



BOARD OF DIRECTORS MEETING AGENDA

Directors: Josh Chapman (Chair, City of Davis)
 Dawntè Early (Vice-Chair, City of West Sacramento)
 Lucas Frerichs (Yolo County)
 Jesse Loren (City of Winters)
 Tom Stallard (City of Woodland)
 Matt Dulcich (UC Davis, ex-officio)
 Greg Wong (Caltrans, ex-officio)

This Board Meeting will be held in person at the location below. Members of the public who wish to participate remotely may use the zoom link or phone number below.

IN-PERSON INFORMATION

Meeting Date: September 9, 2024
Meeting Time: 6:00 PM
Meeting Place: Yolo Transportation District Board Room
 350 Industrial Way
 Woodland CA 95776

ZOOM INFORMATION

Link: <https://us06web.zoom.us/j/87969227172?pwd=hIaEqV4cjgNVfdOT80mRulUABYbc3v.1>
 Phone Number: (669) 444-9171
 Meeting ID: 879 6922 7172
 Passcode: 105086

All participants will be entered into the webinar as attendees.

YoloTD offers teleconference participation in the meeting via Zoom as a courtesy to the public. If no voting members of the YoloTD Board are attending the meeting via Zoom, and a technical error or outage occurs with the Zoom feed or Zoom is otherwise disrupted for any reason, the YoloTD Board reserves the right to continue the meeting without remote access.

The YoloTD Board of Directors encourages public participation in its meetings. Members of the public shall be given an opportunity to address the Board of Directors in person, remotely, and/or in writing. For more information on how to provide public comment, please see the section of this agenda entitled “Public Participation Instructions.”

The Board reserves the right to take action on all agendized items at any time during the meeting, except for timed public hearings. Items considered routine or non-controversial are placed on the Consent Calendar. Any Consent Calendar item can be separately addressed and discussed at the request of any member of the YoloTD Board.

Estimated Time		Agenda Item	Informational	Action Item
6:00 PM	1.	Determination of Quorum (Voting members: Woodland, Davis, West Sacramento, Winters, Yolo County)		X

		(Nonvoting members: Caltrans, UCD)		
6:05 PM	2.	Approve Agenda for September 9, 2024 Meeting		X
6:10 PM	3.	Comments from public regarding matters <u>on the consent calendar</u> , or <u>items NOT on the agenda</u> but within the purview of YoloTD. Please note, the Board is prohibited from discussing items not on the agenda.	X	

CONSENT CALENDAR

6:15 PM	4a.	Approve Board Minutes for Regular Meeting of July 8, 2024 (<i>Alley, pp 5-8</i>)		X
	4b.	Approve Resolution 2024-17 Reauthorizing Staff to Approve Fund Transfers and Transactions at Yolo County (<i>Ambriz, pp 9-11</i>)		X
	4c.	Approve Resolution 2024-18 Authorizing the Executive Director to Approve a Service Agreement and Purchase Order for Temporary Information Technology Support Services (<i>Bernstein, pp 12-34</i>)		X
	4d.	Approve Resolution 2024-19 Approving an Update the Personnel Rules & Regulations policy, Purchasing Card Policy, Procurement Policy, and the Travel & Expense Reimbursement Policy (<i>Fadrigo, pp 35-111</i>)		X
	4e.	Approve Resolution 2024-20 Authorizing Staff to Change the Title and Job Description of the Finance Associate classification (<i>Fadrigo, pp 112-118</i>)		X

REGULAR CALENDAR

6:20 PM	5.	Appoint Frank Reyes as At-Large Member of the Citizens Advisory Committee (<i>Bernstein, pp 119-127</i>)		X
6:30 PM	6.	Actions Pertaining to Yolo County Grand Jury Report on Homelessness in Yolo County (<i>Bernstein, pp 128-157</i>)		X
7:00 PM	7.	Receive Progress Report on BeeLine Service (<i>Romero, pp 158-168</i>)		X
7:30 PM	8.	Administrative Reports (<i>Bernstein, pp 169-169</i>) Discussion regarding subjects not specifically listed is limited to clarifying questions. A. Board Members’ Verbal Reports B. Transdev’s Verbal Report C. Executive Director’s Verbal Report D. Long Range Calendar	X	
8:00 PM	9.	Adjournment		X

Unless changed by the YoloTD Board, the next meeting of the Board of Directors will be Monday, October 14, 2024, at 6:00 pm at Yolo Transportation District, 350 Industrial Way, Woodland CA 95776.

I declare under penalty of perjury that the foregoing agenda was posted on or before Friday, September 6, 2024 at the Yolo County Transportation District Office (350 Industrial Way, Woodland, California). Additionally, copies were transmitted electronically to the Woodland, Davis, West Sacramento, and Winters City Halls, as well as to the Clerk of the Board for the County of Yolo.

Autumn Bernstein

Autumn Bernstein, Executive Director

Public Participation Instructions

Members of the public shall be provided with an opportunity to directly address the Board on items of interest to the public that are within the subject matter jurisdiction of the Board of Directors. Depending on the length of the agenda and number of speakers, the Board Chair reserves the right to limit the time each member of the public is allowed to speak to three minutes or less.

IN PERSON:

Please fill out a speaker card and give it to the Board Clerk if you wish to address the Board. Speaker cards are provided on a table by the entrance to the meeting room.

ON ZOOM:

If you are joining the meeting via Zoom and wish to make a comment on an item, click the "raise hand" button. If you are joining the webinar by phone only, press *9 to raise your hand. Please wait for the host to announce the comment period has opened and indicate that you wish to make a comment at that time. The Clerk of the Board will notify the Chair, who will call you by name or phone number when it is your turn to comment.

IN ADVANCE OF THE MEETING:

To submit a comment in writing, please email public-comment@yctd.org. In the body of the email, include the agenda item number and title with your comments. Comments submitted via email during the meeting shall be made part of the record of the meeting but will not be read aloud or otherwise distributed during the meeting. To submit a comment by phone in advance of the meeting, please call 530-402-2819 and leave a voicemail. Please note the agenda item number and title with your comments. All comments received by 4:00 PM on Monday, June 10, 2024, will be provided to the YoloTD Board of Directors in advance.

Americans With Disabilities Act Notice

If requested, this agenda can be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact the office for further information. In addition, a person with a disability who requires a modification or accommodation, including auxiliary aids or services, to participate in a public meeting should telephone or otherwise contact Yolo Transportation District as soon as possible and preferably at least 24 hours prior to the meeting. We may be reached at telephone number (530) 402-2819, via email at custserv@yctd.org or at the following address: 350 Industrial Way, Woodland, CA 95776.

VISION, VALUES AND PRIORITIES



Vision Statement

The vision statement tells us what we intend to become or achieve.

Provide seamless, sustainable mobility solutions to help Yolo communities thrive.



Core Values

A core value describes our individual and organizational behaviors and helps us to live out our vision.

- We are transparent, inclusive and accountable to the public, stakeholders and partner agencies
- We are committed to addressing inequities and improving outcomes for our most vulnerable communities
- We prioritize environmental sustainability and climate resilience
- We value efficiency, innovation and responsible stewardship of public funds



District-Wide Priorities

Priorities align our vision and values with our implementation strategies.

1. Provide transit service that is faster, more reliable and convenient.
2. Partner with member jurisdictions, community-based organizations and local, regional, state and federal agencies to identify and address the current and evolving mobility needs of Yolo County.
3. Coordinate, plan and fundraise to deliver a full suite of transportation projects and programs.

BOARD COMMUNICATION: YOLO TRANSPORTATION DISTRICT
350 Industrial Way, Woodland, CA 95776---- (530) 661-0816

Topic: Approve Board Minutes for Regular Meeting of July 8, 2024	Agenda Item#: Agenda Type:	<h1>4a</h1> <h2>Action</h2>	
		Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	Meeting Date: September 9, 2024
Prepared By: A. Bernstein/N. Alley (RGS)			

RECOMMENDATION:

Approve Minutes for the Regular Meeting of July 8, 2024

BACKGROUND:

The Yolo Transportation District (YoloTD) Board of Directors holds regular meetings in compliance with the Brown Act and public records laws. Those meetings are recorded in minutes, which are to be retained, in perpetuity, in the YoloTD archives.

The purpose of this item is to approve minutes of the Board of Directors meeting for the historical preservation and posterity of the YoloTD Board of Directors actions for future generations to understand the valuable work considered and accomplished by YoloTD.

BUDGET IMPACTS:

There are no anticipated financial impacts.

Attachments:

1. Minutes



BOARD OF DIRECTORS MEETING MINUTES

July 8, 2024, at 6:00 p.m.
Yolo Transportation District Board Room
350 Industrial Way, Woodland, CA

1. Roll Call - Determination of Quorum

Chair Chapman called the meeting to order at 6:00 p.m.

Directors Present:

Josh Chapman, Chair, City of Davis	Dawntè Early, Vice Chair, City of West Sacramento
Lucas Frerichs, Yolo County	Jesse Loren, City of Winters
Tom Stallard, City of Woodland	
Matt Dulcich, UC Davis Health, ex-officio	Greg Wong, Caltrans, ex-officio

Staff Present:

Autumn Bernstein, Executive Director	Kimberly Hood, Legal Counsel
Chas Fadrigio, Director of Finance and Administration	
Brian Abbanat, Director of Planning	

2. Approval of Agenda

Motion: Director Frerichs made a motion to approve the Agenda. Motion was seconded by Director Stallard. The motion was approved by a 5 Yes/0 No vote.

3. Public Comments

Hayden Miller spoke to B Line service in Winters.

Alan Hirsch spoke to accountability and other general District matters.

Sergio Aceves, Caltrans District 3 Director (Acting), spoke about the partnership between YoloTD and Caltrans to deliver the Yolo 80 project and the new management direction for Caltrans District 3.

4. Consent Calendar

- 4a. Approve Board Minutes for Regular Meeting of June 10, 2024
- 4b. Approve Resolution 2024-16 Adopting Caltrans Local Assistance Procedures Manual Chapter 10 for Consultant Selection

Motion: Vice Chair Early made a motion to approve the Consent Calendar. Motion was seconded by Director Loren. The motion was approved by a 5 Yes/0 No vote.

Regular Calendar

5. Hold Public Hearing on Revised Preliminary Draft Budget for FY 2024-25 and Approve Resolution 2024-12 Adopting the Preliminary Budget for Fiscal Year 2024-25

Director of Finance and Administration Chas Fadriago provided a brief presentation and fielded inquiries from the Board. Executive Director Autumn Bernstein fielded inquiries, as well.

Chair Chapman called for public comment.

Michael Barnbaum provided general comments regarding the presentation.

Alan Hirsch provided general comments regarding the presentation.

Seeing no further comments, Chair Chapman closed public comments.

Motion: Vice Chair Early made a motion to adopt the preliminary budget as presented. Motion was seconded by Director Stallard. The motion was approved by a 5 Yes/0 No vote.

Director Frerichs requested the Unitrans agreement get formalized.

Vice Chair Early requested discussion regarding funding revenue sources.

Chair Chapman called a recess at 6:40 p.m. The meeting reconvened at 6:43 p.m.

6. Approve Resolution 2024-13 accepting the Yolo 80 Managed Lanes Final Environmental Impact Report (FEIR) including Findings of Fact and Statement of Overriding Considerations

Director of Planning Abbanat provided a presentation and fielded inquiries from the Board.

Chair Chapman called for public comment.

Alan Hirsch provided general comments regarding the presentation.

Seeing no further comments, he closed public comments.

Motion: Director Loren made a motion to approve Resolution No. 2024-13. Motion was seconded by Director Frerichs. The motion was approved by a 5 Yes/0 No vote.

7. Approve Resolution 2024-14 authorizing the Executive Director to execute a Capital Project Transfer and Expenditure Contract with Caltrans for \$85.9 million for design and construction of the Yolo 80 Managed Lanes project

Director of Planning Abbanat provided a presentation and fielded inquiries from the Board. Legal Counsel Hood fielded inquiries, as well.

Chair Chapman called for public comment.

Alan Hirsch provided general comments regarding the presentation.

Seeing no further comments, he closed public comments.

Motion: Director Frerichs made a motion to approve Resolution No. 2024-14. Motion was seconded by Director Loren. The motion was approved by a 5 Yes/0 No vote.

8. Approve Resolution 2024-15 Authorizing the Executive Director to Release a Request for Qualifications (RFQ) for Consulting Services for the Yolo 80 Managed Lanes Tolling Advanced Planning Project and Terminate Agreement with WSP, USA Inc. for Tolling Advanced Planning consulting services

Director of Planning Abbanat provided a presentation and fielded inquiries from the Board.

Chair Chapman called for public comment.

Alan Hirsch provided general comments regarding the presentation.

Seeing no further comments, Chair Chapman closed public comments.

Motion: Director Stallard made a motion to approve Resolution No. 2024-15. Motion was seconded by Director Loren. The motion was approved by a 5 Yes/0 No vote.

9. Administrative Reports

A. Board Members' Verbal Reports

Ex-officio Director Wong provided general comments to agenda items and staff efforts.

Director Frerichs provided updates on meetings he attended with general matters impacting the District.

Director Loren provided general comments to Winters ridership issues and concerns and other matters impacting the District.

B. Transdev's Verbal Report

Transdev Representative Michael Klein reported on general matters impacting the District.

C. Executive Director's Verbal Report

Executive Director Bernstein reported on general matters of the District and fielded inquiries from the Board.

Chair Chapman called for public comment.

Alan Hirsch provided general comments regarding the reports.

Michael Barnbaum provided general comments regarding the reports.

Seeing no further comments, Chair Chapman closed public comments.

10. Adjournment

Seeing no further business, Chair Chapman adjourned the meeting at 8:07 p.m.

Respectfully Submitted,

Norma Alley

BOARD COMMUNICATION: YOLO COUNTY TRANSPORTATION DISTRICT
350 Industrial Way, Woodland, CA 95776---- (530) 661-0816

Topic: Approve Resolution 2024-17 Designating Signature Authority for FY 2024-2025 Bank Accounts with Yolo County	Agenda Item#: Agenda Type:	<h1>4b</h1> <h2>Action</h2>	
		Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	Meeting Date: September 9, 2024
Prepared By: Leticia Ambriz			

RECOMMENDATION:

Approve Resolution No. 2024-17 designating signature authority for the FY 2024-2025 bank accounts with West America and Yolo County.

BACKGROUND:

YoloTD has bank accounts with WestAmerica Bank and Yolo County Department of Financial Services. Both banks require Board action to authorize individual staff members to sign checks and approve electronic withdrawal of funds on behalf of the District.

At least two authorized signers must be on file at all times. Executive Director Autumn Bernstein already has Board-approved signature authority.

This action will renew Board authorization for YoloTD Director of Finance & Administration (Chas Fadrigo), Director of Planning (Brian Abbanat) and Director of Transit Operations (Daisy Romero) as the individuals authorized to perform these functions.

RESOLUTION NO. 2024-17

**A RESOLUTION DESIGNATING SIGNATURE AUTHORITY TO DIRECTOR OF FINANCE & ADMINISTRATION (CHAS FADRIGO)
AND DIRECTOR OF PLANNING (BRIAN ABBANAT)
AND DIRECTOR OF TRANSIT OPERATIONS (DAISY ROMERO)
FOR ALL YOLOTD BANK ACCOUNTS WITH WESTAMERICA AND YOLO COUNTY
DEPARTMENT OF FINANCIAL SERVICES**

WHEREAS, Yolo County Transportation District has bank accounts with WestAmerica Bank and Yolo County Department of Financial Services;

WHEREAS, both banks require periodic Board resolutions designating individuals authorized to make certain transactions on behalf of YoloTD;

WHEREAS, the attached authorization form for Yolo County Department of Financial Services must be completed annually;

THEREFORE, BE IT RESOLVED that the YoloTD Board of Directors designates signature authority to the following individuals for approval of fund withdrawals for all YoloTD bank accounts held with Yolo County Department of Financial Services and West America Bank in accordance with YoloTD financial management policies and procedures, as long as they remain employed with YoloTD:

- Director of Finance & Administration (Chas Fadrigo)
- Director of Planning (Brian Abbanat)
- Director of Transportation Operations (Daisy Romero)

This authorization may be revoked at any time by action of the Board of Directors or the YoloTD Executive Director.

AYES:
NOES:
ABSTAIN:
ABSENT:

Josh Chapman, Chair
Board of Directors

ATTEST:

Norma Alley, Clerk of the Board of Directors







Approved as to Form:

Kimberly Hood, District Counsel

Special Districts and Other Agencies Authorization Form - FY 2024-2025

COUNTY OF YOLO
 DEPARTMENT OF FINANCIAL SERVICES
 P.O. BOX 1268
 WOODLAND, CA 95776
 (530) 666-8190

Fund: 7720
 District Name: Yolo County Transportation District
 Address: 350 Industrial Way
 Phone number: 530-402-2816
 Contact: Leticia Ambriz

1	3	5	7	8	9	AUTHORIZED SIGNATURE OF EMPLOYEE
PICK UP GENERAL CHECKS	GENERAL CLAIMS APRVL	DEPOSIT APRVL	JE/TSF DOC. APRVL	BUDGET MOD. APRVL		
X	X	X	X			Signature:  Print: Brian Abbanat
X						Signature:  Print: Leticia Ambriz
X	X	X	X	X		Signature:  Print: Autumn Bernstein
X	X	X	X	X		Signature:  Print: Chas Fadrigo
X						Signature:  Print: Cristina Grajeda
X	X	X	X			Signature:  Print: Daisy Romero
						Print:

The persons listed above are authorized to perform the above duties on behalf of our governing board as approved in our Minutes recorded at a regular district meeting.

Board Chairman Signature	Date	Board Member Signature	Date
Print Name:		Print Name:	
Board Member Signature:	Date	Board Member Signature:	Date
Print Name:		Print Name:	
Board Member Signature:	Date	Board Member Signature:	Date
Print Name:		Print Name:	
Board Member Signature:	Date	Board Member Signature:	Date
Print Name:		Print Name:	

BOARD COMMUNICATION: YOLO COUNTY TRANSPORTATION DISTRICT

350 Industrial Way, Woodland, CA 95776---- (530) 661-0816

Topic: Authorize the Executive Director to Approve a Service Agreement and Purchase Order with Apex Technology Management for Temporary IT Support	Agenda Item#: Agenda Type:	<h1>4c</h1> <h2>Action</h2>	
		Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	Meeting Date: September 9, 2024
Prepared By: A. Bernstein			

RECOMMENDATION:

Authorize the Executive Director to Approve a Service Agreement and Purchase Order with Apex Technology Management for Temporary Information Support services and server backups, for a period of six months and an amount not to exceed \$75,500.

BACKGROUND:

YoloTD routinely employs two full-time staff devoted to maintaining information technology equipment that supports our office, our Transdev contractor’s office and our bus operations. This includes 57 computers, 16 servers, specialized software and in-bus technology. Each Yolobus vehicle carries numerous IT devices including modems, routers, fare payment readers, real-time bus information equipment, annunciators, headsigns, security cameras and two-way dispatch communicators. The two staff positions which support these functions are the IT Specialist and the IT Systems Support Technician.

A series of staffing changes in 2024 has precipitated the need for outside (contract) IT support. In January 2024, IT Specialist went on leave and subsequently left the agency in May. That position remains unfilled.

In January 2024, we signed a temporary (3-month) contract with Apex Technology Management (Apex), to provide for continuity during this period of transition. We selected Apex by leveraging a procurement recently conducted by SACOG. In January 2024, SACOG approved a \$500,000, multi-year contract with Apex for Technology Outsourcing/Help Desk Services.

Our initial service agreement with Apex was for a three-month period, which was then extended for an additional three months after the departure of the IT Specialist. Both of these contracts fell within the signing authority of the Executive Director and did not require Board approval. To date, we have spent \$21,711 on support from Apex.

Recently, our IT team has faced another setback, with our IT Systems Support Technician out on leave for an indefinite period of time. Coincidentally, our service agreement with Apex was set to expire around the same time.

To maintain the security and continuity of our IT systems, we had to act quickly. On August 23, 2024, after consulting with the Board Chair, we signed a new service agreement with Apex for six months of expanded IT support, at a monthly cost of \$8,368, with a total contract amount not to exceed \$60,000. We also signed as a purchase order for purchase and installation of new Backup and Disaster Recovery hardware, along with monthly server backups, at a cost not to exceed \$17,400.64.

The staff recommendation, if approved, would ratify this emergency action by authorizing the Executive Director’s approval of this contract and purchase order.

Attachments:

- A. Resolution 2024-18
- B. Service Agreement with Apex Technology Management, effective 8/23/2024
- C. Purchase Order for remote server backups with Apex Technology Management, approved 8/30/2024

FISCAL IMPACT:

None. The cost of this contract will be offset by savings in the salary/benefits of the IT Specialist position and other recent staff vacancies.

RESOLUTION NO. 2024-18

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO APPROVE A SERVICE AGREEMENT AND PURCHASE ORDER WITH APEX TECHNOLOGY MANAGEMENT FOR TEMPORARY INFORMATION TECHNOLOGY SUPPORT SERVICES

WHEREAS, Yolo County Transportation District (YoloTD) as the transit operator for Yolo County must maintain a variety of servers, in-vehicle and in-office information technology equipment and software to sustain transit operations;

WHEREAS, YoloTD has experienced multiple unexpected staffing disruptions in the last six months, leading to a shortage of available staff to maintain our information technology systems;

WHEREAS, the Sacramento Area Council of Governments recently completed a competitive procurement for Information Technology Support Services and selected Apex Technology Management;

WHEREAS, time is of the essence to maintain the continuity and security of our IT systems;

THEREFORE, BE IT RESOLVED that the YoloTD Board of Directors hereby authorizes the Executive Director to approve a service agreement and purchase order with Apex Technology Management for temporary information technology support services for an amount not exceeding \$75,500 and for a time period not to exceed six months.

AYES:

NOES:

ABSTAIN:

ABSENT:

Josh Chapman, Chair

Board of Directors

ATTEST:

Norma Alley, Clerk of the Board of Directors

Approved as to Form:

Kimberly Hood, District Counsel

Apex Total Support Gold Service Agreement

3.25



THIS AGREEMENT ("Agreement") is made by and between Yolo County Transportation District (hereinafter called "Client") located at the address noted in the Execution section of this Agreement and Apex Technology Management, LLC, a California Limited Liability Company, (hereinafter called "Apex"), located at 310 Hemsted Drive, Suite 300, Redding, CA 96002.

- 1. DESCRIPTION OF SERVICES.** Apex shall provide Client with technology support services as listed in Exhibit "A" attached hereto (hereinafter the "Services"). The Services may be amended from time to time with 28 days' notice and as modified on the existing Exhibit "A" or a replacement Exhibit "A" signed by Client and Apex.
- 2. MONTHLY FEE.** The current monthly fee for the Services shall be \$ 8,368.00* per month (the "Monthly Fee") and will be billed in advance on the first of every month. Services under this agreement cannot exceed \$60,000.00 total. Any services provided outside the scope of Services will be billed separately as they are provided at Apex's then current billing rates. The current Monthly Fee is based upon the current configuration of the computers and LAN and WAN systems at the relevant Client facilities, as described in Exhibit A of this Agreement. As a matter of course, Apex may recalculate the Monthly Fee to adjust for Workstations or Servers added to or removed from the Client's network using the per site base fee, per workstation fee, and per server fee, as listed on Exhibit A of this Agreement. Systems removed from the network may not automatically be removed by Apex's auditing tool for up to 120 days, therefore it is the Client's responsibility to notify Apex if a Workstation or Server has been removed so that the monthly fee can be adjusted accordingly.

**This monthly fee reflects a discount of \$1,280.00/month for five (5) servers: HVHOST20, HVHOST21, HVHOST23, HVHOST24 and ARCHIVE. Please see the "Special Notes" section of this agreement for additional information on total costs.*

- 3. TERM OF AGREEMENT:** This agreement is effective on 8/23/2024. The term of this Agreement shall be for six months commencing from the effective date listed above unless a party terminates the Agreement as provided below;

- A. Cancellation:** Either party may cancel this Agreement for any reason within the first thirty (30) days of the effective date of the Agreement. If either party cancels the Agreement pursuant to this provision, the parties agree Apex is entitled to retain the Monthly Fee paid by Client for the first month's Services.
- B. Default:** If Client fails to pay the Monthly Fee and/or billed expenses promptly before or on the due date (15 days after the first of the month), Client will be deemed in default of this Agreement and Apex may terminate this Agreement upon ten (10) days written notice to Client. Should Apex choose not to terminate the Agreement, such decision on the part of Apex should not be deemed a waiver of any rights by Apex to collect any and all sums owed by Client.

4. RESPONSIBILITIES OF CLIENT.

- A.** The Client must provide Apex with full access to all areas of the facility necessary to complete the Services in a timely manner, including but not limited to physical spaces, passwords, keys and codes.

For more information please call 530.248.1000 - Apex Technology Management, LLC. 310 Hemsted Drive, STE 300, Redding CA. 96002

- B. The Client must be able to provide documentation supporting ownership or licensing of all equipment and software. Apex will not install, support or troubleshoot unlicensed software.
 - C. The Client must provide a suitable work environment for Apex for any on-site services required, including desk space, access to a telephone and parking.
 - D. The Client shall maintain its hardware and software under a valid support agreement with the vendor or manufacturer of the hardware or software at all times. Apex shall not be responsible under this Agreement for installing, updating, maintaining, or supporting hardware or software not covered under a valid support agreement with the software vendor or manufacturer. Any such support will be separately billed at Apex's billing rate in effect at the time of service.
 - E. Unless otherwise provided by Apex, Client shall be responsible for maintaining backups of all critical software, documents, and applications on all of Client's file servers, personal PC's, organizers, and other electronic equipment.
 - F. The Client shall be solely responsible for changing backup media on the Servers.
 - G. Client must receive Apex's approval for any changes to the covered equipment. If Client does not receive Apex's approval for changes to the covered equipment, any additional maintenance or support services required due to Client's changes to the covered equipment will not be covered by this agreement and will be billed separately at Apex's then current billing rates.
 - H. The Client is responsible for payment of invoices on or before the due date (15 days after the first of the month).
5. **LATE FEES.** Late payments by Client shall be subject to late penalty fees of the lesser of 1.50% per month or the maximum amount permitted under state law from the due date until the amount is paid.
6. **EXPENSES.** Client shall reimburse Apex for the following expenses that are directly attributable to work performed pursuant to this Agreement:
- A. Travel expenses including airfares, rental vehicles, and mileage outside Shasta County in company or personal vehicles at the highest federally allowed mileage rate current at the time. This rate is calculated from the Apex office nearest to the Client destination to the Client destination.
 - B. Telephone long-distance and facsimile (fax) long-distance charges
 - C. Postage and courier services
 - D. Computer services, such as hardware repairs and replacement of hardware necessary to complete the scope of services to be provided.
 - E. Other expenses resulting from the work performed under this Agreement.

Apex shall submit an itemized statement of Apex's expenses, along with any associated invoices.

7. **NON SOLICITATION OF APEX EMPLOYEES:** Client acknowledges that Apex has a substantial investment in its employees that provide Services to Client under this Agreement and that such employees are subject to Apex's control and supervision. Client further acknowledges that Apex' employees possess specialized training and expertise gained through their employment with Apex. In consideration of this investment, Client agrees not to solicit, hire, employ, retain, or contract with any Apex employee without first receiving Apex' written consent. If any employee terminates his or her employment with Apex (regardless of the reason for termination) and is employed by Client (or any affiliate or subsidiary of Client) in any capacity whether during the term of this Agreement or within a six (6) month period after termination of this Agreement, Client shall immediately pay Apex an amount equal to 50% of the most recent yearly salary or wage paid by Apex to such employee to compensate Apex for recruiting and training costs associated with such employee.
8. **NON SOLICITATION OF CLIENT EMPLOYEES:** Apex acknowledges that Client has a substantial investment in its employees and that such employees are subject to Client's control and supervision. In consideration of this investment, Apex agrees not to solicit, hire, employ, retain, or contract with any current client's employee, without first receiving Client's written consent.
- If any employee terminates his or her employment with Client (regardless of the reason for termination), and is employed by Apex (or any affiliate or subsidiary of Apex) in any capacity either during the term of this contract or within a 6 month period after termination of this contract, Apex shall immediately pay Client an amount equal to 50% of the most recent yearly salary or wage paid by Client to such employee. Exceptions must be made in writing and signed by both parties.
9. **CONFIDENTIALITY:** During the course of Apex provision of Equipment, Services and Custom Software hereunder, each party may have access to information concerning the products and business of the other. Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this Agreement. Further, each party shall take all steps as may be prudent to prevent the

disclosure of such information to third parties; but in no event shall such steps be less than the most stringent steps used by such party in protecting its own confidential and proprietary information. The commitments of confidentiality and non-use set forth above shall not extend to any portion of said information which, as a whole, a) can be documented to be known to recipient or the general public before disclosure hereunder; or b) hereafter, through no act on the part of the recipient hereunder become generally available to the public.

10. EXCLUSIONS. The Services, including telephone support services, online technical support services, and on-site support services are for approved platforms, devices, operating systems, applications and other items. All Services are subject to the following exclusions:

- A.** Apex may make recommendations for hardware, software or network improvements, referred to as special projects, to improve the level of support. If implementation of the recommendation is necessary to continue efficient and effective support, and the recommendation is not implemented, Apex reserves the right to exclude the item(s) needing replacement or repair from Services provided.
- B.** Services do not include any service after the equipment has been serviced, repaired, moved or relocated by anyone other than Apex or an authorized Apex agent. Services also do not include repair or service required as a result of:
 - 1. Neglect, theft, or accidental damage of the equipment;
 - 2. Alterations or modifications to the equipment performed by other than Apex or authorized Apex agent.
 - 3. The failure of Client to provide and maintain a suitable installation environment at all facilities as prescribed by Apex (including, but not limited to, proper electrical power, air conditions, or humidity control);
 - 4. The use of supplies or materials not meeting Apex's specifications;
 - 5. The use of the equipment for purposes other than those for which it was designed;
 - 6. Electrical work external to the equipment or service connected with equipment relocation, reconfiguration or additions;
 - 7. Cutoff of services to Client by any utility;
 - 8. Acts of God.
- C.** Software or Hardware not owned by the Client are specifically excluded.
- D.** Labor for troubleshooting, configuring or installing copy machines or any other hardware or peripherals provided by another 3rd party vendor.
- E.** Labor for troubleshooting, configuring or installing non business related software such as iTunes, and games.
- F.** Software or Hardware not covered under a valid maintenance contract or warranty with the vendor or OEM are specifically excluded.
- G.** Moves, Adds and Changes ("projects") are not covered under this agreement and are separately billable.

11. ALTERATIONS TO SERVICES OR EQUIPMENT: If Client alters any Services or Equipment conducted by Apex without the express written consent of Apex, Client does so at its own risk and expense. Apex shall not be liable or responsible for problems created as a result of Client's alteration of Services, Equipment and/or Client's network or system. If Client wishes Apex to correct or fix its alterations or problems relating thereto, such Services by Apex will be considered a new project and billed at then current project rates, and Client agrees that the same terms and conditions set out in this Agreement shall apply.

12. RESPONSE TIMES. Apex will respond to Client employee or self-discovered computer related service requests listed in the "Response Time Grid" in Exhibit "A".

13. WARRANTIES.

- A. Product Warranty:** APEX IS NOT A HARDWARE MANUFACTURER OR SOFTWARE DEVELOPER, BUT A RESELLER, INTEGRATOR AND TECHNOLOGY MANAGEMENT SERVICE PROVIDER. ACCORDINGLY, APEX DOES NOT PROVIDE ITS OWN WARRANTIES FOR THIRD PARTY SOFTWARE OR HARDWARE. ALL WARRANTIES, IF ANY, FOR THIRD PARTY PRODUCTS ARE ASSIGNED TO THE CLIENT FROM THE THIRD PARTY MANUFACTURER OR DEVELOPER. AS SUCH, APEX HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS OR MERCHANTABILITY.
- B. Services Warranty** Apex warrants that Services will be performed in a manner consistent with customary practice in the industry. Should a failure to comply with this warranty appear within thirty (30) days after the date of completion of such Services, Apex shall, if promptly notified in writing, at its option, either provide the Services anew or refund to Client the price charged for such non-conforming Services. Such re-performance or

return(s) shall be Client's exclusive remedy and shall constitute fulfillment of all liabilities of Apex with respect to any nonconformity of or defect or deficiency in Services furnished to Client.

The above Service Warranty is the only warranty provided by Apex relative to this Agreement.

ALL OTHER WARRANTIES, OF ANY TYPE, WHETHER EXPRESS OR IMPLIED ARE HEREBY DISCLAIMED AND CLIENT ACKNOWLEDGES THEY ARE WAIVING THE ENFORCEMENT OF ANY SUCH WARRANTIES AS TO APEX BY ENTERING INTO THIS AGREEMENT.

14. LIMITATION OF LIABILITY. Client further agrees that Apex's liability, if any, for any breach of contract shall not exceed the fees paid to Apex for the portion of Services, Equipment, or Custom Software giving rise to such claim. APEX SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCE OR THEORY OF LIABILITY. Without limiting the generality of the foregoing, Apex shall have no responsibility to compensate Client for delays in or loss of use of equipment, loss or miscalculation of data, loss of revenue or increased costs, loss of facilities, loss or delays in services, or claims of Client's clients, or other third parties to whom it provides goods or services, loss of profits or revenue, cost of substitute goods, facilities or services, downtime costs, or delays.

15. INDEMNIFICATION. Client agrees to indemnify, defend, and hold harmless Apex, its directors, officers, agents and employees from any claim, liability, loss, injury, damages or attorney fees or costs, arising out of the performance of this Agreement.

16. INSURANCE. To cover the acts of its personnel related to Services rendered, Apex shall at all times during the term of this Agreement have and maintain motor vehicle, general liability, worker's compensation and comprehensive general liability insurance having the following minimum coverage levels: \$1 Million General Liability. Apex shall at or before the start of this Agreement, and thereafter as necessary to show coverage, provide Client with a copy of the certificate of insurance evidencing such insurance coverage. Apex shall provide Client with immediate written notice of any material change in such insurance during the term of this Agreement.

17. INDEPENDENT CONTRACTOR STATUS: Apex is an independent contractor/consultant and no partnership or joint venture has been created by this Agreement

18. ATTORNEY'S FEES. If any legal proceeding is commenced for the purpose of interpreting or enforcing any provision of this Agreement, at law or in equity, including any proceeding in the United States Bankruptcy Court, Apex shall be entitled to recover attorney's fees incurred in such proceeding, or any appeal thereof, to be set by the court without the necessity of hearing testimony or receiving evidence, in addition to the costs and disbursements allowed by law.

19. FORUM AND VENUE: The parties agree that this contract shall be governed and/or interpreted in accordance with the laws of the State of California. The parties agree that any disputes that arise out of this Agreement will be resolved in the jurisdiction of Shasta County Superior Court or in the case of any matters having exclusive jurisdiction in federal court those matters shall be brought before the Eastern District of Sacramento, California.

20. NOTICES. Any notice, request, demand or other communication required or permitted by, or relating to, the terms of this Agreement shall be deemed to be properly given only when delivered to the United States Postal Service, sent certified mail -return receipt requested, or postage prepaid, or upon confirmation of receipt by facsimile, addressed to the party to receive notice as previously requested by notice hereunder or, otherwise, as provided in conjunction with such party's signature below.

21. SEVERABILITY. Every provision of this Agreement is intended to be severable. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, county code, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

- 22. WAIVER OF DEFAULT.** Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is amended.
- 23. FORCE MAJEURE.** Performance under this Agreement is subject to interruption and delay due to causes beyond the parties' reasonable control, such as acts of God, acts of any government, war or other hostility, including acts of terrorism, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.
- 24. AUTHORIZED REPRESENTATIVES:** The signatories below represent and warrant that they are authorized by their respective organizations to enter this Agreement.
- 25. SCANNED OR FACSIMILE EXECUTION:** This Agreement may be validly executed by the signing of a scanned or facsimile copy of this Agreement. Either the fully executed scanned copy, facsimile copy or a conforming executed original shall be evidence of the existence of this Agreement.
- 26. COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement.
- 27. TITLE AND RISK LOSS:** Any Equipment sold to Client under this Agreement shall remain the personal property of Apex until fully paid for by Client, and Client agrees, if requested by Apex, to execute a security agreement covering the Equipment sold and to perform all acts which may be necessary to perfect and assure retention of title to such Equipment by Apex. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage shall pass to Client and delivery shall be deemed to be complete upon delivery of the Equipment to Client, either by Apex or by a private or common carrier.
- 28. ASSIGNMENT:** Any assignment of this Agreement or any rights thereunder, without prior written consent of both parties by duly authorized representatives, shall be void; consent shall not be unreasonably withheld.
- 29. MISCELLANEOUS:** This Agreement shall not be modified in any way except in writing signed by both parties and stating expressly that it constitutes a modification of this Agreement. This Agreement embodies the entire understanding between the parties with respect to the subject matter of this Agreement, and except as otherwise provided herein, supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the effective date written above.

APEX:

**Apex Technology Management, LLC
310 Hemsted Drive, Suite 300
Redding, CA 96002
Telephone: 530-248-1000 Fax: 530-243-9184**

Name: Matthew Fristoe **Title:** President

Signature:  **Date:** 8/23/2024

CLIENT:

**Yolo County Transportation District
350 Industrial Way
Woodland, CA 95776**

Name: Daisy Romero **Title:** Director of Transit Operations

Signature:  **Date:** 8/23/2024



Apex Total Support Gold Service Level Agreement Gold Exhibit A

This Exhibit describes the systems maintained and the responsibilities of each party.

System Maintenance:

Apex will maintain each covered device in its approved configuration, and is responsible for the covered devices as defined below.

Systems Maintained:

This Product Schedule has as its scope up to 16 active Windows Servers, up to 57 workstations and up to 0 thin clients at Client's location, referred to in this document as the client's network environment. Additional servers will be billed at \$ 256.00 per month each, additional workstations will be billed at \$ 81.00 per month each and additional thin clients will be billed at at \$ 57.00 per month each.

Once each device is accepted by Client and Apex, that device falls under this agreement and the terms of this agreement take effect for that device. The definitive listing of covered devices will be maintained by Apex and will be available at any time upon Client request.

Infrastructure Services:

In addition to PC and server maintenance, Apex agrees to provide Client with regular and necessary remote infrastructure services required to provide the Managed Services described in this Agreement.

Customer Requirements:

1. High-speed (broadband or equivalent) internet access
2. Hardware maintenance or hot spare program
3. Server software licenses and maintenance
4. Anti-virus software and signature update subscription
5. Backup software and media that meets size and function requirements
6. VPN access for Apex personnel

Covered Services:

The following options that have been selected by the client will be performed remotely, as services by Apex on the covered client servers, workstations and network infrastructure, as described in this services level agreement.

Servers

- Server Backup Monitoring (Suitable backup system provided by client. Client responsible for media rotation)
- Unlimited 9x5* Remote Helpdesk Support
- Remote Disaster Recovery
- Remote Support
- Remote Maintenance
- Event Log Monitoring
- Monitor Drive Space On All Supported Servers
- 24x7 Monitoring Of Server Availability
- 24x7 Monitoring Of Critical Devices & Services
- 24x7 Remote Access for Server Down Situations
- Microsoft Operating System Patch Management (Patches, Updates & Service Packs) as needed
- Anti-Virus Subscription Monitoring, Response, Quarantine & Removal (Client must maintain current subscription)

Network Infrastructure

- Unlimited 9x5* Remote Helpdesk Support
- Management of Router & Firewall Rules
- Existing Wireless Access Point Configuration & Maintenance
- Virtual Private Network (VPN) & Wide Area Network (WAN) Monitoring
- Key Network Element Configuration Backup

Workstations

- Unlimited 9x5* Remote Helpdesk Support
- Microsoft Operating System Patch Management (Patches, Updates & Service Packs) as needed
- Anti-Virus Subscription Monitoring, Response, Quarantine & Removal (Client must maintain current subscription)

Applications

- Microsoft Exchange/365
- Microsoft SQL Server
- Two hours included per month for Application Updates
- Network Application Updates/Upgrades (Anti-virus, Anti-SPAM, Anti-Spyware, Etc.)

End User Support

- Unlimited 9x5* Remote Helpdesk Support
- Phone Support
- Limited Assistance With PDAs, Cell Phones, Mobile Devices, Etc. (Business Apps. Only)
- Remote Access (Work from Home/TeleWorker) Support
- Password resets, account lockout resets, login problem assistance

Network Administration

- Adding, modifying, disabling & deleting users and passwords
- Network Policy Enforcement
- SPAM (junk email) software management, if provided by Apex
- Network & VPN access administration

Security

- 24/7 Firewall monitoring & alerting option
- Network Policy Enforcement
- Anti-Virus Subscription Monitoring, Response, Quarantine & Removal (Client must maintain current subscription)
- Security management

Best-In-Class Support & Monitoring Tools

- Enterprise level monitoring & reporting
- Flexible, fast & secure remote support
- Trouble-ticket tracking & reporting
- Knowledge base
- Central monitoring/network operations center console

Planning, Budgeting & IT Management

- Assigned Virtual Chief Information Officer (VCIO)
- Monthly executive summary report
- Strategic technology consulting
- Technology planning

- Technology budgeting
- Disaster recovery planning
- Trouble ticketing
- Problem escalation & resolution
- Assistance with Vendor selection & management
- IT purchasing
- Warranty management of covered devices
- Create and maintain an inventory of hardware, software and network equipment (reports available upon request)
- Assistance with grant requests
- Monthly management meeting or board meeting participation

Other Advantages

- Service Level Agreement
- Priority phone access for all calls
- Discounted rates for project work and MACs (moves, adds and changes)
- Proactive Issue Detection And Resolution
- Highest priority response to network issues

* 9x5 refers to the Apex NOC (Network Operationd Center) HelpDesk hours of 8:00 am – 5:00 pm M-F, excluding holidays

The Total Support Gold Package does not include:

Total Support Gold Services, including telephone support services and online technical support services, are for approved platforms, devices, operating systems, applications and other items. All Services are subject to the following exclusions: Apex may make recommendations for hardware, software or network improvements, referred to as special projects, to improve the level of support. If implementation of the recommendation is necessary to continue efficient and effective support, and the recommendation is not implemented, Apex reserves the right to exclude the item(s) needing replaced or repaired from Services provided. On-site support services and expenses, including travel, are not covered under the Total Support Gold Plan and are separately billable. Services do not include any coverage after the equipment has been serviced, repaired, moved or relocated by anyone other than Apex or an authorized Apex agent.

Services do not include repair or service required as a result of:

- * Neglect, theft, or accidental damage of the equipment;
- * Alterations or modifications to the equipment performed by other than Apex or authorized Apex agent;
- * The failure of Client to provide and maintain a suitable installation environment at all facilities as prescribed by Apex (including, but not limited to, proper electrical power, internet access, air conditions, & humidity control);
- * The use of the equipment for purposes other than those for which it was designed;
- * Electrical work external to the equipment or service connected with equipment relocation, reconfiguration or additions;
- * Cutoff of services to Client by any utility; Acts of God.
- * Software or Hardware not owned by the Client are specifically excluded.
- * Labor for troubleshooting, configuring or installing copy machines or any other hardware or peripherals provided by a 3rd party vendor.
- * Labor for troubleshooting, configuring or installing non business related software such as i-tunes, and games.
- * Software or Hardware not covered under a valid maintenance contract or warranty with the vendor or OEM are specifically excluded.
- * Materials, Parts or Hardware warranty coverage
- * Projects (new equipment installation, new applications etc.)
- * Red flagged equipment not meeting Apex requirements
- * Software unrelated to business needs (iTunes, Windows Media Player, games, etc.)

Client must follow the Request For Change (RFC) process as identified below before adding additional applications to the covered devices. As part of the RFC approval process, Apex will evaluate the applications' impact on the covered servers and workstations and determine what impact it will have on the terms of this agreement. Testing may be required by Apex if the application has the potential to impact the reliability or performance of a managed server.

Apex will follow RFC process as identified below before making any changes to the servers or configurations of the components on any managed server. The Client will follow RFC process as identified below before making any changes to the servers or configurations of the components on any managed server. Any changes done outside of the RFC will void the service level requirements until the change goes through the RFC process.

Client may not add, modify, or delete any service or application on covered devices except as expressly defined by the RFC process.

Client agrees that Apex will not be responsible for any problems caused by configuration changes made by Client.

Any assistance provided by Apex to resolve these issues or to return a device to its approved configuration due to changes made by client will be chargeable as described in the Fees Schedule.

Other Applications and Services

The covered devices may host services or applications outside the scope of this agreement, and Apex and Client may each have partial responsibility for the functionality provided by a single device as follows:

Anti-Virus Server and Client Software

Client maintains responsibility to providing Apex with a valid, current subscription license for Anti-Virus software for all covered devices. Apex agrees to verify the Anti-Virus software is functional on the servers at all times and the automatic updates are working properly.

Change Request

In the event that Client desires a change to the approved configuration of a covered device, Client will submit a Request For Change (RFC) via e-mail to their assigned VCIO. Apex will review all Requests For Change during the next review cycle and notify Client of its decision. Apex will make a good-faith effort to accommodate any reasonable Request For Change. Urgent RFCs will be submitted to Apex Administrative Contact via e-mail and a notification via phone and will be acted upon within 8 business hours. The review cycle for normal priority RFCs is every Tuesday and Thursday.

Once a change is approved the new configuration is added to the configuration database. Changes to the approved configuration are stored as images and/or other configuration items within Apex's Configuration Management Database (CMDB) at regular intervals (at least quarterly, or whenever a major change is made).

Client is not required to submit an RFC for changes to systems that are not covered under this agreement. However, Apex requests 4 hours advance notice of changes that could affect covered systems. This includes, but is not limited to, infrastructure changes or hardware maintenance of covered systems. If this advance notice is not given, any response by Apex to troubleshoot apparent errors will be chargeable as described in above.

Service Request

If the Client submits a medium severity/medium impact or depending on severity and impact Service Request for a covered device through an e-mail or via phone to the Apex Technical Contact, Apex will begin immediate troubleshooting to resolve the issue. Status updates will be provided to the Client Primary Contact every 90 minutes until the issue is resolved within the framework of their service level.

In the event an issue is determined to be related to hardware failure Apex will notify Client, and Client assumes responsibility for repairing or replacing the failed hardware. Any services provided by Apex related to hardware failure of an out-of-warranty device are chargeable.



Proactive Systems Monitoring and Support - Devices monitored

The following metrics will be measured on each covered device server:

Metric	Alert Threshold
Processor utilization	> 90% for 15 minutes
Disk space (system)	< 2.0 GB
Disk space (data)	< 10%
Memory utilization	>80%
Event Log	Critical event

Apex monitors these metrics with proprietary software. Other performance-related metrics desired by Client may be monitored upon request.

Response

During normal business hours (defined as Monday to Friday 8:00 a.m. to 5:00 p.m. Pacific Time, excluding holidays), upon receiving an alert from a covered server for key network device, within 90 minutes Apex will log the alert and begin troubleshooting the issue remotely. Apex will notify the Client Primary Contact, and provide technical support up to the levels defined by the service level.

Software Update Release Schedule

Apex defines 5 levels of criticality for Microsoft software updates and patches, as follows:

Critical:	<ul style="list-style-type: none"> - An update that resolves security vulnerability whose exploitation could allow propagation of a worm or virus without user action. - Apex will test and approve or disapprove updates within 3 business days. Once approved, Apex will initiate the deployment process as defined above in the RFC process.
Important:	<ul style="list-style-type: none"> - An update that resolves security vulnerability whose exploitation could result in compromise of the confidentiality, integrity, or availability or Client's data, or of the integrity or availability of covered devices or services. An update that resolves a major functionality flaw or results in dramatically improved performance of the software. - Apex will test and approve or disapprove updates within 10 business days. Once approved, Apex will initiate the deployment process as defined above in the RFC process.
Moderate and Low:	<ul style="list-style-type: none"> - An update that resolves a security vulnerability whose exploitation can be mitigated to a significant degree by factors such as default configuration or auditing, or whose exploitation is extremely difficult or whose impact is minimal. An update that resolves a minor functionality flaw or results in marginally improved performance of the software. - Apex will test and approve or disapprove updates within 3 calendar months. Once approved, Apex will initiate the deployment process as defined above in the RFC process.
Service Release:	<ul style="list-style-type: none"> - An update that adds major functionality to a software product or changes its functionality, or a bundled package of updates accumulated over the course of several months or years. Typically referred to as a servicepack, service release, maintenance release, or functionality release, and identified by a change in the minor version number (ie. Adobe Photoshop6.0 to 6.1). Typically released by the vendor at no cost. <p style="text-align: center;">Service Release Updates are ONLY available to the Platinum and Gold Plans.</p> <ul style="list-style-type: none"> - Apex will test and approve or disapprove the service release within 3 calendar months. Once approved, Apex will initiate the automated deployment process as defined above in the RFC process.
Major Revision:	<ul style="list-style-type: none"> - A major functionality upgrade identified by the vendor as a new version of the product, and which typically requires payment or maintenance contract to obtain. Typically identified by a change in the major version number (ie. Microsoft Windows 2000 to Microsoft Windows 2003 Backup Exec 9 to Backup Exec 10). <p style="text-align: center;">Major revision updates are available to the PLATINUM PLAN ONLY.</p> <ul style="list-style-type: none"> - Apex will test and approve or disapprove the major revision within 9 calendar months. Once approved, Apex will submit a change request and will work with Client to determine any required architecture or functionality changes and define the implementation schedule. Any revision updates requiring more than 2 hours labor will be considered to be a project and will be out of scope.

Other updates:

Driver updates, BIOS upgrades, firmware updates, and other update types not mentioned specifically elsewhere in this document, are installed only in the event that they are known or expected to resolve an open service request, if they are known or expected to resolve a critical security flaw in the current configuration, or if they are a prerequisite for a patch or other update being applied.



Total Support Gold Agreement, Exhibit A

SPECIAL NOTES & CALCULATIONS

- The monthly fee reflects a discount of \$1,280.00/month for five (5) servers: HVHOST20, HVHOST21, HVHOST23, HVHOST24 and ARCHIVE. This discount will be provided for the six-month duration of this agreement. Apex will evaluate your full server infrastructure and look for consolidation opportunities. After the six-month period, and if a new agreement is in place, Apex may begin billing for any of the five listed servers that remain in operation. (\$256.00/month each)
- Special projects and monthly subscription and/or cloud service charges would be billed separately. For example: Office 365 email, cloud backups, email SPAM filtering etc.
- A One-time startup fee of \$7,850.00 will be invoiced to the client. This is a full Apex Managed Services Onboarding. We did a partial onboarding for the 60-day agreement and this is the cost to complete the full onboarding process and build the network documentation. This fee can be split across the six months of the agreement. (\$1,308.33/month)
- One Six-Hour Quarterly on-site maintenance visit by your Lead Technician and VCIO is included.
- A fixed \$400.00 trip fee will apply for on-site support visits. (not charged for the included Quarterly Maintenance visit or VCIO visits)
- Lodging and meal expenses for on-site support visits requiring overnight stays will be invoiced to the client.
- Unlimited remote support of existing systems is included. To keep costs low, we will leverage Daniel for on-site issues as much as possible. On-site support that requires Apex will be billed at the below discounted “Gold” Rates.

		Bronze	Gold
	Standard	Silver	Platinum
LVL3	205	180	165
LVL2	175	160	140
LVL1	150	135	120
Projects	205	180	165




IN WITNESS WHEREOF, the Parties have executed this Service Level Agreement - of the Effective Date;

Apex:

Apex Technology Management, LLC
310 Hemsted Drive, Suite 300
Redding CA, 96002
530-248-1000

Printed Name: Matthew Fristoe Title: President

Signature:  Date: 8/23/2024
A1FFCC55E8C947C...

.....
Client:

Yolo County Transportation District
350 Industrial Way
Woodland, CA 95776

Printed Name: Daisy Romero Title: Director of Transit Operations

Signature:  Date: 8/23/2024
9BB20148793F4E5...

Apex Total Support Gold Service Level Agreement

Severity	<p>Severity is based on the critical nature of a system, equipment or application. An issue with a server that runs the primary application for the entire organization and affects 60 people would be a <i>High Severity</i> issue.</p> <p>An issue with a workgroup printer that affects 10-15 people would be a <i>Medium Severity</i> issue.</p>
Impact	<p>Impact is the level to which the problem/issue is preventing use of the system, equipment or application. For example, a server that is completely down would be a <i>High Impact</i> issue, whereas a server that is running very slowly would be a <i>Medium Impact</i> issue and a server that needs a non-critical update installed would be a <i>Low Impact</i> issue.</p> <p>A High Severity/High Impact issue would be a critical server affecting the entire network being down. If the same server is running very slowly but is usable it would be a High Severity/Medium Impact issue.</p>
Response Times	<p>Response Times are calculated from the time a ticket is created in Apex's ticketing system - this is done at the time of call or email receipt. Response times in this grid are during business hours.</p> <p>Only High Severity/High Impact issues will be addressed outside of business hours as part of this agreement, after hours response time is 4 hour maximum response for High Severity/High Impact.</p>

Only High Severity/High Impact issues will be addressed outside of business hours as part of this agreement, after hours response time is 4 hour maximum response for High Severity/High Impact.

Service Response Time *			
	Initial Telephone Response Time	Begin Remote Remediation	Resolution
High Severity / High Impact	60 minutes	90 minutes	1.5 Days
High Severity / Medium Impact	90 Minutes	2 Hours	3 Days
High Severity / Low Impact	4 Hours	8 Hours	2 Weeks
Medium Severity / High Impact	90 Minutes	2 Hours	3 Days
Medium Severity / Medium Impact	2 Hours	5 hours	1 Week
Medium Severity / Low Impact	8 Hours	1 Week	2 Weeks
Low Severity / High Impact	4 Hours	8 Hours	3 Days
Low Severity / Medium Impact	1 Day	2 Days	2 Weeks
Low Severity / Low Impact	2 Days	1 Week	4 Weeks

* These response times are "Worst Case" maximum guaranteed response times for properly reported issues. Gold Support customers always receive the highest priority response and in most cases support is available immediately.

* All times listed are in business hours, 1 day = 8 business hours.


<http://www.apex.com>
530-248-1000

310 Hemsted Drive, Suite 300, Redding, CA 96002

Quote APXQ31899 Digital Umbrella - Server Backup Solution

Valid through September 23, 2024 @ 11:48 am

Prepared For:

 Yolo Transportation District
 Autumn Bernstein
 Phone:
 350 Industrial Way
 Woodland, CA 95776
 abernstein@yctd.org






Prepared By:

 George Passidakis
 Director of Sales & Marketing
 Phone: (800) 310-2739
 Fax: (530) 243-9184
 Email: gpassidakis@apex.com



For the full presentation proposal, [click here](#) to view or download the PDF version of this quote. You can sign and fax this in, or you can save time by simply electronically accepting this quote below.

Line Item Detail

QTY	Description	Picture	Unit Price	Ext Price
Products				
1	Dell PowerEdge R440		\$5,840.90	\$5,840.90
4	Network Cable - Cat6 - Tripp Lite - 10ft - Black		\$4.60	\$18.40
1	Backup - Apex - Digital Umbrella 3.0 On-site & Cloud Backup Service - Monthly		\$1,000.00	\$1,000.00
Products SubTotal				\$5,859.30
Shipping & Handling				
1	Shipping & Handling Charge		\$45.00	\$45.00
Shipping & Handling SubTotal				\$45.00
Professional Services				
1	Professional Services:		\$6,242.00	\$6,242.00
1	Discount - Active Total Support Agreement - Labor Discount		-\$1,218.00	-\$1,218.00
Professional Services SubTotal				\$5,024.00

SubTotal: \$10,928.30
Sales Tax: \$472.34
Total: \$11,400.64
 Plus \$1,000.00 Monthly (incl tax)

⇧ Acceptance Detail

Order Confirmation

We reserve the right to cancel orders arising from errors, inaccuracies, or omissions.

I agree to the terms and conditions of the above document and PDF attachment with an electronic signature below.

IP Address 98.56.238.245

PO Number

(Optional: Enter PO Number as your reference only.)

Comments

Email Address

Printed Name

Signature

"signatures" could include: /john smith/, /js/, /js123/, etc

*This document was accepted on August 30, 2024 @ 10:05 am.
An email confirmation was sent to abernstein@yctd.org.*

⇧ Have Questions?

Quote Accepted. Have additional questions?

(Note, you will receive a copy of your message by email.)

No questions posted yet.

Time expressed in Pacific Daylight Time UTC-07:00

This page was created using [QuoteValet](#) - The online quote delivery and acceptance vehicle for [QuoteWerks](#).



A New Charter TECHNOLOGIES Company >>

310 Hemsted Drive
 Suite 300
 Redding, CA 96002
 (530) 248-1000 phone
 (530) 243-9184 fax

www.apex.com

Quote #:	APXQ31899
Date:	8/23/2024

Quotes are valid for 30 days

Digital Umbrella - Server Backup Solution


Prepared For:
Autumn Bernstein
 Yolo Transportation District
 350 Industrial Way
 Woodland, CA 95776
 United States
 Email: abernstein@yctd.org
 Phone:


Prepared By:
George Passidakis
 Director of Sales & Marketing
 (800) 310-2739
gpassidakis@apex.com




Qty	Description	Unit Price	Ext. Price
-----	-------------	------------	------------

Products

1	Dell PowerEdge R440  <i>Dell PowerEdge R440 3.5" 4-Port 1U Rack Mount Server Chassis (2) - Intel Silver 4216 16 Core (2.10Ghz up to 3.20GHz, 22M 100W) SRFBB (4) - 32GB PC4-21300 DDR4-2666MHz Registered Memory (4) - Dell SAS 3.5" 8TB 7.2K 12GBPS 512e (2) - CABLE-POWER-SERVER-6FT (1) - PERC H730P Adapter w/2GB NV Flash Backed Cache - Low Profile (System Build)</i>	\$5,840.90	\$5,840.90 T
---	--	------------	--------------

4	Network Cable - Cat6 - Tripp Lite - 10ft - Black 	\$4.60	\$18.40 T
---	---	--------	-----------

1	Backup - Apex - Digital Umbrella 3.0 On-site & Cloud Backup Service - Monthly  <ul style="list-style-type: none"> - Native Data: 3750 GB - 31 Daily and 13 monthly backups on the local backup appliance AND in the cloud. - Additional retention can be configured if required (possible additional cost) - 5250 GB Total Cloud Storage Space Included. Additional space is charged as needed. - Built in compression and deduplication for performance and reduced storage needs. - Encrypted data both at rest and in transit. - Meets PCI and HIPAA guidelines. 	\$1,000.00	\$1,000.00
---	---	------------	------------

Products SubTotal \$5,859.30

Qty	Description	Unit Price	Ext. Price
-----	-------------	------------	------------

Shipping & Handling

1	Shipping & Handling Charge	\$45.00	\$45.00 T
---	----------------------------	---------	-----------



Shipping & Handling SubTotal			\$45.00
------------------------------	--	--	---------

Professional Services

1	Professional Services:	\$6,242.00	\$6,242.00
---	------------------------	------------	------------



See included "Exhibit A" for the scope of work.

1	Discount - Active Total Support Agreement - Labor Discount	-\$1,218.00	-\$1,218.00
---	--	-------------	-------------

Professional Services SubTotal			\$5,024.00
--------------------------------	--	--	------------

Recurring services to be billed upon service activation		SubTotal	\$10,928.30
Monthly: \$1,000.00	Annual: \$0.00	Tax 8.000 %	\$472.34
		TOTAL	\$11,400.64

Fixed Price Project: The total project price will be no more or less. Any possible exceptions will be noted. Project change orders will be billed separately above the project amount. This quote is valid for 30 days from date of issue. Advanced payment of all hardware and software greater than \$500 is required before purchase can be made. Check, credit card or electronic funds transfer are acceptable payment types.

We reserve the right to cancel orders arising from pricing or other errors.

Client Signature

Date

Exhibit A – Professional Services Scope of Work

Project Background and Description Statement

Yolo Transportation District is looking to move their backup solution to a managed cloud backup solution. Moving to this solution will provide alerting and monitoring as well as failover protection for their server infrastructure

Project Goals & Deliverables:

This solution will provide the following major deliverables in order to achieve a more stable and secure environment that will aid the organization in their drive for success.

- Installation of new BDR (Backup and Disaster Recovery) hardware

Scope of Work: Work Breakdown

Phase 1: Prep

- Prep Host
 - Installation of Hyper-V
 - Update windows
- Deliver onsite
 - Deliver onsite
 - Install Host Side by Side

Phase 2: Remote Deployment Upgrade

- Configure new BDR

Phase 3: Project Closure

- Work with Yolo Transportation District team to flag existing backups for removal.

Project Design and Architecture

- Define impact, requirements, and architecture design.
- Research and compile solution, invasive testing to confirm and validate solution.

Project Management

- Identify dependencies, risks and resources.
- Create project plan and schedule
- Ongoing monitoring and plan correction
- Manage project and status communications

Client Responsibilities

- Administrative level credentials required for project related deliverables
- Building/Site access if after business hours is required as part of project (key or door code)
- Allocated staff to assist with quality assurance testing during and after cutover periods
- Point of Contact for the organization to coordinate and distribute project related information to the organization
- Provide access to any and all software and licensing necessary to complete the project deliverables

Key Contractors, Partners and Subcontractor Dependencies

Name	Role	Responsibilities
N/A		

This proposal is dependent upon three assumptions:

- 1) Timely access to and responsive cooperation with the vendor responsible for the software and/or hardware being installed and/or configured by Apex.
- 2) All hardware and software have been properly specified (interface, versions, etc.) by the responsible vendor, and is available at the time of installation.
- 3) Upon completion, the software and hardware specified by a third-party/application vendor performs as expected by the vendor and client.

The above assumptions define expectations that are considered outside of the control and responsibility of Apex Technology Management.

If, for any reason as outlined above, the time required to complete any vendor dependent task exceeds the time budgeted in this proposal, the client will be billed for the actual hours in excess of this budget at the pre-specified project rate.

Existing Hardware and Software Dependencies:

- What hardware are we re-using? N/A
- What software are we re-using? N/A
- What licensing are we re-using? N/A

Hardware Decommission:

- N/A

Project Invoicing

Apex reserves the right to invoice for work completed against a project/phase and receive a timely payment IF the project/phase extends beyond the scheduled completion date AND the project/phase delay is caused by the client OR vendor(s) directly or indirectly contracted by the client. An initial payment for any hardware and software required for this project is required before project scheduling can begin.

COMMUNICATION: YOLO COUNTY TRANSPORTATION DISTRICT
350 Industrial Way, Woodland, CA 95776 (530) 661-0816

Topic: Approve Resolution 2024-19 to Amend the Personnel Rules and Regulations, Procurement Policy, Purchasing Card Policy and Travel and Expense Reimbursement Policy.	Agenda Item#: Agenda Type:	<h1>4d</h1> <h2>Action</h2>
		Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
Prepared By: Chas Ann Fadrigio		Meeting Date: September 9, 2024

RECOMMENDATION:

Approve resolution 2024-19, authorizing amendments to the following YoloTD Policies: 1) Personnel Rules & Regulations, 2) Procurement Policy, 3) Purchasing Card Policy and 4) Travel and Expense Reimbursement Policy. These amendments will specifically address conflicts of interest, prohibited uses of District and personal credit cards, and gifts, gratuities and personal gains.

BACKGROUND:

During fiscal years 2021-2022 and 2022-2023, Staff focused on reviewing and amending personnel and finance policies, bringing several updates to the Board. Staff will continue to review and update policies as needed, based on changes in best practices, laws, and administrative needs. Amendments may also result from compliance reporting, audit findings, or other factors.

DISCUSSION & ANALYSIS:

The proposed amendments to the policies are written to increase transparency and prevent conflicts of interest by regulating the use of personal payment methods for YoloTD-related expenses. The changes include prohibiting personal payment methods to avoid conflicts and personal gain, such as rewards or rebates. By ensuring all expenses are processed through YoloTD-approved methods, these amendments aim to maintain a controlled environment and reinforce accountability. Exceptions will be tightly controlled, requiring clear justification and prior authorization, to ensure compliance and prevent misuse.

1. Personnel Rules & Regulations Policy:

Chapter 3. Employee Conduct

Accountability

Add: Prohibits use of personal payment methods to avoid conflicts of interest.

Add: Employees must decline third-party gifts or incentives and ensure they are compensated only by the District for their work.

Conflict of Interest Code (Statement of Economic Interests)

Add: Prohibits employees and officials from using personal payment methods for YoloTD expenses to prevent conflicts of interest from personal gains like points or rewards.

2. Procurement Policy

Code of Conduct

Section 2.3 Conflict of Interest

Add: Prohibits employees from using personal payment methods for YoloTD expenses to avoid conflicts of interest and personal gain, such as rewards or rebates, affecting all YoloTD-related financial transactions.

Section 2.4 Gifts and Gratuities

Add: Prohibits employees from using personal payment methods for YoloTD expenses if it results in personal gain, such as points or rewards, which is considered a prohibited gift or gratuity.

3. Purchasing Card Policy

Add: Section 7, regarding prohibited use of personal credit cards for District-related business. Employees must use YoloTD-issued purchasing cards or approved payment methods for District-related purchases. Exceptions are allowed with prior approval or, if not possible, notification to the supervisor afterward. Employees can seek reimbursement for approved purchases by providing necessary documentation and explanations. Non-compliance may result in denial of reimbursement and potential disciplinary action.

4. Travel and Expense Reimbursement Policy

Add: Section 12 – Personal Payment Methods:

Employees must use YoloTD-approved payment methods for YoloTD-related expenses. Exceptions require authorization from the Executive Director or designee, with clear justification and a plan to switch to approved payment methods promptly.

BUDGET IMPACT:

None.

Attachments:

1. Rules and Regulations Personnel Policy – Proposed Amendments with redline
2. Procurement Policy – Proposed Amendment with redline
3. Purchasing Card Policy- Proposed Amendment with redline
4. Travel and Expense Reimbursement Form -Proposed Amendment with redline

**YOLO COUNTY TRANSPORTATION DISTRICT
RESOLUTION NO. 2024-19**

**RESOLUTION AUTHORIZING AMENDMENTS TO POLICIES TO ADDRESS
CONFLICTS OF INTEREST AND LIMIT USE OF PERSONAL PAYMENT METHODS**

WHEREAS, the Yolo District Transportation District (YoloTD) has reviewed its existing policies to enhance transparency, compliance and accountability;

WHEREAS, the proposed amendments to the following YoloTD policies address conflicts of interest, the use of personal payment methods, and the declination of gifts, gratuities and personal gains:

1. Personnel Rules & Regulations Policy
2. Procurement Policy
3. Purchasing Card Policy
4. Travel and Expense Reimbursement Policy

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Yolo Transportation District hereby approves the following amendments as follows:

1. Personnel Rules & Regulations Policy:

Chapter 3. Employee Conduct:

Add: Prohibit the use of personal payment methods to avoid conflicts of interest.

Add: Require employees to decline third-party gifts or incentives and ensure compensation solely from YoloTD.

Conflict of Interest Code (Statement of Economic Interests):

Add: Prohibit employees and officials from using personal payment methods for YoloTD expenses to prevent conflicts of interest from personal gains like points or rewards.

2. Procurement Policy:

Code of Conduct:

Section 2.3 Conflict of Interest

Add: Prohibit employees from using personal payment methods for YoloTD expenses to avoid conflicts of interest and personal gain.

Section 2.4 Gifts and Gratuities

Add: Prohibit the use of personal payment methods for YoloTD expenses if it results in personal gain, such as points or rewards.

3. Purchasing Card Policy:

Section 7:

Add: Prohibit the use of personal credit cards for District-related business, requiring YoloTD-issued purchasing cards or approved payment methods. Allow exceptions with prior approval or, if not possible, notification to the supervisor and provide necessary documentation for reimbursement.

4. Travel and Expense Reimbursement Policy:

Section 12 – Personal Payment Methods:

Add: Require the use of YoloTD-approved payment methods for YoloTD-related expenses, with exceptions requiring authorization from the Executive Director or designee and a plan to transition to approved methods.

RESOLVED FURTHER, that the Executive Director of the District or designee is authorized to take all necessary actions to implement the policy amendments, including updating the policies accordingly.

PASSED AND ADOPTED by the Board of Directors of the Yolo District Transportation District, District of Yolo, State of California, this 9th day of September 2024, by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Josh Chapman, Chair
Board of Directors

ATTEST:

Norma Alley, Clerk of the Board
Board of Directors

By _____
Kimberly Hood, District Counsel

Yolo County Transportation District Personnel Rules and Regulations

Proposed Amendment ~~ed by the YCTD Board~~

September 9 ~~April 8~~, 2024

Contents

CHAPTER 1. GENERAL.....	3
CHAPTER 2. DEFINITION OF TERMS	4
CHAPTER 3. EMPLOYEE CONDUCT.....	7
CHAPTER 4. CLASSIFICATION, POSITIONS AND SALARY	9
CHAPTER 5. EQUAL EMPLOYMENT OPPORTUNITY	12
CHAPTER 6. RECRUITMENT, EXAMINATION AND SELECTION	18
CHAPTER 7. EMPLOYMENT AND HOURS.....	22
CHAPTER 8. COMPENSATION.....	26
CHAPTER 9. BENEFITS.....	28
CHAPTER 10. EMPLOYEE TRAINING AND DEVELOPMENT	30
CHAPTER 11. HOLIDAYS, VACATION, MANAGEMENT ADMINISTRATIVE LEAVE AND PERSONAL TIME OFF	32
CHAPTER 12. SICK LEAVE	35
CHAPTER 13. OTHER LEAVES and LEAVES OF ABSENCE	37
CHAPTER 14. OCCUPATIONAL HEALTH	41
CHAPTER 15: RETURN TO WORK INJURY MANAGEMENT PROGRAM.....	44
CHAPTER 16. FURLOUGH	46
CHAPTER 17. DISCIPLINARY ACTION	47
CHAPTER 18. RECORDS, REPORTS AND NOTICES.....	48

CHAPTER 1. GENERAL

Purpose

The purpose of these rules and regulations shall be to define and set forth in detail the obligations, rights, privileges, benefits, and requirements which are placed upon all employees in the service of the Yolo County Transportation District (District) and to ensure similar treatment for all applicants and employees.

Personnel Rules and Regulations: Adoption

The Board of Directors shall adopt or amend the Personnel Rules and Regulations for the governance of the human resources system.

Personnel Rules and Regulations: Authority

The Personnel Rules and Regulations are intended to comply with all applicable state and federal laws. If a policy or procedure fails, through change in law, to comply with the applicable state and/or federal law, the applicable law shall apply.

Personnel Rules and Regulations: Amendments

The Executive Director, in the interest of good and efficient business practices and to comply with changes in law or statute, shall be responsible for periodic review of the Personnel Rules and Regulations and for developing and submitting to the Board of Directors recommendations for revisions, amendments, or deletions of policies and procedures as warranted.

Employees are encouraged to submit to the Executive Director written suggestions for revisions or amendments to the Personnel Rules and Regulations.

Human Resources System

The employment practices of the District shall be based upon principles that provide for fairness and equity and that facilitate the efficient and economical delivery of services to the public.

Executive Director: Authority

The Executive Director shall be responsible for the administration of the human resources system. The position and authorities of the Executive Director may be incorporated into another position by order of the Executive Director.

Executive Director: Duties

The Executive Director shall establish the methods and procedures necessary for the proper functioning of the human resources system. The Executive Director shall propose, promulgate, and administer personnel rules and regulations for the governance of the human resources system, shall ensure that they address the terms and conditions of employment and remain consistent with applicable state and federal employment laws and statutes, and shall maintain such records as are necessary for the effective administration of the human resources system.

The Executive Director shall provide such personnel services and assistance to employees as will contribute to the efficient conduct of the District's business. Such assistance shall include conducting personnel investigations, acting as a neutral, third-party hearing officer or mediator, and mentoring.

Governance

In accepting employment with the District, each employee agrees to be governed by and to comply with these Personnel Rules and Regulations.

Severability

If any chapter, section, sentence, clause or phrase of these rules and regulations is found to be illegal by a court of competent jurisdiction, such findings shall not affect the validity of the remaining portion of these rules and regulations.

Chapter 2. Definitions

For the purposes of the Personnel Rules and Regulations, unless otherwise apparent from the common meaning within the context of the usage of the word, the following definitions for certain words and phrases shall be as follows:

Administratively Directed Leave shall be a forced paid leave directed by the Executive Director in circumstances where having the employee at the workplace would be unduly disruptive, would impede an investigation, or would subject the employee and/or others at the worksite to the potential for harm.

Executive Director shall be the person designated to make or revoke an appointment to any position for the District.

At-Will shall mean an employment relationship of indefinite duration that can be terminated by either the employer or the employee at any time with or without cause.

Authorized Position Resolution shall mean a staffing structure adopted by the Board of Directors setting forth the number of positions authorized in classifications for the District.

Classification (Class) shall mean the title assigned to a position of employment that has been delineated by assigned duties, authority, responsibility, and work environment.

Classification Series (Class Series) shall mean the grouping of similar classifications from the lowest to the highest level of supervision where there is a natural progression between the classifications because of the inclusion of the lowest classification in the qualifications for the highest classification.

Continuous Employment/Service shall mean the period of employment beginning with the most recent date of hire into a regular District position during which time the employee has been employed without a break or interruption. Military leaves, authorized leaves of absence (whether with or without pay), and furloughs shall not be construed as breaks in employment/service. An employee who separates employment and is subsequently rehired shall begin a new period of continuous employment/service.

Days shall mean calendar days unless otherwise stated.

Demotion shall mean a voluntary or involuntary change of employment in a given classification to employment in a different classification with a lower salary scale.

Extra Help shall mean employment in an approved classification intended to be less than year-round to cover seasonal peak workloads, emergency or other work loads of limited duration, necessary vacation and sick leave relief, and other situations involving fluctuating staffing. Extra Help shall apply both to the employment and to the person. Extra Help employees shall not be eligible for holidays, vacations, dental, vision or other benefits except as required by law. Extra Help employees may be used where no authorized position exists, but where funding exists to cover the cost.

Employees hired as Extra Help can serve continuously or intermittently so long as needed to cover workload, but in no case may the employee work 1,000 hours or more in a fiscal year or 1,400 hours in a calendar year.

Fiscal Year shall mean the period from and including July 1st of every year through and including June 30th of the following year.

Furlough shall mean a temporary period of unpaid time off from employment intended to reduce costs or avoid layoff.

Interim Appointment shall mean

Limited Term Appointment shall mean an appointment to District service that is limited to the term for which the authorized position exists or for which the position is funded; however, Limited Term employees serve at the pleasure of the Executive Director and may be released at any time with or without cause. Except as set forth in these rules or otherwise prescribed, all Limited Term employees shall be subject to the same terms and conditions of employment which apply to permanent employees. A permanent employee appointed to a limited term position shall have the right to return to their former position when the limited term position ends. This right of return shall not apply to a permanent employee appointed to a limited term position outside of their department.

Limited Term Position shall mean an authorized position established and funded for a limited duration.

Management Positions shall be the Executive Director and Deputy Director positions.

Non-management Positions shall be all positions at the District except for the Executive Director and Deputy Director positions.

Pay Period shall mean a two-week period which begins at 12:01 a.m. on Sunday morning and ends at 12:00 a.m. (midnight) on the second Saturday following except where 12:00 a.m. falls within a shift in which case the time of the beginning and ending of the pay period shall be adjusted accordingly.

Pay Period Schedule shall mean the annual calendar of twenty-six pay periods.

Promotion shall mean a change of employment from a given classification to a different classification with a higher salary scale or greater opportunities for career advancement.

Reallocation shall mean the change of an authorized position to a higher or lower classification based upon substantial changes in the kind, difficulty, or scope of duties.

Reclassification shall mean the assignment of an incumbent to a higher or lower classification based upon substantial changes in the kind, difficulty, or responsibility of duties performed in such position.

Regular Position shall mean an authorized position, either full-time or part-time, established on a recurrent year-round basis.

Full-time shall mean work on a schedule which is the equivalent of eighty hours per pay period.

Part-time shall mean work on a schedule which is greater than or equal to forty hours per pay period and less than eighty hours per pay period.

Regular Employee shall mean an employee hired into regular, permanent position. **Salary Anniversary**

Date shall mean the date that a salary scale increase may be due.

Service Date shall mean the hire date marking the beginning of the employee's most recent continuous regular employment with the District.

Supervisor shall mean any individual having the responsibility to direct other employees, or to adjust their grievances, or to authoritatively participate in the hire, transfer, promotion, assignment, reward, or minor discipline of those employees where the exercise of that authority is not of a merely routine or clerical nature but requires the use of independent judgment.

Supervisory Position shall mean a position, the assigned duties of which include the supervision of a work unit. A supervisory position shall normally be responsible for assigning, reviewing, and evaluating the

work of at least one employee in a subordinate reporting relationship as defined by organizational structure or classification.

Transfer shall mean a change of employment from one position to a different position of the same classification in the same or a different department.

Year shall mean the fiscal year unless otherwise specified.

Y-rate shall mean a compensation amount that is different from the normal compensation amount for the class.

CHAPTER 3. EMPLOYEE CONDUCT

Responsibility

Each District employee shall be responsible for treating their position as a public trust and for setting a good example of respectful public service. Each District employee shall be responsible for exhibiting personal conduct and ethical behavior that demonstrates commitment to the public welfare of the residents of the District and that reflects positively on the reputation of the District as an organization.

Accountability

Each District employee shall be held accountable for the following:

1. Conducting official duties in a respectful, professional, and courteous manner.
2. Avoiding granting any special consideration, treatment, or advantage to any person beyond that which is available to every other person in similar circumstances.
3. Protecting confidential information and not accessing it unless required to do so to accomplish assigned responsibilities or disclosing it (or assisting in disclosing it) to those for whom it is not intended without a lawful order or directive.
4. Avoiding actual conflicts of interests and, to the extent possible, the appearance of conflicts of interest. Employees are strictly prohibited from using personal credit cards or other personal payment methods for District-related purchases. Receiving any form of personal gain, such as points, miles, or rewards from these transactions, is considered a conflict of interest and may result in disciplinary action.
5. Declining gifts, incentives, or other remuneration for the work for which the employee is being paid by the District. Employees are expected to ensure that they are compensated solely by the District for their work, without any additional benefits from a third party.
6. Using District resources only on behalf of the District.
7. Upholding and adhering to all federal, state, and local laws, ordinances and regulations.
- 8.—Reporting known or suspected improper governmental activities.

Workplace Civility

The District is committed to ensuring that employees are provided a healthy environment in which to work and are treated with respect and dignity. In keeping with this commitment, the District shall provide an environment that encourages productivity and creativity and that is free from unwarranted hostility or offensive behaviors.

Each employee shares responsibility for ensuring civility in our District, and shall be responsible for:

1. Addressing every person in a professional, courteous manner.
2. Modeling respectful behaviors and will encourage respectful behavior in others.
3. Fostering an inclusive work environment by recognizing and honoring individual differences and qualities.
4. Advocating for and promoting a positive, ethical working environment.

Political Activities

Each District employee, while on District paid time (except for vacation or other authorized leave time) or while acting in the capacity of a District employee or while in uniform, shall refrain from the following:

1. Engaging in political activities
2. Using District offices, work stations, property, and/or communication systems for political purposes
3. Promoting the passage or defeat of any ballot measure
4. Displaying buttons, written materials, placards, or the like promoting a particular political candidate or ballot measure
5. Wearing clothing promoting a particular political candidate or position on a ballot measure

Nothing in these directives shall be interpreted to restrict the political activities of District employees conducted during the hours that they are off duty and/or are not acting in their employment capacity and/or are not in uniform nor shall it extend to political displays on private vehicles. [See also California Government Code Section 3201-3209]

Confidentiality and Application of the Health Insurance Portability and Accountability Act (HIPAA)

Employees determined to engage in activities covered by HIPAA are bound by District policy and the federally-mandated confidentiality and reporting requirements of the Health Insurance Portability and Accountability Act (HIPAA) enacted in 1996. This Act protects the privacy of personal health information and/or other information deemed sensitive, privileged, or confidential by law, statute, or policy applicable to individual departments. District employees are expected to share information gained through their employment only on a need-to-know basis and are held accountable to treat the information regarding others with the highest regard for privacy and integrity.

District employees will be trained on the requirements of HIPAA and other applicable laws or statutes and may be required to sign confidentiality statements as part of their District or departmental responsibilities.

Conflict of Interest Code (Statement of Economic Interests)

People serving in the following positions may participate in decisions that may foreseeably have a material effect on any financial interest, and in accordance with the Fair Political Practices Act (Section 18730 of title 2 of the California Code of Regulations), shall file a statement of economic interests with the Executive Assistant:

1. Executive Director
2. Deputy Directors
3. YCTD Board Members

These specified persons shall file their statements upon assuming office, and annually thereafter, in a format authorized by the California Fair Political Practices Commission (FPPC), and according to the filing time frames provided by the FPPC.

Prohibition on Use of Personal Payment Methods:

Employees and officials listed above are prohibited from using personal credit cards or other personal payment methods for YCTD expenses. Such actions may result in personal gain, including but not limited to points, rewards, or rebates, which constitutes a potential conflict of interest. All YCTD-related financial transactions must be conducted using YCTD-approved payment methods. Any potential personal financial benefits arising from the use of personal payment methods must be disclosed and avoided.

Disclosure Category One: For the purposes of this Conflict of Interest Code, YCTD has established one Disclosure Category, which shall be known as Disclosure Category 1. Persons in this category shall disclose:

- (a) All investments and business positions in business entities and income from any source which provide services to YCTD, or which have submitted or are preparing to submit bids or proposals to provide services to YCTD.
- (b) All investments in real property or businesses located within Yolo County or within one mile of the service area of YCTD transportation services.

Failure to File: The failure of an employee to file the required statement of economic interests within the prescribed time frames may subject the employee to monetary fines imposed by the Fair Political

Practices Commission (FPPC). Any fines ordered by the FPPC due to an employee's failure to file required statements in a timely manner are the sole responsibility of the employee.

CHAPTER 4. CLASSIFICATION, POSITIONS AND SALARY

Administration of Classification System

The Board of Directors shall adopt, and may from time to time amend, a classification system which shall set forth a classification title and specific written description for every position that is to be a part of District service. Every position in District service shall be allocated to the appropriate classification.

Classification Specifications

The specific written description for positions in District service shall include, but not be limited to, the following:

1. Duties, responsibilities, authority and working conditions of the position;
2. Education and experience requirements for applicants entering the classification;
3. Job-related knowledge, skills and abilities required of incumbents;
4. Level of supervision received and exercised; and

Levels of supervision shall be defined as follows:

1. Trainee – Incumbents receive close and frequent supervision; employment in a trainee classification shall be limited, with a requirement that incumbents shall meet the minimum performance standards required to promote to the next level in the classification series or be terminated.
2. Entry level – Incumbents receive direct supervision. Some prior preparation to perform the work required of the classification is often required, however, the minimum education and experience requirements for a newly-hired individual are typically more generalized so that a wide range of education and experience is qualifying. Incumbents do not perform the more complex and consequential duties at this level.
3. Journey level – Incumbents receive general supervision, and are expected to perform the full range of duties required of the classification.
4. Advanced journey level/Leadworker – Incumbents receive occasional supervision, are expected to provide training and guidance to less experienced staff, serve as subject matter experts, and perform complex and consequential duties.
5. Supervisor – Individuals at this level provide direct supervision of at least one employee.
6. Manager – Individuals organize, direct and control programs or work units and are accountable for operational effectiveness. Individuals at the manager level may or may not supervise.
7. Deputy Director – Individuals are responsible in the absence of the Director and have direct responsibility for the coordination and operation of a large, diverse organizational unit or a complex specialized program.

The title of the classification to which any position is allocated shall be used in all official personnel transactions and personnel records of the District; provided, however, the use of classification titles shall not preclude the deputizing of employees.

The Executive Director is authorized to revise existing classification specifications in instances that do not involve changes to the classification title or salary. New classifications or changes to existing classification specifications involving classification title or salary shall be adopted by the Board of Directors upon the recommendation of the Executive Director.

Classification specifications shall be interpreted as descriptive and explanatory of characteristic duties and responsibilities of positions in a classification and are not restrictive. They shall not be construed as limiting the performance of related duties and responsibilities nor shall they limit or modify the authority of the Executive Director or the Board of Directors to assign related duties and to direct and control the work of employees in District service.

Employee Request for Classification Review

Any employee may petition the Executive Director for a classification review of their position. Such petitions shall be submitted in writing and shall be accompanied by a completed Position Classification Form. No employee may request a classification review more often than once every other year.

The Executive Director shall, within thirty calendar days after receiving the petition, notify the employee if the request for classification review is approved. However, a classification review shall only be conducted for the position as soon as resources allow.

Administration of Authorized Position Resolution

The Board of Directors shall adopt, and may from time to time amend, an Authorized Position Resolution, which shall set forth the classification and number of full-time equivalent positions. The types of authorized positions shall include:

1. Regular Full-time
2. Regular Part-time
3. At-Will
4. Limited Term

Amendments or revisions to the Authorized Position Resolution shall be recommended by the Executive Director.

A Limited Term position shall be created and limited to the term of the assignment or the duration for which the position is initially funded, not to exceed two years.

No person shall be employed or appointed to any regular position in excess of the number of full time equivalent (FTE) positions set forth in the Authorized Position Resolution; except, however, that an authorized position may be double-filled for a period of time not exceeding three months for the express purpose of succession planning where an incumbent is leaving/retiring and their replacement needs the benefit of their expertise.

Authorized positions may be filled by employees with classification titles matching the classification title of the authorized position, and an appointment to an authorized position may be made from any lower level and lower paid classification within the classification series or a related classification series having similar duties and the same or a lower pay rate.

Administration of Authorized Salary Resolution

The Board of Directors shall adopt, and may from time to time amend, the salary resolution which shall identify for each classification the salary, monthly rate, hourly rate or flat-rate pay and the Fair Labor Standards Act exempt designation.

Amendments or revisions to the salary resolution shall be recommended by the Executive Director. Salary recommendations for a proposed new classification or for an existing classification shall be the responsibility of the Executive Director.

The annual salary for a given classification shall be calculated by multiplying the monthly salary by twelve months. The hourly pay rate for a given classification shall be calculated by dividing the annual salary by 2,080 full-time hours. The salary per pay period shall be calculated by dividing the annual salary by twenty-six pay periods.

The salary for part-time positions shall be an amount proportionate to the full-time position, pro-rated by the number of hours of the employee's regular, part-time work schedule.

Extra Help employees shall be paid an hourly rate and shall be paid only for actual time worked.

Salary Studies

The Executive Director, on their own initiative, or upon the request of the Board of Directors, may conduct salary studies in order that the standing of District salaries in relation to the labor market may be assessed.

Benchmark agencies may be selected based on one or more of the following criteria:

1. Similar population/budget size;

2. Geographically contiguous to the District; and
3. Shared labor market with the District.

The following additional criteria may be applied in the selection of benchmark agencies:

1. The agency range of functions are generally similar to the District so that positions similar in scope, responsibility and job content are likely to be found;
2. Governance, demographic and economic factors, and management challenges faced by agencies are similar to those faced by the District;
3. The agency is representative of the District's relevant labor market for recruitment and retention purposes for a job or category of jobs; and
4. Selected agencies may be direct competitors to which we lose or from which we attract applicants, or indirectly reflect the geographical area out of which the District must advertise to attract applicants.

Salary data shall be collected and matched at the high end of the salary scale attainable by all employees in the classification. Data shall be analyzed by utilizing the median of the salary for all matches, and a comparison shall be made to the District salary to determine its position relative to the market. Salary surveys may be expanded at the District's discretion to include other indices of compensation (e.g. Total Compensation Survey).

Administrative Review for Classification, Position or Salary Changes

The Executive Director, on their own initiative, or upon the request of the Board of Directors, may utilize an administrative review process to evaluate requests for classification, position and/or salary changes.

Classification, position and/or salary actions include, but are not limited to:

1. Adopting a new classification
2. Approving a title change
3. Abolishing an existing classification
4. Reclassifying an incumbent employee
5. Reallocating an existing authorized position
6. Deleting an authorized position
7. Adding a new authorized position
8. Amending a salary scale
9. Approving a salary differential by classification or position

CHAPTER 5. EQUAL EMPLOYMENT OPPORTUNITY

General

The District is committed to ensuring that all qualified individuals have a full and fair opportunity to compete for hiring and promotion, and to enjoy the benefits of employment with the District. All employees and applicants shall receive equal consideration and treatment in employment without regard to race, color, religion, gender, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal and state laws. Employment opportunities include, but are not limited to, recruitment, testing, selection, transfer, promotion, compensation, benefits, layoff, leave of absence, and training. The District believes that regular review and reporting of equal opportunity and developing a proactive and innovative action plan to address underrepresentation will create an organization that achieves excellence and embraces diversity.

Equal Employment Opportunity Plan

The District shall establish and administer an Equal Employment Opportunity Plan that defines the procedures by which the District will ensure that selection, hiring, and advancement of District employees is accomplished on the basis of individual merit and demonstrated abilities without regard to race, color, religion, gender, national origin, political affiliation, age as defined by law, disability, sexual orientation or other artificial factors in compliance with Title VII of the Civil Rights Act of 1964 (as amended by the Equal Employment Opportunity Act of 1972) and any subsequent amendments, or any other statute which provides a remedy for discrimination in employment applicable to public employees.

The provisions of this Chapter together with the District Equal Employment Opportunity and Harassment Policy and Procedure, and the current EEO Analysis and Action Plan, shall constitute the complete District of Yolo Equal Employment Opportunity Plan (EEOP).

Applicability

The provisions of the District's EEOP are applicable to full-time, part-time and Extra Help hiring and employment. The policies and principles of equal employment opportunity also apply to the selection and treatment of independent contractors, personnel working on District premises who are employed by temporary agencies, and any other persons or firms doing business for or with the District.

Implementation and Dissemination of Equal Employment Opportunity Plan (EEOP)

The Executive Director serves as the District's Equal Employment Opportunity Officer and, in addition to the responsibilities outlined in the District Equal Employment Opportunity and Harassment Policy and Procedure, shall be responsible for day-to-day implementation of the District EEOP; reviewing and reporting on the diversity of applicants and employees; implementing action plans to correct areas of underrepresentation; directing regular and proactive outreach and marketing efforts to promote and ensure diversity in the organization; providing regular training to employees on the equal employment opportunity plan including the District's harassment policy; complying with DFEH and EEOC requirements; filing the EEO-4 report biennially as required by the U.S. Equal Employment Opportunity Commission; and informing and educating employees, applicants, and the public about the District's EEOP.

Every employee at every level of the organization shall be responsible and held accountable for supporting a work environment that embraces diversity, is supportive of equal employment opportunities, and is free from any form of discrimination or harassment. Employees are responsible for reading and understanding District policies and procedures that prohibit discrimination and harassment, and for attending related District-sponsored training.

Management and supervisory personnel shall share responsibility for ensuring full and equal treatment in all departmental employment decisions in accordance with the requirements of the EEOP.

The full EEOP shall also be always available on the District website to view, print and/or download.

The EEOP (including subsequent revisions) shall be distributed as follows:

1. The complete document shall be posted on the District internet site;
2. Employees, members of the public and any other interested party may obtain a paper or electronic copy by contacting the District directly; and
3. An e-mail message shall be sent to District employees on an annual basis with a reminder that the full EEOP is available for review on the District website.

Hardcopies shall be distributed to employee who do not have District e-mail and a copy shall be provided to new employees during new hire orientation.

Records relating to the District's Equal Employment Opportunity Plan shall be kept for a period of at least three years.

District Practices in Support of Equal Employment Opportunity

The District conducts outreach and targeted recruitment efforts to create a pool of individuals with varied backgrounds who can contribute and effectively serve a diverse community. Recruitment, testing, and selection rules are enforced with equal employment and diversity as the primary goals.

The personnel rules and practices implemented by the District to carry out its commitment to equal employment include:

1. Displaying posters regarding equal employment opportunity in areas highly visible to employees;
2. Reviewing job classifications on a regular and ongoing basis to ensure there are no arbitrary barriers to equal employment and sufficient opportunity for entry-level employment;
3. Reviewing recruitment rules and procedures on a regular and ongoing basis to identify and eliminate barriers to equal employment;
4. Maintaining an "interest card" and "Application-on-File" system where potential applicants can receive an e-mail alert and apply online when the District begins accepting applications for the position they've identified;
5. Analyzing applicant flow data to assist in determining effective targeted recruitment strategies to attract a candidate pool that is reflective of the diversity of the District population;
6. Ensuring that selection examinations are valid, job-related and non-discriminatory; and
7. Training individuals involved in the recruitment, testing and/or selection of personnel on the requirements of equal employment opportunity law, the requirements of federal and state nondiscrimination laws, and the requirements of the District's EEOP.

Policy

Discrimination and harassment against any individual because of such individual's race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin, ancestry, disability, medical condition, genetic information, marital status, age, or sexual orientation is prohibited. This policy applies to all terms and conditions of employment including, but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.

Retaliation against any person having made a complaint of discrimination or charge of harassment is prohibited. Employees found to be retaliating against another employee, or otherwise violating this policy, shall be subjected to disciplinary action up to and including termination.

The right of a person to a prompt and equitable resolution of a complaint made under this procedure shall not be impaired by the person's pursuit of other administrative remedies such as the filing of a complaint with the appropriate federal agency.

Definitions

Sexual Harassment shall mean unwelcome sexual advances, requests for sexual favors, and other verbal, physical, or visual conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Disability shall mean 1) a physical or mental impairment that limits one or more major life activities; or 2) having a record of such an impairment; or 3) being regarded as having such impairment.

Physical or Mental Impairments

Physical or mental impairments include, but are not limited to, vision, speech and hearing impairments; emotional disturbance and mental illness; seizure disorders; mental retardation; orthopedic and neuromotor disabilities; learning disabilities; heart disease; nervous conditions; cancer; asthma; Hepatitis B; HIV/AIDS; and drug addiction if the addict has successfully completed or is participating in a rehabilitation program and no longer uses illegal drugs.

Limitation of Major Life Activities

An individual is disabled if he or she has a physical or mental impairment that (a) renders him or her unable to perform a major life activity or that (b) limits the condition, manner or duration under which he or she can perform a particular major life activity in comparison to other people.

Major life activities include, but are not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

In determining whether a physical or mental impairment limits the condition, manner or duration under which an individual can perform a particular major life activity the following factors shall be considered:

1. The nature and severity of the impairment;
2. The duration or expected duration of the impairment; and
3. The permanent or long-term impact (or expected impact) resulting from the impairment

In determining whether a physical or mental impairment limits an individual with respect to the major life activity of "working" the following factors should be considered:

1. The geographical area to which the individual has reasonable access; and
2. The job from which the individual has been disqualified because of an impairment and the number and types of jobs within that geographical area utilizing similar training, knowledge, skills, or abilities from which the individual is also disqualified because of the impairment.

Having a Record of Impairment

An individual is disabled if he or she has a history of having an impairment that limits the performance of a major life activity; or has been diagnosed as having such impairment.

Regarded as Having a Disability

An individual is disabled if he or she is treated or is perceived as having an impairment that limits a major life activity (although no such impairment may exist).

Qualified Individual with a Disability is a person who 1) satisfies the job-related requirements of the position, and 2) can perform the essential functions of the position despite their disability, or 3) with reasonable accommodation can perform the essential functions of the job.

Satisfies Job-Related Requirements

Satisfying the job-related requirements of the position means that the disabled individual possesses the appropriate educational background, employment experience, skills, and license required for the position.

Essential Functions

Essential functions are the fundamental duties of a position. (Marginal or peripheral functions of a position are not considered essential).

A function may be essential because:

1. The reason the position exists is to perform that function;
2. Of the limited number of employees available among who the performance of that job function can be distributed; and
3. Is highly specialized and requires specific expertise or skill to perform.

The following factors will be considered in determining whether a function is essential:

1. The District's judgment as to which functions are essential;
2. Written job descriptions;
3. The amount of time spent on the job performing the function;
4. The consequences of not performing the function;
5. The terms of a collective bargaining agreement; and
6. The work experience of past and present incumbent in the position.

Reasonable Accommodation is any change in the work environment or in the way things are customarily done that enables a disabled individual to enjoy equal employment opportunities. A reasonable accommodation may mean modifications or adjustments to a job application process to enable an individual with a disability to be considered for the position and/or the work environment in which a position is performed so that a disabled person can perform the essential functions of the position.

A reasonable accommodation includes making existing facilities and equipment used by employees readily accessible to and usable by individuals with disabilities.

A reasonable accommodation applies to:

1. All employment decisions;
2. The job application process and District provided services;
3. Facilities provided by the agency to all employees and the public;
4. Only known disabilities.

Reasonable accommodation is not required if:

It eliminates essential functions of a position (and the agency cannot reasonably accommodate)
Adjustments or modifications requested are primarily for the benefit of the disabled individual

The agency will not be expected to provide an accommodation that imposes an undue hardship on the operation of the District's business.

Undue Hardship means significant difficulty or expense incurred in providing the reasonable accommodation. Undue hardship includes, but is not limited to, financial difficulty. Undue hardship refers to any accommodation that would be unduly costly, extensive, substantial, or disruptive, or that would fundamentally alter the nature of the operation of the business.

Whether a particular accommodation will impose an undue hardship is determined on a case-by-case basis. The following factors will be considered in determining whether an accommodation would create an undue hardship:

1. The nature and cost of the reasonable accommodation;
2. The financial resources of the District;
3. The number of employees; and
4. The type of operations of the District, including the composition and functions of its work force.

When determining the appropriate accommodation, if a qualified individual with a disability requests the provision of a reasonable accommodation, the District will informally discuss with the individual the

limitations resulting from the disability and the potential reasonable accommodations that could overcome those limitations.

The reasonable accommodation process will generally involve five steps:

1. First, the District must analyze the job duty at issue and re-affirm its purpose and essential function.
2. Second, the District should consult with the disabled person to find out the job-related limitation imposed by the individual's disability.
3. Third, the District will consult with the disabled individual to identify potential reasonable accommodations if they exist.
4. Fourth, the District will assess each potential reasonable accommodation to determine if the individual can perform the essential functions of the job.
5. Finally, the District will consider and implement the best reasonable accommodation that is most appropriate for both the employee and the District.

Discrimination

For purposes of this Policy, discrimination shall mean:

1. To limit or classify a job applicant, employee or individual in a way that may adversely affect opportunities or standing because of that person's protected status;
2. To participate in a contract which could subject an applicant, employee or protected individual to discrimination;
3. To use any standards, criteria or method of administration which could have the effect of discriminating on the basis of a protected class;
4. To deny equal jobs or benefits because of a protected class;
5. To fail to make reasonable accommodations to known disabilities unless it can be shown that the reasonable accommodation would impose an undue hardship;
6. To use selection criteria which excludes protected persons unless the criteria is job-related and consistent with business necessity; and
7. To fail to use employment tests in a manner that ensures that the test results accurately reflect the applicant's or employee's skills or aptitude for a particular job.

Discriminatory Harassment

Examples of what might be construed as discriminatory harassment including sexual harassment may include, but are not limited to:

1. Speech, such as epithets, derogatory comments, or slurs on the basis of race, color, religion, sex, gender, gender identity, gender expression, national origin, ancestry, disability, medical condition, genetic information, marital status, age, or sexual orientation.

This might include inappropriate e-mail, notes, or comments on appearance, dress, physical features, stories, or degrading jokes that are based on the above list of protected characteristics. Additionally, sexual harassment includes lewd propositioning based on sex. This might include inappropriate sex-oriented comments on appearance, including dress or physical features, sexually degrading stories and jokes, or sexually suggestive or obscene letters, e-mail, notes, or invitations.

2. Physical acts, such as assault, impeding or blocking movement, offensive touching, or any physical interference with normal work or movement when directed at an individual based on race, color, religion, sex, gender, gender identity, gender expression, national origin, ancestry, disability, medical condition, genetic information, marital status, age, or sexual orientation.

This includes pinching, grabbing, patting, propositioning, leering, or making explicit or implied job threats or promises in return for submission to physical acts.

3. Visual insults, such as displaying or electronically transmitting derogatory posters, cartoons, drawings, or other items of an inappropriate nature related to race, color, religion, sex, gender, gender identity, gender expression, national origin, ancestry, disability, medical condition, genetic information, marital status, age, or sexual orientation.
4. Threats and retaliation, or other inappropriate conduct related to race, color, religion, sex, gender identity, gender expression, national origin, ancestry, disability, medical condition, genetic information, marital status, age, or sexual orientation where the conduct is intended to or does interfere with an individual's work performance or creates an intimidating, hostile, or offensive working environment.
5. Unwanted sexual favors or advances, requests for sexual favors and other acts of a sexual nature, threats, or insinuations that refusal to agree to sexual favors or advances - or even the request for a date - will harm an employee's standing in any way.

Complaint Procedure

An employee or job applicant who believes he or she has been discriminated against or harassed based on race, color, religion, sex, gender, gender identity, gender expression, national origin, ancestry, disability, medical condition, genetic information, marital status, age, or sexual orientation may make a complaint verbally or in writing with the Executive Director.

Upon receiving notification of a discrimination or harassment complaint, the Executive Director or Designee shall:

1. Authorize the investigation of the complaint by and/or investigate the complaint. Depending on the circumstances the investigation may include interviews with: a) the complainant; b) the accused; and c) any other persons who are believed to have relevant knowledge concerning the complaint.
2. Review the information gathered through the investigation to determine whether the alleged conduct violates District policy giving consideration to all factual information, the totality of the circumstances, including the nature of the inappropriate conduct and the context in which the alleged incidents occurred.
3. Report the results of the investigation and the determination as to whether discrimination or harassment occurred to appropriate persons.

If a violation of this District Equal Employment Opportunity and Harassment policy has been determined to have occurred, the District will take prompt and effective remedial action. This may include disciplinary action, which will be commensurate with the severity of the offense. Reasonable steps will be taken to protect the complainant from further harassment and any retaliation because of communicating the complaint.

If the Executive Director decides not to investigate or if their efforts to settle the problem are unsuccessful, the complainant may file an appeal within thirty days from the date of notification. The appeal shall be heard by an administrative hearing officer.

Exclusion of Frivolous or Vague Appeals and Appeal Therefrom: If District Counsel determines that the complaint is frivolous, vague, or that the facts alleged in the complaint, even if true, would not substantiate a claim of sexual harassment or discrimination, or that the appeal claims discrimination based upon a factor that is not prohibited by the state or federal law or regulation, they shall not schedule the appeal for hearing.

Hearing of Appeal: The hearing officer shall fully hear the complaint and make written findings of fact and issues a determination.

The Executive Director will maintain the files and records relating to the complaint.

CHAPTER 6. RECRUITMENT, EXAMINATION AND SELECTION

Purpose

This chapter shall establish policy and procedures for recruiting, testing and selecting high-quality, productive employees with the required skills and competencies and who reflect the diversity of our community and the residents we serve, in accordance state and federal law.

Principles

The District shall abide by the following principles:

1. Examination and selection shall be based on fair and open competition free of artificial barriers.
2. Selection shall be on the basis of job-related skills, knowledge, demonstrated abilities and quality of performance.
3. No person shall be employed or appointed to District service unless such person meets the minimum education and experience requirements for the position as set forth in the classification specification.
4. No Extra Help appointment shall be made to a classification that is not appropriate for the duties to be performed.
5. At-Will classifications are excluded from competitive recruitment and selection rules.

Cooperative Agreements

The Executive Director is authorized to enter into agreements with other public agencies providing for the sharing of employment applications and/or eligible lists, combined examinations, acquisition or sharing of examination materials, and other integrated personnel activities not inconsistent with these rules.

Recruitment Plan

The Executive Director or their designee shall determine the recruitment plan for the position. The recruitment plan consists of the dates and timeframes for accepting applications and the type of recruitment to administer (open, promotional, limited term, etc.).

Limited Recruitment

The Executive Director may restrict the recruitment to limit the size of the applicant group by specifying a maximum number of applications that will be accepted and closing the recruitment immediately when that number is reached, and/or applying any other means that are appropriate to the circumstance.

Employment Application

The Executive Director or their designee shall determine the length of time to accept applications, and will prepare employment opportunity announcements accordingly. Employment opportunities must be posted for a minimum of five business days or until the advertised number of applications has been received, provided State or Federal rules and regulations are not violated by limiting the candidate pool and closing the recruitment prior to the five day requirement. The employment application is part of the examination process. An applicant's answers will determine their eligibility to participate in the subsequent phase(s) of the selection process.

Applicants are required to submit the specified application during the designated recruitment period. Applications shall only be accepted when there is an open recruitment except in the following circumstances:

Employee Application to Transfer

A current District employee may apply to transfer within their current classification or in a different classification in which he/she previously held a position.

Application for Employment Following Layoff

District employees laid off from employment may submit an employment application to be considered for positions that are different from the former employee's classification provided he/she meets the minimum qualifications for the different position. This option is valid for up to two years from the date of layoff.

Supplemental Application Documents

Depending upon the examination criteria for the position, applicants may be required to submit supplemental materials as part of the application process to verify possession of the qualifications for the position. These supplemental documents may include, but are not limited to, the following:

1. Verification of education (official or unofficial transcripts, copy of degree or diploma, or a letter of verification on college or university letterhead).
2. Verification of special certification or licensure.
3. Copy of California driver's license and/or printout of driving record obtained from the California Department of Motor Vehicles.
4. Responses to supplemental questions.

To allow full consideration of the relevance, level, progression and quality of candidates' education and experience, the Executive Director or their designee may require that written responses to supplemental questions, and/or transcripts of college credits be submitted in addition to the standard application form. Such requirements shall be clearly stated on the employment opportunity announcement.

An applicant's failure to submit supplemental application documents as required in the employment opportunity announcement for the position may result in disqualification.

Recruitment Types

The types of recruitments that may be conducted are as follows:

1. Open-Competitive: Recruitment open to everyone, including District employees and members of the public.
2. District Promotion: Recruitment open to current District employees, those former employees on a valid reemployment list, and District employment training program participants with an active work assignment at the District.
3. Limited Term: Recruitment for a position established for a limited term or funded for a limited term.
4. Extra Help: Recruitment for a position intended to be occupied on less than a year-round basis to cover seasonal peak workloads, emergency work loads of limited duration, and other situations involving fluctuating staffing.
5. Continuous: Recruitment for classes in which there is a demonstrated difficulty in sustaining a pool of adequate eligible and available candidates. The District will receive applications, conducts examinations, and creates eligible lists continuously.

When determining the appropriateness of a promotional recruitment, the Executive Director or their designee will consider the availability of an adequate number of qualified applicants within the District work force as well as the diversity of qualified applicants within the District work force.

Recruitment Eligibility for Former Employees

Any former employee laid off from District employment shall be eligible to apply for District Promotion opportunities during the time their name is on a valid reemployment list provided he or she meets the minimum qualifications for the position.

Minimum Qualification Screening

The District shall screen all applications that are complete and received by the recruitment closing date. Applications shall be evaluated for satisfaction of the minimum education, experience, licensure, and any other application requirements as soon as practical following the end of the application filing period.

Background and Reference Checks

Prior to making a contingent job offer, the District shall conduct reference checks, verify candidate's possession of education, certification and/or licensure required for the job, verify candidate possession of a valid California driver's license if applicable, and check the Office of Inspector General List of Excluded Individuals if position will have access to client's confidential medical records. The Executive Director may elect to conduct additional background investigation deemed appropriate for the position.

Contingent Job Offer

Following successful completion of background and reference checks, the Executive Director is responsible for making a job offer to the candidate contingent upon their successful completion of the pre-employment medical examination and/or drug and alcohol screening, and California Department of Justice background check.

Pre-Employment Drug/Alcohol Screening

All new employees whose position requires a commercial driver's license must successfully pass a pre-employment drug/alcohol screening prior to the first day of work as a condition of employment. The alcohol and drug test may screen for any legal or illegal substance that could impair an employee's ability to effectively and safely perform the functions of the job. Testing shall be conducted by a laboratory that has been duly certified by the State of California.

Applicants for positions requiring a commercial driver's license who test positive for any illegal substance and are subsequently rejected from employment as a result must wait at least six months before re-applying for District employment.

Live scan

Electronic fingerprints of all new employees and existing employees where required by state or federal laws, rules and/or regulations shall be live scanned and processed by the Department of Justice (DOJ) as a condition of District employment. The Executive Director and their designee are hereby authorized to have access, on a need-to-know-basis, to information from the State Summary Criminal History Information which is provided as a result of the DOJ Applicant Fingerprint Response, as provided for in Section 11105 of the Penal Code of the State and shall adopt procedures for the safeguarding of this information.

Persons or entities authorized to receive information as identified above shall be given information from the State Summary Criminal History Information as permitted by the Executive Director. No one shall be given a copy of the State Summary Criminal History Information unless authorized by the Executive Director in writing.

If the applicant or employee for whom the State Summary Criminal History Information is obtained is subsequently hired or cleared, then the State Summary Criminal History Information shall be destroyed within ten working days after receipt. The State Summary Criminal History Information may be retained by the Executive Director only where it contains information that results, in whole or in part, in the disqualification of the applicant from examination or employment. Furthermore, if an applicant or incumbent is disqualified from employment based on the information contained in the State Summary Criminal History, then the Executive Director or their designee must provide a copy of the report to the disqualified individual.

A person shall be automatically excluded from consideration if the class specification specifically includes a job-related prohibition for a certain offense or if federal, state or local statute prohibits the hiring or employment of an individual convicted of a specific offense for a certain job. All other conviction information shall be evaluated on a case-by-case basis, and may include consideration of the following:

1. Type and seriousness of the conviction.
2. Recency of the conviction.
3. Job relatedness of the type of conviction.
4. Evidence of rehabilitation.
5. Mitigating/aggravating circumstances leading to conviction.
6. Extent of supervision the applicant would receive on the job if selected.

Certificate of Appointment/Oath of Allegiance

Public employees must take and subscribe an oath or affirmation to support and defend the Constitution of the United States and the Constitution of the State of California (Article 20, Section 3 of the California

Constitution, Govt. Code Section 3100). Upon appointment to District employment, an employee must complete the oath..

Disaster Service Worker

Each District employee, in compliance with California Government Code Section 3100-3109, is designated as a Disaster Service Worker and may be required to provide assistance in conditions of disaster or peril to life, property, or resources from natural, manmade, or war-caused emergencies under the provisions of the California Emergency Services Act (Government Code 8550-8551).

CHAPTER 7. EMPLOYMENT AND HOURS

Standard Work Period

Except as otherwise provided in this chapter or revised by resolution of the Board, the standard work week of the District shall be forty hours during seven consecutive days, and the normal workday of the District shall be eight hours.

Part-time Employment

All regular part-time employees shall have a regular/fixed schedule of work days and work hours which shall provide for a minimum of forty hours of work in each bi-weekly pay period. Once a regular/fixed schedule has been established, such part-time employees may be permitted to work additional hours by mutual agreement.

Exceptions to Standard Work Periods (Alternative Work Schedules)

The Executive Director may establish alternative work schedules for the employees. Eligibility, participation in and implementation of any such work schedule shall be at the sole discretion of the Executive Director.

Alternative work schedules shall include, but not be limited to:

1. 4/10 Schedule: a weekly work schedule consisting of forty hours of work scheduled for four workdays consisting of ten hours scheduled on each workday.
2. Flex Time Schedule: a weekly work schedule consisting of forty work hours during five work days with start and end times at other than the traditional 8:00 a.m. to 5:00 p.m. hours.
3. 9/80 Schedule: a biweekly work schedule consisting of eighty hours of work in nine hour work days, and with no more than nine hours scheduled on any work day. For FLSA nonexempt employees, such a schedule shall require a designation of a work week which starts and ends at noon on Mondays or noon on Fridays for employees on such schedule and shall involve forty regular hours worked in such a designated week. Work schedules that begin at noon on Mondays shall have the day off on the first Monday of the pay period and work an eight hour day on the second Monday. Work schedules that begin at noon on Fridays shall work an eight hour day on the first Friday of the pay period and have the day off on the second Friday.

Alternative work schedules may be discontinued at the sole discretion of the Executive Director upon ten days written notice to the affected employees.

Telecommuting

Telecommuting (also known as telework, remote work, working from home, etc.) is defined for the purposes of this policy as an employee working at an established Alternative Work Location (AWL). Telecommuting typically includes the use of District resources and equipment to digitally perform all or some of their job functions.

Telecommuting is not an employee entitlement but rather a management strategy for meeting the business needs of the District. As a management strategy, telecommuting assignments can provide improved outcomes for organizations including reduced need for building space, reduced overhead costs, and enhanced ability to attract and retain valuable employees.

Guiding Principles: The Executive Director may exercise discretion in granting telecommuting assignments. However, this Policy establishes certain limitations to assure the safety of personnel, effective customer service, and operating efficiency. In considering approval of telecommuting assignments, The Executive Director must ensure that approved telecommuting assignments adhere to the following guiding principles:

1. Meets the business needs of the District;
2. Ensures high level of customer service;
3. Does not negatively impact employee or department productivity, performance, ability to meet deadlines, or employee engagement;

4. Does not increase overtime earned;
5. Ensures adequate and appropriate onsite coverage during business hours, inclusive of leaves and position vacancies.

Terms and Conditions: Each telecommuting assignment shall be subject to the following terms and conditions.

1. Telecommuting assignments are not a viable option for every employee in every position.
2. A telecommuting assignment is an arrangement between the District and the employee. It is not an entitlement or employee benefit.
3. Schedule adherence, performance measures, and productivity standards for employees who engage in a telecommuting assignment will remain consistent with those of an employee in the office. While flexibility, individual lifestyle considerations, and improved work-life balance are anticipated benefits of telecommuting, it is not intended as a replacement for otherwise required dependent care.
4. The Executive Director or their designee may review, revise, revoke, or terminate an employee's telecommuting assignment at any time, with or without cause, and with as short as 24 hours of notice, so long as it does not unlawfully discriminate or otherwise violate any other policy. Typically a 30-day advance written notice to the employee will be issued, except and only in the event of an unanticipated coverage issue of an immediate nature, at which point an employee's work location(s) will be modified, with an advance written notice ranging from 5 days to as little as 24 hours, based on need. No provisions of any telecommuting assignment shall be subject to the grievance procedure.
5. An employee who requests to discontinue a telecommuting assignment will be allowed to return to the office.
6. The District has authority to require an employee to make a temporary variance to their telecommuting assignment based on its needs. The District will attempt to provide advance notice of such need whenever possible. Any employee initiated temporary variance to an approved AWL must be pre-approved.
7. Employees with telecommuting assignments agree to protect District assets, information, and information systems and must adhere to District policies, in particular those which govern privacy and security requirements, confidentiality, technology, and communications, and those that address permissible uses, prohibited uses, and access and disclosure of equipment, resources, and information. Employees shall have no expectation of privacy when using District systems.
8. Telecommuting assignments are not automatically transferrable when an employee voluntarily or involuntarily transfers or is promoted to another classification, or in the event of another job change.

Eligible Employees: Employees interested in telecommuting must meet the following identified criteria for eligibility:

1. Demonstrate the ability to work independently, and ability to develop and successfully meet job-related measurable goals and objectives; and
2. Understand that job requirements necessitating presence on the premises or "in-person" contact with other staff and/or the public do not conflict or are hindered by the established telecommuting assignment.

Alternative Work Location Approval and Safety Verification

Employees requesting a non-District location as an AWL (e.g. a home office workspace) must certify that the proposed workspace meets all the following requirements:

1. The space is conducive to the employee performing their assigned duties, conducting professional virtual meetings, and maintaining the confidentiality of all protected information.
2. In no event shall clients/customers/members of the public or the like be served in person at the employee's place of residence. The District shall not be held liable for injuries to third parties and/or members of the employee's family on employee's premises. The District is not liable for damage to the employee's real property.

3. A clear understanding of tax implications relating to the home workspace is the sole responsibility of the employee.
4. Employees requesting telecommuting assignments are responsible for ensuring compliance with applicable laws, regulations, policies and procedures, and health and safety requirements.
5. A work-related injury sustained by employees while telecommuting is subject to worker's compensation law and rules. An employee must notify the District immediately and complete all necessary and/or District requested documents regarding the injury.
6. Equipment and Supplies: Subject to budget availability, employees approved for a telecommuting assignment may be provided with the necessary equipment and supplies for their position, comparable to what would be provided at their office/cubicle.

Accounting for Absences

Both employees who are "exempt" (generally salaried executive, administrative, or professional classifications) or "non-exempt" (generally hourly classifications eligible for overtime pay) under the Fair Labor Standards Act (FLSA) must document absences from work of any duration and, in the case of most leaves, time away from work must be requested and approved in advance of the absence. Both exempt and non-exempt employees must draw from accrued leave balances for time away from work unless an employee is off work on an approved leave of absence without pay. In some circumstances, employees may be allowed to "work back" time away from work during the same pay period.

Employment of Relatives (Nepotism)

It is the policy of the District to seek the most qualified candidates for District service. The District shall not discriminate in its employment practices and personnel actions based on familial or marital relationship. The District shall ensure, to the extent possible, the fair and impartial treatment of its employees by those with oversight authority.

An Executive Director shall not appoint persons who are related to him/her by familial or marital status. The District reserves the right to regulate, for reasons of supervision, safety, security, or morale, the terms of employment of persons who are related by familial or marital status, whether living in the same household, and who are employed at the District. In no case shall supervision or oversight authority be less than two supervisory levels between the related persons, unless approved by the Executive Director due to exigent circumstances.

Where it is demonstrated that the performance of business functions or the working environment has been negatively impacted by the employment of persons related by familial or marital status, the Executive Director shall be authorized to take good faith measures, including, but not limited to, reassignment, relocation, change in supervision, or transfer to eliminate the negative impact. Such measures may be temporary or permanent.

Related by familial or marital status shall mean an employee's mother, father, spouse or domestic partner, child, step-child, parent, step-parent, grandparent, grandchild, brother, sister, step-brother, step-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law, sister-in-law, legal guardian, any other persons who are living as a member of and in the same household as the District employee, and/or any in loco parentis relationship.

Supervisory or oversight authority shall mean when one employee has direct influence on the decisions concerning selection and hiring, which includes making recommendations for hiring, assignment or review of work, providing input on employee performance appraisals, transfer, promotion, grievance review, or other terms and conditions of employment over another employee.

Employee Performance Appraisal

All employees shall have their work performance evaluated at regular intervals and at least annually. The supervisor completing the appraisal form shall discuss such appraisals with the employee. A copy of the employee's performance appraisal shall be signed by the supervisor and the employee and be maintained in the employee's personnel file.

The schedule for employee performance appraisals is as follows:

An employee performance appraisals during the first year of employment should be completed at the end of the third month, before the end of the sixth month and before the end of the twelfth month.

Employee performance appraisals should be completed annually. Appraisals for limited term employees shall be for the instruction of the employee and shall not confer any right to continued employment or suggestion of permanency. Nothing shall preclude special evaluations where needed to address issues of poor performance.

When an employee has been noted in the overall performance appraisal as requiring improvement to meet the minimum expectations of the position, the supervisor shall commit to writing and provide the employee with a plan to remediate the deficiencies that includes at a minimum the following:

1. A clear statement of the problem and the measures that have previously been taken to assist the employee in meeting expectations including dates of training, coaching or counseling specific to the problem;
2. The steps to be taken to effectuate remediation of the problem;
3. How the employee's progress toward improvement will be measured or evaluated; and,
4. The timeframe for improvement, including dates within that timeframe where the supervisor will meet with the employee to assess and advise the employee of their progress.

Reinstatement of Former Employees

During the first twelve months following an employee's termination, an Executive Director may request to reinstate a former District employee to a classification in which the former employee previously held or any lower classification within the classification series provided the former employee terminated in good standing. Such request shall be subject to the review and approval of the Executive Director. A reemployed employee shall be considered a new employee for all purposes.

Resignation

Employees may provide notice of resignation in writing; however, in order to be determined to have resigned in good standing and thus be eligible for rehire at a later date, an employee is required to submit a written resignation to the Executive Director, giving at least two weeks' notice prior to their intended last day of employment. In an emergency circumstance, the Executive Director may authorize the employee to terminate in good standing with less than two weeks or no advance notice.

Exit Interview Program

The purpose of the Exit Interview Program is to gather information from separating employees that will assist with efforts to continuously improve the quality of supervision, coaching, management, working conditions, and the work environment of the District.

Employees will be asked to complete an Exit Interview Questionnaire and to participate in a face-to-face interview. At the exit interview, the Executive Director or their designee will meet with the employee to discuss the completed questionnaire. Interviews will be conducted in private and written information will be reviewed to facilitate understanding and to encourage the sharing of candid and constructive additional information from separating employees. All specific content from exit interviews will be held strictly confidential unless the employee gives permission in writing to attribute the content, except that if the exiting employee reveals information which alleges violations of law or policy and which would require a District investigation, the employee will be informed that such information cannot be held confidential.

Information gathered from exit interviews will be summarized (on an anonymous basis) and revealed to others as a means to resolve problems, improve the working environment, safety practices, supervision and management practices, and/or to sustain good management practices and a culture of quality service. Specific feedback from employees separating may be given by the Executive Director within the parameters of confidentiality guaranteed in the Exit Interview Program.

CHAPTER 8. COMPENSATION

Salary Scale

The salary scale shall be a series of five (5) steps for each classification except the Executive Director classification. The salary scale steps shall be seven percent (7%) apart. The implementation of the new Salary Scale Step Series shall be effective July 1, 2023.

Salary and Benefits upon Hire

New hires shall be placed at Step 1 of the appropriate classification salary scale. The Executive Director may review the incumbent/new hire's qualifications to determine the appropriate step placement based on one or more of the following factors that are beyond the minimum qualifications for that particular classification: years of experience, education, certifications, unique skills and any other related qualifications. . New hires shall be entitled to the benefits outlined in this Policy.

Out-of-Class Pay

A regular employee who is temporarily assigned and substantially performing the duties and responsibilities of a position with a higher salary shall receive a salary equal to the minimum for the new position which provides not less than a five percent increase starting the first day the regular employee is performing the full range of duties and responsibilities.

Such assignments shall be made in writing and be for a period of ten consecutive working days or more. Such assignments shall be limited to three months except when there is the mutual consent of the Executive Director and employee to extend the time.

Salary upon Promotion

Any employee who promotes to a new position shall receive the minimum salary for the new position or a five percent increase, whichever is more. The employee shall receive a new salary anniversary date upon promotion.

Merit Adjustment

Merit adjustments are not automatic, they shall be based on positive employee performance appraisals; and shall be presented to the employee no later than thirty days after the date of their appraisal by the Executive Director or designee. Failure to complete a performance appraisal in a timely manner, assuming an overall rating of satisfactory or better, will not result in loss of salary for the employee due to a delay in the appraisal process. Employees shall be evaluated and considered for the next higher salary step within the assigned salary scale on an annual basis. If an employee performance appraisal results in the employee not meeting overall standards or needing improvement resulting in a Performance Improvement Plan (PIP), the merit adjustment shall remain in abeyance, until such time as the performance appraisal results demonstrates positive performance outcomes.

Cost of Living Adjustment (COLA)

Upon approval by the Board of Directors, the salary scales may be adjusted annually by at least two percent (2%) and not more than four percent (4%). The actual increase each year within the 2% and 4% range, will be determined by the lesser amount of the following calculation:

Effective July 1 of each fiscal year, to account for increases in the cost of living. The COLA shall be based on the increase in the "All Urban Consumers" category of the California Consumer Price Index (CPI), between April (two calendar years before the adjustment) and April (one calendar year before the adjustment). For example, the July 1, 2023 adjustment used the CPI time period of April 2021 and April 2022.

Should there be an increase in the applicable State or local minimum wage, any employee paid less than that amount shall receive a compensation adjustment to match the new minimum wage, effective the first full pay period starting on or immediately before the effective date of the new minimum wage.

SALARY ON SCALE CHANGE

After the 2024 implementation of the new salary scale for the District's classifications, the following policies will apply:

1. An employee who receives a range change (adjustment) to a higher salary scale, shall remain on the same step in the new salary scale. The employee's anniversary date for step advancement shall not change.
2. If an employee's current salary is higher than the step placement in the new salary scale, the salary for that employee will be "Y-Rated". The incumbent shall continue to receive the previously authorized salary until termination of employment in the position, or until an increase in the salary scale exceeds the employee's present salary, whichever first occurs. Appropriate records shall show such an incumbent as being paid at a special fixed rate (Y rate) of the salary scale for the employee's classification.

The 2024 implementation of the new salary scale for the District's classifications shall follow the New Hire Placement process above. Employees will be eligible for a step increase each year upon having a satisfactory annual performance appraisal. The new salary scale will consist of a five (5) step salary scale for each classification, with seven percent (7%) increments between each step. The new salaries will be implemented with the salary steps retroactively to July 1, 2023.

Salary upon Demotion

Any employee who demotes to a position which has a lower salary range than the class formerly occupied shall receive a salary in the new range which provides a pay decrease of at least five percent, except that employees who voluntarily demote upon approval of the Executive Director may be placed at a salary which most closely approximates the former salary. The employee shall receive a new salary anniversary date upon demotion.

Any employee who demotes to the most recent previously held class shall return their former salary. This section shall not apply to demotions resulting from disciplinary action.

Pay Periods

All salaries shall be payable on a biweekly basis. The biweekly pay period shall end at 12:00 midnight on each second Saturday. The payment of salaries shall be made on the Friday following the end of the pay period.

Recovery of Pay and/or Benefits

It is the employee's responsibility to review their payroll information and deductions for accuracy. If an employee is underpaid, overpaid, given insufficient or excessive leave benefits or receives any other benefit and/or compensation in error, the employee is required to notify the District as soon as the error is known.

Should the District discover an error, the employee shall be promptly notified. The District will take such steps to restore or recover such benefits and/or compensation as were mistakenly taken or given.

When an overpayment occurs, attempts shall be made to establish an agreed upon method to recover the benefits and/or compensation, which shall be commemorated in writing. In all cases, the employee shall be accorded at least the same amount of time to complete repayment to the District as the time period during which the error occurred (ie, if the employee was overpaid for three pay periods, the employee shall have three pay periods in which to complete repayment). If agreement cannot be reached, the District shall proceed with all necessary action to recover the incorrectly provided benefits and/or compensation.

Any payroll error resulting in incorrect payment for regular wages, including ongoing supplemental pay, shall, at the employee's discretion, be corrected no later than five workdays following notification to the District or shall be adjusted on the following paycheck.

Overtime

Non-FLSA exempt employees are eligible for overtime.

Overtime shall be defined as all hours worked in excess of forty hours per week. Except in the event of an emergency, all overtime hours worked must be authorized in advance.

Compensatory Time

As of 11/14/2022, compensatory time shall no longer be authorized as a compensation method for overtime worked. Any remaining employee compensatory time balances shall be paid out to employees at their current salary rate. Any future authorized overtime worked by non-FLSA exempt employees shall be paid as part of compensation for the pay period when it is earned.

Jury Duty

A regular employee summoned for attendance to any court for jury duty shall be deemed to be on duty during the hours so occupied and shall be entitled to regular pay. A regular employee who appears in court as a witness in a private matter shall not be entitled to receive their regular pay during such absence but may use accrued vacation or floating holidays for such purpose.

Bilingual Pay

Employees with documented bilingual skills, and where use of such skills for work-related purposes is included in their job descriptions or work plans shall be eligible for a bilingual pay supplement. Such pay supplement shall be applied to their hourly compensation rate for all of their regular work hours. The supplement shall not be applied to overtime hours or paid leave. The compensation shall be set at \$0.57 per hour as of the effective date of this personnel policy, and that supplement shall be increased by the same amount and at the same effective date as any general salary cost of living adjustment that is applied by the Board to salaries pursuant to this Chapter, rounded to the nearest penny per hour

CHAPTER 9. BENEFITS

Eligibility

Full-time employees and part-time employees with a fixed schedule of forty or more hours per pay period in regular and limited term positions are eligible to enroll in the health benefits program.

Health Insurance

The District shall make available to eligible District employees a selection of health insurance plan choices. Typically the choices will include HMO's (health maintenance organizations) and PPO's (preferred provider organizations) that are widely accepted by medical providers in the area. Coverage will be available for employees and eligible family members (family members are defined by the terms of the health insurance provider contract). Employees will enroll in the program within the designated periods for new employees, during the annual open enrollment period and when qualifying events occur outside of the open enrollment period.

The District will contribute toward the cost of the health, dental and vision plans as follows:

Non-management Positions, the District shall pay up to a maximum of 90% for the health insurance premium of the lowest-cost HMO through Cal-PERS Health Benefits program consistent with the District policy for allowable cost plans.

For Management Positions, the District shall pay up to a maximum of 90% for the health insurance premium that the employee selects through Cal-PERS Health Benefits program consistent with the District policy for allowable cost plans.

Monthly contributions toward health benefits will be made by the District and employee in two bi-weekly payroll periods. Two payroll periods ending in one month will be used to pay the premium for coverage in the following month. When a third payroll period ends in one month, no contributions will be made toward health benefits premiums and the Medical Benefit Package is not payable to the employee.

Regular part-time employees shall receive a pro-rated District contribution toward the cost of a health benefits plan.

Dental Insurance

The District shall pay 90% of the premium for the District's dental care program to full-time employees and part-time employees with a fixed schedule of forty or more hours per pay period hired into regular and limited term positions. Participation is mandatory for employees and will be available for eligible dependents at no additional cost.

Vision Insurance

The District shall pay 90% of the premium for the District's vision insurance program to full-time employees and part-time employees with a fixed schedule of forty or more hours per pay period hired into regular and limited term positions. Participation is mandatory for employees and will be available for eligible dependents at no additional cost.

Retiree Health Insurance

The District shall pay the same share for the health insurance premium of CalPERS vested retirees who retire from the District within 120 days of separation and meet other CalPERS retiree health eligibility requirements, consistent with the amount paid to current YCTD employees.

CalPERS Retirement

The District contracts with the California Public Employees' Retirement System (CalPERS) to provide a defined benefit retirement plan to eligible District employees. Membership eligibility, management of the retirement program, and the issuance of pension benefits are all defined in California law governing

CalPERS. With the implementation of the Public Employees' Pension Reform Act (PEPRA) on January 1, 2013, eligible employees are categorized as "classic" members or "new" member of CalPERS. "Classic" members are employees who were in active CalPERS service prior to January 1, 2013, or were members of a qualifying reciprocal retirement systems. "New" members are employees who first entered government service after January 1, 2013, or had at least a six-month break in service since their last employment with a CalPERS or reciprocal retirement system employer.

District employees who are "Classic" members of CalPERS are eligible for the following CalPERS benefits:

1. The miscellaneous retirement formula is 2.5% @ 55.
2. Employees are eligible to purchase CalPERS service credit for prior military, Peace Corps and AmeriCorps service.
3. The retirement calculation is based on the monthly average of the highest 12 consecutive months of compensation.
4. 50% of unused sick leave may be converted to CalPERS service credit.
5. The Pre-Retirement Option 2W Death Benefit is available to the surviving spouse of a retirement- eligible employee.

District employees who are "New" members of CalPERS are eligible for the following CalPERS benefits:

1. The miscellaneous retirement formula is 2% @ 62.
2. Employees are eligible to purchase CalPERS service credit for prior military, Peace Corps, and AmeriCorps service.
3. The retirement calculation is based on the monthly average of the highest thirty-six consecutive months of compensation.
4. 50% of unused sick leave may be converted to CalPERS service credit.
5. The Pre-Retirement Option 2W Death Benefit is available to the surviving spouse of a retirement- eligible employee.

Payment of CalPERS Member Contributions

For "classic" members, the normal contribution for miscellaneous CalPERS members is 8% of reportable earnings. For "new" members, the normal contribution for miscellaneous CalPERS members is 6.75%.

All normal contributions paid by the employee shall be made on a pre-tax basis as provided for under IRS Code Section 414(h).

Social Security

The District does not participate in Social Security for regular employees. The District participates in Social Security for temporary Extra Help employees who are not members of CalPERS.

Medicare

The District participates in the Federal Medicare program. Employees contribute 1.45% of wages subject to Medicare reporting. The District pays a matching contribution.

Voluntary Pre-tax Deferred Compensation and Flexible Spending Account Programs

The District provides options for employees to voluntarily participate in a pre-tax deferred compensation program under Section 457 of the IRS Code. The District may offer voluntary participation in pre-tax medical care and dependent care flexible spending accounts under the terms provided by the IRS Code.

Additional Employee Benefits

The District may offer access to an Employee Assistance Program and employer-provided group life insurance of up to \$50,000, provided that the District is not projected to exceed its Board-approved labor budget

CHAPTER 10. EMPLOYEE TRAINING AND DEVELOPMENT

General

The District is committed to promoting continuous learning throughout the organization. By providing employees with training to achieve proficiency in their current position, by encouraging employees to attain higher levels of skill and competency to prepare them for advancement, and by offering opportunities for employees to feel challenged and stimulated in their job, the District ensures the vitality of the organization. Employee training and development programs shall be designed to foster and sustain an ethical, diverse, safe, and high-performing workplace and to engage employees in the vision and mission of the District. The District is committed to providing training and development opportunities that ensure that all employees have an equal opportunity to participate.

Policy

It shall be the policy of the District to provide ongoing training opportunities and to facilitate access to educational resources for the professional development of its employees. In addition, the District shall ensure that such training as is mandated by law or statute (e.g. HIPAA, Brown Act, sexual harassment, and profession-specific safety training) is accomplished in compliance with the applicable mandate.

Exclusion

District employees who are required by virtue of their function or class to obtain and retain professional licenses that require continuing education units for renewal purposes must independently fulfill the requirements of their licensing boards. The District shall confirm that the required license is current and shall maintain a record, including the name of the employee, the name of the license, and the validity dates of the license, of all such licensure.

Definitions

Training shall mean those activities designed to meet a specific need for a task to be learned or performed proficiently.

Development shall mean those activities designed to broaden an employee's knowledge and competencies in order to enhance their opportunities for career advancement.

Responsibilities

Employees are responsible for:

1. Talking with their supervisors about options for meeting training and development interests and needs.
2. Timely attendance and full participation in all assigned training and development activities.
3. Completing the training or development assignment and providing feedback to their supervisor as to its usefulness; and
4. Seeking out and requesting to participate in training and development opportunities.

Supervisors and managers are responsible for;

1. Determining training needs for the entire work unit and identifying how those needs are to be met;
2. Ensuring that training and development opportunities are made available to all staff;
3. Informing employees of training opportunities as they occur; and
4. Providing guidance to individual employees on professional growth and encouraging training and development that benefit the individual and the District.

Participation in Training and Development Opportunities

Employees may request to participate in training and development opportunities. Employees are encouraged to take reasonable opportunities to attend requested training where that training adds value to the employee's current or prospective job duties, or where time away from job duties is feasible and funds, if applicable, are available.

Tuition Assistance

The District may be able to provide financial assistance for training and/or educational courses designed to enhance an employee's job performance. Requests for Tuition Assistance and course approval must be done prior to enrolling in the selected course(s). Final approval for qualified course(s) and related fees is granted by the Executive Director.

Eligibility

Participants must be actively employed at the time of application and still be employed by the District when they submit the necessary documents for reimbursement. Requests for Tuition Assistance and course approval must be made prior to enrolling in the selected course(s). Final approval for qualified course(s) and related fees is granted by the Executive Director.

Approved Coursework

A course will be considered for approval if it is taken at an accredited school or through a professional certification program, earns college credits and/or satisfies professional certification requirements. The course must maintain, improve, or broaden the skills required for the employee's current job or must help to qualify the employee for a new position within the District. A course that is not primarily designed to enhance job performance will not be approved for Tuition Assistance unless it is required to satisfy a breadth or general education requirement as part of a degree or certification program. An exception may be made where the employee is able to demonstrate that the course will improve their ability to perform at a higher level in their current assignment or enhances their ability to promote within the District..

CHAPTER 11. HOLIDAYS, VACATION, MANAGEMENT ADMINISTRATIVE LEAVE AND PERSONAL TIME OFF

Recognized District Holidays

Unless otherwise provided by the Board of Directors, resolution, policy, minute order, or other action, full-time and part-time employees in regular and limited term positions shall receive the following holidays:

July 4, Independence Day;
Labor Day;
Veterans Day (November 11);
Thanksgiving Day;
Day after Thanksgiving;
Christmas Day;
New Year's Day;
Martin Luther King, Jr. Day
President's Day (third Monday in February);
Cesar Chavez Day;
Memorial Day;
Juneteenth; and

All other days appointed by the President of the United States or Governor of the State for a public fast, thanksgiving, or holiday and approved by the Board of Directors.

When a holiday falls on a Saturday or Sunday, the Friday preceding a Saturday holiday, or the Monday following a Sunday holiday, shall be deemed to be a holiday in lieu of the day observed.

The normal holiday time off for a full-time employee is eight hours. Holiday time off for part-time employees shall be a pro-rated number of hours based on the part-time employee's regular hours as compared to a forty hour work week.

Holiday Eligibility

Employees must be in a paid status the normal workday before and after the recognized District holiday to be eligible to receive holiday pay.

Employees Required to Work on Holidays

An employee who is otherwise entitled to receive overtime and is required to work on any holiday shall be paid for time worked at one and one-half times the hourly rate in accordance with the Fair Labor Standards Act (FLSA).

Holidays on Regularly Scheduled Day Off

When an employee's regularly scheduled day off falls on a District observed holiday, the employee shall be entitled to eight hours equivalent time off. Equivalent time off shall be accrued as Accumulated Time Off to be taken later with prior approval. A part-time employee shall be entitled to a pro-rated number of hours based on the part-time employee's regular hours compared to a forty-hour workweek. Exempt employees shall not be eligible for Accumulated Time Off.

Holidays and Alternative Work Schedules

Full-time employees on an alternative workweek schedule shall be entitled to eight holiday hours for each of the recognized District holidays. If the scheduled work hours exceed eight hours, the employee shall use accrued and available leave balances for the additional time off.

Floating Holidays

Full-time employees shall be credited with twenty-eight hours of floating holiday time on July 1 of each year. Part-time employees shall be entitled to a pro-rated number of floating holiday hours based on the

part-time employee's regular hours compared to a forty-hour workweek. Employees hired after July 1 of the fiscal year shall be credited with floating holiday time prorated for each pay period remaining in the fiscal year after the date of employment. Floating holidays shall be taken within the fiscal year and shall not be carried over to the next fiscal year.

Upon termination, any unused floating holidays shall be paid at a straight time rate in proportion to the number of pay periods employed during the fiscal year.

Vacation Eligibility

All full-time and part-time employees shall be entitled to paid vacation. Requests to use accrued vacation hours must be submitted in advance and be pre-approved. Absences without pay equaling forty hours within the first thirteen pay periods shall cause the employee's eligibility date for vacation time to be postponed one whole pay period. When the cumulative leave of absence hours exceeds forty, the number of pay periods to postpone the vacation eligibility shall be determined by dividing the total number of unpaid leave of absence hours by eighty hours and rounding to the nearest whole number of pay periods.

Vacation Accrual

Vacation time accrual shall be based on regular hours paid. All hours worked in excess of forty hours in a week shall be excluded for vacation accrual purposes. Regular part-time employees shall accrue a prorated amount of vacation time based on the part-time employee's regular hours compared to a forty hour workweek.

Maximum Vacation Accrual

Each employee shall accrue vacation time according to one of the following schedules based on their date of employment with the District:

	Hours Earned per Pay Period	Maximum Hours Earned per Year
Initial hire date:	3.08	80
After 3 years (78 pay periods)	4.62	120
After 11 years (286 pay periods)	4.93	128
After 12 years (312 pay periods)	5.24	136
After 13 years (338 pay periods)	5.54	144
After 14 years (364 pay periods)	5.85	152
After 15 years (390 pay periods)	6.15	160
After 16 years (416 pay periods)	6.47	168
After 17 years (442 pay periods)	6.77	176
After 18 years (468 pay periods)	7.08	184

Vacation time shall be credited as of the end of each biweekly pay period. All employees shall be permitted to accumulate vacation time up to a maximum of three hundred and twenty (320) hours.

Vacation Payoff at Separation of Employment

Employees shall be entitled to a lump sum payment for any unused or accrued vacation time upon separation of employment.

Administrative Leave Accrual

Management Positions shall be credited with forty hours of Administrative Leave on July 1 of each year. Eligible part-time employees Management Positions shall accrue a pro-rated amount of administrative leave based on the part-time employee's regular hours compared to a forty-hour workweek. For eligible employees hired or newly eligible for administrative leave after July 1, administrative leave shall be prorated, based on the date the employee became eligible and the number of pay periods remaining in the fiscal year.

Use of Administrative Leave and Balance Carry Over

The use of administrative leave is subject to approval. . Administrative leave shall not accrue from one fiscal year to the next except for a limited number of carryover hours. On July 1 of each year, employees shall be allowed to carry over up to twenty hours of administrative leave from the previous fiscal year.

Administrative Leave upon Separation

In the event an employee separates employment, the employee will not be required to pay back any portion of administrative leave previously taken. The District will not pay off remaining administrative leave upon separation except in the case of retirement. In the case of retirement, employees will be paid the full amount of unused administrative leave remaining as of the employee's retirement effective date.

Use of Leave Balances upon Retirement or Resignation

When an employee submits a notice of retirement from District employment, the employee may request to remain on payroll using accrued but unused available leave balances. In no event shall the District approve the use of leave balances beyond the month in which the employee's last day of work occurs.

Under no circumstances may an employee who resigns for any reason other than retirement be allowed to use leave balances to extend their separation date.

CHAPTER 12. SICK LEAVE

Accrual

Regular full-time employees, including those appointed to a limited term position, shall accrue .0462 hours of sick leave, to a maximum of ninety-six hours per year, for each regular hour paid.

Regular part-time employees, including those appointed to a limited term position, and extra help employees shall accrue sick leave in direct proportion to the relationship the part-time service bears to full-time service.

Sick leave shall be credited as an accrual at the end of each bi-weekly pay period.

Absence without Pay

An employee who is absent without pay during a pay period shall accrue sick leave in direct proportion to the number of hours he/she was in paid status during that same pay period.

Carry Over

All unused sick leave may be carried forward into subsequent years and may be accumulated without limit.

Authorized Uses

Sick leave shall be requested and granted only in cases of actual illness of or injury to the employee or the employee's immediate family member. Sick leave shall not be requested or granted to replace, supplement, or otherwise extend other types of leaves unless specifically authorized for that leave.

Sick leave may be authorized for the following:

1. An absence necessitated by the employee's personal illness or injury.
2. An absence necessitated by the illness or injury of an immediate family member.
3. Medical or dental appointments provided the employee requests the sick leave at least three days in advance except in cases of emergency. Employees are encouraged to schedule appointments at such times as will cause the least disruption to the delivery of District services.
4. An absence due to exposure to a contagious disease where quarantine has been imposed by health authorities or when it has been determined by a medical practitioner that the presence of the employee on duty would endanger the health of others.
5. Bereavement leave.
6. Extenuating circumstances as determined and approved by the Executive Director.

Immediate Family Member

For the purposes of this Chapter, immediate family member shall mean:

1. Spouse or domestic partner;
2. Child, stepchild, or foster child;
3. Parents, step-parents, mother-in-law, father-in-law, siblings, brother-in-law, sister-in-law, grandparents, and grandchildren who may not live in the household; and
4. Persons who are living as a member of and in the household.

Sick Leave Not Authorized

Sick leave shall not be authorized in the following circumstances:

1. Illness or injury arising from the employee's willful misconduct.
2. Illness or injury occurring or sustained while the employee is on leave of absence without pay.
3. Illness or injury due to intemperance or substance abuse unless the employee is participating in licensed rehabilitation program for which documentation of participation has been provided in advance.

Sick Leave Approval

Upon the employee's return to work after an absence qualifying for sick leave, the employee must submit the required absence request and have it approved by the Executive Director or a designee.

Requirement for Additional Sick Leave Substantiation

The District, recognizing the potential for abuse of sick leave, may employ reasonable means to determine the validity of any sick leave use, including requesting a qualified practitioner's certificate for sick leave absences. Such means shall not be used to discourage the appropriate use of sick leave.

Illness or Injury while on Vacation Leave

If an employee, while on vacation, becomes ill or sustains an injury that would have qualified the employee for sick leave if that employee had been on duty, the employee may make a request to convert the appropriate portion of vacation leave to sick leave. The employee must notify the District prior to their scheduled return to work, if circumstances allow it, in order to request that their vacation time be converted to sick leave and shall provide evidence in the form of a qualified practitioner's certificate.

Work Back

At the discretion of the Executive Director, an employee may be allowed to work back a sick leave absence of four hours or less within the same work week so long as such hours do not result in overtime.

Sick Leave Upon Separation

Upon retirement or death, an employee's accumulated sick leave shall be credited toward retirement in accordance with the District's contract with CalPERS, to the extent allowed by such agreement.

Advance Sick Leave

Employees with insufficient sick leave balances to accommodate sick leave requests may request use up to sixteen hours of advance sick leave, to be offset with future sick leave balance accruals. Such requests require approval of the Executive Director or their designee.

CHAPTER 13. OTHER LEAVES and LEAVES OF ABSENCE

Leaves

When employees must be away from work for reasons other than workplace injury or illness, there may be programs available to assist with wage replacement, continuation of benefits and/or job protection. Such leaves may be paid or unpaid according to the provisions of the particular program.

Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

It is the policy of the District to provide time off for family care and medical leave to eligible employees in accordance with the federal Family and Medical Leave Act of 1993 (FMLA), as amended, and the California Family Rights Act of 1993 (CFRA), as amended. Eligible employees may take off up to twelve weeks of job-protected unpaid leave in a twelve month period for specified family and medical reasons.

Eligible employees may take time off for the following reason:

1. The birth of a child, and in order to care for that child;
2. The placement of a child with the employee for adoption or foster care;
3. Care of a spouse, domestic partner, child, or parent who has a "serious health condition"; or
4. The employee's own "serious health condition" which makes him or her unable to perform the functions of the job.

Disabilities due to pregnancy or pregnancy-related conditions are covered under the FMLA, but not the CFRA. In California, pregnancy and pregnancy-related disabilities are covered under the Pregnancy Disability Leave Act (PDL).

To be eligible for leave under FMLA/CFRA, an employee must have at least one year of service with the District and have worked at least 1,250 hours in the previous twelve months. When an employee is granted leave under FMLA/CFRA, the District will continue its contribution to the health, dental and vision insurance premiums if the employee continues to pay their share of the premium. Upon return from leave, the employee will be returned to the original job assignment or to another assignment with equivalent pay, benefits and other terms and conditions of employment.

An employee taking leave under FMLA/CFRA may use accrued leave balances during the leave or may choose to take leave without pay. An employee shall be required to exhaust all sick leave prior to being authorized to take leave without pay, except that an employee may elect to retain a sick leave balance of eighty hours for future use. An employee is not required to exhaust sick leave when the time off work is for purposes of child bonding or to care for the serious health condition of a qualifying family member.

Under FMLA, eligible employees whose spouse, child or parent is on covered active duty or called to covered active-duty status may use their 12-week leave entitlement to address certain qualifying exigencies, such as attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. FMLA also includes a special leave entitlement that permits eligible employees to take up to twenty-six weeks of leave to care for a covered service-member during a single 12-month period. A covered service member is (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

Pregnancy Disability Leave

In accordance with California State law, an employee disabled by pregnancy is entitled to up to four months of Pregnancy Disability Leave (PDL). PDL may be taken before or after birth during any period of time the employee is physically unable to work because of pregnancy or a pregnancy-related condition. All

leave taken in connection with a specific pregnancy counts toward computing the four month period. Employees are entitled to take PDL in addition to any leave entitlement they might have under FMLA/CFRA.

New Parent Leave

Employees may be entitled to time off with a child in accordance with the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). An employee shall be permitted up to five shifts of sick leave for the purpose of caring for a spouse or domestic partner who is about to give birth or has given birth if such leave is within three days of birth. Additional paid time off may be requested in accordance with the rules for using other accrued leaves.

New parents may apply for wage replacement benefits available through the Paid Family Leave (PFL) program or District Disability Insurance (CDI), depending on eligibility.

Bereavement Leave

Bereavement leave because of the death of a member of the employee's family (spouse/domestic partner, child, father, mother, stepfather, stepmother, brother, sister, stepchild, guardian or ward, grandmother grandfather, grandson, granddaughter) shall be granted by the Executive Director for a maximum of ten days per incident. Three days of bereavement leave shall be District paid and an additional seven days shall be charged to available accrued but unused leave balances.

Up to five days per event shall be allowed for the death of the employee's son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, or cousin which shall be charged to available accrued but unused leave balances.

Bereavement leave in the case of other persons shall be granted only upon the approval of the Executive Director and shall be charged to the employee's available accrued but unused leave balances.

The Executive Director may authorize additional leave not to exceed a total of five days based on extenuating circumstances.

State Disability Insurance (SDI)

The SDI program provides benefits to eligible employees suffering a full or partial loss of wages due to disabilities that are not work-related. The California Unemployment Insurance Code states that a disability is any illness or injury, either physical or mental, which prevents an employee from performing regular or customary work. Disability may also include elective surgery and disabilities related to pregnancy or childbirth.

Employees contribute to the SDI program as a percentage of earnings deducted from the bi-weekly paycheck.

When an employee files a claim for SDI benefits and receives a wage payment from the program, the employee may elect to use accrued leave balances to supplement the SDI benefits in order to receive the customary base pay earnings. An employee earning their usual salary when SDI benefits and leave usage are combined shall continue to accrue all benefits of employment including health insurance and leave accruals. CalPERS retirement contributions will be reduced by the amount of the SDI payments.

Paid Family Leave (PFL)

The Paid Family Leave (PFL) program provides benefits to eligible employees suffering a full or partial loss of wages due to the need to care for a seriously ill family member or to bond with a new child.

Employees participating in the State Disability Insurance program (SDI) are also eligible to receive PFL benefits.

Military Leave

The District shall comply with the California Military and Veterans Code and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). USERRA is a federal law intended to ensure that employees who serve or have served in the Armed Forces, Reserves, National Guard, or other "Uniformed Services":

1. are not disadvantaged in their civilian careers because of their service;
2. are promptly reemployed in their civilian jobs upon their return from duty; and
3. are not discriminated against in employment based on past, present, or future military service.

The District shall grant Military Leave in accordance with the California Military and Veterans Code.

Temporary Military Leave: An employee with at least one year of service who is on temporary military leave of absence for military duty ordered for purposes of active military training, inactive duty training, encampment, naval cruises, special exercises, or like activity is entitled to receive their usual base salary for up to thirty calendar days in any one fiscal year. The one year of service may be determined by combining District service and service in the recognized military service.

Military Leave: An employee with at least one year of service who is on military leave of absence for active duty purposes is entitled to receive their usual base salary for up to thirty calendar days in any one fiscal year, except that a National Guard member on active duty is entitled to receive their salary for the first 30-days regardless of their length of service with the District.

In addition to thirty calendar days of pay in a fiscal year, employees may be eligible to receive supplemental pay for ninety calendar days. An employee with at least one year of continuous District service or one year of combined District service and active military service who are called to Federal active duty, for other than training purposes, in order to respond to an international conflict, humanitarian aid, or peacekeeping need, shall be eligible to receive supplemental pay which equals the difference between the employee's base military salary and their gross pay earned by the District at the time he/she is called to duty. Employees requesting supplemental pay under this section are required to submit a copy to Human Resources of their military pay stub which shows the amount of base military salary.

Paid Administrative Leave

From time to time it may be necessary to protect the employee, co-workers, the workplace, or others for an employee to be placed upon paid administratively directed leave. Such action shall be authorized by the Executive Director.

Causes for Administratively Directed Leave

Administratively directed leave may be granted only for substantial cause, which shall include the following:

1. Initiation of a workplace investigation where having the employee at the workplace risks compromising the objectivity of the investigation.
2. Any circumstance where having the employee in the workplace reasonably can be believed to expose the employee or others to workplace violence.
3. Any circumstance where the employee is displaying uncontrolled or unsafe behavior either due to emotional distress, apparent mental agitation, or other episodic causation.
4. Imposition of proposed discipline where having the employee at the workplace would create undue pressure on the employee and on co-workers during the resolution of the disciplinary process.
5. A situation identified by the Executive Director as best able to be diffused through the imposition of administrative leave.

During administratively directed leave the employee shall be placed upon requirements that ensure that he/she is accountable to the District and prepared to return to work upon demand throughout the employee's normally scheduled work day.

Administratively directed leave should be used judiciously and should be of shortest practicable duration.

Notification

Except in cases of emergency, the employee shall be notified of their placement on administratively directed leave in writing with the start date of the leave and the reporting requirements during the leave.

Leave of Absence Without Pay

Any regular employee may request and may be granted a leave of absence without pay upon the approval of the Executive Director.

Requests for leave of absence without pay must be made in writing, signed by the employee, to the Executive Director in advance of the intended leave and must include the following information:

1. The specific reason for the leave of absence and such details as support the reason for the employee's extended absence, which would include the statement of the attending medical practitioner if for medical causation or proof of enrollment for educational leave or specific narrative of the personal hardship;
2. The date the leave is requested to begin;
3. The date the leave is planned to end;
4. The employee's current address and a telephone number where he/she may be reached; and
5. An affirmation of understanding by the employee that all benefits provided by or paid for by the District are suspended during the period of leave of absence without pay.

The Executive Director shall review the request and indicate their approval or disapproval. The decision of the Executive Director shall be final and not subject to appeal. The District shall notify the employee of the approval, modification or denial of the requested leave of absence without pay.

A leave of absence without pay may not exceed one year.

Any request for adjustment to the time granted for the leave of absence without pay, whether to extend or shorten the time requested, must follow the same procedures as required in the initial request.

CHAPTER 14. OCCUPATIONAL HEALTH

Workers' Compensation

Workers' Compensation benefits extend to any District employee who has been injured on the job or becomes ill because of the job. Workers' Compensation benefits also extend to Extra Help employees and volunteers who are performing work for and under the direct supervision of the District.

Use of Accrued Leave

An employee who is required to be absent from work because of an injury or illness arising in the course of employment with the District shall be entitled to use sick leave or any other accrued paid leave during the waiting period while the Workers' Compensation claim is being processed for approval. Upon approval of the claim, any sick leave or other accrued paid leave that was charged against the employee during this waiting period will be returned to the employee's leave balance. Time credited will only extend to paid time that was taken because of the Workers' Compensation injury or illness.

Continuation of Benefits

An employee who is placed on an unpaid status while on an approved Workers' Compensation leave will continue to remain eligible for District health benefits provided that the employee continues to pay the employee's portion of the health benefit premium.

An employee who is injured on the job or becomes ill because of the job, is receiving Workers' Compensation, and is on a paid status with the District shall continue to accrue vacation time, sick leave, administrative leave, and holiday time. This provision applies only to employees who are on a paid status and receiving compensation from the District while on Workers' Compensation. Employees in an unpaid status shall not accrue leaves.

Integration of Benefits

An injured or ill employee may elect to apply accrued leave balances to time taken off work following an industrial injury or illness in a proportionate amount which, when added to Workers' Compensation temporary disability benefits, provides total compensation equal to the employee's base pay. An employee who has exhausted Workers' Compensation benefits, may request a leave of absence without pay in accordance with these rules.

Notification

An employee who is injured on the job or becomes ill because of the job is required to notify their supervisor within twenty-four hours from the time of injury or illness. For any injury considered more serious than requiring simple first aid, the District must provide the employee with a copy of the State of California Workers' Compensation Claim Form (DWC-1) within twenty-four hours of notice of the accident or illness, and submit the completed State of California Employer's Report of Occupational Injury or Illness (form 5020). Such forms shall be made available on the District's internal website.

Ongoing Medical Care

An employee must be deemed disabled to be eligible to receive payments and benefits, to include disability leave. An employee, who is able to perform their regular, modified, alternate, or otherwise customary work, is not deemed disabled. Disability will be substantiated by written order from a qualified practitioner.

An employee who requires ongoing medical care, through scheduled appointments to monitor their wellness and/or a periodic program of rehabilitative care, as a result of an occupational injury or illness approved by Workers' Compensation shall be required to notify the District of their intended absence in advance of such scheduled appointments. The employee shall be required to provide proof of having attended such appointments upon their first return to work after such absence in order to receive compensation under the Workers' Compensation claim.

Injury and Illness Prevention Program (IIPP)

California employers are required by the Labor Code to provide a safe and healthful workplace for their employees. Additionally, Title 8, Section 3203 of the California Code of Regulations and Cal/OSHA safety orders require California employers to have an effective Injury and Illness Prevention Program (IIPP). The IIPP must be a written plan that includes the following elements:

1. Management commitments/assignments of responsibilities;
2. Safety communications systems with employees;
3. Systems of assuring employee compliance with safe work practices;
4. Scheduled safety inspections and worksite evaluation systems;
5. Accident investigation procedures;
6. Procedures for correcting unsafe and/or unhealthy conditions;
7. Health and safety training and instruction; and
8. Cal/OSHA and OSHA recordkeeping and documentation of workplace accidents, injuries, and illnesses.
9. The District shall maintain a comprehensive IIPP designed to minimize the frequency and severity of employee accidents and comply with the safety laws and regulations required of California employers. Within that plan are provisions that apply to specific positions and/or classes as a condition of continued employment with the District. Each District employee shall acknowledge receipt of and responsibility for understanding and complying with the contents of the IIPP as a requirement of their employment.

Department of Transportation (DOT) regulations also require periodic physical examination of employees who drive commercial vehicles which requires possession of a Class A or Class B driver's license.

Fitness for Duty

Upon demonstration of emotional instability or physical inability that causes the District to have a reasonable belief that an employee may be temporarily or permanently unable to perform the essential functions of their job, the District may require a medical, physical, and/or mental examination to determine an employee's fitness for duty. Such examinations shall be performed by a qualified practitioner designated by the District. The District shall bear all costs associated with the fitness for duty examination(s).

Fitness for duty examinations must be authorized by the Executive Director and require sufficient evidence of the employee's diminished capacity or aberrant behavior to warrant an assessment of their ability to continue in their current position. The District shall schedule the examination(s) and notify the employee in writing of the date, time, place and purpose of the examination(s) and provide the employee with the name of the practitioner who will be conducting the examination. The employee shall be required to sign a form provided by the District authorizing the doctor, psychologist or psychiatrist to receive the information necessary to conduct a thorough review of the employee's medical history as it pertains to the satisfactory discharge of their job duties.

The results of the fitness for duty examination will be provided to the Executive Director and a determination made as to whether the employee is fit to do the work required of him/her. In instances where an employee is determined to have a disability, the District will engage the employee in the interactive process and consider potential appropriate reasonable accommodation(s) as required by the American with Disabilities Act and the California Fair Employment and Housing Act.

When an employee's fitness for duty examination is pending and their department is unable to accommodate, the employee shall be placed on paid administrative leave.

Where there is reason to believe the employee could fulfill the requirements of another District position with or without a reasonable accommodation, and without risk of harm to him/herself or others, the District shall make a good faith effort to place the employee in such position assuming there is a vacancy to be filled. If no alternate position exists, the employee shall be separated from District employment.

Drug and Alcohol Testing Policy and Procedure

The District shall maintain an alcohol and drug free workplace and shall provide specific direction for the testing of employees for possible impairment in their ability to safely perform their duties.

The District shall maintain a Department of Transportation (DOT) Drug & Alcohol Policy and Testing Procedure for positions that fall under the category of safety sensitive as defined by the Federal Highway Administration regulations. District positions that require an employee to possess a commercial driver's license for the operation of vehicles are covered in this Policy. The Federal Department of Transportation Drug and Alcohol Testing Policy establishes the testing procedures for pre-placement, random, post-accident, reasonable suspicion, return to work and follow-up drug and alcohol testing for safety sensitive positions.

CHAPTER 15. RETURN TO WORK INJURY MANAGEMENT PROGRAM

Policy

The District provides employees who are temporarily off work, due to an industrial or non-industrial injury or illness, the opportunity to return to work and perform tasks that have been approved by the treating qualified practitioner until they are able to return to their regular job. Every reasonable effort will be made to provide temporary modified duty to employees who are unable to perform the full range of their job duties.

The District also provides reasonable accommodation to employees who become permanently disabled (whether or not the injury or illness was caused by the job).

Temporary Modified Duty Assignments (“Light Duty”)

To assist in the rehabilitation process following an injury or illness, the District offers employees temporary modified duty assignments based on the employee’s work capabilities as determined by the employee’s treating qualified practitioner. These temporary assignments provide work within medically prescribed restrictions. These assignments are made when a medical prognosis indicates that the employee is expected to return to full duty but has temporary medical restrictions that preclude full performance of the employee’s regular job duties. Employees continue to receive their regular salary and benefits while assigned to a temporary modified duty assignment, which shall be prorated if the modified duty assignment is less than full-time.

Management of Temporary Modified Duty Assignments

Temporary modified duty assignments will be based entirely on the restrictions or limitations given by the employee’s treating qualified practitioner. The duration of temporary modified duty is generally ninety to 180 days with a medical statement from a qualified practitioner indicating the employee will be able to return to regular duties (with or without reasonable accommodation) within that timeframe. The qualified practitioner’s report will determine the length of the assignment.

Required Medical Release

Before being placed in a temporary modified duty assignment, an employee must provide the Executive Director or their designee with a medical statement from the treating qualified practitioner. The medical statement should identify the restrictions that need temporary modified duty and note if any of the restrictions are expected to be temporary or permanent in nature. Temporary restrictions should have an expected end date, and follow-up medical statements from the treating qualified practitioner will be required to continue restrictions past that date.

Permanent Modified Job Accommodations within Existing Position

When a qualified practitioner has made a medical determination that certifies that a disability is permanent and the employee is unable to perform some, or all, of the job duties of the position, the District will consider if the employee can be returned to work with or without a modification to the tasks of the existing position.

Consultations between the employee and the District will seek to identify possible and/or special equipment that would enable the employee to remain in their existing position. An employee will not be eligible for a permanent modified job if the employee is medically precluded from performing the essential functions of the position with reasonable accommodation.

Permanent Alternate Job Placement requiring Change in Classification

When a qualified practitioner has indicated that a disability is permanent and a determination has been made by the District that the employee’s existing job cannot be modified, and other forms of reasonable accommodation cannot be provided that would enable the disabled employee to perform the essential functions of the job, the District will consider an alternate job placement to another position. Any

available position with a comparable or lower salary scale, for which the employee is qualified and able to perform, may be offered to the employee. An employee placed in a position with the same or lower salary scale will be paid the salary scale listed for that position. An employee may also voluntarily demote to a position for which the employee is qualified and meets the employee's disability restrictions.

Disability Retirement

Where, after thorough consideration and working with the employee, no job accommodation can be made due to the extent of the employee's permanent disability, the District shall apply on behalf of the employee for disability retirement in accordance with the provisions of the District's contract with CalPERS.

Exhaustion of Available Leaves

At the conclusion of all available leaves of absence, paid or unpaid, if the employee is not medically able to assume the duties of their position and if the employee is not placed in another position as a reasonable accommodation of their permanent disability, the employee shall be separated from District employment and placed on a reemployment list for a period of six months. During the six month period, when available and if medically released to assume their duties, the former employee shall be reemployed in a vacant position of their previous assignment. In the event the former employee was in a single position class, he/she shall be reemployed in a class which is similar in scope and responsibility and for which he/she meets the minimum qualifications. The former employee shall have priority over all other available candidates except for those on a reemployment list established because of layoff, in which case the employee shall be listed in accordance with appropriate seniority following layoff procedures. At the conclusion of the six month period, if the former employee is not reemployed with the District, the former employee shall lose their status on the reemployment list.

Employee and District Responsibilities

Employees who are placed in modified duty assignments and the District share responsibility to comply with an disabled employee's medical work restrictions. Once work restrictions are identified by a treating qualified practitioner, the employee and the District shall discuss a temporary modified duty arrangement.

Temporary modified duty assignments require the employee and District to understand the following responsibilities:

The District is responsible for ensuring the employee is not given assignments that exceed the medical work restrictions. If any assignments are questionable, the District should discuss them with the employee before the tasks are performed, and a follow-up medical statement may be requested from the treating qualified practitioner to ensure the injury will not be aggravated.

An employee is not to exceed the work restrictions indicated by the treating qualified practitioner on the medical release. If the disabled employee at any time believes that a work requirement exceeds the restrictions, the employee is not to perform that task, but should consult the District for direction. An employee needs to keep the District informed of any medical appointments, and provide updated medical status reports while on modified duty, and as may be requested by the supervisor.

CHAPTER 16. FURLOUGH

Authority

The District may temporarily furlough employees as authorized by the Board of Directors. The provisions of this Chapter shall apply to all District employees.

Causes

Furlough may be imposed in cases of financial hardship as determined by the Board of Directors.

Implementation

Furlough may be imposed as a block of time, as a portion of a pay period, as an increment of a workday or in such other manner as best serves the needs of the District as determined by the Executive Director in accordance with the direction of the Board of Directors.

To the extent possible, reduction in pay as a result of furloughs shall be spread over the remainder of the fiscal year to minimize the impact on any given pay period.

Continuation of Wages and Benefits

When a furlough is imposed for a specific time period, an employee who is placed on furlough shall not be entitled to payment of wages, salary or any other form of compensation for the time designated as furlough. An employee who is placed on furlough may not use vacation, administrative leave, sick leave or any other form of paid leave during the furlough.

When a furlough is imposed and the time off is at the discretion of the employee with District approval, the employee shall not be entitled to payment of wages, salary or any other form of compensation for the day/hours so chosen as furlough leave. On the day/hours chosen for furlough employee may not use vacation, administrative leave, sick leave or any other form of paid leave during the furlough.

To the extent possible, the District will attempt to spread the cost over of a furlough over 26 pay period or the remaining pay periods in a fiscal year if an emergency furlough is ordered.

An employee on furlough shall receive health and welfare benefits and shall accrue sick leave, vacation leave, and other leaves which are accrued on the basis of time worked.

The period of furlough shall not be considered a break in service and shall be considered time worked for purposes of length of service, seniority, and eligibility for health and welfare benefits.

Notice

Not later than fifteen days prior to the furlough, the Executive Director shall provide written notice to each employee to be furloughed, which shall include the days or dates of the furlough.

Should a decision be made by the Board of Directors that the duration or application of the furlough is to be revised, amended or cancelled in whole or in part, the Executive Director shall provide written notice of such revision, amendment or cancellation as soon as is practicable after such action by the Board of Directors.

CHAPTER 17. DISCIPLINARY ACTION

Disciplinary Action Authorized

The Executive Director may take disciplinary action, up to and including termination, against an employee for just cause.

Just Cause

Just cause for purposes of this Chapter shall be defined as follows:

1. Incompetency or inefficiency on the job;
2. Insubordination;
3. Intoxication while on duty;
4. Dishonesty or fraud;
5. Negligence or willful damage to public property or the waste of public supplies or equipment;
6. The violation of any proper policy, regulation or lawful order made and given by a superior;
7. The falsification of an employment application or other personnel record;
8. Unauthorized absences from duty;
9. Substantial off duty misconduct reasonably and directly related to the employee's public duties; or
10. Conviction of a felony.

Ineligibility for Employment

A person shall be determined to be ineligible for continued employment for any of the following reasons:

1. Conviction of any crime which renders the person unsuitable for a position in a class.
2. Failure to maintain valid certification or licensure required for the position.

A person who has been convicted of any crime which renders the person unsuitable for a position in a class shall be ineligible for employment in such class; provided, however, the Executive Director may disregard such conviction if they find and determines that mitigating circumstances exist, such as, but not limited to, evidence of rehabilitation, the length of time that has elapsed since such conviction, the age of the person at the time of the conviction, or that the conviction is not reasonably related to the qualifications, duties, or functions of the class in question.

Where the minimum qualifications for a position include valid certification or licensure and the employee fails to maintain the required certification or license, he/she will be deemed ineligible for continued employment.

CHAPTER 18. RECORDS, REPORTS AND NOTICES

Personnel Files

A personnel file shall be generated by the District upon hire for each person directly employed by the District. Such files shall serve as the authorized or official record of employment for all purposes. Copies of documents and notes kept by others are not considered official personnel files.

Maintenance of Personnel Files

The official District personnel files shall be maintained by and kept by the Executive Director or designee, except that files for employees who have left District service may be archived. Files may be kept in paper or electronic format, with secured access limiting the access to, addition of, or removal of records, to authorized persons.

Contents

The official personnel file typically will contain the following:

1. Personnel Action Forms
2. Personnel Data Forms
3. Benefit Action Forms
4. Supplemental benefits enrollment forms
5. Beneficiary designation forms
6. Medical provider designation forms
7. Performance appraisal forms and any responses made to them by the employee
8. Disciplinary letters, notices, and orders
9. Letters of commendation or recognition
10. Copies of any authorizations given by the employee for the file to be reviewed by another
11. Evidence of any licensure required to perform the employee's assigned duties In no event shall the official personnel file contain the following:
 12. Any written record of a medical diagnosis, medical examination result, or medical status
 13. Any written record of immigrant status
 14. Any record of disciplinary action proposed but either not ordered or otherwise prohibited by legal settlement
 15. Letters of complaint against the employee unless part of the record of an ordered disciplinary action
 16. I-9 or other form indicating legal status to work
 17. Information obtained from background investigations and/or reference checks
 18. Any document of which the employee has not been made aware

Employee Medical Information

A medical file shall be established for each employee that shall be maintained separate and apart from the official personnel file. The medical file will typically contain written records of a medical diagnosis, medical examination result, or medical status including, but not limited to:

1. Pre- and/or post-employment medical exams such as periodic physicals and fitness for duty examinations
2. Substantiation of sick leave usage
3. Requests for Reasonable Accommodation under the Americans with Disabilities Act (ADA) and/or Fair Employment and Housing (FEHA)
4. Requests and documentation required by the Family Medical Leave Act (FMLA), District Disability Insurance, Catastrophic Leave Program, or State Disability Insurance/Paid Family Leave
5. Documentation associated with the Return-to-Work Injury Management Program
6. Worker's Compensation claims and status reports

Release of Personal Information (Responding to Reference Checks)

Requests received for standard employment verification (i.e., dates of employment, positions held, confirmation of salary, and eligibility for rehire) for current or former employees shall be forwarded for completion to the Executive Director or designee. Letters of recommendation and/or additional employment reference information may be provided at the request of the employee.

Inspection of Personnel Files

Personnel information concerning an employee is confidential. An employee or former employee shall have the right to inspect their personnel file upon request and proof of identity. Such review must occur within the sight of the Executive Director or designee. The Executive Director or designee shall make the file available to the employee as soon as is practicable. An employee shall have access to all material in their personnel file and shall be provided a copy of the materials in their file upon request.

Only those persons with a “need to know” or “right to know” as determined by the Executive Director or designee may access an employee’s personnel file. “Right to know” shall include a review of the employee’s personnel file as part of the competitive hiring process of the District. A third-party review of an employee personnel file may only be allowed with a signed release from an employee or former employee.

Inclusion of Documents into the Personnel File

Documents to be placed into the official personnel file should be forwarded to the Executive Director or designee as soon as possible after they are generated. The Executive Director or designee shall incorporate them into the official personnel file as soon as practicable so that the personnel file is kept current.

No employee may add a document to, remove a document from, or modify a document in the official personnel file unless specifically authorized by the Executive Director.

Removal of Documents from the Personnel File

No document may be permanently removed from the official personnel file without the authorization of the Executive Director.

Responding to Subpoenas for Personnel Records

It is the District’s policy that protection of confidentiality is of prime importance when responding to subpoenas. Subpoenas directed to District or subpoenas for personnel records must be personally served to the Executive Director or designee.

Yolo County Transportation District Procurement Policy

**Proposed Amendment
September 9, 2024**

**~~Adopted by the Yolo County Transportation District Board of Directors at the
March 14, 2022 Board of Directors Meeting~~**

1. Introduction and Purpose

This Procurement Policy replace the Yolo County Transportation District (YCTD) Procurement Manual approved by the Board of Directors on October 9, 2001. These Procurement Policies provide general direction. The YCTD Executive Director and Deputy Directors shall establish and maintain detailed administrative procedures to implement these Procurement Policies.

These procurement policies and procedures are designed to:

- a. Provide for the efficient procurement of high-quality, cost-effective goods and services, while complying with all applicable federal, state and local laws and regulations.
- b. Ensure fair and equitable treatment for all vendors who seek to do business with YCTD, with particular emphasis toward Disadvantaged Business Enterprises (DBE).
- c. Establish procedures and codes of conduct that instill public confidence in the fairness of YCTD procurement practices.

1.1 Primacy of Applicable Federal, State or Local Laws and Regulations

If any of the provisions of this policy are found to conflict with any applicable federal, state or local laws or regulations, such laws or regulations shall supersede the conflicting provisions of this policy.

1.2 Definitions

- a. "Executive Director" used in this policy refers to the YCTD Executive Director.
- b. "Deputy Director" refers to the YCTD Deputy Director, Operations, the YCTD Deputy Director, Finance and any future YCTD employee with a title that includes "Deputy Director" or who is designated by the Executive Director as fulfilling the roles of a "Deputy Director" as referred to within this Policy.
- c. "Finance Director" refers to the YCTD Deputy Director responsible for Finance, or the person acting in that role.

2. Code of Conduct

2.1 Purpose and Applicability

Employees, officers, and agents of YCTD must conduct themselves in a manner that fosters public confidence in the integrity of the procurement system.

The standards in this section apply to all activities associated with the procurement of goods and services.

2.2 General Rule

As a general rule, all procurement actions will be conducted in a manner providing full and open competition and there shall be no arbitrary actions in the procurement

process.

2.3 Conflict of Interest

No employee, officer, director, or agent of YCTD shall participate in the selection, award, or administration of a contract or purchase order if a conflict of interest, whether real or apparent, would be involved. Such conflict would arise when any of the following has a financial or other interest in the firm(s) considered or selected for award:

- a. An employee, officer, director, or agent of YCTD;
- b. Any member of their immediate family, including but not limited to, husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, son-in-law, and daughter-in-law;
- c. Their business associate; or
- d. A company or organization, which is about to employ any of the above.

Employees, officers, directors, and agents of YCTD shall be subject to the laws of the State of California concerning conflicts of interest. Anyone found to violate the standards established by such laws may be subject to the penalties, sanctions, or other disciplinary actions provided for therein.

In cases where an employee, officer, director, or agent of YCTD may have a conflict or potential conflict of interest, YCTD's policy is that such individual(s) must promptly report the conflict in writing to the Finance Director or Executive Director. Failure to adhere to this requirement shall constitute a violation of policy and may subject the violator to disciplinary action, up to and including discharge.

Personal Financial Transactions:

Employees are prohibited from using personal credit cards or other personal payment methods for YCTD expenses. Such actions may create a conflict of interest, especially if the employee gains any personal benefits, such as rewards, points, or rebates, from their personal credit card. This policy applies to all YCTD-related financial transactions, including but not limited to the selection, award, or administration of contracts or purchase orders.

2.4 Gifts and Gratuities

No employee, officer, director, or agent of YCTD may solicit or accept, either directly or indirectly, any gift, gratuity, loan, or other item or service of value if:

- a. The discharge of their official duties could be influenced; or
- b. They have been, are presently, or may soon be involved in any official act or action affecting the donor or lender.

Invitations for business lunches, parties, or similar functions shall be declined if received from bidders or other parties involved in a pending procurement. This policy is intended to avoid any situation, which may give an appearance of improper influence in YCTD procurement activities.

Prohibited Practices:

Employees shall not use personal credit cards or other personal payment methods for YCTD expenses if doing so results in any personal gain, including but not limited to points, rewards, rebates, or other incentives. Any such personal gain may be considered a gift or gratuity, which is prohibited under this policy. This prohibition applies regardless of whether the employee's duties include purchasing supplies, equipment, or services for YCTD.

Notwithstanding the above, this section shall not apply to the following:

- a. An occasional non-monetary gift of nominal value accepted in the ordinary course of a business meeting.
- b. Unsolicited advertising or promotional material of nominal value.
- c. A gift, gratuity, favor, loan, or other item of value when circumstances make it clear that an obvious long-standing social or family relationship, rather than a business relationship, is the motivating factor.

Failure to adhere to the provisions of this section shall constitute a violation of YCTD policy and may subject the violator to disciplinary action, up to and including discharge.

2.5 Contacts with Vendor, Bidders and Proposers

Prior to the issuance of a procurement solicitation, informational and research contacts with prospective vendors may be made for the purpose of gathering data. However, in making such contacts, employees, officers, directors, and agents shall avoid any commitment, or implication thereof, of a possible future award. Accordingly, requests for substantial complimentary services or supplies, which may imply an obligation on the part of YCTD, shall be avoided. Requests for testing services, product samples, or demonstrations, for which YCTD shall have no obligations to purchase said items or services can be allowed.

Whenever a procurement is in process (e.g., during the solicitation, evaluation, negotiation, and award phases) all contacts with potential contractors or vendors shall be made through the Finance Director or their designee.

2.6 Protection of Confidential Information

With the exception of formally advertised sealed bid procurements (i.e., Invitations for bid (IFB)) all cost and pricing information received by YCTD in negotiated procurements is to be treated as confidential. Similar treatment shall be afforded to all technical data received in response to Requests for Proposals (RFP), with the exception of data contained in any contracts awarded by YCTD.

No employee, officer, director, or agent of YCTD shall use such confidential information for the actual or anticipated benefit for themselves, their relatives, or persons with whom they have a common financial interest.

3. Disadvantaged Business Enterprises (DBE)

YCTD is committed to complying with Federal Transit Administration (FTA) requirements in 49 CFR Part 26 to take necessary and reasonable steps to ensure that Disadvantaged Business Enterprises (DBE's) are afforded the maximum opportunity to participate in the performance of contracts which are financed in whole or in part with federal funds. YCTD's DBE program is detailed in a separate document, the YCTD Plan for Utilization of Small Businesses Owned and Controlled by Disadvantaged Individuals, dated July 28, 2021, and any subsequent revisions.

4. Equal Employment Opportunity (EEO) Policy

All invitations for Bids and Requests for Proposal issued by YCTD shall require the Bidder or Proposer to certify that:

- a. It does not discriminate against any employee or applicant for employment, because of race, religion, sex, age, creed, color, disability, or national origin;
- b. It complies with all Executive Orders and federal, state, and local laws regarding fair employment practices and non-discrimination in employment; and
- c. It agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

5. Purchase Thresholds and General Guidelines

5.1 Dividing Procurements Prohibited

The Requirements outlined in this section apply to the total purchase of supplies, equipment, materials, construction or services. Related parts of procurement are not to be divided for the express purpose of avoiding bidding requirements.

5.2 Micro-Purchases

Micro-purchases are those where the total cost including applicable taxes and delivery fees are no more than the applicable Federal Acquisition Regulations (FAR) threshold for micro-purchases established in 48 CFR Part 2 Subpart 2.1- (currently \$10,000, as provided by Office of Management and Budget Memorandum M-18-18 dated June 20, 2018—any applicable revisions to the threshold shall automatically apply to this policy). Requesters of Micro Purchases shall prepare a Purchase Requisition that describes the proposed purchase's purpose, the specifications of the goods or services required, and the funding source or sources for the purchase (e.g., administrative budget, program budget or a specific grant). The Purchase Requisition may be in any format approved by the Finance Director. All purchase requisitions must be approved by the Deputy Director responsible for the program area of the proposed purchase or their designee. Board approval is not required for Micro-purchases.

Micro-purchases may be made without obtaining competitive quotations if the authorized purchaser considers the price to be fair and reasonable. YCTD shall distribute micro-purchases equitably among qualified suppliers.

Micro-purchases are exempt from Buy America requirements. The Davis-Bacon Act currently applies to construction contracts over \$2,000.

Purchase approval documentation shall include a determination that price is fair and reasonable and how that determination was derived. Micro-purchases completed through the California State Cooperative Purchase Program administered by the California Department of General Services may be assumed to be based on competitive quotations and do not require additional documentation.

5.3 Simplified Acquisition Purchases within Federal Simplified Acquisition Threshold

Simplified Acquisition Purchases are those where the total cost including applicable taxes and delivery fees are more than the federal Micro-purchase threshold (currently \$10,000) and below the federal Simplified Acquisition Threshold, as identified in Federal Acquisition Regulations in 48 CFR Part 2 Subpart 2.1, currently \$250,000 (as provided by Office of Management and Budget Memorandum M-18-18 dated June 20, 2018-- any applicable revisions to the threshold shall automatically apply to this policy), and where the YCTD chooses not to prepare a formal invitation for bids or request for proposals.

Requesters of Simplified Acquisition Purchases shall prepare a Purchase Requisition that describes the proposed purchase's purpose, the specifications of the goods or services required, and the funding source or sources for the purchase (e.g., administrative budget, program budget or a specific grant). The Purchase Requisition may be in any format approved by the Finance Director. All purchase requisitions must be approved by the Deputy Director responsible for the program area of the proposed purchase or their designee, and the Executive Director or their designee.

Simplified Acquisition Purchases require written price or rate quotes from at least three vendors, if available. If fewer than three vendor quotes are obtained, there shall be a written explanation in the procurement file as to the steps taken to try to obtain three quotes and why fewer were documented. Standing price quotations may be used if the pricing information is current and YCTD obtains the benefit of maximum discounts available before finalizing the purchase.

Simplified Acquisition Purchases completed through the California State Cooperative Purchase Program or that access contracts negotiated by other California local government jurisdictions using competitive processes, may be considered to have met the competitive purchase requirements of this section.

Simplified Acquisition Purchases that are within Board-approved budgets may be approved by the Executive Director and do not require separate YCTD Board of Directors approval.

Per FTA guidelines, Simplified Acquisition Purchases above the Micro-purchase threshold that involve bids or proposals require a separately documented "Independent Cost Estimate" (see applicable paragraph below).

If YCTD determines that purchases within the Simplified Acquisition Threshold can best be procured through the formal procedures of an invitation for bid or request for proposals, the Formal Purchases provisions below shall apply.

5.4 Formal Purchase Procedures Applying above the Simplified Acquisition Threshold

Purchases of amounts above the Simplified Acquisition Threshold identified in Federal Acquisition Regulations (currently \$250,000) require a formal Invitation for Bid (IFB) or Request for Proposal (RFP) competitive procurement process, unless an exception allowing for Non-competitive negotiated procurements applies (see Section below).

YCTD may also choose to apply formal purchase procedures to procurements below the Simplified Acquisition Threshold when the Executive Director determines such course of action to be beneficial to YCTD.

All solicitations must meet the standards contained in the current version of FTA Third Party Contracting Guidance (Circular 4220.1F) or its successor documents, including, but no limited to:

- a. Provide clear descriptions, nonrestrictive specifications (with performance and quality specifications preferred over detailed product specifications) and clear contractor selection procedures. When it is impractical or uneconomical to provide a clear and accurate description of the technical requirements of the property to be acquired, a “brand name or equal” description may be used to define the performance or other salient characteristics of a specific type of property. In such cases, YCTD shall identify the salient characteristics of the named brand that offerors must provide.
- b. Prior to issuing an IFB or RFP, or contract, YCTD shall ensure that the document is reviewed by an attorney or procurement specialist familiar with federal, state and local procurement laws and regulations, and must be approved the Executive Director and for values above the Simplified Acquisition Threshold, the YCTD Board of Directors. A YCTD staff analysis completed prior to the submission of the proposed IFB or RFP shall state whether the proposed document conforms to the most current version of the FTA Third Party Contracting Guidance (Circular 4220.1F), FTA Award Management Requirements (Circular 5010.1E), and with the best practices identified in the most current version of the FTA Best Practices Procurement & Lessons Learned Manual, or their successor publications. If there are proposed departures to those practices or innovations not covered by those documents, the staff analysis shall document the rationale for those departures or innovations and any consultation that has taken place with the Federal Transit Administration.
- c. Per the FTA Best Practices Procurement and Lessons Learned Manual Section 4.6, once bids or offers are received and prior to award of Formal Purchases above the Simplified Acquisition Threshold, a recipient must develop a cost or price analysis to ensure that YCTD does not agree to unreasonably high prices or unrealistically low prices that might result in contractor nonperformance or a substantial cost overrun.
- d. No awards of federally funded contracts may be made to any contractor or partner listed as ineligible on the federal Excluded Parties List System,

currently located at www.sam.gov. YCTD staff shall screen all contractors and partners on proposals for federally funded contracts for presence on the Excluded Parties List System prior to evaluation of bids and proposals, and again prior to award.

5.5 Independent Cost Estimates

Per FTA guidelines presented in the FTA Best Practices Procurement & Lessons Learned Manual, a separately documented independent cost estimate shall be performed on procurements over \$10,000 prior to receiving bids or proposals. The extent of the cost estimate will depend on the type of procurement being pursued. An independent estimate can be obtained from different sources including the following: 1. Published competitive prices 2. Results of competitive procurements 3. Historical prices and trends 4. Estimates by in-house estimators 5. Estimates by outside estimators. If there is a choice of lease versus purchase of equipment or other acquisition alternatives, the independent cost estimate shall analyze the lifecycle cost of each identified alternative.

For Micro-purchases, the purchaser must certify that the price paid is fair and reasonable—this may be based on such facts as recent competitive purchases by YCTD or other agencies; catalogue prices of commercial items sold in substantial quantities to the general public; or the buyer's personal knowledge of prices posted by vendors for the item; etc.

5.6 Sole Source Procurement for Capital Maintenance Items

YCTD may without prior FTA approval, procure an associated capital maintenance item eligible under Section 9 (j) of the Federal Transit Act, as amended, 49 U.S.C. App. Section 1607a(j), and contract directly with the original manufacturer or supplier of the item to be replaced, provided YCTD first certifies in writing to the FTA that:

- a. Such manufacturer or supplier is the only source of such item;
- b. The price of such item is no higher than the price paid for such item by like customers; and
- c. Provided that the grant recipient complies with applicable Buy America statutory and regulatory requirements.

5.7 Non-Competitive Negotiation

By California statute, formal procurements by Non-Competitive Negotiation are permitted only under one of the following circumstances:

- a. If, after rejecting bids, YCTD's Board of Directors determines and declares by resolution approved by a two-thirds vote of all its members that in its opinion the supplies, equipment and materials may be purchased at a lower price in the open market, the Board may authorize the purchase of the supplies, equipment and materials in the open market without further observance of the provisions requiring contracts, bids or notices. To utilize this provision, the specifications for the procurement must remain the same and the bid, which

is ultimately accepted, must be less than the lowest monetary bid received through the formal procurement process.

- b. In case of great public calamity, such as extraordinary fire, flood, storm, epidemic or other disaster, YCTD's Board may, by resolution passed by a two-thirds vote of all its members declare and determine that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health or property, and thereupon proceed to expend or enter into a contract involving the expenditure of any sum needed in such emergency without observance of the provisions requiring contracts, bids or notice.

Additionally, federal regulations require that one or more of the following conditions be met (see Best Practices Procurement Manual Section 2.8):

- a. There is a public exigency or emergency that does not allow time for competitive negotiation.
- b. The Federal Transit Administration (FTA) authorizes a non-competitive negotiation.
- c. The item(s) is available only from a single source, as a matter of fact and not as a matter of preference or convenience.
- d. After solicitation of a number of sources, competition is determined to be inadequate.
- e. The item to be procured is an associated capital maintenance item procured directly from the original manufacturer or supplier or the item is to be replaced after written certification to FTA that:
 - 1) The manufacturer or supplier is the only source for the item, and
 - 2) The price of the item is no higher than the price paid by other similar customers.
- f. A contract amendment or change order is needed that is not within the scope of the original contract.

5.8 Procurement Records

YCTD shall maintain records relating to each procurement for at least three years after final payments are made and all outstanding issues closed associated with the procurement. At a minimum, these records shall include as applicable:

- a. The rationale for the method of procurement
- b. Selection of contract type
- c. Reasons for contractor selection or rejection, and
- d. The basis for the contract price.

6. Purchase Orders

Purchase Orders represent a commitment by YCTD to make a purchase. Purchase Orders may only be generated through YCTD's official financial systems by the Finance Director or their designee, based on information provided in an approved purchase requisition.

Prior to issuing a Purchase Order, the Finance Director or their designee is responsible for certifying:

- a. That there are sufficient budgeted funds available to support the purchase;
- b. That the price to be paid has been determined to be fair and reasonable; and
- c. That the purchase complies with FTA and other applicable laws and regulations.

7. Emergency Acquisitions

For internal control purposes, deviations from the process outlined in this section are permitted only in emergency situations, as determined by the Executive Director or their designee. Emergency procurements are those which, due to unusual circumstances beyond the control of the requisitioner, cannot be foreseen or otherwise provided for in the routine manner, but which must be accomplished without delay. Emergencies usually involve urgent repair of revenue vehicles, facilities or utilities, correction of unsafe conditions, which if left uncorrected would result in immediate financial loss, and the like.

When a purchase order is issued in an emergency situation, the responsibility for following through with a Purchase Requisition is not relieved. A properly executed and approved Purchase Requisition must be provided in order to complete the requisition. When an emergency arises, the requester may inform the Finance Director or their authorized designee of the requirements, including the vendor's name and the approximate amount of the procurement. It is then the responsibility of the requisitioner to coordinate completion of the confirming Purchase Requisition. If the requester does not know which vendor will be used, the Finance Director or their authorized designee shall be notified as soon as a vendor is located.

In instances where a valid emergency exists and material may be obtained after normal working hours, the requester may follow one of the several options:

- a. Make the purchase from a firm willing to accept an oral Purchase Order,
- b. Make the purchase using a Agency purchasing card, pursuant to YCTD's purchasing card policy provided below.
- c. The employee may make an emergency purchase using personal funds and submit the expense for reimbursement, pursuant to YCTD's employee expense reimbursement policy.

The Executive Director shall notify the YCTD Board of Directors as soon as practicable whenever Emergency Acquisition procedures are applied.

8. Protest Policies and Procedures

The Executive Director shall make every effort to award contracts in compliance, with state, Federal and local regulation. Bidders who feel that a contract has been or may be, awarded improperly shall have the right to protest the specifications and/or contract award in compliance with applicable local state and Federal regulations.

8.1 Filing Protest

Protests dealing with restrictive specifications or alleged improprieties in the solicitation must be filed no later than five working days prior to bid opening or closing date for receipt of proposals. Any other protest must be filed no later than five working days after award of contract.

Protests shall be in writing and addressed to the Executive Director.

The protest shall contain a statement describing the reasons for the protest and any supporting documentation. Additional materials in support of the initial protest will only be considered if filed within the time limit specified in this section. The protest shall indicate the ruling or relief desired from YCTD.

8.2 Confidentiality

Materials submitted by a protester shall not be withheld from any interested party, except to the extent that the withholding of information is permitted or required by law or regulation. If the protest contains proprietary material, a statement advising of this fact may be affixed to the front page of the protest document and the alleged proprietary information must be so identified wherever it appears.

8.3 Withholding of Award

When a protest is filed before opening of bids, the bids will not be opened prior to resolution of the protest, and when the protest is filed before award, the award will not be made prior to resolution of the protest, unless YCTD determines that:

- a. Items to be procured are urgently needed, or delivery or performance will be unduly delayed by failure to make award promptly; or
- b. Failure to make award will cause undue harm to YCTD.

In the event an award is to be made while a protest is pending, the Federal Transit Administration shall be notified if Federal funding is involved.

8.4 Processing the Protest

- a. YCTD shall respond to the protestor within five working days of receiving the protest. A conference on the merits of the protest may be held with the protester.
- b. Any additional information required by YCTD from the protester shall be submitted as expeditiously as possible, but no later than three days after receipt of such request.

8.5 Notification

YCTD shall notify the protester of its decision no later than ten days following receipt of all relevant information.

8.6 Appeal

If a protester is not satisfied with the decision made by YCTD, and Federal funds are involved, the protester may file protest with the Federal Transit Administration. Review by FTA will be limited to:

- a. Violation of Federal law or regulations.
- b. Violation of YCTD's protests procedures described herein, or failure by YCTD to review protest.

Protests must be filed with FTA (with a concurrent copy to YCTD) within five days after YCTD renders a final decision, or five days after the protester knows, or has reason to know, that YCTD failed to render a final decision. After five days, YCTD will confirm with FTA that FTA has not received protest on the contract in question.

YCTD shall not be responsible for any protests not filed in a timely manner with FTA.

Yolo County Transportation District (YCTD)

Purchasing Card Policy

Proposed Amendment September 9, 2024~~Adopted as of February 14, 2022~~

Purpose: The purpose of this policy is to promote the responsible use of purchase cards as an efficient method to pay for low cost and emergency purchases in accordance with YCTD procurement policies.

Policy

1. The Purchasing Card may be used for work-related purchases under the small purchase threshold established by this policy that are not specifically excluded by this policy, and for larger purchases specifically authorized by this policy.
2. The Purchasing Card shall not be used to:
 - a. Pay for any non-work-related expenses, even if the employee intends to reimburse YCTD.
 - b. Circumvent YCTD procurement policies or to obtain goods or services normally obtained through purchase order
 - c. Obtain cash.
 - d. Any other purchases that may be prohibited by law, regulation, or policy, including expenses deemed unallowable under federal guidelines contained in 2 CFR Part 200, Subpart E. Such costs ~~include, but~~include but are not limited to.
 - i. Alcoholic beverages;
 - ii. Entertainment expenses (unless as part of a registration fee) and entertainment expense for guests;
 - iii. Incidental expenses, which include personal expenses incurred during travel that are for the benefit of the employee and not directly related to the official purpose of the travel. Examples include, but are not limited to, the purchase of personal hygiene items, magazines, books, movie rentals, and other miscellaneous items;
 - iv. Political expenses;
 - v. Travel insurance expenses;
 - vi. The cost of traffic fines and parking tickets.

3. Purchases larger than \$500 may be made with prior written approval (e-mail is sufficient) of the Executive Director or their designee(s), for:

- a. Employee business-related travel, training, and conference registrations;
- b. Items that are needed on an emergency basis, or where immediate payment would allow YCTD to avoid late fees or penalties;
- c. Reference materials, and authorized software licenses, and subscriptions where use of the Purchasing card is more convenient than other procurement processes.

4. Cardholder responsibilities: The cardholder is the individual whose name is printed on the purchase card. Individual cardholders are responsible for:

- a. Ensuring that the card issued to them is not used for unauthorized transactions.
- b. Maintaining proper documentation and receipts for all transactions;
- c. Reviewing and certifying the correctness and business necessity of transactions listed on the monthly statements;
- d. Maintaining the security of the physical purchasing card, the account number, the expiration date, and security code.
- e. Resolving exceptions and disputes directly with vendors or the Purchasing card issuer.
- f. Promptly notifying the bank and Program Administrator of any suspicious transactions.

5. YCTD Purchasing Card Program Administrator: The YCTD Executive Director or their designee shall serve as YCTD's Purchasing Card Program Administrator. The Purchasing Card Program Administrator is responsible for:

- a. Determining which staff will be issued Purchasing cards.
- b. Establishing internal controls, including designating employees to:
 - i. Confirm items listed on Purchasing Card statements are for expenditures authorized under this policy (including initials or signature and date of employee conducting the review, for audit trail purposes);
 - ii. Enter transactions into YCTD's accounting system of record;
 - iii. Pay monthly Purchasing Card bills.

6. Fuel Cards: YCTD may elect to initiate a Fuel Card program, which would provide for purchasing cards to be checked out or stored in YCTD vehicles for the sole purpose of purchasing fuel for those vehicles. Such cards may be used only for fuel or vehicle maintenance supplies purchased at the fuel station. Such cards may not be used for purchase of personal items or fuel for any other vehicle aside from the one the card is assigned to.

7. Use of Personal Credit Cards for District-Related Business: Employees are generally prohibited from using personal credit cards to make purchases on behalf of YCTD. All District-related purchases should be made using the YCTD-issued purchasing card or other approved YCTD payment methods.

Exceptions:

- 1. Prior Approval:** The employee must obtain approval from their supervisor before making the purchase. If prior approval is not possible due to the nature of the emergency, the employee must inform their supervisor as soon as possible afterward.
- 2. Reimbursement:** YCTD will reimburse the employee for the approved purchase. The employee must submit a reimbursement request with appropriate documentation, including the supervisor's approval and the receipt for the purchase.
- 3. Documentation:** The employee must provide a written explanation detailing the reason for using a personal credit card, the nature of the emergency, and why YCTD payment methods were not utilized.

Failure to comply with these requirements may result in the denial of reimbursement and potential disciplinary action.

Yolo County Transportation District (YCTD)
Travel and Expense Reimbursement Policy
Proposed Amendment September 9, 2024~~Adopted as of February 14, 2022~~

1. YCTD Adheres to Federal Travel Guidelines published by the U.S. General Services Administration (GSA).

Links to GSA travel policies can be found at <https://www.gsa.gov/travel-resources>. Any requests for exceptions to those guidelines must be approved in writing by the YCTD Executive Director or their designee. Reimbursement can be provided only for expenses meeting an approved business need.

2. Pre-Authorization for Training and Air and Overnight Travel Expenses – Advance Approval Required via YCTD Travel Pre-Authorization Form (or equivalent)

All requests for employee training and air and overnight travel expenses to be paid for or reimbursed by YCTD require approval in advance using the attached **YCTD Expense Pre-Authorization Form**, obtainable in Excel from YCTD administrative staff. Approval may be by physical or electronic signature, or through email concurrence where the text of the email includes all the relevant information from the form.

3. How to get Reimbursed

Reimbursement requests should be submitted to the Executive Director or their designee **Employee** within 30 days after expenses are incurred. Attach a copy of approved pre-authorizations, along with all applicable receipts.

4. Ground Transportation/Local Travel

Written pre-authorization documentation is not required for local ground transportation with no overnight stay involved. Employees should still provide advance notification to their supervisor or management of such travel and its business purpose. Reimbursement will require supervisor approval and applicable receipts. Routine commuting expenses to and from the office are not reimbursable.

For non-commute business use of a personal vehicle, attach map showing miles driven and apply current GSA POV rate. The rate as of January 2022 is \$0.585/mile. The current rate may be confirmed at: <https://www.gsa.gov/travel-resources>.

0. Air Travel

For air travel, YCTD will reimburse for economy class on the most economical routing that meets business needs without significant change and cancellation fees. Include a copy of the

proposed itinerary with a cost quote in your authorization request. Employees may coordinate with Finance staff to purchase airfare using a YCTD credit card. Employees may also purchase airfare for themselves and seek reimbursement after the travel is complete.

1. Travel Change and Cancellation Fees

If an employee seeks reimbursement for change and cancellation fees, the employee must submit a written explanation for the reason/business need for the itinerary change or cancellation.

2. Choosing between different modes of travel (e.g. flying versus driving).

In choosing between travel modes (e.g. by air versus driving), the employee should determine the most reasonable and cost-effective mode of transportation. In situations where employees would normally travel by air, but an employee chooses to drive instead, reimbursement will be the lower of the two options, driving or flying.

3. Combining Business with Personal Travel

For a trip combining business and personal travel, the employee must obtain quotes for what the business trip would have cost by itself, versus the extra cost of adding business travel to their personal itinerary. The employee may be reimbursed the lesser of those two amounts. The employee is responsible for attaching this analysis to their travel reimbursement request.

4. Hotels/Lodging

YCTD follows federal GSA guidelines regarding maximum rates for hotels, found [at https://www.gsa.gov/travel-resources](https://www.gsa.gov/travel-resources). Reimbursement for hotel rates above the GSA maximum require justification. Allowable justifications include use of conference rates at a conference hotel or documentation showing that a lower rate could not be found close to the work location. Non-conference rates higher than GSA maximum require pre-approval from the YCTD ~~Finance~~ Director [of Finance & Administration](#).

5. Meals and incidental expenses (for overnight travel only)

Use GSA M&IE rate for your destination (found [at https://www.gsa.gov/travel-resources](https://www.gsa.gov/travel-resources)). No receipts are required. Use 75% rate on travel days. If you combine travel with vacation, do not claim M&IE for personal days. No per-diem is provided for same day travel or training with no overnight stay. If you receive meals from hotel or conference, deduct the GSA value of those meals from your reimbursement claim. Each city in the federal rate guide has a dollar value for the full day depending on the relative cost of meals in that jurisdiction. Once you obtain the total dollar value, you can refer to the GSA Meals per-diem table determine the rates for each meal and incidentals.

M&IE Total	Breakfas t	Lunch	Dinne r	Incident al	1st & Last Day
\$59	\$13	\$15	\$26	\$5	\$44.25
\$64	\$14	\$16	\$29	\$5	\$48.00
\$69	\$16	\$17	\$31	\$5	\$51.75
\$74	\$17	\$18	\$34	\$5	\$55.50
\$79	\$18	\$20	\$36	\$5	\$59.25

6. Other Travel Expenses Reimbursed via Actual Costs

Other reasonable business-related travel expenses are reimbursable based on actual costs, including parking fees, bridge tolls, business-related Internet access, copying charges, and fuel for YCTD vehicles. Note that fuel for business use of private vehicles is not separately reimbursable because that cost is already covered by the private vehicle mileage allowance. If a YCTD vehicle has a YCTD-issued fuel card associated with it available for use, employees should use that card for refueling rather than paying for fuel themselves and seeking reimbursement.

7. Receipts

No receipts are needed for expenses included in per-diem (i.e. meals), tolls, public transit, parking meter payments, or other itemized under \$10. Receipts are needed for all other claimed expenses over \$10, including airfare, itemized hotel bill, taxi, car rental, parking garage, etc.

8. Non-Travel Employee Expenses

Employees may be reimbursed for reasonable work-related field expenses of up to \$200 from a single vendor, for items that could not be purchased through standard purchasing channels, with written approval from the YCTD Director of Finance & Administration. Employees must seek prior written approval by e-mail or text, except in case of emergency when there is an urgent business need, in which case after-the-fact approval should be sought and received as quickly as possible. Exceptions to the \$200 limit with sufficient justification may be approved on a case-by-case basis by the Director of Finance & Administration ~~Finance Director~~. Employees should attach a copy of their approval to their reimbursement request.

9. ~~14.~~ Food

Food for routine internal staff meetings, celebrations and holiday parties may be provided or solicited on a voluntary basis from YCTD staff but would not normally be reimbursed by YCTD unless specifically authorized by the YCTD ~~Finance~~ Director of Finance & Administration.

Reimbursement for the reasonable cost of refreshments for employee recognition events and meetings involving non-YCTD staff may be reimbursed, with pre-approval from the YCTD ~~Finance~~ Director of Finance & Administration.

10. ~~15.~~ Non-Reimbursable Expenses

YCTD will not reimburse for travel or other expenses deemed unallowable by the federal government in 2 CFR Part 200, Subpart E. Non-reimbursable expenses include, but are not limited to, the following:

- a. Alcoholic beverages;
- b. Entertainment expenses (unless as part of a registration fee) and entertainment expense for guests;
- c. Incidental expenses, which include personal expenses incurred during travel that are for the benefit of the employee and not directly related to the official purpose of the travel. Examples include, but are not limited to, the purchase of personal hygiene items, magazines, books, movie rentals, and other miscellaneous items;
- d. Political expenses;
- e. Travel insurance expenses;
- . The cost of traffic fines and parking tickets.

Employees will be held responsible for unauthorized YCTD costs incurred for the employee's personal preference or convenience.

11. ~~16.~~ Cash Advances

Due to the extra accounting work required by issuing cash advances, it is YCTD policy not to provide advances to employees prior to travel, unless exceptional circumstances apply. Any request for an advance must be approved by the YCTD Director of Finance & Administration ~~Director~~.

12. Personal Payment Methods

Employees are prohibited from using personal credit cards or any other personal payment methods to pay for YCTD-related expenses. Such expenses must be processed through approved payment methods, such as YCTD credit cards or direct billing accounts.

Exceptions to this rule are permitted only under the authorization of the YCTD Executive Director or their designee. Any authorized exceptions must include a clear justification and will be temporary, with the expectation that the employee transitions to using YCTD-approved payment methods as soon as possible.

COMMUNICATION: YOLO COUNTY TRANSPORTATION DISTRICT
350 Industrial Way, Woodland, CA 95776 (530) 661-0816

Topic: Approve Resolution 2024-20 , Authorizing Staff to Change the Title and Job Description of the Finance Associate classification.	Agenda Item#:	<h1>4e</h1>
	Agenda Type:	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
Prepared By: Chas Ann Fadrigo		Meeting Date: September 9, 2024

RECOMMENDATION:

Approve Resolution 2024-20, changing the title of the “Finance Associate” classification to “Finance and Administrative Assistant” to better reflect the duties which now include both finance and administrative responsibilities.

BACKGROUND:

The Finance Associate classification was established in 1994 and had several revisions to the job descriptions with the latest one being December 2021. In fiscal year 2023-2024, the Board approved adding one (1) additional full-time equivalent (FTE) position to support various functions in Finance due to a significant increase in federal grants awards and compliance reporting requirements, procurements, and transitioning payroll and human resources related functions from the County. The position was also intended to serve as a backup to the Executive Assistant/Clerk of the Board for office management and customer service area.

Significant changes in staff and operations over the past year led to an assessment of resource allocation. As a result, the Finance Associate classification will handle more administrative support duties, including customer service, previously managed by the Executive Assistant/Clerk of the Board classification. The Executive Assistant/Clerk of the Board will focus more on supporting the Executive Director and on clerk-related duties, now becoming backup support to the Finance Associate.

YoloTD’s personnel policies require that any change to the title and responsibilities of a job description require approval by the Board of Directors.

DISCUSSION & ANALYSIS:

The proposed amendment includes the following changes:

- 1. Job Title** – Change from “Finance Associate” to “Finance and Administrative Assistant” to reflect supporting both the finance and administrative needs of the agency that include

front counter customer service duties, and support for Human Resources and Risk Management functions.

2. **Job Description** – Incorporate the Administrative functions specifically related to customer service front counter support and office management. The functions to be added to the job description include:

Office Management/Customer Service

- Respond to Customer Service requests including sales and information at the front counter, by phone and by email (approx. 3-5 requests per day)
- Answer phone calls and welcome visitors, identify the purpose of their visit before directing them to the appropriate department.
- Build and maintain positive working relationships with co-workers, Board and committee members, staff at other agencies, businesses, and the public using principles of good customer service.
- Assist with maintaining a safe, welcoming, and professional office, including office related services, equipment and supplies. Prepare purchase order requests for office supplies and equipment
- Manage maintenance procedures and contracts for office equipment

BUDGET IMPACT:

None. One (1) full-time equivalent (FTE) Finance Associate position was approved with the FY 2024-2025 annual budget and workplan.

Attachments:

1. Resolution 2024-20
2. Finance Associate Job Description – Proposed Amendments with redline

**YOLO COUNTY TRANSPORTATION DISTRICT
RESOLUTION NO. 2024-20**

**RESOLUTION AUTHORIZING CHANGES TO THE “FINANCE ASSOCIATE”
CLASSIFICATION**

WHEREAS, the Yolo County Transportation District (YoloTD) has reviewed the current responsibilities and roles of the Finance Associate position;

WHEREAS, the Board of Directors recognizes the need to update the job title and functions to better align with YoloTD’s operational needs;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Yolo County Transportation District hereby approves the following changes to the job title and description of the Finance Associate position:

1. Job Title Change:

Change the job title from "Finance Associate" to "Finance & Administrative Assistant."

2. Updated Job Functions to include:

Responding to customer service requests, maintaining office equipment and supplies, welcoming visitors, and maintaining a professional office environment. The role to also involves building positive relationships with the staff, Board members, and the public.

RESOLVED FURTHER, that the Executive Director of the District or designee is authorized to make all necessary updates to the title and job description and implement these changes.

PASSED AND ADOPTED by the Board of Directors of the Yolo County Transportation District, State of California, this 9th day of September 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Josh Chapman, Chair
Board of Directors

ATTEST:

Norma Alley, Clerk of the Board
Board of Directors

By _____
Kimberly Hood, District Counsel

FINANCE & ADMINISTRATIVE ASSISTANT,

(Previously named Finance Associate)

Last Revised: December 2021

Proposed Amendment September 9, 2024

Deleted: IAL

Deleted: ASSOCIATE

Definition:

Under general supervision, performs a variety of clerical and technical duties related to accounting, office management, customer service, and administrative support. This role involves handling financial transactions, attending to office requirements, providing customer service and cash receipts management. The Finance & Administrative Assistant supports other Finance & Administrative staff with a wide range of accounting tasks, databases, and records maintenance, and assists with special projects as assigned. The position requires the use of initiative and independent judgment.

Deleted: Under general supervision, to perform a wide variety of responsible clerical and technical accounting, maintenance and processing of accounting records and financial transactions.

Supervision received and exercised:

The Finance & Administrative Assistant reports to the Director of Finance & Administration and may work under the guidance of the Accountant series.

Essential Job Functions:

Accounting and Financial Management

- Performs a range of accounting tasks, including processing payments, assisting with accounts payable and receivable, and payroll.
- Maintains financial records, prepares reports, and ensures compliance with District policies and procedures.
- Conducts reconciliations and handles cash management activities.

Deleted: rocess accounts payable, accounts receivable, and payroll...

Office Organization and Customer Service

- Provides customer service at the front counter, via phone, and email, addressing inquiries and requests and routing inquiries to other staff where appropriate.
- Assists with maintaining a safe, welcoming, and professional office, including office related services, equipment and supplies. Prepare purchase order requests for office supplies and equipment.

Deleted: cess incoming payments by cash, check, credit card, and EFT...

- Sends and receives mail, including regular trips to/from nearby post office to fulfill customer service orders. An agency vehicle is provided for these trips.

- Acts as a backup support for the Executive Assistant/Clerk of the Board in related duties.

Deleted: Distribution and billing of Yolobus fare media.

-

Deleted: Prepare accounting and statistical reports.

Administrative and Support Functions

- Assist with Human Resources and Risk Management tasks, including assisting with recruitments, maintaining personnel records, and supporting safety, training and compliance initiatives.
- Prepare purchase orders and manage office equipment maintenance needs.
- Perform other related duties as assigned.

Deleted: <#>Ensure compliance with internal accounting procedures
Count fare box revenue and prepare money for deposit
Perform various reconciliations
Courteously and professionally provide customer service information to the public at the front counter
Perform administrative and other tasks as needed.

Qualifications/Skills:

Experience:

- At least two years of accounting/bookkeeping or experience supporting Payroll, Accounts Payable, Accounts Receivable, Audit and Financial reporting functions is required.
-
- At least two years of customer relations experience working with the public, in person, over the telephone and by email is required.
- At least one year of customer service experience handling cash and cash reconciliation, data processing, and data entry using a computer-based customer information system is required.
- Human Resources, Records Retention Management, Risk Management, and public sector experience is desired.

Deleted: Two years of experience working with payroll, accounts receivable and accounts

Education:

Graduation from high school or equivalent required. College coursework or certificate program in business or training related to customer service and cash handling procedures is desirable.

Deleted: Minimum high school diploma or GED equivalent. Accounting/bookkeeping course work beyond the high school

Knowledge and Ability:

- Knowledge of governmental accounting principles and best practices.
- Proficiency in customer relations techniques for interacting with the public in person, by phone, and via email.

Deleted: level is preferred.

- Understanding of standard office practices, record-keeping, and operation of office equipment.
- Proficiency in Microsoft Office Suite and other relevant computer applications including payment processing systems.
- Strong mathematical skills and accurate arithmetic calculations.
- Ability to communicate effectively in business English, including correct spelling, grammar, and punctuation.
- Skill in handling customer service operations, including managing inquiries and complaints.
- Capability to interpret, explain, and apply policies and procedures.
- Accurate and efficient data entry and maintenance of financial records.
- Use of independent judgment within procedural guidelines.
- Ability to build and maintain positive working relationships with co-workers, District staff, and the public.
- Effective oral and written communication skills, including managing interactions with challenging individuals.
- Bilingual Spanish skills are desirable but not required
-

Additional Requirements

Physical Requirements: Ability to work in a standard office environment which may involve prolonged sitting, bending and operation of typing, word processing, and other office equipment; and some walking and occasional lifting of up to twenty five pounds.

Driver's License: A Valid California Driver's License is required.

YCTD is an Equal Opportunity Employer.

Deleted: <#>Understanding of GAAP and governmental accounting principles¶
 Familiarity with accounting software, Microsoft Excel, and Microsoft Outlook¶
 Ability to learn and utilize special financial software and accounting systems¶
 Financial record keeping and bookkeeping practices and techniques¶
 Excellent attention to detail and accuracy in entering financial data¶
 Outstanding math and research skills¶
 Working with confidential data¶
 Proficiency with 10-key typing and data entry¶
 Deadline-driven with excellent time management ability¶
 Bilingual skills a plus

Deleted: ¶

BOARD COMMUNICATION: YOLO COUNTY TRANSPORTATION DISTRICT

350 Industrial Way, Woodland, CA 95776---- (530) 661-0816

Topic: Appoint Frank Reyes as an At-Large Member of the Citizens Advisory Committee	Agenda Item#: Agenda Type:	5
		Action
Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No		Meeting Date: September 9, 2024
Prepared By: A. Bernstein		

RECOMMENDATION:

Appoint Frank Reyes, a resident of Woodland, to serve as an At-Large Member of the YoloTD Citizens Advisory Committee.

BACKGROUND:

The YoloTD Citizens Advisory Committee (CAC) is composed of individuals who reside within the YoloTD district boundaries. There are five appointees from the five member jurisdictions, plus two at-large members.

The purpose of the CAC, as described in the Bylaws, is to “*advise the Executive Director and the Board of Directors on fixed route transit, paratransit, microtransit and other alternative transportation services, developments and facilities affecting the District, including principles for route, schedule, and fare changes, and such other policy and service related matters which the Chair, Board, or Executive Director deem appropriate for Committee consideration.*”

Federal guidance -- and best practices in transportation planning – require that our Citizens Advisory Committee be representative of the communities we serve. Following the recommendation of the CAC, in February 2023 the YoloTD Board of Directors approved the creation of two additional “At Large” seats on the CAC, along with stipends to offset economic hardships that could be created by service on the committee. The Board action also created an Ad Hoc Committee of Directors Early and Loren to recommend changes to the criteria used to fill vacancies on the CAC.

In July 2023, the YoloTD Board of Directors approved changes to the By-Laws for the Citizens Advisory Committee (CAC) to:

- Update the criteria used to fill vacancies on the CAC, per the recommendation of the Ad Hoc Committee comprised of Directors Loren and Early;
- Incorporate policy changes approved by the Board at the February 2023 meeting, including the creation of two additional “At Large” seats and provision of stipends to CAC members.

After the Board’s action, YoloTD staff updated the recruitment and application materials for the CAC, in consultation with the existing CAC members. In November 2023, we launched an outreach effort aimed at recruiting applicants from populations currently underrepresented on the CAC. Applicants are being screened and interviewed on a rolling basis by a subcommittee composed of Director Jesse Loren, CAC Chair Lisa Baker, and Executive Director Autumn Bernstein.

The purpose of today’s action item is to advance Frank Reyes to fill one of the three vacant at-large seats on the Citizens Advisory Committee.

DISCUSSION:

Frank Reyes is a resident of Woodland, a parent, a UC Davis graduate, a former Unitrans driver and former member of the Unitrans Advisory Committee. He works as a Public Health Microbiologist for Contra Costa County. He commutes to work in Martinez by e-bike and Capitol Corridor train. Five days a week!

In his application to serve on the CAC, Frank said “if selected, I'm hoping to be more involved in the planning stages and maintenance of the countywide transit system so that it can provide equitable service to Yolo County citizens.”

In his interview, he discussed the importance of improving both transit and bicycle connections between the cities of Yolo County.

Frank identifies as a member of a minority group, a person who uses transit as their primary mode of transportation, and a parent.

Based on his application and his interview, the subcommittee unanimously recommends that Frank Reyes be appointed to the Committee.

Attachments:

- CAC Application
- LinkedIn Profile

FISCAL IMPACT:

None.

Citizens Advisory Committee Application

The Yolo

Transportation District (YoloTD) is seeking enthusiastic and engaged members of the community to join its Citizens Advisory Committee (CAC). The CAC is a group of volunteers who provide valuable input and feedback to the YoloTD staff on transportation issues affecting Yolo County and its residents.

As a member of the CAC, you will have the opportunity to:

- Provide feedback on current and proposed transportation projects and plans
- Help identify transportation needs and priorities in Yolo County
- Attend and participate in CAC meetings and workshops
- Collaborate with other CAC members and YoloTD staff to address transportation challenges and opportunities

We are looking for individuals who:

- Live or work in Yolo County
- Are interested in transportation issues and how they impact the community
- Are able to commit to attending regular CAC meetings
- Are able to communicate effectively and respectfully with others
- Are willing to work collaboratively and contribute constructively to discussions and decision-making

How to Apply:

Interested individuals may fill out the application below. Alternatively, individuals may download the application at YoloTD.org/JoinCAC and submit it via

- **Email:** Downloading the form and emailing it to hcioffi@yctd.org
- **In-Person/Mail:** Mailing or dropping off at the application at the YoloTD office located at [350 Industrial Way, Woodland CA, 95776](https://www.yctd.org/350-Industrial-Way-Woodland-CA-95776), Monday-Friday between 9:00 AM-4:00 PM (please be advised that the office is closed between 12:00-1:00 PM for lunch).

The recruitment process will be ongoing until positions are filled.

YoloTD values diversity and inclusion and encourages applications from individuals of all backgrounds and identities. If you have any questions about the CAC or the application process, please contact Heather Cioffi at hcioffi@yctd.org or (530) 402-2819.

Thank you for your interest in serving on the Yolo Transportation District Citizens Advisory Committee!

Full Name: *

Frank Reyes

Address: *

[Redacted]

Phone Number: *

[Redacted]

Email: *

[Redacted]

How long have you lived at your current address and/or Yolo County? *

12 years

Are you a current Yolobus rider (check one)? *

- Yes
- No

For which position are you applying? (If a jurisdiction, you must reside within that jurisdiction): *

- City of Woodland
- City of Davis
- City of Winters
- City of West Sacramento
- County of Yolo
- At Large

Why would you like to serve on this committee? *

As a former transit driver for Unitrans in Davis for 2 years I experienced first hand the benefits having a reliable and connected transit network can bring to a community. If selected, I'm hoping to be more involved in the planning stages and maintenance of the countywide transit system so that it can provide equitable service to Yolo County citizens.

What skills and experience can you bring to this committee? *

As a transit driver for Unitrans for 2 years I possess knowledge of the capabilities that traditional transit vehicles can provide.

Recently I was a member of the City of Davis Unitrans Advisory Committee where updates were provided by the Unitrans General Manager on a Quarterly schedule. The committee would then provide feedback on proposals to be sent to Davis City Council and provide feedback on service changes and on time performance reports.

In July 2023, the YoloTD Board of Directors adopted updated bylaws. These included goals to increase the diversity and representation of the committee. Do you meet any of the criteria below which have been identified as targeted areas of interest? (check all that apply): *

- As an individual from a minority group
- As an individual from a Tribal group
- As low-income
- As homeless and/or have experienced homelessness
- YoloBus riders and/or use public transit as their primary mode of transportation (including fixed-route, microtransit, and paratransit)
- As a person with disabilities
- Senior citizen, age 62+
- As a woman
- As a man
- As non-binary
- As a member of the LGBTQIA+ community
- As a student enrolled in high school, college, continuing education and/or trade school
- As a parent, caregiver, legal guardian, and/or conservator
- As an advocate for bicycling, walkability, parks, and/or trails
- As someone who works with or advocates for on behalf of transit-dependent and low-income populations
- Other:

This content is neither created nor endorsed by Google.

Google Forms

Contact

www.linkedin.com/in/frank-reyes-420a3531 (LinkedIn)

Top Skills

Ion Chromatography
Quality Assurance
Quality Control

Languages

English

Certifications

Hazardous Materials Shipping
Public Health Microbiologist

Frank Reyes

Public Health Microbiologist
San Francisco Bay Area

Experience

CONTRA COSTA COUNTY PUBLIC HEALTH LAB

Public Health Microbiologist
January 2020 - Present (4 years 8 months)

City of Davis

Unitrans Advisory Committee
September 2017 - Present (7 years)
Davis, California

Heluna Health

Research Microbiologist
November 2018 - December 2019 (1 year 2 months)
Richmond, California, United States

Napa-Solano-Yolo-Marin County Public Health Laboratory

Public Health Lab Technician
October 2014 - November 2018 (4 years 2 months)

Customer service to clients including but not limited to: hospitals, small clinics, county health departments, and private citizens.

Quality assurance with various environmental tests adhering to CA ELAP regulations for bacteriological and chemistry testing.

Quality control monitoring with materials received and made in-house.

Monitoring CLIA and HIPAA compliance.

Representing the lab in commercial product testing with affiliated clinics.

Training new employees.

UC Davis Medical Center

Undergraduate Research Assistant
January 2011 - August 2013 (2 years 8 months)
UCDMC Vision Science and Advanced Retinal Imaging Laboratory

Performed image processing with the program ImageJ using grey scale images taken by AO and OCT imaging devices.

Assisting with data collection of patients with various eye conditions such as diabetic retinopathy and wet-AMD.

Shadowed Optometrists, Ophthalmologists and Opticians in a clinical setting.
Recruited and trained additional volunteers to replace myself.

Prevent Blindness Northern California

Accredited Volunteer

2010 - 2013 (3 years)

Various Locations, CA

Perform external eye examinations on children ages 3-6, measuring their visual acuity.

Trained and educated on how to identify Amblyopia, Strabismus, Conjunctivitis, Nystagmus, Trichiasis as well as Refractive Error.

Completed necessary paperwork when referrals were needed.

Trained and accredited to perform vision screenings and take Fundus photos of adults to provide early detection of glaucoma, AMD and diabetic retinopathy since 09/2012.

Education

University of California, Davis

Bachelor's degree, Neurobiology, Physiology and Behavior · (2009 - 2013)

BOARD COMMUNICATION: YOLO TRANSPORTATION DISTRICT
350 Industrial Way, Woodland, CA 95776---- (530) 661-0816

Topic: Approve Actions Pertaining to Grand Jury Report on Homelessness in Yolo County and Transportation Services to Fourth & Hope	Agenda Item#: Agenda Type:	6 Informational	
		Attachments:	<input checked="" type="radio"/> Yes <input type="radio"/> No
Prepared By: A. Bernstein		Meeting Date: September 9, 2024	

RECOMMENDATION:

1. Receive the Yolo County Civil Grand Jury Investigative Report entitled *Addressing the Issue of Homelessness in Yolo County; We Won't Be Left Behind*, including a finding that Fourth & Hope's East Beamer Campus in Woodland is difficult to access by public transit and that Yolo Transportation District should renew efforts to establish bus service there;
2. Authorize the Executive Director to submit the required response to the Grand Jury;
3. Direct staff to evaluate options for improving transportation to the East Beamer Campus.

BACKGROUND:

Overview of Grand Jury Report:

On June 20, 2024, the Yolo County Civil Grand Jury released a report entitled *Addressing the Issue of Homelessness in Yolo County; We Won't Be Left Behind*. The Grand Jury investigated the status of homelessness in Yolo County and found it to be a “multifaceted problem that is being dealt with, and funded by, a myriad of federal, state, county, city, and private organizations.”

The report outlines a series of Findings and Recommendations to improve services for people experiencing homelessness in Yolo County – including one finding and one recommendation that directly impact Yolo Transportation District.

Fourth & Hope's East Beamer Campus

The report highlights the limited transportation options to Fourth & Hope's East Beamer Campus, which provides an emergency shelter, permanent supportive housing and other services to people experiencing homelessness. Construction of the facility began in June 2020 and was first occupied in January 2021. Subsequent phases of construction have since been completed, are under construction or planned for the future. It is one of the largest such facilities in Yolo County. The current Operating Agreement between the City of Woodland and Fourth and Hope does not speak to transportation services, but according to City staff, transportation services could be incorporated into pending updates to the Agreement.

The shelter is located in the northeast corner of the City of Woodland. Surrounding uses include agricultural and industrial land, a biomass power plant and a Target distribution center. It is outside YoloTD's existing transit service area. The roadway network lacks sidewalks and shoulders to allow for a bus to safely pull over and drop off passengers. Similarly, the Campus's existing driveways and parking areas are not designed to facilitate movement of a full-sized city bus.

The campus currently houses 161 individuals in an overnight shelter and permanent supportive housing units. In October 2024, that number will grow to 221 with the opening of Walters' House, an in-patient addiction treatment

program. At full buildout, the community will house a total of 239 residents. These figures do not include staff, visitors and those who access services and programs available to non-residents.

Currently, the only means of public transportation to and from the Campus is a shuttle van operated by Fourth & Hope. This van travels the 1.3 miles between the campus and the nearest Yolobus stop on East Main Street. The van provides three round trips at 8:30 am, 12:30 pm and 3:30 pm, every day except Sundays. The van is operated by Fourth & Hope staff and is also used for transporting foods, supplies and other necessities. Additionally, the City's Homeless Services Manager provides rides for clients to access appointments on the days that she holds office hours at the Shelter.

Clients who need to leave earlier or arrive later than the shuttle van and don't have another means of transportation must make the unsafe 1.3 mile walk along Road 102, which lacks sidewalks and experiences high-speed, heavy truck traffic.

Grand Jury Findings and Recommendations for Yolo Transportation District

The Grand Jury Report states:

"The Fourth and Hope facility sits on approximately five acres of land near the intersection of County Road 102 and East Beamer Street in Woodland. Due to the remote location from downtown Woodland, a 10-passenger van was donated by the City of Woodland in an effort to mitigate the distance problem. Due to staffing issues or lack of staff with required licenses, the van is generally not in use.

During the development of Fourth and Hope, there was also an effort made to establish a bus stop close to the facility, as the closest stop is currently 1.5 miles away. An attempt was made to provide funding for a Yolobus stop close to the facility. The Yolo County Transportation District (YCTD) submitted a request to the Sacramento Area Council of Governments (SACOG) for approval of the bus stop. SACOG ruled that there were no unmet transportation needs in this case."

The Grand Jury Report goes on to cite a SACOG staff report on Unmet Transit Needs dated February 17, 2022, which states:

"YCTD has received numerous requests to provide public transit service to the newly relocated East Beamer Way campus, which was built by the City of Woodland in 2020 (prior to turning over the building and land to the Friends of the Mission nonprofit) and occupied in 2021 by shelter operator Fourth & Hope. The East Beamer Way campus includes an emergency shelter, and will also include permanent supportive residences, community center and a substance use treatment facility. The East Beamer Way campus is currently connected to the Yolobus fixed route bus system via a shelter-operated van service, which operates Monday through Friday 8:30AM to 3:30PM (Walmart pick-up/drop-off at 8:30AM, 12:30PM, 3:30PM; other locations by appointment only). Shelter Client Care Team staff drive the one (1) vehicle in the fleet. The vehicle is a 10-passenger van that was provided by the City of Woodland. Fourth & Hope staff estimates that 75% of the approximately 100 individuals served daily at the East Beamer Way campus use the van for transportation and 15-25 individuals have personal vehicles at any given time. In 2022, consistent with the YoloGo Study, YCTD will be restructuring Woodland fixed route bus routes in coordination with the launch of new intracity microtransit service in Woodland. When those service changes are planned, YCTD will work with City of Woodland and Fourth & Hope staff to determine whether any additional YCTD support or service is needed to adequately serve the needs at the East Beamer Way campus.

This is not an unmet transit need that is reasonable to meet." (SACOG FY 2022 - 2023 Unmet Transportation Needs staff report, Board of Directors meeting, February 17, 2022)

Grand Jury Finding 6: *The Fourth and Hope property is difficult for its intended clientele to access by bus. The closest bus stop is approximately 1.5 miles away at the intersection of East Main Street and Yolo Polo Plaza. The transportation vans at Fourth and Hope, which initially were donated to alleviate the transportation issues, run irregularly or not at all due to a variety of factors.*

Grand Jury Recommendation 6: *The City of Woodland and the Yolo County Transportation District should renew efforts to establish bus service in the northwest industrial area of Woodland. The request for a bus stop should be included in the next SACOG Unmet Transportation Needs report submission.*

Obligation to Respond

Yolo Transportation District is required to bring the Grand Jury Findings to the Board of Directors, and to send a respond to the Grand Jury within 90 days.

DISCUSSION AND ANALYSIS

The Grand Jury Report's characterization of the interaction between SACOG and YoloTD regarding unmet transit needs isn't precisely accurate in the details, but staff agrees with the broad picture presented by the Grand Jury Report.

The Yolo County Transportation District does NOT need approval from SACOG to provide transit service to Fourth and Hope. The YoloTD Board of Directors is the sole entity authorized to make decisions about where to provide transit service in the City of Woodland. As a condition of receiving state and federal funds, decisions about where to provide transit service, and the frequency of that service, must comply with relevant statutes and regulations.

Under state law, SACOG has a role in ensuring that unmet transit needs are given top priority for certain sources of state formula funds. If SACOG determines that there are unmet transit needs at Fourth and Hope that are reasonable to meet, it can withhold Local Transportation Fund (LTF) dollars from Yolo County jurisdictions until those unmet transit needs have been fulfilled.

As part of the annual Unmet Transit Needs process for FY 2022-23, YoloTD received multiple comments about inadequate access to the East Beamer Campus. These comments were forwarded to SACOG and shared with City of Woodland staff.

As noted in the Grand Jury report, SACOG made the determination that the privately-operated van was sufficient to address the needs at Fourth and Hope in the near term, and that future YoloTD planning efforts to restructure local bus routes in Woodland would also address the issue. Therefore, this was "not an unmet transit need that was reasonable to meet." As a result of that determination, YoloTD was not compelled to spend state formula funds (Local Transportation Fund, or LTF) to address this need, and those funds could be redirected to the jurisdictions for other transportation priorities.

Subsequently, YoloTD and the City of Woodland worked together to develop the service parameters for the new BeeLine service, and to evaluate options for restructuring Woodland local bus routes. When the BeeLine service launched in Woodland in October 2023, the service area boundaries did NOT include the northeast industrial area, where the East Beamer Campus is located, because the area overall is not well-suited to transit service. At that time, YoloTD and Woodland staff also examined options for restructuring local bus routes in Woodland. However, the restructuring effort was put on hold. Instead, we kept the local bus routes unchanged and focused on launching the BeeLine service. Subsequently, we have monitored ridership on both the BeeLine and local bus routes, to look for trends and interactions between the two services.

The YoloTD Board may still choose to restructure the local Woodland bus routes in the future. However, given the lack of necessary infrastructure at the East Beamer Campus, we cannot simply re-route our existing local buses to stop at the East Beamer Campus. Any service to East Beamer Campus will need to rely on smaller

minibuses or passenger vans that can safely navigate the campus driveways and parking areas. Over the longer term, the City of Woodland, YoloTD and Fourth and Hope could seek funding for infrastructure improvements that would allow full-sized buses to serve the facility.

RECOMMENDATION

Staff's recommendation, as laid forth in *Attachment A: Proposed Response to Grand Jury Report*, is to evaluate options for improving transportation to the East Beamer Campus, in consultation with Fourth and Hope staff, clientele and the City of Woodland. We propose to conduct analysis of need, cost and available funding for several transportation options. Options to be evaluated include:

- 1) Fixed-route transit service linking Fourth and Hope with key destinations and/or the broader transit network, using smaller minibuses or passenger vans that run on a set schedule;
- 2) Expansion of our existing BeeLine microtransit service, which currently provides on-demand, point-to-point transit to destinations around Woodland;
- 3) Expansion of the existing, privately-operated van program.

Options 1 and 2 would also trigger a corresponding expansion of ADA paratransit service, which would allow paratransit-eligible transit riders to book paratransit rides to/from the East Beamer campus.

Additional options may emerge through the course of the analysis.

If approved by the Board, the results of this analysis will be presented to the Board of Directors of the Yolo County Transportation District by April of 2025.

FISCAL IMPACT:

New fixed route service, expanded microtransit service, and/or infrastructure upgrades would require additional funding beyond that which is envisioned in the Board-approved 2024-25 budget. Potential funding sources include Transportation Development Act (TDA) funds, federal formula and discretionary grant funds, and private funds from Fourth and Hope.

Agenda Item 6 Attachment A: Proposed Response to Grand Jury Report

DRAFT – NOT FOR DISTRIBUTION

(insert letterhead)

September 10, 2024

The Honorable Timothy Fall
Superior Court of California, County of Yolo
1000 Main Street
Woodland, CA 95695

Steven A. Oldham
Foreperson
Yolo County Grand Jury 2022-23
P.O. Box 2142
Woodland, CA 95776-2142

VIA U.S. MAIL AND VIA EMAIL TO GrandJury@yolocounty.org

RE: *Addressing the Issue of Homelessness in Yolo County; We Won't Be Left Behind*

Dear Judge Fall:

On June 20, 2024, the Yolo County Grand Jury released a report entitled, *Addressing the Issue of Homelessness in Yolo County; We Won't Be Left Behind*.

This report directed specific responses to findings and recommendations to the Yolo County Transportation District. The requested responses are set forth below:

F-6 The Fourth and Hope property is difficult for its intended clientele to access by bus. The closest bus stop is approximately 1.5 miles away at the intersection of East Main Street and Yolo Polo Plaza. The transportation vans at Fourth and Hope, which initially were donated to alleviate the transportation issues, run irregularly or not at all due to a variety of factors.

Response: The respondent partially agrees with the finding. We agree that the nearest bus stop is 1.5 miles away, making it difficult for Fourth and Hope's clientele to access the facility via public transit. There are significant constraints to locating a bus stop at the East Beamer Campus. The roadways adjacent to the Campus are essentially rural roads, with no sidewalks or shoulders. There are inadequate roadway improvements for a bus to safely pull over and drop off passengers

on East Beamer or Road 102. The Campus driveways and internal parking areas similarly were not designed to accommodate a full-sized (40') city bus. To accommodate a full-sized city bus at the site would require a significant investment in infrastructure. Barring a major investment in infrastructure, any transit improvements at the East Beamer Campus would need to rely on smaller vehicles such as passenger vans or minibuses.

We disagree with the finding with that the existing van service runs “irregularly or not at all.” According to Fourth & Hope, the transportation vanthey operate makes three daily round trips to the bus stop at East Main Street. This is an infrequent, but not irregular, level of service.

R-6: The City of Woodland and the Yolo County Transportation District should renew efforts to establish bus service in the northwest industrial area of Woodland. The request for a bus stop should be included in the next SACOG Unmet Transportation Needs report submission.

Response: This recommendation requires further analysis. The Yolo County Transportation District does not need approval from SACOG to provide transit service to Fourth and Hope. SACOG provides a backstop to ensure that unmet transit needs are given top priority for certain sources of state formula funds. If SACOG determines that there ARE unmet transit needs at Fourth and Hope that are reasonable to meet, it can withhold Local Transportation Fund (LTF) dollars from Yolo County jurisdictions until those unmet transit needs have been fulfilled.

Our agency proposes to evaluate options for improving transportation to the East Beamer Campus, in consultation with Fourth and Hope staff, clientele and the City of Woodland. We propose to conduct an analysis of the need, cost and available funding for several transportation options.

Options to be evaluated include:

- 1) Fixed-route transit service linking Fourth and Hope with key destinations and/or the broader transit network;
- 2) Expansion of our existing BeeLine microtransit service, which currently provides on-demand, point-to-point transit to destinations around Woodland;
- 3) Expansion of the existing transportation service operated by Fourth and Hope.

Additional options may emerge through the course of the analysis. The results of this analysis will be presented to the Board of Directors of the Yolo County Transportation District by April of 2025.

Respectfully submitted –

Autumn Bernstein
Executive Director



YOLO COUNTY CIVIL GRAND JURY
120 W. Main Street, Suite A; Woodland, CA 95695

June 12 , 2024

Autumn Bernstein, Executive Director
Yolo County Transportation District
350 Industrial Way
Woodland, CA 95776

RE: Addressing the Issue of Homelessness in Yolo County – We Won't be Left Behind
June 12, 2024

Dear Ms. Bernstein:

Enclosed please find a copy of the above report by the Yolo County Civil Grand Jury.

Attached is a copy of excerpts from Penal Code sections 933 and 933.05. Please note that subdivision (f) of Penal Code section 933.05 specifically prohibits any disclosure of the contents of a grand jury report by a public agency or its officers or governing body prior to its release to the public, which will occur two days after the date of this letter.

Penal Code section 933.05 requires that you respond separately to specified Findings and Recommendations contained in the report. Subdivisions (a) and (b) of Penal Code section 933.05 mandate the content and format of responses. Penal Code section 933 mandates the deadline for responses.

You are required to submit your response within 90 days as follows:

Hard copy to: Judge Timothy Fall
1000 Main Street
Woodland, CA 95695

Hard copy to: Foreperson
Yolo County Civil Grand Jury
120 W. Main Street, Suite A
Woodland, CA 95695

Email copy to: GrandJury@yolocounty.org

Should you have any questions, please contact me at (530) 406-5088 or at the above email address.

Respectfully,

Carol Case

Carol Case
Foreperson
Yolo County Civil County Grand Jury
2023-2024

Enclosures: Investigative Report
Penal Code sections 933 and 933.05 (excerpts)

2023–2024
Yolo County Civil Grand Jury
June 12, 2024

Addressing the Issue of Homelessness
in Yolo County
WE WON'T BE LEFT BEHIND



Photo courtesy of juror, Daniel Gumpy

THE YOLO COUNTY CIVIL GRAND JURY

ADDRESSING THE ISSUE OF HOMELESSNESS IN YOLO COUNTY

WE WON'T BE LEFT BEHIND



- Photo by Juror Daniel Gumpy-

*"Don't try to drive the homeless into places we find suitable.
Help them survive in places they find suitable"*

- Daniel Quinn

ACKNOWLEDGEMENT

The 2023-2024 Yolo County Civil Grand Jury (Grand Jury) had the opportunity to meet and interview many individuals who assist in the structure and administration of services related to the unhoused population, as well as individuals in Yolo County who receive services and those who want to receive services. The willingness and candor of those interviewed to provide an honest exchange concerning the challenges and successes of the homeless and associated issues provided the Grand Jury with an abundance of information for this report. The Grand Jury expresses sincere appreciation to everyone who contributed to this effort.

SUMMARY

The Grand Jury investigated the status of homelessness in Yolo County and found it to be a multifaceted problem that is being dealt with, and funded by, a myriad of federal, state, county, city, and private organizations. To gain a better understanding of some of the complexities of the homeless issue, the Grand Jury interviewed members of local government, service providers, and individuals who are currently or who have recently been homeless. The Grand Jury toured homeless shelters, transitional and permanent housing complexes and attended multiple governmental meetings.

The Yolo County Homeless and Poverty Action Coalition (HPAC) is a local non-profit organization that assists in coordination, strategy, and funding efforts. A second group, the Executive Commission to Address Homelessness, acts as an advisory commission to the City Councils, County Board of Supervisors, and other organizational bodies. It consists of one elected official from each of the four major Yolo cities, Davis, West Sacramento, Winters and Woodland, an elected County Supervisor, and a representative from HPAC.

These cities also deal with homelessness in their own unique ways. One such example is West Sacramento's Project Homekey, a success story in the eyes of many.

“Just weeks into the pandemic, Governor Newsom announced the first-in-the-nation Project Roomkey at a West Sacramento motel which will now be converted to a Homekey site for permanent housing...” [1]

The Grand Jury found, for the most part, the cities address the homelessness issue independently. Cooperation between the cities is not common. Each city has different approaches to the homeless situation.

Yolo County relies on the Point-in-Time Count (PIT Count), to determine the number of individuals experiencing one of the various types of homelessness (see Appendix A). The PIT Count is a federally mandated biennial report and is also the basis for federal funding.

Fourth and Hope, a non-profit organization, was formed in Woodland in the 1980s, and provides emergency and permanent housing and a place to shower and get a hot meal. It is Yolo County's largest such residence, and expansion to the facility is currently underway. The remoteness of the location on East Beamer Street makes transportation to and from Fourth and Hope problematic.

Websites are commonly utilized to provide online information for available homeless services. A comprehensive “Dashboard,” listing all services, locations, and hours of operation, would provide a valuable tool for service providers and the general public. For optimum use, it should be updated daily by the County and all involved organizations. It should list bed availability, resources available for the unhoused, and upcoming open meetings regarding homelessness issues.

Intake questionnaires and applications that must be completed in order to receive services are often difficult for those with educational or literacy challenges.

Lastly, because of the complexities, cost, and numbers of service providers involved, future Yolo County Grand Juries should consider some aspect of homelessness as a yearly enquiry, similar to what is currently done by grand juries with the County's detention facilities.

*“We must meet the challenge rather than wish it were not before us”
-William J. Brennan, Jr., Former Associate Justice of the U.S. Supreme Court*

BACKGROUND

One sees homelessness every day. Unhoused individuals occupy storefront sidewalks or set up camps in parking lots. Emergency services are impacted. The reasons for homelessness are

varied: lack of financial resources, ill health, drug use, mental illness, ill fortune, and even choice. The road to homelessness is long, complex, and unique to each person.

The chief moral issue that confronts the community is the extent to which unhoused people suffer. They suffer disproportionately from early death, physical deprivation, isolation, and the disdain of established members of our society. What can be done, as a community, to alleviate this endless cycle of pain?

There are obvious challenges in addressing homelessness:

- **Funding and Resources:** Adequate funding is essential for implementing effective solutions, yet resources are often limited. This requires prioritization and efficient use of available funds.
- **Public Perception and Stigma:** Changing public perception and reducing the stigma associated with homelessness is crucial for gaining community support for solutions.
- **Coordination Among Services:** Effective response requires coordination among various services and agencies, which can be challenging due to differing priorities, capacities, and funding mechanisms.
- **Policy and Legislative Barriers:** Existing policies and laws can sometimes hinder efforts to address homelessness. Advocacy for policy change is often necessary to remove these barriers.

The Grand Jury examined some aspects of how this issue manifests itself in Yolo County. What is working well? What are the steepest barriers to mitigation? Can the problem ever be “solved” or is it an endemic part of modern life that needs to be managed as an ongoing process?

APPROACH

The investigation into the unhoused population in Yolo County involved interviewing many individuals. The Grand Jury interviewed county government employees, city government employees, non-profit organizations, faith-based organizations, police, and individuals who are or have recently been living on the streets. The Grand Jury also visited several of the County’s homeless shelters and transitional housing facilities.

In order to understand the gravity of the situation in our area, the Grand Jury reviewed information and statistics from newspaper articles, publications, county assessments, and PIT counts.

The Grand Jury attended several meetings of the County’s Executive Commission to Address Homelessness. The Commission is comprised of elected officials from Woodland, West Sacramento, Davis, Woodland, and the Executive Director of HPAC. The purpose of the Commission is to support countywide policy, strategy, and funding recommendations aimed at addressing homelessness and housing issues.



*Fourth and Hope, Woodland, California
- Photo by Juror, Daniel Gumpy-*

*“From the comfort of our own homes it’s hard to understand the complexities of something like poverty and homelessness.”
- Terence Lester*

DISCUSSION

The Grand Jury was tasked with investigating the current condition of homelessness within Yolo County. Homelessness is a national crisis and affects unhoused individuals and the community at large. For Yolo County citizens experiencing homelessness, it is a personal crisis which defines their lives. For the local community, it is a human, moral, and economic crisis.

Point-in-Time Count

The Federal Department of Housing and Urban Development (HUD) mandates that jurisdictions receiving federal funds from HUD perform a biennial count, the PIT Count, of unhoused, sheltered, and unsheltered persons. Yolo County collects this data on a specific night, utilizing county employees, non-profit organizations, and the various city police departments.

According to the PIT Count taken on February 22, 2022, 746 individuals in Yolo County were experiencing homelessness on that particular day (See Appendix B). Teams of surveyors sought to include these individuals (comprised of single persons and families) in all the local jurisdictions and non-urban areas.

The most recent PIT count was taken in January 2024. As of the writing of this report, the results are still being tabulated and the report has not yet been released. Preliminary data, however, shows an increase in unhoused individuals and families in Yolo County.

County Plan to Address Homelessness

In 2022, the Yolo County Health and Human Services Agency (HHS), in conjunction with HPAC, developed and published the “2023 – 2026 Yolo County Plan to Address Homelessness” [2]. This document offers a complete and comprehensive assessment of the current (as of July 2022) homeless situation in Yolo County and detailed approaches to end homelessness in the county.

In establishing goals, the County used the model based on the Housing First principals:

1. Strengthen the homeless crisis response system and prevention services
2. Increase permanent affordable housing options for those experiencing or at risk of homelessness
3. Improve collaboration and coordination between physical and behavioral health care and housing and homeless services
4. Strengthen systems level coordination [3]

The Homeless and Poverty Action Coalition (HPAC)

The federal government has a program, designated as the Continuum of Care (CoC), that is designed to promote community-wide commitment to the goal of ending homelessness. HPAC is the Yolo County CoC. HPAC is a local non-profit agency that provides leadership and coordination on issues of homelessness and poverty in Yolo County. HPAC serves numerous roles and responsibilities, many of which fulfill federal, state, and local government mandates. Such activities include:

- Locally implementing the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act
- Locally implementing the region's Homeless Management Information System (HMIS)
- Maintaining a coordinated response among service providers to ensure continuity of services
- Assessing needs and identifying gaps in services for persons facing homelessness in Yolo County on an ongoing basis
- Supporting the planning, funding and development of services to meet prioritized needs within Yolo County
- Planning, developing and sustaining options to meet the housing needs of people facing homelessness
- Promoting access to and effective utilization of mainstream human services programs [4]

Coordination and Communication Between Stakeholders

There are several county agencies, non-profit organizations and law enforcement entities that are involved in Yolo County's response to the local homeless crisis. Communication and coordination between these stakeholders can be difficult to manage and, as a result, shared information is often inaccurate or inconsistent.

Notification of Meetings

The Ralph M. Brown Act (Brown Act) is a California law that guarantees to the public the right to know in advance the location, date, time, and agendas of all legislative bodies. This information must be posted for public information at least 72 hours prior to the meeting time. In addition,

the Brown Act requires agencies with websites to post meeting information on the primary webpage in a prominent, direct link.

On more than one occasion, the Grand Jury found that meeting dates, locations, times, or agenda information for the Executive Commission to Address Homelessness was not posted as required. One meeting in particular, after several phone calls to inquire about the meeting specifics, several jurors showed up at the designated location only to find out after approximately 30 minutes of waiting, that the meeting had been rescheduled and the location changed. Again, this information was not posted anywhere on the website.

ADDRESSING THE ISSUES

Given the enormity of the issue, the Grand Jury determined a comprehensive investigation of the homeless crisis was far beyond the reasonable scope of the 2023-2024 Yolo County Grand Jury. This problem will exist past this Grand Jury's time of service but is worthy of future grand juries to investigate ongoing aspects of homelessness. Currently the only report that grand juries are required to investigate involve county detention facilities. The issue of homelessness is equally important and should warrant yearly investigations.

The Grand Jury decided to focus on measures that would have the timeliest impact:

- Access to Resources
- Housing Needs
- Transportation to Services
- Respite Centers
- Funding Streams
- Webpages
- Mapping of Services

Access to Resources

Generally, in order for an individual to inquire about available services, they must first complete an assessment form, typically at one of the County's Coordinated Points of Entry. At these Points of Entry, a staff person will assess the family's needs and connect them with services such as shelter, housing search help, and other basic needs.

The Points of Entry in Yolo County are:

City of Davis:

- Davis Community Meals and Housing
- City of Davis Respite Center

City of Woodland

- Empower Yolo
- Fourth and Hope

City of West Sacramento

- Former Rodeway Inn
- Yolo County Children’s Alliance (YCCA) Family Resource Center

The assessment form is referred to as the Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT). The VI-SPDAT is used to evaluate each individual’s specific situation and services from which they might benefit. Individuals are given a score and their information is added to the Continuum of Care Homeless Management Information System (HMIS) database. Recently, the use of the VI-SPDAT form has come under criticism for being inconsistent, inaccurate, and racially biased. In an article by the Washington Post, the VI-SPDAT was noted as “...a survey that was designed as a tool to gauge vulnerability but has been disowned by its co-creator after studies showed it disadvantaged minorities” [5]. Many counties are starting to utilize assessment tools other than the VI-SPDAT [6].

Housing Needs

The needs of unhoused persons in Yolo County are many and varied. In conversation with several individuals, the need most often mentioned was for permanent affordable housing. Unfortunately, even when housing might be an option, individuals often encounter a variety of barriers. Applications are often cumbersome for both the unhoused persons and the service providers to fill out. Even a requirement to fill out a form with a specific color ink can be problematic to some. Accessing services can often be bureaucratic in nature and difficult to navigate. When support is available to help individuals with the application process, it often requires the applicant to travel to where the help is provided. For many this presents an additional barrier to securing housing.

Transportation to Services

The Fourth and Hope facility sits on approximately five acres of land near the intersection of County Road 102 and East Beamer Street in Woodland. Due to the remote location from downtown Woodland, a 10-passenger van was donated by the City of Woodland in an effort to mitigate the distance problem. Due to staffing issues or lack of staff with required licenses, the van is generally not in use.

During the development of Fourth and Hope, there was also an effort made to establish a bus stop close to the facility, as the closest stop is currently 1.5 miles away. An attempt was made to provide funding for a Yolobus stop close to the facility.

The Yolo County Transportation District (YCTD) submitted a request to the Sacramento Area Council of Governments (SACOG) for approval of the bus stop. SACOG ruled that there were no unmet transportation needs in this case. They cited the availability of the aforementioned van and the low total transport demand as reasons as quoted in the following:

“YCTD has received numerous requests to provide public transit service to the newly relocated East Beamer Way campus, which was built by the City of Woodland in 2020 (prior to turning over the building and land to the Friends of the Mission nonprofit) and occupied in 2021 by shelter operator Fourth & Hope. The East Beamer Way campus includes an emergency shelter, and will also include permanent supportive residences, a

community center and a substance use treatment facility. The East Beamer Way campus is currently connected to the YoloBus fixed route bus system via a shelter-operated van service, which operates Monday through Friday 8:30AM to 3:30PM (Walmart pick-up/drop-off at 8:30AM, 12:30PM, 3:30PM; other locations by appointment only). Shelter Client Care Team staff drive the one (1) vehicle in the fleet. The vehicle is a 10-passenger van that was provided by the City of Woodland. Fourth & Hope staff estimates that 75% of the approximately 100 individuals served daily at the East Beamer Way campus use the van for transportation and 15-25 individuals have personal vehicles at any given time. In 2022, consistent with the YoloGo Study, YCTD will be restructuring Woodland fixed route bus routes in coordination with the launch of new intracity microtransit service in Woodland. When those service changes are planned, YCTD will work with City of Woodland and Fourth & Hope staff to determine whether any additional YCTD support or service is needed to adequately serve the needs at the East Beamer Way campus.

This is not an unmet transit need that is reasonable to meet.” [7]

Respite Centers

Respite centers offer daytime locations with services to unhoused individuals. These are services such as laundry facilities, meals, showers, and indoor spaces to just get out of the weather. The number of respite centers in Yolo County, however, is limited, and often they are only open during limited daytime hours and generally not open on the weekends. Yolo County respite centers include:

- The Davis Homeless Respite Center is currently only open from 8 – 1, M-F (2/28/2024).
- Fourth and Hope (Woodland) has emergency shelter facilities including 100, 24-hour beds for individuals (men and women). It offers respite services.

Funding Stream

The County receives funding from myriad sources including multiple federal and state programs. The costs for homeless services, however, continue to escalate, so a lot of time is spent seeking additional funding. This requires staffing, and because the funding sources are in constant flux, local governments often need to hire limited term staff rather than permanent positions.

In addition, with so many funding streams, the money the County receives for the service providers is often delayed in getting to the programs due to departmental policies regarding money transfers. It is common for funds to take 10 to 11 months before distribution.

In regard to additional funding, Yolo County should look at approaches taken by other jurisdictions to gather revenue. One example of a successful source of revenue is demonstrated by the City of West Sacramento. In 2016, the City passed Measure E, which was a 0.25 percent sales tax to assist in the funding of homeless services.

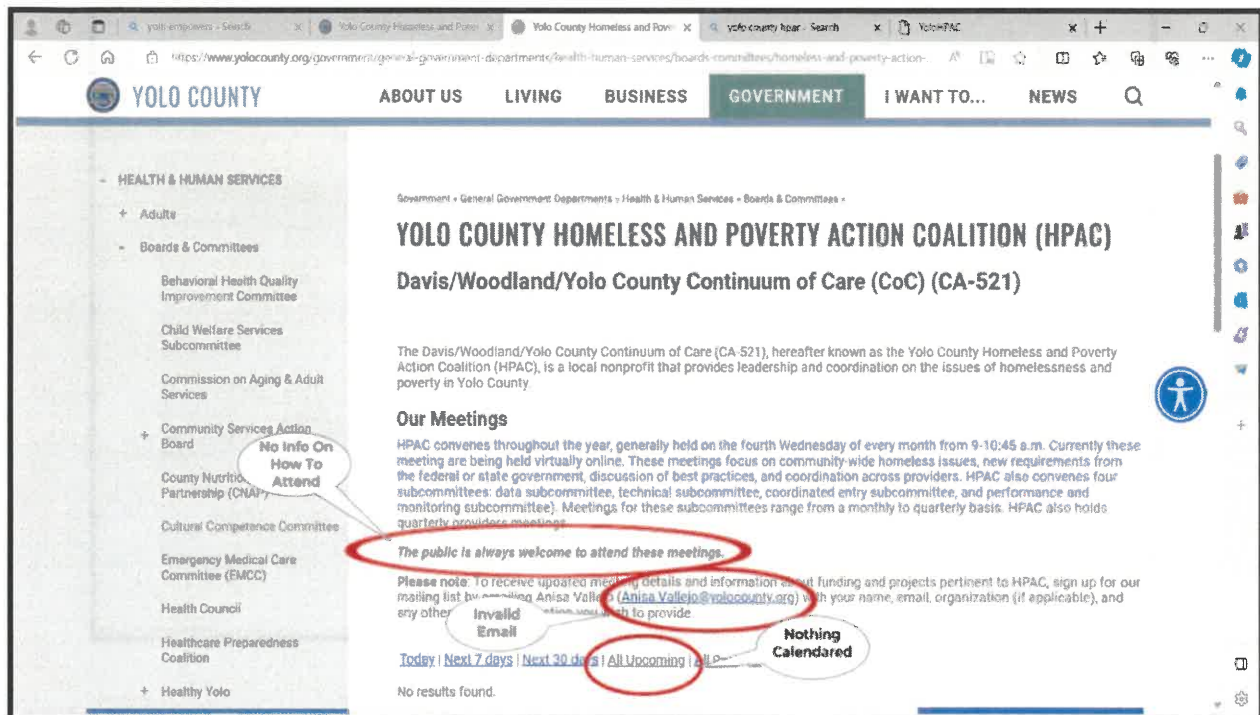
Web Pages

Web pages are an integral part of today’s online environment. When the primary reason for a web page is to convey to the reader, helpful and specific information on a centralized platform,

it is critical that measures are in place to ensure that the information listed on the webpage is accurate, complete, and up to date.

The Grand Jury found multiple instances of web pages that were missing key information, such as addresses or telephone numbers, pages that had not been updated for several years, broken links, and other inaccuracies.

Below are just a few examples of inaccurate web pages that the Grand Jury encountered through the course of the investigation:





Yolo County Homeless and Poverty Action Coalition (HPAC)

Davis/Woodland/Yolo County Continuum of Care (CA-521)

2021 Board Members

New Organization Seats

Jeneba Lahal

Sarah Danley

Helen Roland

Daniel Walker

Legacy Seats

Alysa Meyer

Lynnette Trimeier

James McLeod

Bill Pride

Doug Zeck

Ex Officio Seats

Ian Evans

Deanne Machado

Mark Sawyer

Dan Sokolow

Sandra Sierist

Outdated Member
List. No Contact
Information Listed.



Winter Warming Centers

Warmth in multiple dimensions

Information is Out of Date
and Lists No Contacts

NOTE: Due to covid-19 and the inherent risk in congregate settings, the Winter Warming Centers will not be operating in 2020-21. We very much regret this development and expect the WWCs to return in December of 2021. In the meantime, our staff and volunteers are committed to keeping safe as many of our clients as possible through our partnering efforts with Project Roomkey and the Homekey Program.

Mapping of Services

The County, in an effort to provide service information, has developed a 'Street Sheet' (see Appendix C) which lists many of the resources and services available in Yolo County. While this pamphlet lists addresses, telephone numbers and operating hours of the services available, it is a static document. When new services are established, when existing services end, or when any other information changes, the pamphlet loses its overall effectiveness.

The County, in conjunction with HPAC, is developing a Geographic Information System (GIS) mapping tool that can provide dynamic online service provider information. Most unhoused individuals own cellphones which would allow them access to this information. Among the design goals of the GIS mapping tool are:

- Bus Routes: With emphasis on travel to service providers
- Homeless shelters: addresses and telephone numbers
- Food banks

- Affordable Housing
- Dental offices accepting Medi-Cal/Medicaid
- Migrant centers
- An inventory of available housing spaces
- Emergency Services: Police, firefighters, hospitals, etc.

The GIS mapping web application represents a significant investment in improving overall knowledge of homeless services in Yolo County. While challenges exist, the project is on track to deliver a valuable tool that will improve the coordination and delivery of critical services.

One significant challenge is to get commitments from service providers to participate in the project. The County has requested providers to supply their service information, but to date, there is a large percentage of providers that have not fully responded or have not provided any service details. If the listing of information is not complete, the residents of Yolo County who are seeking information may not be able to access needed services.

FINDINGS

The Grand Jury makes the following findings:

- F-1 The plight of individuals experiencing homelessness is a complex and difficult issue that will affect Yolo County for the foreseeable future. Although services and funding have increased, so have the numbers of those needing services. With so many service providers, funding streams, organizational structures, and administration of programs, it is essential that public oversight of the “homeless industrial complex” be continued.
- F-2 The VI-SPDAT form is used to evaluate an individual’s situation and from what services they might benefit. They are given a “Vulnerability Index” score and the information is added to the Continuum of Care’s database. When housing opportunities arise, those with a higher index score and who meet the housing criteria, are given preference for placement. Inconsistencies in the administration of the form results in flawed scoring, may not be reliable, and may perpetuate racial inequities.
- F-3 County websites, including the Health and Human Services and Homeless Services webpages, have outdated links, missing phone numbers, and incorrect employee and contact links. Effective availability of services information is negatively impacted when the websites are incomplete or incorrect.
- F-4 Yolo County has not consistently posted meeting information for the Executive Commission to Address Homelessness. This is a violation of the Brown Act. As a consequence, the public is frequently unable to obtain information for scheduled public meetings or participate in deliberations.
- F-5 Residents of shelters and respite centers may often require support with housing options, application submittals, and other services. Without this support many individuals’ needs go unmet.

F-6 The Fourth and Hope property is difficult for its intended clientele to access by bus. The closest bus stop is approximately 1.5 miles away at the intersection of East Main Street and Yolo Polo Plaza. The transportation vans at Fourth and Hope, which initially were donated to alleviate the transportation issues, run irregularly or not at all due to a variety of factors.

F-7 Yolo County would benefit from a dynamic GIS mapping application to provide help to anyone needing to access information regarding available services, locations, and hours. Although the development of this type of application is in progress, the county has had difficulty obtaining relevant information from service providers. This results in an incomplete and inaccurate application.

RECOMMENDATIONS

The Grand Jury recommends the following:

- R-1 Yolo County Grand Juries should conduct a yearly investigation regarding the issue of homelessness, similar to the current requirement that Grand Juries must follow with annual reporting of some aspect of Yolo County Detention Facilities.
- R-2 Yolo County Health and Human Services, in conjunction with the Homeless and Poverty Action Coalition, need to evaluate alternate screening tools to assess individuals experiencing homelessness. The Grand Jury is requesting an evaluation and determination if another form of assessment would be an improved screening tool to replace the VI-SPDAT form. This evaluation should be completed by October 31, 2024.
- R-3 The information on all County webpages pertaining to homeless services, need to be updated by September 30, 2024. Web pages need to be updated annually, or more frequently if appropriate.
- R-4 Yolo County should ensure public meetings are always posted as mandated by the Brown Act.
- R-5 Yolo County Health and Human Services Agency should develop a routine schedule for employees to visit various shelters and respite centers around the County, be available to assist individuals who might need help filling out applications, and to answer questions they might have about accessing services. This schedule should be posted on the Health and Human Services webpage listing locations with days and hours staff will be available to provide assistance. The schedule and its online posting should be implemented by October 31, 2024.
- R-6 The City of Woodland and the Yolo County Transportation District should renew efforts to establish bus service in the northwest industrial area of Woodland. The request for a bus stop should be included in the next SACOG Unmet Transportation Needs report submission.
- R-7 The Health and Human Services Agency should include in the service providers' grant applications, a requirement that they provide timely information for the GIS mapping

project and commit to updating the information as needed. This statement should be included in the applications prior to the next grant submission cycle.

COMMENDATION

Residents who told their stories regarding their homeless experiences: The Grand Jury interviewed several Yolo County residents who are or have been homeless and commends them for agreeing to be interviewed and to speak about their individual experiences. They shared details of their struggles in finding shelter, both emergency shelter and more permanent housing. They described times on the street when they didn't feel safe. They spoke of help they received along the way that sustained them during very tough times. They were forthright and open-hearted in speaking about their lives. They spoke honestly about experiencing homelessness. Their openness reminded the Grand Jury that, amidst the complexities regarding funding and issues of communications, homelessness is really about people in our community, and their day-to-day challenges.

City of West Sacramento: The Grand Jury commends the City of West Sacramento for developing and implementing a multi-level approach to the City's concerns regarding homelessness. In 2016, the residents of West Sacramento passed Measure E which permanently increased the sales tax by one-quarter (0.25) percent. These funds are allocated to projects including "homelessness initiative" and "reducing community impacts of homelessness" [8]. With this tax revenue, the City is able to make significant and positive changes for its unhoused residents. This can be a model for other Yolo County jurisdictions to consider in their own communities.

HPAC/HHSA GIS Mapping Project: The Grand Jury commends the Yolo County Health and Human Services Agency and HPAC for undertaking the GIS Mapping project. The GIS Mapping initiative aims to create a centralized, interactive web application to streamline access to vital information for both homeless clients and service providers in Yolo County.

REQUIRED RESPONSES

Pursuant to Penal Code sections 933 and 933.05, the Grand Jury request responses as follows within 90 days:

- Yolo County Board of Supervisors F-2, F-3, F-4, F-5, F-7; and R-2, R-3, R-4, R-5, R-7
- Yolo County Transportation District Board of Directors F-6 and R-6

INVITED RESPONSES

The Grand Jury also invites responses from the following individuals within 90 days:

- Yolo County 2024 – 2025 Grand Jury F-1 and R-1

- Yolo County Health and Human Services F-2, F-3, F-4, F-5, F-7; and R-2, R-3, R-4, R-5, R-7
- City of Woodland F-6 and R-6
- Yolo County Transportation District F-6 and R-6

ACRONYMS/GLOSSARY OF TERMS

Brown Act: Officially known as the Ralph M. Brown Act, is a California law that guarantees the public the right to be informed, attend, and participate in local legislative bodies.

Some of the basics of the Brown Act include:

- Agendas and Meeting Notification must be posted seventy-two (72) hours prior to the meeting. Special meetings require twenty-four (24) hours prior.
- Must be posted on local website and at the meeting location
- Meetings of public bodies must be open and public.
- Public comment before or during agenda items

CoC – Yolo County: Yolo County’s Continuum of Care is known as Homeless and Poverty Action Coalition (HPAC). HPAC is a non-profit organization responsible for providing leadership and coordination for homeless and poverty issues.

Coordinated Entry System: Coordinated Entry System is the process of establishing locations for individual experiencing a housing crisis to get assistance in acquiring services.

Executive Commission to Address Homelessness: Yolo County based advisory commission comprised of four elected city officials from the cities of West Sacramento, Davis, Woodland, and Winters, one elected County Supervisor and one elected representative of HPAC.

GIS: Geographic Information System. GIS connects data to a map with information to various services.

HEARTH: Homeless Emergency Assistance and Rapid Transition to Housing Act.

HHSA: Yolo County Health and Human Services Agency is a county agency that provide services to children, families, and individuals with focus on housing, mental health treatment and economic programs.

HMIS: Homeless Management Information System is the county database used to collect housing and services needs for individuals

HPAC: Homeless and Poverty Action Coalition is a non-profit organization responsible for providing leadership and coordination for homeless and poverty issues.

HUD: U. S Department of Housing and Urban Development is a federal agency that administers programs addressing housing needs.

Low/no barrier shelter: Low/no barrier shelters require minimal entry requirements for access to shelters such as sobriety or substance use.

Measure E: West Sacramento Measure E was a 0.25 percent sales tax ballot measure in West Sacramento and passed in 2016. A portion of the collected sales tax goes to fund homeless programs.

PIT: Point-in-Time Count is a count on sheltered and unsheltered individuals on a single night and conducted every two years

Project Roomkey/Project Homekey: Administered by the California Department of Housing and Community Development and used to secure hotel rooms to provide shelter for individuals affected by COVID-19.

SACOG: Sacramento Area Council of Governments oversees the regional transportation plan for the Sacramento region.

VI-SPDAT: Vulnerability Index – Service Prioritization Decision Assistance Tool is a screening tool used to evaluate an individual’s situation and from what services they might benefit. Individuals are given a “Vulnerability Index” score and their information is added to the County database.

YCCA: Yolo County Children’s Alliance

YCTD: Yolo County Transportation District provides public transportation services to residents of Yolo County

ENDNOTES

- [1] Office of Governor Gavin Newsom
<https://www.gov.ca.gov/2020/10/29/at-west-sacramento-motel-where-he-launched-project-roomkey-in-april-governor-newsom-announces-the-site-will-become-a-home>
- [2] 2023 – 2026 Yolo County Plan to Address Homelessness, July 2022, Yolo County Health and Human Services Agency
- [3] Yolo County 2017 General and Strategic Plan to End Homelessness:
<https://www.yolocounty.org/Home/ShowDocument?id=55468>
- [4] Yolo County Homeless and Poverty Action Coalition (HPAC)
<https://www.yolocounty.org/government/general-government-departments/health-human-services/boards-committees/homeless-and-poverty-action-coalition-hpac>
- [5] The Washington Post, May 18, 2022, Justin Wm. Moyer, A survey was meant to help the homeless. Some say it hurts Black people.
- [6] National Alliance to End Homelessness, May 3, 2022, Marybeth Shinn, Moving Beyond the VI-SPDAT: Integrating Your System’s Values into Prioritization, endhomelessness.org.

- [7] SACOG FY 2022 – 2023 Unmet Transportation Needs, Board of Directors meeting, February 17, 2022
- [8] Ballot information, West Sacramento, California, Sales Tax, Measure E (November 2016)

Reports issued by the Civil Grand Jury do not identify individuals interviewed. Penal Code Section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Civil Grand Jury.

APPENDIX A

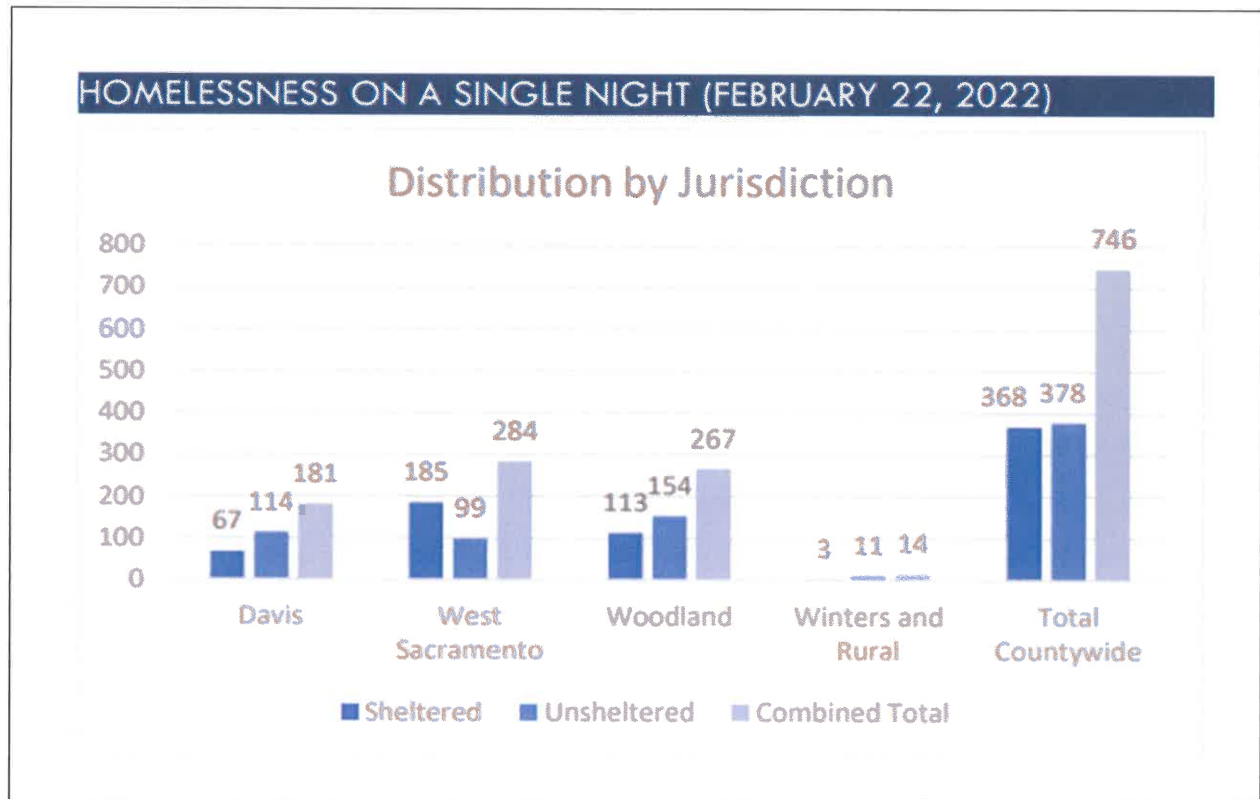
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) DEFINITION OF HOMELESSNESS

A person is considered homeless only when he or she is:

- living in places not meant for human habitation, or
- living in an emergency shelter, or
- living in transitional housing for the homeless but originally came from the streets or an emergency shelter, or
- staying in a motel paid for by a public or private agency because the person or family is homeless.

APPENDIX B

YOLO COUNTY POINT-IN-TIME COUNT – FEBRUARY 22, 2022



Yolo County Homeless Count 2022 -Yolo County Homeless and Poverty Action Coalition

APPENDIX C

YOLO COUNTY STREET SHEET

<p>Veterans Services</p> <p>CA Dept of Veterans Affairs: Connects veterans & families to state & federal benefits & services. M-F 8am-5pm, 1227 O St., Sacramento. 800-952-5626</p> <p>Nation's Finest: Case management for homeless/individuals at risk of homelessness. M-F 8am-5pm, 7270 East Southgate Dr. Sacramento. 916-393-8387</p> <p>US Department of Veterans Affairs: Benefits, health care, & cemetery services. M-F 5am-6pm, 5650 Sunrise Blvd Ste. 150 Citrus Heights. 800-827-1000</p> <p>VA Northern California Health Care System: Drop-in center for homeless veterans. M-F 9am-3:30pm. 10535 Hospital Way Bldg. 650 Mather. 877-424-3838</p> <p>Volunteers of America Veteran Housing: Supportive services for homeless/households at risk of homelessness. M,Tu,Th,F 8am-4:30pm; W noon-4:30pm. 10636 Schirra Ave. Mather. 916-228-3153</p> <p>Yolo County Health and Human Services: Assists veterans, their dependents, & survivors with claims & obtaining benefits. M-Th 7:30am-4pm. 25 N. Cottonwood St. Woodland. 530-406-4850</p>	<p>Empower Yolo: Advocacy & support services for youth who are underserved or victims of crime. M-F 8:30am-4:30pm, 175 Walnut St. Woodland. 530-207-0895</p> <p>Shores of Hope: Assistance to at risk/homeless foster youth ages 18-24. M-F 8:30am-4pm. 916-372-0200</p> <p>*Yolo County Children's Alliance: M-F 8:30am-4:30pm. 1200 Anna St West Sacramento. 916-572-0580</p> <p>Crisis Support</p> <p>CA Youth Crisis Line: 24/7. 800-843-5200</p> <p>Empower Yolo Crisis Line: 24/7. 530-662-1133</p> <p>Meeting Seniors Needs Hotline: For seniors (55+), veterans, persons with disabilities, & their caretakers M-F 9am-5pm. 866-960-9261</p> <p>My Sister's House: For survivors of domestic violence, sexual assault, & human trafficking. 24/7. 916-428-3271</p> <p>988 Suicide & Crisis Lifeline: 24/7. Dial 9-8-8 or 800-273-8255</p> <p>Yolo County Mental Health Access Line: 24/7. 888-965-6647</p> <p>Yolo Crisis Nursery: 24/7. 530-758-6680</p> <p>National Runaway Safeline: 24/7. 800-786-2929</p>	<p>Informational Resource Guide</p>
<p>Youth Services</p> <p>Empower Yolo: Advocacy & support services for youth who are underserved or victims of crime. M-F 8:30am-4:30pm, 175 Walnut St. Woodland. 530-207-0895</p> <p>Woodland Joint Unified School District, Homeless & Foster Youth Services: Social and academic support for homeless & foster youth. M-F 8am-5pm. 435 6th St. Woodland. 530-406-3286</p> <p>Yolo Crisis Nursery: Support services for families with children under 6 years. M-F 7am-7pm. 1107 Kennedy Pt. Davis. 530-758-6680</p>	<p>Prevention</p> <p>Downtown Streets Team: Case management, system navigation & employment placement services. 916-823-1297</p> <p>*Yolo County Children's Alliance: M-F 8:30am-4:30pm. 1200 Anna St West Sacramento. 916-572-0580</p> <p>*Former Rodeway Inn: M-F Noon-4pm. 817 W. Capitol Ave. West Sacramento. 916-375-6200</p> <p>*Each resource marked with an (*) asterisk is part of the Coordinated Entry System*</p>	<p><i>Last updated: January 2024</i></p>

Front side of tri-fold Street Sheet

Emergency Shelter

***Empower Yolo:** For anyone escaping domestic violence. 24/7. 530-662-1133
***Fourth & Hope: Nightly Shelter:** Check-in M-F at 6pm, 1901 E. Beamer St. Woodland. 530-661-1218

Transitional Housing

Davis Community Meals and Housing: M-F 8am-Noon, & by appointment. 1111 H St. Davis. 530-753-9204
Saint John's Square Transitional Housing Program: For women experiencing homelessness with/without children. M-F 9am-5:30pm; Sa, Su 9am-4:30pm. 916-453-1482

Respite/Daytime Shelters

***Davis Respite Center:** M-F 7:30am-4pm; Sa 7:30am-3:30pm. 530 L St. Davis. 530-758-0354
Davis Community Meals and Housing: M-F 8am-2pm. 1111 H St. Davis. 530-753-4008

Rapid Rehousing

Shores of Hope: Assistance to at risk/homeless foster youth ages 18-24. M-F 8:30am-4pm. 916-372-0200
***Empower Yolo:** M-Th 8:30am-4:30pm, F 8am-4pm. 530-661-6336

Permanent Supportive Housing

***Fourth & Hope:** Housing for chronically homeless families & individuals. M-F 9am-5pm. 1901 East Beamer St. Woodland. 530-406-0844

Food Pantries/Food Banks

Yolo Food Bank: Call for locations. M-F 8:30am-5pm. 530-668-0690
Shores of Hope: M-F 7am-3:30pm. 110 6th St. West Sacramento. 916-372-0200
Manna House: 1st & 3rd Th. 9am-10:30am. 9493 Mill St. Knights Landing. 530-735-6227
Woodland Volunteer Food Closet: M-F 3pm-4pm. 420 Grand Ave. Woodland. 530-662-7020
RISE, Inc. Food Closet: F 2pm-5pm. 17317 Fremont St. Esparto. 530-787-4110
Short Term Emergency Aid Committee: Tu, W 9am-10am, F 4pm-5pm, 642 Hawthorn Ln. Davis. 530-758-8435
Pole Line Road Baptist Church: Th 9am-11am. 770 Pole Line Rd. Davis. 530-753-4315
Salvation Army: 2nd & 4th W. 10am - noon. 413 Main St. Woodland 530-661-0141

Congregate Meals

***Fourth & Hope:** Dinner daily at 5pm. 1901 East Beamer St. Woodland. 530-661-1218
Davis Community Meals and Housing: Meals served Tu,Th 5:45pm-6:30pm; Sa 11:30am-12:15pm. 640 Hawthorn Ln. Davis. 530-753-9204
Meals on Wheels: Meals to seniors 60+, W 11am. 664 Cummins Wy. West Sacramento. & 2001 East St. Woodland. 530-662-7035

Clothes & Hygiene

Davis Community Meals and Housing: Showers, clothing, hygiene products & laundry facilities for homeless & low-income individuals/families. M-F 8am-2pm. 1111 H St. Davis. 530-756-4008
***Fourth & Hope:** Showers, laundry, phone use, & mail access for people in need. M, W, F noon-3pm. 1901 East Beamer St. Woodland. 530-661-1218
Shores of Hope Clothes Closet: M-F 7am-3:30pm. 110 Sixth St West Sacramento. 916-372-0200

Transportation

Davis Community Meals and Housing: Offers transportation arrangements. M-F 8am-2pm. 1111 H St. Davis. 530-753-4008
Dignity Health: Bus vouchers for disabled seniors 60+. M-F 8am-4pm. 20 N. Cottonwood St. Woodland. 530-669-3700
Shores of Hope: Transportation for individuals with disabilities and women with children for health services, employment, & to/from adult day programs. M-F 8am-4:30pm 110 6th St. West Sacramento. 916-372-0200

Substance Abuse

***Fourth & Hope:** Alcohol & drug treatment program. M-F 8:30am-5pm. 285 4th St. Woodland. 888-965-6647
Cache Creek Lodge Inc.: Alcohol & drug treatment for men. M-F 8am-5pm. 435 Aspen St. Woodland. 530-662-5727

2-1-1 Yolo is a 24/7, one-stop source for information on community, health, and social services for Yolo County. With a database of 2,000+ services, callers receive personalized information to match their needs. Bi-lingual specialists and access to a 24/7 interpreting service are available. Dial 2-1-1 today.

Back side of tri-fold Street Sheet

§ 933. Findings and Recommendations (Excerpt)

No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices.....

As used in this section "agency" includes a department.

§ 933.05. Responses to Findings (Excerpt)

- (a) For purposes of subdivision (b) of Section 933, as to **each** grand jury **finding**, the responding person or entity shall indicate one of the following:
 - (1) The respondent agrees with the finding.
 - (2) The respondent disagrees wholly or partially with the finding; in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.
- (b) For purposes of subdivision (b) of Section 933, as to **each** grand jury **recommendation**, the responding person or entity shall report one of the following actions:
 - (1) The recommendation has been implemented, with a summary regarding the implemented action.
 - (2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.
 - (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.
 - (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.
- (c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.
- (f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.(emphasis added)

BOARD COMMUNICATION: YOLO TRANSPORTATION DISTRICT
350 Industrial Way, Woodland, CA 95776---- (530) 661-0816

Topic: BeeLine Microtransit Progress Report	Agenda Item#:	7
	Agenda Type:	Informational
Prepared By: D. Romero		Attachments: Yes No
		Meeting Date: Sep 9, 2024

RECOMMENDATION:

Receive an update on the BeeLine microtransit operations in Woodland, Winters and Knights Landing.

BACKGROUND:

BeeLine is YoloTD’s on-demand microtransit service encompassing three zones serving the communities of Knights Landing, Winters, and Woodland. Unlike fixed-route services, BeeLine allows riders to schedule point-to-point on-demand trips as well as connections to various YoloTD services through a smartphone app, phone, or online platform.

The eye-catching vehicles and coordinated marketing push in Fall 2023 introduced Yolo residents to the BeeLine and how it operates. The new *BeeLine by Yolobus* app allows for real-time scheduling and tracking, online payments and an enhanced user experience.

Formerly known as YOUR Ride in Knights Landing and Winters, BeeLine underwent a rebranding and launched app-based booking in September 2023.

- Knights Landing BeeLine service hours are Monday through Friday 8:30 AM-5:30 PM, and Sundays from 8:30 AM-5:30 PM. One vehicle is deployed for this service area.
- Winters BeeLine service hours are from Monday through -Saturday 8:30 AM-4:30 PM. One vehicle is deployed for this service area.

Woodland BeeLine launched on September 18, 2023. BeeLine operates seven days a week in Woodland. We deploy four vehicles in Woodland during peak hours in the morning (8-10 am) and afternoon (3-5 pm), Monday to Friday. During all other hours of operation, two vehicles are available.

Woodland BeeLine hours of operation are:

- Mon-Thu 7am – 7 pm
- Fri 7 am – 11 pm
- Sat 9 am – 11 pm
- Sun 8am – 7pm

Recently, BeeLine was introduced to the community of Yolo on July 1, 2024. Riders can now book trips from the town of Yolo to Woodland. The service area in Yolo is shared with the town of Knights Landing. Yolo residents can enjoy the BeeLine service Monday through Friday 8:30 AM-5:30 PM, and Sundays from 8:30 AM-5:30 PM. One vehicle is deployed for this service area.

Over the last 11 months, BeeLine ridership has increased across all three service zones, underscoring the community's growing interest in the flexibility and accessibility that BeeLine provides.

DISCUSSION AND ANALYSIS

Ridership Trends:

Since BeeLine's launch in September, we have seen a steady increase in ridership. During these past eleven (11) months of operations, BeeLine has served a combined 27,252 rides across all three service zones. In the month of July, we saw our highest usage for BeeLine at a combined 3,850 rides, an 8% increase in ridership from last month.

In July, ridership reached a record-breaking number of 3,317 BeeLine riders in Woodland since the service's launch, BeeLine in Woodland has provided service to 21,814 passengers.

In Knights Landing and Winters, between January through May we saw ridership stabilize with a slight increase at the beginning of the year and slight decreases at the beginning of summer. The month of June saw the biggest change in ridership trends with a decrease of 32% from the previous month of May. This decline is consistent with seasonal trends because students are a large share of our riders (Woodland Community College and UC Davis). However, ridership picked back up again for the month of July, with a 51% increase in ridership compared to last month. Beginning from September 15th through July, BeeLine in Knights Landing, and Winters has served a combined 4,905 riders.

Figure 1. illustrates the recent ridership trends in all three service areas.

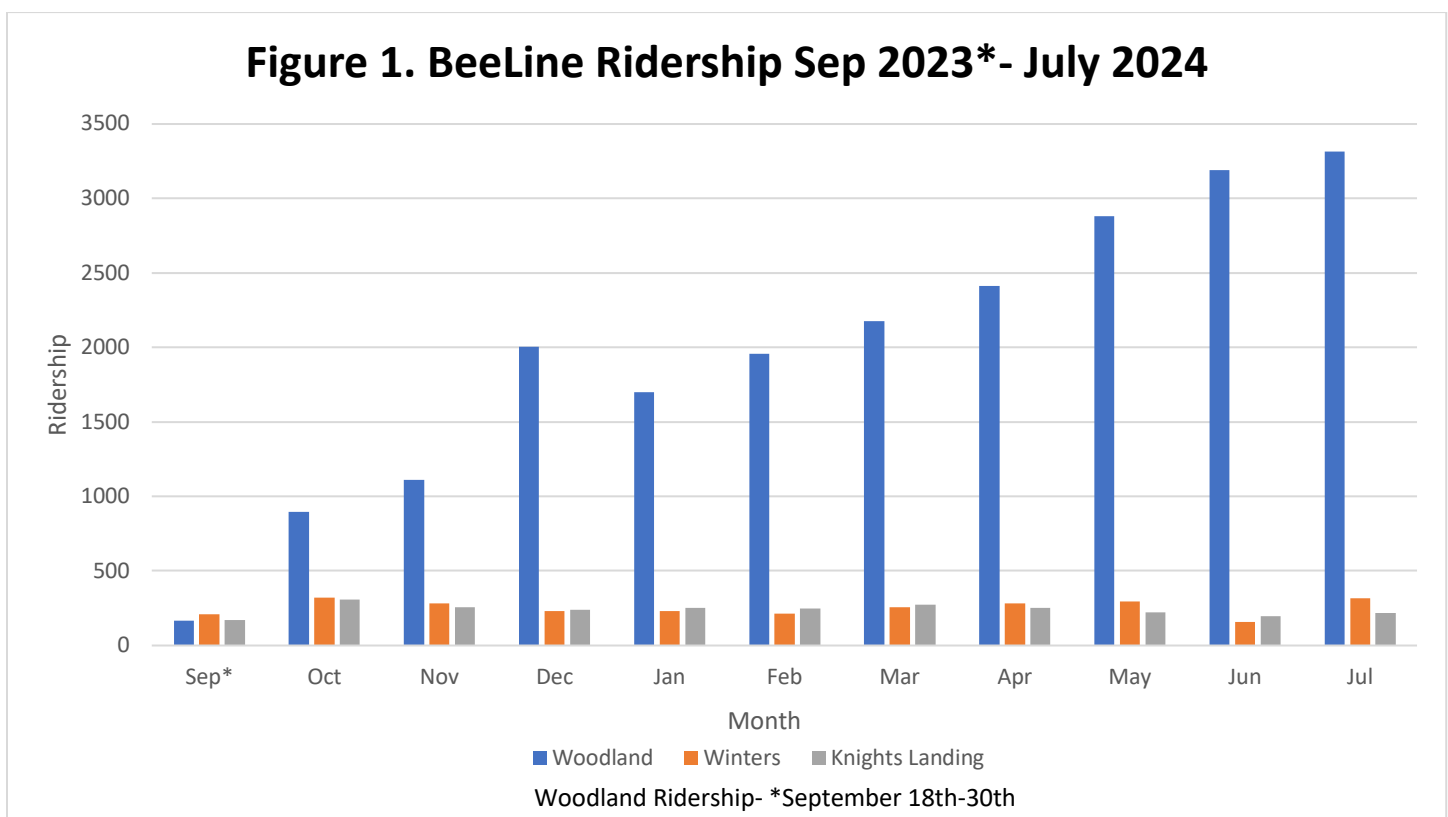
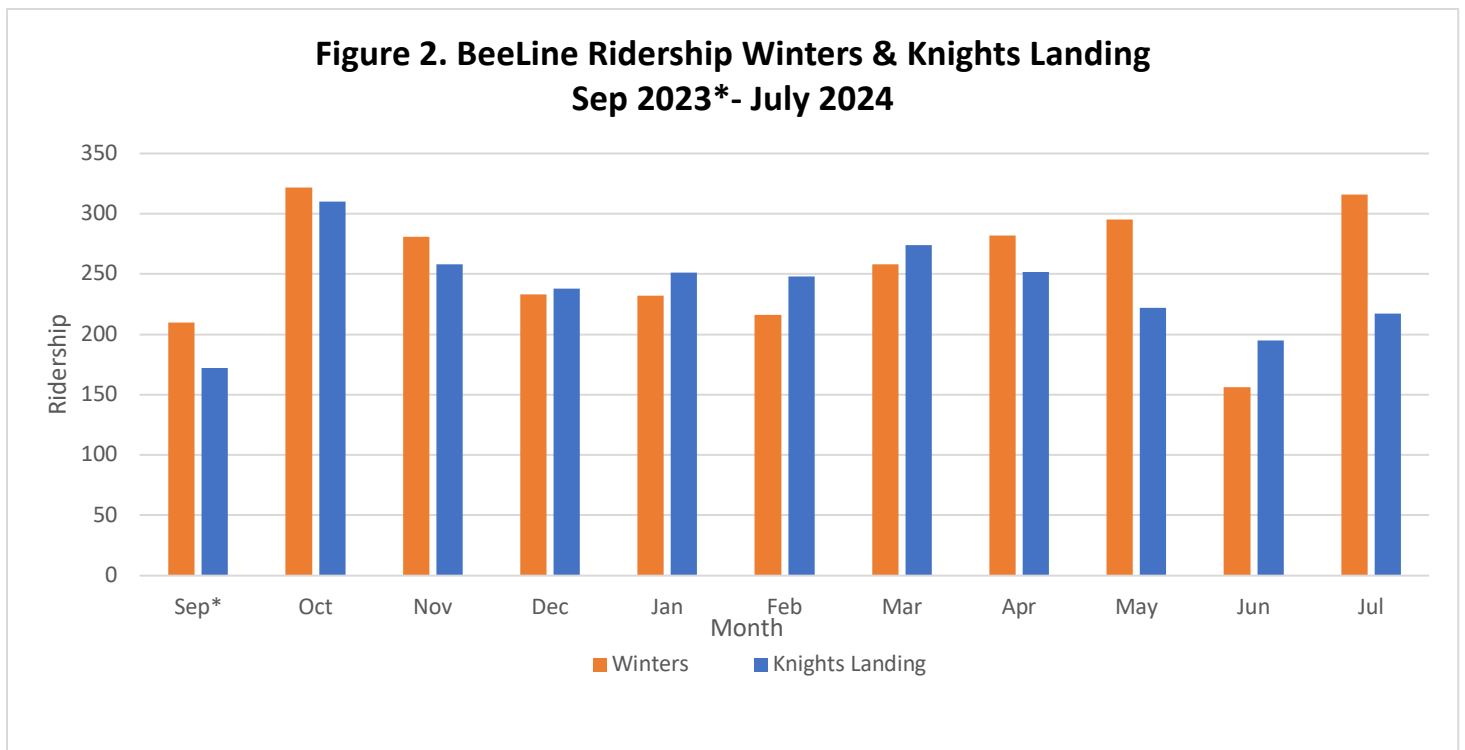


Figure 2. illustrates the recent ridership trends in Winters and Knights Landing.



Top Destinations:

To help understand travel patterns and how the service is being used, staff evaluated the top pick up and drop off locations in all three service areas from September 2023 – July 2024.

Top Destinations in Woodland:

The top three locations for pick up (origin) for Woodland are:

- (1) County Fair Mall (Yolobus Transit Center)
- (2) Woodland Community College, and
- (3) Veterans at Maxwell (Costco Shopping Center).

The top three locations for drop off (destination) for Woodland are:

- (1) County Fair Mall (Yolobus Transit Center)
- (2) Veterans at Maxwell (Costco/Gateway Shopping Center), and
- (3) Woodland Community College.

All three locations are also served by our Woodland local routes and the County Fair Mall Transit Center is the transfer point for our intercity bus routes. Additional top destinations for Woodland are in Figure 3. These include major retail destinations (Walmart, Costco), Woodland High school, and several residential neighborhoods located in central Woodland.

Figure. 3 Woodland Top Locations

Origins	Destinations
1. County Fair Mall (Woodland Transit Center)	1. County Fair Mall (Woodland Transit Center)
2. Woodland Community College	2. Veterans at Maxwell (Costco Shopping Center)
3. Veterans at Maxwell (Costco Shopping Center)	3. Woodland Community College
4. N. Ashley at W. Woodland (Yolo County Health and Human Services Agency)	4. E. Main at Wal-Mart
5. E. Main at Wal-Mart	5. W Elliot St at California St (Walmart)

Top Destinations for Winters Service Area:

The top three locations for pickup (origin) in Winters are:

- (1) El Rio Villa/Yolo Housing (Shams at Co. Rd. 32)
- (2) Lorenzo Market (Grant Ave at Morgan St), and
- (3) Downtown Winters (Main St at Rotary Park)

The top three locations for drop off (destinations) in the Winters service area are:

- (1) El Rio Villa/Yolo Housing (Shams at Co. Rd. 32)
- (2) Safeway/Marketplace Shopping Center in Davis (W. Covell at Sycamore), and
- (3) Lorenzo Market (Grant Ave at Morgan St).

Additional top destinations for Winters are in Figure 4. These include University Mall in Davis, Vacaville Walmart and several residential neighborhoods located in central Winters.

Figure. 4 Winters Top Locations

Origins	Destinations
1. Shams at Co. Rd. 32 (El Rio Villa/Yolo Housing)	1. Shams at Co. Rd. 32 (El Rio Villa/Yolo Housing)
2. E Grant Ave at Morgan St (Winters Lorenzo Market)	2. W. Covell at Sycamore (Davis Safeway/Marketplace Shopping Center)
3. E Main St at Rotary Park (Winters Rotary Park)	3. EB E Grant Ave at Morgan St (Winters Lorenzo Market)
4. W. Covell at Sycamore (Davis Safeway/Marketplace Shopping Center)	4. NB Hemenway St at Rosa Ave (Winters Residential)
5. Abbey St at 1st St (Across from Winters City Hall)	5. Abbey St at 1st St (Across from Winters City Hall)

Top Destinations for Knights Landing Service Area

The top three locations for pickup (origins) in the Knights Landing service area are:

- (1) Landing Grocery Store (6th St at Locust St)
- (2) Wayside Market (SB Locust St at Rd 116)
- (3) Woodland Community College.

The top three locations for drop-off (destinations) are:

- (1) Landing Grocery Store (WB 6th St at Locust St)
- (2) Wayside Market (SB Locust St at Rd 116)
- (3) E. Main at East Street (Woodland, Near Yolo County Courthouse)

Additional top destinations for Knights Landing are in Figure 5. These include residential areas in both Knights Landing and Woodland.

Figure. 5 Knights Landing Top Locations	
Origins	Destinations
1. WB 6th St at Locust St (Knights Landing Grocery)	1. WB 6th St at Locust St (Knights Landing Grocery)
2. SB Locust St at Rd 116 (Knights Landing Wayside Market)	2. SB Locust St at Rd 116 (Knights Landing Wayside Market)
3. Woodland Community College	3. E Main & East EB (Woodland)
4. EB 3rd St at Mill St (Knights Landing Post Office)	4. E. Main at Wal-Mart (Woodland)
5. E. Main at Wal-Mart (Woodland)	5. EB 3rd St at Mill St (Knights Landing Post Office)

Relationship Between Microtransit and Fixed-Route Services

A key consideration for microtransit services is how they interact with fixed-route bus services. In the case of both Knights Landing and Winters, microtransit service **replaced** fixed-route service – transit riders have no other choice. In West Sacramento and now Woodland, microtransit co-exists with fixed-route service. The introduction of microtransit service in Woodland provides a ‘natural experiment’ to help inform when and where each mode of transit performs best. Currently, YoloBus operates two local bus routes in Woodland, the 211 and 212. Woodland is also served by several intercity routes, the 42A/B (Intercity loop), 215 (Cache Creek) and 45 (Downtown Sacramento Express).

In January 2024, we restored early morning and late evening trips on Woodland local bus routes 211 and Route 212. The trips that were restored for Route 211 were the 6:00 AM, 7:00AM, and 8:00 PM. The trips that were restored for Route 212 were the 7:00 AM, 7:00 PM, and 8:00 PM. These early and late trips were suspended during the COVID pandemic and approved for restoration as part of the YoloGo study, but implementation was delayed due to the ongoing shortage of bus operators. Previously, service for both Routes 211 and 212 began at

8:00 AM and ended at 6:00 PM (Route 212) and 7:00 PM, making it impossible for students to use the service to get to school, and difficult for out-of-town commuters.

The restoration of these trips quickly led to increased ridership. Between January and March, we saw an average 25% increase in ridership on Routes 211 and 212. During this time BeeLine only saw a 4% average increase in ridership. This trend generally continued until July, when fixed-route ridership declined, and BeeLine ridership surged again. This suggests that students were taking advantage of the extended hours to get to/from school. (Recall that youth and UC Davis students ride free on fixed-route service, while they must pay for BeeLine).

Over the past year, ridership is 30% higher on local bus routes than on BeeLine in Woodland. Specifically, BeeLine Woodland provided 21,841 rides from September 2023 – July 2024. During the same time period, Woodland Local Routes 211 and 212 provided 37,285 rides.

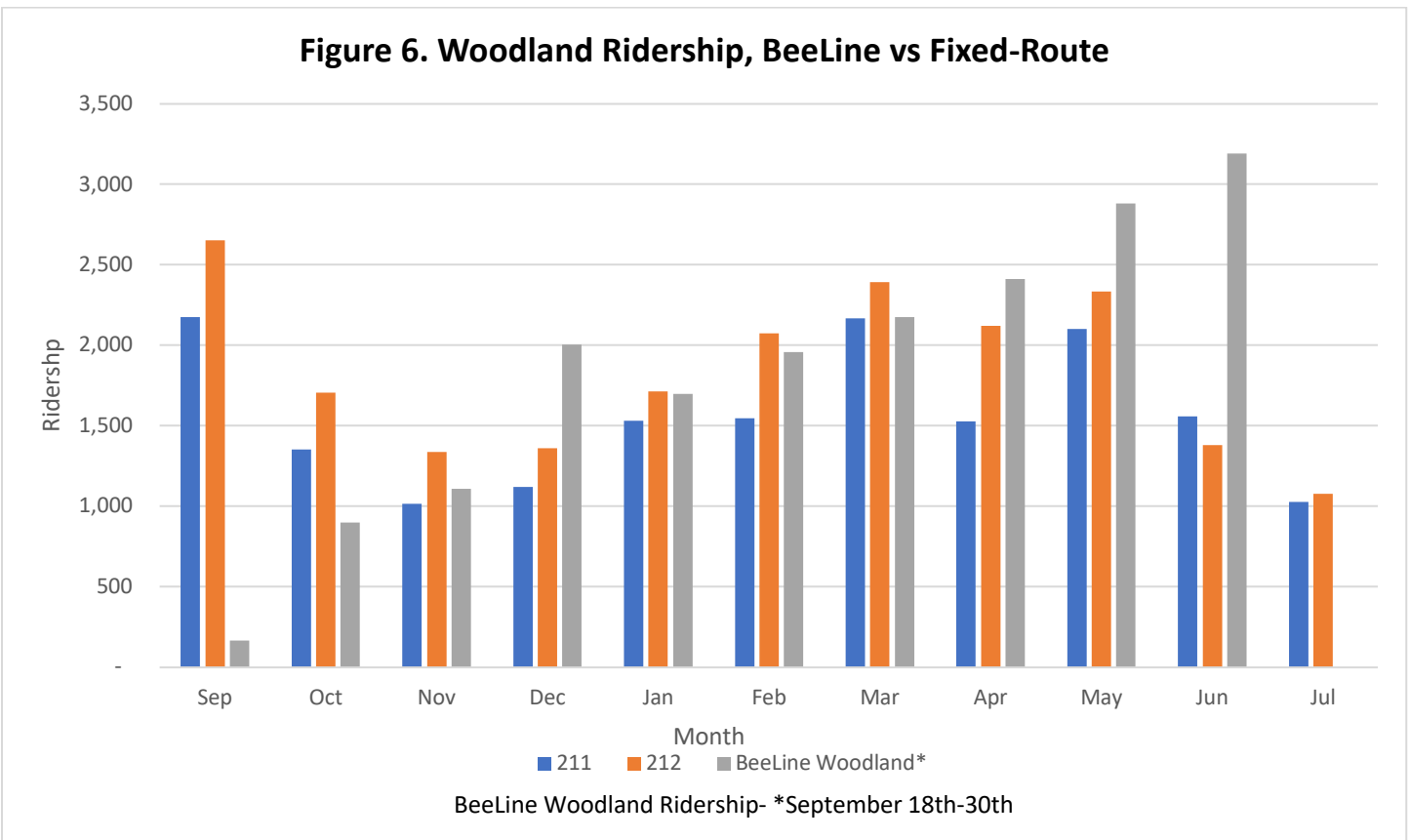
However, July was the second month in a row where BeeLine in Woodland had more ridership than Route 211 and Route 212 combined. In July, BeeLine Woodland had 3,317 riders, while Route 211 had 1,026 riders and Route 212 had 1,078 riders.

These trends are illustrated in Figure 6.

It will be interesting to see what happens when school is back in session this Fall. Will ridership on the fixed routes bounce back, driven by students who ride for free? Or will BeeLine continue to grow while the fixed routes continue to lose riders?

Staff are looking forward to continued monitoring, and the results of the Short-Range Transit Plan as it provides an opportunity to do a deeper analysis of the relationship between fixed route service and BeeLine microtransit.

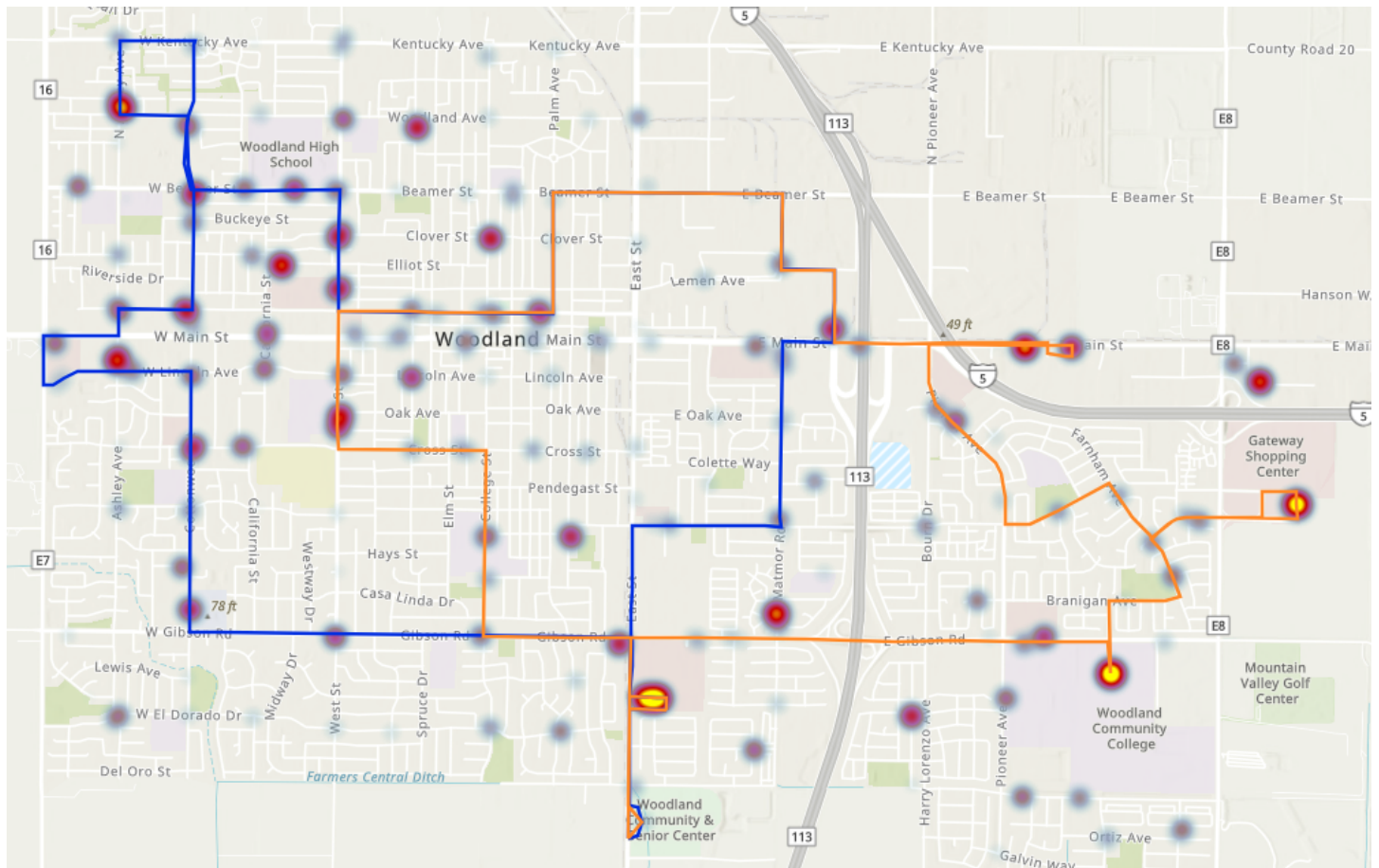
Figure 6. Woodland Ridership, BeeLine vs Fixed-Route



Overlapping Destinations for BeeLine and Fixed Route

It is noteworthy that BeeLine riders are accessing many of the same destinations that are served by Yolobus local routes. Figure 7 provides a heatmap of BeeLine pickup and drop off locations in Woodland between September through July, overlaid by our local bus routes. This shows that our top destinations remain near local shopping centers that are already served by Yolobus local routes. However, the heat map does illustrate other BeeLine hot spots which are not served by fixed routes, including the hotel zone near I-5 and some residential neighborhoods.

Figure 7. Woodland Service Heatmap with BeeLine top locations vs YoloBus Woodland Routes



Customer Satisfaction, Experience and Testimonials:

In its first 11 months of operation, many of our riders have expressed appreciation for the BeeLine service. Initially, YoloTD staff set a goal to have an average 4.5 out of 5-star rating for our riders experience. As of July 2024, we are happy to report that we have achieved an average 4.6 rider rating for all our services combined. Woodland achieved a 4.6 rating, Winters a 4.4/5 and Knights Landing a 4.7/5.

Staff do weekly checkups with our contractor Transdev to ensure that our customer experience continues to be a positive one. The weekly check-ins allow YoloTD staff to address any issues that may come up in our customer feedback log.

Here is a selection of comments left by customers on the BeeLine by YoloBus app:

- “Fantastic service with super helpful driver. Thank you, Yolo County, for providing this service.”
- “Awesome service! Such a great driver!!”
- “As always friendly, professional and very nice. She does a great job at driving and is on time”

Challenges with BeeLine:

At the last YoloTD board meeting staff mentioned all of the challenges we saw in the first 3 months of service. This ranged from Beeline service in Winters and Knights being late, missed pickups and just overall delays in the service.

YoloTD staff are working to ensure that our riders continue to be satisfied with their experience, but there are ongoing issues. During these past 11 months of service, our Knights Landing and Winters service has experienced some delays in on-time performance, with excessively long wait times. Staff have received complaints of riders being stranded at the end of the day in Winters, and occasionally in Knights Landing.

Problems in Winters Service Area:

During our 3-month update for BeeLine to the YoloTD board, board members requested that we investigate the long wait times in the Winters service area, as this was the source of the most complaints and concerns due to the large distances that BeeLine vehicles travel.

There are two main issues causing this situation: Insufficient vehicles and hours of operation relative to demand; and the software not being designed for use in rural areas. The first issue, insufficient vehicles and hours of operation, will be addressed by the addition of a second vehicle and extended hours of operation, as approved in FY 2024-25 Budget. We anticipate bringing a detailed service change proposal to the Board in November 2024, with implementation slated for January 2025.

The second issue is with the software. We are an “early adopter” using on-demand microtransit software to serve rural areas. RideCo, our microtransit software, designed for use in smaller, more urban service areas with shorter distances and multiple vehicles in service. We are providing feedback to RideCo and working with them to adjust ride-booking parameters and give our dispatchers and drivers more flexibility to override the software.

How are Vacaville travelers affecting the Winters service area?

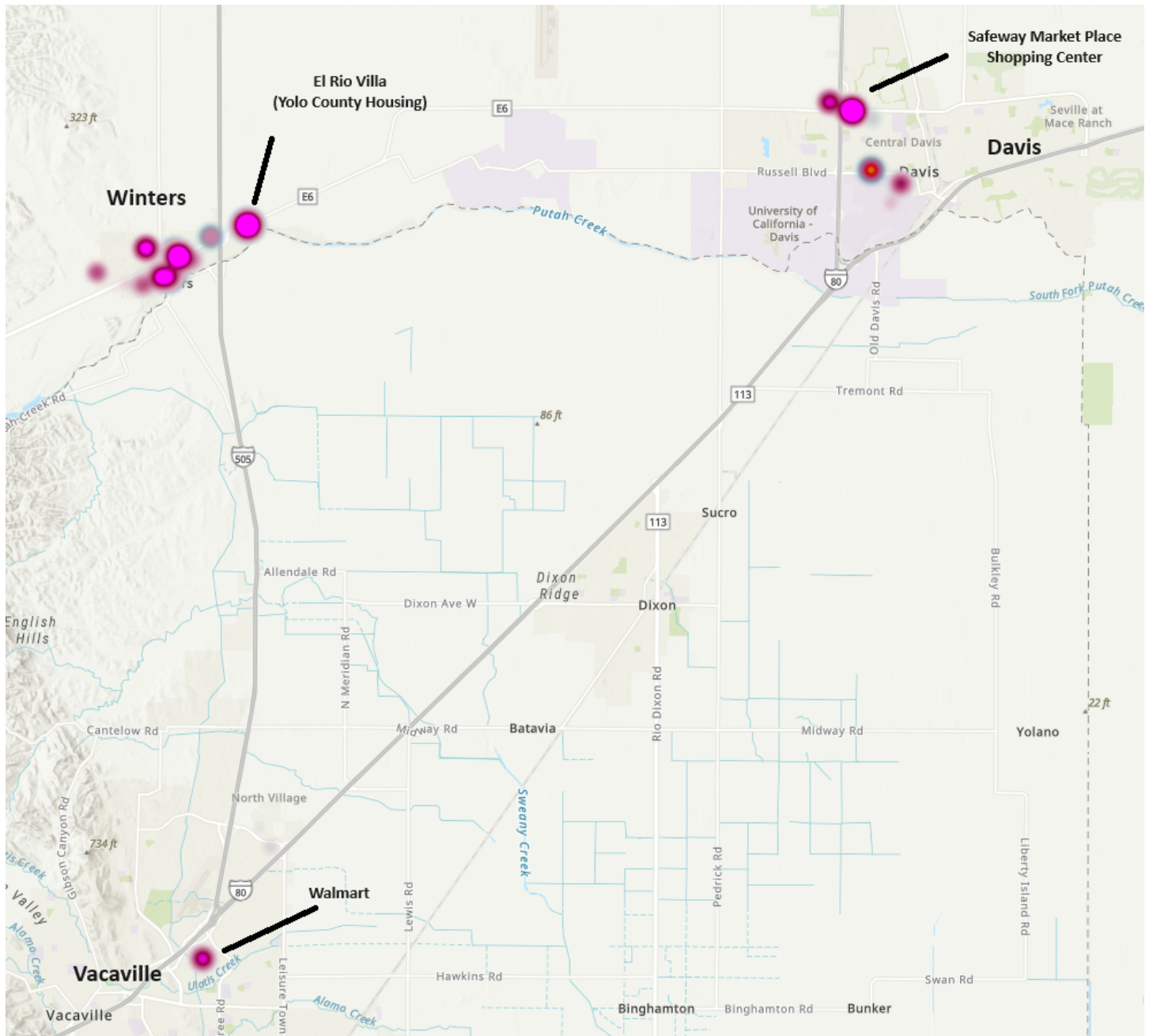
Another question raised by the Board was how many riders are requesting rides from the Vacaville area as well as Davis, and whether travelers from Vacaville to Davis are “clogging up” the service.

With the additional months of data, we found that the majority of trips in the Winters service zone are between Davis and Winters. We originally believed that the congestion was coming from Vacaville, but it appears that the demand is mostly for trips to/from Davis. As noted in Figure 4, The W. Covell at Sycamore stops (Davis Safeway/Marketplace shopping center) is one of the most popular stops for pickup and drop off in the Winters service zone, and none of the most popular stops are in Vacaville.

From September through July, there were only 243 rides requested across all Vacaville stop locations, compared, to the Davis W. Covell at Sycamore stop where over 700 rides were requested during the same time period. The Vacaville service area has three stops: Walmart, Kaiser, and Solano Community College. From September to July there were 226 rides to/from Walmart, 17 to/from Kaiser and 0 from Solano Community College.

Figure 8 illustrates the high demand in Davis compared to Vacaville as well as other locations in Winters. The darker the circle the more rides are being requested. Figure 7 shows both the origin and destination trips combined during the timeframe of September 18th through June.

Figure 8. Winters BeeLine Service Heat Map (September 18th – June)



Paratransit or BeeLine?

Another topic of concern that our YoloTD board members brought up was interaction between BeeLine and Paratransit. We continue to serve over 2,000 paratransit riders per month, which is normal ridership for paratransit. However, after several years of rapid increases in paratransit ridership coming out of the pandemic, we have seen the demand for paratransit level off and even decline slightly since BeeLine was introduced.

In Fiscal Year 2022-23 we provided 27,247 paratransit rides and in Fiscal Year 2023-24 we provided 26,557 paratransit rides, a slight 2% decrease. We know anecdotally that some of our paratransit riders have decided to move over to BeeLine for convenience and slightly lower fares. The differences in service has caused some confusion where mobility-impaired paratransit riders opt for BeeLine, but are unable to walk to the designated pickup location. YoloTD staff and our customer service team at Transdev continue to educate our riders on the differences between BeeLine and Paratransit.

Feedback from Citizens Advisory Committee:

The YoloTD Citizens Advisory Committee received an update on BeeLine service on July 22, 2024. Overall feedback from our CAC members was positive, many expressed that they had heard that many of our riders were happy with the service in Winters and Knights Landing. They were excited to hear that the service had begun in the town of Yolo on July 1st.

Here is a summary of the questions and feedback from the CAC:

- One CAC member encouraged us to reach out to Community Corazon in Winters, who has relationships with Solano Community College to boost ridership between Winters and Vacaville – they may not realize they can ride BeeLine to Solano Community College. Educate people about the connectivity to fixed route transit.
- “Great to see how fixed routes and microtransit are complementing each other in Woodland. Seems to be boosting both fixed route and microtransit.”
- Consider restoring the old Route 220, which served the route from Davis to Winters to Vacaville before it was converted to microtransit. The demand may be too high to be efficiently served by microtransit, even with a second vehicle added.
- Interesting to see BeeLine in Woodland is popular among hotel guests. Hotels in Woodland are also the overflow hotels for UC Davis during peak seasons like Fall and graduation.

NEXT STEPS

On July 8, 2024, the YoloTD board members approved the FY 2024-25 Budget which allows for future expansion of BeeLine service in the Winters and Knights Landing areas. While the Budget makes funds available for these expansions, the Board must take separate action to approve a service change, after completing a formal public hearing process.

The Board-approved budget would allow an increase in service hours and number of vehicles for both Winters and Knights Landing up to the maximum expansion outlined below:

- Winters BeeLine service hours could increase from the current 8:30 AM - 4:30 PM to 7:00 AM - 7:00 PM Monday-Saturday. One additional vehicle could be deployed for this service area, bringing the total number of vehicles to two.
- Knights Landing/Yolo service hours could increase from the current 8:30 AM - 5:30 PM to 7:00 AM - 7:00 PM Monday-Friday and 8:30-5:30 on Sunday. One additional vehicle could be deployed for this service area, bringing the total number of vehicles to two.

YoloTD staff will develop a specific change proposal based on data and public/rider input and will implement the service expansion as driver and vehicle availability allow. We currently anticipate bringing that service change proposal to the YoloTD Board in November, with service expansion tentatively scheduled for January 2025.

For now, we invite the YoloTD Board members observations and questions on this update on any additional data or analyses they would like to see included in future updates and/or service change proposals.

FISCAL IMPACT:

None. BeeLine operations are included the FY 24-25 Microtransit budget.

BOARD COMMUNICATION: YOLO TRANSPORTATION DISTRICT
350 Industrial Way, Woodland, CA 95776---- (530) 661-0816

Topic: Long-Range Calendar	Agenda Item#: Agenda Type:	8d Informational	
		Attachments:	Yes <input checked="" type="radio"/> No
Prepared By: A. Bernstein		Meeting Date: September 9, 2024	

RECOMMENDATION:

The following agenda items are tentatively scheduled for upcoming meetings of the YoloTD Board of Directors.

Long Range Calendar Agenda Items

October 2024

- Discuss Goals and Format for Special Workshop(s) on YoloTD Budget and Funding Sources
- Update on Internal Controls
- Update on Yolo Active Transportation Corridors (YATC) Project
- Public Hearing and Possible Action on Restoration of Route 44 and Schedule Changes to Routes 43 and 230 (Davis Express Routes)

November 2024

- Woodland Transit Center: Authorize Contract Amendment with Kimley Horn for 100% Design of Court Street Location
- Public Hearing and Possible Action on BeeLine Service Changes in Winters
- Caltrans Letter of Commitment to the Capitol Area Regional Tolling Authority

December 2024

- Update on Short Range Transit Plan
- Possible Action to Renew Youth Ride Free and other free fare programs
- Yolo Active Transportation Corridors (YATC) Expenditure Authorization Request for Design
- Adopt 2025 Meeting Schedule