propose alternative projects. If suitable, the SRTA staff reports the status of the project to the Fiscal Policy committee and if needed, prepares a recommendation for the board.
4. Seek the board's approval for reprogramming funds towards the new project(s) if needed.
5. Once approved, initiate the necessary steps to obligate the funds for the selected project(s) and coordinate with relevant stakeholders for smooth execution.
6. Continuously monitor the progress of the new project(s) to ensure timely implementation, promptly addressing any issues or delays and taking corrective actions as necessary.

CHAPTER 3.30 - TRAVEL DEMAND MODEL POLICIES AND PROCEDURES

3.30.010 - INTRODUCTION

A. This document establishes policies and procedures as they relate to the use of the regional travel demand model in Shasta County, which is maintained by the Shasta Regional Transportation Agency (SRTA).

These policies have been reviewed and approved by the Shasta Model Users Group, and adopted by the SRTA Board of Directors, per resolution 23-16. These policies apply to SRTA, all local governmental agencies within Shasta County, Caltrans District 2, as well as any and all users of the Shasta County Regional Travel Demand Model.

3.30.020 - PURPOSE FOR THE SHASTA COUNTY REGIONAL TRAVEL DEMAND MODEL

A. SRTA is the federally designated Metropolitan Planning Organization (MPO) and state designated Regional Transportation Planning Agency (RTPA) for the Shasta County region. As such, federal law requires that when an MPO updates their Regional Transportation Plan (RTP) they must do so with the latest available estimates and assumptions for population, land use, travel, employment, congestion, and economic activity *(23 CFR 450.324(e)).* The Shasta County Regional Travel Demand Model functions as the technical tool that meets federal and state of California requirements.

3.30.030 - BACKGROUND

A. As the designated MPO for the Shasta County region, SRTA must adhere to certain federal and state requirements for development and use of travel models in support of regional transportation plans and programs. Chapter 3 of the *2024 Regional Transportation Plan Guidelines,* developed by the California Transportation Commission (CTC), outlines requirements for all MPOs and RTPAs in California. According to those guidelines, SRTA falls within group "B1" Below are the requirements specified in Section 3.5[3] that SRTA must adhere to:

1. Each MPO shall model a range of alternative scenarios in the RTP Environmental Impact Report based on the policy goals of the MPO and input from the public.

2. MPO models shall be capable of estimating future transportation demand at least 20 years into the future. *(Title 23 CFR Part 450.322(a))*

3. For federal conformity purposes, each MPO shall model criteria pollutants from on-road vehicles as applicable. Emission projections shall be performed using modeling software approved by the EPA. *(Title 40 CFR Part 93.111(a))*

4. Each MPO shall quantify the reduction in greenhouse gas emissions projected to be achieved by the SCS. *(California Government Code Section 65080(b)(2)(G))*

5. The MPO, the state(s), and the public transportation operator(s) shall validate data utilized in preparing other existing model plans for providing input to the regional transportation plan. In updating the RTP, the MPO shall base the update on the latest available estimates and assumptions for population, land use, travel, employment, congestion, and economic activity. The MPO shall approve RTP contents and supporting analyses produced by a transportation plan update. *(Title 23 CFR Part 450.322(e))*

6. The metropolitan transportation plan shall include the projected transportation demand of persons and goods in the metropolitan planning area over the period of the transportation plan. *(Title 23 CFR Part 450.322(f)(1))*

Each MPO shall develop a transportation plan addressing no less than a 20-year planning horizon (23 CFR 450.324) the MPO shall consider the latest available estimates and assumptions for population, land use, travel, employment, congestion, and economic activity as the factors relate to a minimum 20-year forecast period.

(b) MPOs are required to develop RTPs that address a minimum of 20-year horizon and include both long and short-range strategies/actions that lead to the development of an integrated multimodal

[3] See chapter 3 of the 2010 RTP Guidelines available here: https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/regional-and-community-planning/rtp-guidelines-update

transportation system that facilitates the safe and efficient movement of people and goods in addressing current and future transportation demand.

(c) The MPO shall review and update the transportation plan at least every 4 years in air quality nonattainment and maintenance areas and at least every 5 years in attainment areas to confirm the transportation plan's validity and consistency with current and forecasted transportation and land use conditions and trends and to extend the forecast period to at least a 20-year planning horizon. In addition, the MPO may revise the transportation plan at any time using the procedures in this section without a requirement to extend the horizon year. The MPO shall approve the transportation plan (and any revisions) and submit it for information purposes to the Governor. Copies of any updated or revised transportation plans must be provided to the FHWA and the FTA.

(e) The MPO, the State(s), and the public transportation operator(s) shall validate data used in preparing other existing modal plans for providing input to the transportation plan. In updating the transportation plan, the MPO shall base the update on the latest available estimates and assumptions for population, land use, travel, employment, congestion, and economic activity. The MPO shall approve transportation plan contents and supporting analyses produced by a transportation plan update.

(f) The metropolitan transportation plan shall, at a minimum, include:

(1) The current and projected transportation demand of persons and goods in the metropolitan planning area over the period of the transportation plan

(2) Existing and proposed transportation facilities (including major roadways, public transportation facilities, intercity bus facilities, multimodal and intermodal facilities, nonmotorized transportation facilities (e.g., pedestrian walkways and bicycle facilities), and intermodal connectors) that should function as an integrated metropolitan transportation system, giving emphasis to those facilities that serve important national and regional transportation functions over the period of the transportation plan

The above summary is the basis for the need and use of the regional travel demand model.

3.30.040 - DEFINITIONS AND TERMS USED IN THIS HANDBOOK

A. **Definitions** - The following definitions apply to this document:

1. Metropolitan Planning Organization (MPO).

    a. A “metropolitan planning organization” is defined under Title 23 USC §134(b)(2).

2. Regional Transportation Planning Organization/Agency (RTPA).

    a. A “regional transportation planning organization/agency” is defined under Title 23 USC Section 134(b)(5).

3. Lead Agency.

a. “Lead agency” means the public agency which has the principal responsibility for carrying out or approving a project which may have a significant effect upon the environment. (Pub. Res. Code §21067)

b. The “lead agency” is determined as specified under California Code of Regulations (CCR), Title 14, Chapter 3, §15367 (CEQA Guidelines) and 40 CFR 1508.16 of the National Environmental Policy Act (NEPA).

c. The following are typical lead agencies within the Shasta County region:

i. Caltrans District 2.
ii. City of Anderson.
iii. City of Redding.
iv. City of Shasta Lake.
v. Shasta County.

4. Responsible Agency.

a. “Responsible agency” means a public agency, other than the lead agency, which has responsibility to carrying out or approving a project. (Pub. Res. Code §21069; CCR, Title 14, Chapter 3, §15381)

5. Trustee Agency.

a. “Trustee agency” means a state agency that has jurisdiction by law over natural resources affected by a project, that are held in trust for the people of the State of California. (Pub. Res. Code § 21070; CCR, Title 14, Chapter 3, §15386)

6. Existing Project.

a. Any project, located within the boundaries of SRTA, in which a formal application has been submitted to a lead agency before July 1, 2014.

b. Projects in which only a pre-application has been provided or which have only been discussed, suggested, explored, or expressed in any form of communication (verbal or written), but no formal application was submitted, are not considered an existing project. Said projects fall under the definition of “new project” as identified in Section 3.30.040 (A) 7 below.

7. New Project.

a. Any project, located within the boundaries of SRTA, in which a formal application has been submitted to a lead agency, starting July 1, 2014, or afterwards.

B. **Terms**

1. Caltrans - California Department of Transportation
2. CTC - California Transportation Commission
3. MPO - Metropolitan Planning Organization
4. RTP - Regional Transportation Plan
5. SMUG - Shasta Model Users Group
6. TDM - Travel Demand Model

3.30.050 - TRAVEL DEMAND MODEL TECHNICAL ADVISORY COMMITTEE

A. The travel demand model technical advisory committee is a group of transportation engineering, and transportation and land use planning professionals within the Shasta County region who assist SRTA in periodic review and updating of the regional travel demand model. The group convenes as the Shasta Model Users Group (SMUG) and meets bi-annually or more frequently as needed.

B. Members of SMUG consist of the following:

1. SRTA staff.
2. City of Anderson Development Services Director, or his/her designee.
3. City of Anderson Public Works Director, or his/her designee.
4. City of Redding Planning Manager, or his/her designee.
5. City of Redding Public Works Director, or his/her designee.
6. City of Shasta Lake Development Services Director, or his/her designee.
7. City of Shasta Lake Public Works Director, or his/her designee.
8. Shasta County Resource Management Director, or his/her designee.
9. Shasta County Public Works Director, or his/her designee.
10. Shasta County Air Quality Management District (SCAQMD) Air Quality District Manager, or his/her designee.
11. Caltrans District 2 – Branch Chief of Office of System Planning, or his/her designee.

12. Caltrans District 2 – Branch Chief of Community & Regional Planning, or his/her designee.

C. Responsibilities of the Shasta Model Users Group:

1. To review, advise and make recommendations to SRTA staff and board of directors regarding model updates and enhancements.

2. To ensure regional consistency on the use of the model by all regional partners.

3. To assist SRTA in reviewing consistency with the most current federal and state regulations, including but not limited to: Regional Housing Need Allocation (RHNA) cycle, California Senate Bill 375 (SB 375), and performance measures reporting requirements.

4. To assist in reviewing and recommending solutions on any errors or issues identified within the model.

5. To assist in review and acquisition of travel model consultants.

3.30.060 - RESPONSIBILITIES OF THE SHASTA REGIONAL TRANSPORTATION AGENCY

A. Responsibilities include:

1. Apply, manage, and update the Shasta County Regional Travel Demand Model.

2. Lead and manage bi-annual (minimum) meetings of SMUG.

3. Maintain a list of travel model users for current and future correspondence related to the model.

4. Conduct and provide staff training as needed.

5. Review, manage and update the Travel Model Data Request form as needed.

6. Support lead agencies in review of traffic impact studies or analyses regarding use of the model, as requested.

7. Maintain and manage consultant contracts for the model.

8. Review and provide comments on transportation sections of Environmental Impact Reports/Studies (EIR/EIS) or use of the model in said studies, as requested.

9. Ensure transparency and provide travel model data and information in a readily accessible format, including on SRTA's website.

3.30.070 - RESPONSIBILITIES OF THE CITIES, SHASTA COUNTY, AND CALTRANS DISTRICT 2 WITHIN THE SHASTA COUNTY REGION

A. Responsibilities include:

1. To provide staff for attendance at SMUG meetings.

2. To annually update SRTA on significant land use, housing, or transportation network changes within their jurisdiction.

3. To inform SRTA on any significant errors or issues identified within the travel model.

4. To assist in the collection and reporting of traffic counts, pavement conditions, or other data as needed for the annual Highway Performance Management Systems (HPMS) or California Local Streets and Roads Statewide Need Assessment data requests.

3.30.080 - APPROPRIATE USE OF THE SHASTA COUNTY REGIONAL TRAVEL DEMAND MODEL

A. The travel demand model is generally applicable only at the regional, area-plan, or corridor-level scale of analysis. Microscopic scales of analysis or simulations (such as analysis of intersection or turning movement volumes) should be conducted with other available methods and tools.

B. Travel demand models utilize generalized land use patterns and transportation networks that represent the entire region. Therefore, city or county planning or public works departments should be consulted regarding specific land uses (such as those identified in General Plans or Zoning Ordinance) or local transportation network details.

C. Travel demand model results should be combined with other data analysis to make informed transportation and land use decisions, and therefore should not be relied upon as the only source of information.

3.30.090 - CONDITIONS FOR USE OF THE SHASTA COUNTY REGIONAL TRAVEL DEMAND MODEL

A. Conditions include:

1. Any interested person(s) or party (including federal, state or local governments, non-profits, consultants, developers, academic researchers, or any other member of the public) who desire to acquire a copy of the model input data, the travel demand model, and/or model outputs are required to complete a Travel Model Data Request form. The form is provided in Appendix B.

2. For purposes of this section, any individual/party who fills out a Travel Model Data Request form will henceforth be referred to as "REQUESTER."

3. The model input data, the travel model, associated files, programming code, materials and data developed from the model will not be used by REQUESTER beyond the intended use designated on the Travel Model Data Request form. Should REQUESTER desire to use the model outside the initial request, a new request form must be filled out and submitted to SRTA.

4. The model is developed with and utilizes proprietary software. Any REQUESTER(S) of the model must purchase and maintain their own licensed copy of the software. SRTA shall not provide a copy of any software.

5. The REQUESTER shall not distribute the model to other potential REQUESTER(S). All requests for use of the model or model data, including any printed documents and electronic files must be referred to SRTA. Any use, copying, or distribution of the model by the REQUESTER not authorized by SRTA's travel demand model policies and procedures document, or the Travel Model Data Request form, shall automatically terminate the REQUESTER's rights and may lead to possible legal action. Any use, infringement, copying, or other action related to the model that is considered illegal shall automatically terminate the REQUESTER's rights and may lead to possible legal action.

6. Upon completion of the project, the REQUESTER shall provide a copy of all final model results, including all input and output files, executables, intermediate files, maps, or other documentation, to the lead agency. The lead agency shall retain a copy of the travel model files for a period of three years, or until said project is completed, whichever is longer.

7. The REQUESTER agrees to provide copies of the final model results, including but not limited to all input files, executables, intermediate files, and output files in the same format they were obtained from SRTA, or as otherwise requested, to the lead agency for which the project is being conducted for, or to SRTA by request, for their records. In addition, REQUESTER shall provide a document identifying all files edited by the REQUESTER, a step-by-step description explaining how and why the files were modified, as well as any and all supporting software/files used to make modifications to the model to the lead agency or SRTA. Said files and documentation should be sufficient such that the lead agency or SRTA are able to replicate the results using only the information provided by the REQUESTER. The REQUESTER shall grant the lead agency and/or SRTA the right to use, reproduce, or modify this information.

3.30.100 - PROCESS FOR TRANSITIONING FROM THE REGIONAL FOUR-STEP TRAVEL DEMAND MODEL TO THE NEW ACTIVITY-BASED TRAVEL DEMAND MODEL (SHASTASIM)

A. The following section outlines how the Shasta County region, including all government agencies, consultants, developers, or other organizations/individuals, will transition from using the current

traditional four-step travel demand model to the activity-based travel demand model, adopted by the SRTA Board of Directors on June 24, 2014.

1. **Projects not requiring a traffic impact study/analysis**

    a. This section does not apply to any project formally submitted before or after July 1, 2014, in which it was determined by a lead agency that a traffic impact study/analysis was not required.

2. **Existing projects**

    a. Projects before July 1, 2013:

        i. Existing projects formally submitted and in which a traffic impact study/analysis was determined to be necessary, may elect to continue with the use of the four-step travel model, (Shasta Model v1110), for purposes of said study. Consultation shall be made with the lead agency before making a final determination.

    b. Projects between July 1, 2013, and June 30, 2014:

        i. Existing projects formally submitted, which were required to conduct a traffic impact study/analysis may continue to use Shasta Model v1110 if any of the following apply:

            1. No substantial changes have been made to the project as determined by the lead agency;
            2. Reapplication for a previously approved project which completed its environmental review within the last five years; or
            3. The lead agency determines that use of the four-step model is necessary to ensure consistency with traffic modeling and resultant mitigation measures imposed on projects within a geographic area determined appropriate by said agency.

        ii. Existing projects formally submitted, which were required to conduct a traffic impact study/analysis may be required to use the new activity-based model if any of the following apply:

            1. Project has not completed its environmental review and is more than five years old; or

            2. Project has not started its environmental review or traffic impact study/analysis.

    c. Local agency discretion:

i. Final decisions regarding the use of the four-step or activity-based travel model by project applicants is left up to the lead agency with whom the project was submitted.

3. **New projects**

a. New projects formally submitted to a lead agency after July 1, 2014, shall utilize the activity-based travel demand model.

b. New projects do not have the option of using the four-step travel demand model.

RESOLUTION

RESOLUTION NUMBER:	**18-13**
SUBJECT:	**Adopt Shasta County Regional Activity-Based Travel Demand Model, ShastaSIM v.1.2**

WHEREAS, the Shasta Regional Transportation Agency (SRTA) is the federally designated Metropolitan Planning Organization (MPO) for the Shasta County region; and

WHEREAS, SRTA is the agency responsible for maintaining a continuing, cooperative, and comprehensive transportation planning process which will result in a Regional Transportation Plan pursuant to 23 U.S.C. 134(a) and (g), 49 U.S.C. §5303(f); 23 C.F.R. §450, and 49 C.F.R. §613; and

WHEREAS, SRTA is the Lead Agency in preparing the Regional Transportation Plan and is required to comply with the California Environmental Quality Act (CEQA) [Cal. Pub. Res. Code § 21000 et seq.]; and

WHEREAS, pursuant to CEQA Guidelines Section 15002(f), an Environmental Impact Report (EIR) is the public document used by a governmental agency to analyze the significant environmental effects of a proposed project, to identify alternatives, and to disclose possible ways to reduce or avoid the potential environmental damage; and

WHEREAS, SRTA is responsible for updating and maintaining the region's travel demand model; and

WHEREAS, the Shasta County regional activity-based travel demand model (ShastaSIM v.1.2) is the technical tool used to assist in the updating of the regional transportation plan; and

WHEREAS, SRTA has completed development of the 2018 Regional Transportation Plan and Sustainable Community Strategy using ShastaSIM v.1.2; and

WHEREAS, the modeling methodology and results support SRTA's determination that the Sustainable Community Strategy, if implemented, would meet the California Air Resource Board's greenhouse gas reduction targets, as required under Senate Bill 375; and

WHEREAS, SRTA desires to provide an updated regional activity-based travel demand model for use in the Shasta County region.

NOW, THEREFORE, BE IT RESOLVED that the Shasta Regional Transportation Agency:

1. Adopts the updated Shasta County Regional Activity-based Travel Demand Model, ShastaSIM v.1.2, for use in all travel modeling activities in the Shasta County region; and
2. Authorizes the executive director to make changes to the model and related documentation, as necessary, for approved projects in the region.

PASSED AND ADOPTED this 9th day of October 2018, by the Shasta Regional Transportation Agency.

Susie Baugh

Susie Baugh, Chair
Shasta Regional Transportation Agency

CHAPTER 3.35 - PRIORITIES AND PROCEDURES FOR THE DISTRIBUTION OF PLANNING FUNDS

3.35.010 - TERMS AND CONDITIONS

A. Terms and Conditions:

1. The award of planning funds to local agency partners shall be made through the Overall Work Program (OWP) and contracted with SRTA's Sub-Recipient Cooperative Agreement.

2. Funds shall be subject to all applicable funding program guidelines.

3. SRTA may stipulate a minimum percentage or specific dollar amount in cash and/or in-kind local match.

4. All funds shall be provided on a reimbursement basis for deliverable(s) defined in the Sub-Recipient Cooperative Agreement.

5. Funds may be subject to an administrative charge of up to fifteen (15) percent, as allowable under the grant program source (*currently applicable to Safe Routes to Schools grants*).

6. Awards from SRTA to local agency partners shall be for a period not to exceed two years, unless otherwise specified in the Sub-Recipient Cooperative Agreement.

B. Regional Planning Funds Priorities - SRTA may contract with local agency partners to accomplish work on behalf of, or in support of, SRTA's core functions and/or auxiliary planning tasks. In addition, after all of SRTA's core functions and/or auxiliary planning responsibilities have been met, local agency planning, and planning tools may be funded with regional planning funds. The distribution of regional planning funds to local agency partners shall adhere to the following priority order:

1. Core functions, e.g.:

    a. MPO/RTPA Administration.
    b. Regional Transportation Plan.
    c. Overall Work Program.
    d. Federal Transportation Improvement Program.
    e. Regional Transportation Improvement Program.
    f. Other regional plans, programs required to receive transportation funds.

2. Auxiliary planning and work tasks in support of SRTA's core functions, e.g.,:

    a. Travel demand model.

b. Special plans including, but not limited to, modal, technology, and public information plans.
c. Data and performance measures, including Geographic Information Systems (GIS) data and analysis.
d. Coordination and consultation.

3. Grant-funded plans and tools, e.g.:

a. As defined by applicable grant agreement.

C. Planning Funds Distribution Procedures.

1. A local agency-led planning project to be funded all or in part by regionally administered federal or state funds may be introduced in one of the following ways:

a. Direct request from SRTA for a specific project/scope of work;
b. Open call for projects from SRTA; and/or
c. Local agency request submitted to SRTA.

2. Timeline for preparing funding proposals:

a. December 1 of each year - SRTA publishes programming priorities for the ensuing fiscal year and, if applicable, issues a direct request and/or call for projects to one or more local agency partners.
b. December 31 of each year - Deadline for local agencies to submit a concept proposal.
c. January 31 of each year - Deadline to submit a detailed scope of work, schedule, and deliverable(s) for inclusion in the upcoming fiscal year OWP.
d. June 30 of each year - Deadline to execute Sub-Recipient Cooperative Agreement.

3. For discretionary grant funds, where SRTA is the lead agency or designated recipient of such funds, the introduction and timing set forth above may be adjusted to accommodate the grant program.

D. Project Initiation and SRTA Involvement:

1. Notice to proceed shall be issued by SRTA before reimbursable work may begin.

2. As the responsible entity for all expenditures of regional planning funds, SRTA shall be afforded a direct role in all work tasks, including but not limited to:

a. Consultant procurement processes;
b. Meetings and public outreach;
c. Receipt of timely quarterly project status updates and invoicing; and

d. Opportunity to review and comment on preliminary and draft documents.
e. Receipt of final work products, in format(s) acceptable to SRTA.

3. Deliverable(s) shall, upon request, be formally presented at a SRTA Board of Directors meeting, for information, acceptance, approval, or other appropriate action.

CHAPTER 3.40 - ADMINISTRATION OF REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP)

(POLICY ADOPTED BY THE SRTA BOARD OF DIRECTORS OCTOBER 22, 2013, amended 02/24/2022 and 4/30/2026)

3.40.010 - BACKGROUND

A. Background

The Regional Surface Transportation Program (RSTP) was established by California Statute (SB 1435, also known as the "Kopp Bill" of 1992) utilizing Surface Transportation Block Grant (STBG) Program Funds that are identified in Section 133 of Title 23 of the United States Code. The program provides flexible funding that may be used by states and eligible entities for projects to preserve and improve the conditions and performance on any Federal-aid highway, bridge and tunnel projects on any public road, pedestrian and bicycle infrastructure, and transit capital and intercity passenger projects.

RSTP originates from the federal excise tax on gasoline. The State of California distributes the funds to regional agencies and counties based on population and other factors.

As a rural Metropolitan Planning Organization (MPO), the Shasta Regional Transportation Agency (SRTA) is allowed to participate in an exchange of these federal funds for nonfederal State Highway Account funds. Prior to an annual distribution of funds based on availability and qualified invoicing, an Exchange Agreement is executed between SRTA and the State Department of Transportation (Caltrans), exchanging federal funds for state funds. This exchange provides for fewer administrative burdens than a federalized project and opens the funds for uses beyond federal statute. In addition to RSTP funds allocated to the region, the county of Shasta receives a guaranteed RSTP apportionment, which SRTA typically allows the county to exchange directly as a part of the annual exchange process with Caltrans. SRTA distributes the regional funding, once it has been exchanged for state funds, to local public transportation agencies, as defined in the California Streets and Highways Code, as a responsibility of its Regional Transportation Planning Agency (RTPA)/MPO designation.

Alternatively, SRTA may retain the RSTP without exchanging for state funds. If this option is selected, then the list of eligible recipients expands, the scope of eligible projects narrows, and SRTA would be required to develop a competitive process to allow eligible entities to submit projects for funding that achieve RSTP objectives.

Where applicable, state guidelines may supersede these policies. State policies are found in Chapter 18 (Optional Federal Exchange and State Match Programs) of Caltrans' Local Assistance Program Guidelines (LAPG).

B. Project Eligibility

1. State Exchange Funds

In using state exchange funds, SRTA agrees to allocate all funds within the RSTP agreement to projects either defined under Title 23 - Section 133 of the Federal Aid for Highways, and/or projects allowed under Section 182.6 of the California Streets and Highways Code. The latter are transportation projects as defined by Article 19 of the California Constitution. Under those provisions, eligible projects include:

a. The research, planning, construction, improvement, maintenance, and operation of public streets and highways (and their related public facilities for non-motorized traffic), including the mitigation of their environmental effects, the payment for property taken or damaged for such purposes, and the administrative costs necessarily incurred in the foregoing purposes.

b. The research, planning, construction, and improvement of exclusive public mass transit guideways (and their related fixed facilities), including the mitigation of their environmental effects, the payment for property taken or damaged for such purposes, the administrative costs necessarily incurred in the foregoing purposes, and the maintenance of the structures and the immediate right-of-way for the public mass transit guideways, but excluding the maintenance and operating costs for mass transit power systems and mass transit passenger facilities, vehicles, equipment, and services.

For RSTP exchange funds, SRTA defines a project as one being used for a transportation purpose, eligible under Article XIX of the California State Constitution, and having undergone a public nomination process that directly involves local government representatives.

2. Federal Funds

If the federal funds are not exchanged for state funds, then sub-recipients must ensure that projects are ones as defined under Section 133(b) of Title 23 and have undergone a competitive project selection process.

C. Financial Oversight

RSTP funds will be subject to financial and compliance audits, as well as execution of a sub-recipient cooperative agreement (SCA) between SRTA and each sub-recipient of RSTP funds outlining fund use, timing, reporting, and compliance parameters.

In the event of an adverse audit finding requiring repayment, a sub-recipient must return the payments to SRTA for repayment to the state. If an adverse finding is not corrected, a hold will be placed on future RSTP and other SRTA payments to the sub-recipient until such time as the adverse findings are corrected to the satisfaction of SRTA and the state.

Any federal monies received by the sub-recipient from SRTA must be audited under Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

Among the items that are likely to be included in the SCA between the sub-recipient and SRTA are:

1. Compliance with Davis-Bacon Act: The Davis-Bacon Act requires that all laborers and mechanics employed by consultants or sub-consultants to work on construction contracts in excess of $2,000 financed by federal assistance funds must be paid wages not less than those established for the locality of the project (prevailing wage rates) by the Department of Labor (40 USC 276 to 276a-7).
2. The jurisdictions are required to submit an annual document stating that RSTP exchange funds have been used for eligible transportation projects, and that the jurisdictions are in compliance with the Davis-Bacon Act. Jurisdictions must submit documentation prior to distribution of current year exchange funds.
3. Compliance with Title 2, CFR part 225, *Cost Principles for State, Local, and Indian Tribal Governments.*
4. Compliance with Title 2, CFR part 200, Uniform Guidance.
5. Agree that Contract Cost Principles and Procedures, Part 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 shall be used to determine the allowability of individual project costs items.
6. A special fund for the purpose of depositing exchange funds has been established within a jurisdiction's special gas tax street improvement fund or county road fund.

D. Eligible Entities

RSTP funds exchanged for state funds may be disbursed to eligible entities per Section 182.6 of the California Streets and Highways Code to public transportation agencies. This may include: cities and counties; an RTPA/MPO, such as SRTA; and a public transit operator.

If the funds are not exchanged, the number of eligible entities expands, as defined under 23 USC Section 133(h)(4)(A).

E. Project Selection

SRTA receives the RSTP State Exchange amount by April from Caltrans, while the State Department of Finance (DOF) issues population estimates for the current year in early May. Allocations to the jurisdictions are then formulated by population. State statute calls for the nomination of projects by cities, counties, public transit operators, and other public transportation agencies through a process that directly involves local government representatives. SRTA will submit a call for projects to eligible entities for project selection consideration before its June meeting. This call for projects will include an estimated amount of available funds by jurisdiction.

Eligible agencies will submit a prioritized list of nominated projects. SRTA staff issues a draft SCA in early June to the jurisdictions with the projects they have submitted for consideration. If the SRTA Board of Directors alters the June staff recommendation of project selection/distribution, then modified SCAs will be issued. If the SRTA board approves the June staff recommendation, then the respective final SCA will be forwarded to the jurisdictions for approval.

Upon project selection by the SRTA Board of Directors, the first-year projects will constitute those that are approved for reimbursement from the first year's estimated RSTP allocation. Subsequent projects approved will be prioritized by year and will receive reimbursements based on available funds. SRTA staff will prepare sub-recipient cooperative agreements (SCAs) for each responsible project entity for review and execution. Reimbursement eligibility will be from the time the SCA is fully executed; no reimbursement for subsequent years will occur in advance of the program year funding availability. Consistent with Chapter 18 of the Caltrans Local Assistance Program Guidelines, no reimbursements in arrears will be authorized.

If funds are not exchanged, MPOs obligating RSTP funds are required to develop a competitive process to allow eligible entities to submit projects for funding.

F. Calendar

TIMING	PROCEDURES
April	SRTA receives the State Exchange amount from Caltrans.
May	SRTA uses the CA Department of Finance (DOF) population estimates and formulates each jurisdiction's allocation amount.
May	SRTA staff forwards annual allocation and call for projects to jurisdictions.
June	SRTA staff forwards jurisdiction's draft RSTP Sub-Recipient Cooperative Agreement (SCA) with allocation amount and draft proposed projects.
June	SRTA receives and files fully executed SCAs from project sponsors.
July-August	SRTA completes RSTP Exchange Agreement with Caltrans and notifies Caltrans, District 2 Local Assistance of past year's distributions (annual report). Caltrans returns fully executed RSTP Exchange Agreement. SRTA invoices Caltrans for RSTP exchange funds. SRTA receives and deposits RSTP funds from Caltrans into a separate account.
July-August to subsequent years (no more than three years duration for each allocation)	Project sponsors invoice SRTA, SRTA verifies project invoices, and releases funds.

G. Funding Distributions

State statute notes that regional exchange funds "shall be apportioned for projects implemented by cities, counties, and other transportation agencies on a fair and equitable basis based upon annually updated five-year average of allocations." SRTA has previously determined that these funds shall be shared among the jurisdictions based on the ratio of the jurisdiction's latest population estimate to that of the total county's population.

SRTA shall annually determine the allocation based on the following:

1. Population estimates from the latest CA Department of Finance (DOF) E-1 Tables available at the time of project approval.
2. The total amount allocated to each jurisdiction shall include:
    a. The annual RSTP funds and the state-mandated annual set-aside for the county of Shasta.
    b. The total available dividends earned, if any, in the RSTP investment account maintained by SRTA over the last 12-month period as reported at the end of the month of April each year. For the purposes of dividends earned, the 12-month period is May 1 – April 30. Dividends shall be distributed as follows:
        i. Ten (10) percent off-the-top to SRTA for associated programming activities.
        ii. Ninety (90) percent to local agencies based on the percentage of population by jurisdiction in accordance with the most current DOF E-1 tables.
3. The total shall first be allocated by population to each jurisdiction. The state-mandated annual set aside for the county of Shasta shall be subtracted from the county of Shasta's allocation to determine the amount the county of Shasta will receive of annual RSTP funds.

Notwithstanding this process, the board of directors may reserve the right to allocate outside the formula allocation process.

Where applicable, any jurisdiction either agreeing to provide RSTP funds as match toward a regional project or owing funds to SRTA for prior projects may have its dividend share utilized towards the outstanding balance or match, along with any other agreed upon RSTP amounts until such balance is paid in full.

Six months prior to the end of the performance period in the SCA, unused funds should be identified and considered for reallocation by the SRTA Board of Directors, including all applicable state allocations and earned dividends. Previously allocated funds may become eligible for redistribution to other current projects, or for projects in the next RSTP cycle, with SRTA Board of Directors approval.

H. Invoicing and Reimbursement

Local agencies will submit invoices for project costs incurred and will be reimbursed for eligible costs under Section B and all other provisions of these policies, and pursuant to the SCA. Invoices must be

received in a timely manner, in accordance with the SCA. Unused funds may be subject to redistribution under Section G.

CHAPTER 3.50 - SOCIAL MEDIA TERMS OF USE

3.50.010 - PURPOSE

A. This document provides the guidelines for the establishment and use by SRTA of social media sites and pages as a means of conveying information to the public and terms of use for members of the public posting comments on those sites.

SRTA's ability to communicate to the public directly is crucial to adequate dissemination of information to the public. SRTA wants to ensure that its information distribution channels remain a place for public information concerning SRTA's mission. Any use of the unique distribution channels, within SRTA's control, for purposes unrelated to or in conflict with its mission is to be avoided, as it effectively "pre-empts" the availability of information to the public regarding SRTA's mission. For these reasons, SRTA shall maintain its right to limit access to these channels.

For purposes of this document, "social media" are any sites or pages with content created by individuals using highly accessible and scalable web-based technologies. Examples of social media include, but are not limited to, Facebook, blogs, MySpace, RSS feeds, YouTube, Twitter, LinkedIn, Yelp. The term "comments" includes information, pictures, videos, articles, or any other form of communicative content posted on a SRTA social media site or page.

B. Guidelines -

1. Any SRTA social media will be administered solely by a SRTA-designated System Administrator, under the direction of the Executive Director.

2. The System Administrator shall conduct him/herself at all times as a representative of SRTA and in accordance with all SRTA personnel & information technology (IT) policies. If, in the course of his/her duties, there is a financial, personal, or other conflict with SRTA personnel or IT policies, he/she shall recuse him/herself and the Executive Director will tend to the matter.

3. SRTA social media sites and pages will state that they are maintained by SRTA and that they follow the SRTA Social Media Terms of Use.

4. SRTA social media sites and pages are not intended to be administered, nor are they administered, as official SRTA websites and pages. Wherever possible, the SRTA social media sites and pages will link or reference back to official SRTA comments, forms, documents, online services, and other information necessary to conduct business with SRTA.

5. Content on social media sites and pages will be monitored to attempt to ensure conformance to the SRTA Social Media Terms of Use.

6. SRTA reserves the right to restrict or remove any content that is deemed in violation of this Social Media Terms of Use or any applicable law.

7. The SRTA website srta.ca.gov will remain SRTA's primary and predominant internet presence. However, the "Community Voice" and "Provide Comments" modules, of the SRTA website, will maintain an informal, unofficial presence for social media purposes and is subject to these Social Media Terms of Use.

8. All SRTA social media sites and pages will adhere to applicable federal, state, and local laws, regulations and policies.

9. SRTA social media sites and pages are subject to the California Public Records Act. Any content maintained in a social media format that is related to SRTA business, including a list of subscribers, posted communications, and communications submitted for posting, may be a public record subject to public disclosure. SRTA will endeavor to maintain records of postings on its social media sites and pages. However, due to changing technology, ever-changing user rights, and abilities, and SRTA's inability to control the amount of information on servers maintained by third parties, older records may be incomplete or unavailable for retrieval.

10. Most websites through which SRTA may maintain a SRTA social media web presence are owned and operated by third party entities not affiliated with SRTA. SRTA does not endorse in any manner the content, including advertising content, placed on SRTA's social media sites and pages or on the borders of SRTA's social media site by the host social media website or by other third-party entities.

11. This Social Media Terms of Use document may be revised at any time by SRTA.

C. Terms of Use

1. SRTA reserves the right to remove submissions that contain:

    a. Vulgar or obscene content;
    b. Defamatory or personal attacks.
    c. Threats to any person or organization;
    d. Offensive comments that target, disparage, or discriminate against any group that constitutes a protected class under California law;
    e. Comments that are clearly off-topic, irrelevant, or unintelligible;
    f. Encouragement of illegal activity;
    g Offers to sell products or services;
    h. Comments in support of, or in opposition to, any political campaigns or ballot measures;
    i. Infringements on copyrights or trademarks;

j. Private, personally identifiable, sensitive or confidential information;
k. Comments that may conflict with any applicable federal, state, or local law; statute; or ordinance.
l. Comments, references, or links to other sites expressed on the social media sites and pages by others do not reflect the opinions and position of SRTA or its officers and employees.

m. SRTA is not responsible for any harm caused by users clicking on comments, pictures, links, etc. provided on SRTA social media sites and pages.
n. Comments on topics or issues not within the jurisdictional purview of SRTA may be removed.
o. SRTA reserves the right to deny access to SRTA social media sites and pages for any individual who violates SRTA's Social Media Terms of Use at any time and without prior notice.
p. All comments posted to any SRTA social media site or page must comply with the SRTA Social Media Terms of Use (as well as the Terms of Use or Statement of Rights and Responsibilities for the host social media website). SRTA reserves the right to report any violation to the owners/operators of social media servers or legal authorities if appropriate.
q. Communications made through the SRTA social media sites and pages will in no way constitute a legal or official notice, an official public comment to SRTA, or official public comment for purposes of environmental reviews or other applicable project approvals. All comments that a member of the public would like to have answered or considered as official public comment must be directed to srta@srta.ca.gov or (530) 262-6190. To find information about formal public comment opportunities, visit srta.ca.gov (a more specific web address will be provided in September 2014 with the overhaul of the SRTA website).
r. SRTA staff, at the discretion of the Executive Director, strives to respond expediently to comments left on social media sites and pages and participate in discussions concerning SRTA projects and activities. These informal comments, clearly labeled as SRTA comments and made for social media participation and discussion, are not intended to be official statements or positions regarding SRTA projects or policy. The information provided on social media sites and pages is deemed to be reliable, but SRTA provides no express or implied warranties regarding accuracy or fitness. In cases of conflict, social media visitors are welcome to browse the official source documentation on the official SRTA website.

TITLE 4 - TRANSPORTATION DEVELOPMENT ACT HANDBOOK AND POLICIES AND PROCEDURES

These policies consolidate and supersede all previous Transportation Development Act (TDA) policies of the Shasta Regional Transportation Agency (SRTA).

Chapter 4.00 - PURPOSE

4.00.010 - PURPOSE

A. The TDA statutes and the California Code of Regulations (21 CCR Section) require SRTA, as the transportation planning agency (TPA), to adopt rules and regulations supplemental to and consistent with, those of the California Department of Transportation to establish procedures for the administration of TDA funds.

Chapter 4.05 - BACKGROUND

4.05.010 - BACKGROUND

A. The California State Legislature enacted the TDA (Mills-Alquist-Deddeh Act) in 1971. The Act was signed and became effective July 1, 1972. The TDA was enacted to assist local jurisdictions at the county-level to improve existing public transportation and encourage regional public transportation coordination. It also provides some funding for bicycle and pedestrian projects. It can also provide funding for local street and road projects when certain conditions are met.

B. The main purpose and priority of TDA is to provide funding for public transportation. To this end, the TDA created a Local Transportation Fund (LTF) in each county into which is deposited ¼ cent of the state sales tax collected in that county. This was made possible by extending the statewide sales tax to motor vehicle fuel, which broadened the overall tax base and allowed a ¼ cent reduction in state taxes without a corresponding loss in state revenue.

C. The TDA was amended in 1979 (Senate Bill (SB) 620) to create the State Transit Assistance (STA) Program. The STA fund is presently generated from a statewide sales tax on motor vehicle fuel (diesel).

D. SRTA is responsible for the annual allocation of TDA monies. The County Auditor serves as fund trustee.

4.05.020 - WHERE DOES THE INFORMATION IN THIS HANDBOOK COME FROM?

A. The TDA statutes are codified in the State Public Utilities Code. The California Code of Regulations helps clarify the legislative intent of the statutes. Throughout this handbook, references to the State Public Utilities Code are made as PUC Section XXXXX. References to Chapter 21 of the Code of Regulations are described as CCR Section XXXX. In addition, there are a few references to the California Government Code. These are identified as Government Code Section XXXXX.

B. TDA regulations give the SRTA Board of Directors discretion in implementing certain TDA regulations. This discretion has been noted in this handbook as "(Board Policy)".

Chapter 4.10 - DEFINITIONS AND TERMS USED IN THE POLICIES AND PROCEDURES

A. Act (Act) - Refers to the Transportation Development Act (TDA).

B. Allocation - How a claimant elects to split its TDA apportionments between transit, bicycle, pedestrian, and streets and roads projects.

C. Apportionment - The share of Shasta County's TDA funds earmarked for each jurisdiction according to the population of each jurisdiction.

D. Area:

1. With reference to a transit district, the entire area stated in its enabling legislation or franchise, excluding cities therein which have retained the right to join the district at a later time.

2. With reference to a transit development board, the entire area stated in its enabling legislation, including the municipalities therein which operated bus systems prior to the creation of the board and subsequently conveyed those systems to the board.

3. With reference to a county government, the unincorporated area of the county.

4. With reference to a city government, the corporate area of the city.

5. Where a transit district, a transit development board, or a county or city, provides public transportation services beyond its boundaries, its area, for purposes of this section, shall also include:

    a. All of that area within one-half mile of any route which extends beyond its boundaries.

E. Area of Regional Entity - The "area" of a regional entity means the geographic responsibility area for the designated agency pursuant to Government Code Section 29532.

F. Article - TDA statute is divided into "articles." Claims are often referenced by the Article of the statute under which they are filed.

G. Assignment - Monies which a city, county, or transit district authorizes to be claimed by an agency other than itself. Assignments are normally made to support the operation of a joint powers transit authority and to undertake cooperative projects. This action may also be referred to as a "transfer."

H. Capital Requirements - The term "capital requirements" means, for a fiscal year, the amount of all funds expended during the fiscal year by an operator for its public transportation system for those purposes specified in PUC Section 99262, exclusive of all costs in the operating expense accounts of the uniform system of accounts and records adopted by the State Controller pursuant to PUC Section 99243.

I. Claimant - A jurisdiction filing a TDA claim. A claimant might be a city or county that is an operator or a transit service claimant (see definitions for each of these below), or a city or county that is filing a bicycle/pedestrian project claim or a streets and roads claim.

J. Common Carrier - An operator of passenger buses whose operations are conducted pursuant to the jurisdiction and control of the PUC Section. Common carrier does not apply to operators with 98% or more of their total route mileage exclusively within the limits of a single city.

K. Community Transit Service - Community transit refers to transportation services which link intra-community origins and destinations, including services for those, such as the disabled, who cannot use conventional transit services.

L. Consolidated Transportation Service Agency (CTSA) - An agency defined by SRTA that consolidates the provision of social service transportation within Shasta County. Social service transportation is transportation required by social service recipients.

M. Debt Service Requirements - The term "debt service requirements" means, for a fiscal year, the amount of all funds expended during the fiscal year for payment of the principal and interest on bonds of an operator for its public transportation system in accordance with PUC Section 99263, exclusive of any such amount included in the operator's operating cost.

N. Demand Response - Transit service provided without a fixed route and without a fixed schedule that operates in response to calls from passengers or their agents to the transit operator or dispatcher. Service is usually provided using cars, vans, or buses with fewer than 25 seats.

O. Extension of Public Transportation Service - The term "extension of public transportation services" as that term is used in PUC Section 99268.8 applying collectively to any services that are eligible

for funding under the TDA, including services provided by a new operator or transit service claimant, and means:

1. Service established on a fixed route, including route deviation service, if over 50% of the route mileage, excluding mileage along freeway or express bus routes where passengers are neither received nor discharged, is on streets or other rights-of-way that did not have such service provided and funded under TDA at any time during the three-year period before the service was established.

2. Service established on a new portion of an older fixed route if the new portion is on streets or other rights-of-way that did not have such service provided and funded under the TDA at any time during the three-year period before the service was established.

3. Demand-response service established to, from, or within an area that did not have such service provided and funded under TDA at any time during the three-year period before the service was established.

4. Improvement in service frequency or hours of service on a fixed-route or a demand-responsive service, if the number of scheduled vehicle service miles or vehicle service hours exceeds, by more than 25%, the scheduled number of vehicle service miles or vehicle service hours on the route or service at any time during the three-year period before the service improvement was established.

5. Service established on a fixed-route or a demand-response service on a new day of the week (e.g., Saturday, Sunday), if the service was not provided on that day of the week and funded under TDA at any time during the three-year period before the service was established.

6. For a transit service claimant, service established that is of a type, such as van, taxicab, or bus that was not provided and funded under TDA at any time during the three-year period before the service was established.

P. Fare Box Recovery Ratio - Transit systems funded by TDA claimants are required to maintain certain expense to revenue ratios. The formula for calculating the ratio is total fare revenue divided by the total cost of transit operations.

Q. Fare Revenues - The term “fare revenues” means all revenues in the following revenue account classes of the uniform system of accounts and records adopted by the State Controller pursuant to PUC Section 99243:

1. Passenger Fares for Transit Service.

2. Special Transit Fares.

3. School Bus Service Revenues.

In the case of a claimant that is allocated funds for payment to an entity which is under contract with it to provide transportation services, "fare revenues" includes the amount of fare revenues that is received by the entity providing the services and not transferred to the claimant.

"Fare revenues" includes revenues earned under contractual arrangements with public or private entities, (1) for transit fares for a specified group of employees, members, or clients, (2) to guarantee minimum revenue on a line operated especially for the benefit of the paying entity (e.g., an employer, shopping center, university, etc.).

"Fare revenues" also may include revenues from cash donations made by individual passengers in lieu of a prescribed fare. However, "fare revenues" does not include other donations or general operating assistance, whether from public or private sources.

R. General Public Transportation - Transportation services which are provided using vehicles for use by the general population in the service area.

S. Disabled Person - Any individual who by reason of illness, injury, age, congenital malfunction, or other permanent or temporary incapacity or disability, including, but not limited to, any individual confined to a wheelchair, is unable, without special facilities or special planning or design, to utilize public transportation facilities and services as effectively as a person who is not so affected. As used here, a temporary incapacity or disability is an incapacity or disability which lasts more than 90 days (PUC Section 99206.5).

T. Included Municipal Operator - Refers to a city or county which is included, in whole or in part, within a transit district or which has been extended the authority to join a transit district by that district's enabling legislation, and in which city or county public transportation services have continuously been provided, since at least January 1971 (PUC Section 99207).

U. Independent Auditor - The term "independent auditor" means the State Controller or a certified public accountant or public accountant who is not an officer or employee of the claimant. The County Auditor is not an "independent auditor" with reference to the county or to an operator for which the County Auditor serves as a financial officer.

V. Joint Powers Agreement (JPA) - A legally binding agreement between two or more units of government which establishes a multi-jurisdictional special district with specified powers and responsibilities, such as providing public transportation.

W. Local Funds - The term "local funds" means all revenues in the following revenue account classes of the uniform system of accounts and records adopted by the State Controller pursuant to PUC Section 99243:

1. Auxiliary Transportation Revenues.

2. Taxes Levied Directly by Transit System.
3. Local Cash Grants and Reimbursements - General Operating Assistance.
4. Local Special Fare Assistance.
5. Subsidy from Other Sectors of Operation.
6. Any non-federal or non-state grant.
7. Advertising.

"Local funds" include tax revenues imposed by a local transportation authority.

X. Local Transportation Fund (LTF) - LTF comes from ¼ cent of the state sales tax collected in Shasta County.

Y. Municipal Operator - means a city or county, including any nonprofit corporation or other legal entity wholly owned or controlled by the city or county, which operates a public transportation system, and which is not included, in whole or in part, within an existing transit district (PUC Section 99209).

Z. New Service - new service has the same meaning as "extension of public transportation services" as defined in Section 99268.8.

AA. Non-urbanized Area - An area having a population of less than 50,000 as defined by population figures from the latest Federal census. An operator serves a "non-urbanized area" if 50% or more of the population of its service area is located within the boundaries of a non-urbanized area.

BB. Operates - For purposes of PUC Section 99209, mean(s) that the operator owns or leases the equipment, establishes routes and frequency of service, regulates, and collects fares, and otherwise controls the efficiency and quality of the operation of the system, but does not require that operators of rolling stock be employees of a public agency (PUC Section 99209.5).

CC. Operating Cost - All costs in the operating expense object classes exclusive of the costs in the depreciation and amortization expense object class of the uniform system of accounts and records adopted by the State Controller pursuant to PUC Section 99243 and exclusive of all subsidies for commuter rail services operated under the jurisdiction of the Interstate Commerce Commission and of all direct costs for providing charter services, all vehicle lease costs, and principal and interest payments on capital assets on capital projects funded with certificates of participation (PUC Section 99247).

DD. Operator - means any transit district, included transit district, municipal operator, included municipal operator, or transit development board (PUC Section 99210).

EE. Private Corporation or Entity - A corporation, company, association, or joint stock association engaged in transacting business for compensation within the state.

FF. Productivity Improvement Program - A program that allows SRTA to monitor a transit operator's or transit claimant's progress toward meeting recommended improvements that can lower transit operating costs.

GG. Regional Entity - "Regional entity" means a transportation planning agency designated by the secretary pursuant to Section 29532 of the Government Code, a county transportation commission created by Division 12 (commencing with Section 130000). In the Shasta region, the regional entity is SRTA.

HH. Ridesharing Services - For the purposes of PUC Section 99268.16, the term "ridesharing services" means a comprehensive organizational effort which is designed to reduce the number of vehicles on the highways during peak travel periods within a defined area by encouraging the planning and marketing of high-occupancy vehicle facilities, increases in the number of passengers per vehicle in vehicles used for ridesharing, alternative work schedules, and other transportation demand management strategies among employers and commuters.

II. State Transit Assistance Fund (STA) - The term "state transit assistance fund" means the fund created by a transportation planning agency, a county transportation commission, or a transit System pursuant to PUC Section 99313.6.

JJ. State Transit Assistance Program (STA) - "State Transit Assistance Program" means the provisions of the TDA related directly to the STA, including PUC Sections 99312 to 99314.6, inclusive.

KK. Social Services Technical Advisory Council (SSTAC) - A committee appointed by SRTA made up of representatives from social service providers, the elderly and the disabled. The SSTAC participates in the annual unmet transit needs process.

LL. Specialized Transportation Services - Transit that primarily serves older adults, people with disabilities, and others whose mobility needs are not addressed by traditional fixed-route service. Typical services include demand-response, feeder, community bus, and route and point deviation services.

MM. Transit District - A public district organized pursuant to state law and designated in the enabling legislation as a transit district or rapid transit district to provide public transportation service (PUC Section 99213). The Redding Area Bus Authority (RABA) is not considered a transit district.

NN. Transit Operator - Includes any transit district, included transit district, municipal operator, included municipal operator, or transit development board. RABA is a transit operator.

For the purposes of filing an Article 4 public transportation claim, a transit district, included municipal operator, or municipal operator must own or lease the equipment, establish routes and service frequencies, regulate, and collect fares, and otherwise control the efficiency and quality of the operation of the system.

OO. Transit Service Claimant - The term "transit service claimant" means:

1. A claimant that files a claim for community transit services pursuant to Article 4.5 of the TDA.
2. A claimant that files a claim for direct contract payments pursuant to PUC Section 99400(c).
3. A city or county that is a member of SRTA that files a claim to provide or contract for separate service to disabled persons pursuant to PUC Section 99260.7.
4. A county, city, or county transportation commission that files a claim for rail passenger service operation and capital improvement expenditures (currently none in Shasta County).

PP. Urbanized Area - An urbanized area has a population of 50,000 persons or more, according to the most recent federal census. An operator serves in an urbanized area if 50% or more of the population of its service area is located within the boundaries of an urbanized area, with exceptions as specified in CCR Section 6645.

QQ. Uniform System of Accounts - The term "uniform system of accounts" refers to the required format for a transit system claimant's proposed budget, which shall be in conformance with the accounting requirements adopted by the State Controller in accordance with PUC Section 99243.

Chapter 4.15 - TDA TIMETABLE

4.15.010 - TDA TIMETABLE

A. The following is a timetable which lists the key dates of the cycle of preparing claims, allocating monies, and preparing final reports. References to the appropriate regulation's sections are included:

1. February 1 - County Auditor provides estimate of LTF monies available for the ensuing fiscal year to SRTA (CCR Section 6620).
2. February - SRTA approves the annual apportionments available for allocation (CCR Section 6644) and advises prospective claimants.
3. April 30 - Claims are due to SRTA (CCR Section 6630).
4. June - SRTA Board of Directors reviews and approves the claims.
5. June 30 - SRTA conveys initial allocation instructions for the next fiscal year to County Auditor (CCR Section 6659).
6. June 30 - SRTA transmits fiscal audit for fiscal year ending the previous June 30 to the State Controller (CCR Section 6662).
7. September 1 - SRTA transmits a schedule of performance audits to be submitted during the fiscal year and a list of all operators or claimants who operated or commenced operations during the prior fiscal year to the California Department of Transportation (CCR Section 6664.5).
8. September 30 - Non-transit claimants submit expenditure reports to State Controller (CCR Section 6665). (Streets and Roads Only)

9. September 30 - Claimants submit reports on extension of service to SRTA (CCR Section 6633.8).
10. September 30 - SRTA submits the annual State Controller's Report (CCR Section 6660).
11. December 31 - The certified fiscal audit for fiscal year ending June 30 (unless granted a 90-day extension) is due to SRTA and the State Controller (PUC Section 99245).
12. Monthly - County Auditor reports status of fund to SRTA.
13. Triennially - SRTA submits the performance audits to the California Department of Transportation (CCR Section 6662.5) for all operators of transit service and for SRTA for planning functions.

Chapter 4.20 - LOCAL TRANSPORTATION FUND

4.20.010 - BACKGROUND

A. Revenue for Shasta County's LTF comes from ¼ cent of the state sales tax collected in Shasta County. LTF revenues deposited in Shasta County's fund vary from year to year depending on the economy.

B. Agencies can use LTF money for several different purposes. To do so, agencies must meet the eligibility requirements set forth in the TDA.

4.20.020 - LOCAL TRANSPORTATION FUND PURPOSES IN GENERAL

A. TDA administration costs - Article 3.
B. General public transit operations and capital - Article 4.
C. Transit-related research and development projects - Article 4.
D. Consolidated Transportation Services (CTSA) - Article 4.5.
E. Administration of transit contracts - Article 4.
F. Elderly and disabled transit - Article 4 or 8.
G. Bicycle and pedestrian projects - Article 3 (SRTA only) or 8.
H. Contract payments for transit services - Article 8.
I. Local streets and roads - Article 8.
J. Multimodal transportation terminals - Article 8.

TDA law defines priorities for using LTF for the above listed purposes.

4.20.030 - THE FOLLOWING REFLECTS THE PRIORITIES FOR THE SHASTA COUNTY REGION

A. Administrative costs (PUC Section 99233.1): Funds may be allocated to the County Auditor and SRTA for administrative expenses as necessary. This is an "off-the-top" distribution.

Priority	*Purpose*	*Amount That Can be Used*	*Article*	*PUC Section*
1	TDA Administration	As determined by SRTA	3	99233.1
2	Regional bicycle and pedestrian	Up to 2%	3	99233.3
2	Planning by statutorily created agencies	Up to 3% (None in Shasta)	3	99233.2
3	Consolidated Transportation Services	Up to 5% of remaining funds	4.5	99233.7
3	Support of public transit	Up to area apportionment	4	99260 (a) and99262
3	Public transit research and demonstration projects	Up to area apportionment	4	99260 (b)
3	Separate service to elderly and disabled	Up to area apportionment	4	99260.7 and 99262
4	Public transportation service contract	Up to area apportionment	8	99400 (c)
4	Local streets and roads	Up to area apportionment	8	99400 (a)
4	Special group transportation service contract	Up to area apportionment	8	99400 (c)
4	Bicycle and pedestrian	Up to area apportionment	8	99400 (a)
4	Capital expenditures for contracted services	Up to area apportionment	8	99400 (e)

B. Planning by statutorily created agencies (PUC Section 99233.2): Up to 3% of annual revenues can be allocated to statutorily created TPAs for the conduct of the transportation planning process. SRTA is not a statutorily created agency eligible for this allocation.

C. Bicycle and pedestrian facilities (PUC Section 99233.3): Two percent (2%) of the money remaining in the fund will be made available to the county and cities for the exclusive use of bicycle and pedestrian facilities unless SRTA finds that the money could be used to better advantage for the purposes stated in Article 4 (commencing with Section 99260) and Article 4.5 (commencing with Section 99275), or for local street and road purposes in those areas where the money may be expended for those purposes, in the development of a balanced transportation system. Of the amount made available to a city or county pursuant to this section, 5% (five percent) thereof may be expended to supplement moneys from other sources to fund bicycle and pedestrian safety education programs but shall not be used be used to fully fund the salary of any one person. This is an "off-the-top" distribution. (Board Policy)

D. Rail passenger service (PUC Section 99233.4): (Currently none in the Shasta County region).5. Community transit services (PUC Section 99233.7): Five (5%) of the remaining money in the fund shall be available to cities, counties, and operators and CTSAs to provide coordination of services and community transit services. Community transit service means transportation services which link intra-community origins and destinations including services for those, such as the disabled, who cannot use conventional transit services. This is an "off-the-top" distribution. An off the top distribution is defined as a distribution made prior to any allocations to claimants.

E. Transit operator claims (PUC Section 99233.8): The remaining money in the fund may be allocated to support public transit systems. These claims are subject to the provisions of Article 4 of the TDA.

F. Article 8 projects such as streets and roads (PUC Section 99402) and bike and pedestrian facilities (PUC Section 99400a). LTF Priorities in Shasta County are as Follows:

4.20.040 - ARTICLES

A. Article 3 - Funding Categories and Regulatory Provisions

Under this Article, the first priority for LTF funding is given to TDA program administration. Planning is eligible for statutorily created agencies (SRTA is not an agency of this type). Funding is also designated for pedestrian and bicycle programs, and rail passenger service (if such services were to be offered in Shasta County).

B. Administration

Agencies may use LTF to carry out its administrative responsibilities related to TDA programs.

C. Planning

Planning using LTF is eligible for statutorily created agencies (SRTA is not an agency of this type).

D. Pedestrian and Bicycle Allocation

Two percent (2%) of LTF funds remaining after administration expenses will be used for pedestrian and bicycle projects. (Board Policy)

E. Article 4 - Funding Categories and Regulatory Provisions

F. Public Transportation System Claims

1. Funds may be used for the support of public transportation systems that are operated in-house by cities or the county, public transportation research and demonstration programs, and the construction of grade separation projects. Support is also provided for transit services to elderly and handicapped persons.

2. Claims made by transit operators for support of public transportation systems under Article 4 may include reimbursement for all purposes necessary and convenient to the development and operation of the transit service.

3. Eligible programs and activities for Article 4 funding include planning, purchase of real estate, construction of buildings and facilities, purchase and replacement of vehicles, and the payment of bonds and other indebtedness.

4. Funding is also available to transit operators for system operation, maintenance and administration; planning and contributions to the planning process; and payments for contracts with common carriers for peak hour services.

5. For the purposes of Article 4, a transit operator is defined as a city or county that is responsible for the following activities of a transit agency: sets route structure, sets schedules, sets fares, and controls the basic quality and operation of the organization. A city or county can be considered an operator whether it leases or owns the transit vehicles, and regardless of whether it employs or contracts for transit drivers.

G. Regulatory Provisions for Article 4 Public Transportation System Claims

1. Claimants for funds to support public transportation systems, and services for the elderly and handicapped, are required in Article 4 to meet certain business standards in their operations. They are also required to undergo a TDA Performance Audit every third year.

2. The two financial standards that are required by Article 4 claimants are called the “50% expenditure limitation” and the “fare box recovery ratio.”

a. 50% Expenditure Limitation - In general, this provision limits TDA funding for a transit system to 50% of the transit system's budget.

b. There is an exception to the 50% expenditure limitation when, commencing with claims for the 1980-81 fiscal year, an operator that was in compliance with PUC Section 99268 during the 1978-79 fiscal year in order to be eligible for funds under this article shall be eligible for such funds in any fiscal year, if it remains in compliance with that section during the fiscal year. The determination of compliance for any fiscal year shall be made in the same manner as the determination was made for the 1978-79 fiscal year, except for the exemption provided under PUC Section 99267.5. An allowance for depreciation shall be made in the same manner as provided in the 1978-79 fiscal year.

c. There are no claimants subject to the 50% Expenditure Limitation in Shasta County.

3. Fare Box Ratio Requirements - In the simplest terms, taking a transit operation's total fare and local funds revenues and dividing it by total expenses (minus certain exclusions) will yield a "fare box recovery ratio." This ratio is used as an indicator of the financial health of the transit service. Transit operators who claim TDA funds must meet certain fare box ratios in order to retain eligibility for funding. (See Section 4.150.010)

   a. The fare box ratio for rural transit systems, in general, must be at a minimum of 10%. In urbanized areas, in general, transit operators must have a fare box ratio of 20%. There are "blended" rates between these two benchmarks that apply to specific circumstances.

4. The SRTA Board of Directors has approved a 15% required fare box ratio for the RABA fixed route service. Per the SRTA Board of Directors, RABA is to strive to obtain a 19% fare box ratio on fixed route service (Board Policy). Article 4 provides for exceptions to the general rules for fare box ratios for the following specific types of transit services:

   a. Older Transit Operators (prior to 1978).
   b. Newer, Non-Urbanized Area Operators.
   c. Exclusive Service for Elderly and Handicapped Persons.
   d. Exemption for New and Extension of Services.
   e. Portion of Urbanized Services.
   f. New Urbanized Areas.

5. There are regulatory requirements in Article 4 including calculation of fare box recovery ratio (see Section 4.150.010), and management of TDA programs. The administrative requirements include the following:

   a. Instructions Regarding Allocation Procedures.
   b. Required Uniform System of Accounts and Records.
   c. Reporting for State Controller's Annual Report.
   d. Recommendations for Productivity Improvements for Operators.

e. Annual Fiscal Audit of All Claimants.
f. Performance Audits of Planning Entities and Operators.
g. Performance Measure Definitions.
h. New Transit Services Cost Comparison Analysis.
i. California Highway Patrol Certifications.
j. Establishment of Social Services Transportation Advisory Council.

H. Article 4.5 - Funding for Community Transit Services

This Article addresses community-based transportation (trip origin and destination are both located within community boundaries), including services targeted to disabled riders who cannot use conventional transit services. An eligible organization must be designated by the regional planning agency in order to claim funds under this Article. Up to five percent (5%) of LTF funds remaining after administration expenses, and the two (2%) pedestrian and bicycle projects set-aside (Board Policy), are prioritized for funding community transit services.

I. Criteria for Article 4.5 Claims

SRTA has adopted the following criteria for evaluating Article 4.5 claims (Board Policy):

1. High level of impact from the service in meeting a transportation need.
2. Priority for groups requiring special transportation assistance.
3. Minimizing adverse impacts on existing taxi and transit services.
4. Innovative and efficient services.

J. Article 8 Claims of LTF

Article 8 of TDA is written for the smaller, more rural California counties. These counties are referred to as “unrestricted counties” because in the 1970 Census their population was less than 500,000. This is the Article under which Shasta County claimants receive most of their LTF revenue.

Transit services funding under Article 4 is similar to that offered by Article 8 (c). The difference is in the definition of eligible “transit operator.” For purposes of Article 4, the city or county acting as transit operator is responsible for the direct operation of the service. In contrast, Article 8 (c) only applies to claimants that contract for their transit services with outside vendors.

K. Funding Categories

1. Article 8 provides funding for (a) local streets and roads, and projects for use by pedestrians and bicycles, (b) passenger rail service operations and capital improvements, and (c) any entity providing public transportation services under contract with a county, city or transit district. Section 8 (c) also provides funding for transit service to any group that SRTA has determined requires special transportation assistance.

2. Additional funding support for contracting of transit services is provided in Section (d) of Article 8. Claimants may seek funding for capital investments in transit vehicles, bus shelters and benches, and communication equipment.

3. There is also a provision in Article 8 that enables a county or city not served by a county-wide transit district to build and maintain multi-modal transportation terminals.

4. Each of the funding categories provided for in Article 8 are:

    a. Local streets and roads.
    b. Projects for use by pedestrians and bicycles.
    c. Passenger rail service and capital projects (currently none in Shasta County).
    d. Payment to entity under contract to provide public transportation; to support any group requiring special transportation assistance.

5. Capital for vehicles and equipment; bus shelters and benches, communication equipment associated with Section (c).

6. The TDA legislative language provides a broad range of eligible activities involved with claims for streets and roads: Claims may include those purposes necessary and convenient to the development, construction, and maintenance of the city or county's streets and highways network, including planning and contributions to the transportation planning process, acquisition of real property, and construction of facilities and buildings.

7. Because TDA is focused almost entirely on transit programs, reference to local streets and roads projects is not found elsewhere in the legislation. Moreover, before LTF funds may be used for this purpose, there are two major conditions that must be met by any prospective county or city claimants.

8. The first condition for funding the construction and maintenance of streets and roads require that the population of the claimant county be less than 500,000 in 1970. The county of Shasta's population was under 500,000 as reported in the 1970 Census, and the jurisdiction is therefore eligible to use this section of TDA. In fact, the law makes this spending option available no matter how much a county's population grows in the future.

9. There is a second condition that must be met before funding may be used for local streets and roads. This requires that each year, after due diligence, SRTA adopts a resolution with findings regarding any unmet transit needs that might exist within its jurisdiction. The SSTAC must be involved in this "unmet transit needs" process which is further discussed in Chapter 4.135.

L. <u>Article 8 Entities that Provide Transit Services under Contract (including to groups requiring special transportation services).</u>

1. This provision of TDA provides for payment to cities, counties and transit districts contracting with profit making or non-profit companies for public transportation services. In this case, the

public agency claimant does not employ the transit personnel. In the contract providing for transit services, the county, city, or transit district must specify the following:

a. The level of transit service that will be provided.
b. The operating plan that will implement service.
c. How the service will be coordinated with the public transportation service provided by the operator.

2. To qualify for Article 8 (c), the transit claimant may be required to meet performance criteria developed by SRTA.

4.20.050 - APPORTIONMENT, ALLOCATION AND PAYMENT

A. There are three steps to distribute the money from the LTF to the local jurisdictions:

1. Apportionment,
2. Allocation, and
3. Payment.

B. Step 1 - Apportionment

1. Per the TDA, SRTA divides the remaining amount anticipated to be deposited in the fund over the coming fiscal year among each of the county's local jurisdictions based on population (PUC Section Sec. 99231). Prior to March 1st, SRTA informs each jurisdiction of this amount, called the apportionment (21CCR Section Sec. 6644). The amount apportioned to each jurisdiction for the coming fiscal year is called the "Findings of Apportionment."

2. Once money is apportioned to a jurisdiction, the money can be allocated by that jurisdiction. In Shasta County, the apportionment is based on population.

C. Step 2 - Allocation

1. Allocation is the step where the jurisdictions decide what they want to do with their apportionments in the coming year. The jurisdictions file "claims" requesting dollar amounts for different purposes. For example, one city might claim all of its LTF apportionment for transit, while another might claim the majority for transit, some for bicycle projects and some for streets and roads. The total amount claimed cannot be more than the amount apportioned to a jurisdiction. The State, through the TDA statute, makes each jurisdiction meet certain requirements to be able to claim the money for different purposes.

D. Step 3 - Payment

1. Based on the amount claimed, SRTA provides instructions to the County Auditor for payments to each jurisdiction throughout the year. SRTA must provide written instructions at least

annually prior to the start of the fiscal year, although the instructions could be delayed if agreed to by the claimant (CCR Section 6659). SRTA's instructions can authorize that payments be made annually, as money becomes available, on a quarterly basis; or even on a monthly basis. SRTA may authorize uneven payments to jurisdictions to accommodate a jurisdiction's cash flow needs. Since SRTA is allowed to set the "terms and conditions" for payment, SRTA could also authorize payments alternative payments in arrears based on actual expenses.

2. SRTA must write separate instructions for each jurisdiction and for each purpose for which a jurisdiction has claimed LTF (CCR Section 6659). By "purpose" the TDA means the PUC Section under which the money is claimed.

4.20.060 - CLAIM CONTENT FOR SRTA LTF CLAIMS

A. Each LTF claim should include the following:

1. The annual claim forms as found in Appendix A.
2. Sufficient information to support the claim.

4.20.070 - TIMETABLE

A. The following timetable lists the key dates in the cycle of preparing LTF claims, allocating funds, and submitting required reports:

1. January 10 - State Controller provides each regional entity with a preliminary estimate of the amount of LTF monies to be allocated to it during the fiscal year (CCR Section 6720).
2. February - The SRTA Board of Directors approves the annual apportionments available for allocation (CCR Section 6644) and advises prospective claimants.
3. April 30 - Claimants file claims with SRTA (CCR Section 6732).
4. June - SRTA Board of Directors approves operator claims.
5. June 30 - SRTA conveys allocation resolution to the County Auditor (CCR Section 6752).
6. August 1 - State Controller provides each regional entity with a revised estimate of LTF monies to be allocated to it during the fiscal year (CCR Section 6720).
7. September 30 - Each claimant submits the annual report of its operations to SRTA and the State Controller (PUC Section 99243).
8. December 31 - Each regional entity submits a fiscal audit report of its LTF for the fiscal year ending June 30 (CCR Section 6751).
9. Quarterly - State Controller allocates LTF monies to the regional entities (CCR Section 6720).

Chapter 4.25 - STATE TRANSIT ASSISTANCE (STA)

4.25.010 - BACKGROUND

A. The STA fund provides a second source of TDA funding. STA funds are generated from a portion of the statewide sales tax on motor vehicle fuel diesel). Each year, during the state budget process, the State Legislature designates the amount of money available for STA (PUC Section Sec. 99312). The legislature appropriates the STA funds to the State Controller who allocates them by formula to each Regional Transportation Planning Agency (SRTA in Shasta County). The formula allocates 50% of the funds on the basis of a county's population compared to the total state population. The formula allocates the other 50% on the basis of the amount of passenger fares and local support revenues collected by transit operators who file under Article 4 in Shasta County compared to the amount collected by transit operators statewide.

B. STA Population Formula Apportionment:

1. The STA funds under the population formula apportionment (PUC Section 99313) are apportioned to each regional entity based on the ratio of the population of the area under its jurisdiction to the total population of the state.

2. STA funds apportioned to SRTA are available for apportionment by SRTA to eligible operators within the SRTA area of jurisdiction. SRTA is required (PUC Section 99313.6) to deposit the funds allocated to their respective areas with the County Treasurer. PUC Section 99312.7 requires the State Controller to issue estimates of funds to be allocated to each regional entity by January 10 of each year.

C. STA Operator Revenue Formula Allocation

1. Under the operator revenue formula apportionment (PUC Section 9314), the STA funds are apportioned to each regional entity according to the ratio of the total revenue of all operators in the area under its jurisdiction during the prior fiscal year to the total revenue of all operators in the state during the prior fiscal year.

2. These apportionments are to be apportioned by each regional entity to the operators in its area of jurisdiction based on the ratio of each operator's revenue during the prior fiscal year to the total revenue of all operators within the regional entity's area of jurisdiction during the prior fiscal year.

3. For the purpose of these apportionments, the term "revenues" has been defined as fare revenues and any other funds used by the operator for transit operations, with the exception of federal and state funds which may only be used for transportation purposes (CCR Section 6722).

4. The revenue amounts are to be determined from the most recent annual report developed by the State Controller. The State Controller's estimates of STA apportionments are subject to change based on more current data and on legislative actions affecting the state budget and the STA. The most current estimates provided by the State Controller are used by SRTA in apportioning STA operator revenue formula funds.

4.25.020 - STA FUND USES AVAILABLE IN SHASTA COUNTY

A. Transit operations.

B. Contract payments for public transit services.

C. Administrative and planning cost of contracted public transportation.

D. Capital requirements of public transportation system.

E. Construction and maintenance of intermodal transportation facilities.

F. There are no formal STA funding priorities, although the intent is that SRTA give priority consideration (Board Policy) to STA fund claims that:

1. Offset reductions in federal operating assistance and/or the unanticipated increase in fuel costs,
2. Enhance existing public transportation services, and
3. Meet high-priority regional, countywide, or area wide public transportation needs (PUC Section 99314.5(d)).

G. The entire amount received from the state is available for distribution to the cities and county, as no money is taken “off- the- top” of STA.

STA Allocation is as Follows:

Priority	Purpose	Article	PUC Section
None	Transit operations and capital for systems operated by the jurisdiction	6.5	99313.6 and 21 CCR Section 6730 (a) and (b)
None	Contract payments for public transit services	6.5	99313.6 and 21 CCR Section 6731 (b)
None	Administrative and planning costs of contracted public transportation	6.5	99313.6 and 21 CCR Section 6731 (b)
None	Capital requirements of contracted public transportation system	6.5	99313.6 referencing 99400 (e)
None	Construction and maintenance of intermodal transportation facilities	6.5	99313.7 and 21 CCR Section 6731 (a)

4.25.030 - FUNDING ELIGIBILITY AND QUALIFYING CRITERIA

A. SRTA is required to make all of the findings listed below before it can apportion funds to a claimant (CCR Section 6754). It is the responsibility of the claimant to provide the regional entity with sufficient and timely information upon which to make these findings. In order to apportion STA monies, SRTA must find that:

1. Conformance with the Regional Transportation Plan. Claimant certifies that all of the purposes for claim expenditures are in conformance with the Regional Transportation Plan. (Refer to CCR Section 6754(a)).

2. The level of fare revenues proposed is sufficient to enable the operator or transit service claimant to meet the fare revenue requirements of PUC Sections 99268.2, 99268.3, 99268.4, 99268.5, and 99268.9, as they may be applicable to the claimant.

3. The sum of the claimant's apportionments from the STA and from the LTF does not exceed the amount the claimant is eligible to receive during the fiscal year (see CCR Section 6634). Such findings, however, shall not relieve the claimant of its responsibility pursuant to CCR Section 6735.

4. Priority consideration has been given to claims to offset reductions in federal operating assistance and unanticipated increases in the cost of fuel, to enhance existing public transportation services, and to meet high-priority regional, countywide, or area wide public transportation needs.

5. The operator has made a reasonable effort to implement the productivity improvements recommended pursuant to PUC Section 99244. This finding shall make specific reference to the improvements recommended and to the efforts made by the operator to implement them.

6. The operator has been certified within the last 13 months by the California Highway Patrol to be in compliance with Section 1808.1 of the California Vehicle Code.

7. The operator is in compliance with the eligibility requirements of PUC Section 99314.6.

8. Part-time Employees (required for STA claims only). Claimant certifies that it is not precluded by any contract entered into on or after June 28, 1979, from employing part-time drivers or contracting with common carriers of persons operating under a franchise or license. Claimant further certifies that no person who was a full-time employee on June 28, 1979, shall have his/her employment terminated or his/her regular hours of employment, excluding overtime, reduced as a result of its employing part-time drivers or contracting with such common carriers. (Refer to PUC Section 99314.5(c)).

9. Full Use of Federal Funds (required for STA claims only). The claimant certifies that it is making full use of federal funds available under the Federal Transit Act. (Refer to CCR Section 6754(a))

10. Efficiency Standards (required for transit operator claimants claiming STA for operating purposes).

B. Operators certify that it meets one of the following two efficiency standards (PUC Section 99314.6) (See Section 4.25.040):

1. Efficiency Standard 1: An operator's total operating cost per vehicle revenue hour for the most recent fiscal year must not exceed the prior year's operating cost per revenue vehicle hours, by a percentage greater than the percentage change in the Consumer Price Index (CPI) for the same period.

2. Efficiency Standard 2: An operator's total operating cost per vehicle revenue hour for the most recent fiscal year must not exceed the average total operating cost per vehicle revenue hour for the three prior years, increased by the average percentage change in the CPI for the same period. (Refer to PUC Section 99314.6)

4.25.040 - EFFICIENCY STANDARDS

A. STA operating funds are available under PUC Sections 99313 and 99314 to the agency for allocation to transit operators within the area of its jurisdiction. An "operator" is defined in PUC Section 99210 as "any transit district, included transit district, municipal operator, included municipal operator, or transit development board." The provisions of PUC Section 99314.6 require funding to be contingent upon transit operators meeting either one of two efficiency standards as defined in the aforementioned section.

B. The agency is charged with ensuring the operator's compliance with PUC Section 99314.6 by requiring supporting calculations, where applicable, of all operators and claimants before releasing said funds. This policy seeks to ensure that the agency requires eligible operators to submit calculations indicating compliance with PUC Section 99314.6 before funding is released. It should be noted that the restrictions in PUC Section 99314.6 do not apply to allocations made for capital purposes.

C. Funds shall be allocated for operating or capital purposes pursuant to Sections 99313 and 99314 to an operator if the operator meets either of the following efficiency standards:

1. The operator shall receive its entire allocation, and any or all of this allocation may be used for operating purposes, if the operator's total operating cost per revenue vehicle hour in the latest year for which audited data are available does not exceed the sum of the preceding year's total operating cost per revenue vehicle hour and an amount equal to the product of the percentage change in the Consumer Price Index for the same period multiplied by the preceding year's total operating cost per revenue vehicle hour.

2. The operator shall receive its entire allocation, and any or all of this allocation may be used for operating purposes, if the operator's average total operating cost per revenue vehicle hour in

the latest three years for which audited data are available does not exceed the sum of the average of the total operating cost per revenue vehicle hour in the three years preceding the latest year for which audited data are available and an amount equal to the product of the average percentage change in the Consumer Price Index for the same period multiplied by the average total operating cost per revenue vehicle hour in the same three years.

D. If an operator does not meet either efficiency standard stated above, the operator shall receive its entire allocation and the funds shall be allocated pursuant to this paragraph. The portion of the allocation that the operator may use for operations shall be the total allocation to the operator reduced by the lowest percentage by which the operator's total operating cost per revenue vehicle hour for the applicable year or three-year period calculated pursuant to subparagraph (1) or (2) above exceeded the target amount necessary to meet the applicable efficiency standard. The remaining portion of the operator's allocation shall be used only for capital purposes.

E. Except as provided in paragraph (C), funds shall be allocated for operating or capital purposes pursuant to Sections 99313 and 99314 to an operator if the operator meets either of the following efficiency standards:

1. The operator shall receive its entire allocation, and any or all of this allocation may be used for operating purposes, if the operator's total operating cost per revenue vehicle hour in the latest year for which audited data are available does not exceed the sum of the preceding year's total operating cost per revenue vehicle hour and an amount equal to the product of the percentage change in the Consumer Price Index for the same period multiplied by the preceding year's total operating cost per revenue vehicle hour.

2. The operator shall receive its entire allocation, and any or all of this allocation may be used for operating purposes, if the operator's average total operating cost per revenue vehicle hour in the latest three years for which audited data are available does not exceed the sum of the average of the total operating cost per revenue vehicle hour in the three years preceding the latest year for which audited data are available and an amount equal to the product of the average percentage change in the Consumer Price Index for the same period multiplied by the average total operating cost per revenue vehicle hour in the same three years.

F. If an operator does not meet either efficiency standard under paragraph (C), the operator shall receive its entire allocation and the funds shall be allocated pursuant to this paragraph. The portion of the allocation that the operator may use for operations shall be the total allocation to the operator reduced by the lowest percentage by which the operator's total operating cost per revenue vehicle hour for the applicable year or three-year period calculated pursuant to subparagraph (1) or (2) of paragraph (C) exceeded the target amount necessary to meet the applicable efficiency standard. The remaining portion of the operator's allocation shall be used only for capital purposes.

G. SRTA, as the case may be, shall adjust the calculation of operating costs and revenue vehicle hours pursuant to paragraph (C) to account for either or both of the following factors:

1. Exclusion of cost increases beyond the change in the Consumer Price Index for fuel; alternative fuel programs; power, including electricity; insurance premiums and payments in settlement of claims arising out of the operator's liability; or state or federal mandates, including the additional operating costs required to provide comparable complementary paratransit service as required by Section 37.121 of Title 49 of the Code of Federal Regulations, pursuant to the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), as identified in the operator's paratransit plan pursuant to Section 37.139 of Title 49 of the Code of Federal Regulations.

2. Exclusion of startup costs for new services for a period of not more than two years.

H. Funds withheld from allocation to an operator pursuant to paragraph above shall be retained by SRTA, as the case may be, for reallocation to that operator for two years following the year of ineligibility. In a year in which an operator's funds are allocated pursuant to paragraph (C), funds withheld from allocation during a preceding year shall also be allocated. Funds not allocated before the commencement of the third year following the year of ineligibility shall be reallocated to cost effective high priority regional transit activities, as determined by SRTA, as the case may be. If SRTA determines that no cost-effective high priority regional transit activity exists, the unallocated funds shall revert to the Controller for reallocation.

1. As used in this section, the following terms have the following meanings:

    a. "Operating cost" means the total operating cost as reported by the operator under the uniform system of accounts and records, pursuant to Section 99243 and subdivision (a) of Section 99247.
    b. "Revenue vehicle hours" has the same meaning as "vehicle service hours," as defined in subdivision (h) of Section 99247.
    c. "Consumer Price Index," as applied to an operator, is the regional Consumer Price Index for that operator's region, as published by the United States Bureau of Labor Statistics. If a regional index is not published, the index for the State of California applies.
    d. "New service" has the same meaning as "extension of public transportation services" as defined in Section 99268.8.
    e. The restrictions in this section do not apply to allocations made for capital purposes.
    f. The exclusion of cost increases described in paragraph (3) of subdivision (a) applies solely for the purpose of calculating an operator's eligibility to claim funds pursuant to this section and does not authorize an operator to report an operating cost per revenue vehicle hour, other than as described in this section and in Section 99247, to any of the following entities:

        I. The Controller pursuant to Section 99243.
        II. The entity conducting the fiscal audit pursuant to Section 99245.
        III. The entity conducting the performance audit pursuant to Section 99246.

I. The calculations of the operating costs and revenue vehicle hours may also be adjusted by the agency to "encourage progress in achieving the objectives of efficiency, effectiveness, and

productivity pursuant to PUC Section 99244." The adjustments may involve excluding cost increases beyond the CPI for items that the state wants to encourage operators to purchase such as alternative fuels, insurance, or state or federal mandates. Startup costs for new services for up to two years may also be excluded from the total operating costs used in the ratios. Excluding these costs from the operating costs would allow the operator to more easily meet the standards.

J. SRTA may adjust the calculation of these standards to exclude startup costs for new services (as in PUC Section 99268.8) for a period of not more than two years and/or cost increases beyond the change in the CPI for fuel, alternative fuel programs, insurance, or state and federal mandates.

K. Original documentation to prove if the standards are met will be provided by transit operators. Transit operators shall gather the cost data from its latest audited financial statements, make the necessary calculations, and prepare a signed and dated work paper (TDA-7) that holds all pertinent data in one easy-to-read format. Such a work paper is provided by the agency to enable transit operators to easily prepare their calculations in the manner outlined in the statute.

L. Once the transit operators complete the calculations on the provided work paper, the resulting calculations and supporting documentation shall be submitted to the agency, where the ratios will be reviewed for timeliness and accuracy. All work papers, calculations, and supporting documentation shall be clearly labeled with identifying descriptions.

M. The supporting documentation will report all components of the required calculations that document the ratio or ratios provided by each transit operator. If the qualifying criteria are met, then it will be deemed that PUC Section 99314.6 has been met. Once the documentation is complete PUC Sections 99313 and 99314 funds may be released to the transit operator.

N. The following procedure is designed to streamline this process and to ensure that proper documentation of the calculations is fully and accurately presented on one work paper. It should be noted that use of the provided work paper will facilitate accurate reporting of the ratio(s) used to determine operator's qualifying criteria:

1. A worksheet (TDA-7) has been developed by the agency and is distributed to transit operators.
2. Transit operators complete TDA-7.
3. TDA-7 is returned to the agency as soon as they are complete.
4. SRTA reviews and verifies data and calculations on worksheet to verify if criteria are met.
5. TDA-7 is kept on file to provide evidence that qualifying criteria were met.

4.25.050 - CLAIM CONTENT FOR SRTA STA CLAIMS

A. Each STA claim should include the following:

1. The annual claim forms as found in Appendix A. (Board Policy)
2. Sufficient information to support the claim. (Board Policy)

4.25.060 - TIMETABLE

A. The following timetable lists the key dates in the cycle of preparing STA claims, allocating funds, and submitting required reports:

1. January 10 - State Controller provides each regional entity with a preliminary estimate of the amount of STA monies to be allocated to it during the fiscal year (CCR Section 6720).
2. April 30 - Claimants file STA claims with SRTA (CCR Section 6732).
3. June - SRTA Board of Directors approves operator claims.
4. June 30 - SRTA conveys allocation resolution to the County Auditor (CCR Section 6752).
5. August 1 - State Controller provides each regional entity with a revised estimate of STA monies to be allocated to it during the fiscal year (CCR Section 6720).
6. September 30 - Each claimant submits the annual report of its operations to SRTA and the State Controller (PUC Section 99243).
7. December 31 - Each regional entity submits a fiscal audit report of its STAs for the fiscal year ending June 30 (CCR Section 6751).
8. Quarterly - State Controller allocates STA monies to the regional entities (CCR Section 6720).

Chapter 4.30 - BIKE & PEDESTRIAN CLAIMS

4.30.010 - PROGRAM OVERVIEW

A. This section describes the administration of SRTA's Article 3 non-motorized program to fund bicycle and pedestrian facilities. The program has two components distinguished by eligibility requirements. One program originates from a 2% "off the top" allocation of the Local Transportation Fund (LTF), called the 2% Non-Motorized Program, and is open to all areas in Shasta County. The other program is for non-motorized facilities that link to public transit in rural areas and also utilizes Transportation Development Act (TDA) funds. This is referred to as the Rural BLAST (Bike Lanes and Sidewalks to Transit) Program.

4.30.020 - PERMISSIBLE PROJECTS

A. Eligible agencies include any public agency authorized to develop and construct projects in public right-of-way in Shasta County including local and tribal governments. Eligible non-motorized projects include, but are not limited to, curbs, ADA access ramp projects, sidewalks, pedestrian ways, bikeways (Class I bicycle paths and Class II bicycle lanes), cycle tracks (protected bikeways), bike racks, bicycle storage, wayfinding signage, and bicycle information and safety education programs (PUC 99233.3 and 99234).

1. Upon completion, the 'GoShasta' Active Transportation Plan (ATP) shall include a coordinated program of non-motorized projects with projects within each jurisdiction. Project nominations shall be pulled from this plan.

4.30.030 - FUNDING DISCRETION

A. In exercising discretion over the non-motorized funding programs, SRTA may:

1. Obligate all available funds, partial funds, or no funds in a given program cycle. Unallocated funds may accumulate over more than one planning cycle for specific purposes.
2. Use funds for any TDA eligible use if no non-motorized needs are identified by the SRTA Board of Directors.
3. Choose to fund only project phases that can be completed in the fiscal year of the TDA budget to ensure timely use of funds and as a condition of funding allocations for future project phases.
4. Add funds to previously awarded projects for extenuating circumstances related to capital outlay. Cost overruns will generally be the responsibility of the recipient agency.

4.30.040 - CALL FOR PROJECTS

A. If sufficient funds are anticipated or have accumulated, SRTA will issue a request for non-motorized applications in the spring for the 2% Non-Motorized Program, the Rural BLAST Program, or both. Applications will be due to SRTA by a date specified on the request. Applicants are to use the form(s) provided in the request. An applicant may request funding from either the 2% Non-Motorized Program, the Rural BLAST Program, or both.

4.30.050 - PROJECT SELECTION

A. Applications will be evaluated based on the criteria below by a review team determined by SRTA. SRTA may request additional information prior to board of directors' approval. The SRTA Board of Directors will approve applications for funding. Project approval will coincide with approval of the TDA Budget.

1. SRTA has established criteria to analyze and evaluate applications for non-motorized transportation facilities (PUC Section 99401). The evaluation method for non-motorized projects is consistent with the way SRTA evaluates and prioritizes other components of the transportation system, such as arterial, highway, and transit projects. Transportation project priorities are established in planning documents like the Regional Transportation Plan (RTP) and programming documents such as the Regional Transportation Improvement Program (RTIP).

2. Evaluation criteria of applications are as follows:

4.30.060 - GENERAL INTENT

A. Due to the limited amount of funds available, these funds should not be used to augment agency staff time. The SRTA Board of Directors allocates other funds for these purposes. Likewise, SRTA will not charge cost to administer this program to the non-motorized fund.

4.30.070 - TWO-PERCENT NON-MOTORIZED PROGRAM

A. The purpose of the 2% Non-motorized Program is to fund new regional bike and pedestrian facilities not already required or programmed for funding.

4.30.080 - MINIMUM ELIGIBILITY REQUIREMENTS

A. The minimum eligibility requirements are as follows:

1. Eligible agencies will abide with all applicable federal and state regulations.
2. The project must conform to the RTP and be included in a jurisdiction's or regional agencies adopted non-motorized plan (21CCR 6651).
3. The project must conform to the general design criteria of the Streets and Highway Code (PUC Sec. 99401).
4. The project must meet Americans with Disabilities Act (ADA) standards.
5. The requested funds cannot be used to supplant existing programmed funds.
6. For cooperative projects, other sources of funding must be identified. Supporting documentation shall show that matching funds are committed.
7. Projects which are a required element of a larger capital improvement project or program are not eligible for funding.
8. No single agency may submit an application that requests more funds than the total available for that fiscal year.
9. Local agencies are generally responsible for all staff time which can be considered in-kind match.
10. Funding shall not be used to fully fund the salary of any one person (PUC Sections 99233.3).

4.30.090 - PROJECT SCORING CRITERIA

A. Project Scoring Criteria:

1. Local match - percentage share of local cash and future in-kind funds committed to the project.
2. Project support - documented agency resources and public support (e.g., sufficient resources including staff time committed to complete within the fiscal year; letters of support).
3. Leveraging - includes third-party support, (e.g., funds from other programs; funds a project component needed to effectively compete for a state or federal grant; unsuccessful grant applications).
4. Consistency with RTP - level of consistency with goals in current, adopted RTP and RTP implementation (e.g., is in, or connects to, a Strategic Growth Area; economic development; safety; connectivity; environmental justice).
5. Limitations - cost/size is such that the project would not effectively compete in state and federal grant programs.

4.30.100 - RURAL BLAST PROGRAM

A. Rural Blast Program:

1. The purpose of the Rural Blast Program is to promote connectivity to transit, consistent with the FTA 5311 program.

4.30.110 - MINIMUM ELIGIBILITY REQUIREMENTS

A. The minimum Eligibility Requirements are as follows:

1. Eligible agencies will abide with all applicable federal and state regulations.
2. The project must conform to the RTP and be included in a jurisdiction's or regional agencies adopted non-motorized plan (21CCR 6651).
3. The project must conform to the general design criteria of the Streets and Highway Code (PUC Sec. 99401).
4. The project must meet Americans with Disabilities Act (ADA) standards.
5. The requested funds cannot be used to supplant existing programmed funds.
6. For cooperative projects, other sources of funding must be identified. Supporting documentation shall show that matching funds are committed.
7. Projects which are a required element of a larger capital improvement project or program are not eligible for funding.
8. No single agency may submit an application that requests more funds than the total available for that fiscal year.
9. The project must serve the needs of rural (non-urban) communities as defined by the U.S. Census.
10. The project promotes connectivity to general public transit services.
11. The project includes a 10% match.

4.30.120 - CONTRACTING

A. Contracting:

1. Once projects have been approved by the SRTA Board of Directors, projects will be referenced in and attached to a local agency's sub-recipient cooperative agreement with SRTA.

4.30.130 - PROJECT MANAGEMENT AND DELIVERY

A. Project Management and Delivery:

1. Invoices will be paid on a reimbursement basis only for work completed. Local agencies will provide sufficient documentation to support any invoice, and, at a minimum, provide quarterly updates to SRTA in writing.

2. Local agencies will inform SRTA of project completion in writing. Unused funds will be made available for other non-motorized projects in the region.

Chapter 4.35 - TRANSIT OPERATOR CLAIMS

4.35.010 - INTRODUCTION

A. Claims may be filed annually (by April 30 of each year) with the TDA eligible transit operators under Article 4 for the following purposes (PUC Section 99260):

1. The support of public transportation systems.
2. Aid to public transportation research and demonstration projects.
3. Contributions for the construction of grade separation projects.

4.35.020 - ELIGIBLE EXPENSES

A. TDA monies claimed by public transit operators can be used for all purposes necessary and convenient to the development and operation of a public transportation system, including the following (PUC Section 99262):

1. Planning and contributions to the transportation planning process.
2. Acquisition of real property.
3. Construction of facilities and buildings.
4. Purchase and replacement of vehicles.
5. Systems operation.
6. Maintenance and repair.
7. Debt payment.

4.35.030 - CLAIM RESTRICTIONS

A. Claim Restrictions are as follows:

1. In order to qualify for TDA funds, an operator must maintain certain fare revenue to operating cost or fare revenue plus local support to operating cost ratios (see Chapter 3.10 of this handbook for definitions of fare revenue, local support, and operating cost) as established by PUC Sections 99268 through 99269 and 99270.1, depending on the characteristics of the operator and its service area.

2. Required Applicable Operator Ratio Requirement- If an operator fails to maintain the required ratio as described in #1, then the operator's eligibility to receive both LTF and STA funds shall be reduced during the subsequent penalty year by the amount of the difference between the level of fare revenues required to meet the specified ratio and the actual fare revenues for the

year the ratio was not achieved. The penalty year shall begin one-year after the end of the fiscal year during which the required ratio was not met (PUC Section 99268.9).

3. The fare revenue and local support ratios shall not apply to an extension of public transportation services until two years after the end of the fiscal year during which the extension of service was put into operation (PUC Section 99268.8). The fare revenues and operating costs attributable to new service extensions shall be excluded from the ratio determinations if the extensions meet the definitions of CCR Section 6619.1 and the conditions of CCR Section 6633.8.

4. No operator shall be eligible for funds if it routinely staffs a vehicle designed to be operated by one person with two or more persons (PUC Section 99264).

5. An operator shall be eligible for Article 4 funds only if the current cost of its retirement system is fully funded with respect to the officers and employees of its public transportation system, or if the operator is implementing a plan approved by the TPA (SRTA) which will fully fund the retirement system within 40 years (PUC Section 99271).

6. An operator that has a private pension plan shall be eligible for Article 4 funds only if it meets all of the requirements of PUC Sections 99272 and 99273.

7. The total amount of monies from the LTF and the STA that an operator or transit service claimant is eligible to receive during the fiscal year is determined by the provisions of CCR Section 6634 (fund eligibility). TDA-5 contains a worksheet to assist in determining maximum fund eligibility:

   This worksheet is intended to assist operators and transit service claimants in determining the maximum eligibility of operating funds from the LTF and STA, as defined in CCR Section 6634.

   a. Total Fiscal Year Projected Operating Costs.
   b. Subtract the amount of fare revenues required to meet the applicable fare box recovery ratio or the actual amount of fare revenue to be received during the fiscal year, whichever is greater.
   c. Subtract the amount of local support required to meet applicable fare revenue plus local support to operating cost ratio requirements.
   d. Subtract the amount of federal operating assistance to be received during the fiscal year.
   e. Subtract the amount to be received pursuant to a contract with a jurisdiction to which the operator provides service beyond its boundaries.
   f. The resulting difference equals the maximum amount of operating support from the LTF and STA the claimant is eligible to receive during the fiscal year.

8. An operator or transit service claimant shall spend monies received from the LTF or STA only in accordance with the terms and conditions of the allocations, as set forth in the LTF allocation instructions or STA allocation resolution. If unforeseen situations develop during the year such that the operator or transit service claimant cannot comply with the terms and conditions of

the allocations, the operator or transit service claimant shall request that SRTA consider a revised allocation instruction or resolution (CCR Section 6636).

a. In addition, if an operator or transit service claimant desires, in mid-year, to implement a new service which results in an increase (or decrease) of 15% or greater over the operating budget of the previously approved claim, then the claimant shall request a revised allocation before any expenses associated with the proposed service changes are incurred.

9. Any operator providing a charter service must meet the requirements of PUC Section 99250. Under these requirements, all charter bus services must contribute financially to the reduction of deficits incurred in the operation of scheduled bus service.

a. Charter bus service rates charged must equal the average of the three lowest current rates charged by private charter bus carrier actually operating charters originating in the same service area during the prior year, or they must be at least equal to the fully allocated cost of each charter operated.

b. These rates must be reviewed and adjusted not less than semiannually. However, if the operator determines that there is a public need that cannot be met otherwise, charter service may be provided to charitable or public service organizations at direct cost, not to exceed $10,000 or a total of 40 charter buses per year, whichever occurs first.

10. Each claim must include a certification completed within the last 13 months from the Department of the California Highway Patrol indicating that the operator is in compliance with Section 1808.1 of the California Vehicle Code. This section requires operators to participate in a pull notice system for obtaining current driver records from the Department of Motor Vehicles.

11. Transit operators are subject to the reduced transit fare and related eligibility requirements of PUC Sections 99155 and 99155.5. TDA-4 provides a sample statement certifying compliance with these requirements.

4.35.040 - CLAIM PROCESS

A. Claim process:

1. By April 30 (or last weekday of the month), any claimant wishing to receive funding for the ensuing fiscal year must submit a claim to SRTA, which must include the supplemental information as described in the following section.

4.35.050 - CLAIM FORMS AND REQUIRED INFORMATION

A. Claim forms and required information:

1. Each claimant shall complete the annual TDA claim form and the specified reporting forms and submit the claim along with the supplemental information as found in Appendix A. These forms are designed to assist the operators in meeting the various requirements of the TDA and to assist SRTA in meeting its administrative responsibilities.

2. In addition, all operators shall participate in the region wide performance improvement program through the Regional Short-Range Transit Plan process.

3. The claim checklist outlines supplemental information required as part of each claim. The items in the checklist are intended to meet the various requirements of the TDA.

4.35.060 - CLAIM REVISION OR AMENDMENT PROCESS

A. Claim revision or amendment process:

1. An operator may request a revision to an approved allocation when changes in circumstances warrant. An allocation revision is required when an operator wishes to increase the total TDA allocation, or to use the funds for a purpose other than the one for which they were allocated. For example, use of operating funds to support a capital project or any transfer of funds from operating or capital support into a capital reserve pursuant to CCR Section 6648 require approval by SRTA.

2. A request for an allocation revision or amendment should include information detailing the reason for the revision/amendment request (including a change in the operating and/or capital budgets) and a table comparing the old claim total and the new claim total. Changes in the capital program must be clearly identified.

4.35.070 - REPORTING REQUIREMENTS

A. Reporting requirements:

1. Each operator and transit service claimant are required to prepare an annual report of its operations in accordance with the uniform system of accounts and records adopted by the State Controller pursuant to PUC Section 99243.

2. Accurate and complete records shall be maintained and all such fiscal, and accounting records, and supporting papers shall be retained for a minimum of four years following the close of the fiscal year of expenditure. The annual report must be submitted to SRTA and the State Controller within 90 days after the end of the fiscal year. The annual report shall include (CCR Section 6637):

    a. The amount of revenue generated from each source and its application for the preceding fiscal year.

b. The data necessary to determine whether the operator is in compliance with PUC Sections 99268.1, 99268.2, 99268.3, 99268.4, 99268.5, and 99268.9 (fare box recovery requirements).
c. The financial data reporting forms specified by the State Controller for the annual report.
d. The nonfinancial operating data described in the federal "Uniform System of Accounts and Records and Reporting Systems," January 1977. The claimant shall report the nonfinancial operating data on the forms specified by the State Controller.
e. A supplement including an estimate of revenues to be generated from each source and its proposed application for the next fiscal year.

3. The State Controller shall instruct the County Auditor to withhold payments from the fund to any operator that has not submitted its annual report to the State Controller within 90 days after the close of the fiscal year (PUC Section 99243).

a. Each claimant is required to submit operating statistics to SRTA on a quarterly basis, no later than 90 days after the end of each quarter.
b. Each claimant receiving TDA funds is required to submit an annual certified fiscal audit conducted by an independent auditor. SRTA procures an independent auditor on behalf of the TDA recipients and will transmit the audits to the State Controller within 180 days after the end of the fiscal year (PUC Section 99245). It is the responsibility of the claimants to ensure that audits progress in a timely manner. Any delays in the audit require a request to SRTA for an extension of no more than 60 days.
c. A performance audit of each operator is required triennially. Similar to the annual fiscal audit, SRTA procures an independent third party to conduct the performance audit.
d. For an operator excluding the fare revenues and operator costs attributable to an extension of new services from the determination of its fare revenue and local support ratios, described under Claim Restrictions #3, a report must be submitted to SRTA within 90 days after the end of the fiscal year.

4. The report shall include, but not be limited to, the following (CCR Section 6633.8(c)):

a. A description of the area served, and the routes or portions of routes included.
b. The amount of fare revenues generated by the extension and the method used to derive that amount.
c. The amount of the operating cost for the extension and the method used to allocate costs between the extension of service and the claimant's other services.

4.35.080 - TIMETABLE

A. Timetable:

1. The following is a timetable which lists the key dates of the cycle of preparing claims, allocating monies, and preparing final reports. References to the appropriate PUC Section and CCR Section sections are included:

a. February 1 - County Auditor provides estimate of LTF monies available for the ensuing fiscal year to SRTA (CCR Section 6620).
b. February - SRTA Board of Directors approves the annual apportionments available for allocation (CCR Section 6644) and advises prospective claimants.
c. April 30 - Claims are due to SRTA (CCR Section 6630). Claimants are to use the claim forms, use the check-off list provided, and include it as part the claim package as found in Appendix A.
d. June - SRTA Board of Directors reviews and approves the claims.
e. June 30 - SRTA conveys initial allocation instructions for the next fiscal year to County Auditor pending receipts of signed board resolutions from the transit agencies (CCR Section 6659).
f. June 30 - SRTA transmits fiscal audit for fiscal year ending the previous June 30 to the State Controller (CCR Section 6662).
g. September 1 - SRTA transmits a schedule of performance audits to be submitted during the fiscal year and a list of all operators or claimants who operated or commenced operations during the prior fiscal year to the California Department of Transportation (CCR Section 6664.5).
h. September 30 - Non-transit claimants submit expenditure reports to State Controller (CCR Section 6665).
i. September 30 - Claimants submit reports on extension of service to SRTA (CCR Section 6633.8).
j. September 30 - SRTA submits the annual State Controller's Report (CCR Section 6660).
k. December 31 - SRTA submits, on behalf all claimants, the certified fiscal audit for the fiscal year ending June 30 (unless granted a 90-day extension) to SRTA and the State Controller (PUC Section 99245).
l. Monthly - County auditor reports status of fund to SRTA.
m. Triennially - SRTA submits the performance audits to the California Department of Transportation (CCR Section 6662.5) for all operators of transit service and for SRTA for planning functions.

Chapter 4.40 - COMMUNITY TRANSIT SERVICE CLAIMS

4.40.010 - INTRODUCTION

A. Introduction:

1. The legislature has provided for the use of up to 5% of the annual LTF funds for community transit services, which include services for those such as the disabled, who cannot use conventional transit services. Eligible claimants are cities, counties, public transit operators, and consolidated transportation service agencies.

2. CCR Section 6644 provides that the maximum available for claims filed under Article 4.5 shall be 5% of the sum of the apportionments of the areas of all operators remaining after subtracting any amounts allocated pursuant to PUC Sections 99233.4, 99233.5, and 99233.6.

The amount available for Article 4 claims is that amount remaining after the adjustment for the proportion made available for Article 4.5 allocations.

3. Article 4.5 claims may be filed SRTA by a city, a county, an operator, or a CTSA, to provide "community transit services" which are defined as transportation services which link intra-community origins and destinations. However, community transit services can be provided by private operators (e.g., taxicab companies) under contract with a public agency on a competitive bidding basis.

4.40.020 - REQUIREMENTS

A. The SRTA Board of Directors must find that a claim meets the following minimum requirements prior to approval of a claim (PUC Section 99275.5):

1. That the proposed community transit service is responding to a transportation need currently not being met in the community of the claimant.
2. The service links intra-community origins and destinations (PUC Section 99275b).
3. That the service shall be integrated with existing transit services, if appropriate.
4. That the claimant has prepared an estimate of revenues, operating costs, and patronage.
5. That the claimant is in conformance with the requirements of PUC Sections 99155 and 99155.5 relating to the honoring of specified identification cards by operators offering reduced fares for seniors and the disabled and other eligibility requirements.
6. In addition to the requirements of PUC Section 99275.5, claimants are encouraged to enter into a formal competitive bidding process in choosing to provide service through a contract operator as authorized by PUC Section 99277.
7. The proposed community transit service meets the performance criteria adopted by SRTA as found in Section 4.40.040.

4.40.030 - PERFORMANCE CRITERIA

A. Performance criteria:

1. SRTA shall establish performance criteria or goals (Board Policy).

4.40.040 - ARTICLE 4.5 DISTRIBUTION FORMULA

A. Article 4.5 Distribution Formula:

1. In order to include the CTSA in the fund distribution process, a maximum of up to 5% of the total available will be set aside to support claims by the CTSA. The CTSA claim is to include a work program to be reviewed by SRTA and the other Article 4.5 claimants. Any remaining amount will be apportioned pursuant to PUC Section 99233.7 and shall be allocated to the transit service area.

4.40.050 - BOARD-ADOPTED PRIORITIES

A. In view of the limited funds available under the Article 4.5 program, the SRTA Board of Directors has adopted the following priorities (Board Policy) for the allocation of Article 4.5 funds:

1. The Article 4.5 program is intended to serve those population groups that cannot use conventional, fixed-route transit services, primarily persons with disabilities as defined by the Americans with Disabilities Act (ADA). Service to persons such as the nondisabled elderly should be provided only when capacity is available. TDA Article 4 funds are the more appropriate source of support for general public transit services.

2. Priority shall be given to providing accessible curb-to-curb services to all communities within the urbanized area, based on fund availability, prior to the expansion of the level of service within the existing service areas.

3. Additional services proposed within areas currently served by another operator will be considered only on the basis of fund availability and a clear demonstration of unmet needs.

4.40.060 - CLAIM CONTENT

A. Claim Content:

1. Community transit service claims are to be filed in the same manner as Article 4 transit operator claims following the claim timetable outlined in Chapter 4.15. Community transit service claims should include all of the information listed in the checklist. (Board Policy)

4.40.070 - REPORTING REQUIREMENTS

A. Reporting Requirements:

1. Each transit service claimant is required to submit an annual certified fiscal audit to SRTA and the State Controller within 180 days after the end of the fiscal year, pursuant to PUC Section 99245.

2. Each transit service claimant is required to submit an annual report of its operations, consistent with the Uniform System of Accounts, to SRTA and the State Controller within 90 days after the end of the fiscal year.

3. Each transit claimant is required to submit operating statistics to SRTA on a quarterly basis. Reports are to be submitted on a quarterly basis that may include vehicle mileage, operating costs, number of complaints, number of trip denials, number of missed trips, number of CTSA passengers, number of frail and elderly passengers, and the total service hours.

4.40.080 - TIMETABLE

A. The following is a timetable which lists the key dates of the cycle of preparing claims, allocating monies, and preparing final reports. References to the appropriate regulations' sections are included:

1. February 1 - County Auditor provides estimate of LTF monies available for the ensuing fiscal year to SRTA (CCR Section 6620). February SRTA Board of Directors approves the annual apportionments available for allocation (CCR Section 6644) and advises prospective claimants.
2. April 30 - Claims are due to SRTA (CCR Section 6630). Claimants are encouraged to review the updates to the claim forms, use the check-off list provided, and include it as part the claim package.
3. June - SRTA Board of Directors reviews and approves the claims.
4. June 30 - SRTA conveys initial allocation instructions for the next fiscal year to County Auditor pending receipts of signed board resolutions from the transit agencies (CCR Section 6659).
5. June 30 - Claimant transmits fiscal audit for fiscal year ending the previous June 30 to the State Controller (CCR Section 6662).
6. September 30 - SRTA submits the annual State Controller's Report (CCR Section 6660).
7. December 31 - Claimant submits the certified fiscal audit for fiscal year ending June 30 (unless granted a 90-day extension) to SRTA and the State Controller (PUC Section 99245).
8. Monthly - County Auditor reports status of fund to SRTA.

Chapter 4.45 - STREETS AND ROADS CLAIMS

4.45.010 - INTRODUCTION

A. Introduction:

1. TDA regulations require that transit needs be funded before any claims for streets and roads. This section summarizes claims for projects under special provisions of the TDA. Special provision claims generally refer to Article 8 claims for local street and road improvements. Article 8 claims are subject to the unmet needs process as found in Chapter 4.135.

4.45.020 - ELIGIBLE PROJECTS

A. Eligible Projects:

1. Street and road projects eligible for LTF include those that are "necessary or convenient to the development, construction, and maintenance of the cities or county's streets or highway network, including planning, acquisition of real property and construction of facilities and buildings." (PUC Section 99402)

4.45.030 - ELIGIBILITY REQUIREMENTS

A. Eligibility Requirements:

1. 50% Funding Limitation - Notwithstanding exceptions in PUC Section 99400, LTF allocated under Article 8 cannot represent more than 50% of the amount required to meet the city or county's total proposed expenditures for the project in the year. Capital expenses, however, are exempt from this 50% limitation requirement. SRTA may allocate the total amount budgeted for the project's capital expenses if the project is consistent with the RTP (PUC Section 99405 (a) and (b)).

2. Regional Transportation Plan - TDA funds can only be allocated to projects that are in conformity with the RTP (CCR Section 6651) prepared by SRTA.

4.45.040 - DOCUMENTATION WHEN SUBMITTING CLAIM

A. When submitting claims for other projects, the claimant must submit the following to SRTA:

1. Claim forms (Board Policy).
2. Required supporting documentation (Board Policy).

4.45.050 - REPORTING REQUIREMENTS

A. All street and road claimants are required to submit:

1. An annual certified fiscal audit to SRTA and to the State Controller within 180 days after the close of the fiscal year (PUC Section 99245). Upon written request with justification, SRTA may extend the deadline up to 90 days.

2. A report to the State Controller regarding the expenditure of funds received for projects within 90 days after the end of the fiscal year (CCR Section 6665).

Chapter 4.50 - MULTIMODAL TERMINAL CLAIMS

4.50.010 - MULTIMODAL TERMINAL CLAIMS

A. Multimodal Terminal Claims:

1. Multimodal transportation facilities include park and ride lots, transit centers, or other locations where passengers can transfer between modes. A city or county where there is no countywide transit district may file an LTF claim for the construction and maintenance of multimodal transportation terminals (PUC Section 99400.5). Each multimodal terminal claim

shall include the annual TDA claim form, a project description (including any feasibility, site analysis, or related studies which have been prepared and not previously submitted), and the estimated project cost and source(s) of funds. The funding request should cover work that is scheduled to begin in the fiscal year of the claim. Project construction costs should be documented. If the project is to be implemented in phases, include in the project description the estimated implementation dates and related costs for each phase (i.e., preliminary engineering, right-of-way acquisition, construction, etc.).

2. Claims may be submitted for planning or feasibility studies undertaken to develop new transit centers. In addition to an annual claim form, such claims must contain a work program describing the objectives and tasks of the study, and projected time frame of the study. The claim also must contain a budget breakdown showing both the sources and uses of funds required for the study. The budget should be submitted in table format listing the TDA and any other revenues anticipated for the project. Cost data should identify direct staff costs, support costs, and consultant costs, if any.

4.50.020 - REPORTING REQUIREMENTS

A. All multimodal facility claimants are required to submit:

1. An annual certified fiscal audit to SRTA and to the State Controller within 180 days after the close of the fiscal year (PUC Section 99245). Upon written request with justification, SRTA may extend the deadline up to 90 days.

2. A report to the State Controller regarding the expenditure of funds received for projects within 90 days after the end of the fiscal year (CCR Section 6665).

Chapter 4.55 - COUNTY AUDITOR'S RESPONSIBILITIES

4.55.010 - COUNTY AUDITOR'S RESPONSIBILITIES

A. The County Auditor in each county in the state is the designated trustee for that county's TDA funds. Prior to February 1 of each year, the County Auditor is required (CCR Section 6620) to furnish (SRTA) with an estimate of monies anticipated to be deposited in the LTF during the ensuing fiscal year.

B. The County Auditor also must provide an estimate of the TDA fund balance after all allocation instructions and payment schedules have been honored for the current fiscal year. Estimates include interest income for the ensuing fiscal year, as well as sales tax revenues.

C. Based on the estimates furnished by the County Auditor, SRTA apportions the funds available in conformance with priorities stated in the law (PUC Section 99233).

D. In addition to estimating TDA fund availability, the County Auditor also is responsible for maintaining accounting records for the fund and for disbursing TDA monies in accordance with allocation instructions received from SRTA. However, the County Auditor is to make no payment for any allocation instruction that is in conflict with the law but shall refer such matters to SRTA for resolution.

Chapter 4.60 - TDA CLAIM PROCESSING

(Amended 6-25-25)

4.60.010 - COST ALLOCATIONS

A. Cost allocations:

1. SRTA allocates TDA funds to the jurisdictions based on population (PUC Section 99231). The jurisdictions may agree on any method of dividing the costs of transit service between them (cost allocation method).

2. In 1993, the 20-Year Transit Development Plan for Shasta County was approved (Nelson/Nygaard). The primary purpose of this plan was to determine the appropriate levels of funding allocations to transit services and the optimal design of those services. A plan update was required in 1994 when the city of Shasta Lake was formed. (Board Policy)

4.60.020 - METHODS

A. Based on the 20-year plan, an 80% service hour and 20% population-based cost sharing method was adopted as the most equitable distribution of transit costs among claimants. The methodology was implemented on October 1, 1994, (Nelson/Nygaard 1994:7.10-7.20). The "unmet transit needs" and "reasonable to meet" definition was revised to incorporate this method (SCTPA 4-96).

B. The following are written instructions on how to prepare the TDA claims. TDA claims are prepared annually and are used to distribute revenue to the jurisdictions claiming funds (RABA, CTSA, the cities of Anderson, Redding and Shasta Lake, and the county of Shasta) (Board Policy):

1. Estimated Transit Funding Requirements - Determine the claimants' percentage of transit obligation. The amount of TDA and TDA capital required by RABA is calculated. The amount required to fund RABA is apportioned to the claimants based on the 80% service hour/20% population split. (Board Policy)

2. RABA Total Operating and Capital Costs Subject to "80/20" allocation - RABA costs are calculated using RABA's prior year State Controller Report. The total service hours are divided by the prior year costs to get the known cost per service hour. Adjustments are then made using known increases or decreases in RABA's costs. (Board Policy)

a. Service Hour and Population Split:

I. Population Factors are calculated using the current year ShastaSIM program.
II. Hours by jurisdiction are provided by RABA.
III. The allocation is based on the weighted share of population (20% population of the RABA service area) and service hour (80% service hour) for each claimant's service area.

Sample:

	PUC Section	Ref	Ref	Amount	Ref	Countywide Pop Service Area	Anderson	Redding	Shasta Lake	County
Transit Funding Requirements Under Article 4 and 8 and Non Motorized						**Budget**	**Budget**	**Budget**	**Budget**	**Budget**
80/20 Weighted Average Formula (To Determine RABA Funding)										
Population in RABA Service Area					9	118,284	10,361	91,207	10,128	6,588
Percent of RABA Service Area Population by Jurisdiction						100.00%	8.76%	77.11%	8.56%	5.57%
RABA Service Hours by Jurisdiction					10	139.00	4.05	121.05	5.28	8.62
Percent of Service Hours in each Jurisdiction						100.00%	2.91%	87.09%	3.80%	6.20%
Equals Weighted Average Share (80% Service/20% Population)					13	100.00%	4.09%	85.09%	4.75%	6.07%
Redding Area Bus Authority	99260a	11		4,521,904	13	4,521,904	184,946	3,847,688	214,790	274,480
2012-13 True up of Overpayment to RABA				(525,775)		(525,774)	(21,504)	(448,328)	(25,132)	(30,810)
Other Transit Obligations:										
TDA Administration	99260a				14	32,000	3,000	3,000	3,000	23,000
Burney Express for Operating	99260a				14	120,000				120,000
Total Transit Obligations Filed Under Article 4 and 8						**4,148,130**	**166,442**	**3,402,360**	**192,658**	**386,670**

3. Use of Federal Funds for Transit Obligation -

a. The transit obligation is calculated from the estimated revenues and distributed to the claimants based on their apportionment. Federal 5307 revenue (urban only - Cities of Redding, Anderson, and Shasta Lake) is factored in and apportioned based on the urban population. Federal 5311 revenue (rural only) is available to the county and is factored into the county's apportionment. The amount required from each claimant is deducted from the total available resources for each claimant (based on 80/20).

4. Federal Revenue -

a. Federal Transit Administration (FTA) Section 5307 formula funds are applied for by RABA for general operating assistance and capital. Funds are paid directly to RABA and apportioned to the cities based on the urban area population in each jurisdiction.

b. The county applies for Section 5311 funds for rural areas along with other eligible applicants. 5311 funds are based on a set allocation from the California State Controller.

Sample:

Citywide Population as of 1/1/14					9	111,696	10,361	91,207	10,128	
Percent of Population by Jurisdiction						100.00%	9.28%	81.66%	9.07%	
Federal Transit Administration Formula Funds (to be subtracted from transit requirements)										
Less :										
FTA 5307 Operating Apportionment (Cities only) (Maximum of $750,000)		7		750,000	12	750,000	69,571	612,423	68,006	
FTA 5311 Operating Apportionment (County only) (Maximum of $405,000) estimate for 2014-15		8		386,670		386,670				386,670
Net SRTA Transit/Non-motorized Distribution Required (Line 13 less Lines 19 and 20)						**3,011,460**	**96,871**	**2,789,937**	**124,652**	**(0)**

5. Estimating STA Revenue –
    a. The annual STA estimate is provided by the State Controller's Office. STA funds may only be used to fund public transportation.
    b. SRTA will apportion population-based estimated STA funds annually as follows (Board Policy):
        i. Step 1: SRTA will apportion regional STA funds for informational purposes only based on each eligible jurisdiction's population.
        ii. Step 2: All STA funds will be provide directly to the Redding Area Bus Authority (RABA) for the approved fiscal year in accordance with the TDA payment instructions approved by the SRTA Board of Directors.
    c. It is the intent of SRTA to apportion the full amount of estimated STA funds annually as payments are made by the California State Controller Office. In a fiscal year where the State Controller Office allocations differ from the estimates, the difference will be included in a true-up after those figures are audited.
    d. In the event a jurisdiction elects to leave the joint-powers agreement for the operation of the Redding Area Bus Authority, SRTA would reevaluate the need for any changes to the allocation of all TDA funds, consistent with TDA policies at that time.

6. Estimating LTF Revenue

    a. LTF Revenue is based on an annual estimate from the County Auditor.

7. "Off-the-Top" Allocations

    a. Bicycle and Pedestrian (2%) (Board Policy), CTSA (5%), TDA administration (no limit), and eligible planning functions (3%) SRTA is not eligible for the (3%) can be deducted from the estimated LTF revenue "off-the-top" before funds are allocated to the cities and county. The net amount after these deductions is apportioned to the jurisdictions by population.

8. LTF Apportionment

    a. Step 1: LTF revenue is apportioned to the cities of Anderson, Redding, Shasta Lake, and the county of Shasta by population based on the California Department of Finance's E-1 Population estimate for the prior year. (Board Policy)

    b. Step 2: The claimant's population is divided by the total countywide.

Sample:

Countywide Population as of 1/1/14				9	179,412	10,361	91,207	10,128	67,716					
Percent of Population by Jurisdiction					100.00%	5.77%	50.84%	5.65%	37.74%					
STA Estimate by County-wide Population (Maximum Available)				19	1,026,114	59,258	521,642	57,925	387,289					
State Transit Assistance-					Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	
State Transit Assistance- Current Year Estimate and County may not exceed required amount (line 25)		1	1,026,114		1,026,114	59,258	521,642	57,925	387,289					
State Transit Assistance- 6/30/13 True-up (Prior County Reserve)			380,337		380,337				380,337					
Total STA Available					1,406,451	59,258	521,642	57,925	767,626					
Excess STA Held by SRTA					(36,469)	(33,592)	0	(2,877)						
Allocation of County STA Spillover to Cities (Line 29)					0	71,206	626,816	69,604	(767,626)					
STA Applied to Transit Obligation					**1,406,451**	**96,871**	**1,148,458**	**124,652**	**0**	**0**	**0**	**0**	**0**	
Local Transportation Fund					Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	
Local Transportation Fund- Current Year Estimate		5	6,887,294											
Local Transportation Fund (LTF) for Other Purposes	99233.1,3,7		2,6,3,4		685,855					226,242	326,392		133,221	
Local Transportation Fund (LTF) Available for Distributions (Line 25 Population)				12	6,201,439	358,132	3,152,602	350,078	2,340,628					
(Transit Obligation Remaining to be Paid from LTF) Available for Streets & Roads (line 21 less line 31)					(1,641,479)	0	(1,641,479)	0	0					
Holdback LTF at 2 for 1 (Line 30) for rural non-motorized program					0	(37,104)	(326,626)	(36,270)				400,000		
Local Transportation Fund- 6/30/13 True-up		17	15 456,216		456,216	39,989	278,914	27,654	44,800	64,859				
Total LTF available for Article 4 transit; and Article 8 streets and roads, bike and ped and transit. (Line 40 less Line 41)					**5,702,031**	**361,016**	**1,463,412**	**341,462**	**2,385,428**	**291,101**	**326,392**	**400,000**	**133,221**	
Total Distributions Lines 21 and 42					**8,713,491**	**457,888**	**4,253,348**	**466,115**	**2,385,427**	**291,101**	**326,392**	**400,000**	**133,221**	

Chapter 4.65 - TRANSIT PERFORMANCE IMPROVEMENT RECOMMENDATIONS

4.65.010 - INTRODUCTION

A. Pursuant to the provisions of PUC Section 99244, SRTA is responsible for identifying and recommending potential performance improvements that can lower the operating costs of Article 4 transit operators. The recommendations for improvements shall include, but not be limited to, those recommendations related to productivity made in the triennial performance audit pursuant to PUC Section 99246.

B. PUC Section 99244 further requires that prior to determining the allocations of TDA funds to an operator for the next fiscal year; SRTA must review and evaluate the efforts made by the operator to implement any recommended improvements made prior to the current fiscal year.

C. If a determination is made that an operator has not made a reasonable effort to implement the recommended improvements, then SRTA shall not approve the allocation of TDA funds to an operator for the support of its public transportation system for the next fiscal year in any amount which exceeds the allocation to the operator for such purposes for the current fiscal year.

4.65.020 - EFFORTS TO IMPROVE PRODUCTIVITY

A. The following are the performance improvement recommendations to be implemented by each Article 4 claimant. As a part of the annual unmet needs process, SRTA will describe the efforts made by each transit agency to implement the respective recommendations:

1. Transportation Performance Improvement Recommendations:

a. Performance improvement is best measured over a multiyear timeframe that focuses on longer term trends. In order to measure multiyear improvements, performance recommendations for fixed-route and demand-response operators are divided into two categories: (1) performance improvement recommendations, and (2) performance audit recommendations. Each claimant will be required to provide timely base statistical information to SRTA so that SRTA can determine if reasonable effort was made to implement the recommendations.

2. Each performance measurement and corresponding recommendation is discussed below.

3. Performance Measures (PUC Sections 99246 and 99247) - Each claimant will have six performance categories, progress toward which will be measured based on actual data ending with the last month of the most recent calendar year, or more recent data should it become available. SRTA will annually evaluate performance in terms of progress made toward achieving improvement. SRTA may also require that progress be tracked as part of a short-range transit plan. These categories and performance measures are as follows:

   a. Operating Cost per Passenger: Improve service efficiency for the last 12 quarters as a whole based on available data.

   b. Operating Cost per Service Hour: Improve service efficiency for the last 12 quarters as a whole based on available data. Evaluation will include administrative costs, maintenance costs and maintenance program effectiveness. Both fixed and variable are to be considered.

   c. Passengers per Service Hour: Improve passenger productivity for the last 12 as quarters as a whole based on available data.

   d. Passengers per Service Mile: Improve passenger productivity for the last 12 quarters as a whole based on available data.

   e. Service Hours per Employee: Improve labor productivity for the last 12 quarters as a whole based on available data. Both fixed and variable costs are to be considered.

   f. Fare Box Recovery: Meet or exceed the minimum SRTA targets for fare box recovery ratio listed in their final TDA claim for the last four quarters of available data.
   And by SRTA Board of Directors Policy:

   g. Communications: Operator information to the public.

   h. Customer Satisfaction: Reliability, vehicle cleanliness, route directness, travel speed, missed trips, vandalism, and safety.

   i. Conformance with the Regional Transportation Plan.

B. Performance Audit Recommendations - Each claimant will work toward the implementation of the latest performance audit recommendations. As part of each operator's TDA claim, a summary shall be provided on the following items (Board Policy):

   1. A discussion of the work undertaken to implement each recommendation during the current fiscal year.

2. A short discussion of any problems encountered in implementing individual recommendations and the success or failure of implemented recommendations in improving transit productivity.

3. Consideration is given to recognize uncontrollable circumstances when making recommendations.

   The form TDA-4 is used to report productivity improvements.

C. Efforts to Improve Productivity

1. In addition to implementing the performance audit recommendations through discussions with SRTA, each claimant shall indicate specific areas where special efforts will be made to help cover costs and/or increase ridership. These efforts will be summarized by SRTA for fixed-route and demand-response and be included as part of the TDA claims for the next fiscal year. (Board Policy)

4.65.030 - TIMETABLE

A. Timetable:

1. First Monday of November of each year - Transit operators shall submit the above-mentioned documentation to the agency and documentation on current and planned measures to meet performance requirements. Transit operators may submit self-determined findings and recommendations. (Board Policy)

2. November and December - Agency staff shall identify, analyze, and recommend potential productivity improvements. Agency staff may request additional information from transit operators during this time. When the proposed recommendations have been formalized, then agency staff will submit the proposed recommendations to the transit operators for their review.

3. January and February - Agency staff will formulate recommendations concerning productivity improvements to be considered by agency during their February meeting.

4. April 30 - During claim submittal, each operator or transit claimant shall submit a report of progress on SRTA recommendations (if any) on the TDA-4 form. Information provided on the form shall include (Board Policy):

   a. A discussion of the work undertaken to implement each recommendation during the current fiscal year.

b. A short discussion of any problems encountered in implementing individual recommendations, and the success or failure of implemented recommendations in improving transit productivity.

c. Next steps the operator or transit claimant will take in continuing to implement the recommendation.

5. If the SRTA Board of Directors determines that the operator has not made a reasonable effort to implement the recommended improvements, SRTA shall not approve the allocation to the operator for the support of its public transportation system for the next fiscal year, which exceeds the allocation to the operator for such purposes for the current fiscal year. (Board Policy)

Chapter 4.70 - FISCAL AUDIT REQUIREMENTS

4.70.010 - FISCAL AUDIT REQUIREMENTS

A. PUC Section 99245 requires that each claimant receiving TDA funds must forward an annual fiscal and compliance audit conducted by an independent auditor to SRTA within 180 days of fiscal year end, unless granted a 90-day extension by Caltrans. This audit requirement has been made more specific in relation to the minimum tasks to be undertaken to determine compliance. The more specific audit requirements are detailed in CCR Sections 6664, 6666, and 6667. Excerpts from these sections are included below for information.

"The audit shall be conducted in accordance with generally accepted auditing standards of the claimant's financial statements for the fiscal year which shall be prepared in accordance with generally accepted accounting principles. The audit also shall be directed toward obtaining knowledge of the claimant's compliance or noncompliance with the TDA, and the auditor shall perform the tasks specified in CCR Sections 6666 or 6667, whichever is appropriate.

The audit shall include, with the financial statements for the fiscal year that is the subject of the audit, the corresponding amounts from the claimant's audited financial statements for the fiscal year prior to the year that is the subject of the audit.

The audit report shall include a certification of compliance with the TDA. The certification shall take the form of a statement that the funds allocated to and received by the claimant pursuant to the TDA were, with any exceptions specifically noted, expended in conformance with the applicable statutes, rules, and regulations of the TDA and the allocation instructions and resolution of the transportation planning agency.

An unqualified negative statement (e.g., 'no violation of the law was brought to our attention') shall not be accepted. The certification may take the form of negative assurance, however, if it

makes reference to the performance by the independent auditor of each of the tasks specified in CCR Sections 6666 or 6667.

The minimum required tasks in conducting the compliance portion of a non-transit claimant audit are as follows:

1. Determine whether the funds received by the claimant pursuant to the TDA were expended in conformance with those sections of the TDA specifying the qualifying purposes, including PUC Section 99402 for streets and roads claimants and PUC Section 99233.3 for claimants under the section for pedestrian and bicycle facilities.

2. Determine whether the funds received by the claimant pursuant to the TDA were expended in conformance with the applicable rules, regulations, and procedures of the transportation planning agency and in compliance with the allocation instructions.

3. Determine whether interest earned on funds received by the claimant pursuant to the TDA were expended only for those purposes for which the funds were allocated, in accordance with PUC Section 99301.

4. The minimum required tasks in conducting the compliance portion of a transit claimant audit are as follows:

    a. Determine whether the claimant was an entity eligible to receive the funds allocated to it. This determination should be made with reference to the section of the TDA under which the funds were allocated and to the definitions in Article 1 of the TDA.
    b. Determine whether the claimant is maintaining its accounts and records on an enterprise fund basis and is otherwise in compliance with the uniform system of accounts and records adopted by the State Controller pursuant to PUC Section 99243.
    c. Determine whether the funds received by the claimant pursuant to the TDA were expended in conformance with those sections of the TDA specifying the qualifying purposes, including PUC Sections 99262 and 99263 for operators receiving funds under Article 4, PUC Sections 99275, 99275.5, and 99277 for Article 4.5 claimants, and PUC Sections 99400(c), 99400(d), and 99400(e) for Article 8 claimants for service provided under contract.
    d. Determine whether the funds received by the claimant pursuant to the TDA were expended in conformance with the applicable rules, regulations, and procedures of the transportation planning agency and in compliance with the allocation instructions and resolutions.
    e. Determine whether interest earned on funds received by the claimant pursuant to the TDA were expended only for those purposes for which the funds were allocated, in accordance with PUC Sections 99234.1, 99301, 99301.5, and 99301.6.
    f. Verify the amount of the claimant's operation cost (as defined by CCR Section 6611.1) for the fiscal year, the amount of fare revenues required to meet the ratios specified in CCR Sections 6633.2 and 6633.5, and the amount of the sum of fare revenues and local support required to meet the ratios specified in CCR Section 6633.2.

g. Verify the amount of the claimant's actual fare revenues (as defined by CCR Section 6611.2 and by PUC Section 99205.7) for the fiscal year.
h. Verify the amount of the claimant's actual local support (as defined by CCR Section 6611.3) for the fiscal year.
i. Verify the maximum amount the claimant was eligible to receive under the TDA during the fiscal year in accordance with CCR Sections 6634 and 6649.
j. Verify, if applicable, the amount of the operator's expenditures limitation in accordance with CCR Section 6633.1.
k. In the case of an operator, determine whether the operator's employee retirement system or private pension plan is in conformance with the provisions of PUC Sections 99271, 99272, and 99273.
l. In the case of an operator, determine whether the operator has had a certification by the Department of California Highway Patrol that the operator is in compliance with Section 1808.1 of the California Vehicle Code, as required in PUC Section 99251.
m. In the case of an operator, verify, if applicable, its STA eligibility pursuant to PUC Section 99314.6.
n. In the case of a claimant for community transit services, determine whether it is in compliance with PUC Sections 99155 and 99155.5.

B. In addition to the required audits of all claimants, CCR Sections 6661 and 6751 require the County Auditor to submit an annual fiscal audit of the LTF and STA funds held in that county within 180 days after the end of the fiscal year to the local TPA. If all agencies so agree, these audit reports may be conducted by the same auditor and be submitted together in the same audit report. The requirements related to the content of these audits are detailed in CCR Sections 6661 and 6751.

Chapter 4.75 - PERFORMANCE AUDITS

4.75.010 - CRITERIA FOR PERFORMANCE AUDITS

A. PUC Section 99246 requires that a performance audit of each operator that has operated its public transportation for one-year or longer be submitted triennially, pursuant to a schedule established by the transportation planning agency, transit development board, or county transportation commission having jurisdiction over the operator.

B. In addition, CCR Section 6664.5 requires that no operator shall be eligible for an allocation under Article 4 until the required performance audit report has been transmitted to SRTA applicable). PUC Section 99246 provides the following guidance regarding performance auditing:

1. The performance audit shall evaluate the efficiency, effectiveness, and economy of the operation of the entity being audited.

2. The performance audit shall be conducted in accordance with the efficiency, economy, and program results portions of the Comptroller General's "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions."

3. The performance audit shall include, but not be limited to, a verification of the operator's:

    a. Operating cost per passenger - meaning the operating cost divided by the total passengers.
    b. Operating cost per vehicle service hour - meaning the operating cost divided by the vehicle service hours.
    c. Passengers per vehicle service hour - meaning the total passengers divided by the vehicle service hours.
    d. Passengers per vehicle service mile - meaning the total passengers divided by the vehicle service miles.
    e. Vehicle service hours per employee - meaning the total vehicle service hours divided by the full-time equivalent of employees or contractor's employees.

4. The following definitions apply:

    a. "Total passengers" means the number of boarding passengers, whether revenue producing or not, carried by the public transportation system.
    b. "Transit vehicle" means a vehicle, including, but not limited to, one operated on rails or tracks, which is used for public transportation services funded, in whole or in part, under this chapter.
    c. "Vehicle service hours" means the total number of hours that each transit vehicle is in revenue service, including layover time.
    d. "Vehicle service miles" means the total number of miles that each transit vehicle is in revenue service.
    e. "Vehicle service hours per employee" means the vehicle service hours divided by the number of employees or contractor's employees.

5. The performance audit shall include, but not be limited to:

    a. The consideration of the needs and types of the passengers being served.
    b. The employment of part-time drivers.
    c. The contracting with common carriers or persons operating under a franchise or license to provide services during peak hours (PUC Section 99260.2(a)).

6. The performance audit may include performance evaluations both for the entire system and for the system excluding special, new, or expanded services instituted to test public transportation service growth potential.

7. The transportation planning agency, county transportation commission, or transit development board, as the case may be, shall certify in writing to the director of transportation that the performance audit of operators located in the area under its jurisdiction has been completed.

4.75.020 - REPORTING RESULTS

A. After completion of the audit field work, the auditors will submit a report to the SRTA Board of Directors. The findings and recommendations of the report should propose specific actions for implementation for improved efficiency and effectiveness. In subsequent annual TDA claims, the operator is required to comment on efforts made each year to implement performance audit recommendations.

4.75.030 - SRTA REVIEW AND ACTION

A. SRTA staff will analyze the various audit reports to determine:

1. If there is a pattern among the findings and recommendations for different operators.
2. If there are incidents of inefficiencies or ineffectiveness.
3. If there are areas of noncompliance with state laws or the adopted RTP.

Chapter 4.80 - STATE CONTROLLER DIVISION OF LOCAL GOVERNMENT FISCAL AFFAIRS-TRANSIT OPERATORS

4.80.010 - STATE CONTROLLER DIVISION OF LOCAL GOVERNMENT FISCAL AFFAIRS - TRANSIT OPERATORS

A. The system of accounting herein described shall be used by all public agencies engaged in the operation of a public transit system in the state of California, hereinafter referred to as operator. This includes a California city, a California county, a California special district, and a public entity, agency, board, etc., as defined in Government Code Section 12463.1. The system is prescribed to comply with Government Code Section 53891 and PUC Section 99243. Following is the text of PUC Section 99243:

1. The State Controller, in cooperation with the department and the operators, shall design and adopt a uniform system of accounts and records, from which the operators shall prepare and submit annual reports of their operation to the transportation planning agencies having jurisdiction over them and to the State Controller within 120 days of the end of the fiscal year. Annual reports submitted for the 1979-1980 and subsequent fiscal years shall be audited reports.

   The report shall specify:

   a. The amount of revenue generated from each source and its application for the prior fiscal year, and

b. The data necessary to determine which section, with respect to PUC Sections 99268.1, 99268.2, 99268.3, 99268.4, 99268.5, and 99268.9, the operator is required to be in compliance with in order to be eligible for funds under this article.

2. As a non-audited supplement to the annual audited report prepared pursuant to subdivision, each operator shall include an estimate of the amount of revenues to be generated from each source and its proposed application for the next fiscal year.

3. The State Controller shall instruct the County Auditor to withhold payments from the fund to any operator which has not submitted its annual report to the State Controller within the time specified by subdivision (a).

4. In establishing the uniform system of accounts and records, the State Controller shall include the data required by the United States Department of Transportation and Caltrans.

5. The uniform system of accounts and records shall be implemented no later than July 1, 1978.

Chapter 4.85 - FUND BALANCE

4.85.010 - FUND BALANCE

A. Generally, a fund balance is unspent TDA money with the fiscal year. There are several different types of fund balances.

4.85.020 - RESERVED FUNDS

A. Jurisdictions may claim LTF for a capital project that will either take a while to get started or will be on-going for a few years. In response to such a claim, SRTA can reserve money in the LTF for future payment to the claimant for that project (CCR Section 6648). Reserve funds shall be held by the County Auditor.

B. SRTA must provide a separate allocation instruction so that the County Auditor knows to reserve part of a jurisdiction's apportionment in the fund for this purpose. SRTA must issue separate allocation instructions to authorize payment of these reserved funds.

C. Money reserved in prior fiscal years can only be paid to the jurisdiction to which they were allocated and only for the specific capital project for which they were reserved. Money reserved in the current fiscal year may be reallocated and paid to the jurisdiction that reserved it for any eligible expenditure in the same fiscal year by amending the allocation instruction.

D. LTF capital project reserves that are not authorized for payment within three years cease to be allocated or reserved. This money may be reallocated to the same claimant for the same purpose,

to the same claimant for a different purpose or to a different claimant within the same jurisdiction. At least 30 days before the end of any three-year reserve period, SRTA provides written notice to the claimant specifying the date on which the monies cease to be allocated or reserved. In addition, at any time within the three-year period, SRTA, with the consent of the claimant, may change the allocation of the reserved money. This money is then available to the same claimant for a different purpose.

4.85.030 - UNALLOCATED APPORTIONMENTS

A. SRTA may allocate less than the total amount apportioned to a jurisdiction. The amount that is not allocated is called an "unallocated apportionment." A jurisdiction might end up with an unallocated apportionment if SRTA does not allocate funds as claimed because:

1. The claimant has not met its fare box recovery ratio for two consecutive years.
2. The claimant did not spend its total LTF or STA Fund payments from the previous year and has accumulated a "local fund balance."
3. The jurisdiction did not file a claim, or the claim did not meet all requirements.
4. The jurisdiction did not claim its entire allocation. SRTA must hold the unallocated apportionment in the LTF for future allocation to that jurisdiction. It cannot be reapportioned to another jurisdiction (CCR Section 6655.1).

4.85.040 - UNRESTRICTED FUND BALANCES

A. LTF and STA allocations are based on the amount that the SRTA expects to receive from the state in the coming fiscal year. An unrestricted fund balance is a balance of funds in the TDA account managed by SRTA that accrues due to money received from the state that is in excess of what the County Auditor estimated would be received nor allocated or retained as an unallocated apportionment (CCR Section 6620). As a result, this money has not been allocated (i.e., claimed by any jurisdiction), because it was not made available in the findings of apportionment.

B. As a result, the unallocated fund balance is added to the Findings of Apportionment in the coming year (CCR Section 6655.5). When the estimate of LTF for the coming year is due in February, the County Auditor has a sense of what the county's unallocated fund balance will be from the current year. The exact amount is not known, because the auditor only has two quarterly payments from the state, not all four, by the time the coming year estimate is due. The auditor, however, adds the estimated unallocated fund balance from the current year to the amount to be apportioned in the coming fiscal year.

4.85.050 - LOCAL FUND BALANCES

A. The last type of fund balance is the balance that a jurisdiction might have in its own transit accounts. This is money that the jurisdiction claimed in previous years that SRTA authorized for payment that has not yet been spent on the purpose for which it was allocated.

B. Technically, local fund balances should not become significantly large. First of all, a jurisdiction's claim is based upon the project budget submitted with the claim. As such, the jurisdiction is stating that it has a way to spend the funds it is claiming. Secondly, a jurisdiction's annual fiscal audit reveals the balance in each jurisdiction's account. A jurisdiction must deduct its local fund balance from future year claims. For example, if a city or county has a $100,000 local fund balance for transit operations, it must account for this when filing its next claim. The claim form asks jurisdictions to subtract local fund balances and SRTA checks this information against the information reported in the annual fiscal audit. The claimant may still claim all its apportionment, but for other purposes, such as a capital project, bicycle/pedestrian project, or street and road project. The money may also sit with a County Auditor as an unallocated apportionment (described above).

4.85.060 - LOCAL FUND BALANCE ACCOUNTING

A. A jurisdiction must track its local fund balances by the purposes for which they were claimed. Any payments made to the jurisdiction for transit operations must be kept separate from payments made for transit capital. More specifically, any payments made under Article 8c (e.g., when a city claims for a county) must be tracked separately from any payments made under Article 4 (e.g., payments made for the system the city operates.) (Board Policy)

B. Similarly, money received for bike and pedestrian projects must be accounted for independently from other TDA money received. Money received for street and road projects must also be tracked separately. For capital projects, money shall be accounted for by project. Once allocated for a purpose, the jurisdiction must spend that allocation for that purpose. For example, a fund balance that has accrued in the transit capital budget cannot be spent on transit operations. (Board Policy)

Chapter 4.90 - CLAIM REVISIONS

4.90.010 - CLAIM REVISIONS

A. SRTA is responsible for establishing the claim process in the county of Shasta and the process for revising claims. There are a few reasons why a jurisdiction might need to revise its claim:

1. The Findings of Apportionment are revised.
2. A jurisdiction wants to switch around its allocations.
3. A jurisdiction wants to claim its unallocated apportionment.
4. A jurisdiction wants to change a capital reserve.

Chapter 4.95 - REVISED FINDING OF APPORTIONMENT

4.95.010 - REVISED FINDING OF APPORTIONMENT

A. Findings of Apportionment are issued by March 1 of each year. The Findings can change for several reasons. SRTA might ask jurisdictions to revise their claims as a more accurate estimate is developed. It is very common that claims need to be revised for this reason.

Chapter 4.100 - SWITCHING ALLOCATIONS

4.100.010 - SWITCHING ALLOCATIONS

A. A jurisdiction may wish to switch their allocation. For example, a jurisdiction claimed $100,000 under Article 8a for a bicycle/pedestrian project. If, at some point during the course of the year, it is decided that the $100,000 claimed for the bike project is not needed, the jurisdiction can file an amended claim to move the money to an Article 4 operations or capital claim or to another Article 8 claim.

B. Similarly, if a claimant files for transit operating and capital under Article 4 and finds during the course of the year that it needs less for capital and more for operating than it had anticipated, it could file an amended claim to switch the money from its capital fund to its operating fund. The same process holds true for money left over in a jurisdiction's account after the close of the fiscal year. If toward the end of the year, a jurisdiction realizes that it will have a fund balance of $100,000 for, say, transit capital, it can either subtract that amount from its claim for the coming fiscal year, or it can revise its claim to use it for another purpose, such as transit operations, streets and roads, etc. (Board Policy)

Chapter 4.105 - CLAIMING AN UNALLOCATED APPORTIONMENT

4.105.010 - CLAIMING AN UNALLOCATED APPORTIONMENT

A. If a jurisdiction has an unallocated apportionment, it can file a revised claim during the course of the year to obtain this money if a need arises. (Board Policy)

Chapter 4.110 - CHANGING THE PURPOSE OF RESERVED FUNDS

4.110.010 - CHANGING THE PURPOSE OF RESERVED FUNDS

A. As explained above, funds can be reserved for a capital project for a three-year period. If during the three years, a jurisdiction realizes the capital project will not be completed as planned, it can revise its claim for this money. It can claim it for another capital project or another purpose. If the jurisdiction has not spent the money during the three years, it may submit a revised claim to reserve the money for the same capital project, a different capital project or a different purpose.

Chapter 4.115 - OPEN

4.115.010 - OPEN

Chapter 4.120 - METHODOLOGY TO CALCULATE INFLATION

4.120.010 - METHODOLOGY TO CALCULATE INFLATION

A. The Consumer Price Index (CPI) measures the average change in the prices paid for goods and services. The CPI is used to adjust changes in price and inflation. A formula must be determined for the adjustment calculation. Usually this is directly proportional to the % change in the CPI between two specified time periods. (Board Policy)

B. Consumer Price Index," as applied to an operator, is the regional Consumer Price Index for that operator's region, as published by the United States Bureau of Labor Statistics. If a regional index is not published, the index for the State of California applies.

Chapter 4.125 - OPEN

4.125.-010 – OPEN

Chapter 4.130 - OPEN

4.130.010 - OPEN

Chapter 4.135 - UNMET NEEDS

4.135.010 - BACKGROUND

A. TDA statutes provide that jurisdictions in Shasta County may use their LTF apportionments for streets and roads purposes if it is found by SRTA that they have no unmet transit needs that are reasonable to meet. Unmet transit needs are identified through an annual evaluation process overseen by SRTA and the SSTAC. The annual unmet needs process shall be conducted subject to the requirements of PUC Sections 99401.5 and 99401.6. SRTA must do the following:

1. Ensure that the size and location of groups likely to be dependent on transit, adequacy of existing services, and potential alternative services and service improvements that could meet all or part of the travel demand are considered.

2. Review, consider, coordinate, and integrate to the fullest extent possible, the annual unmet needs process with the short-range planning process when applicable. Short-range transit plans are five-year plans. The annual unmet transit needs process and short-range planning process shall coordinate recommendations so that needs brought up in SSTAC meetings and during the unmet needs public participation process can be studied and evaluated by staff or others as part of overall regional transit planning.

3. Hold a public hearing to receive testimony on unmet needs.

4. Evaluate requests for unmet transit needs with the adopted definition for "unmet transit needs" and "reasonable to meet." Refer to SRTA Resolution No. 00-21 for the agency's definitions of "unmet transit need" and "reasonable to meet." They are also provided below in Sections 4.135.030 and 4.135.040.

5. Adopt findings documenting unmet transit needs and allocate funds to address reasonable to meet transit needs.

4.135.020 - PROCEDURES

A. The following procedure shall be used annually to determine the unmet needs of claimant agencies of the TDA. These procedures outline the general timeline for conducting the specific requests delineated in PUC Section 99401 *et seq*.

1. January through March - SRTA shall collect public input on unmet transit needs via surveys, social media advertising, and other outreach methods to inform the development of the Transit Needs Assessment and unmet needs recommendations.

2. March - The SSTAC will consider comments, draft responses and make its own recommendation to the SRTA Board of Directors which may, or may not, agree with the staff recommendation. SSTAC make one of the possible findings:

   a. There are no unmet transit needs.

b. There are no unmet transit needs that are reasonable to meet.
c. There are unmet transit needs, including needs that are reasonable to meet.

3. April - SRTA shall hold a public hearing for the purpose of determining potential unmet transit needs. This hearing will be advertised with at least 72 hours advanced notice and will be held in April.

4. April or May - Based on feedback collected in step 1, SRTA staff identifies, and forwards potential unmet transit needs to the transit providers, which should be evaluated immediately or in the next short-range transit plan as staff time and resources permit. SRTA staff will also prepare responses to comments received from the public hearing and distribute them to claimant agencies for review and response.

5. May - SRTA staff prepares an analysis of unmet transit needs identified in the annual review to determine if they are reasonable to meet using the criteria in SRTA Resolution 00-21. An important consideration is the ability of the service to maintain the required fare box recovery ratio that is required of the transit operator(s) under all applicable TDA statutes.

6. May - SRTA staff will consider comments, transit analysis and make its own recommendation to the SRTA Board of Directors which may, or may not, agree with the SSTAC recommendation. SRTA staff will make one of the possible findings:

   a. There are no unmet transit needs.
   b. There are no unmet transit needs that are reasonable to meet.
   c. There are unmet transit needs, including needs that are reasonable to meet.

7. June - All unmet needs comments, responses, any claimant recommendations and the SSTAC recommendation will be presented to the SRTA Board of Directors for consideration.

8. June - The final transit claims and findings regarding unmet transit needs for the upcoming year will be documented with a SRTA resolution.

9. June - Documentation of the unmet needs' findings will be forwarded to Caltrans.

4.135.030 - DEFINITION OF UNMET TRANSIT NEEDS

A. Unmet Transit Needs: An "unmet transit need" under TDA shall be found to exist only under the following conditions:

1. A population group in the proposed transit service area has been defined and located which has no reliable, affordable, or accessible transportation for necessary trips. The size and location of the group must be such that a service to meet their needs is feasible within the definition of "reasonable to meet" as set forth below.

2. Necessary trips are defined as those trips which are required for the maintenance of life, education, access to social service programs, health, and physical and mental well-being, including trips which serve employment purposes.

3. Unmet transit needs specifically include:

    a. Transit or specialized transportation needs identified in the transit system's Americans with Disabilities Act, paratransit plan or short-range transit plan which are not yet implemented or funded.
    b. Transit or specialized transportation needs identified by the SSTAC and confirmed by SRTA through testimony or reports which are not yet implemented or funded.

4. Unmet transit needs specifically exclude:

    a. Minor operational improvements or changes, involving issues such as bus stops, schedules and minor route changes.
    b. Improvements funded or scheduled for implementation in the following fiscal year.
    c. Trips for any purpose outside of Shasta County, in accordance with PUC Section 99220(b).
    d. Primary and secondary school transportation.

4.135.040 - DEFINITION OF REASONABLE TO MEET

A. Reasonable to Meet: An identified unmet transit need shall be found "reasonable to meet" only under the following conditions:

1. It has been demonstrated to the satisfaction of the Agency that transit service adequate to meet the unmet need can be operated with a minimum fare box recovery of 20% in urbanized areas and 10% in non-urbanized areas. Where anticipated fare box revenue from proposed services does not meet these minimum requirements, the following exceptions may apply as determined by the SRTA Board of Directors:

    a. Transit services that are funded entirely with grants.
    b. Transit services that are funded entirely by a local agency at that agency's discretion.
    c. Urban transit services that represent a critical or essential service, as determined by the SRTA Board of Directors, providing such services do not result in fare box penalties for the transit system as a whole.
    d. Pilot projects and new services for up to two years.
    e. When a transit service primarily serves urban areas but also includes non-urban areas, a pro-rated fare box recovery standard based on the ratio of urban and non-urban in-service transit vehicle miles may be used.

2. It must also have been demonstrated that the unsubsidized portion of operating costs can be recovered by fare revenues as defined in the State Controller's Uniform System of Accounts

and Records. The "Cost Allocation Method" in Section 4.145.010 is the method to be used for determining fare box ratio.

a. Transit service subsidy maximums may be determined on an individual route or service area, or an individual proposed route or service area, basis.

3. The proposed expenditure of TDA funds required to support the transit service does not exceed the authorized allocation of the claimant, consistent with PUC Sections 99230-99231.2 and CCR Sections 6649 and 6655.

   a. The fact that an identified need cannot fully be met based on available resources, however, shall not be the sole reason for finding that a transit need is not reasonable to meet.

4. The proposed expenditure shall not be used to support or establish a service in direct competition with an existing private service, or to provide 24-hour service.

5. Where transit service is to be jointly funded by two or more of the local claimant jurisdictions, it shall be demonstrated to the satisfaction of SRTA that the resulting inter-agency cost sharing is equitable. In determining if the required funding equity has been achieved SRTA may consider, but is not limited to considering, whether or not the proposed cost sharing formula is acceptable to the affected claimants.

6. Transit services designed or intended to address an unmet transit need shall, in all cases, be coordinated with transit services currently provided, either publicly or privately. The following factors shall not be used in the determination of reasonable to meet:

   a. A determination of needs that are reasonable to meet shall not be made by comparing unmet transit needs with the need for streets and roads.
   b. If an identified unmet transit need that is also identified in the short-range transit plan is met or in the process of being met (ex. It appears in the transit operator's budget), then it is dropped from further consideration. If the need is not met, but is considered not reasonable to meet, it will be reevaluated in future years until it is determined that it is no longer an unmet transit need.

Chapter 4.140 - OPEN

4.140.010 - OPEN

Chapter 4.145 - LOANS TO OTHER GOVERNMENTS

(SRTA ADOPTED FEBRUARY 26, 2013)

4.145.010 - LOANS TO OTHER GOVERNMENTS

A. The agency is permitted to loan funds to claimants for operating and capital from a one-million dollar ($1,000,000) established designation of funds.
B. The designated funds are to be held as local transportation funds in a bank in SRTA's name.
C. Loans shall require a board-approved formal agreement between the agency and the local agency.
D. Lending activity shall be reported to the board on a periodic basis.
E. The maximum loan balance to any claimant shall not exceed one million dollars ($1,000,000).
F. Loans will only be authorized for transit purposes that have been approved by the board of directors.
G. Loans shall generally not exceed one year in length, with specific terms outlined in the formal agreement.
H. SRTA may deduct future revenues distributed by the agency to ensure loans are repaid in a timely manner.
I. SRTA may advance funds for in-house capital projects subject to Board approval and without a specified repayment schedule.

Chapter 4.150 - CALCULATION OF FARE BOX RECOVERY RATIO

4.150.010 - CALCULATION OF FARE BOX RECOVERY RATIO

A. Transit systems receiving TDA funding are required to maintain a certain expense to revenue ratio, known as the "fare box recovery ratio." The ratio standards are different, depending upon various factors such as whether the service area has a population of over 50,000 residents, and the type of service provided, such as demand-responsive, or fixed route public transportation.

B. Calculating the Fare Box Recovery Ratio - The formula for calculating the fare box ratio is total fare revenue and local funds divided by the total cost of transit operations (less certain exclusions). The general category of revenue for purposes of calculating fare box ratio includes fare revenue, local funds, and specialized service. Fare Revenue includes:

    1. Passenger Fares for Transit Services - Full adult, senior, student, child, disabled, special and reduced.
    2. Special Transit Fares - includes guaranteed revenues collected by an organization for rides given along special routes.
    3. School Bus Service - collected from schools.
    4. Local funds include:
        a. Auxiliary Transportation Revenues;
        b. Taxes Levied Directly by Transit System;

c. Local Cash Grants and Reimbursements - General Operating Assistance;
d. Local Special Fare Assistance;
e. Subsidy from Other Sectors of Operation;
f. Any non-federal or non-state grant;
g. Advertising; and
h. Tax revenues imposed by a local transportation authority.

5. Specialized Service includes:

   a. Local Special Fare Assistance - subsidies collected from local governments to help offset the difference between full adult fares and special reduced fares.
   b. Subsidy from Other Sector of Operation - funds collected from non-transit sectors to help cover transit system costs.

6. Operating costs include the following items for purposes of calculating the fare box ratio of a transit system. These categories along with their account numbers are taken from the *State Controller's Transit Reporting Guidelines.*

   a. Labor (Account No. 501.000) Pay and allowances due employees in exchange for the labor services they render on behalf of the transit system.
   b. Operators Salaries and Wages (Account No. 501.010) Pay and allowances due for the labor of employees of the operator who are classified as revenue vehicle operators or crewmen.
   c. Other Salaries and Wages (Account No. 501.020) Allowances for the labor of employees of the transit system who are not classified as revenue vehicle operators or crewmen.
   d. Fringe Benefits (Account No. 502.000) Payments or accruals to others on behalf of an employee: insurance companies, government, and payments directly to an employee for something other than the performance of work.
   e. Services (Account No. 503.000) Labor and other work provided by outside organizations for fees and related expenses. Includes management service fees, professional and technical services, temporary help, and contract maintenance services.
   f. Materials and Supplies (Account No. 504.000).
   g. Fuel and Lubricants (Account No. 504.010) Tangible products obtained from outside suppliers, such as gasoline, diesel fuel, propane, lubricating oil.
   h. Tires and Tubes (Account No. 504.020) Includes freight in, purchase discounts, cost discounts, sales taxes, excise taxes. Also includes lease payments for tires and tubes rented on a time period or mileage basis, or the replacement costs of tires and tubes on vehicles.
   i. Other Material and Supplies (Account No. 504.990).

7. Costs of tangible products obtained from outside suppliers or manufactured internally for which there is not another account provided. Include taxes and freight:

   a. Utilities (Account No. 505.000) Payments for electricity, gas, water, telephone.

b. Casualty and Liability Costs (Account No. 506.000) Costs covering protection of the operator from loss through insurance programs, compensation to others for their losses due to acts for which the transit system is liable. Do not include cost of repairing damaged property.
c. Taxes (Account No. 507.000) Taxes levied against the transit operator by the federal, state, and local governments such as sales and excise taxes on fuels and lubricants.
d. Purchased Transportation Service (Account No. 508.000) Payments or accrual to other transit systems for providing transportation service. Include an amount equal to the fare revenues that are retained by the service provider that are not reported in Passenger Fare for Transit.
e. Service (Account 508).
f. Miscellaneous Expense (Account No. 509.000) Costs for which a specific account is not provided.
g. Expense Transfers (Account 510.000) Reporting adjustments and reclassification of expenses previously recorded.
h. Interest Expense (Account No. 511) Charges for the use of borrowed capital incurred by the transit operator. (Interest payments on construction debt should be capitalized and not reported on this line.)
i. Leases and Rentals - Payments for the use of capital assets not owned by the operator.

8. Operating costs are to exclude depreciation and amortization, charter service costs and vehicle lease costs. The costs of providing ride-sharing services are also excluded.

9. If fare revenues are insufficient to meet the applicable ratio of fare revenues to operating cost required by this article, an operator may satisfy that requirement by supplementing its fare revenues with local funds.

4.150.020 - TDA STANDARDS FOR FARE BOX RECOVERY RATIOS

A. For fixed route public transportation systems, operating in urbanized areas with a population over 50,000, the TDA requires a fare box ratio of 20%. This ratio applies except in the following circumstances:

1. In counties with less than 500,000 residents (such as the county of Shasta), SRTA may reduce the blended fare box ratio requirement to 15% after providing proper justification (CCR Section 6633.2 and 6645).

2. The service area is both rural and urban. In this instance the ratio can be set between 10% and 20%. A methodology to derive the “blended” ratio must be developed by SRTA and submitted to the California Department of Transportation for approval.

3. An extension and new service is exempt from the fare box ratio for two years after the end of the fiscal year when the extension was made. “Extension and new service” includes additions

of geographical areas or route miles, more frequent service, new hours of service, new days of service or new type of service (van, taxi, or bus).

4. Waivers for labor disputes - if there have been two separate work stoppages for 15 days or longer, and one of the stoppages was not caused by a labor dispute with the operator.

5. The additional operating costs required to provide comparable complementary paratransit service as required by Section 37.121 of Title 49 of the Code of Federal Regulations, pursuant to the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), as identified in the operator's paratransit plan pursuant to Section 37.139 of Title 49 of the Code of Federal Regulations that exceed the operator's costs required to provide comparable complementary paratransit service in the prior year as adjusted by the Consumer Price Index.

6. Cost increases beyond the change in the Consumer Price Index for all of the following:

    a. Fuel.
    b. Alternative fuel programs.
    c. Power, including electricity.
    d. Insurance premiums and payments in settlement of claims arising out of the operator's liability.
    e. State and federal mandates.

7. Startup costs for new services for a period of not more than two years.

8. The exclusion of costs from the definition of operating costs in subdivision (a) applies solely for the purpose of this article and does not authorize an operator to report an operating cost other than as defined in subdivision (a) of Section 99247 or a ratio of fare revenue to operating cost other than as that ratio is described elsewhere in this article, to any of the following entities:

    a. The Controller pursuant to Section 99243.
    b. The entity conducting the fiscal audit pursuant to Section 99245.
    c. The entity conducting the performance audit pursuant to Section 99246.

9. For fixed route transit operators established after 1978-79, serving in rural areas (population less than 50,000) the TDA requires a fare box ratio of 10%.

10. Transit services operated exclusively for elderly and disabled persons are required by TDA to achieve a fare box ratio of 10%. General public dial-a-ride service is subject to a 10% rural, or a 20% urban, fare box requirement.

4.150.030 - FARE BOX RATIOS REQUIRED BY SRTA

A. SRTA has approved a reduced blended fare box ratio of 15% for RABA operations. All other services are subject to TDA standards for fare box recovery ratios. (Board Policy) SRTA has ensured that the following factors have been considered in the transportation planning process in lowering the fare box recovery ratio:

   1. The size and density of the urban area in which the services to the general public are provided.

   2. The proportion of the operator's ridership, which is transit dependent, including elderly, disabled and low-income patrons, as appropriate.

   3. The Board may retroactively approve any fare box ratios. (Board Policy)

4.150.040 - FAILURE TO MEET FARE BOX RATIO

A. If a claimant fails to meet their fare box ratio for a fiscal year, its TDA funding level will be reduced by the amount of required revenues that was not maintained. There is a grace year if this is the first time the claimant has failed to meet the fare box requirement.

B. Otherwise, after the non-compliance year, the next fiscal year is called the determination year." This is followed by the "penalty" fiscal year when funds are withheld in an amount equal to the deficit that occurred in the non-compliance year.

4.150.050 - APPENDIX A

A. The purpose of the SRTA reporting system is to provide a basic set of financial and operational data for use by the SRTA in the monitoring, planning, and coordination of transit operations in Shasta County. SRTA is responsible for the approval of claims for TDA funds from transit operators within Shasta County, and the subsequent allocation of these funds among the claimants.

   To effectively execute these responsibilities, SRTA requires the financial and operational data to be submitted in this set of reporting forms. In addition, much of the financial and operational data to be submitted also may be useful to transit management in monitoring and planning both transit operations and capital projects.

   To facilitate the reporting of certain financial data, the operating revenue and expense items on the related financial forms under the SRTA reporting system are consistent with the revenue and expense accounts included and defined under the State Controller's Uniform System of Accounts for Public Transit Operators. This system provides the basis for the reporting of operating revenues and expenses for the annual report to the State Controller. Therefore, much of the prior year information reported in the annual State Controller report can simply be transferred to the related forms under the SRTA reporting system. Also, the definitions of the revenue and expense

items to be reported can be derived from the State Controller's Uniform System of Accounts for Public Transit Operators.

B. Forms and Procedures - The SRTA reporting system consists of both financial, performance, and operational reporting elements. These forms are submitted on an annual basis as part of the TDA Claim submittal to SRTA.

1. Financial Reporting - consists of the following:

    a. Revenue and expenditures for operations and capital projects for the prior, current, and ensuing fiscal years.
    b. The status of capital projects as to funds received and spent, by source.
    c. An analysis of significant budget increases proposed for the ensuing fiscal year.

2. The purposes of the financial information are:

    a. To enable SRTA to analyze the sources and applications of funds for operations and capital projects for the prior, current, and ensuing fiscal year.
    b. To meet statutory reporting requirements in the filing of TDA claims.
    c. To provide information with which to monitor the efforts made by each operator to implement the productivity improvement recommendations and performance audit report.
    d. To enable SRTA (and the operator) to monitor the progress or status of each capital project proposed or undertaken to date.

3. SRTA may revise claim forms as necessary. Revisions to claim forms do not require Board of Directors approval.

Transportation Development Act Claims Checklist

ITEM	Claimant	Attached	On File
1) The Local Transportation Fund (LTF) & State Transit Assistance (STA) Fund Annual Project & Expenditure Plan (TDA -1)	All Claimants	_____	N/A
2) The SRTA TDA Claim (TDA-2)	All Claimants	_____	N/A
3) The Statement of Conformance (TDA-3) (with attached documentation)	All Claimants	_____	N/A
4) The Productivity Improvement Progress Report (TDA-4)	Claimants for transit service	_____	N/A
5) Fund Eligibility Worksheet (TDA-5)	All Claimants	_____	N/A
6) Statement of projected or estimated revenues and expenditures for the current fiscal year	Claimants for transit service	_____	N/A
7) Adopted or proposed budget for the fiscal year (include TDA-6 if necessary)	Claimants for transit service	_____	N/A
8) Signed copy of transit service contract	Claimants for transit service	_____	_____
9) Information establishing eligibility under efficiency criteria work sheet (TDA-7)	Claimants for transit service	_____	N/A
10) Copy of Ten Year Capital Plan	Claimants for transit service	_____	_____

LOCAL TRANSPORTATION FUND (LTF) AND STATE TRANSIT ASSISTANCE (STA) FUND

ANNUAL PROJECT AND EXPENDITURE PLAN

Claimant: _____ **Fiscal Year** _____

	SOURCE OF FUNDING						
	TDA - LTF		TDA - STA		Local Fund		
PROJECT TITLE	LTF $ Amount	PUC Article & Section	STA $ Amount	CCR Section	Balance	Other	TOTAL
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
TOTAL	-		-		-	-	-

Instructions:

1. Claimant should list types of activities (transit, bike and ped, streets and roads, etc.)

2. Claimant should determine under what fund source the activity is to be claimed under.

3. Claimant should determine under what article the activity is to be claimed under (please remember article priority).

4. RAPA JPA members need to consider the funding requirements of the JPA.

5. Transfer the information to the appropriate line on TDA-2 (LTF) depending on the funding source.

6. Allocations available are found on the SRTA TDA Allocations Worksheet.

SRTA TDA CLAIM

Claimant:_____ Fiscal Year:_____

TYPE OF CLAIM	STA	LTF	Federal
Carryover Balance of Unused Funds	$_____	$_____	
Carryover Balance of Unused Funds (FTA 5307)	$_____	$_____	$_____
Carryover Balance of Unused Funds (FTA 5311)	$ _____	$_____	$_____
Public Transportation (Article 4)	$_____	$_____	
Transit Administrative and Planning (Article 6.5)	$_____	$_____	N/A_____
Community Transportation (Article 4.5)	$_____	$_____	
Public Transportation Service Contract (Article 8)	$_____	$_____	
Multimodal Trans. Terminals (Article 8)	$_____	$_____	
Streets and Roads (Article 8)	$_____	$_____	
Bicycle/Pedestrian (Article 8)	$_____	$_____	
TOTAL	$_____	$_____	$_____

It is understood by this claimant that payment of the claim is subject to approval by SRTA, based on the availability of funds for distribution and the provision that claimed monies will be used only for those purposes for which the claim is approved and in accordance with the terms of the allocation instructions.

Further in signing this claim, the Chief Financial Officer of the claimant certifies that, to the best of his/her knowledge, the financial information contained herein is reasonable and accurate.

Authorized Representative:

_____
Signature

_____
Date

_____
Print/type name, title

TDA-2

Instructions for TDA-2:

1. After completing TDA-1, enter all LTF funded projects on the appropriate line.

2. Do not exceed the LTF allocation from the SRTA TDA Allocations Worksheet.

3. Unused funds from the prior year should be entered on the carryover line.

STATEMENT OF CONFORMANCE

The Statement of Conformance must be completed and signed by the submitting claimant's Administrative Officer or his/her designee.

The_____ hereby certifies that the

Transportation Development Act claim for the fiscal year_____

in the amount of $_____(LTF) and

in the amount of $_____(STA) for

a total amount of $_____conforms to the requirements of the

Transportation Development Act and applicable rules and regulations as specified in Attachment A.

CERTIFIED:

By:_____

Date:_____

TDA-3

STATEMENT OF CONFORMANCE
ATTACHMENT A
CONFORMANCE REQUIREMENTS FOR CLAIMANTS
Standard Assurances

1. 180 Day Certified Fiscal Audit (required for all claims)

   Claimant assures that it has submitted a satisfactory independent fiscal audit, with required certification, to SRTA and to the State Controller not more than 180 days after the end of the prior fiscal year. (Refer to PUC Section 99245, CCR Section 6664). (Attach prior audit).

2. 90 Day Annual State Controller Report (required for all transit claims*)*

   Claimant assures that it has submitted this report to the State Controller in conformance with the uniform system of accounts and records not more than 120 days after end of the prior fiscal year. (Refer to PUC Section 99243, CCR Section 6665). (Attach State Controller's Report).

3. Elderly/Disabled (required for all transit claims)

   Assurance that the transit operator in question is in compliance with PUC Section 99155 pertaining to reduced transit fares for elderly and disabled persons and Section 99155.5 pertaining to dial-a-ride and para-transit services.

4. Fare box Recovery Ratio Requirements (required for all transit claims)

   Claimant filing a claim for LTF or STA funds certifies that it will maintain for the project that ratio of fare revenues and local support to operating cost required under PUC Sections 99268.3, 99268.4, 99268.5(a), 99268.5(b), 99268.12, 99270.1, and 99270.2, as appropriate. (Refer to PUC Section 99268, CCR Section 6633.2) (Attach certification)

5. CHP Terminal Inspection (required for all transit claims)

   Claimant certifies that it has been certified by the Department of the California Highway Patrol within the last 13 months to be compliance with Section 1808.1 of the Vehicle Code. This section requires operators to participate in a pull notice system for obtaining current driver records from the Department of Motor Vehicles. (Refer to PUC Section 99251) (Attach inspection)

STATEMENT OF CONFORMANCE
ATTACHMENT A

6. Implementation of Productivity Improvements (required for all transit claims)

   Claimant certifies that the operator has made a reasonable effort to implement the productivity improvements recommended pursuant to PUC Section 99244. (Attach Productivity Improvement Report TDA-5)

7. Part-Time Employees (required for STA claims only)

   Claimant certifies that it is not precluded by any contract entered into on or after June 28, 1979, from employing part-time drivers or contracting with common carriers of persons operating under a franchise or license. Claimant further certifies that no person who was a full-time employee on June 28, 1979, shall have his/her employment terminated or his/her regular hours of employment, excluding overtime, reduced as a result of its employing part-time drivers or contracting with such common carriers. (Refer to PUC Section 99314.5(c)

8. Conformance with the Regional Transportation Plan (required for STA claims transit bike/ped and street-road claims)

   Claimant certifies that all of the purposes for claim expenditures are in conformance with the Regional Transportation Plan. (Refer to CCR Section 6754(a))

9. Full Use of Federal Funds (required for STA claims only)

   Claimant certifies that it is making full use of federal funds available under the Federal Transit Act. (Refer to CCR Section 6754(a))

10. Efficiency Standards (required for transit operator claimants claiming STA for operating purposes but may be suspended by the Legislature in certain years.

    Operators certify that it meets one of the following two efficiency standards (PUC Section Sec. 99314.6):

    a. Efficiency Standard 1: An operator's total operating cost per vehicle revenue hour for the most recent fiscal year must not exceed the prior year's operating cost per revenue vehicle hours, by a percentage greater than the percentage change in the CPI for the same period.

    b. Efficiency Standard 2: An operator's total operating cost per vehicle revenue hour for the most recent fiscal year must not exceed the average total operating cost per vehicle revenue

hour for the three prior years, increased by the average percentage change in the CPI for the same period. (Refer to PUC Section 99314.6)

11. Consistency with Bicycle Plan (required for bicycle claims only)

    Claimant certifies that all of the purposes for claim expenditures are in conformance with the city/or county bicycle plan.

12. Operating Budget (Article 4 claims only)

    Claimant certifies that its operating budget is not more than 15% greater than its previous year budget unless supported by documentation that substantiates such change. (Attach documentation)

13. Triennial Performance Audit (Article 4 claims required, for other claims it is voluntary, PUC Section 99248.)

    Claimant certifies that it has submitted the Triennial Performance Audit report to SRTA on a triennial basis. (Attach audit)

14. Drug and Alcohol-Free Workplace Requirements

    Claimant is in compliance with the requirements of the Federal Transit Administration (FTA) and/or Federal Highway Administration (FHWA) Drug and Alcohol Testing rules and provides a drug and alcohol-free workplace.

15. Americans with Disabilities Act (ADA)

    Claimant certifies that it complies with the Americans with Disabilities Act (ADA) which includes the following provisions:

    a. Prohibits discrimination against the disabled in hiring and employment;

    b. Prohibits discrimination in public transportation and requires public transit systems to provide the same level of public transportation service to individuals with disabilities as to those without disabilities using the same system;

    c. Prohibits discrimination against the disabled in public accommodations and in commercial facilities.

STATEMENT OF CONFORMANCE
ATTACHMENT A

Progress Report on SRTA Productivity Recommendations

1. List the recommendations provided in your last Triennial Performance Audit and your progress toward meeting them.

Recommendation	Implementation Status*

* Indicate whether the recommendation has been fully implemented, partially implemented, or not implemented.

2. For any recommendation in #1 above that has been fully implemented, describe the work your agency has undertaken to implement each performance audit recommendation.

3. For any recommendation in #1 above that has been partially implemented, describe the work your agency has undertaken to implement each performance audit recommendation and the steps it will take to fully implement the recommendation.

4. For any recommendation in #1 above that has not been implemented, explain why the recommendation has not been implemented and describe the work your agency will undertake to implement each performance audit recommendation.

5. Describe any problems encountered in implementing individual recommendations.

6. Indicate any areas where special efforts have been made in the last fiscal year to help cover costs and/or increase ridership for both fixed-route and demand responsive operations.

7. Indicate any areas where special efforts will be made in the next fiscal year to help cover costs and/or increase ridership for both fixed-route and demand responsive operations.

8. Describe the success or failure of implemented recommendations in improving transit productivity.

FUND ELIGIBILITY WORKSHEET

This worksheet is intended to assist operators and transit service claimants in determining the maximum eligibility of operating funds from the LTF and STA, as defined in CCR Section 6634.

1. Total FY Projected Operating Costs (less exclusions and exemptions). $_____

2. Subtract the amount of fare revenues required to meet the applicable fare box recovery ratio or the actual amount of fare revenue to be received during the fiscal year, whichever is greater. $_____

3. Subtract the amount of local support required to meet applicable fare revenue plus local support to operating cost ratio requirements. $_____

4. Subtract the amount of federal operating assistance to be received during the fiscal year. $_____

5. Subtract the amount to be received pursuant to a contract with a jurisdiction to which the operator provides service beyond its boundaries. $ _____

6. The resulting difference equals the maximum amount of operating support from the LTF and STA that the claimant is eligible to receive during the fiscal year. $_____

CCR Section 6634 also defines the maximum eligibility for funds from the LTF and STA for capital projects, rail passenger services, and grade separation projects. Claims under Article 4.5, PUC Sections 99260.7, or 99400.6 (express bus and van pool services) are eligible for LTF monies, for purposes other than operating costs, in an amount not to exceed actual expenditures for the purchase of buses or vans. CTSA's are also eligible for funds for the purpose of communications and data processing equipment essential to providing, consolidating, and coordinating social service transportation.

SERVICE CLAIM
PUBLIC TRANSPORTATION CLAIMS (ARTICLE 4)
JUSTIFICATION STATEMENT

CLAIMANT_____

Did the operating budget increase over 15% from the prior fiscal year?

☐ Yes ☐ No

If the answer is yes, please provide a statement identifying and substantiating the reason or need for the increase in excess of 15%. Identify substantial increases or decreases in the scope of operations or capital provisions for major new service.

Is there a major capital project planned for next year that will not be funded by federal grants?

☐ Yes ☐ No

If the answer is yes, please provide a statement identifying and substantiating the reason.

TDA-6

STA Eligibility Calculation

EFFICIENCY STANDARD 1 Based on One Year CPI-Adjusted Change in Cost per Revenue Hour		Preceding Audited Year FY 2010-11 Column B	Most Recent Audited Year FY 2011-12 Column A
1. Total operating cost			
2.			
3. Exclusions from operating cost			
4. Exclusion of new service operating cost			
5.	Allowable Exclusions Subtotal	$ -	$ -
6.			
7. Costs eligible for CPI adjustment			
8.	Change in Unadjusted Exclusions		
9.	Change in CPI		%
10.	Change Attributable to CPI		
11.	Allowable CPI-Adjusted Exclusion		
12.	Operating Cost net of Allowable Exclusions	$ -	
13. Adjusted Service Hours			
14.	Cost (net of Allowable Exclusions) per (Adjusted) Revenue Hour	$ -	$ -
15. **Efficiency Standard 1 Pass or Fail?**	CPI Inflated net Cost per Adj. Rev Hour		

EFFICIENCY STANDARD 2 Based on 3-Yr. Avg. CPI-Adjusted Change in Cost per Revenue Hour	Preceding Audited Year FY 2007-08 Column E	Preceding Audited Year FY 2008-09 Column D	Preceding Audited Year FY 2009-10 Column C	Preceding Audited Year FY 2010-11 Column B	Most Recent Audited Year FY 2011-12 Column A
16. Total operating cost				$ -	$ -
17.					
18.					
19. Exclusions from operating cost				$ -	$ -
20. Exclusion of new service operating cost				$ -	$ -
21. Allowable Exclusions Subtotal		$ -	$ -	$ -	$ -
22.					
23. Costs eligible for CPI adjustment				$ -	$ -
24. Change in Unadjusted Exclusions					
25. Change in CPI		%	%	%	%
26. Change Attributable to CPI					
27. Allowable CPI-Adjusted Exclusion					
28. Operating Cost net of Allowable Exclusions					
29. ADJUSTMENT TO REVENUE HOURS FOR NEW SERVICE					
30. Adjusted Service Hours				0	0
31. Cost (net of Allowable Exclusions) per (Adjusted) Revenue Hour		$ -	$ -	$ -	$ -
32. Average net Cost per Adj. Revenue Hour (Columns B, C & D)				$ -	
33. Average Change in CPI (Columns B, C & D)					
34. CPI Inflated Average net Cost per Adjusted Revenue Hour					
35. Average net Cost per Adjusted Revenue Hour (Columns A, B & C)					0
36. **Efficiency Standard 2 Pass or Fail?**					

I hereby attest to the reasonableness and accuracy of this information.

Signature: _____ Date: _____

Note: This standard may be suspended by the legislature in certain years

TDA-7

4.150.060 - APPENDIX B: QUESTIONS AND ANSWERS

This Appendix puts most of the topics covered in the handbook in a "question and answer" format to provide an additional way for handbook users to understand TDA.

Q. What is the Transportation Development Act?

A. The Transportation Development Act (TDA) provides state funding to local jurisdictions to improve existing public transportation and encourage regional public transportation coordination. Under certain circumstances, it also provides funding for bicycle and pedestrian projects and local street and road projects.

Q. Where can I get a copy of the TDA?

A. The full text of the Transportation Development Act is available in a Caltrans publication entitled Transportation Development Act - Statutes and California Code of Regulations as well as at its web site.

Q. What is the Local Transportation Fund (LTF)?

A. The TDA provides two major sources of funding, the Local Transportation Fund (LTF) and the State Transit Assistance (STA) Fund. The Local Transportation Fund is just what it says it is: a local fund into which the state deposits sales tax revenue to be used for transportation purposes defined by TDA. The county of Shasta is the "local" jurisdiction responsible for holding the fund. Revenue for the Local Transportation Fund (LTF) comes from ¼ cent of the state sales tax collected in Shasta County.

Q. What is the State Transit Assistance Fund (STA Fund)?

A. The STA Fund provides a second source of TDA funding. STA funds are generated from the statewide sales tax on motor vehicle fuel (diesel). Each year, during the state budget process, the State Legislature designates the amount of money available for STA. The formula allocates 50% on the county population compared to the statewide population and 50% on the amount of passenger fares and local support revenues collected by transit operators in the county compared to the amount collected by transit operators statewide. (These are called "revenue formula allocation" funds.)

Q. Why does the amount of LTF received by Shasta County vary from year to year?

A. Because sales tax revenues are generally higher in time of economic boom and lower in times of recession, LTF revenues deposited in the county fund vary from year to year.

Q. Why does the amount of LTF apportioned to a jurisdiction vary from year to year?

A. The LTF apportionment varies depending on the amount of sales tax revenues estimated to be received in the county during the coming fiscal year, the amount actually received in the current fiscal year compared to the county's prior-year estimate, and the relative portion of a jurisdiction's population to the rest of the jurisdictions in Shasta County.

Q. How does SRTA determine how much LTF a jurisdiction gets each year?

A. Step 1: Each January the County Auditor estimates the amount of LTF revenue the county should receive in the coming year based on economic forecast and past experience.

Step 2: To this, the County Auditor adds the estimated "unallocated fund balance" from the current year.

Step 3: SRTA takes the total estimate and subtracts any money that must come "off the top" to pay for other TDA funding priorities.

Step 4: SRTA apportions the remaining amount to the jurisdictions based on the relative portion of each jurisdiction's population.

Q. What are the "Findings of Apportionment?"

A. The amounts of LTF and STA apportioned to each jurisdiction for the coming fiscal year are called the "Findings of Apportionment."

Q. Why does SRTA sometimes have to revise the apportionments?

A. SRTA will update the apportionment if the county revises its estimate of the amount of LTF that will be received in the coming year. SRTA also updates the apportionment if the population figures released by the Department of Finance in May of each year vary from the population figures used in January and February to make the initial apportionment.

Q. How does SRTA determine how much STA Funds a jurisdiction gets each year?

A. The population formula apportionment funds received by the county of Shasta are apportioned by population. The revenue apportionment funds received by the county of Shasta is apportioned to those jurisdictions that file their TDA claims as "transit operators."

Q. Does SRTA have to allocate a jurisdiction's total apportionment?

A. No. SRTA may allocate an amount less than a jurisdiction's apportionment. The amount that is not allocated is called an "unallocated apportionment." SRTA must hold the unallocated apportionment in the TDA Trust Fund for future allocation to that jurisdiction. It cannot be reapportioned to another jurisdiction.

Q. Can money apportioned to one jurisdiction be allocated to another jurisdiction?

A. No. Once money is apportioned to a jurisdiction, it can only be claimed by that jurisdiction and allocated for the funding purposes defined in the jurisdiction's claim. In Shasta County, however, there is a funding agreement such that the cities claim part of their apportionment to support RABA and the county of Shasta claims part of its apportionment to support some of the local transit systems.

Q. How could a jurisdiction get more TDA money for transit?

A. A jurisdiction has little ability to increase the amount of its TDA apportionment. Some counties have developed transit districts or "joint powers authorities" (JPAs) and have allowed several jurisdictions' TDA money to go directly to the district or JPA for transit purposes. Some counties have also legislatively decided that all TDA money will go toward transit funding. Furthermore, some have developed cooperative funding agreements between jurisdictions, so that a jurisdiction may claim transit funding for another jurisdiction. (This latter arrangement exists in Shasta County.) The decision, however, to claim more of a jurisdiction's apportionment for transit is at the jurisdiction's discretion.

Q. Article 3, Article 4, Article 8…what are all these articles?

A. The TDA statute is divided into sections called "articles." As a result, claims are often referenced by the Article of the statute under which they are filed.

- Article 3 is used by counties and TPAs to claim LTF to pay for TDA administrative costs.
- Article 3 is used if a county sets aside money "off the top" of LTF for bicycle/pedestrian and rail claims.
- Article 4 is used by local jurisdictions for general public transit, elderly and disabled transit and rail LTF claims.
- Article 4.5 is used by CTSAs for elderly and disabled transit LTF claims.
- Article 6.5 is used by local jurisdictions for general public transit and rail STA claims.
- Article 8 is used by local jurisdictions in "unrestricted counties" for general public transit, elderly and disabled transit, rail, bicycle/pedestrian and street and road LTF claims.

Q. How does a jurisdiction know under which Article to file a transit claim?

A. In the county of Shasta, transit claims can be filed under Article 4 or Article 8. Transit claims should be filed under Article 4 if the jurisdiction meets all the eligibility requirements.

Q. When can a jurisdiction submit its LTF transit claim under Article 4?

A. When the jurisdiction meets the following requirements.

1. The claimant is an operator.
2. The claimant meets its fare box recovery ratio requirement.
3. The claimant meets the TDA triennial performance audit compliance requirements.
4. The claimant meets TDA reporting requirements.

Q. Are there any exceptions to the fare box recovery requirements?

A. Yes. SRTA is allowed to adopt special requirements for jurisdictions filing their transit claims under Article 8. These requirements would supersede the fare box recovery requirements shown above. The requirement could be a revised recovery ratio, a local match requirement or other performance criterion.

Q. Are there any exemptions to the fare box recovery requirements?

A. TDA allows exemptions to the fare box recovery requirements for new routes, new route extensions, newly urbanized areas, and in the case of work stoppages.

Q. What happens when a claimant does not meet its fare box recovery ratio?

A. It depends:

1. It could raise local support money to meet the ratio.
2. It might be able to file for LTF under Article 8.
3. Its TDA funding could be reduced.

Q. How is TDA funding reduced when a claimant does not meet its fare box recovery ratio?

A. When Article 4 claimants fail to achieve the fare ratio requirement for two consecutive fiscal years; the operator's eligibility for LTF and STA funds is reduced by the difference between the required fare revenues and the actual fare revenues for the second fiscal year that the required ratio was not maintained. For example, if a rural operator's fare box recovery ratio is 9% in Fiscal Year 1 and 8% in Fiscal Year 2, then beginning in Fiscal Year 4, the operator will have to forfeit 2% of the LTF and STA it could have claimed.

Q. What is the Triennial Performance Audit?

A. All claimants filing under Article 4 are required by TDA to submit a Triennial Performance Audit. Claimants filing under Article 8 are not required by the statute to submit the audit, but SRTA may still require it of its Article 8 claimants. The audit is conducted every three years by an outside auditor. The audit process is funded with Article 3 TDA funds. The audit checks transit system operating statistics, data gathering methods and compliance with the TDA filing and reporting requirements.

Q. What is the difference between a “Transit Service Claimant” and an “Operator?”

A. Claimants filing transit claims under Article 4 are considered “operators,” while claimants filing transit claims under Article 8 are considered “transit service claimants.” Both are generically referred to as “claimants,” as are those filing under Article 8 for streets and roads or bicycle and pedestrian projects.

Q. When is a jurisdiction eligible to receive STA Funds?

A. To receive STA population formula funds, a jurisdiction must be eligible to file an LTF transit claim under either Article 4 or Article 8. To receive STA revenue formula funds, an operator must be eligible to file an LTF transit claim under Article 4. Article 8 claimants are not eligible for revenue formula funds, because the revenue formula funds are allocated only to operators.

Q. What are the requirements for using STA Funds?

A. A jurisdiction must meet the requirements to claim operators (i.e., Article 4 claimants); must meet the following requirements if they want to use their STA Funds for operating expenses.

1. Nothing in the operator’s operating procedures or requirements can prevent it from employing part-time drivers or contracting for service.
2. The operator must meet one of two efficiency standards.
3. The total operating cost per revenue hour cannot exceed the prior year’s operating cost per revenue hour by a percentage greater than the percentage change in the CPI (CPI) for the same period.
4. The total operating cost per revenue hour cannot exceed the average total operating cost per revenue hour for the 3 prior years, increased by the average percentage change in the CPI for the same period.

Q. How much LTF and STA Funds can a jurisdiction claim for transit operations?

A. The combined amount of LTF and STA received cannot be greater than actual operating costs minus the sum of all the following:

1. Fare box revenues received;
2. Federal operating assistance received;
3. Local support money used to meet the fare box recovery ratio requirement;
4. Reduced funding eligibility due to a failure to meet the fare box recovery requirement; and,
5. Funding received from other jurisdictions for service provided beyond the operator/claimant’s boundaries.

Q. How much LTF and STA Funds can a jurisdiction claim for transit capital and debt service?

A. The combined amount of LTF and STA received cannot be greater than actual capital and debt service requirements minus revenues received from other sources for such purposes. Elderly and disabled transit claims under Article 4 are not eligible to receive more capital funds than actual bus/van purchase expenditures.

Q. Does a jurisdiction in the county of Shasta have to spend all its TDA on transit?

A. No. As an "unrestricted county," the county of Shasta jurisdictions can file claims under Article 8, which allows them to spend some of their TDA money on bicycle and pedestrian projects or on local streets and roads.

Q. Can a jurisdiction in the county of Shasta spend all its TDA on transit?

A. Yes. A jurisdiction is not obligated to spread its TDA funding among transit, bicycle/pedestrian facilities and local streets and roads. The amount spent on transit is dictated by transit need and the transit budget.

Q. What kinds of street and road projects are eligible for LTF under Article 8?

A. Those are "necessary or convenient to the development, construction, and maintenance of a city's or county's streets or highway network, including planning, acquisition of real property and construction of facilities and buildings."

Q. What multimodal transportation facilities are eligible for LTF under Article 8?

A. Park and ride lots, transit centers or other locations where passengers can transfer between modes. Jurisdictions in the county of Shasta may file an LTF claim for the construction and maintenance of multimodal transportation terminals.

Q. What are the eligibility requirements to be able to file an Article 8 claim for local streets and roads, multimodal facilities, or rail?

A. LTF cannot equal more than 50% of the total project expenses (although capital expenses are exempt) and the project must be in conformity with the Regional Transportation Plan. In addition, before filing a claim for street and roads, the jurisdiction must first prove that there are no "unmet transit needs" that are "reasonable to meet."

Q. What is the unmet transit needs process?

A. Before allocating money for Article 8 claims for street and road projects, SRTA must go through a process to determine that there are not "unmet transit needs" that are "reasonable to meet." If a jurisdiction uses all its LTF for public transportation services, specialized transportation services or facilities provided by for the exclusive use of bicycles and pedestrians, SRTA does not have to implement the unmet needs process in that jurisdiction.

Q. Who is responsible for implementing the unmet needs process?

A. SRTA is responsible for implementing the process.

Q. How often does the unmet needs process take place?

A. Annually, or in those years in which a jurisdiction files an Article 8 claim for street and road projects.

Q. What are the requirements of the unmet transit needs process?

A. SRTA must:

1. Establish and consult with the Social Services Transportation Advisory Council.
2. Annually assess the size and location of groups likely to be transit dependent or transit disadvantaged, such as the elderly, disabled and persons of limited means.
3. Assess the adequacy of existing public transportation services, or the potential for new service, to meet the needs of these groups.
4. Hold at least one annual unmet transit needs hearing to gather comments on needs that exist.
5. Adopt findings about unmet transit needs.

Q. What are the unmet transit needs findings that the SRTA Board of Directors can adopt?

1. There are no unmet transit needs.
2. There are no unmet transit needs that are reasonable to meet, or
3. There are unmet needs, including needs that are reasonable to meet.

Q. How do these findings impact LTF funding for local streets and roads?

A. If SRTA determines that there are unmet needs that are reasonable to meet; the unmet transit is funded before any allocations are made for streets and roads within the jurisdiction.

Q. What is an unmet transit need?

A. SRTA defines what it considers an unmet transit need within the county of Shasta. The definition is long and involved. Details can be found in the Unmet Needs section.

Q. What makes a need “reasonable to meet?”

A. SRTA has established eight criteria that the SRTA Board of Directors considers when it determines if a need is reasonable to meet.

Q. What is a fund balance?

A. Unspent TDA money. There four ways that fund balances can accrue:

1. Reserved funds.
2. Unallocated apportionments.
3. Unrestricted fund balances.
4. Local fund balance.

Q. What are reserved funds?

A. LTF claimed by a jurisdiction for a capital project that will either take a while to get started or will be on-going for a few years. SRTA can reserve the money in the Local Transportation Fund for the jurisdiction's project for up to three years.

Q. What is an unallocated apportionment?

A. The amount of an apportionment that is not allocated to the jurisdiction. SRTA must hold the unallocated apportionment in the Local Transportation Fund for future allocation to that jurisdiction.

Q. What is an unrestricted fund balance?

A. The balance in the Local Transportation Fund that is neither allocated, reserved, or retained in the fund is an unallocated apportionment. Unrestricted fund balances accrue when a county, as trustee, receives more LTF than what it estimated.

Q. What is a local fund balance?

A. This is the left-over amount of TDA funds that a jurisdiction might have in its own transit accounts at the end of the fiscal year. This is money that the jurisdiction claimed in the past year for a specific purpose that was not completely used for that purpose.

Q. What happens to fund balances?

A. Reserved fund balances can only be spent on the specific capital project for which they were reserved. If the money is not spent within the three years, it becomes available to the jurisdiction to claim again for the same or different purpose.

1. An unallocated apportionment becomes available to the jurisdiction to claim later in the year or in subsequent years.
2. An unrestricted fund balance is added to the amount of LTF that a county expects to receive in the coming year and is then apportioned to the jurisdictions.
3. Local fund balances are subtracted from a jurisdiction's subsequent claim. If a claimant has $10,000 in LTF transit funding left over from Year 1 and needs $300,000 for transit in Year 2, the jurisdiction should claim $290,000.

Q. How does SRTA know if our jurisdiction has a fund balance?

A. From the annual fiscal audit required by TDA.

Q. Why track a local fund balance?

A. First, a jurisdiction must track all the TDA money it receives by the purpose for which it was received (e.g., transit vs. streets and roads). Accounting must clearly separate any money left over for transit versus other purposes.

Q. Why would a jurisdiction need to revise its claim?

A. The apportionment is revised when:

1. A jurisdiction wants to switch around its allocations.
2. A jurisdiction wants to claim its unallocated apportionment.
3. A jurisdiction wants to change a capital reserve.

Q. What is a productivity improvement program?

A. Productivity improvement program allows SRTA to monitor a transit operator's transit claimant's progress toward meeting recommended improvement that can lower transit operating costs?

Q. Why have productivity improvement programs?

A. TDA requires SRTA to identify, analyze, and recommend potential improvements on an annual basis for Article 4 transit claimants. SRTA can also do this for Article 8 transit claimants and has not chosen to do so.

Q. What is SRTA's productivity improvement program?

A. If SRTA recommends productivity improvements, the jurisdiction will be required to complete the progress report form on an annual basis, at the time that a jurisdiction file its TDA claim. This form asks the jurisdiction to document its progress in achieving productivity improvement recommendations.

Q. How are productivity improvement program recommendations made?

A. Recommendations are made the following ways:

1. Through the triennial performance audit process.
2. SRTA can make recommendations on its own.
3. The transit operator/claimant can develop its own recommendations.

Q. What happens if a transit operator/claimant fails to address the recommendations?

A. If SRTA decides that the operator/claimant has not made a reasonable effort to implement the recommended improvements; SRTA will not approve TDA transit allocations for the coming fiscal year that exceed the allocation for the current fiscal year.

INTRODUCTION:

Welcome! The Shasta Regional Transportation Agency (SRTA) Human Resources Policies and Procedures Manual provides specific answers to most of the questions from our employees. If you have other questions which are not answered here, do not hesitate to ask them. We are aware of the many different needs employees may have and are eager to help you meet them.

As an employee of SRTA, you are an important member of a team effort. We hope that you will find your position with our organization rewarding, challenging and productive. Because our success depends upon the dedication of our employees, we are highly selective in choosing new members for our team. We look to you to contribute to the success of SRTA. At the same time, we are committed to providing all employees with challenges, recognition, and benefits, as we achieve our organizational mission and goals.

Again, welcome to the team! We wish you every success in your work with SRTA.

Shasta Regional Transportation Agency

Human Resources Policies and Procedures Manual (Title 5)

Updated February 2026

TITLE 5 - HUMAN RESOURCES POLICIES AND PROCEDURES

Chapter 5.00 - LEGAL

5.00.010 - INTRODUCTION/RIGHT TO REVISE

A. The Shasta Regional Transportation Agency ("SRTA" or "the Agency") enacts the following Human Resources Policies and Procedures Manual ("Manual") with the purpose of encouraging and maintaining a workplace environment of mutual respect and dignity for its employees engaged in furtherance of the mission of the Agency and service to its constituents.

B. This Manual contains the policies, practices, guidelines, and procedures that the SRTA has in effect at the time of publication. All employees should read, understand, and comply with all provisions of the Manual. It describes many of the responsibilities as an employee and outlines the programs developed by the Agency to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth while delivering high-quality plans, projects, and programs to the public.

C. Regarding applicability of the Manual to the executive director: where the executive director's employment contract is silent, the policies and procedures in the Manual also apply to the executive director.

D. The Agency reserves the right to revise, modify, delete, or add to all policies, procedures, work rules, or benefits stated in this Manual or in any other document. Any changes must be in writing and must be signed by the executive director of the Agency or authorized designee. Any such written changes to this Manual will be generally distributed so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way change or alter the provisions of this Manual.

E. The policies and practices set out in this Manual or in any other personnel document, including benefit plan descriptions, are not intended to imply a contractual relationship, nor are they intended to create a promise or representation of continued employment for any employee. All employment with the Agency is at-will unless otherwise set forth in a written agreement signed by the employee and the Agency's board of directors.

F. Reference to the "Agency" throughout this manual refers to the SRTA organization and its staff. It is intended that wherever reference is made in this Manual to decisions/recommendations being made or actions taken by the Agency, those decisions/recommendations are being made by the Agency's board of directors, executive director, or authorized designee.

G. This Manual will specifically reference the Agency's board of directors when decisions/ recommendations are referred to that level.

H. As a general provision regarding seniority or longevity, SRTA employees who transitioned from the County of Shasta to the Agency on or before July 1, 2012, will be granted their years of service with the County.

I. No policy in this Handbook will be interpreted to limit or interfere with an employee's right to discuss their wages, hours, and terms and conditions of employment or their right to engage in protected concerted activity.

5.00.020 - EQUAL EMPLOYMENT OPPORTUNITY

A. The Agency is an equal employment opportunity employer and makes employment decisions based on the qualifications, merit, or performance of an individual, and not on unlawful criteria. The Agency recognizes its legal obligation (per local, state, and federal law) not to refuse to hire or employ person; or refuse to select a person for a training program leading to employment; or to bar or discharge a person from employment or from a training program leading to employment; or to discriminate against a person in compensation or terms, conditions or privileges of employment because of the person's race (including traits associated with race, such as hair texture, braids, locks, and twists), sex (including pregnancy, childbirth, and related medical conditions), religion (including religious dress, grooming, and practices), creed, color, national origin, citizenship, ancestry, physical or mental disability, medical condition, marital status, sexual orientation, gender identity or expression, genetic characteristics, veteran or military status, age, reproductive health decision making, lawful off-duty use of cannabis, or any other status protected by law. For purposes of this policy, as well as the Agency's Policy Against Discrimination and Harassment, "national origin" also includes physical, cultural, or linguistic characteristics (including accent) associated with a national origin group, membership in or association with an organization that promotes the interests of a national origin group, and attending or participating in a school or religious institution generally used by persons of a national origin group. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. All such discrimination is unlawful. The Agency considers the attainment of equal employment a major Agency objective and is committed to providing equal employment opportunities to all qualified persons.

B. The Agency will abide by all required federal and state statutes pertaining to nondiscrimination in employment practices and apply this policy in matters of personnel administration including, but not limited to recruitment, hiring, transfer, compensation, training, promotion, layoff and recall from layoff, and other terms and conditions of employment. All other personnel actions or programs such as benefits, education, tuition assistance, social and recreational programs will be administered in a non-discriminatory manner. All employment decisions will be consistent with the principle of equal employment opportunity (EEO).

C. An employee who feels that they are being illegally discriminated against should file a complaint immediately. Please see the Discrimination and Harassment Complaint Procedure (Policy 5.00.040A(4) of this Manual) for more details.

5.00.030 – CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT AND AMERICANS WITH DISABILITIES ACT POLICY

A. It is the Agency's policy and practice to comply with the California Fair Employment and Housing Act and the Americans with Disabilities Act and ensure equal employment opportunity for all qualified persons with a known physical or mental disability or medical condition, sincerely held religious belief or practice, or any other reason required by applicable law. The Agency is committed to ensuring non-discrimination in all terms, conditions, and privileges of employment. The Agency will make reasonable accommodations for the known limitations of an otherwise qualified individual who is an applicant or an employee, including accommodation for lactation and religious practices, unless undue Agency hardship would result.

B. Qualified individuals with known disabilities or medical conditions are entitled to equal pay and other forms of compensation as well as equal treatment and reasonable accommodation in job assignments. Employment decisions are based upon the essential responsibilities of the position, in accordance with defined criteria, not the disability of the individual.

1. GUIDELINES

a. An applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the executive director and specify what accommodation is needed to perform the job.

b. The executive director will conduct an investigation to identify the barriers that make it difficult for the applicant or employee to have an equal opportunity to perform the job. An employee may be required to present a certification from a healthcare provider as to what job functions, he or she can perform, for which job functions he or she needs an accommodation, and what accommodation is recommended. The Agency will engage in a good faith, interactive process with otherwise qualified applicants or employees and will make reasonable accommodations, provided they will not impose undue hardship on the Agency.

c. An employee who feels that they are being discriminated against should file a complaint immediately. **Please see the Discrimination and Harassment Complaint Procedure** (Policy 5.00.040A(4) of this Manual) **on page 452 for more details.**

5.00.040 - POLICY AGAINST DISCRIMINATION AND HARASSMENT

A. The Agency fully supports efforts to protect and safeguard the rights and opportunities of all people to seek, obtain and hold employment with the Agency without unlawful discrimination or harassment. The Agency denounces unlawful discrimination against or verbal, visual and/or physical harassment of an applicant for employment or a current Agency employee on the basis of race (including traits associated with race, such as hair texture,

braids, locks, and twists), sex (including pregnancy, childbirth, and related medical conditions), religion (including religious dress, grooming, and practices), creed, color, national origin, citizenship, ancestry, physical or mental disability, medical condition, marital status, sexual orientation, gender identity or expression, genetic characteristics, veteran or military status, age, reproductive health decision making, lawful off-duty use of cannabis, or any other status protected by law. This policy is also intended to prohibit treating an Agency client or customer in a discriminatory or harassing manner, and to prevent discrimination and harassment of Agency employees by any client, customer, or other person with whom the Agency does business.

1. GUIDELINES:

    a. Under federal and state laws it is illegal to discriminate or harass on one or more of the foregoing bases in hiring, firing, compensation, and other terms or conditions, privileges or benefits of employment.

    b. All employees shall be informed of the discrimination or harassment complaint process and be assured of their right to file complaints without fear of reprisal. All supervisors and managers shall be trained regarding behavior that constitutes discrimination or harassment.

    c. Discrimination against or harassment of another employee or an applicant for employment in violation of this policy may be grounds for disciplinary action up to and including termination.

    d. This policy prohibits any violation of the California Fair Employment and Housing Act, as it currently reads or as it may be amended in the future.

    e. The Agency encourages any employee to raise questions he/she may have regarding discrimination or harassment or the terms of this policy with the executive director.

2. PROHIBITED CONDUCT - Definition of unlawful discrimination:

    a. Discrimination in employment is unlawful when decisions regarding the terms, conditions or benefits of employment are based on an applicant's or an employee's actual or perceived protected status.

    b. This policy prohibits four types of discriminatory conduct:

        I. Disparate treatment: treating an individual differently because of his/her protected status;

        II. Disparate impact: following a policy or practice that has a discriminatory impact on a protected group of persons;

III. Harassment: treating an individual in such an abusive or hostile way because of his/he protected status such that it unreasonably interferes with an employee's work performance or creates a hostile work environment; and

IV. Retaliation: harassing or imposing an adverse employment action because an individual filed a discrimination complaint or in some other way opposed discriminatory practices, including participation in an investigation, proceeding or hearing regarding harassment, discrimination, or retaliation.

c. Actions which constitute harassment include:

I. Verbal harassment: epithets, derogatory comments, threats, slurs or other offensive words or comments.

II. Physical harassment: assault, battery, impeding or blocking movement, or the physical interference with normal work, privacy, or movement.

III. Visual forms of harassment: derogatory, prejudicial, stereotypical, or otherwise offensive posters, photographs, cartoons, notes, correspondence, electronic messages/postings, or drawings.

d. Unlawful harassment occurs when an employee's conduct is based on an individual's actual or perceived protected status AND that conduct:

I. Unreasonably interferes with an individual's work performance, and/or
II. Creates an intimidating, hostile, or offensive working environment, and/or
III. Influences or affects an individual's salary, employment conditions, position, or some other aspect of career development.

e. This policy prohibits sexual harassment:

I. Sexual harassment is a type of sex discrimination and is a violation of Title VII of the Civil Rights Act of 1964 and the California Fair Employment and Housing Act. It is against the policy of the Agency for any employee, regardless of gender or gender identity, to sexually harass another employee, an applicant for employment, member of the public, or any other individual with whom the Agency does business.

II. "Sexual harassment," as used in this policy, includes any unsolicited and unwelcome sexual conduct when that conduct is directed toward a person because of that person's sex or gender, and:

a. Submission to the conduct is made either explicitly or implicitly a term or condition of employment;

b. Submission to or rejection of the conduct by an employee is used as a basis for employment decisions affecting the employee; or

c. Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or otherwise offensive work environment.

II. For the California Civil Rights Department's (formerly Department of Fair Employment and Housing) sexual harassment online training course, please refer to https://calcivilrights.ca.gov/shpt/.

f. "Sexual harassment" does not refer to behavior or occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is personally offensive, that fails to respect the rights of others, that lowers morale and that, therefore, interferes with work efficiency. Sexual harassment may take different forms. It may be overt or subtle. One specific form is the demand for sexual favors. Other forms of harassment include but are not limited to:

I. Verbal: Sexual innuendos, suggestive comments, whistling, jokes of a sexual nature, sexual propositions, degrading comments, or threats, whether made in person, by telephone or in messages left on voice mail.

II. Visual: Sexually suggestive objects, pictures, or cartoons; leering; obscene gestures; or degrading or vulgar communications made in writing or by fax, email, or other computer transmission.

III. Physical: Unwanted physical contact, including touching, pinching, brushing the body, assault, battery, coerced sexual intercourse or making explicit or implicit threats or promises in return for submission to physical acts.

g. The following conduct by Agency managers, supervisors and lead employees is also prohibited by this policy:

I. Failing to promptly report or take corrective action when the manager, supervisor or lead person knows, or reasonably should know, that an employee, applicant for employment, or a customer or client of the Agency is being subjected to harassment, sexual harassment, or other forms of discrimination on the job or by an Agency employee; or

II. Retaliating against a person who complained of discrimination or harassment, or who testified on behalf of one who made a complaint, or who assisted or participated in any manner on behalf of a complainant in an investigation or proceeding conducted under this policy.

h. Department heads must ensure that employees, managers, supervisors, and lead persons are aware of and comply with the Agency's policy. Prevention is the best tool.

Prompt, appropriate action can help avoid, or at least minimize, discrimination and harassment.

3. EMPLOYEE ACTION:

   a. Some people may not be aware that their behavior constitutes or may constitute discriminatory or harassing conduct under this policy. Advising someone of the discriminatory or harassing nature of his/her behavior will place that person on notice regarding his/her behavior. An employee who feels he/she is being discriminated against or harassed is encouraged to inform the other person either verbally or in writing that the behavior is discriminatory or unwelcome, offensive, in poor taste, or otherwise inappropriate.

   b. Any employee or prospective employee who believes he/she has been the subject of unlawful discrimination or harassment should report the alleged act, verbally or preferably, in writing, to his/her supervisor, human resources, the SRTA general counsel, or the executive director or authorized designee. Please see the Discrimination and Harassment Complaint Procedure below for more details.

4. DISCRIMINATION AND HARASSMENT COMPLAINT PROCEDURE:

   a. This procedure shall be used to review and resolve allegations by any employee or prospective employee, who believes he/she has been the subject of unlawful discrimination or harassment, to report allegations of discrimination or harassment (including sexual harassment):

      I. Any employee or prospective employee who believes he/she has been the victim of discrimination or harassment (including sexual harassment) by anyone in the workplace, including an employee or customer, supplier, or visitor, should notify his/her supervisor, human resources, the SRTA general counsel, or the executive director or authorized designee of the alleged act, either as soon as practicable or at least within 10 days of the incident. It is preferred that the complaint be in writing and filed with the executive director or authorized designee, but this is not mandatory.

      II. The complaint must address the following information to allow a comprehensive investigation to be conducted:

         a. The complainant's full name.

         b. The complainant's job title (if an Agency employee).

         c. The full name and job title (if an Agency employee) of the person or persons allegedly responsible for the discrimination or harassment.

d. A plain, concise statement of the facts constituting the alleged discrimination or harassment.

e. The date or dates on which the alleged discrimination or harassment occurred.

f. The name and telephone number of any witnesses.

g. The complainant's signature, address, and telephone number and the date of filing of the complaint (if the complaint is in writing, the date of signing of the complaint).

III. A supervisory employee receiving a verbal or written complaint of or observing conduct which appears to be prohibited discrimination or harassment should inform the executive director or authorized designee of such complaint or conduct as soon as possible and in no event later than the end of the next working day.

IV. The executive director or authorized designee shall, in his/her discretion, immediately, or as reasonably possible, initiate a good faith investigation of the alleged discrimination or harassment based upon: (1) the employee's complaint or report; (2) a report of such behavior given to him/her by an officer or employee who is not a party to the allegation; and/or (3) such other information as he/she deems sufficient to warrant the investigation.

V. The executive director or authorized designee, in consultation with legal counsel, will have full authority to investigate all aspects of the complaint.

VI. If the complaint was verbal, the executive director or authorized designee may request the person who was the target of the alleged discrimination or harassment to submit his/her complaint in writing, but this is not mandatory. The executive director or authorized designee shall prepare a memorandum to the Agency's legal counsel concerning the complaint and an investigation shall be initiated.

VII. All complaints will be investigated in a timely and confidential manner. Reasonable attempts shall be made to protect the confidentiality of the person who alleges that discrimination or harassment has taken place; however, confidentiality cannot be guaranteed given the extent of the investigation that may take place. Information concerning a complaint will not be released by the Agency to third parties or to anyone within the Agency who is not involved with the investigation, except as required by law, nor will anyone involved be permitted to discuss the subject outside of the investigation or a resulting disciplinary action. The purpose of this provision is to protect the confidentiality of the complainant, to encourage the reporting of any incidents of discrimination or harassment, and to protect the reputation of any employee wrongfully charged with discrimination or harassment.

VIII. All employees shall be protected from coercion, intimidation, retaliation, interference, or discrimination for filing a complaint or assisting in an investigation.

Any form of retaliation, whether against an employee who makes a discrimination or harassment complaint or against a witness or any other employee involved in a complaint or investigation, is against the Agency's policy. The Agency will strictly enforce this policy and will treat retaliatory action as a violation that is subject to disciplinary measures, up to and including termination.

IX. The investigation of a complaint will normally include conferring with the parties involved and any witnesses. The executive director or authorized designee is empowered to require the attendance of any employee or officer at all reasonable times for purposes of conducting the investigation and receiving testimony. The investigation may include interviews with the complainant, the alleged perpetrator, and any other persons who may have relevant knowledge concerning the complaint. The investigation shall be as thorough as possible and shall conclude within the shortest possible time reasonable given the complexity of the case at hand. When good cause is shown, temporary action may be taken pending the conclusion of the investigation. The executive director or authorized designee, in consultation with legal counsel, shall determine whether the complaint is valid in whole or in part, based on the evidence obtained during the investigation.

X. Upon a finding that an Agency official or employee has engaged in harassment, discrimination, or retaliation in violation of this policy, the Agency shall take disciplinary action up to and including termination of employment. Other appropriate remedial measures deemed necessary to prevent future discrimination or harassment shall also be taken.

XI. After the statement of findings and remedial action has been approved by legal counsel and the executive director or authorized designee, the executive director or authorized designee shall provide the complainant with the opportunity to meet to discuss the findings and any remedial action to be taken. If the complainant is dissatisfied with the findings or the proposed remedial action, the complainant may, within five working days of the meeting, submit a written request for reconsideration. A meeting between the complainant, the executive director or authorized designee, and legal counsel, will be held within ten working days of the receipt of that request. Prior to any modification of the original statement, the alleged perpetrator shall be given notice of the proposed modification and an opportunity to provide input. The complainant shall be advised of his/her right to have a representative at any and all of these meetings.

XII. If misconduct is found, the statement, in its final form, may be made a part of the perpetrator's personnel file and should be attached or referred to in his/her next performance evaluation.

XIII. If the executive director or authorized designee is the subject of the complaint, the employee should submit his/her complaint to the SRTA general counsel who, in conjunction with the board of directors and the Agency human resources contract provider will investigate the complaint.

5. POLICY AS EXCLUSIVE MEANS OF REMEDY:

a. The procedures specified herein shall provide the exclusive internal mechanism by which all complaints of discrimination or harassment by employees or applicants shall be heard and adjudicated and no other grievance or appeals procedure otherwise provided in this Manual shall be used for seeking an administrative remedy for such misconduct, or for purposes of taking testimony or hearing accusations and/or rebuttals on this subject, except that any employee against whom disciplinary action is initiated or proposed to be initiated pursuant to the application of this procedure shall have full rights to hearing, determination and appeal of such disciplinary action or proposed disciplinary action to the extent provided in this Manual. The procedures specified herein will not preclude any person from utilizing the California Department of Fair Employment and Housing or the Equal Employment Opportunity Commission for redress of his/her complaint.

6. FALSE COMPLAINT:

a. The Agency recognizes that false accusations of discrimination or harassment can have serious effects on innocent individuals. An intentional false complaint of discrimination or harassment may be a basis for the filing of disciplinary charges and may result in disciplinary action up to and including termination of employment.

5.00.050 - POLICY AGAINST VIOLENCE IN THE WORKPLACE

POLICY

A. No employee should have to tolerate violence or the threat of violence, or abusive conduct in the workplace. Anyone who is the victim of any violent, threatening, harassing or abusive conduct, or who observes such conduct taking place (whether the perpetrator is an Agency employee or a non-employee) should not attempt to confront the perpetrator, but should immediately report the conduct to law enforcement, and/or the reporting person's supervisor, or to the executive director. All such complaints will be thoroughly investigated, and the Agency will take appropriate steps to prevent any harm from occurring or being repeated. No adverse action will be taken against anyone who makes a good faith report under this policy.

B. As part of our continuing commitment to workplace safety, the Agency is determined to provide a work atmosphere that is free of violence and the threat of violence. Violent or threatening conduct of any kind, whether it is directed against an Agency employee or an outside party, will not be tolerated. This policy prohibits conduct in connection with Agency operations or facilities including, but not limited to, the following:

1. Causing, attempting to cause, or threatening to cause physical injury to another person or damage to another person's property.

2. Fighting or challenging another person to a fight.

3. Stalking (i.e., the repeated following, calling, or harassing of another, combined with the making of a verbal, written, or implied threat).

4. Possessing a firearm or any object ordinarily used or intended to be used as a weapon in an Agency building or at a work site (including an outdoor work site) or an Agency vehicle, whether or not the employee has been issued a permit to carry a concealed weapon.

5. "Abusive conduct", meaning conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to the employer's legitimate business.

C. All violations of this policy will be treated as serious and may lead to discipline, up to and including termination of employment. In appropriate cases, the Agency may also seek criminal prosecution.

D. The Agency has also adopted an Injury and Illness Prevention Program, which includes a Workplace Violence Prevention Plan and is administered by the executive director or his/her designee and Human Resources. Each employee receives initial and ongoing training in this program through regular safety meetings and annual trainings. Representatives of the Agency may also conduct periodic inspections to identify unsafe conditions and work practices. For more information regarding this program, employees should contact the executive director or his/her designee, or Human Resources.

5.00.060 – LACTATION ACCOMMODATION

A. The Agency provides nursing mothers with a reasonable amount of break time to express breast milk. For nonexempt employees, the break time shall, if possible, run concurrently with the employee's regular rest break or meal period. Any time used in excess of the nonexempt employee's regular rest break shall be unpaid. The Agency will provide a lactation room or other suitable location in accordance with applicable law. To request a lactation accommodation, an employee should contact a supervisor with whom they are comfortable or Human Resources. If for any reason the Agency is unable to provide break time or a suitable location, the Agency will respond to the request in writing. The Agency prohibits retaliation against an employee for exercising their right to request a lactation accommodation. If an employee believes they or another employee have been discriminated against or retaliated against in violation of this policy, the employee must contact the executive director or his/her designee immediately. Employees may also file complaints with the California Division of Labor Standards Enforcement.

5.00.070 - EMPLOYMENT ELIGIBILITY

A. In accordance with The Immigration Reform and Control Act of 1986, the Agency hires only those individuals who are lawfully authorized to work in the United States.

B. Each new employee must provide original and current documentation to the Agency to establish employment eligibility and identification. A completed Employment Eligibility Verification Form I-9 must be furnished to the Agency within seventy-two (72) hours of date of hire. Providing false documentation or making false statements on the verification form will be grounds for immediate termination.

5.00.080 - BUSINESS ETHICS

A. It is the policy of the Agency to conduct business in accordance with the letter and the spirit of the law and in conformity with ethical standards.

B. Accordingly, employees must not take any action on behalf of the Agency that violates any law or regulation. Employees must adhere to high moral and ethical standards in the conduct of business. Employees may not engage in activity that results in a conflict of interest with the Agency or that reflects unfavorably on its integrity. Employees violating these standards are subject to disciplinary action, up to and including termination of employment.

C. In situations and on issues involving ethical or moral judgments, employees may sometimes have difficulty determining the correct course of action. In such situations, employees are urged to discuss the matter with the executive director of the Agency or authorized designee.

D. Certain management employees are subject to the Agency's Conflict of Interest Code disclosure requirements.

E. It is important that employees rely on their own good judgment in the performance of their duties and responsibilities. When those situations occur where the proper course of action is unclear, employees are to request advice and counsel from the executive director. The reputation and good name of the Agency depends upon the honesty and integrity of each employee.

Chapter 5.05 - EMPLOYMENT PRACTICES

5.05.010 - PROBATION

A. The probationary period is an intrinsic part and extension of the employee selection process during which the employee will be considered in training and under careful observation and evaluation by supervisory personnel. Generally, this period will be utilized to train the employee for his/her job responsibilities and to determine whether there is a fit between the Agency's business needs and the qualifications of the employee.

1. Upon initial appointment, all full-time employees shall serve the first 12 months in a probationary period, during which time the employee may be dismissed without cause or right of appeal at the executive director's or authorized designee's sole discretion.

2. A new employee terminated during the probationary period needs to be told only that the probationary period was not satisfactorily completed, and the employee is terminated.

3. Probationary employees will receive a performance evaluation after the first six months of employment. At the time of the six-month appraisal, a work plan establishing employee goals and objectives for the remaining six months of the probationary period and the following six months (a total of 12 months) is to be developed. The evaluation of these goals and objectives will occur at the time of the annual evaluation to be conducted twelve months after the initial evaluation, or eighteen months from the hire date.

4. At the conclusion of the probationary period, an informal meeting with the employee and supervisor shall occur to review employee progress and a memorandum shall be placed in the employee file documenting that the probationary period has been satisfied.

5. Upon promotion to a classification with a higher salary range, an employee shall serve the first 12 months in a probationary period, during which time the employee may be returned to his/her previous classification without cause or right of appeal, provided the employee had successfully attained permanent status in the previous class.

6. The executive director has the authority to extend the probationary period for an additional one-time period of up to a maximum of 12 months.

7. The executive director may require a 12-month probationary period as a condition of appointment in cases of lateral transfer or demotion, voluntary or otherwise. During such probationary period, the employee may be dismissed without cause

or right of appeal. The employee has no right to return to his/her previous position.

8. Probationary employees will accrue benefits, such as vacation and sick leave at the designated accrual rate.

9. Successful completion of the probationary period does not alter the at-will nature of employment with the Agency.

5.05.020 - EMPLOYMENT STATUS

A. Employment categories:

1. Full-Time Employee - For purposes of this Manual, employees in this category are those who regularly work between 30 and 40 hours per week on a continuous scheduled basis. Employees working under 40 hours per week must receive prior approval from the executive director and must also receive approval for any subsequent reductions or increases in workweek hours. Employees in this category are eligible to participate in all benefit programs offered by the Agency, subject to the terms, conditions, and limitations of each benefit program. Employees in this category are required to participate in the Agency's Public Employees Retirement System (PERS) program.

2. Part-Time Employee - Employees in this category are those who regularly work less than 30 hours per week on a continuously scheduled basis. Jobs may be of limited or specified duration arising out of special projects, a position vacancy pending appointment, the absence of a position incumbent, abnormal workloads, emergencies, or other reasons established by the Agency. Part-time employee positions are dependent on year-to-year reviews of Agency workload and budget availability documented annually and approved by the Agency board of directors as part of the Overall Work Program. Part-time positions may be eliminated at any time if Agency workload, budgeted resources, or other reasons no longer justify employment. Part-time employees may include interns, retirees, temporary positions, and/or extra help. Part-time employees may only participate in limited benefits specifically provided by Section 5 of this Manual, or those that are mandated by state and/or federal laws and regulations. Part-time employee status is not considered for seniority or benefit longevity purposes if the employee is subsequently hired as a regular full-time employee.

B. The following are additional categories that apply to certain Agency positions:

1. Executive Director - The administrative head of the Agency, as appointed by the board of directors, with duties and powers as described in his/her contract with the board of directors, as well as the Agency's bylaws.

2. Confidential - A non-management employee who, in the course of his/her duties, is regularly privy to management planning or decision-making regarding the Agency's administration of employer-employee relations as determined by the board of directors.

C. Employment Classifications:

All Agency positions are classified as either exempt or non-exempt according to federal and state legal guidelines. Exemption status is also defined in the Agency's classification plan and in each classification description.

1. Exempt Positions - If a position is classified as exempt as defined by applicable federal and state laws, no overtime compensation will be paid to employees occupying that position.

2. Non-exempt Positions - Employees designated as non-exempt are paid on an hourly basis and are also eligible for overtime compensation. Work in excess of 12 hours in one day is not allowed, except in rare instances where the work is critical to the Agency and must be approved in advance by the executive director or authorized designee.

5.05.030 - JOB CLASSIFICATION ADMINISTRATION

(Amended 2/24/22)

A. The goal of the Agency's classification specifications is to develop a system that supports employee development, provides opportunities for career advancement, and creates an understanding of the roles, responsibilities, and relationships of each position within the Agency.

B. GUIDELINES - Classification and compensation practices are reviewed periodically to ensure internal and external comparability and competitiveness of pay practices. When a new classification is created or when a position's duties, functions and/or responsibilities change significantly, a job analysis or classification reevaluation is conducted. Positions are classified/reclassified and assigned/reassigned to a salary grade on the basis of the classification review.

1. Position Classification -
   a. The classification of each position shall be consistent with the duties performed, and the position classification title approved by the executive director for inclusion in the Agency's budget. Classification titles compensated above the Senior Transportation Planner class are approved by the board of directors.
   b. The executive director or authorized designee may reclassify or add positions compensated in the Senior Transportation Planner class or below to meet unanticipated operational requirements, subject to budget authority.

2. Class Specifications -
    a. The executive director or authorized designee shall be responsible for the preparation of a class specification for each classification. The class specifications shall describe common distinguishing characteristics for each classification such as title, nature of work, supervision received and exercised, examples of essential and related duties, qualifications, requirements, and relationship to other classifications in the career series, if applicable. Class specifications shall be updated, maintained, or may be created as the executive director or authorized designee determines necessary to properly describe the work performed and to accomplish the Agency's mission, purpose, and programs. Class specifications compensated above the Senior Transportation Planner class will be approved by the board of directors. Class specifications shall be made publicly available on the Agency's website and to the employees of each classification as a general description of the work performed.

3. Classification Titles -
    a. The title of the class to which any position is allocated shall be used in all official personnel records and in all official personnel transactions of the Agency. The provisions of this section do not preclude using separate duty statement descriptions and working titles within the same classification so long as the duties remain within the scope of the classification.

4. Classification Pay Plan -
    a. The executive director or authorized designee is responsible for the classification of individual positions and the assignment of classes to salary ranges within currently approved salary schedules as may be required to accomplish the Agency's mission, purpose, and programs, provided that such classifications and reclassifications are:
        I. Consistent with policy.
        II. Will not exceed the approved budget for personnel expenses.
        III. Not compensated above the Senior Transportation Planner level, unless approved by the board of directors.

5. Amendment and Maintenance -
    a. Whenever one or more new classes are requested or whenever, because of any change in organization or method, a significant change in the duties or responsibilities of any existing position is to be made, which requires the amendment of the classification plan, such revision and amendment of the classification plan shall be made in the manner provided herein.
    b. The executive director or authorized designee may create new classes; divide, combine, alter, or abolish existing classes; allocate new positions to appropriate classes; or reallocate existing positions to other classes. However, the executive director may not make these changes for classes with compensation above the Senior Transportation Planner class.

c. The reclassification of a position will not change the employee's probationary status, regularly scheduled evaluation date, or step-increase schedule.

5.05.040 - COMPENSATION

(Amended 2/24/22)

A. POLICY

The Agency's compensation program is designed to attract, retain, motivate, and reward the best possible workforce in an equitable manner. To accomplish this, the Agency has established the following plan, provisions, and standards for employee compensation.

B. GUIDELINES

1. Salary Plan -
   a. The Agency's salary plan is designed to assist the Agency in paying each employee a salary determined by the competitive job market, job responsibilities, and the required level of expertise.
   b. Employees shall receive the compensation provided in the basic salary schedule approved by the board of directors for the classification of the position in which they are employed, in accordance with the allocation of such classifications to ranges of the basic salary schedule and in accordance with the terms of employment hereinafter set forth. The salary of each class shall be further based on the principle that like salaries shall be paid for comparable duties and responsibilities and that Agency salary schedules shall bear a reasonable relationship to prevailing rates of pay in other public jurisdictions and in local private employment.
   c. The executive director or authorized designee has overall responsibility for recommending, interpreting, and monitoring the salary and performance management systems.
   d. The executive director may approve new classifications of positions compensated at or below the senior transportation planner level to address specialized agency needs provided that the board of directors approves sufficient budget authority.

2. Compensation Structure -
   a. The salary structure assigns each Agency position to a salary range that identifies minimum and maximum rates, based on comparable positions at other public-sector agencies, according to the skills, responsibilities, and qualifications that the position requires, rather than individual job performance or qualifications of the incumbent in that position. Each position is then assigned an appropriate step within the ascribed salary range.
   b. Periodically, as part of the board of directors' review of Salary and Benefits, the executive director or authorized designee will review the compensation plan to evaluate current market value and labor market inflation. If

appropriate, the executive director or authorized designee will recommend that ranges be adjusted to reflect market changes.

3. Starting Compensation -
    a. The starting rate of pay for a newly hired employee will be determined by the executive director or authorized designee. The decision as to where to place the newly hired employee within the pre-determined salary range is made according to the knowledge, skills and abilities and job-related experience the employee brings to the Agency. The executive director has the authority to hire at steps A through F depending on qualifications.

4. Performance Review -
    a. Supervisors are responsible for reviewing each employee's performance. Performance evaluations will occur after six months of employment and annually thereafter. Based upon the results of the performance review, the executive director or authorized designee may make salary adjustments - including performance pay - within the approved salary ranges and the adopted budget for the following fiscal year.
    b. Accurate performance reviews are particularly important and will be considered for potential salary adjustments at the discretion of the executive director or authorized designee.

5. Performance Pay -
    a. All full-time employees shall be eligible for pay increases of zero to 5% for exceptional performance to be determined during each employee evaluation. New employees will not be eligible until they have completed probation and have undergone their first annual evaluation after the six-month initial evaluation; generally, 18 months after their initial hire date. The pay increase shall apply to each discrete evaluation period and shall not be cumulative; it may fluctuate annually up to 5% or down to zero due to changes in performance or new job duties and expectations. The determination shall be made by the executive director. The board of directors, at their discretion, may consider performance pay for the executive director as part of the executive director evaluation. Performance pay shall be based on the following:
        I. Number of "Weighted" performance categories applicable to the job classification graded as "Exceeds Standards."
        II. Number of goals that were met by the stated dates in a manner that exceeded expectations. Exceptions may be considered where unusual circumstances surrounding a particular goal were beyond the employees' control as determined by the evaluator.
        III. Other demonstrations of exceptional performance due to initiative or new duties that were not envisioned in the prior evaluation goals.
    b. An evaluation which requires a "Performance Improvement Plan" due to "Unacceptable" or "Improvement Needed" grades will not typically be

eligible for performance pay while the Performance Improvement Plan is in effect.

6. Timing of Salary Increases -
    a. Full-time employees' salaries will be reviewed for the first time during the six-month probationary performance evaluation and annually thereafter. The employee's performance evaluation will be taken into consideration. Increases may be granted with a satisfactory employee performance evaluation that does not require a corrective action plan, and where an employee has not reached the maximum compensation for their pay classification. Part-time employees may be considered for salary increases as part of a performance evaluation after 1040 hours paid time, and every 2080 hours paid time thereafter.

7. Promotions -
    a. An employee who is promoted to a higher classification within the established compensation plan will receive at least a 5% salary increase within a specified salary step of the new position.

8. Longevity Pay -
    a. Once a full-time employee has been with the Agency for 10 consecutive years of service, the employee will receive a 5% increase in pay. These 10 years do not include unpaid leaves of absence.

9. Paydays -
    a. All salaries and wages shall be paid on a biweekly basis not later than the Friday following the end of the pay period for the preceding two weeks' earnings.

5.05.050 - ACTING PAY/WORKING OUT OF CLASSIFICATION

A. When an employee is temporarily assigned work and responsibilities normally assigned to a vacant higher-level non-exempt position, the employee shall receive pay according to the most current salary classification pay schedule for performing such work at a rate equivalent to that provided for under Agency promotional rules after meeting the following requirements (at which time the pay increase will be effective the first day the employee started working out of class):

1. Perform the full regular duties of the higher position.

2. Perform the duties of the higher position for a period of at least 80 work hours, except with an approved interruption. (Holidays shall be treated like weekends or comparable regularly scheduled days off.) An approved interruption shall be the use of approved leave balances not to exceed an accumulation of 16 hours during the 80-hour qualification period.

3. A vacant higher-level position, as referred to herein, shall include absences by the incumbent of the higher position of more than 10 workdays including vacation, sick or other forms of leave.

B. Additionally, the executive director or designee must approve such an arrangement prior to assigning an employee to work out of class in a position subject to the conditions described in this paragraph.

5.05.055 - MID-MANAGER ROLE ROTATION

A. A full-time employee may be temporarily assigned additional work in a mid-manager rotation role by mutual agreement of the Executive Director and the employee for managerial experience and professional development. A rotation in the mid-manger role will not exceed twelve months and is established by the Executive Director by written agreement with the employee. The role is voluntary, and the agreement may be terminated at any time by the Executive Director or employee. The employee shall not receive management benefits while in the rotation; however, there will be a five percent compensation increase while the agreement is in effect. The agreement will include specific additional duties while in the mid-manager role and shall specify the term of the agreement. At the end of the agreement, the employee will be evaluated for their performance in the mid-manager role as part of their regular evaluation.

5.05.060 - PERFORMANCE EVALUATION

INTRODUCTION

A. The purpose of this policy is to establish Agency-wide procedures and standards for conducting performance evaluations for all employees. All employees shall receive a written performance evaluation on an Agency approved form a minimum of once annually. All formal performance evaluations shall be placed in the employee's personnel file. Employees shall be given copies of any formal written review of their performance by their supervisor or other designated staff. Employees have the right to make comments in writing concerning any written performance evaluation and supporting documents and have their comments attached to the relevant evaluation and placed in their personnel file; however, performance evaluations are not subject to the grievance process.

B. Regular formal and informal performance evaluations and feedback between supervisor and employee are essential to promoting effective job performance. The goal of conducting evaluations is to:

1. Improve employee work performance by letting employees know what is expected;

2. Set consistent and legitimate work standards;
3. Identify and develop employee leadership, supervisory, and promotional potential;
4. Recognize and reward exceptional employee performance;
5. Serve as an accurate reflection of an employee's performance and offer constructive criticism to improve performance;
6. Encourage open communication between supervisor and employee;
7. Establish and monitor performance goals and objectives;
8. Identify employee training needs;
9. Hold employees responsible for their work; and
10. Increase the effectiveness of supervisors and hold them accountable for the performance of their employees.

PROCEDURE

C. Whenever a new supervisor is assigned to a work unit, a new employee begins work, or an employee changes a job assignment, the supervisor is responsible for discussing with the employee the expected standards of conduct and performance by which the employee's performance will be evaluated.

    1. During the course of the evaluation period, any minor performance deficiency should be promptly discussed with the employee.

    2. If a discussion fails to correct a minor deficiency, a supervisor should advise the employee of the need for performance improvement and document the discussion by way of a counseling memorandum to the employee, a Performance Improvement Plan as part of a performance evaluation, or by other appropriate means.

    3. A supervisor should coach an employee in a manner that addresses any deficiency by describing in detail the desired conduct and/or performance.

D. The performance evaluation form is used to describe the employee's performance and summarize and record the discussions during the evaluation period between a supervisor and an employee.

    1. Because a written performance evaluation is part of the process of continual feedback, performance ratings and narratives should never be a surprise to an employee.

    2. Each performance evaluation is to be discussed with an employee privately in a face-to-face meeting.

    3. An employee must be given a copy of his or her written performance evaluation.

E. Performance evaluations are given for a variety of reasons and may be given more than once a year. Regardless of the reason for a performance evaluation, a supervisor shall ensure that the ratings are applied consistently within the department and are related to job performance.

1. Annually: This is the most common and commences after the initial six-month evaluation for new hires or changes in job classification.

2. Probation: A probationary employee shall be given a written performance evaluation no later than six months after his or her appointment to a position. Additional performance evaluations may occur throughout the probationary period within the discretion of the supervisor.

3. Lengthy or special projects: A written performance evaluation may be given during or at the conclusion of a lengthy or special project, as determined by a supervisor.

4. Miscellaneous: Subject to the discretion of the supervisor, a written performance evaluation may be given to an employee at any other time.

F. Performance evaluations shall be completed on or before the employee's six-month initial due date and annually thereafter.

1. Employee input: It is useful to utilize an employee input form which allows the employee to describe his or her achievements and future goals for the supervisor to consider prior to completing the evaluation form.

2. Draft form: Unless a different time frame is mutually agreed upon, a draft evaluation form will be provided to the employee approximately 24 hours prior to the face-to-face meeting, in order to prepare the employee for the meeting.

3. Supervisor review: If preferred, the supervisor can review the draft evaluation with the employee for the first time at the face-to-face meeting and allow the employee a period of time to respond prior to finalizing the evaluation.

   The review process may be different from one employee classification to another; however, the supervisor is encouraged to make the employee aware of what to expect in the evaluation process.

G. An employee with an overall rating of "Unacceptable" or "Improvement Needed" shall not be entitled to a merit increase or performance pay increase until his or her overall rating reaches "Meets Expected Standards," or higher. If an employee is denied such increases, his or her performance evaluation must describe what action he or she must take in a specified time period to improve his or her performance and for the supervisor to potentially authorize a merit or performance increase subsequently, if appropriate.

1. A merit or performance increase granted under such circumstances shall not be retroactive.

H. The executive director or authorized designee must approve the performance evaluation before it is presented to the employee.

I. It is the responsibility of the executive director or authorized designee to ensure that this policy is carried out for his or her employees.

USE OF THE EMPLOYEE PERFORMANCE EVALUATION FORM

J. The Agency has approved a standard evaluation form for all Agency employees except the executive director who undergoes evaluations in a manner determined by the Agency bylaws and board of directors.

K. A supervisor must complete a narrative for each rated performance category. A narrative includes, at a minimum, a short paragraph detailing how the rating was determined.

1. If a supervisor places greater weight on any individual rating factor in an identified category, the "weighted" box must be checked for the individual rating factor.

2. All ratings checked as "Improvement Needed" or "Unacceptable" must be addressed in a Performance Improvement Plan (PIP). To be effective and in order to appropriately guide an employee in a deficient area of performance, a PIP must set forth, in clear terms, a description of the performance problem, the standard of performance the supervisor expects the employee to meet, and a deadline for achieving that standard of performance. A PIP should also describe all training, assistance and oversight that will be provided to the employee during the next evaluation period and should set timelines for the employee's next evaluation period.

L. Each supervisor is strongly encouraged to set goals and objectives for each employee within his or her performance evaluation for the next evaluation period. Employee success in meeting assigned goals and objectives shall be addressed in the next subsequent evaluation.

M. Each supervisor shall give an employee his or her overall performance rating and shall provide a narrative that describes the employee's job performance strengths and deficiencies for that evaluation period.

N. Each supervisor is encouraged to utilize the employee development plan to identify training, education, or relevant experience an employee might acquire to enhance his or her development and job satisfaction.

5.05.070 - PERSONNEL RECORDS

A. POLICY

Personnel files are the property of the Agency. They are confidential, and the Agency will restrict access to and disclosure of personnel files to authorized individuals within the Agency who have a legitimate business reason to see such files. Personnel files are located in the executive director's office or that of an authorized designee and individuals with a legitimate business reason can request access from the executive director or authorized designee. Employees' medical information and health records will be kept in a separate confidential file in accordance with HIPAA regulations.

B. GUIDELINES

Maintenance of Records

1. Personnel records are confidential documents maintained in accordance with state and federal laws and regulations. All personnel evaluations, as well as other forms, letters, and memorandums are to be addressed to or signed by the employee, acknowledging receipt of a copy prior to being placed in the employee's personnel file. If an employee refuses to sign a form or letter, the supervisor will sign as a witness to the fact that the employee has refused to sign, and the document will then be placed in the employee's personnel file.

C. Update

1. Each employee is responsible for notifying the executive director or authorized designee of changes in name, address, telephone number, driver's license, number of dependents, marital or registered domestic partnership status, beneficiary, education certificates or any other pertinent information.

D. Access/Confidentiality

1. Each employee has a right to inspect his/her own personnel file and is entitled to make notes. An employee does not have an absolute right to a copy of the file, except for documents which the employee has previously signed. Employees may review their own file upon request by scheduling an appointment with the executive director or authorized designee. Files must be reviewed in the Agency's office in the presence of a supervisor or the executive director or authorized designee. The Agency will also disclose personnel files to law enforcement agents if required by law.

E. Employment Reference/Credit Inquiries

1. The Agency is obligated to verify position and employment dates only. All reference inquiries regarding Agency employees will be referred to the executive director or authorized designee.

5.05.080 - HOURS OF WORK

A. POLICY

1. The executive director or authorized designee establishes working hours that are consistent with the operating requirements and responsibilities of the Agency. Work shifts, days, hours, and periods can be established and modified by the executive director or authorized designee within the limits prescribed by law, based on operating conditions and requirements of the Agency. Employees may not change their own work schedule without the express approval of their supervisor and/or the executive director or authorized designee.

   The supervisor and/or executive director or authorized designee may require an employee to work overtime which may occur any time before or after the standard workweek including weekends, evenings, and/or holidays. The supervisor will attempt to provide advance notification, if possible.

B. GUIDELINES

Regular Workweek

1. The regular workweek is generally defined as forty hours between 12:01 a.m., Saturday and 12:00 midnight Friday, inclusive, or five working days of eight hours each from and including Saturday through the following Friday. The first shift of the work period shall be the first shift wherein the majority of its working hours follow 12:01 a.m. Sunday. Where alternate work weeks and schedules are established in accordance with provisions outlined below, alternative beginning and ending work weeks may be established by the executive director or authorized designee, usually on either Monday or Friday, for the purpose of minimizing overtime liability.

Work Schedules

2. A regular forty-hour workweek will consist of five days of eight consecutive hours of work within a nine-hour period, interrupted by an unpaid meal break of at least 30 minutes. The meal break will be taken during the mid-hours of the workday, and before the end of the employee's fifth hour of work.

3. A regular workweek schedule for all employees working less than 40 hours shall be established with advanced approval by the executive director in writing and adhered to in the same manner as employees working a 40-hour workweek.

4. An alternate work schedule is defined as a variation of the standard workweek, which for most employees is five eight-hour days between the hours of 8:00 a.m. and 5:00 p.m.

5. Flexible Work Hours Plan: Once approved, by the processes described in Chapter 5.10 listed below, this plan allows an employee to voluntarily set a flex schedule each week, with the supervisor's approval. The schedule provides for working 40 hours in a week but provides time for personal or medical appointments, to participate in children's school activities, or for other reasons that would not normally be available in a regular five days per week, eight hours per day schedule unless the employee utilized leave balances.

6. Non-exempt employees are not expected to work or be available outside the normal work schedule unless compensated.

7. <u>The establishment of alternate work schedules shall be subject to the following:</u>

    a. An alternate schedule, or schedule for approved workweeks of under 40 hours, shall be established and approved in writing in advance by the executive director or authorized designee with the notice to the employee and the employee's representative, if any. No alternate schedule may include work on weekends or more than 10 hours of work in a day.

    b. The executive director or authorized designee may, at any time, cause any employee or group of employees to change a work schedule permanently or temporarily. Except in case of an emergency, the executive director or authorized designee shall provide an employee with 14 days advance notice of a permanent schedule change and/or a 12-hour notice of a temporary change.

    c. During payroll periods which contain a holiday, employees may be required to revert to a standard work schedule. However, in no event shall an employee receive more than eight hours of holiday pay or holiday credit for any holiday.

    d. The usage of accrued leave balances such as vacation, sick leave, and other paid time off, shall be on an hour-for-hour basis.

8. <u>Work Shifts</u>

    a. All employees will be assigned to a work shift with regular start and stop times, although the actual start and stop times may be different between employees based upon employer/supervisor and employee needs. The Agency's office hours are 8 a.m. to 5 p.m., Monday through Friday. All employees should work during the core hours of 9 a.m. to 4 p.m. The employee's supervisor will set a designated schedule in writing with specific working start and end times.

9. Start Time

    a. Employees are required to be at their assigned work locations and ready to begin work at their designated start time.

10. Rest Breaks

    a. Employees shall be granted a 15-minute paid rest period during shifts of at least three and one-half hours. Employees whose shift is six hours or longer shall be granted a 15-minute paid rest period in each half of the employee's work shift. Unless otherwise approved by the executive director or authorized designee, such breaks shall not be taken within one hour of the employee's starting time, quitting time, or meal break and shall not be accumulated or used to supplement meal breaks, arrive at work late, or leave work early.

    b. Employees who work less than three and one-half hours in a day will not receive a paid rest period.

    c. When traveling overnight, such as on a train, where sleeping facilities are purchased, a rest break of at least 8 hours is required.

11. Meal Periods

    a. All non-exempt employees must take at least a 30-minute meal period during the day if the employee will work more than five hours. Employees may not waive their meal break period for the day without written approval by the executive director or his/her designee. This break cannot be "tacked" onto the beginning or end of the workday (i.e., within one hour of the start or end of the workday). SRTA will provide the opportunity for meal periods, but it is up to the employee to schedule and to take the break allocated. SRTA shall not assign a non-exempt employee work-related responsibility during the meal period.

12. Telecommuting

    a. Full-time SRTA employees report to work at a regularly assigned work site. Telecommuting allows an employee to work at a location other than the conventional office, such as an employee's home or a satellite office. Telecommuting can be used periodically, as occasions arise where both SRTA and the employee would benefit from such an arrangement.

    b. The supervisor may approve telecommuting on a case-by-case basis for employees whose circumstances are such that they are able to work but don't allow them to physically get to the office. This is generally limited to whole workday increments, and infrequent occasions when travel to the work site

would not be reasonably possible, however the employee is available to work from another location.

c. The employee must request the telecommuting schedule on a form provided by SRTA. The form should list specific work tasks to be completed by the employee. No telecommuting may occur prior to the form being completed and approved.

d. Telecommuting is not a substitute for sick leave, child, or elder care. The telecommuter must provide child or dependent care in a manner that allows job responsibilities to be successfully met. The duties, obligations, responsibilities, and conditions of an employee are not changed by telecommuting. Employee should be readily accessible by regular communication methods during their normal working hours.

e. Telecommuting is available to all non-exempt employees that have completed their first evaluation and are not subject to a corrective action plan.

5.05.090 - OVERTIME PAY

A. POLICY

1. All Agency positions are classified as either exempt or non-exempt in accordance with applicable federal and California laws. Non-exempt employees are eligible to earn overtime compensation and/or compensatory time off at overtime rates (compensatory time is earned at one-and-one-half hours for each hour of overtime worked).

B. GUIDELINES

Non-Exempt Employees

1. All hours worked in excess of 40 hours in one workweek will be treated as overtime and will be paid at a rate of one-and-one-half times the employee's regular rate of pay. For purposes of overtime, paid time off is not considered hours worked.

2. All overtime must be formally requested and approved in advance by the supervisor or the executive director or authorized designee. If a non-exempt employee foresees overtime, a written request must be made by the employee specifying the reason for the overtime and the anticipated amount of overtime. The supervisor/executive director or authorized designee must evaluate alternatives to the overtime prior to approving the request in writing, and prior to the employee's incurring the requested overtime.

3. If the non-exempt employee must work overtime due to unforeseen circumstances, a written request must be made by the employee to the supervisor via email or other communication before the overtime is worked, specifying the reason for the overtime and the anticipated amount of overtime.

4. Overtime will be computed on actual minutes worked, adjusted to the nearest increment of fifteen (15) minutes. Only those hours actually worked may be used to calculate overtime compensation.

5. Eligible employees shall be entitled to compensatory time off or cash payment as overtime compensation. The executive director or authorized designee shall determine the form of overtime compensation based on operational and budgetary needs. Cash payments shall be made in the pay period in which the overtime is earned. Compensatory time off shall accrue and may be used upon approval of the executive director or authorized designee. Compensatory time off may be accrued up to 90 hours (60 hours at time-and-one-half). The executive director or authorized designee may extend the limit on accrued compensatory time off in excess of 90 hours. Hours accrued in excess of the maximum accruals shall be paid in cash at the appropriate overtime rate. In no event shall an employee be permitted to accrue more than 240 hours of compensatory time off.

6. Accrued compensatory time off shall be scheduled and used prior to the use of accrued vacation or holiday time unless the employee is within 12 pay periods of incurring a loss of accrued leave.

7. Upon separation from employment or transfer to a management classification, employees shall be paid in cash for accrued compensatory time off at the appropriate rate.

C. Exempt Employees

1. Exempt employees will not be compensated for hours worked in excess of 40 hours per workweek.

2. An exempt employee in a full-time management position designated by the Agency board of directors as an administrative leave classification shall be entitled to administrative leave as set forth in Section 5.10.020.

5.05.100 - PAYMENT OF WAGES

POLICY

A. The Agency pays its employees on a biweekly basis. The following are the guidelines used for payment of wages.

GUIDELINES

B. Pay Dates/Pay Periods

1. All employees of the Agency are paid every other Friday for work performed during the previous two-week pay period. The pay dates will also be posted in the lunch area of the office.

2. Employees are paid for work performed during the previous pay period. If a regular payday falls on a Saturday, Sunday or holiday, employees will be paid on the preceding workday.

3. By law, required deductions must be made in each pay period for federal and state income taxes and state disability insurance.

4. If there is a discrepancy in pay or the employee feels that payroll made a mistake, he/she should notify payroll or the executive director or authorized designee immediately, who will address the issue within a reasonable amount of time.

C. Timekeeping Requirements

1. Accurate recording of time worked is the responsibility of every employee. Federal and state laws require the Agency to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

2. Because the Agency bills all or part of the time spent by most employees to specific projects for accounting and reimbursement purposes, all employees must also complete accurate time sheets by work elements and submit them promptly by the due dates.

3. All employees must keep timesheets and accurately record actual time worked, as well as days taken off for vacation, sick or personal leave.

4. Both exempt and non-exempt employees must indicate the allocation of their hours worked to the appropriate project budget and/or work element.

5. Any errors on a timesheet should be reported immediately to the supervisor, who will attempt to correct legitimate errors.

6. It is the employee's responsibility to certify the accuracy of all time recorded. Supervisors must review and then approve the time sheets before submitting them for payroll processing. Tampering, altering, or falsifying time or billing records may result in disciplinary action, up to and including termination of employment.

D. Automatic Payroll Deposit

1. The Agency may offer automatic payroll deposit for all employees. The employee may begin and stop automatic payroll deposit at any time. To begin automatic payroll deposit, the employee must inform payroll one pay period prior to the pay period that the service is to begin. The employee should monitor his/her payroll deposit for the first two pay periods after the service begins. A voided check showing the employee's account number must be submitted with a request for automatic payroll deposit. To stop automatic payroll deposits, employees should inform payroll one pay period prior to the pay period in which they wish to stop the automatic service.

5.05.110 - ATTENDANCE AND TARDINESS

A. POLICY

1. Consistent attendance and punctuality are required standards for the Agency's business operation, and therefore an integral part of each employee's performance standard. Poor, uncertain, or irregular attendance produces disruptive results for operations, lowers overall productivity and continuity of work, and is burdensome to other employees.

2. Employees are required to report to their designated work location at the prescribed time work activity is to commence. Tardiness, un-excused absences, and/or failure to report as required is/are not acceptable.

3. In all cases of an employee's absence, the employee should provide the supervisor with a truthful reason for the absence and, if applicable, the probable duration of the absence. Employees unable to adhere to the Agency's attendance policy will be subject to disciplinary action, up to and including termination of employment.

B. GUIDELINES

1. If an employee is unable to report to work on time due to illness, injury, or any other reason, the employee should notify or cause to be notified his/her immediate supervisor, or if that person is unavailable, the receptionist followed with a voice mail message or email about the reason for the absence to the employee's supervisor within an hour of the employee's schedule start time, or as soon as reasonably possible.

2. Excessive or repetitive tardiness or absenteeism, regardless of reason(s), which renders an employee insufficiently available for work or negatively impairs the operations of the Agency, will be evaluated on a case-by-case basis to determine the merits of disciplinary action, up to and including termination of employment.

3. Employees absent without calling in to report the absence may be considered to have voluntarily resigned from employment with the Agency as of the first day of

absence. This "no-call/no-show" policy applies to all situations other than extreme emergencies.

5.05.120 - MANDATORY MEETINGS/TRAINING

(Updated 2/17/26)

A. POLICY

1. The Agency must pay employees for attendance at meetings, seminars and training programs under the following conditions:

    a. The Agency requires attendance.
    b. The meeting or seminar is directly related to the employee's job.
    c. The employee who is required to attend such meetings, seminars or training programs will be notified of the necessity for such attendance by his/her supervisor.

B. For non-exempt employees only:

1. Consistent with Policy Section 5.05.090, any hours in excess of the employee's normal 40-hour workweek will be paid at the appropriate overtime rate, if applicable, at the hourly rate in effect at the time the overtime work is being performed, and upon approval by the supervisor.

2. In lieu of overtime pay, the employee may choose compensatory time off at the rate of one and one-half hours per one hour of overtime worked for non-exempt employees. Use of compensatory time off requires the supervisor's approval.

C. GUIDELINES

1. Employees requesting approval to attend a budgeted seminar or conference should complete a written request, including estimated expenses. The request should be submitted to the supervisor and executive director or authorized designee and must be approved before attending. Itineraries should be arranged in a way that minimizes overtime, if possible. Appropriate meals will be reimbursed with the registration fee or by submitting an employee expense form, with attached receipts unless an IRS per diem rate is approved.

2. If the employee uses his/her own car, mileage reimbursement will be made at the current IRS rate. Travel expenses will be reimbursed upon presentation of required receipts and an employee expense form. Approval of reimbursement must be provided by the executive director or authorized designee. Advances for reimbursable expenses may be made for one-day seminars or workshops on a case-by-case basis.

3. At completion of approved training, employees may be asked to provide the following information related to their training for agency and employee personnel

records: employee name, trainer's name, date and duration of the training, core competencies covered, and any resulting certification.

5.05.130 - STANDARDS OF CONDUCT

A. POLICY

1. Like all other organizations, the Agency requires order, discipline, and performance to succeed and to promote efficiency, productivity, and cooperation among employees. It is not possible to list all forms of behavior that are considered unacceptable in the workplace. Examples of conduct that is prohibited and will not be tolerated by the Agency are listed below. This list is illustrative only, other types of conduct that threaten the security, personal safety and welfare of employees and/or the Agency's operations are also prohibited.

B. GUIDELINES

1. Any actions such as the examples of misconduct listed below will be cause for the Agency to discipline the employee, up to and including termination of employment. These statements of prohibited conduct do not alter the Agency's policy of at-will employment where either the employee or the Agency remains free to terminate the employment relationship at any time, with or without reason or advance notice.

2. Disciplinary action, up to and including termination of employment may be taken against any employee for unsatisfactory performance or for misconduct including, but not limited to, the following:

    a. Absence without leave;
    b. Misfeasance, malfeasance, nonfeasance or neglect of duty;
    c. Incompetence;

3. Inefficiency;

4. Insubordination, including but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management; violation of any lawful or reasonable regulation or order made or given by a superior officer;

5. Theft or negligent or willful damage to public property;

6. Waste or misuse of public supplies or equipment;

7. Discourteous treatment of members of the public or public officers or employees while on duty.

8. The unlawful manufacture, unlawful distribution, unlawful dispensing, unlawful possession or unlawful use of a controlled substance or alcohol intoxication while on duty, while operating an Agency vehicle ("controlled substance" includes any substance described in Sections 11054 et seq. of the Health and Safety Code);

9. Use of alcohol or controlled substances which interferes with the employee's ability to perform his/her duties;

10. Conviction of any criminal act involving moral turpitude;

11. Disorderly conduct while on duty, while attending any event related to employment, while driving a vehicle while on Agency business, or while on Agency-owned or leased property;

12. Conduct unbecoming an Agency employee which indicates the employee is unfit to perform the employee's job functions while on duty, while attending any event related to employment, while driving a vehicle while on Agency business, or while on Agency-owned or leased property;

13. Conduct unbecoming an Agency employee while off duty which by its inherent nature brings disrepute to the Agency or impairs its credibility with the public or other public agencies this provision is not intended to limit an employee's constitutionally protected speech or other lawful off-duty conduct);

14. Dishonesty, including but not limited to falsifying official records, embezzlement or theft;

15. Fraud in obtaining employment;

16. Violation of any of the provisions of this Manual or other applicable policies, or laws;

17. Violation of the Agency's Policy Against Discrimination and Harassment;

18. Removing or borrowing Agency property without prior authorization;

19. Provoking a fight or fighting during working hours or on Agency property;

20. Carrying firearms or any other dangerous weapons on Agency premises at any time;

21. Causing, creating or participating in a disruption of any kind during working hours on Agency property;

22. Using abusive language at any time on Agency premises;

23. Failing to notify a supervisor when unable to report to work;

24. Unreported absence;

25. Failing to obtain permission to leave work for any reason during normal working hours;

26. Failing to observe working schedules, including rest and lunch periods;

27. Failing to provide a physician's certificate when requested or required to do so;

28. Sleeping on the job or excessive attention to personal matters versus office matters;

29. Mailing, using electronic media, or accepting telephone calls for personal reasons of more than a few minutes during working hours, except in cases of emergency;

30. Working overtime without authorization or refusing to work assigned overtime, except under extenuating circumstances;

31. Wearing disturbing, unprofessional or inappropriate styles of dress or hair while working;

32. Violating any safety, health, security or Agency policy, rule or procedure;

33. Committing a fraudulent act or a breach of trust under any circumstances;

34. Committing or involvement in any act of unlawful harassment of another individual;

35. Unsatisfactory job performance or inability to perform job duties in a satisfactory manner;

36. Any other conduct incompatible with service to the public including behavior in the conduct of Agency business which causes, or would tend to cause, discredit to fall upon the Agency; and;

37. Engaging in any unlawful acts, as governed by state and federal laws.

5.05.140 - DISCIPLINARY ACTIONS

A. POLICY

1. Each Agency employee should perform his or her own work for the Agency in compliance with high standards of performance and behavior required in a professional workplace and consistent with the Agency policy. Each employee is responsible for correcting any unsatisfactory performance or behavior in order to maintain high workplace standards. Failure to meet such standards shall be grounds for appropriate disciplinary action, up to and including termination of employment.

2. The procedures set forth in this Section shall not apply to probationary employees who are terminated during probation. These procedures shall not apply to a reduction in force, or a reduction in pay which is part of a reclassification action or reorganization approved by the board of directors.

3. Time limits and formal steps may be waived by mutual written consent of the parties.

B. GUIDELINES

1. If an employee's performance or behavior is unsatisfactory or deficient, the employee may face disciplinary action, up to and including termination of employment. The executive director or authorized designee has the right to determine what disciplinary action is appropriate based on the facts of each case. Any disciplinary action will be related to the severity of the performance or behavioral deficiency, its frequency, its consequences and the employee's record of prior performance and behavior.

2. The executive director may take disciplinary actions regarding an employee's unsatisfactory or deficient performance or behavior and propose corrective actions which the employee should take to bring performance or behavior to expected standards including, but not limited to:

   a. Verbal counseling.

   b. Written notice or reprimand: A reprimand, the details of which are committed to writing and placed in the employee's personnel file. An employee receiving a written reprimand may, within five working days, appeal such action to the executive director or authorized designee. Within five working days thereafter, the executive director or authorized designee shall respond to the employee in writing by either granting in whole or part or denying the appeal. Such response shall be final.

   c. Intermediate Disciplinary Action: Suspension of employee from work with or without pay; demotion of employee from current position to lower-paid position or class; and/or reduction in base pay. An employee receiving a suspension without pay, demotion, or reduction in base pay shall be afforded the opportunity to clear him/herself through the notice and response

provisions below. Following a review of the proposed disciplinary action, the executive director or authorized designee shall issue a decision based upon the facts presented and the employee's response. If any proposed disciplinary action is to be implemented, the decision shall include the specific findings made against the employee, the effective date of the action, and reference to this article regarding possible further appeal of the decision.

3. Severe Disciplinary Action: Termination of employment. An employee whose employment is proposed to be terminated shall be afforded the procedural protections noted below. Subject to the provisions of the California Fair Employment and Housing Act, any employee can be terminated from employment because of mental or physical inability to perform the essential functions of the employee's job even with reasonable accommodations, as determined by a medical or mental examination. Likewise, an employee who voluntarily quits employment through unauthorized absence may be considered to have abandoned his/her position.

C. The Agency is not required to treat each form of discipline as a step in a series to be followed with an employee before termination of employment. A serious or major performance or behavioral deficiency may result in a more severe disciplinary action, including immediate termination of employment, and may not necessarily be preceded by less severe forms of disciplinary action.

D. RIGHT TO REPRESENTATION: An employee subject to a meeting or an investigation that may result in disciplinary action, a pre-disciplinary conference or an appeal hearing has the right to be represented by a representative of his/her choice or an attorney retained by the employee at the employee's expense.

5.05.150 - DISCIPLINARY APPEALS PROCEDURE

A. Prior to imposing any disciplinary action, except verbal counseling or written notice or reprimand, the Agency will meet with the employee to inform the employee about the proposed disciplinary action, the basis for the disciplinary action, including the employee's unsatisfactory or deficient performance or behavior, the severity, frequency and/or consequences of such performance or behavior and any other reasons why such disciplinary action is being imposed. Agency representatives shall include the executive director and may include Agency legal counsel and the Agency human resources contract provider. The employee will be given a reasonable opportunity to respond orally and/or in writing. Nothing in this appeals procedure shall be deemed to alter the at-will nature of employment with the Agency. Rather, the procedure is designed to give employees a fair opportunity to correct any potential errors or otherwise present information in mitigation of their conduct.

B. The following procedures shall be the exclusive means of appeal available to a disciplined employee, depending on the severity of discipline proposed. Disciplinary action may be implemented prior to the completion of any of the listed appeals

procedures.

1. Notice: The employee shall be advised in writing of the proposed disciplinary action when such action is to result in demotion, suspension without pay, or discharge. The written statement shall contain:

    a. A description of the events which necessitated the proposed disciplinary action;
    b. A statement of the charges;
    c. A statement of the proposed disciplinary action;
    d. A copy of the materials, if any, upon which the proposed personnel action is based and notification that the employee may review or make copies of available materials, if any, which are too numerous to supply with the notice;
    e. A statement of the employee's right to representation; and
    f. Notification of the employee's right to meet with the executive director or authorized designee or to submit in writing his/her response to the proposed action, and the date by which the meeting must be requested, or the written response submitted. An employee's failure to notify the Agency of his/her intent to pursue a response meeting and/or written response within three (3) business days of notice shall be deemed a waiver of the right to respond.

2. Employee's Response:

    a. Since the purpose of the response meeting is to enable the Agency to avoid error in taking disciplinary action, any evidence within the employee's knowledge or that of his/her representative's or which is accessible to them which is not presented in this response meeting or otherwise presented to the executive director or authorized designee prior to the taking of final action shall not be entitled to consideration by the Agency.

    b. An employee's opportunity to respond to the designated management representative is not intended to be an adversary hearing. However, the employee may present the names of witnesses in support of his/her opposition to the proposed demotion, suspension, reduction in pay or discharge. The limited nature of this response does not obviate the executive director or authorized designee to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the initial information leading to the proposed discipline. The employee may be accompanied and represented by a person of the employee's choice during the meeting.

    c. Any requested response meeting shall take place within ten (10) business days of notice to the employee of the proposed disciplinary action, unless otherwise agreed to by the Agency and the employee. Employees may submit a written response two (2) business days in advance of the response meeting. If an employee chooses to provide a written response in lieu of a response

meeting, such response shall be provided within ten (10) business days of the notice, unless otherwise agreed to by the Agency and the employee.

3. Agency Response: The designated Agency representative shall give consideration to the employee's response and any information provided during the response meeting, and provide a final decision within five (5) business days. The decision of the Agency representative shall be final, without further right to appeal.

5.05.160 - TERMINATION OF EMPLOYMENT

A. POLICY

1. The executive director or authorized designee may separate employees from employment as necessary and as provided by these policies. Reasons for employee termination from employment include, but are not limited to, dismissal during the probationary period, dismissal by disciplinary action, resignation, death, unexcused absence, disability or medical condition that prevents the employee from performing the essential functions of his/her job even with reasonable accommodations, retirement, or layoff.

2. All employees will be paid in full for accrued and unused vacation and compensatory time off on the last day of employment or within the appropriate timeframe based on federal and state laws.

3. Employees will be advised of the Consolidated Omnibus Budget Reconciliation Act (COBRA) and the Health Insurance Portability and Accountability Act (HIPAA), if applicable.

B. GUIDELINES

1. Resignation - An employee who desires to terminate his/her employment is encouraged to submit a written resignation at least two weeks before the intended resignation date. Supervisors are encouraged to give 30 working days' notice of intent to resign.

2. Non-disciplinary Separation from Employment - The executive director or authorized designee may initiate non-disciplinary separation from employment of an employee for reasons of job abandonment, failure to return to work following an approved leave, enforcement of the Employment of Relatives policy, physical or mental disability that cannot be reasonably accommodated, or other similar non-disciplinary reasons. Employees in positions which require driving as an essential duty may be subject to non-disciplinary separation from employment in the event of denial/exclusions of coverage by the insurance carrier or failure to maintain a valid driver's license.

The executive director or authorized designee shall provide written notice to any employee separated from employment for non-disciplinary reasons. The effective date of employment termination may be determined by the executive director or authorized designee to be the last actual day at work or the date the written notice is signed or a future date. Upon receipt of notice of non-disciplinary separation from employment, the employee may accept the decision or within five days submit a written request to executive director for informal reconsideration of the employment separation decision. Such request must include a statement of facts or information which the employee believes will give the executive director or authorized designee good reason to change the termination decision. The executive director or authorized designee will respond to any such request for informal reconsideration.

3. Organizational Changes - The Agency exercises complete control and discretion over its organization and the methods of performing its work. Whenever in the judgment of the executive director or authorized designee it becomes necessary in the interest of economy and efficiency or because the need for the performance of duties no longer exists, the executive director or authorized designee may eliminate or consolidate any positions.

4. Reduction in Force - At times, the Agency may need to restructure or reduce its workforce. If it becomes necessary to restructure operations or reduce the number of employees, the Agency will attempt to provide advance notice, if possible, so as to minimize the impact on affected employees.

5. Retirement - An employee planning to retire shall submit a written notice at least 30 days before the effective date of retirement.

6. Final Paycheck - Although it is requested that an employee give two-week notice before resigning, if an employee provides a 72-hour notice, the employee will receive the final paycheck on the last day of work. If less than a 72-hour notice is given, the Agency shall release the final check within 72 hours of when notice is given.

   If the employee is terminated involuntarily, a final paycheck will be provided on the day of termination.

7. Return of Agency Property - Upon termination of employment, employees are required to return or provide all equipment, keys, ID cards, Agency login/password/account information, emergency passes, equipment, laptops, emails, computer files, any electronic storage devices, and other Agency property prior to leaving the Agency.

8. Continuation of Group Health Benefits (COBRA) - In accordance with federal and state law, employees and their families, at their expense, may have a temporary extension of health coverage at group rates in certain instances where coverage

under the plan would otherwise terminate. The employee may contact the executive director or authorized designee for more information regarding this benefit.

5.05.170 - COMPLAINT RESOLUTION PROCEDURE

A. POLICY

1. The Agency recognizes the benefit of providing an orderly and expeditious method for resolving problems which may arise from working relationships and conditions. It is the Agency's policy to provide an orderly method for handling problems and complaints in the interest of obtaining fair and equitable solutions.

2. Employees shall be advised that using this process shall not affect their job status, security, or relationship. Employees can exercise this complaint resolution process without retribution.

B. GUIDELINES

1. Any employee has the right to present a problem or complaint arising from his/her employment in accordance with the rules and regulations of this policy. This policy does not apply to disciplinary actions which are addressed in Section 5.05.140.

2. All parties involved in the problem-solving process must act in good faith and strive for objectivity, while attempting to reach a solution at the earliest possible step of the procedure. Employees shall have the assurance that bringing forward a problem or complaint will not result in reprisal of any nature.

3. The Agency is committed to ensuring a prompt and fair problem resolution process, including any necessary investigation process. At the discretion of the executive director or authorized designee and/or the employee's supervisor (unless otherwise required by law), the employee may be allowed to use Agency facilities and work time to deal with their problem or complaint and to go through the complaint resolution process. The use of any office time for this purpose shall not be excessive, nor shall this privilege be abused.

4. In gathering information on a problem or complaint, the employee may discuss the problem or complaint with employees immediately concerned after obtaining permission from their immediate supervisor; and review all documents, records or data related to the situation. A list of such employees must be submitted to the employee's supervisor in advance.

   Upon obtaining permission from their immediate supervisor, the employee shall be permitted to leave the normal work area during on-duty time for such time as is necessary to prepare a written complaint.

If any involved supervisor feels that the time requested would unduly interfere with an adequate level of service, alternative arrangements may be made.

5. Certain time limits in the problem-solving procedure are designed to settle the problem or complaint. The Agency realizes, however, that occasionally the parties concerned may be unable to comply with the established limitations. In such instances, the limitations may be extended upon mutual agreement of all parties concerned.

6. When two or more employees experience a common problem, they may initiate a single problem-solving process.

C. INFORMAL RESOLUTION

1. Within 20 days from the event giving rise to a complaint or from the date the employee could reasonably have been expected to have had knowledge of such event, the complaining employee shall orally discuss his/her complaint with his/her immediate supervisor. The supervisor shall have seven days within which to respond. If the employee is dissatisfied with the response to the complaint, or if he/she receives no response, the employee may, within 14 days after the supervisor's response was due, submit the complaint as a grievance in accordance with the following procedure.

D. FORMAL PROCESS

1. Step 1: If a complaining employee is not satisfied with the resolution proposed at the informal level, he/she may, within 14 days after the supervisor's response was due, file a formal written grievance to the executive director or authorized designee containing a statement describing the grievance, the section of the applicable HR policy allegedly violated, and the remedy requested. The executive director or authorized designee shall, within seven days, have a meeting with the grievant and within seven days thereafter give a written answer to the grievant.

2. Step 2: If the grievant is not satisfied with the answer or if the executive director is the subject of the complaint, the grievant may, within seven days from the receipt of such answer, file a written appeal/complaint to the SRTA general counsel. Within 30 days of receipt of the written appeal, the general counsel, in conjunction with the Agency human resources contract provider, and the board of directors or human resources committee, shall investigate the grievance, which may include a meeting with the concerned parties, and thereafter give a written decision to the grievant within seven days.

Chapter 5.10 - BENEFITS

5.10.010 - HEALTH AND WELFARE BENEFITS

A. POLICY

1. The Agency provides its eligible employees access to comprehensive health and welfare insurance protection including medical, dental, vision, life, and long-term disability insurance. The enrollment and/or cancellation date for all insurance coverage is the 1st of each month, unless otherwise indicated. For example, if an employee's first day of employment is January 15, the first possible enrollment date for the above-mentioned insurance plans is February 1.

   The Agency also provides retirement benefits and other optional benefit plans as outlined below.

   Short-term disability, workers' compensation, paid family leave, and unemployment insurance protection are provided to each employee pursuant to state legal mandates.

   Full details on the Agency's health and welfare benefits are contained within the official plan documents. To the extent anything in this Policies and Procedures Manual conflicts with the official plan documents, the official plan documents shall control.

B. GUIDELINES

Medical Benefits

1. The Agency offers medical insurance to all full-time employees and their dependents through CalPERS. Employees may enroll their spouse, eligible children or registered domestic partners and eligible children of registered domestic partners, according to the rules and guidelines of the health plan. Based on the PERSChoice medical plan premiums (or equivalent) applicable to the area, the Agency will pay for 85% of the Employee Only medical premium, 65% of the Employee Plus One Dependent medical premium, and 65% of the Employee Plus Family (i.e., two or more dependents) medical premium.

2. Part-time employees are eligible for medical benefits through CalPERS; however, the Agency will only pay the minimum provided under the Agency contract with CalPERS under the Public Employees' Medical and Hospital Care Act (PEMHCA).

3. Retiree medical benefits are also offered to employees eligible for medical insurance as determined by the board of directors and consistent with CalPERS requirements under the state Public Employees' Medical and Hospital Care Act (PEMHCA). SRTA is legally required only to pay the PEMHCA minimum in medical

premiums for active and retired employees. However, SRTA has elected to pay amounts above the PEMHCA minimum for full-time employees, administered consistent with PEMHCA standards, as follows:

a. All full-time employees hired prior to July 1, 2012, who retire from the Agency, shall receive up to 100% of the employer-share of medical insurance premiums currently in effect for active employees.

b. *Alternately, effective July 1, 2016, the employee may elect to participate in Section (e) below. Any such election shall be in writing and will be irrevocable once made. Participation in this option precludes the employee from receiving any Agency retiree premium payment above the required PEMHCA minimum.*

c. All full-time employees hired between July 1, 2012, and June 30, 2016, who retire from the Agency shall receive 25% of the employer-share medical premiums after five years of service. Vesting will continue at 2.5% per year until fifteen years of total service at which time the employee is fully vested at a 50% maximum contribution rate.

d. *Alternately, effective July 1, 2016, the employee may elect to participate in Section (e) below. Any such election shall be in writing and will be irrevocable once made. Participation in this option precludes the employee from receiving any Agency retiree premium payment above the required PEMHCA minimum.*

e. All other employees who qualify for CalPERS medical insurance under this section, may elect to participate in an in-lieu retiree medical plan where the Agency will match up to 3% of an employee's annual compensation to a retirement savings plan on a dollar-for-dollar basis. The employee shall immediately vest in all Agency contributions. Eligible retirement savings plans made available by the Agency include IRS Section 457 and 401(a) plans and may include other plans approved by the board of directors.

4. The Agency offers, at no cost to all employees, an additional health and wellness management program that permits around-the-clock remote access to health care providers to receive medical consultations and prescriptions without an in-person doctor visit.

C. Dental Benefits

1. Dental benefits are offered to all full-time employees and dependents. The Agency will pay for 63% of the Employee Only dental premium, 56% of the Employee Plus One Dependent dental premium, and 46% of the Employee Plus Family (i.e., two or more dependents) dental premium. Exact dollar amounts will be determined by board of directors' resolution. Any questions on dental coverage can be answered by calling the insurance carrier or contacting the Agency's executive director or authorized designee. Dental coverage is not

available to a retiree or his/her spouse or registered domestic partner or other eligible family members.

D. Vision Care

1. The Agency provides vision care to all full-time employees through an independent carrier as a part of the employee benefit program. The Agency will pay 100% of the Employee Only vision premium; the cost for any dependents will be borne by the employee. An explanation of the plan can be provided by the executive director or authorized designee. Vision coverage is not available to a retiree or his/her spouse or registered domestic partner or other eligible family members.

E. Group Term Life Insurance

1. The Agency provides group term life insurance for all full-time employees, with a minimum coverage of $25,000. Group term life insurance will be combined with accidental death and dismemberment (AD&D) insurance. Consult the SRTA benefits administrator for further information.

F. Long-Term Disability Insurance

1. All full-time employees are offered a long-term disability insurance program through group coverage at the Agency's cost. Consult the SRTA benefits administrator for further information.

G. Short-Term Disability Plan (SDI)

1. All Agency employees participate in the State of California's short-term disability insurance program (SDI). This plan assists employees required to be off work due to a non-work-related illness or injury. This program is paid for by the employee through payroll deductions. Consult the SRTA benefits administrator for further information.

H. Consolidated Omnibus Budget Reconciliation Act (COBRA)

1. Employees and dependents who lose group coverage due to termination of employment or other "qualifying events" (i.e., death of employee, divorce, or separation) may continue health, dental and vision coverage on a self-pay basis under the COBRA option.

2. Upon an employee's or dependent's loss of coverage, the executive director or authorized designee will issue a Notice of Right to Elect COBRA Continuation Coverage for health, dental and vision coverage. To continue coverage under COBRA, the employee should fill out and sign forms provided by the executive

director or authorized designee. Continuation of coverage is paid by the terminating employee directly to the health plan carrier.

I. Paid Family Leave (PFL)

1. Paid Family Leave (PFL) is a state-sponsored insurance program within the State Disability Insurance (SDI) program. Through PFL, all employees receive partial wage replacement while on leave from work to care for a seriously ill or injured family member, to bond with a child, or to participate in a qualifying event because of a family member's military deployment. The benefits of this program, paid for by the employee through payroll deductions, can be explained in more detail by the SRTA benefits administrator.

J. Unemployment Insurance

1. Unemployment insurance provides compensation payable to people unemployed through no fault of their own, who are actively seeking employment and are available and able to work. The Agency pays the entire cost of unemployment benefits for former employees through taxes paid to the state. To receive more detailed information regarding the coverage, please contact the executive director or authorized designee.

K. Retirement Benefits

1. Full-time employees are required to participate in the California Public Employees Retirement System (CalPERS). Part-time employees are required to participate after being employed by the Agency for more than 1,000 hours annually, unless otherwise required by CalPERS. Employees participating in CalPERS are covered under the 1959 Survivor Benefits Program in the event of death prior to retirement.

2. For "legacy" employees, the benefit formula for retirement is 2.0% at age 55 and the employee shall contribute to CalPERS each pay period the entire 7% employee contribution. An employee's final compensation for purposes of determining retirement shall be based on the highest twelve months of compensation consistent with the board of directors approved agreement with CalPERS.

3. For "non-legacy" employees hired on or after January 1, 2013, the benefit formula shall be pursuant to the California Public Employees' Pension Reform Act. Consult the SRTA benefits administrator for further information.

L. Supplemental and In-lieu Retirement Plan

1. As part of the benefits program, the Agency provides to all employees a deferred compensation plan. Employees may contribute to the plan on a voluntary basis.

2. For the period of time in which SRTA does not participate in Social Security, the Agency offers employees a payment into an alternative retirement or deferred compensation plan. The payment is equivalent to the 6.2% of qualifying payroll the Agency would otherwise pay towards employees' Social Security benefits. This 6.2% rate will remain fixed, even if actual Social Security employer contribution requirements change. The board of directors will determine by resolution the type of Agency-sponsored plans that will be implemented.

M. Employee Assistance Program (EAP)

1. All full-time employees shall be entitled to utilize the services contained in the EAP plan as offered by Guardian and paid for by the Agency.

5.10.020 - MANAGEMENT BENEFITS

(Amended 6/30/22)

A. The board of directors recognizes the greater responsibilities inherent in a management position. There are two levels of management:

1. Executive Management: Only the executive director is considered executive management.

2. Management: Other management positions that are exempt and have direct supervisory responsibility as stated in the job description and as designated by the board of directors.

B. SICK LEAVE RETENTION INCENTIVE

1. Upon retiring under the provisions of CalPERS, or upon death, unused sick leave accrued by a management employee shall be paid in accordance with the table below. Upon resignation, the employee shall be entitled to either a) a maximum payment of 50% of that provided for under retirement or death, or b) the maximum provided non-management employees by the appropriate formula, whichever is greater. This will apply in all cases, except for termination of employment for cause.

2. These provisions are applicable for retirement or death whether or not a portion of the accrual was earned in a position other than that from which the employee is terminating.

Years of Continuous Service	Percentage of Accrual Subject to Compensation
5 through 9	20% of first 30 days, 10% of accrual balance
10 through 14	40% of first 60 days, 15% of accrual balance
15 through 19	60% of first 60 days, 30% of accrual balance
20 or more	80% of first 60 days, 45% of accrual balance

3. As an option to the above payoff provisions, a retiring employee may request in writing for pre-retirement time off, in lieu of equivalent direct compensation. Such time off is to be computed on the basis of dividing the total eligible payoff by the employee's daily rate as of when the requested time would be used by the employee. It shall be taken as full-time off immediately prior to his/her stated retirement date to the extent of the computed number of days of eligibility. Employees shall not accrue any additional leave benefits while running out accrued sick leave prior to retiring. This option, once requested and granted, is binding on the SRTA and the employee.

4. An employee retiring may convert some or all of his/her accumulated but unused sick leave to CalPERS service credit upon retirement. Any sick leave utilized for cash payment as provided in the above sections shall not be available for such conversion.

5. Employees who are depleting leave balances (including vacation, sick leave or administrative leave) immediately prior to retirement shall not be eligible for holiday pay or accrual, which might otherwise accrue during the leave period.

C. LIFE INSURANCE

1. The Agency shall provide a group life and accidental death and dismemberment policy at Agency expense equal to each management employee's actual base salary. In no event shall such amount be less than $50,000, nor more than $80,000. Management employees shall be allowed to purchase additional insurance in an amount up to three times annual salary at the employee's own expense.

D. SALARIED STATUS

Employees occupying positions designated as management positions are salaried employees and are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). For payroll purposes, such employees are compensated on a biweekly salary basis. The provisions of such salaried status are as follows:

1. For the performance of prescribed duties, a management employee receives a salary and is expected to work the necessary hours required to fulfill the responsibilities of the position.

2. For absences of one full workday or more, a management employee will deduct such time from the employee's applicable vacation, sick leave, or administrative leave accrual.

3. Subject to approval by the executive director or authorized designee, reasonable time off of amounts of less than one full workday is authorized for a management employee for personal use during normal work hours, without loss of salary.

4. In addition to Chapter 5.10 above, when an employee is medically required to work part time on a temporary basis (of at least ten work days or more) or who otherwise requests a part time schedule on a temporary basis (of at least ten work days or more), and the employee's request is approved by the executive director or authorized designee, the employee's partial day absences during that time will be deducted from the employee's leave balances and the employee will receive his/her full salary. However, if the employee is medically required to work part-time on a permanent basis, or the employee otherwise requests a part time schedule on a permanent basis, and the employee's request is approved by the executive director or authorized designee, the Agency will reduce the employee's allocation to reflect the expected reduced work schedule (for example .5 FTE for half time work instead of 1.00 FTE) and the employee will receive a salary commensurate with the reduced permanent allocation.

E. ADMINISTRATIVE LEAVE

1. A management employee is entitled to 80 hours of administrative leave per calendar year, which shall be lost if not used by the end of the year. This time will be credited on the first payday on or after January 1 and is neither accumulative from year to year nor to be considered part of earned vacation accrual. A new eligible employee will receive a portion of the time, in advance, on a prorated basis consistent with his/her date of appointment.

2. In lieu of paid time off under this benefit plan, a management employee may request and receive payment for up to a maximum of 40 hours of unused administrative leave. Payment shall be made at the base hourly rate, without add-ons. A request for payment may be made in November or December and will be granted only if the employee has already taken at least 80 hours of vacation and/or administrative leave between the preceding January 1 and the date of request for payment.

3. Pre-retirement Leave: employees who are depleting leave balances immediately prior to retirement shall not be eligible for additional administrative leave credit which might otherwise accrue during the leave period.

3. A management employee separating from Agency employment will not receive payment for unused administrative leave.

F. MANAGEMENT PAY DIFFERENTIAL

1. Principles of a Management Pay Differential: The salary of an employee in a management classification should be set at a range that is at least 5% more (F step to F step comparison including subordinates' pay stipends, if appropriate) than the subordinate classifications the manager is required to supervise. This concept includes as a principle that the manager be responsible for performance

evaluations, direction of the work performed, and input into the hiring and discipline process.

2. Process for Management Pay Differential: A manager may apply in writing to the executive director or authorized designee for consideration of a pay class stipend if a subordinate classification is at a salary range that is not at least 5% less than the manager's classification. Such stipends will be granted in one-half percent (.5%) increments. When applied, the effect of this stipend will be that the manager's salary range will be 5% above the subordinate's salary range (based on F step comparisons including subordinates pay stipends, if appropriate), without regard to the salary step of the current subordinate. The pay stipend will be processed as a salary earnings type on a personnel action. The executive director or authorized designee will review the stipend periodically for continued appropriateness or when classifications are changed due to reclassification, salary and benefit changes, or other such changes. The decision of the executive director or authorized designee to grant or not grant a pay stipend is final unless the manager appeals to the board of directors. The findings of the board are final.

5.10.030 - HOLIDAYS

A. The following are official holidays for full-time employees:

1. January 1, New Year's Day
2. The third Monday in January, Martin Luther King, Jr. Day (this will be a floating holiday)
3. February 12, Lincoln's Birthday (this will be a floating holiday)
4. The third Monday in February, Presidents' Day
5. The last Monday in May, Memorial Day
6. July 4, Independence Day
7. The first Monday in September, Labor Day
8. November 11, Veterans' Day
9. The fourth Thursday in November, Thanksgiving Day
10. The day following Thanksgiving Day
11. December 24, Christmas Eve
12. December 25, Christmas Day

B. EQUIVALENT TIME OFF OR PAY FOR HOLIDAYS

1. Holiday Pay and Accrual

a. Full-Time Employees with an approved 40-hour workweek shall receive compensation for up to eight hours of holiday pay for each holiday. Full-time employees working less than a 40-hour workweek (but not less than a 30-hour workweek) shall receive a pro-rated holiday credit based on their approved regular work schedule pursuant to Section 5.05.080 (C) of this Manual.

b. Part-Time Employees shall not receive holiday pay.

C. HOLIDAYS FALLING ON WEEKEND DAYS

1. When a holiday listed above falls on Sunday, Monday will be observed as the paid holiday in lieu thereof. When a holiday listed above falls on a Saturday, the immediately preceding Friday shall be observed as the paid holiday in lieu thereof. In those years in which December 24 falls on a Friday, December 23 shall be observed as the paid holiday in lieu thereof. In those years in which December 25 falls on a Monday, December 26 shall be observed as the paid holiday in lieu thereof.

D. COMPENSATION FOR WORK ON HOLIDAYS

1. If a full-time employee is required to work on a holiday, he/she shall be paid at their regular rate of pay in addition to the holiday pay.

E. FLOATING HOLIDAYS

1. As shown above, Martin Luther King, Jr. Day and Lincoln's Birthday will be floating holidays. Full-time employees shall be granted up to 16 hours of floating holiday credit at the beginning of each calendar year. Full-time employees working less than a 40-hour workweek (but not less than a 30-hour workweek) shall receive a pro-rated holiday credit based on their approved regular work schedule pursuant to Section 5.05.080 (C) of this Manual. Employees must schedule any floating holiday with advance notification of and approval by the supervisor. Floating holidays must be taken in 8-hour increments, consistent with one full regular workday. Floating holidays are not accruable and those unused at the end of the calendar year will be eliminated from the employee's available leave bank and may not be cashed out. Floating holidays are not considered vacation and may not be cashed out upon separation from the agency.

5.10.040 - VACATION

A. ACCRUAL SCHEDULE

1. Full-time employees shall accrue the following hours-- vacation time for each paid regularly scheduled working hour. Vacation shall not accrue for any hours worked in excess of the regularly scheduled work week.

Years of Continuous Service	Vacation Hours Accrued Per Hour	Equivalent Days Per Year
0 through 3	.0385	10
4 through 9	.0577	15
10 through 15	.0654	17
16 and thereafter	.0769	20

B. TIMES AND CONDITIONS OF TAKING VACATION

1. All vacation time must be approved in advance by the executive director or designee. Any available compensatory time off shall generally be used prior to using vacation time. No employee shall be allowed paid vacation time off in excess of that accrued.

2. The maximum vacation accumulation which may be accrued by a full-time non-management employee without losing additional credit shall be 78 times the bi-weekly rate of accumulation of a full-time employee. The maximum time limits for vacation accrual shall be extended by the executive director or authorized designee as follows:

    a. For up to 13 pay periods if the executive director or authorized designee cancelled a previously scheduled employee vacation or rejected a timely employee vacation request if the executive director or authorized designee determines that circumstances so warrant.

    b. For a period of any paid leave of absence due to illness or injury, plus, at the discretion of the executive director or authorized designee, up to 13 pay periods, if an employee attains maximum accumulation during such leave.

    c. Additional time accrued by an employee under paragraph 2 above shall not be lost at the end of the extension; provided, the employee takes time off to reduce his/her maximum accumulation to that provided under "a" above within the 26 pay periods immediately following the extension. Such an extension shall not be approved more than once in each calendar year.

3. The maximum vacation accumulation which may be accrued by a management employee without losing additional credit shall be 104 times the employee's biweekly accrual rate.

C. PAYMENT IN LIEU

1. Any person terminating employment, or who is laid off, or who is granted military leave of absence, other than temporary military leave for a period not exceeding six months, shall be entitled to payment in lieu of earned vacation not taken at the equivalent hourly rate of salary only for the remaining days prior to termination. Employees terminating employment shall not earn or accrue additional vacation time, but shall be paid out their vacation time accrued up to the date of termination. Where an employee is retiring sections 2 and 3 below apply.

2. Persons retiring under the provisions of the Public Employees' Retirement System may remain on the payroll on vacation status until such accumulated vacation time for which they are eligible has been exhausted. An appointing authority may fill such a position immediately following the last day actually worked, provided funds are available.

3. Employees shall not accrue additional paid leave benefits while running out accumulated vacation time immediately prior to the final day of paid status.

5.10.050 - SICK LEAVE

A. EARNED ACCRUAL RATE

1. All employees shall accrue 0.0462 hours of sick leave for each regularly scheduled working hour not to exceed 3.696 hours per pay period. Sick leave shall not accrue for any hours worked in excess of the regularly scheduled work week.

B. USAGE

1. Paid sick leave may be used to care for a health condition of, or to seek preventative care for, the employee, the employee's family member, or another designated person. For purposes of this policy, "family member" is defined as an employee's spouse, registered domestic partner, child, parent, grandparent, grandchild, or sibling, or the child or parent of the employee's spouse or registered domestic partner. "Designated person" means any individual identified by the employee at the time the sick leave is utilized. An employee may only identify one designated person in a 12-month period for purposes of sick leave. An employee may also use sick leave to seek assistance for issues related to certain qualifying crimes (see the Agency's Policies for Time Off for Crime Victims and Time Off to Attend Court Proceedings for additional information), as well as for jury duty and witness leave.

2. If the need for paid sick leave is foreseeable, the employee is required to provide reasonable advance notice to the Agency. Otherwise, the employee is required to provide notice of the need for sick leave as soon as practicable.

C. EXCEPTIONS

1. Employees on a leave of absence are generally not entitled to paid sick leave benefits for any sickness or disability sustained while on leave other than his/her regular vacation.

2. An employee who becomes ill while on vacation leave and wishes to be placed on sick leave shall make such request to the executive director or authorized designee as soon as practicable.

5.10.060 - SICK LEAVE RETENTION INCENTIVE PAYMENT

A. POLICY

1. Upon separation or termination, other than discharge for cause, an employee shall become entitled to payment for accumulated sick leave in accordance with the table below.

Years of Continuous Service	% of Accumulation Eligible for Cash Payment	Maximum Payment
5 through 9	10.00%	$3,500
10 through 14	25.00%	$4,500
15 through 19	37.50%	$6,000
20 or more	50.00%	$6,000

B. SICK LEAVE - CalPERS SERVICE CREDIT CONVERSION

1. An employee may convert some or all of his/her accumulated but unused sick leave to CalPERS service credit upon retirement. Any sick leave utilized for cash payment as provided in the above section shall not be available for conversion.

C. STATE DISABILITY/PAID FAMILY LEAVE BENEFITS

1. Disability insurance benefits shall be extended to employees in accordance with the terms and conditions of the State Disability Insurance Program. Each employee shall contribute to the plan through payroll deductions. Accrued sick leave can be used to supplement the disability benefit and must be exhausted prior to the use of other accrued leave balances. An employee may elect, in advance, to use accrued vacation, compensatory time off or holiday time to supplement the disability benefit. The total compensation from accrued leaves and disability benefits shall not exceed the employee's base salary at the time of disability. Disability benefits will be considered the primary benefit and leave accruals will be used and treated as secondary to supplement the employee's earnings.

2. Paid Family Leave (PFL) insurance will be administered as described above, except employees will be required to use sick leave balances after PFL has been exhausted, assuming the employee (1) is not on CFRA leave while receiving wage replacement benefits and (2) the sick leave is not provided under the Healthy Workplaces, Healthy Families Act.

5.10.070 - INDUSTRIAL LEAVE

A. POLICY

1. To receive industrial leave, an employee must apply for workers' compensation benefits and supply supportive medical evidence that there was an industrial injury or disease contracted in the course and scope of employment which prevents the employee from performing his/her duties. Employees should report

all on-the-job injuries or illnesses, no matter how slight, to their supervisor immediately. Employees injured at work will receive regular wages for any time lost to obtain medical attention on the date of their accident.

Industrial leave compensation shall be applied to wage loss for the date of injury and subsequent workdays lost during the 30 days immediately following the date of injury. In no event shall compensation exceed 32 hours.

On the fourth consecutive calendar day following the date of injury or illness, provided the employee remains off work, temporary disability benefits will then be paid in accordance with Labor Code §§ 4650 et seq.

Beginning with the date temporary disability benefits are applicable and every day of covered absence thereafter, in the following order, an employee's sick leave, compensatory time off, administrative leave, and vacation may be charged to assure that, when added to temporary disability benefits paid under workers' compensation, the employee will receive as near to but not exceeding his/her full salary or wage. The employee, at his/her option, may elect any order of application of sick leave, compensatory time, administrative leave, vacation, or none of the preceding benefits if he/she notifies the executive director or authorized designee in writing within 14 days of the date of injury.

The Agency shall continue making its portion of Health Plan payments, including dependent premiums, for employees who are on medical leave without pay due to an on-the-job injury or illness for a maximum of 26 pay periods. In some instances, this benefit may run concurrently with State Disability Insurance or Paid Family Leave benefits. Workers' Compensation benefits shall not be considered as pay when applied to this section. Workers' compensation leave may also run concurrently with leave under the California Family Rights Act ("CFRA").

All employees returning to work following treatment for a work-related injury or illness must present a return-to-work release, signed by the treatment provider. Any employee attempting to return to work without a signed return-to-work release will be referred back to their treatment provider and the Agency may consider time away from work as unexcused.

5.10.080 - BEREAVEMENT LEAVE

A. POLICY

1. An employee who has worked for the Agency for at least 30 days is entitled to five (5) days of bereavement leave for the death of a family member. "Family member" means: spouse, registered domestic partner, father, mother, son, daughter, sister, brother, grandparent, grandchild, parent-in-law, step grandparents, stepparents, stepchildren, stepsisters, stepbrothers, and step grandchildren. The days of bereavement leave do not need to be consecutive.

The leave must be taken within three (3) months of the date of the family member's death. An employee requesting bereavement leave is entitled to use his/her vacation, personal leave, accrued and available sick leave, or other compensatory time off that is available to the employee.

a. Verification of Bereavement Leave - Satisfactory proof of death may be required at the discretion of the executive director or authorized designee for any use of bereavement leave. Verification of proof of death must be provided within 30 days of the first day of the requested bereavement leave.

2. Full-time employees shall be entitled to paid bereavement leave without loss of pay or charge against available paid time off up to a maximum of 40 working hours (i.e., five days). Full-time employees working less than a 40-hour workweek (but not less than a 30-hour workweek) shall receive pro-rated bereavement pay based on their approved regular work schedule pursuant to Section 5.05.080 (A)(4) of this Manual.

3. Full-time employees working a 40-hour work week are also entitled to additional, bereavement leave, up to a total of 40 hours (i.e., five (5) days) that is unpaid unless the employee chooses to apply his/her available and accrued vacation, sick leave, or other compensatory time off that is available to the employee to any unpaid portion of the bereavement leave. Full-time employees working less than a 40-hour workweek (but not less than a 30-hour workweek) are entitled to unpaid leave at a pro-rated rate based on their approved regular work schedule and may apply available and accrued vacation, sick leave, or other compensatory time off.

4. Part-time employees working less than a 30-hour workweek shall be entitled to pro-rated paid bereavement pay without loss of pay or charge against available paid time off, up to a maximum of 18 hours, based on their approved regular work schedule; and may request additional bereavement leave, up to 30 hours of unpaid leave at a pro-rated amount, unless they choose to apply available and accrued vacation, sick leave, or other compensatory time offt.

5.10.085 – PERSONAL LEAVE WITHOUT PAY

A. POLICY

1. A non-exempt full-time employee may request up to 10 days per calendar year of unpaid leave for personal reasons. An employee requesting leave without pay should not have any remaining compensatory time off accrued and shall have less than one year's worth of vacation accrual available. No benefits such as sick leave and vacation will accrue when taking unpaid leave under this provision. Requests for leave without pay shall be approved in advance by the executive director or designee in consideration of work duties and deadlines and shall not be unreasonably denied.

5.10.090 – CFRA LEAVE; PREGNANCY DISABILITY LEAVE; AND MISCELLANEOUS EMPLOYEE LEAVE POLICIES

A. POLICY

1. There are many reasons an employee need a temporary leave of absence. Continued pay, benefits and reinstatement rights depend on the employee circumstances, and state and federal requirements. Requests for leave shall be discussed with the Agency human resources contract provider and the executive director. Requests shall be submitted in writing by the employee with sufficient detail for the Agency to make a determination under the applicable policies or laws. The executive director or authorized designee may grant or deny the requested leave of absence for some or all of the requested period, where permitted by law. Requests for leave shall not be unreasonably denied.

B. RELEASE FROM DUTY

1. When the best interest of the Agency requires the immediate removal of the employee from his/her position, any employee may be released from regularly assigned duties, with pay and benefits, by the executive director or authorized designee for a period not to exceed two weeks of pay based on the employees approved work schedule. Upon showing of good cause by the executive director or authorized designee, such release from duty may be extended up to an additional two weeks.

C. LEAVE UNDER THE CALIFORNIA FAMILY RIGHTS ACT (CFRA)

1. The California Family Rights Act of 1993 (CFRA) provides up to 12 weeks of unpaid, job-protected leave for bonding with a new child by birth, adoption, or foster care placement, for an employee's own serious health condition or that of the employee's child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, domestic partner, or other designated person, or for a qualifying military exigency. For purposes of this policy, "designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. An employee may identify a designated person at the time the employee requests the leave. An employee is limited to one designated person per 12-month period for purposes of CFRA leave. While the law provides only unpaid leave, an employee may choose, or employers may require, use of accrued paid leave while taking CFRA leave under certain circumstances.

2. To quality for CFRA leave:

    a. An employee needs to take time off from work for bonding with a new child by birth, adoption, or foster care placement, for their own serious health condition or that of their child, parent, parent-in-law, grandparent, grandchild,

sibling, spouse, domestic partner, or other designated person, or for a qualifying military exigency.

b. The employee must have worked more than 12 months for the Agency and have worked at least 1,250 hours in the 12-month period before the date of leave.

c. If the employee is taking a leave to bond with a new child by birth, adoption, or foster care placement, the basic minimum duration of the leave is two (2) weeks (though the employee is entitled to a shorter duration of leave on any two occasions), and the employee must conclude the leave within one (1) year of the birth or placement for adoption or foster care.

3. CFRA leave is separate and distinct from pregnancy disability leave (see below). Pregnancy disability leave does not run concurrently with leave under the CFRA. However, where applicable, a workers' compensation leave will run concurrently with leave under the CFRA.

4. If possible, the employee must provide at least 30 days' advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events that are unforeseeable, the employee should notify his/her supervisor, the executive director or authorized designee, or human resources, at least verbally, as soon as the employee learns of the need for leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until compliance with this notice policy.

5. Certification from the employee's health care provider may be required before the Agency approves an employee's leave for pregnancy disability or his/her own serious health condition. Certification from the health care provider of an employee's family member who has a serious health condition may also be required before approval of a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or reduced work schedule.

6. An employee who is covered under the Agency's group health insurance plan will be allowed to continue their coverage as if they were actively working. Health insurance benefits will be continued for the duration of CFRA leave, provided the employee continues to pay any insurance premium contributions they were paying before the leave began.

7. The complete eligibility requirements and terms of CFRA leave are included in the applicable regulations. Employees who believe they may be eligible for leave under the CFRA should contact Human Resources for more details.

D. <u>PREGNANCY DISABILITY LEAVE/REASONABLE ACCOMMODATION</u>

1. Notice: The Agency complies with the Pregnancy Disability Leave (PDL) and reasonable accommodation provisions of the California Fair Employment and Housing Act (FEHA).

2. Reasonable Accommodations: The Agency will provide reasonable accommodations for a female employee for conditions related to pregnancy, childbirth, or related medical conditions, if she so requests, with the advice of her health care provider. Such accommodations may include temporarily modifying work practices and duties, allowing more frequent breaks, modifying work schedules to permit earlier or later arrivals, providing furniture, or transfer to a less strenuous position (where available) or duties. A reasonable accommodation may also include intermittent time off or a leave of absence as set forth below. In some cases, a request for a reasonable accommodation must be supported by a certification from the employee's health care provider. What constitutes a reasonable accommodation will be determined through an interactive process between the Agency and the employee, with input from the employee's medical provider, and will be dependent upon the unique circumstances of each situation.

3. Pregnancy Disability Leave: If a female employee is disabled by pregnancy, childbirth, or related medical conditions, or needs to take time off for prenatal care, she is entitled to take an unpaid pregnancy disability leave of up to four months (i.e., 17 1/3 weeks) for the period of time she is actually disabled.

    a. A "four-month leave" means the number of days the employee would normally work within four months. For a full-time employee who works five eight-hour days per week, "four months" means 88 eight-hour days of leave entitlement. For employees who work more or less than five days a week, the number of working days which constitutes "four months" is calculated on a pro rata or proportional basis.

    b. Leave may be taken intermittently or on a reduced work schedule when medically advisable, as determined by the employee's health care provider.

4. Pregnancy disability leave contains a guarantee of reinstatement to the same position subject to any defense allowed under the law. In some instances, an employee may be reinstated to a position that is comparable (same tasks, skills, benefits, and pay).

    a. Notice: If an employee's need for a pregnancy disability leave or transfer is foreseeable, she must give the Agency at least 30 days' prior notice of the need for leave or transfer, preferably in writing. If this is not practicable or the need for leave is unforeseeable, the employee must at least give notice as soon as practicable (generally either the same day or the next business day after learning of the need for leave). Failure to provide such notice may be grounds for delay of leave. Additionally, the employee must consult with the Agency

and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to Agency operations. Any such scheduling will be subject to the approval of the employee's health care provider.

5. Medical Certification & Recertification: In connection with a request for a pregnancy disability leave, the employee must provide appropriate medical certification from the relevant health care provider within 15 calendar days after the request for leave, if practicable. If the employee provides at least 30 days' notice before the commencement of the leave, she should provide the medical certification before leave begins. Failure to timely provide a complete and clear medical certification may be grounds for delay or denial of the leave, or for non-designation of the leave as Pregnancy Disability Leave.

    a. The certification indicating disability necessitating a leave should contain:

        I. The date on which the employee became disabled due to pregnancy.

        II. The probable duration of the period or periods of disability, and

        III. An explanatory statement that, due to the disability, the employee is unable to work at all or is unable to perform any one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.

    b. A certification indicating the medical advisability of a transfer should contain:

        I. The date on which the need to transfer became medically advisable,

        II. The probable duration of the period or periods of the need to transfer, and

        III. An explanatory statement that, due to the employee's pregnancy, the transfer is medically advisable. Additionally, the explanatory statement should contain a description of the accommodation/transfer.

        Upon the expiration of the time period which the health care provider originally estimated that the employee needed, the Agency may require the employee to obtain recertification if additional time is requested by the employee.

6. Pay Status: Pregnancy Disability Leave is unpaid leave unless an employee has accrued leave balances (including compensatory time off, administrative leave, holiday credit, vacation, and sick leave). Where the employee has accrued leave balances, the following will apply:

a. The employee must use accrued sick leave. The employee also has the option, but is not required, to use vacation and other accrued leave balances.

b. However, if an employee is receiving wage replacement benefits including, but not limited to, State Disability Insurance (SDI), Paid Family Leave (PFL) insurance, or workers' compensation payments, while taking Pregnancy Disability Leave, the employee will not be required to coordinate accrued leave balances with these benefits unless he/she so chooses. An employee must notify payroll immediately if/when she receives wage replacement benefits and if she wishes accrued leave to be coordinated with these benefits. The substitution of paid leave for unpaid leave does not extend the maximum leave period. Further, in no case may the substitution of paid leave for unpaid leave, or coordinating leave balances with wage replacement benefits, result in the employee receiving more than 100% of his/her salary. If the employee is not eligible to substitute paid leave, she may still be eligible for unpaid Pregnancy Disability Leave. An employee will not earn any additional paid time off during the unpaid portion of his/her leave.

5.10.100 – JURY AND WITNESS DUTY

A. Full-time employees who are subpoenaed to appear as jurors or witnesses in court cases, other than those of a personal nature, will be paid their full hourly rates based on their approved work schedule. Cases of a "personal nature" do not include cases where an employee is a victim of a crime or abuse seeking to obtain relief (such as a temporary restraining order, restraining order, or other injunctive relief) for their own health, safety, or welfare or that of their child.

   a. The employee is required to report to work if, at the time he/she is released, more than two hours remain to their workday. Upon return, the employee should submit the stamped verification of jury duty receipt issued by the Court. The employee should submit to his/her immediate supervisor a completed leave request form which indicates the day(s) required for attendance if known beforehand or submit the leave request form immediately after.

B. The Agency shall not discharge or discriminate in any manner against an employee for taking time off to serve on an inquest jury or trial jury as required by law, provided that the employee, prior to taking such time off, gives reasonable notice that he/she is required to serve. Similarly, the Agency shall not discharge or in any manner discriminate or retaliate against an employee who is a victim of a crime or abuse for taking time off to appear in court for any judicial proceeding or to seek any relief (such as a temporary restraining order, restraining order, or other injunctive relief) for their own health, safety, or welfare or that of their child. An employee taking time off for the purposes described in this paragraph may use his/her vacation, personal leave, or compensatory time off that is otherwise available.

5.10.110 - VOTING TIME

A. The Agency wishes to support and encourage employees in their opportunities and responsibilities as citizens to cast their ballots in general election years. Under most circumstances, it is possible for employees to vote either before coming to work or after the end of the workday. If the employee does not have sufficient time outside of working hours to vote at a state-wide election, a maximum of two hours of time off with pay at the beginning or end of the regular workday will be given. The employee must request this time off at least two working days before the election if this time off is necessary.

5.10.120 - MILITARY LEAVE

A. An employee who is a member of the Reserve Corps of the Armed Forces of the United States or of the National Guard will be allowed time off in accordance with current provisions of federal and state laws and regulations. Employees may be entitled to reinstatement upon completion of military service, provided they return or apply for reinstatement within the time required by law. An employee whose spouse is a member of the Reserve Corps of the Armed Forces of the United States or of the National Guard may be entitled to leave under certain circumstances. The employee should contact the executive director or authorized designee in advance for information regarding reinstatement rights.

5.10.130 - VOLUNTEER CIVIL SERVICE PERSONNEL

A. Employees will be allowed to take time off to perform emergency duty as a volunteer firefighter, peace officer or emergency rescue personnel. If an employee is an official volunteer firefighter, he/she should alert the executive director or authorized designee that they might have to take time off for emergency duty. When taking time off for emergency duty, the supervisor should be advised before doing so when possible.

5.10.140 - SCHOOL APPEARANCE LEAVE

A. Sometimes, an employee may need to appear at his/her child's or ward's school in connection with disciplinary action by the school. Any time taken off for this purpose will be unpaid.

B. GUIDELINES

1. The employee should give reasonable notice for the planned time off.

2. Although the time off is unpaid, employees may use vacation, personal or compensatory time to cover the time taken for the school visit(s).

3. The employee must provide, upon the Agency's request, written verification from the school of parental participation specifying the date and time of the event/meeting.

4. Employees whose child has been suspended from school will be allowed time off to appear at the school in connection with that suspension after giving reasonable notice to the supervisor.

5.10.150 – TIME OFF FOR CRIME VICTIMS

A. The Agency takes threats and actions of crime against our employees and their families very seriously. If at any time an employee who is a victim of a qualifying act of violence needs to be absent from work to appear in court as a witness or to obtain injunctive relief (including a temporary restraining order) to help ensure the health, safety, or welfare of the employee or their child, the employee should contact their supervisor, the executive director or authorized designee, or Human Resources.

B. For purposes of this policy, a "qualifying act of violence" includes stalking, domestic violence, or sexual assault; or any act, conduct or pattern of conduct in which (i) an individual causes bodily injury or death to another; (ii) an individual exhibits, draws, or uses a firearm or other dangerous weapon with respect to another individual; or (iii) an individual uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

C. For purposes of this policy, a "victim" is an individual against whom a qualifying act of violence is committed, and a "family member" means a child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or other designated person. A "designated person" is any individual related by blood or whose association with the employee is the equivalent of a family relationship.

D. An employee may use accrued sick leave or vacation in lieu of unpaid time off under this policy.

E. <u>REASONABLE ACCOMMODATION</u>

1. In addition, if an employee or their family member is a victim of a qualifying act of violence, and they have concerns about their safety at work the employee should immediately contact their supervisor, the executive director or their designed, or Human Resources to request a reasonable accommodation. The Agency will engage in a timely, good faith interactive process to determine an effective reasonable accommodation, where possible.

2. Employee privacy will be protected to the greatest extent possible. The Agency may ask the employee for certification to confirm the need for time off or a reasonable accommodation, as applicable.

3. Retaliation or discrimination against an employee who takes time off or who requests a reasonable accommodation for the purposes set forth in this policy is prohibited and shall not be tolerated. If an employee believes they have been retaliated or discriminated against in violation of this policy, or if an employee believes another employee has been retaliated or discriminated against, please contact the executive director or Human Resources immediately.

5.10.160 – TIME OFF TO ATTEND COURT PROCEEDINGS

(Updated 2/17/26)

a. The Agency recognizes that an employee may need to take time off work to attend certain legal proceedings when they or a family member has been the victim of a crime. Employees may take time off under this policy to attend judicial proceedings related to the commission of a crime against the employee or their family member (spouse, registered domestic partner, parent, stepparent, sibling, stepsibling, child or stepchild, or designated person (someone related by blood or whose association is akin to that of a family relationship)) including, but not limited to, any delinquency proceeding, postarrest release decision, plea, sentencing, postconviction release decision, or any proceeding where a right of that person is at issue.

b. Employees may use any available paid vacation for these purposes and, to attend judicial proceedings., Employees may also use any available paid sick leave benefits. Otherwise absence from work will be unpaid.

c. Employees may also be required to provide the Agency with supporting documentation demonstrating the employee's attendance or scheduled proceeding. Such notice is typically given by a court or government agency setting the hearing, a district attorney or prosecuting attorney's office, or a victim/witness office. The Agency will keep any documentation provided, as well as the employee's use of time off for these purposes, confidential. For more information on qualifying crimes or to take time off under this policy, employees should contact their supervisor, the executive director, or Human Resources.

d. If advance notice of the need to attend is not possible, the employee must provide appropriate documentation within a reasonable time after the absence.

5.10.170 – REPRODUCTIVE LOSS LEAVE

A. The Agency provides employees who have completed thirty (30) days of employment with up to five (5) days' time off following each reproductive loss event. In no event, however, will an employee be permitted to take more than twenty (20) days off for reproductive loss events in any 12-month period. Reproductive loss leave is unpaid, but an employee may choose to use accrued sick leave, vacation, or compensatory time off. The Agency will maintain an employee's confidentiality associated with the

need for reproductive loss leave, unless otherwise required by law or to enforce this policy. The Agency shall not retaliate against any employee who seeks to use or uses reproductive loss leave, or who gives information or testimony about reproductive loss. If any employee needs time off under this policy, the employee must notify their supervisor or human resources.

B. For purposes of this policy, a "reproductive loss event" shall mean the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction by the employee, their spouse, registered domestic partner, or other individual with whom the employee would have been a parent or adoptive parent of the child.

5.10.180 - REIMBURSEMENT FOR TUITION AND OTHER TRAINING AND EDUCATION COSTS

(Updated 2/17/26)

A. It is the policy of SRTA to encourage employees to participate in cost effective training which will improve the quality and timeliness of those services employees provide.

B. Upon prior approval of the executive director or authorized designee, the Agency will pay for or reimburse an employee for the actual, reasonable, and necessary costs of:

1. Enrollment in and materials for continuing education classes which are required to maintain licensure or qualification for continued employment, and not taken for the purpose of qualifying for another position or qualifying for non-Agency employment.

2. Enrollment in and materials for seminars or workshops not exceeding ten class days which are related to the employee's current employment and are not taken for the purpose of qualifying for another position or qualifying for non-Agency employment.

3. Enrollment in and materials for education classes conducted in a web-based or on-line format, and not taken for the purpose of qualifying for another position or qualifying for non-Agency employment.

C. For full-time employees, fees for memberships or certifications and related testing, licensing or certifications required or requested by the Agency or supervisor, provided written approval is obtained prior to enrollment. All employees will be required to provide evidence of completing or showing progress towards completion of any applicable certifications, licensing, or memberships prior to an employee receiving reimbursement.

D. The executive director or authorized designee may authorize payment for on-site or off-site classes.

E. Upon the executive director or authorized designee's prior approval, the Agency will pay for or reimburse an employee for the actual, reasonable, and necessary costs of other classes, seminars, or workshops related to the employee's current employment and which are not taken for the purpose of qualifying for another position or non-Agency employment.

F. Training materials paid for by the Agency are the property of the Agency.

G. At completion of any training paid by the agency, or in which an employee is requesting reimbursement for previously approved training, employees may be required to provide the following information related to their training for agency and employee personnel records: employee name, trainer's name, date and duration of the training, core competencies covered, and any resulting certification.

Chapter 5.15 - RULES AND REGULATIONS

5.15.010 - EMPLOYMENT OF RELATIVES

A. POLICY

1. The Agency has a strict policy regarding the hiring of and other employment actions regarding employees' relatives. The purpose of the policy is to avoid any real or perceived conflicts of interest. Exceptions may be made for paid and unpaid internships at the sole discretion of the executive director or authorized designee.

B. GUIDELINES

1. Members of the immediate family of elected or appointed Agency board of directors' members or alternates will not be appointed to Agency employment.

2. Members of the immediate family of full-time employees will not be appointed to Agency employment, nor will they be transferred, promoted or demoted into the same function, nor be placed in such a position as to evaluate a relative or be in the same line of supervision, if doing so could result in actual or potential problems in supervision, security, safety, or morale, or if doing so could create potential conflicts of interest. Each situation will be addressed based on the individual circumstances of that situation.

3. Members of the immediate family of full-time employees will not be hired on a temporary basis, except for temporary unpaid or minimum wage training positions such as internships.

4. If two employees become married or become otherwise directly related, causing actual or potential problems such as those described above, only one of the employees will be retained with the Agency, unless reasonable accommodations can be made to eliminate the actual or potential problems. The employees will have 30 days to decide which relative will stay with the Agency. If this decision is not made within the time allowed, the executive director or authorized designee will make the decision, taking the employment history and job performance of both employees into account.

5. The Agency defines "relatives" as spouses, children, brother, sister, parents, in-laws, grandparents, grandchildren, uncle, aunt, niece, nephew, and registered domestic partners and their children or registered domestic partners' brother, sister, parent, uncle, aunt, niece, or nephew. Step-relatives of the same relationships are also included.

5.15.020 - EMPLOYEE DATING POLICY

A. POLICY

1. Consensual romantic relationships between employees are discouraged. Such relationships can lead to problems with morale, decreased productivity and increased liability. The Agency has a strong policy against sexual harassment and is concerned that consensual romantic relationships might potentially violate the policy. The Agency wants to prevent sexual harassment from occurring in the workplace.

B. GUIDELINES

1. Individuals in supervisory or other influential roles are prohibited from participating in romantic relationships with subordinate employees due to the importance of the appearance of fairness, their access to sensitive information, and their ability to influence others.

2. To help prevent sexual harassment, employees who enter into consensual romantic relationships must:

   a. Notify the executive director or authorized designee;

   b. Review the sexual harassment policy and sign an acknowledgment that they have done so; and

   c. Sign a consensual relationship agreement, stating that (a) the relationship is voluntary, (b) the employees will abide by the sexual harassment policy, (c) the employees will behave professionally at work, (d) the relationship will not affect work, and (e) they will not engage in offensive workplace behavior.

   In addition to the above, the Employment of Relatives Policy (Section 5.15.010) will also apply.

   Violation of these guidelines will subject the employee to discipline, up to and including termination of employment.

5.15.030 - ALCOHOL-FREE AND DRUG-FREE WORKPLACE POLICY

A. POLICY

1. The Agency recognizes that the use of drugs or alcohol in the workplace can create health and safety problems for employees and the public they serve. Therefore, it is the Agency's policy that:

a. Alcohol intoxication or the unlawful manufacture, unlawful distribution, unlawful dispensing, unlawful possession, or unlawful use of any controlled substance is prohibited in the workplace while on duty.

b. Each Agency employee will be notified that as a condition of employment the employee is required to:

I. Abide by this policy; and

II. Notify the Agency of any criminal drug or alcohol statute conviction (including a plea of nolo contendere) for a violation that occurred in the workplace while on duty, no later than five days after such conviction.

III. The Agency will take one or both of the following actions within 30 days of receiving notice of an employee being alcohol or drug-impaired on the job or of the employee's conviction of an alcohol or drug-related offense described in Paragraph b II:

A. Require the employee to participate in an alcohol or drug abuse rehabilitation program approved by a federal, state, or local health or law enforcement agency; and

B. Take appropriate personnel action against the employee consistent with these Personnel Rules.

IV. The focus of this policy is substance abuse prevention through educating employees about the dangers of alcohol and drug abuse and encouraging rehabilitation of those employees who have such problems. However, this policy does not preclude taking disciplinary action when appropriate. The decision whether to take disciplinary action will be made on a case-by-case basis.

V. The Agency shall conduct drug/alcohol abuse awareness programs that inform employees about the dangers of drug and alcohol abuse in the workplace, the availability of drug and alcohol counseling and rehabilitation programs, the Agency's policy of maintaining a drug-free and alcohol-free workplace, and the penalties that may be imposed upon employees for alcohol or drug violations.

VI. The Agency, through its drug/alcohol abuse awareness program and/or Employee Assistance Program (EAP), shall provide referral to substance abuse counseling services or educational services as appropriate.

VII. An Agency employee shall be subject to drug and alcohol testing during working hours upon the executive director or authorized designee's determination that there is reasonable suspicion that the employee is

currently impaired due to the use of drugs or alcohol. Reasonable suspicion drug testing will be conducted in accordance with applicable law and testing for cannabis products will not occur unless the testing can provide information on active impairment (as compared to mere use of cannabis products).

VIII. "Reasonable suspicion" is a belief based on objective facts and reasonable inferences drawn from those facts sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or the employee's ability to perform the job safely is reduced. Any of the following, alone or in combination, may give rise to reasonable suspicion that the employee is currently under the influence of alcohol or a drug and is impaired:

A. Slurred or excessively rapid speech;
B. Alcohol or marijuana odor on breath or clothing;
C. Unsteady standing, walking or movement;
D. Pupils dilated or constricted or difficulty focusing eyes;
E. An accident involving Agency property or equipment;
F. A physical altercation;
G. A verbal altercation; provided, however, such altercation shall not, by itself, be considered a basis for reasonable suspicion;
H. A pattern of unusual behavior, such as hyperactivity, mood swings, hostility, absentmindedness, lethargy or withdrawal;
I. Ingestion of alcohol or an illegal drug while on Agency premises or while on duty;
J. Possession of alcohol, an open container, illegal drugs or drug paraphernalia;
K. Substandard work performance, including increased errors or absenteeism, a decrease in quantity or quality of work performed, or deterioration of work relationships; provided, however, that substandard work performance shall not, by itself, be considered a basis for reasonable suspicion; and/or
L. Information obtained from a reliable person with direct personal knowledge.

c. The Agency shall abide by the requirements of the Drug-Free Workplace Act of 1988 and the California Drug-Free Workplace Act of 1990.

d. This policy shall be applied without bias or prejudice. Nothing in this policy shall be interpreted to interfere with an employee's lawful, off-duty use of cannabis.

e. Each Agency employee will receive a copy of this policy.

5.15.040 - SMOKING

A. POLICY

1. Smoking is prohibited within any public building. Smoking is not allowed on the sidewalk in front of the building if doorways and walkways are blocked or littered, smoke can infiltrate the building's ventilation systems, and such activity is not in compliance with applicable laws and ordinances.

2. For purposes of this policy, "smoking" is defined to include cigarettes, cigars, pipes, and any other smoking product; dip, chew, chewing tobacco, and any other smokeless product; nicotine delivery devices, such as e-cigarettes, and cannabis products.

5.15.050 - GRATUITIES

A. POLICY

1. An employee's obligation under this policy is in addition to and does not in any way change his/her obligation under the Agency's fiscal, accounting and ethics policies.

2. An employee may not receive a gratuity from any individual, organization, or vendor doing business with the Agency. All gratuities received or offered to the employee should be reported to the employee's supervisor.

3. Gratuities should be refused or returned, and the offer should be reported to the supervisor. For the purpose of this policy, a gratuity is defined as a gift or service rendered to an individual. Gifts include, but are not limited to money, candy, alcoholic beverages, tickets to events, trips, or the use of equipment or property.

Employees are required to comply with the Political Reform Act of 1974 and file Form 700 FPPC, which is a public document intended to disclose potential conflicts of interest.

5.15.060 - SECURITY AND PRIVACY

A. POLICY

1. Desks, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, software, communication systems including email, office telephones, modems, facsimile machines, and duplicating machines are Agency property and must be maintained according to this policy. Because all these items are Agency property, employees do not have, and should not expect any right of privacy regarding this property or the contents of the property.

B. GUIDELINES

1. Neatness - All work areas and items must be kept clean and are to be used only for work purposes, except as provided in this policy.

2. Right of Inspection - The executive director or authorized designee reserves the right, at all times, and without prior notice, to inspect and search any and all Agency property for the purpose of determining whether this policy or any other Agency policy has been violated, or whether further inspection and investigation is necessary for purposes of promoting safety in the workplace or compliance with state and federal laws. Such inspections may be conducted before, during or after business hours.

3. Prior Authorization - Prior authorization must be obtained from the executive director or authorized designee before any Agency property may be removed from the premises.

4. Use of Telephones and Mail -

    a. Agency-maintained systems - Agency phones and voicemail systems including texting, pagers, and mobile email are maintained by the Agency in order to facilitate Agency business. Therefore, all messages sent, received, composed, and/or stored on these systems are property of the Agency.

    b. Personal use extremely limited - These systems are to be used by employees in conducting business. Personal use of the systems is allowed to a limited degree. Abuse of telephone privileges may result in disciplinary action, up to and including termination of employment. Any personal long-distance call should only be made using a personal billing card. The use of employer-paid postage for personal correspondence is not permitted.

    c. Privacy not guaranteed - The Agency reserves the right to access an employee's voicemail (outgoing and incoming), email messages and Agency computer at any time. The existence of a password on any system is not intended to indicate that messages will remain private.

    d. Erasure not reliable - Employees should be aware that even when a message has been erased, it still may be possible to retrieve it from a backup system. Therefore, employees should not rely on the erasure of messages to assume a message has remained private.

    e. Harassment and discrimination - Messages on the Agency's voicemail and email systems are subject to the same policies regarding harassment and discrimination, as are any other workplace communications. Offensive, harassing, or discriminatory content in such messages will not be tolerated.

f. Representing SRTA - Any phone conversations the employee conducts and voicemails that he/she leaves in the conduct of Agency business are a representation of the Agency and must therefore follow the highest standards of professionalism and business ethics.

5.15.070 - COMPUTER AND EMAIL POLICY

A. The Agency's computer systems, including any voicemail or email systems, are to be used for business purposes only. The executive director or authorized designee reserves the right to listen to voice mail messages and to access, copy and retain email messages to ensure compliance with this rule, with or without notice to the employee and with or without the employee's absence.

1. Use of Agency Equipment - Employees are permitted to use Agency equipment for occasional, non-Agency purposes during rest and meal periods. Nevertheless, the employee has no right of privacy as to any information or file maintained in or on Agency property or transmitted or stored through the Agency's computer systems, voice mail, email, cell phones, iPhones, other smart phones or PDAs, or other technical resources.

2. Review of Computerized Information - For business necessity and/or for reasonable cause, the executive director or authorized designee may inspect, investigate or search employees' computerized files or transmissions, voice mail, or email. The Agency may override any applicable passwords or codes in accordance with the best interests of the Agency and its employees.

3. Computer Privacy - Employees may access only files or programs, whether computerized or not, that they have permission to enter. Unauthorized review, duplication, dissemination, removal, damage or alteration of files, passwords, computer systems or programs, or other property of the Agency, or improper use of information obtained by unauthorized means, may be cause for disciplinary action, up to and including termination of employment.

4. Software and Hardware Inventory Procedures - The Agency has established a procedure that establishes an inventory for all computer hardware equipment and software applications on-hand. The inventory is done regularly.

5. Software Licensing - The Agency's policy is to purchase appropriate software licenses for each computer program required for employees to perform their job functions in a timely and efficient manner. It is the Agency's policy to respect all computer software copyrights and adhere to the terms of all software licenses. Software may only be installed on hardware explicitly allowed under the terms and conditions of that particular software's license. Normally, the software is copyrighted by the software developer, and unless explicitly allowed by an existing license, the Agency or its employees have no right to make copies of the software except for backup or archival purposes.

6. Use of Electronic Media - Electronic communication/media may not be used in any manner that would be discriminatory, harassing, or obscene, or for any other purpose that is illegal, against Agency policy or not in the best interest of the Agency and its employees.

    a. Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment, commercial/political/religious solicitations, office gossip or related actions will be subject to disciplinary action, up to and including termination of employment.

    b. While employees may occasionally use electronic mail for personal messages, such messages are also property of the Agency and will be treated no differently from any other messages. The Agency reserves the right to access and disclose all messages sent over its electronic mail system.

    c. Any emails and other informal forms of correspondence an employee writes and sends in the conduct of Agency business are a representation of the Agency and must therefore follow the highest standards of professionalism and business ethics. (Note: the intent here is to cover social media and other emerging electronic communication.)

7. Internet Use - Access to the Internet is provided for business reasons. Incidental and occasional personal use of the internet is permitted by the Agency and should be used with discretion. No use of Internet resources shall include accessing areas, including but not limited to web sites, which are offensive or insulting. This includes areas that contain sexually explicit material, ethnic or racial slurs, or any material that can be construed to be harassment or disparagement of others based on their sex, race, sexual orientation, age, national origin or religious or political beliefs.

    a. Employees may not download or access any material that violates another person or organization's copyrights. This includes, but is not limited to, software, images, and audio recordings (MP3, etc.). If the copyright or license status is unknown or in question, the employee is to presume that access would be a violation of this policy.

8. Computer Passwords - Personal passwords may be used for purposes of security, but the use of a personal password does not affect the Agency's ownership of the electronic information. Employees are to provide all passwords to the executive director or authorized designee, who will keep them confidential.

9. Remote Access - Remote access to the Agency's network is a privilege granted only to appropriate users at the discretion of the executive director or authorized

designee and may be revoked at any time. It is the responsibility of the remote access user to ensure that unauthorized use does not occur at any time.

a. When using the remote access technology, the authorized user must acknowledge that their remote machines are a de facto extension of the Agency's network and subject to the same rules, regulations and procedures that apply to Agency owned equipment.

b. If a remote access device is lost or security is breached, the Agency reserves the right to disable the device, which may include the loss of all device data.

10. Social Media - The Agency does not use, nor does it condone the use of social media in the workplace for any purpose other than work-related and by authorized users. The Agency respects the rights of any employee to maintain a blog or participate in other social networking activities. Blogging or other forms of social media or technology include, but are not limited to, video or wiki postings, sites such as Facebook, Snapchat and Twitter, chat rooms, personal blogs or other similar forms of online journals, diaries or personal newsletters not affiliated with the Agency. In order to protect the Agency's interests and ensure employees focus on their job duties, employees must adhere to the following rules:

a. Employees may not post on a blog or participate in other social networking activities during work time or with Agency equipment or property.

b. If an employee represents themselves on the Internet as an Agency employee, they are expected to ensure the page content complies with Agency standards, policies, and standards of conduct.

c. All rules regarding confidential information apply in full to blogs and social networking activities. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog or via other social networking.

d. If an employee mentions the Agency in a blog and also expresses a political opinion or an opinion regarding the Agency's actions, the post must specifically note that the opinion expressed is his/her personal opinion and not the Agency's position.

e. Any conduct which under the law is impermissible if expressed in any other form or forum is impermissible if expressed through a blog or social media.

B. Further, your employer encourages all employees to contemplate the speed and manner in which information posted via social media can be relayed and often misunderstood by readers. Thus, subject to the limited restrictions above, while an employee's free time is generally not subject to any restrictions by your employer,

your employer urges all employees to not post information regarding your employer or their jobs which could lead to morale issues in the workplace, or which could detrimentally affect your employer's business.

5.15.080 - CONFIDENTIALITY AND PROTECTION OF PROPRIETARY INFORMATION

A. POLICY

1. The protection of proprietary information is essential both for the Agency and employee security. In the course of the employee's work, the employee may have access to confidential and proprietary information regarding the Agency, its officers, affiliates, suppliers, customers and fellow employees. To protect such information, the employee may not disclose such information at work except as necessary to perform his/her duties. The employee must not under any circumstances reveal this information outside of the Agency without prior approval by the executive director or authorized designee. Such information can be used only to perform the employee's job duties within the Agency.

B. GUIDELINES

1. Proprietary information includes, but is not limited to, the following examples:

    a. Computer processes;
    b. Computer programs and codes;
    c. Customer lists;
    d. Financial information;
    e. Marketing strategies;
    f. New materials research;
    g. Pending projects and proposals;
    h. Proprietary production processes;
    i. Research and development strategies; and
    j. Technological data.

5.15.090 - WORKPLACE ATTIRE

A. POLICY

1. An employee's personal appearance reflects the Agency's image to the public, applicants, consultants, visitors, and other employees. All employees are representatives of the Agency and therefore impact the Agency's image as a professional organization. Personal appearance includes grooming, cleanliness, and appropriate attire. Employees are expected to dress in professional office clothing and maintain a businesslike and well-groomed appearance.

2. Attire that is considered "business casual" is acceptable for normal office activities.

3. We strive to maintain a fragrance-free workplace. Employees may not wear any of the following in the workplace or when on the job, regardless of location, if they may come in contact with customers or coworkers: cologne, after shave lotion, or perfume.

4. SRTA shall reasonably accommodate any employee due to his/her sincerely held religious belief or observance, which includes religious dress and grooming practices.

5.15.100 - MEDIA CONTACT

A. POLICY

1. Employees may be approached for interviews or comments by the news media. Only contact people designated by the executive director or authorized designee may comment to news reporters or other media on programs, projects, policies or events that have an impact on the Agency. Otherwise, all media contacts and requests for information or interviews must be referred to the executive director or authorized designee.

5.15.110 - DRIVING POLICY

A. POLICY

1. When driving on Agency business, the employee should always obey the rules of the road and be courteous to other drivers and pedestrians. As further safety precautions, the employee may not drive on Agency business while under the influence of alcohol or drugs. For insurance purposes, the employee should notify the executive director or authorized immediately if he/she has received a D.U.I. conviction and when his/her license has been suspended or revoked. Employees who have a suspended or revoked driver's license are not permitted to drive on behalf of the Agency.

B. GUIDELINES

1. Reimbursement When Using Own Vehicle for Agency Business - Employees required or authorized to drive their own vehicle on Agency business shall be reimbursed for actual miles at the annually established rate by the Internal Revenue Service.

2. Injury/Accident When Driving on Agency Business - If the employee is injured in an automobile accident while driving on Agency business, the employee must inform his/her supervisor immediately. Employees are required to maintain their own car insurance and a valid California Driver's License if they drive their own personal vehicle. Evidence of this documentation must be provided to the Agency

at least once a year. It is the responsibility of the employee's supervisor to ensure that any accident report is complete and submitted to the insurance carrier.

3. Use of Cell Phones and Text-Based Communication While Driving - In the interest of the safety of our employees and other drivers, Agency employees are prohibited from using cell phones and/or writing, sending, or reading text-based communication, including text messaging, instant messaging, and email, on a wireless device or cell phone while driving on Agency business and/or Agency time.

   If the employee's job requires that he/she keep a cell phone or other wireless device turned on while driving, the employee must use a hands-free device to make or receive phone calls. All other California state rules and regulations regarding phone calls and text-based communication while driving must be followed.

5.15.120 - EXPENSE REIMBURSEMENT

A. POLICY

1. The Agency has established the following procedure regarding reimbursement for travel and other Agency-related business expenses.

B. GUIDELINES

1. Supervisor Approval - Employees shall obtain supervisory approval prior to incurring any Agency reimbursable expenses related to travel or other business functions.

2. Appropriateness of Reimbursements - The decision of the executive director or authorized designee shall be final in cases where conflict of opinion about the appropriateness of reimbursement exists. The following guidelines shall govern such approval:

   a. While attending approved functions, the burden of responsibility for sound judgment in spending Agency funds rests on the attending employee.

   b. A fixed reimbursement amount is set in advance by the executive director or authorized designee to cover all meals not otherwise included in the registration fee.

   c. The employee shall fill out an employee travel and expense report and submit receipts with itemizations and explanations in order to receive reimbursement.

d. Reimbursement requests with receipts shall be submitted to the supervisor for approval on the expense reimbursement form. Approved reimbursement requests shall be forwarded to the executive director or authorized designee for payment.

e. Meals will not generally be reimbursed for travel within 25 miles of the Agency offices unless the meal is integral to an agendized public function, such as a conference or training.

3. Vehicle Use/Reimbursement - Employees approved to use their personal vehicles shall receive mileage reimbursement at the rate currently established by the Internal Revenue Service. Whenever possible, employees shall carpool when traveling on Agency business.

4. Per AB 1234, members of the Board shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body. Additionally, they shall submit expense reports within a reasonable time after incurring the expense, and the reports shall be accompanied by receipts documenting each expense that is not reimbursed on a per diem basis.

5.15.130 - OUTSIDE EMPLOYMENT AND CORPORATE AFFILIATION POLICY

A. PURPOSE

1. Government Code Section §1125 et seq. prohibits local agency officers and employees from engaging in employment or activities for compensation which are incompatible, inconsistent or in conflict with their agency employment. Government Code Section 1090 prohibits government officers and employees from being financially interested in a contract or sale in both their public and private capacities. In addition, the state's common law prohibits self-dealing and requires public officers to discharge their responsibilities with fidelity, and untainted by private interests.

2. Agency employees have the same rights as other citizens to paid outside employment if they so desire, unless such outside employment violates the provisions of Section §1125 et seq.

B. GENERAL POLICY: GOVERNMENT CODE SECTION 1126

1. Government Code Section §1126 is applicable to all Agency officers and employees. The provisions of Section §1126 are hereby incorporated in this policy and any future amendments to Section §1126 duly adopted by the legislature shall be incorporated by reference as they are enacted.

2. Government Code Section §1126 now provides in pertinent part as follows:

a. "A local agency officer or employee shall not engage in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties as a local agency officer or employee or with the duties, functions, or responsibilities of his or her appointing power or the agency by which he or she is employed. The officer or employee shall not perform any work, service, or counsel for compensation outside of his/her local agency employment where any part of his or her efforts will be subject to approval by any other officer, employee, board, or commission of his or her employing body, unless otherwise approved in the manner prescribed by subdivision (b)."

b. An employee's outside employment, activity, or enterprise may be prohibited if it:

I. Involves the use for private gain or advantage of his or her local agency time, facilities, equipment, and supplies; or the badge, prestige, or influence of his or her local agency office or employment; or

II. Involves receipt or acceptance by the officer or employee of any money or other consideration from anyone other than his or her local agency for the performance of an act which the officer or employee, if not performing such act, would be required or expected to render in the regular course or hours of his or her local agency employment or as a part of his or her duties as a local agency officer or employee; or

III. Involves the performance of an act in other than his or her capacity as a local agency officer or employee which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other officer or employee or the agency by which he or she is employed; or

IV. Involves the time demands as would render performance of his or her duties less efficient.

C. <u>PROHIBITED OUTSIDE EMPLOYMENT OR CORPORATE AFFILIATIONS</u>

1. The Agency adopts the following rules which will govern the application of Government Code Section §1126 restrictions to employees.

2. Employees are prohibited from holding employment or participating in activities for compensation, as described in Government Code section §1126 and which have the characteristics or potential impacts described in subsection 4.

3. Employees are prohibited from being members, officers, or directors of corporations, including non-profit corporations (hereafter referred to as "corporate affiliation"), if doing so would have the characteristics or potential impacts described in subsection 4.

4. The outside employment or corporate affiliation is prohibited if it:

    a. Results in repeated phone calls to or from the employee's work locations.
    b. Results in persons making repeated visits to the employee's work locations.
    c. Requires the use of time off from work without adequate notice or at times that interfere with the employee's Agency responsibilities.
    d. Involves activities that are directly or indirectly subject to the review or approval of an Agency department under which the employee is employed.
    e. Depends upon the availability of Agency information which would not be available to the general public.
    f. Improperly represents that the outside employment, activity or enterprise for which compensation is received is provided as an Agency service or is endorsed by the Agency, when it is not.
    g. Involves the use of any Agency property, vehicles, tools, or equipment, whether directly or incidentally.
    h. Involves activities rendered to Agency clients in the Agency employee's department for private compensation which are expected to be rendered in the regular course of the duties of the Agency employee.
    i. Interferes with the satisfactory performance of duties.
    j. Involves any other activities which conflict with the employee's performance of Agency duties for which he or she was hired or is detrimental to Agency service.
    k. Involves the representation to any individual, company, or firm with which the Agency does business that the employee can or will use his or her position with the Agency to further the interests or goals of that individual, company, or firm for compensation or gifts received from that individual, company, or firm.

5. Any Agency employee who is a member, officer, or director of a corporation, including a non-profit corporation, shall recuse himself or herself from any involvement in establishing or influencing any contractual relationship between the Agency and the corporation, on behalf of either the Agency or the corporation, including making or influencing decisions regarding whether to enter into such contractual relationship, or involvement in procurement, contract drafting or negotiation, or monitoring of the contractor's performance, unless statutorily authorized to do so.

6. All Agency employees who are also subject to professional codes of ethics shall adhere to such professional ethics in any of their dealings with outside employment. Any violation of such professional ethics may result in the prohibition of outside employment.

D. <u>NOTICE REQUIREMENTS</u>

1. Employees contemplating or currently engaging in any outside employment or who change outside employment, or who are or are contemplating becoming a

member, officer, or director of a corporation, shall provide the executive director or authorized designee with written notification of all regular outside employment, all occasional outside employment, including self-employment, and all corporate affiliation. An outside employment statement must contain the following:

a. The name and address of the employer, client/customer, or corporation, unless there is a statutory privilege making such provision of information confidential. In these circumstances, the executive director or authorized designee may require additional information which is not privileged or confidential.

b. The nature of the services or products to be provided, including a copy of the job description or employment agreement.

c. The expected hours and duration of the employment or activities related to the corporation.

d. The relationship, if any, of the employment to Agency approvals or reviews.

e. With regard to corporate affiliations, whether the corporation currently has any contracts with the Agency or is likely to have a contract through the employee's department in the future.

f. Any other information that will assist the Agency with determining the compatibility of outside employment with Agency employment.

g. A certification by the employee that he or she has read this chapter and will comply with all of the rules of such policy in pursuing outside employment or corporate affiliation.

h. Agency employees currently engaging in outside employment, or who have a corporate affiliation, shall submit notification within 10 days of receipt of this policy. Employees contemplating outside employment, or a corporate affiliation shall submit notification prior to beginning each such employment or corporate affiliation and in no event, shall notification be submitted more than five days after beginning employment or corporate affiliation.

i. Receipt and filing of the Notice does not constitute approval of such outside employment by the department head.

j. All employees regardless of whether they intend to engage in outside employment or initiate a corporate affiliation, must sign the Outside Employment/Corporate Affiliation Statement.

E. DISCIPLINARY ACTION

1. Failure to provide written notification as required or failure to provide complete information to the best of the employee's knowledge may be cause for disciplinary action, up to and including termination of employment.

5.15.140 - APPENDIX 4.A

ACKNOWLEDGMENT OF RECEIPT OF HUMAN RESOURCES POLICIES AND PROCEDURES MANUAL

I have received a copy of the Shasta Regional Transportation Agency's Human Resources Policies and Procedures Manual. I understand that it contains important information on Agency policies, as well as my rights and responsibilities as an employee. I understand and agree that it is my responsibility to familiarize myself with the policies in the Policies and Procedures Manual and abide by these policies.

I have read and understand the Policies and Procedures Manual. I understand that I am governed by its contents. I understand that the Agency retains its discretion to make all decisions concerning my employment (including, e.g., decisions regarding promotions, demotions, transfers, job responsibilities, increases or reductions in pay, bonuses or other compensation, or any other managerial decision). No director, supervisor, or representative of the Agency has the authority to enter into any agreement, express or implied, for employment for any specific period of time, or make any agreement for employment.

I understand and agree that nothing in the Human Resources Policies and Procedures Manual creates or is intended to create a promise or representation of continued employment.

I have also read and understand the Agency's Unlawful Harassment Policy.

I further understand that the Agency can change, delete, or add to any policies, benefits, or practices described in the Policies and Procedures Manual at its sole and absolute discretion with or without prior notice and in accordance with the board of directors.

_____ _____

Signature Date

_____

Print Name

5.15.150 - APPENDIX 4.B

Statement Concerning Your Employment in a Job Not Covered by Social Security

Social Security Administration

Statement Concerning Your Employment in a Job Not Covered by Social Security

Employee Name _____ **Employee ID#** _____

Employer Name _____ **Employer ID#** _____

Your earnings from this job are not covered under Social Security. When you retire, or if you become disabled, you may receive a pension based on earnings from this job. If you do, and you are also entitled to a benefit from Social Security based on either your own work or the work of your husband or wife, or former husband or wife, your pension may affect the amount of the Social Security benefit you receive. Your Medicare benefits, however, will not be affected. Under the Social Security law, there are two ways your Social Security benefit amount may be affected.

Windfall Elimination Provision

Under the Windfall Elimination Provision, your Social Security retirement or disability benefit is figured using a modified formula when you are also entitled to a pension from a job where you did not pay Social Security tax. As a result, you will receive a lower Social Security benefit than if you were not entitled to a pension from this job. For example, if you are age 62 in 2013, the maximum monthly reduction in your Social Security benefit as a result of this provision is $395.50. This amount is updated annually. This provision reduces, but does not totally eliminate, your Social Security benefit. For additional information, please refer to Social Security Publication, "Windfall Elimination Provision."

Government Pension Offset Provision

Under the Government Pension Offset Provision, any Social Security spouse or widow(er) benefit to which you become entitled will be offset if you also receive a Federal, State or local government pension based on work where you did not pay Social Security tax. The offset reduces the amount of your Social Security spouse or widow(er) benefit by two-thirds of the amount of your pension.

For example, if you get a monthly pension of $600 based on earnings that are not covered under Social Security, two-thirds of that amount, $400, is used to offset your Social Security spouse or widow(er) benefit. If you are eligible for a $500 widow(er) benefit, you will receive $100 per month from Social Security ($500 - $400=$100). Even if your pension is high enough to totally offset your spouse or widow(er) Social Security benefit, you are still eligible for Medicare at age 65. For additional information, please refer to Social Security Publication, "Government Pension Offset."

For More Information

Social Security publications and additional information, including information about exceptions to each provision, are available at www.socialsecurity.gov. You may also call toll free 1-800-772-1213, or for the deaf or hard of hearing call the TTY number 1-800-325-0778, or contact your local Social Security office.

I certify that I have received Form SSA-1945 that contains information about the possible effects of the Windfall Elimination Provision and the Government Pension Offset Provision on my potential future Social Security Benefits.

Signature of Employee _____ **Date** _____

Form **SSA-1945** (01-2013)
Destroy Prior Editions