

# Agenda



## Regular Board Meeting of the Board of Directors

*Meeting Location:*

**Basin Transit Operations Center  
62405 Verbena Road  
Joshua Tree, CA 92252**

It is the intention of Basin Transit to comply with the Americans with Disabilities Act in all respects. If you have a disability and need accommodation to participate in the meeting, please call the Assistant Board Secretary at 760-366-2986 or email [michal@basin-transit.com](mailto:michal@basin-transit.com) for assistance so the necessary arrangements can be made.

Public comments may be submitted via email to the Assistant Board Secretary at [michal@basin-transit.com](mailto:michal@basin-transit.com) prior to January 24, 2024, at 5:00 PM with your name, telephone number, and subject of your public comment (agenda item or non-agenda item). If you send written comments, your comments will be made part of the official record of the proceedings and read into the record if they are received by the deadline above.

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### **Board of Directors**

McArthur Wright, Chair  
Jeff Drozd, Vice Chair  
Merl Abel  
Jennifer Henning  
Daniel L. Mintz, Sr.  
Dawn Rowe (Danielle Harrington Designee)

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### **Officers**

Cheri Holsclaw, Board Secretary  
Michal Brock, Assistant Board Secretary



## REGULAR MEETING OF THE BOARD OF DIRECTORS

### AGENDA

Thursday, January 25, 2024  
62405 Verbenia Road, Joshua Tree CA 92252  
5:00 PM

#### 1.0 CALL TO ORDER

##### PLEDGE OF ALLEGIANCE

**ROLL CALL:** Board Members: Abel, Drozd, Harrington, Henning, Mintz, and Chair Wright

#### 2.0 SPECIAL RECOGNITIONS AND PRESENTATIONS

2.1 Employee of the Quarter

#### 3.0 PUBLIC COMMENTS

3.1 This is a time for comments from the public on any subject not on the agenda. The Brown Act prohibits the Basin Transit Board of Directors from responding at length to questions on matters not on the agenda. Matters may, however, be referred to staff for scheduling on a future agenda. Comment time is limited to three minutes.

3.2 Public comments on specific agenda items will be deferred until consideration of the item on the agenda. Comment time is limited to three minutes.

**4.0 CONSENT CALENDAR**—All matters listed under the Consent Calendar are to be considered routine by the Basin Transit Board and will be enacted by one motion in the form listed. Any item may be removed from the Consent Calendar and considered separately by the Board under item 6.0 on the agenda. The public may comment on Consent Calendar items prior to Board action (roll call vote).

4.1 Minutes of the November 16, 2023 Board Meeting

**Staff Recommendation: Approve Minutes**

4.2 Treasurer's Report for October and November 2023

**Staff Recommendation: Approve Treasurer's Reports**

4.3 Warrant Register through November 30, 2023

**Staff Recommendation: Approve Warrant Register**

- 4.4 Ridership Reports  
**Staff Recommendation: Receive and File**
- 4.5 Financial Reports  
**Staff Recommendation: Receive and File**
- 4.6 Taxi Report  
**Staff Recommendation: Receive and File**
- 4.7 General Manager's Reports  
**Staff Recommendation: Receive and File**
- 4.8 Operations Report  
**Staff Recommendation: Receive and File**
- 4.9 Audited Financial Report for Fiscal Year 2023  
**Staff Recommendation: Receive and File**
- 4.10 2024 Board Calendar  
**Staff Recommendation: Adopt Basin Transit's 2024 Board Calendar**

ACTION: Move\_\_\_\_\_ 2<sup>nd</sup>\_\_\_\_\_ Roll Call Vote

**5.0 ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION AND/OR PARTICIPATION AND/OR ADDED AGENDA ITEMS**

**6.0 OLD BUSINESS**

NONE

**7.0 NEW BUSINESS**

- 7.1 Election of Board Officers for Calendar Year 2024  
**Staff Recommendation: Elect Chair, Vice-Chair and Secretary with Terms to Expire January 2025**

ACTION: Move\_\_\_\_\_ 2<sup>nd</sup>\_\_\_\_\_ Voice Vote

- 7.2 Election of Member "At-Large" for Calendar Year 2024 and 2025  
**Staff Recommendation: Elect Basin Transit Member "At-Large" for Two-Year Term**

ACTION: Move\_\_\_\_\_ 2<sup>nd</sup>\_\_\_\_\_ Voice Vote

- 7.3 Basin Transit Sub-Committee Assignments  
**Staff Recommendation: Discuss and Assign Board Members as appropriate**

ACTION: Move \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ Voice Vote

- 7.4 Auto-Pay for Bill Payments  
**Staff Recommendation: Approve Use of Auto-Pay for Paying Bills**

ACTION: Move \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ Roll Call Vote

- 7.5 Revisions to Employee Handbook  
**Staff Recommendation: Approve 2024 Employee Handbook Revisions**

ACTION: Move \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ Roll Call Vote

- 7.6 RFP 24-01 Onboard Passenger Information System  
**Staff Recommendation: Approve RFP 24-01 Onboard Passenger Information System**

ACTION: Move \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ Roll Call Vote

## 8.0 CLOSED SESSION

NONE

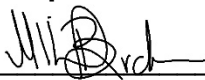
## 9.0 GENERAL MANAGER UPDATE

## 10.0 FUTURE BOARD INITIATED AGENDA ITEMS

- 11.0 **BOARD MEMBER COMMENTS** - This is the time for comments from the Board members on any subject.

- 12.0 **ADJOURNMENT** - The next regularly scheduled board meeting will be held on Thursday, March 28, 2024, at 5:00 PM at the Basin Transit Operations Center, 62405 Verbena Road, Joshua Tree CA 92252.

All items appearing on this Agenda, whether or not expressly listed for action, may be deliberated and may be subject to action by the Board. **This agenda is certified to have been posted on or before January 22, 2024, at 5:00 PM.**

  
\_\_\_\_\_  
Michal Brock, Assistant Board Secretary

1/19/2024  
\_\_\_\_\_  
Date

## **BASIN TRANSIT**

TO: Board of Directors

FROM: Cheri Holsclaw, General Manager

DATE: January 25, 2024

RE: Minutes of the November 16, 2023 Board Meeting

**STAFF RECOMMENDATION: APPROVE MINUTES**

BASIN TRANSIT

**REGULAR MEETING OF  
THE BOARD OF DIRECTORS**

Thursday, November 16, 2023 5:00 p.m.  
Basin Transit Operations Center  
62405 Verbena Road  
Joshua Tree, CA 92252

**ACTION MINUTES**

**1.0 CALL TO ORDER** – Vice-Chair Drozd called the meeting to order at 5:02 p.m.

**PLEDGE OF ALLEGIANCE** – Vice-Chair Drozd

**ROLL CALL**

Members Present:

*Merl Abel	Jeff Drozd
Danielle Harrington	Jennifer Henning
Ben Sasnett	

\* Arrived at 5:10 p.m., after vote was taken on action item no. 4.0.

Members Absent:

Dan Mintz	McArthur Wright
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**2.0 SPECIAL RECOGNITIONS AND PRESENTATIONS**

2.1 Recognition of Employee of the Quarter: Matt Atkins, Operations Manager, recognized Juan Oyola as the Employee of the Quarter.

**3.0 PUBLIC COMMENTS**

NONE

**4.0 CONSENT CALENDAR**

4.1 Minutes of the September 28, 2023 Board Meeting

4.2 Treasurer's Report for August and September 2023

4.3 Warrant Register through September 30, 2023

- 4.4 Ridership Reports
- 4.5 Financial Reports
- 4.6 Taxi Report
- 4.7 General Manager's Reports
- 4.8 Operations Report
- 4.9 End-of-Year Employee Recognition

**ACTION:** Board Member Sasnett moved to approve the Consent Calendar (items 4.1 - 4.9); seconded by Board Member Henning: motion passed by Roll Call Vote (4-0).

**5.0 ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION AND/OR PARTICIPATION AND/OR ADDED AGENDA ITEMS**

NONE

**6.0 OLD BUSINESS**

NONE

**7.0 NEW BUSINESS**

**7.1 Revisions to FY 2023/24 Budget and Transit Operating and Capital Plan**

Cheri Holsclaw requested approval to amend the fully funded FY 2023/24 Transit Operating and Capital Plan budget, resulting in a 7.31% on the line items detailed in the Board report, and authorization to file a revised Transit Claim with SBCTA.

**ACTION:** Board Member Abel moved to approve revisions to the FY 2023/24 Budget and Transit Operating and Capital Plan as presented and authorize staff to file a revised transit claim; seconded by Board Member Harrington: motion passed by Roll Call Vote (5-0).

**8.0 CLOSED SESSION**

NONE

**9.0 GENERAL MANAGER UPDATE**

Cheri shared that Basin Transit will host the first annual Fill-the-Bus food drive at the Yucca Valley Walmart on Friday, November 17, 2023. Cheri also invited the

Board Members to Basin Transit's End-of-Year Recognition Dinner that will be held on Sunday, December 3, 2023.

#### **10.0 FUTURE BOARD INITIATED AGENDA ITEMS**

Board Member Sasnett requested that staff explore potentially going fare-free in the future.

Vice-Chair Drozd would like staff to consider potentially adding a stop at Buena Vista and Hwy. 247 and maybe adjusting the routes that serve that area.

Board Member Abel inquired about the evaluation process for route planning.

#### **11.0 BOARD MEMBER COMMENTS**

Comments were made by the following Board Members:

Board Member Sasnett

#### **12.0 ADJOURNMENT**

The meeting adjourned at 5:27 p.m. Thursday, November 16, 2023.

Respectfully submitted,

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

Michal Brock, Assistant Board Secretary



## **BASIN TRANSIT**

TO: Board of Directors

FROM: Cheri Holsclaw, General Manager

DATE: January 25, 2024

RE: Treasurer's Reports for October and November 2023

**STAFF RECOMMENDATION: APPROVE TREASURER'S REPORTS**

**BASIN TRANSIT**  
**TREASURER'S REPORT**  
**October 31, 2023**

Beginning Balance:	September 30, 2023	7,332,340
Receipts		1,437,321
Disbursements		826,090
Interest Received		<u>21,427</u>
Ending Balance:	October 31, 2023	<u>7,964,998</u>

LOCATION OF FUNDS:	BALANCE	INTEREST EARNED	INTEREST RATE
US Bank General	\$ 63,888	-	0.00%
US Bank Class E	\$ - \$	-	0.00%
Pacific Western Bank Procurement Fees	\$ 1,293,398 \$	-	0.00%
US Bank MAIN	\$ 2,490,779 \$	-	0.00%
Pacific Western Bank	\$ 303,331 \$	-	0.00%
LAIF	\$ 3,346,898 \$	-	0.00%
US Bank PTMISEA	\$ 238,529 \$	-	0.00%
US Bank LCTOP	\$ 166,748 \$	-	0.00%
US Bank SGR (SB1)	\$ 61,426 \$	-	0.00%
	<u>\$</u>	<u>-</u>	<u>0.00%</u>
TOTAL INVESTMENTS	<u>\$ 7,964,998</u>	<u>\$ -</u>	

**BASIN TRANSIT**  
**TREASURER'S REPORT**  
**November 30, 2023**

Beginning Balance:	October 31, 2023	7,964,998
Receipts		300,238
Disbursements		652,305
Interest Received		<u>45</u>
Ending Balance:	November 30, 2023	<u>7,612,976</u>

LOCATION OF FUNDS:	BALANCE	INTEREST EARNED	INTEREST RATE
US Bank General	\$ 63,577	-	0.00%
US Bank Class E	\$ -	\$ -	0.00%
Pacific Western Bank Procurement Fees	\$ 1,299,388	\$ -	0.00%
US Bank MAIN	\$ 2,296,294	\$ -	0.00%
Pacific Western Bank	\$ 140,093	\$ -	0.00%
LAIF	\$ 3,346,898	\$ -	0.00%
US Bank PTMISEA	\$ 238,533	\$ -	0.00%
US Bank LCTOP	\$ 166,762	\$ -	0.00%
US Bank SGR (SB1)	\$ 61,431	\$ -	0.00%
		\$ -	0.00%
TOTAL INVESTMENTS	<u>\$ 7,612,976</u>	<u>\$ -</u>	

## **BASIN TRANSIT**

TO: Board of Directors  
FROM: Cheri Holsclaw, General Manager  
DATE: January 25, 2024  
  
RE: Warrant Register through November 2023

**STAFF RECOMMENDATION: APPROVE WARRANT REGISTER**

# BASIN TRANSIT WARRANT REGISTER

As of October 31, 2023

Date	Name	Memo	Paid Amount
10/02/2023	[EMPLOYEE]	WAGES	-566.71
10/02/2023	[EMPLOYEE]	WAGES	-566.05
10/02/2023	SPECTRUM	TELEPHONE	-373.91
10/03/2023	DAN MINTZ	BOARD MEMBER STIPEND	-100.00
10/03/2023	JEFF DROZD	BOARD MEMBER STIPEND	-100.00
10/03/2023	JENNIFER HENNING	BOARD MEMBER STIPEND	-100.00
10/03/2023	McARTHUR WRIGHT	BOARD MEMBER STIPEND	-100.00
10/03/2023	SENTINEL BENEFITS	OUTSIDE SERVICES	-25.00
10/04/2023	PACIFIC WESTERN BANK	DEPOSIT CORRECTION	0.02
10/05/2023	JOE MEER	MEETINGS & MILEAGE REIMB.	-523.14
10/05/2023	BIT ONE IT SOLUTIONS, LLC	OUTSIDE SERVICES	-450.00
10/05/2023	CARQUEST - YUCCA VALLEY	PARTS	-140.35
10/05/2023	GOLD MOUNTAIN CALIFORNIA NEW MEDIA INC.	MARKETING/PROMOTIONS	-734.10
10/05/2023	O'REILLY AUTO PARTS	PARTS	-4.71
10/05/2023	PALM SPRINGS MOTORS	PARTS	-60.90
10/05/2023	PRUDENTIAL OVERALL SUPPLY	UNIFORMS	-110.62
10/05/2023	TRINITY CONSULTANTS, INC.	PROFESSIONAL FEES	-7,175.00
10/05/2023	VOYAGER	FUEL	-4,229.70
10/05/2023	CALPERS HEALTH/RETIREMENT	HEALTH INSURANCE	-21,385.99
10/06/2023	ADP	WAGES	-66,772.69
10/06/2023	ADP	WAGES	-11,838.34
10/06/2023	CALPERS HEALTH/RETIREMENT	RETIREMENT	-8,138.36
10/06/2023	CALPERS HEALTH/RETIREMENT	RETIREMENT	-4,783.55
10/06/2023	CALPERS 457 PROGRAM	SUPPL RETIREMENT	-4,329.96
10/06/2023	ADP	WAGES	-150.95
10/06/2023	ADP	OUTSIDE SERVICES	-207.50
10/06/2023	ADP	OUTSIDE SERVICES	-1,005.89
10/10/2023	[EMPLOYEE]	WAGES	-203.67
10/10/2023	SOUTHERN CALIFORNIA EDISON	UTILITIES	-13,683.86
10/10/2023	ARCO	FUEL	-1,161.48
10/10/2023	NEC CLOUD COMMUNICATIONS AMERICA, INC.	TELEPHONE	-562.58
10/13/2023	PACIFIC WESTERN BANK	DEPOSIT CORRECTION	0.25
10/15/2023	VISION SERVICE PLAN	VISION INSURANCE	-394.02
10/16/2023	PACIFIC WESTERN BANK	DEPOSIT CORRECTION	0.25
10/18/2023	PACIFIC WESTERN BANK	DEPOSIT CORRECTION	-1.00
10/20/2023	ADP	WAGES	-66,847.14
10/20/2023	ADP	WAGES	-12,243.52
10/20/2023	CALPERS HEALTH/RETIREMENT	RETIREMENT	-8,056.01
10/20/2023	CALPERS HEALTH/RETIREMENT	RETIREMENT	-4,730.77
10/20/2023	ADP	WAGES	-150.95
10/20/2023	ADP	OUTSIDE SERVICES	-197.50
10/23/2023	A-1 AUTO ELECTRIC	OUTSIDE SERVICES	-900.80
10/23/2023	ADP	OUTSIDE SERVICES	-130.80
10/23/2023	AIS	PRINTING & REPRODUCTION	-61.30
10/23/2023	BATTERY SYSTEMS	PARTS	-408.51
10/23/2023	BENEFIT COORDINATORS CORP	DENTAL INSURANCE	-1,615.80

# BASIN TRANSIT WARRANT REGISTER

As of October 31, 2023

10/23/2023	BURRTEC	UTILITIES	-78.34
10/23/2023	CHARLES ABBOTT & ASSOCIATES INC.	PROFESSIONAL FEES	-228.75
10/23/2023	DESERT ARC	OUTSIDE SERVICES	-270.00
10/23/2023	DIAMOND ENVIRONMENTAL SERVICES	UTILITIES	-129.77
10/23/2023	COPPER MOUNTAIN BROADCASTING	MARKETING/PROMOTIONS	-508.00
10/23/2023	FRONTIER COMMUNICATIONS	TELEPHONE	-271.27
10/23/2023	FRONTIER COMMUNICATIONS	TELEPHONE	-58.42
10/23/2023	FRONTIER COMMUNICATIONS	TELEPHONE	-72.78
10/23/2023	HI DESERT WATER DISTRICT	UTILITIES	-553.82
10/23/2023	JOSHUA BASIN WATER DISTRICT	UTILITIES	-447.66
10/23/2023	FRONTIER COMMUNICATIONS	TELEPHONE	-97.98
10/23/2023	GOLD MOUNTAIN CALIFORNIA NEW MEDIA INC.	MARKETING/PROMOTIONS	-734.10
10/23/2023	HI DESERT WATER DISTRICT	UTILITIES	-122.72
10/23/2023	IMAGE SOURCE	CREDIT APPLIED	0.00
10/23/2023	JOSHUA BASIN WATER DISTRICT	UTILITIES	-722.47
10/23/2023	JOSHUA TREE LANDSCAPE & GROUNDS MAINT	OUTSIDE SERVICES	-833.75
10/23/2023	KCDZ	MARKETING/PROMOTIONS	-460.00
10/23/2023	LANDIRENZO	OUTSIDE SERVICES	-1,255.74
10/23/2023	LEFEVRE'S TOWING INC.	OUTSIDE SERVICES	-1,140.00
10/23/2023	NAPA	PARTS	-583.71
10/23/2023	O'REILLY AUTO PARTS	PARTS	-34.45
10/23/2023	PALM SPRINGS MOTORS	PARTS	-942.99
10/23/2023	PARKHOUSE TIRES	TIRES	-3,678.45
10/23/2023	PRUDENTIAL OVERALL SUPPLY	UNIFORMS	-545.36
10/23/2023	QUILL CORPORATION	OFFICE SUPPLIES	-114.56
10/23/2023	RUTAN & TUCKER, LLP	PROFESSIONAL FEES	-2,628.90
10/23/2023	SPECTRUM	UTILITIES	-411.90
10/23/2023	SUNNY AND SONS	OUTSIDE SERVICES	-99.00
10/23/2023	THE GAS COMPANY	FUEL	-15,791.15
10/23/2023	THE GAS COMPANY	UTILITIES	-31.31
10/23/2023	TRANS-WEST TRUCK CENTER	PARTS	-736.60
10/23/2023	TRINITY CONSULTANTS, INC.	PROFESSIONAL FEES	-3,795.00
10/23/2023	TWENTYNINE PALMS WATER DISTRICT	UTILITIES	-93.76
10/23/2023	VERIZON	TELEPHONE	-200.05
10/23/2023	PACIFIC WESTERN BANK	DEPOSIT CORRECTION	-0.01
10/24/2023	TRANS-WEST TRUCK CENTER	CAPITAL TO BE REIMBURSED	-5,514.53
10/24/2023	US BANK	CREDIT CARD PAYMENT	-3,109.39
10/24/2023	ARCO	FUEL	-525.30
10/24/2023	TREP	MILEAGE REIMBURSEMENTS	-2,283.54
10/24/2023	CALPERS HEALTH/RETIREMENT	CERBT	-14,165.00
10/24/2023	CALPERS HEALTH/RETIREMENT	CEPPT	-10,034.00
10/25/2023	[EMPLOYEE]	WAGES	-55.32
10/26/2023	CALPERS 457 PROGRAM	SUPPL RETIREMENT	-4,370.37
10/26/2023	PACIFIC WESTERN BANK	DEPOSIT CORRECTION	-1.00
10/31/2023	[EMPLOYEE]	HRA REIMBURSEMENTS	-2,234.60
10/31/2023	[EMPLOYEE]	HRA REIMBURSEMENTS	-310.00
10/31/2023	[EMPLOYEE]	HRA REIMBURSEMENTS	-755.72

**BASIN TRANSIT  
WARRANT REGISTER**

**As of October 31, 2023**

10/31/2023	[EMPLOYEE]	HRA REIMBURSEMENTS	-95.00
10/31/2023	[EMPLOYEE]	HRA REIMBURSEMENTS	-555.64
10/31/2023	[EMPLOYEE]	HRA REIMBURSEMENTS	-237.43
10/31/2023	[EMPLOYEE]	HRA REIMBURSEMENTS	-337.14
10/31/2023	[EMPLOYEE]	HRA REIMBURSEMENTS	-15.00
10/31/2023	[EMPLOYEE]	HRA REIMBURSEMENTS	-329.80
10/31/2023	[EMPLOYEE]	HRA REIMBURSEMENTS	-201.31
10/31/2023	CHERI HOLSCLOW	PROFESSIONAL FEES REIMB.	-15.00
10/31/2023	JANUARY RODRIGUEZ	EMPLOYEE EXPENSE	-53.00
10/31/2023	JOE MEER	MEETINGS & MILEAGE REIMB.	-530.15
10/31/2023	ROBIN OSIP	EMPLOYEE EXPENSE	-10.00
10/31/2023	CUMMINS CAL PACIFIC	PARTS	-1,939.08
10/31/2023	O'REILLY AUTO PARTS	PARTS	-223.50
10/31/2023	PALM SPRINGS MOTORS	PARTS	-136.51
10/31/2023	SPECTRUM	UTILITIES	-132.98
10/31/2023	DENNIS DUKE	PROFESSIONAL FEES	-302.00
10/31/2023	PACIFIC WESTERN BANK	DEPOSIT CORRECTION	-0.51
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			-331,468.20
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			<b>-331,468.20</b>
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# BASIN TRANSIT WARRANT REGISTER

As of November 30, 2023

Date	Name	Memo	Paid Amount
11/02/2023	ADP	OUTSIDE SERVICES	-143.88
11/03/2023		201 · MANAGEMENT/SUPER. SALARIES	0.00
11/03/2023	ADP	WAGES	-71,756.96
11/03/2023	ADP	WAGES	-12,882.05
11/03/2023	CALPERS HEALTH/RETIREMENT	RETIREMENT	-8,778.81
11/03/2023	CALPERS HEALTH/RETIREMENT	RETIREMENT	-4,785.95
11/03/2023	CALPERS 457 PROGRAM	SUPPL RETIREMENT	-4,527.96
11/03/2023	ADP	OUTSIDE SERVICES	-150.95
11/03/2023	ADP	OUTSIDE SERVICES	-207.50
11/03/2023	ADP	OUTSIDE SERVICES	-467.14
11/03/2023	SENTINEL BENEFITS	420 · OUTSIDE SERVICES	-25.00
11/05/2023	CALPERS HEALTH/RETIREMENT	HEALTH INSURANCE	-21,408.32
11/06/2023	[EMPLOYEE]	WAGES	-20.31
11/08/2023		101 · FIXED ROUTES	-0.10
11/10/2023	SOUTHERN CALIFORNIA EDISON	431 · UTILITIES	-10,107.38
11/10/2023	NEC CLOUD COMMUNICATIONS AMERICA, INC.	231 · TELEPHONE	-557.35
11/15/2023	CALPERS HEALTH/RETIREMENT	CERBT	-14,165.00
11/15/2023	CALPERS HEALTH/RETIREMENT	CEPPT	-10,034.00
11/15/2023	VISION SERVICE PLAN	-SPLIT-	-463.52
11/16/2023	JUAN OYOLA	216 · OTHER EMPLOYEE EXPENSE	-50.00
11/17/2023	ADP	WAGES	-72,595.62
11/17/2023	ADP	WAGES	-13,144.50
11/17/2023	CALPERS HEALTH/RETIREMENT	RETIREMENT	-8,802.00
11/17/2023	CALPERS HEALTH/RETIREMENT	RETIREMENT	-4,953.15
11/17/2023	CALPERS 457 PROGRAM	SUPPL RETIREMENT	-4,471.84
11/17/2023		101 · FIXED ROUTES	0.01
11/17/2023		101 · FIXED ROUTES	0.20
11/17/2023	ADP	OUTSIDE SERVICES	-150.95
11/17/2023	ADP	OUTSIDE SERVICES	-207.50
11/19/2023	KATHY CHRISTENSEN	202 · OPERATOR WAGES	-1,738.55
11/20/2023	BEN SASNETT	BOARD MEMBER STIPEND	-100.00
11/20/2023	MICHAL BROCK	216 · OTHER EMPLOYEE EXPENSE	-35.00
11/20/2023	Sunset Rotary	435 · MARKETING/PROMOTIONS	-50.00
11/20/2023	CITY OF TWENTYNINE PALMS	MARKETING/PROMOTIONS	-20.00
11/20/2023	MAGON AHRENS	216 · OTHER EMPLOYEE EXPENSE	-89.00
11/20/2023	MATTHEW ATKINS	217 · MILEAGE	-117.90
11/20/2023	MICHAL BROCK	-SPLIT-	-674.53
11/20/2023	US BANK	-SPLIT-	-4,475.87
11/20/2023	DANIELLE HARRINGTON	BOARD MEMBER STIPEND	-100.00
11/20/2023	JEFF DROZD	403 · BOARD MEETINGS	-100.00
11/20/2023	Jennifer Henning	403 · BOARD MEETINGS	-100.00
11/20/2023	MERL ABEL	403 · BOARD MEETINGS	-100.00
11/21/2023	AIRWAVE COMMUNICATIONS	RADIO EXPENSE	-415.00
11/21/2023	AWARDS NETWORK	EMPLOYEE EXPENSE	-534.33
11/21/2023	BATTERY SYSTEMS	PARTS	-568.26
11/21/2023	BCREATIVE LLC	MARKETING/PROMOTIONS	-475.00



# BASIN TRANSIT WARRANT REGISTER

As of November 30, 2023

11/21/2023	BENEFIT COORDINATORS CORP	DENTAL INSURANCE	-1,673.70
11/21/2023	BURRTEC	UTILITIES	-388.59
11/21/2023	CHARLES ABBOTT & ASSOCIATES INC.	PROFESSIONAL FEES	-2,357.00
11/21/2023	CITY OF TWENTYNINE PALMS	PROFESSIONAL FEES	-100.00
11/21/2023	CLEAN ENERGY	CNG MAINTENANCE	-1,490.12
11/21/2023	COPPER MOUNTAIN BROADCASTING	MARKETING/PROMOTIONS	-440.00
11/21/2023	DEPARTMENT OF JUSTICE	EMPLOYEE EXPENSE	-96.00
11/21/2023	DESERT ARC	OUTSIDE SERVICES	-270.00
11/21/2023	DIAMOND ENVIRONMENTAL SERVICES	UTILITIES	-259.54
11/21/2023	FRONTIER COMMUNICATIONS	TELEPHONE	-540.91
11/21/2023	FRONTIER COMMUNICATIONS	TELEPHONE	-271.27
11/21/2023	FRONTIER COMMUNICATIONS	TELEPHONE	-58.42
11/21/2023	FRONTIER COMMUNICATIONS	TELEPHONE	-72.78
11/21/2023	FRONTIER COMMUNICATIONS	TELEPHONE	-97.98
11/21/2023	GOLD MOUNTAIN CALIFORNIA NEW MEDIA INC.	MARKETING/PROMOTIONS	-734.10
11/21/2023	HI DESERT FEDERAL LIVESCAN	EMPLOYEE EXPENSE	-245.00
11/21/2023	HI DESERT WATER DISTRICT	UTILITIES	-122.72
11/21/2023	IMAGE SOURCE	CREDIT APPLIED	0.00
11/21/2023	JOSHUA TREE LANDSCAPE & GROUNDS MAINT	OUTSIDE SERVICES	-833.75
11/21/2023	KCDZ	MARKETING/PROMOTIONS	-460.00
11/21/2023	KULIK GOTTESMAN SIEGEL & WARE LLP	PROFESSIONAL FEES	-742.50
11/21/2023	LEFEVRE'S TOWING INC.	OUTSIDE SERVICES	-950.00
11/21/2023	MODEL 1 COMMERCIAL VEHICLES, INC.	CAPITAL TO BE REIMBURSED	-22,964.00
11/21/2023	NAPA	PARTS	-567.61
11/21/2023	O'REILLY AUTO PARTS	PARTS	-46.92
11/21/2023	PALM SPRINGS MOTORS	PARTS	-313.92
11/21/2023	PARKHOUSE TIRES	TIRES	-1,920.62
11/21/2023	PRUDENTIAL OVERALL SUPPLY	FACILITY SUPPLIES & UNIFORMS	-426.61
11/21/2023	QUILL CORPORATION	OFFICE SUPPLIES	-490.39
11/21/2023	RUSSELL AIR CONDITIONING INC.	OUTSIDE SERVICES	-575.00
11/21/2023	RUTAN & TUCKER, LLP	PROFESSIONAL FEES	-4,610.10
11/21/2023	SONSRAY FLEET SERVICES	CAPITAL TO BE REIMBURSED	-8,962.11
11/21/2023	SOUTHWEST NETWORKS	OUTSIDE SERVICES	-5,233.19
11/21/2023	SPECTRUM	UTILITIES	-411.90
11/21/2023	THE GAS COMPANY	FUEL	-14,683.98
11/21/2023	TRANS-WEST TRUCK CENTER	CAPITAL TO BE REIMBURSED	-18,118.82
11/21/2023	TWENTYNINE PALMS WATER DISTRICT	UTILITIES	-166.59
11/21/2023	VALLEY INDEPENDENT PRINTING	PRINTING & REPRODUCTION	-701.44
11/21/2023	VERIZON	TELEPHONE	-400.10
11/21/2023	VOYAGER	FUEL	-4,207.66
11/21/2023	DONALD MANSON	UNIFORM REIMBURSEMENT	-25.78
11/21/2023	MATTHEW ATKINS	MEETINGS & MILEAGE	-400.19
11/21/2023	JOSHUA BASIN WATER DISTRICT	UTILITIES	-635.97
11/21/2023	SPECTRUM	UTILITIES	-132.98
11/24/2023		904 · MILEAGE REIMBURSEMENTS	-2,951.73
11/27/2023	ARCO	FUEL	-784.00
11/30/2023	[EMPLOYEE]	HRA REIMBURSEMENTS	-101.33

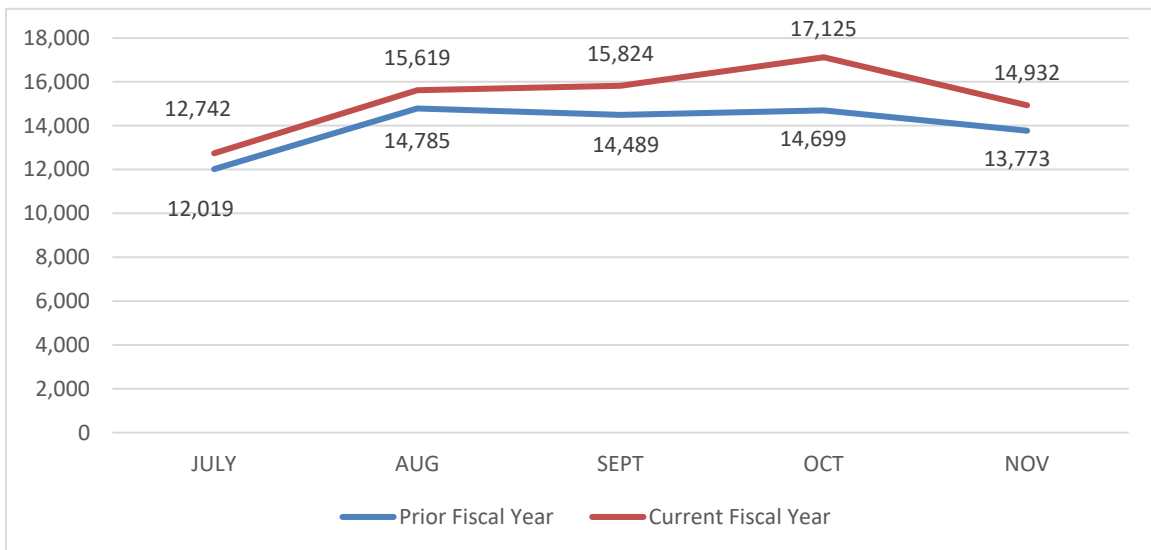
**BASIN TRANSIT**  
**WARRANT REGISTER**  
As of November 30, 2023

11/30/2023	[EMPLOYEE]	HRA REIMBURSEMENTS	-400.00
11/30/2023	[EMPLOYEE]	HRA REIMBURSEMENTS	-655.72
11/30/2023	[EMPLOYEE]	HRA REIMBURSEMENTS	-1,149.60
11/30/2023	[EMPLOYEE]	HRA REIMBURSEMENTS	-1,190.32
11/30/2023	[EMPLOYEE]	HRA REIMBURSEMENTS	-553.14
11/30/2023	[EMPLOYEE]	HRA REIMBURSEMENTS	-150.01
11/30/2023	[EMPLOYEE]	HRA REIMBURSEMENTS	-544.68
11/30/2023	[EMPLOYEE]	HRA REIMBURSEMENTS	-250.95
11/30/2023	DIMITRIOS ZORAS	EMPLOYEE EXPENSE	-100.00
			<hr/>
			-381,582.71
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## BASIN TRANSIT

TO: Board of Directors  
FROM: Cheri Holsclaw, General Manager  
DATE: January 25, 2024  
  
RE: Ridership Reports

Year-to-date, staff continues to see an increase from the previous year with 6,477 (9%) more rides. Basin Transit is on track to meet the FY24 target of 140,000 riders.



**STAFF RECOMMENDATION: RECEIVE AND FILE**



## Monthly Ridership Report

October, FY 2024

### Total (All Day Types)

Service	Passengers		Passengers Per Revenue Hour		Farebox Recovery Ratio	
	Prior Year	Current Year	Prior Year	Current Year	Prior Year	Current Year
<b>Route Subtotals</b>						
1	7,005	7,876	8.9	9.9	18.27%	12.83%
12	482	512	4.2	4.1	20.23%	20.70%
15	273	174	5.5	3.2	14.56%	11.02%
1X	150	201	4.5	7.3	2.50%	2.97%
21	649	840	3.3	3.9	4.05%	4.34%
3A	1,157	1,386	5.3	5.9	6.19%	3.87%
3B	1,095	1,756	4.8	7.6	5.40%	9.86%
7A	1,506	1,434	6.3	6.1	7.79%	7.25%
7B	1,309	1,747	5.7	7.6	7.20%	6.08%
RR30	340	380	2.3	2.4	1.29%	1.57%
RR31	223	187	2.5	1.9	1.36%	1.27%
RR34	188	283	1.8	2.5	0.87%	1.46%
RR36	44	58	0.9	1.2	0.59%	0.92%
RR50	278	291	1.8	1.7	0.96%	1.09%
<b>Program Subtotals</b>						
Commuter Service	755	686	4.6	3.8	18.38%	17.70%
Demand Response	1,073	1,199	2.0	2.0	1.06%	1.31%
Neighborhood Shuttles	12,871	15,240	6.6	7.7	11.21%	8.92%
<b>System Total</b>	14,699	17,125	5.5	6.3	10.03%	8.18%



**FY 2024 -- Monthly Performance Statistics**  
**Systemwide Summary**  
**All Routes**

**Performance Statistics for October**

Level Item	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Passengers Per Rev. Hour	Operating Cost Per Passenger	Operating Cost Per Rev. Hour	Passenger Revenue Per Passenger	Passenger Revenue Per Rev. Hour	Farebox Recovery Ratio
<b>Reporting Route #:</b>										
1	7,876	792.9	\$97,579	\$12,522	9.9	\$12.39	\$123.07	\$1.59	\$15.79	12.83%
1X	201	27.7	\$3,363	\$100	7.3	\$16.73	\$121.32	\$0.50	\$3.61	2.97%
3A	1,386	235.7	\$27,519	\$1,065	5.9	\$19.85	\$116.77	\$0.77	\$4.52	3.87%
3B	1,756	231.5	\$26,321	\$2,594	7.6	\$14.99	\$113.72	\$1.48	\$11.21	9.86%
7A	1,434	236.2	\$26,624	\$1,931	6.1	\$18.57	\$112.71	\$1.35	\$8.18	7.25%
7B	1,747	231.4	\$26,345	\$1,603	7.6	\$15.08	\$113.86	\$0.92	\$6.93	6.08%
12	512	124.4	\$19,379	\$4,012	4.1	\$37.85	\$155.78	\$7.84	\$32.25	20.70%
15	174	55.3	\$8,725	\$962	3.2	\$50.15	\$157.93	\$5.53	\$17.41	11.02%
21	840	213.3	\$27,834	\$1,208	3.9	\$33.14	\$130.47	\$1.44	\$5.66	4.34%
RR30	380	158.2	\$17,028	\$268	2.4	\$44.81	\$107.63	\$0.71	\$1.69	1.57%
RR31	187	96.3	\$10,364	\$132	1.9	\$55.42	\$107.58	\$0.71	\$1.37	1.27%
RR34	283	114.9	\$13,699	\$200	2.5	\$48.41	\$119.23	\$0.71	\$1.74	1.46%
RR36	58	46.8	\$4,441	\$41	1.2	\$76.57	\$94.93	\$0.71	\$0.87	0.92%
RR50	291	176.6	\$18,810	\$205	1.7	\$64.64	\$106.53	\$0.71	\$1.16	1.09%
<b>Program:</b>										
Commuter Service	686	179.7	\$28,105	\$4,974	3.8	\$40.97	\$156.44	\$7.25	\$27.69	17.70%
Demand Response	1,199	592.8	\$64,343	\$846	2.0	\$53.66	\$108.54	\$0.71	\$1.43	1.31%
Neighborhood Shuttles	15,240	1,968.7	\$235,585	\$21,023	7.7	\$15.46	\$119.67	\$1.38	\$10.68	8.92%
<b>Mode:</b>										
Bus (Motorbus)	15,240	1,968.7	\$235,585	\$21,023	7.7	\$15.46	\$119.67	\$1.38	\$10.68	8.92%
Commuter Bus	686	179.7	\$28,105	\$4,974	3.8	\$40.97	\$156.44	\$7.25	\$27.69	17.70%
Demand Response	1,199	592.8	\$64,343	\$846	2.0	\$53.66	\$108.54	\$0.71	\$1.43	1.31%
<b>System Total:</b>	17,125	2,741.1	\$328,032	\$26,843	6.3	\$19.16	\$119.67	\$1.57	\$9.79	8.18%



## Monthly Ridership Report

November, FY 2024

### Total (All Day Types)

Service	Passengers		Passengers Per Revenue Hour		Farebox Recovery Ratio	
	Prior Year	Current Year	Prior Year	Current Year	Prior Year	Current Year
<b>Route Subtotals</b>						
1	6,375	6,813	8.2	9.0	9.76%	10.37%
12	528	460	4.4	3.5	30.14%	19.60%
15	234	177	5.1	3.3	8.63%	6.71%
1X	73	168	2.7	6.3	1.61%	2.89%
21	555	751	2.7	3.6	2.80%	3.46%
3A	1,263	1,239	5.6	6.0	3.58%	2.09%
3B	1,119	1,403	4.9	6.6	5.11%	6.95%
7A	1,417	1,292	6.1	5.9	6.79%	6.23%
7B	1,166	1,333	5.1	6.2	5.67%	4.34%
RR30	334	371	2.2	2.5	1.44%	1.00%
RR31	194	226	2.2	2.5	1.34%	1.01%
RR34	194	307	2.0	2.8	1.13%	1.02%
RR36	40	47	0.9	1.3	0.65%	0.57%
RR50	281	345	1.8	2.0	1.17%	0.83%
<b>Program Subtotals</b>						
Commuter Service	762	637	4.6	3.4	23.68%	15.80%
Demand Response	1,043	1,296	1.9	2.3	1.23%	0.93%
Neighborhood Shuttles	11,968	12,999	6.2	7.0	6.79%	7.02%
<b>System Total</b>	13,773	14,932	5.2	5.8	7.05%	6.56%



**FY 2024 -- Monthly Performance Statistics**  
**Systemwide Summary**  
**All Routes**

**Performance Statistics for November**

Level Item	Passengers	Revenue Hours	Operating Costs	Passenger Revenue	Passengers Per Rev. Hour	Operating Cost Per Passenger	Operating Cost Per Rev. Hour	Passenger Revenue Per Passenger	Passenger Revenue Per Rev. Hour	Farebox Recovery Ratio
<b>Reporting Route #:</b>										
1	6,813	757.2	\$101,134	\$10,489	9.0	\$14.84	\$133.56	\$1.54	\$13.85	10.37%
1X	168	26.7	\$3,574	\$103	6.3	\$21.27	\$134.01	\$0.61	\$3.87	2.89%
3A	1,239	208.2	\$26,069	\$546	6.0	\$21.04	\$125.23	\$0.44	\$2.62	2.09%
3B	1,403	211.3	\$26,338	\$1,830	6.6	\$18.77	\$124.64	\$1.30	\$8.66	6.95%
7A	1,292	219.2	\$27,165	\$1,692	5.9	\$21.03	\$123.93	\$1.31	\$7.72	6.23%
7B	1,333	215.8	\$26,673	\$1,156	6.2	\$20.01	\$123.62	\$0.87	\$5.36	4.34%
12	460	131.3	\$20,692	\$4,055	3.5	\$44.98	\$157.61	\$8.81	\$30.89	19.60%
15	177	53.7	\$8,643	\$580	3.3	\$48.83	\$161.09	\$3.28	\$10.81	6.71%
21	751	209.5	\$28,432	\$983	3.6	\$37.86	\$135.75	\$1.31	\$4.69	3.46%
RR30	371	150.0	\$17,938	\$180	2.5	\$48.35	\$119.60	\$0.49	\$1.20	1.00%
RR31	226	91.9	\$10,856	\$110	2.5	\$48.03	\$118.19	\$0.49	\$1.20	1.01%
RR34	307	111.8	\$14,635	\$149	2.8	\$47.67	\$130.88	\$0.49	\$1.33	1.02%
RR36	47	35.9	\$4,027	\$23	1.3	\$85.67	\$112.32	\$0.49	\$0.64	0.57%
RR50	345	168.9	\$20,228	\$168	2.0	\$58.63	\$119.74	\$0.49	\$0.99	0.83%
<b>Program:</b>										
Commuter Service	637	184.9	\$29,335	\$4,635	3.4	\$46.05	\$158.62	\$7.28	\$25.06	15.80%
Demand Response	1,296	558.4	\$67,683	\$629	2.3	\$52.22	\$121.20	\$0.49	\$1.13	0.93%
Neighborhood Shuttles	12,999	1,847.8	\$239,384	\$16,799	7.0	\$18.42	\$129.55	\$1.29	\$9.09	7.02%
<b>Mode:</b>										
Bus (Motorbus)	12,999	1,847.8	\$239,384	\$16,799	7.0	\$18.42	\$129.55	\$1.29	\$9.09	7.02%
Commuter Bus	637	184.9	\$29,335	\$4,635	3.4	\$46.05	\$158.62	\$7.28	\$25.06	15.80%
Demand Response	1,296	558.4	\$67,683	\$629	2.3	\$52.22	\$121.20	\$0.49	\$1.13	0.93%
<b>System Total:</b>	14,932	2,591.2	\$336,401	\$22,063	5.8	\$22.53	\$129.83	\$1.48	\$8.51	6.56%

## BASIN TRANSIT

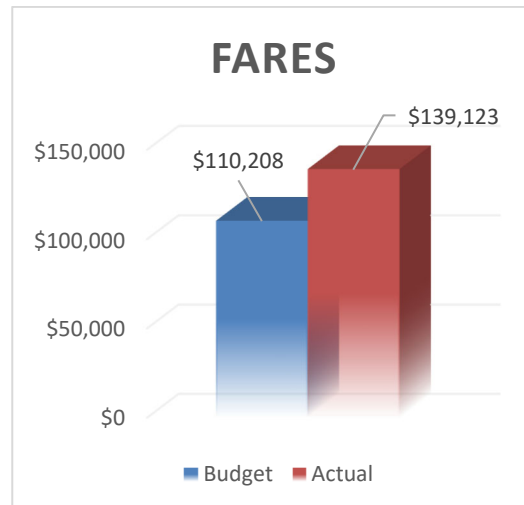
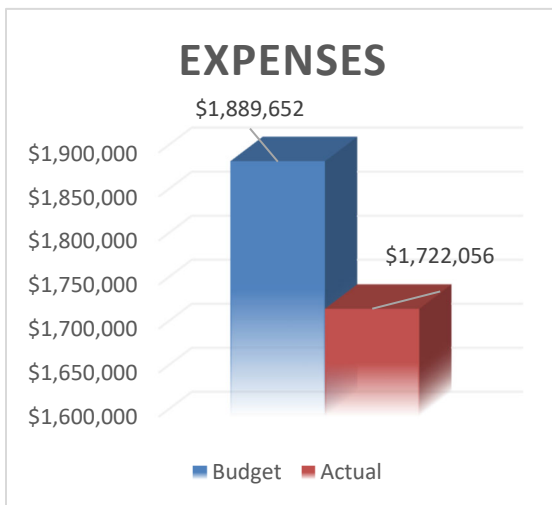
TO: Board of Directors  
FROM: Cheri Holsclaw, General Manager  
DATE: January 25, 2024  
  
RE: Financial Reports

At the conclusion of November, Basin Transit expenses were \$167,597 (9%) below budget.

Basin Transit's operating revenues were ahead of budget.

Passenger Fares were \$28,914 (26%) ahead of budget.

CNG fuel sold was \$59,846 (844%) ahead of budget.



**STAFF RECOMMENDATION: RECEIVE AND FILE**



**BASIN TRANSIT**  
Statement of Expenditures - Cash Basis  
During Fiscal Year ending 6/30/2024  
For Period Ending 10/31/23

Line	Administrative Exp.	FY 23/24 Budget	OCTOBER		Year to Date		Year to Date Variance	%
			Budget	Actual	Budget	Actual		
1	Mgmt. Salaries	\$ 141,980.50	\$ 10,921.58	\$ 10,864.00	\$ 43,686.31	\$ 43,337.20	\$ 349.11	1%
2	Office Salaries	\$ 154,391.50	\$ 11,876.27	\$ 10,734.33	\$ 47,505.08	\$ 40,599.16	\$ 6,905.92	15%
3	Board Members	\$ 4,200.00	\$ 700.00	\$ 400.00	\$ 1,400.00	\$ 1,000.00	\$ 400.00	29%
4	Payroll Taxes	\$ 10,773.00	\$ 828.69	\$ 694.46	\$ 3,314.77	\$ 2,856.98	\$ 457.79	14%
5	Health & Welfare	\$ 67,326.00	\$ 5,610.50	\$ 4,290.61	\$ 22,442.00	\$ 17,454.02	\$ 4,987.98	22%
6	Retirement:PERS	\$ 49,206.00	\$ 3,785.08	\$ 3,733.46	\$ 15,140.31	\$ 14,696.22	\$ 444.09	3%
7	Mileage	\$ 5,000.00	\$ 416.67	\$ 208.29	\$ 1,666.67	\$ 895.40	\$ 771.27	46%
8	Outside Services	\$ 29,940.00	\$ 2,495.00	\$ 2,259.22	\$ 9,980.00	\$ 9,979.32	\$ 0.68	0%
9	Prof. Fees	\$ 32,338.00	\$ 2,694.83	\$ 14,144.65	\$ 10,779.33	\$ 28,683.55	\$ (17,904.22)	-166%
10	Utilities	\$ 155,443.00	\$ 12,953.58	\$ 16,718.84	\$ 51,814.33	\$ 60,376.31	\$ (8,561.98)	-17%
11	Marketing/Promotions	\$ 40,493.00	\$ 3,374.42	\$ 2,766.20	\$ 13,497.67	\$ 12,189.17	\$ 1,308.50	10%
12	Office Supplies	\$ 16,882.00	\$ 1,406.83	\$ 1,118.32	\$ 5,627.33	\$ 5,756.52	\$ (129.19)	-2%
13	Postage	\$ 2,400.00	\$ 200.00	\$ 119.99	\$ 800.00	\$ 885.89	\$ (85.89)	-11%
14	Printing/Reproduction	\$ 14,425.00	\$ 1,202.08	\$ 61.30	\$ 4,808.33	\$ 631.17	\$ 4,177.16	87%
15	Training/Meetings	\$ 14,831.00	\$ 1,235.92	\$ 845.00	\$ 4,943.67	\$ 4,246.07	\$ 697.60	14%
16	Total Administrative	\$ 739,629.00	\$ 59,701.45	\$ 68,958.67	\$ 237,405.79	\$ 243,586.98	\$ (6,181.19)	-3%
Maintenance Expense								
17	Mechanic Salaries	\$ 196,193.00	\$ 15,091.77	\$ 14,247.58	\$ 60,367.08	\$ 59,223.62	\$ 1,143.46	2%
18	Utility Workers & Maint Admin Salaries	\$ 108,585.00	\$ 8,352.69	\$ 8,156.22	\$ 33,410.77	\$ 33,625.92	\$ (215.15)	-1%
19	Payroll Taxes	\$ 7,315.00	\$ 562.69	\$ 312.15	\$ 2,250.77	\$ 1,267.64	\$ 983.13	44%
20	Health & Welfare	\$ 28,811.00	\$ 2,400.92	\$ 1,567.58	\$ 9,603.67	\$ 6,558.23	\$ 3,045.44	32%
21	Retirement:PERS	\$ 23,620.00	\$ 1,816.92	\$ 1,018.63	\$ 7,267.69	\$ 4,322.27	\$ 2,945.42	41%
22	Uniforms	\$ 4,000.00	\$ 333.33	\$ 303.61	\$ 1,333.33	\$ 1,525.71	\$ (192.38)	-14%
23	Outside Services	\$ 34,431.00	\$ 2,869.25	\$ 2,758.82	\$ 11,477.00	\$ 19,990.71	\$ (8,513.71)	-74%
24	Parts	\$ 45,462.00	\$ 3,788.50	\$ 6,711.93	\$ 15,154.00	\$ 28,935.06	\$ (13,781.06)	-91%
25	Fluids	\$ 16,403.00	\$ 1,366.92	\$ 44.64	\$ 5,467.67	\$ 7,404.06	\$ (1,936.39)	-35%
26	Tires	\$ 63,251.00	\$ 5,270.92	\$ 3,678.45	\$ 21,083.67	\$ 11,815.07	\$ 9,268.60	44%
27	Accident Repair	\$ 26,369.00	\$ 2,197.42	\$ -	\$ 8,789.67	\$ -	\$ 8,789.67	100%
28	Tools	\$ 750.00	\$ 62.50	\$ 47.39	\$ 250.00	\$ 297.39	\$ (47.39)	-19%
29	Consulting	\$ 1,000.00	\$ 83.33	\$ -	\$ 333.33	\$ -	\$ 333.33	100%
30	Shop Supplies	\$ 1,000.00	\$ 83.33	\$ 149.22	\$ 333.33	\$ 341.81	\$ (8.48)	-3%
31	Facility Supplies	\$ 6,022.00	\$ 501.83	\$ 352.37	\$ 2,007.33	\$ 1,948.58	\$ 58.75	3%
32	Training/Meetings	\$ 6,174.00	\$ 514.50	\$ -	\$ 2,058.00	\$ 110.26	\$ 1,947.74	95%
33	Shelter Maintenance	\$ 2,784.00	\$ 232.00	\$ -	\$ 928.00	\$ -	\$ 928.00	100%
34	CNG Stations Maint.	\$ 115,874.00	\$ 9,656.17	\$ -	\$ 38,624.67	\$ 13,868.57	\$ 24,756.10	64%
35	Total Maintenance	\$ 688,044.00	\$ 55,184.99	\$ 39,348.59	\$ 220,739.97	\$ 191,234.90	\$ 29,505.07	13%
Operations Expense								
36	Mgmt/Supv Salaries	\$ 175,632.00	\$ 13,510.15	\$ 13,304.06	\$ 54,040.62	\$ 53,041.37	\$ 999.25	2%
37	Operator Wages	\$ 1,170,399.00	\$ 90,030.69	\$ 85,367.65	\$ 360,122.77	\$ 346,000.91	\$ 14,121.86	4%
38	Dispatch Wages	\$ 229,578.00	\$ 17,659.85	\$ 18,094.44	\$ 70,639.38	\$ 73,812.13	\$ (3,172.75)	-4%
39	Payroll Taxes	\$ 37,815.00	\$ 2,908.85	\$ 1,727.44	\$ 11,635.38	\$ 5,626.54	\$ 6,008.84	52%
40	Health & Welfare	\$ 263,867.00	\$ 21,988.92	\$ 20,765.98	\$ 87,955.67	\$ 85,786.17	\$ 2,169.50	2%
41	Retirement:PERS	\$ 253,249.00	\$ 19,480.69	\$ 16,604.00	\$ 77,922.77	\$ 66,696.94	\$ 11,225.83	14%
42	Safety Incentive Program	\$ 12,900.00	\$ 1,075.00	\$ -	\$ 4,300.00	\$ 4,100.00	\$ 200.00	5%
43	Workers'Comp	\$ 259,900.00	\$ 21,658.33	\$ 13,615.33	\$ 86,633.33	\$ 54,461.32	\$ 32,172.01	37%
44	Other Employee Exp.	\$ 36,409.00	\$ 3,034.08	\$ 393.82	\$ 12,136.33	\$ 6,875.46	\$ 5,260.87	43%
45	Mileage	\$ 1,850.00	\$ 154.17	\$ -	\$ 616.67	\$ 492.56	\$ 124.11	20%
46	Uniforms	\$ 8,076.00	\$ 673.00	\$ -	\$ 2,692.00	\$ 407.34	\$ 2,284.66	85%
47	Outside Services	\$ 16,635.00	\$ 1,386.25	\$ -	\$ 5,545.00	\$ 728.85	\$ 4,816.15	87%
48	Tel/Cell/Internet/Fax	\$ 47,638.00	\$ 3,969.83	\$ 2,482.99	\$ 15,879.33	\$ 10,631.70	\$ 5,247.63	33%
49	Radio Expense	\$ 5,935.00	\$ 494.58	\$ -	\$ 1,978.33	\$ -	\$ 1,978.33	100%
50	Fuel	\$ 336,885.00	\$ 28,073.75	\$ 21,707.63	\$ 112,295.00	\$ 87,643.00	\$ 24,652.00	22%
51	Trainings/Meetings	\$ 4,400.00	\$ 366.67	\$ 642.17	\$ 1,466.67	\$ 1,371.72	\$ 94.95	6%
52	Insurance	\$ 382,165.00	\$ 31,847.08	\$ 24,898.83	\$ 127,388.33	\$ 137,814.89	\$ (10,426.56)	-8%
53	Deferred Comp Match	\$ 51,080.00	\$ 3,929.23	\$ 3,854.24	\$ 15,716.92	\$ 15,341.83	\$ 375.09	2%
54	Total Operations	\$ 3,294,413.00	\$ 262,241.13	\$ 223,458.58	\$ 1,048,964.51	\$ 950,832.73	\$ 98,131.78	9%
55	Grand Total of Op Exp	\$ 4,722,086.00	\$ 377,127.57	\$ 331,765.84	\$ 1,507,110.28	\$ 1,385,654.61	\$ 121,455.67	8%

**BASIN TRANSIT**  
Statement of Income  
10/31/23

Other Revenue		OCTOBER		YTD Bdgt	YTD Actual		
Line							
1	Interest	\$ 11,254.00	\$ 937.83	\$ 21,403.41	\$ 3,751.33	\$ 31,834.84	\$ 28,083.51 749%
2	Other Revenue	\$ 2,400.00	\$ 200.00	\$ 200.00	\$ 800.00	\$ 1,310.74	\$ 510.74 64%
3	CNG Fuel	\$ 15,219.00	\$ 1,268.25	\$ 11,746.90	\$ 5,073.00	\$ 47,778.36	\$ 42,705.36 842%
4	Renewable Gas Credits	\$ 20,175.00	\$ 1,681.25	\$ 6,375.93	\$ 6,725.00	\$ 14,422.19	\$ 7,697.19 100%
5	Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - 100%

6	Gain on Sale of Assets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
7	Total Other Revenue	\$ 49,048.00	\$ 4,087.33	\$ 39,726.24	\$ 16,349.33	\$ 95,346.13	\$ 78,996.80	483%

Passenger Fares		OCTOBER			YTD Bdgt	YTD Actual		
8	Fixed Route	\$ 187,795.00	\$ 15,649.58	\$ 21,023.10	\$ 62,598.33	\$ 83,087.09	\$ 20,488.76	33%
9	Ready Ride	\$ 15,870.00	\$ 1,322.50	\$ 845.50	\$ 5,290.00	\$ 15,044.03	\$ 9,754.03	184%
10	Palm Spr./Palm Des.	\$ 60,835.00	\$ 5,069.58	\$ 4,973.94	\$ 20,278.33	\$ 18,487.30	\$ (1,791.03)	-9%
11	Total Fare Revenue	\$ 264,500.00	\$ 22,041.67	\$ 26,842.54	\$ 88,166.67	\$ 116,618.42	\$ 28,451.75	32%

Current Support Funding - Operations			Received	Prior FY	Received	Balance Due
12	Local Transit Funds	\$ 3,635,737.00	\$ 908,934.25		\$ 1,817,868.50	\$ 1,817,868.50
13	Section 5311 Operating Asst	\$ 579,901.00				\$ 579,901.00
14	Measure I	\$ 152,900.00	\$ 12,328.37		\$ 58,914.67	\$ 93,985.33
15	Section 5311 COVID-19 Stimulus	\$ -			\$ 405,096.00	\$ -
16	AB 2766	\$ 40,000.00				\$ 40,000.00
17	Total Sup. Fund.Ops	\$ 4,408,538.00	\$ 921,262.62		\$ 2,281,879.17	\$ 2,531,754.83
18	Total Operating Revenues	\$ 4,722,086.00	\$ 987,831.40		\$ 2,493,843.72	\$ 2,639,203.38

Prior Year Support Funding - Operations		Grant Amt	Received	Prior FY	Received	Balance Due
19	Section 5311 Operating Asst FY22	\$ 568,530.00				\$ 568,530.00
20	Total Prior Year Operating Revenues	\$ 568,530.00	\$ -	\$ -	\$ -	\$ 568,530.00

Current Year Capital Funding - Capital		Grant Amt	Received	Prior FY	Received	Balance Due
21	Operations Support Equip STA FY24	\$ 50,000.00				\$ 50,000.00
22	CERBT / CEPPT Trust LTF FY24	\$ 290,388.00				
23	Vehicle Replacements STA/CMAQ FY24	\$ 823,183.00				\$ 823,183.00
24	Intelligent Transit System (ITS) SGR/LTF FY24	\$ 439,000.00				\$ 439,000.00
25	Facilities LTF FY24	\$ 1,190,708.00				\$ 1,190,708.00
26	Zero Emission Projects LTF FY24	\$ 167,003.00				\$ 167,003.00
27	Bus Stop Improvements STA/LCTOP FY24	\$ 178,407.00				\$ 178,407.00
28	Total Current Capital Funding	\$ 3,138,689.00	\$ -	\$ -	\$ -	\$ 2,848,301.00

Prior Year Capital Funding - Capital		Grant Amt	Received	Prior FY	Received	Balance Due
29	29Palms CNG Station LTF FY18	\$ 130,000.00				\$ 130,000.00
30	AVL/GPS Equipment STA FY17	\$ 6,000.00				\$ 6,000.00
31	AVL/GPS Equipment STA FY19	\$ 85,000.00				\$ 85,000.00
32	Bus Stop Improvements STA FY22	\$ 17,403.00				\$ 17,403.00
33	Bus Stop Improvements STA FY19	\$ 53,526.15				\$ 53,526.15
34	Bus Stop Improvements STA/SGR/LTF/LCTOP FY23	\$ 65,303.86			\$ 21,234.86	\$ 44,069.00
35	Bus Wash System STA FY20	\$ 63,640.00				\$ 63,640.00
36	Bus Wash System STA FY21	\$ 7,500.00				\$ 7,500.00
37	Class H Replacement Vehicles CMAQ FY21	\$ 1,214,400.00				\$ 1,214,400.00
38	CNG Compressor LTF FY23	\$ 650,000.00				\$ 650,000.00
39	Cost Allocation Study STA FY19	\$ 2,519.00				\$ 2,519.00
40	Engine Overhauls LTF FY18	\$ 56,109.80			\$ 44,938.03	\$ 11,171.77
41	Engine Overhauls STA FY20	\$ 24,212.39				\$ 24,212.39
42	Engine Overhauls STA FY23	\$ 25,000.00				\$ 25,000.00
43	Facilities STA/LTF FY23	\$ 72,199.17			\$ 22,897.96	\$ 49,301.21
44	Fare Media Structure STA FY21	\$ 50,000.00				\$ 50,000.00
45	MBTA Branding LTF FY23	\$ 147,716.29			\$ 3,306.93	\$ 144,409.36
46	Operations Support Equip STA FY23	\$ 6,257.16			\$ 1,077.28	\$ 5,179.88
47	REI Equipment LTF FY15 Realloc.	\$ 760.00				\$ 760.00
48	Short Range Transit Plan STA FY19	\$ 19,229.80				\$ 19,229.80
49	Staff Vehicles Replacemen STA FY20	\$ 187.32				\$ 187.32
50	Vehicle Replacements STA FY22 / CMAQ	\$ 287,076.00				\$ 287,076.00
51	Vehicle Replacements LTF FY23	\$ 1,079,970.00				\$ 1,079,970.00
52	Vehicles: 1 Class E STA FY19	\$ 65,982.05				\$ 65,982.05
53	Video Surveillance LTF FY18	\$ 20,000.00				\$ 20,000.00
54	Video Surveillance LTF FY23	\$ 190,000.00				\$ 190,000.00
55	Zero Emission Projects LTF/LCTOP FY23	\$ 263,077.00				\$ 263,077.00
54	Total Prior Capital Funding	\$ 4,603,068.99	\$ 0.00	\$ 0.00	\$ 93,455.06	\$ 4,246,536.93

FY 23/24 Procurement Budget		Grant Amt	Sent	Received	Sent	Received	Balance Due
55	Procurement Bid Income	\$ 280,000.00		\$ 40,792.60		\$ 117,990.17	\$ 162,009.83
56	Procurement Bid Expenses	\$ (163,505.00)	\$ 9,265.20		\$ 80,816.88		\$ (82,688.12)
57	TAG Program	\$ (80,000.00)	\$ 80,000.00		\$ 80,000.00		\$ -
58	Total Procurement Budget		\$ 89,265.20	\$ 40,792.60	\$ 160,816.88	\$ 117,990.17	\$ (42,826.71)

FY 23/24 TREP Budget		Grant Amt	Sent	Received	Sent	Received	Balance Due
59	5310 TREP Revenue Balance	\$ 114,526.00					\$ 114,526.00
60	Program Administrator	\$ (4,906.00)	\$ 117.82		\$ 589.10		\$ (4,316.90)
61	Client Relations Clerk	\$ (34,020.00)	\$ 3,478.20		\$ 13,912.80		\$ (20,107.20)
62	Mileage Reimbursements	\$ (75,600.00)	\$ 2,283.54		\$ 9,356.22		\$ (66,243.78)
63	Total TREP Funding	\$ -	\$ 5,879.56	\$ -	\$ 23,858.12	\$ -	\$ 90,667.88

**BASIN TRANSIT**  
Statement of Expenditures - Cash Basis  
During Fiscal Year ending 6/30/2024  
For Period Ending 11/30/23

Line	Administrative Exp.	FY 23/24 Budget	NOVEMBER		Year to Date		Year to Date Variance	%
			Budget	Actual	Budget	Actual		
1	Mgmt. Salaries	\$ 141,980.50	\$ 10,921.58	\$ 10,864.00	\$ 54,607.88	\$ 54,201.20	\$ 406.68	1%
2	Office Salaries	\$ 154,391.50	\$ 11,876.27	\$ 11,042.39	\$ 59,381.35	\$ 51,641.55	\$ 7,739.80	13%
3	Board Members	\$ 4,200.00	\$ 700.00	\$ 500.00	\$ 2,100.00	\$ 1,500.00	\$ 600.00	29%
4	Payroll Taxes	\$ 10,773.00	\$ 828.69	\$ 554.71	\$ 4,143.46	\$ 3,411.69	\$ 731.77	18%
5	Health & Welfare	\$ 67,326.00	\$ 5,610.50	\$ 4,626.30	\$ 28,052.50	\$ 22,080.32	\$ 5,972.18	21%
6	Retirement:PERS	\$ 49,206.00	\$ 3,785.08	\$ 3,772.87	\$ 18,925.38	\$ 18,469.09	\$ 456.29	2%
7	Mileage	\$ 5,000.00	\$ 416.67	\$ 344.53	\$ 2,083.33	\$ 1,239.93	\$ 843.40	40%
8	Outside Services	\$ 29,940.00	\$ 2,495.00	\$ 1,475.46	\$ 12,475.00	\$ 11,454.78	\$ 1,020.22	8%
9	Prof. Fees	\$ 52,338.00	\$ 5,194.83	\$ 12,580.60	\$ 15,974.17	\$ 41,264.15	\$ (25,289.98)	-158%
10	Utilities	\$ 155,443.00	\$ 15,868.21	\$ 11,712.07	\$ 67,682.54	\$ 72,088.38	\$ (4,405.84)	-7%
11	Marketing/Promotions	\$ 40,493.00	\$ 3,374.42	\$ 3,272.92	\$ 16,872.08	\$ 15,462.09	\$ 1,409.99	8%
12	Office Supplies	\$ 16,882.00	\$ 1,406.83	\$ 315.35	\$ 7,034.17	\$ 6,071.87	\$ 962.30	14%
13	Postage	\$ 2,400.00	\$ 200.00	\$ 119.99	\$ 1,000.00	\$ 1,005.88	\$ (5.88)	-1%
14	Printing/Reproduction	\$ 14,425.00	\$ 1,202.08	\$ 701.44	\$ 6,010.42	\$ 1,332.61	\$ 4,677.81	78%
15	Training/Meetings	\$ 14,831.00	\$ 1,235.92	\$ 2,950.50	\$ 6,179.58	\$ 7,196.57	\$ (1,016.99)	-16%
16	Total Administrative	\$ 759,629.00	\$ 65,116.07	\$ 64,833.13	\$ 302,521.87	\$ 308,420.11	\$ (5,898.24)	-2%
Maintenance Expense								
17	Mechanic Salaries	\$ 196,193.00	\$ 15,091.77	\$ 14,323.49	\$ 75,458.85	\$ 73,547.11	\$ 1,911.74	3%
18	Utility Workers & Maint Admin Salaries	\$ 108,585.00	\$ 8,352.69	\$ 7,692.84	\$ 41,763.46	\$ 41,318.76	\$ 444.70	1%
19	Payroll Taxes	\$ 7,315.00	\$ 562.69	\$ 319.07	\$ 2,813.46	\$ 1,586.71	\$ 1,226.75	44%
20	Health & Welfare	\$ 28,811.00	\$ 2,400.92	\$ 1,668.91	\$ 12,004.58	\$ 8,227.14	\$ 3,777.44	31%
21	Retirement:PERS	\$ 23,620.00	\$ 1,816.92	\$ 993.65	\$ 9,084.62	\$ 5,315.92	\$ 3,768.70	41%
22	Uniforms	\$ 4,000.00	\$ 333.33	\$ 288.76	\$ 1,666.67	\$ 1,814.47	\$ (147.80)	-9%
23	Outside Services	\$ 34,431.00	\$ 2,869.25	\$ 2,358.75	\$ 14,346.25	\$ 22,349.46	\$ (8,003.21)	-56%
24	Parts	\$ 45,462.00	\$ 3,788.50	\$ 1,383.78	\$ 18,942.50	\$ 30,318.84	\$ (11,376.34)	-60%
25	Fluids	\$ 16,403.00	\$ 1,366.92	\$ 112.93	\$ 6,834.58	\$ 7,516.99	\$ (682.41)	-10%
26	Tires	\$ 63,251.00	\$ 5,270.92	\$ 1,920.62	\$ 26,354.58	\$ 13,735.69	\$ 12,618.89	48%
27	Accident Repair	\$ 26,369.00	\$ 2,197.42	\$ -	\$ 10,987.08	\$ -	\$ 10,987.08	100%
28	Tools	\$ 750.00	\$ 62.50	\$ -	\$ 312.50	\$ 297.39	\$ 15.11	5%
29	Consulting	\$ 1,000.00	\$ 83.33	\$ -	\$ 416.67	\$ -	\$ 416.67	100%
30	Shop Supplies	\$ 1,000.00	\$ 83.33	\$ 39.01	\$ 416.67	\$ 380.82	\$ 35.85	9%
31	Facility Supplies	\$ 6,022.00	\$ 501.83	\$ 210.02	\$ 2,509.17	\$ 2,158.60	\$ 350.57	14%
32	Training/Meetings	\$ 6,174.00	\$ 514.50	\$ -	\$ 2,572.50	\$ 110.26	\$ 2,462.24	96%
33	Shelter Maintenance	\$ 2,784.00	\$ 232.00	\$ -	\$ 1,160.00	\$ -	\$ 1,160.00	100%
34	CNG Stations Maint.	\$ 115,874.00	\$ 9,656.17	\$ 1,490.12	\$ 48,280.83	\$ 15,358.69	\$ 32,922.14	68%
35	Total Maintenance	\$ 688,044.00	\$ 55,184.99	\$ 32,801.95	\$ 275,924.97	\$ 224,036.85	\$ 51,888.12	19%
Operations Expense								
36	Mgmt/Supv Salaries	\$ 175,632.00	\$ 13,510.15	\$ 13,873.59	\$ 67,550.77	\$ 66,914.86	\$ 635.91	1%
37	Operator Wages	\$ 1,170,399.00	\$ 90,030.69	\$ 98,816.82	\$ 450,153.46	\$ 444,817.73	\$ 5,335.73	1%
38	Dispatch Wages	\$ 229,578.00	\$ 17,659.85	\$ 18,004.58	\$ 88,299.23	\$ 91,816.71	\$ (3,517.48)	-4%
39	Payroll Taxes	\$ 37,815.00	\$ 2,908.85	\$ 1,952.30	\$ 14,544.23	\$ 7,578.84	\$ 6,965.39	48%
40	Health & Welfare	\$ 263,867.00	\$ 21,988.92	\$ 20,594.07	\$ 109,944.58	\$ 106,380.24	\$ 3,564.34	3%
41	Retirement:PERS	\$ 253,249.00	\$ 19,480.69	\$ 17,412.38	\$ 97,403.46	\$ 84,109.32	\$ 13,294.14	14%
42	Safety Incentive Program	\$ 12,900.00	\$ 1,075.00	\$ -	\$ 5,375.00	\$ 4,100.00	\$ 1,275.00	24%
43	Workers'Comp	\$ 259,900.00	\$ 21,658.33	\$ 13,615.33	\$ 108,291.67	\$ 68,076.65	\$ 40,215.02	37%
44	Other Employee Exp.	\$ 36,409.00	\$ 3,034.08	\$ 1,240.04	\$ 15,170.42	\$ 8,115.50	\$ 7,054.92	47%
45	Mileage	\$ 1,850.00	\$ 154.17	\$ 313.09	\$ 770.83	\$ 805.65	\$ (34.82)	-5%
46	Uniforms	\$ 8,076.00	\$ 673.00	\$ 25.78	\$ 3,365.00	\$ 433.12	\$ 2,931.88	87%
47	Outside Services	\$ 16,635.00	\$ 1,386.25	\$ -	\$ 6,931.25	\$ 728.85	\$ 6,202.40	89%
48	Tel/Cell/Internet/Fax	\$ 47,638.00	\$ 3,969.83	\$ 3,630.69	\$ 19,849.17	\$ 14,262.39	\$ 5,586.78	28%
49	Radio Expense	\$ 5,935.00	\$ 494.58	\$ 415.00	\$ 2,472.92	\$ 415.00	\$ 2,057.92	83%
50	Fuel	\$ 336,885.00	\$ 28,073.75	\$ 19,644.36	\$ 140,368.75	\$ 107,287.36	\$ 33,081.39	24%
51	Trainings/Meetings	\$ 4,400.00	\$ 366.67	\$ 350.00	\$ 1,833.33	\$ 1,721.72	\$ 111.61	6%
52	Insurance	\$ 382,165.00	\$ 31,847.08	\$ 24,898.83	\$ 159,235.42	\$ 162,713.72	\$ (3,478.30)	-2%
53	Deferred Comp Match	\$ 51,080.00	\$ 3,929.23	\$ 3,979.24	\$ 19,646.15	\$ 19,321.07	\$ 325.08	2%
54	Total Operations	\$ 3,294,413.00	\$ 262,241.13	\$ 238,766.10	\$ 1,311,205.64	\$ 1,189,598.73	\$ 121,606.91	9%
55	Grand Total of Op Exp	\$ 4,742,086.00	\$ 382,542.20	\$ 336,401.18	\$ 1,889,652.48	\$ 1,722,055.69	\$ 167,596.79	9%

**BASIN TRANSIT**  
Statement of Income  
11/30/23

Other Revenue		NOVEMBER		YTD Bdgt	YTD Actual		
Line							
1	Interest	\$ 11,254.00	\$ 937.83	\$ 22.66	\$ 4,689.17	\$ 31,857.50	\$ 27,168.33 579%
2	Other Revenue	\$ 2,400.00	\$ 200.00	\$ 215.87	\$ 1,000.00	\$ 1,526.61	\$ 526.61 53%
3	CNG Fuel	\$ 15,219.00	\$ 1,268.25	\$ 12,067.59	\$ 6,341.25	\$ 59,845.95	\$ 53,504.70 844%
4	Renewable Gas Credits	\$ 20,175.00	\$ 1,681.25	\$ 5,514.27	\$ 8,406.25	\$ 19,936.46	\$ 11,530.21 137%
5	Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - 100%

6	Gain on Sale of Assets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
7	Total Other Revenue	\$ 49,048.00	\$ 4,087.33	\$ 17,820.39	\$ 20,436.67	\$ 113,166.52	\$ 92,729.85	454%

Passenger Fares		NOVEMBER			YTD Bdgt	YTD Actual		
8	Fixed Route	\$ 187,795.00	\$ 15,649.58	\$ 16,798.98	\$ 78,247.92	\$ 100,145.36	\$ 21,897.44	28%
9	Ready Ride	\$ 15,870.00	\$ 1,322.50	\$ 629.40	\$ 6,612.50	\$ 15,787.93	\$ 9,175.43	139%
10	Palm Spr./Palm Des.	\$ 60,835.00	\$ 5,069.58	\$ 4,634.69	\$ 25,347.92	\$ 23,189.29	\$ (2,158.63)	-9%
11	Total Fare Revenue	\$ 264,500.00	\$ 22,041.67	\$ 22,063.07	\$ 110,208.33	\$ 139,122.58	\$ 28,914.25	26%

Current Support Funding - Operations			Received	Prior FY	Received	Balance Due
12	Local Transit Funds	\$ 3,635,737.00			\$ 1,817,868.50	\$ 1,817,868.50
13	Section 5311 Operating Asst	\$ 579,901.00				\$ 579,901.00
14	Measure I	\$ 152,900.00	\$ 13,282.56		\$ 72,197.23	\$ 80,702.77
15	Section 5311 COVID-19 Stimulus	\$ -			\$ 405,096.00	\$ -
16	AB 2766	\$ 40,000.00	\$ 40,000.00		\$ 40,000.00	\$ -
17	Total Sup. Fund.Ops	\$ 4,408,538.00	\$ 53,282.56		\$ 2,335,161.73	\$ 2,478,472.27
18	Total Operating Revenues	\$ 4,722,086.00	\$ 93,166.02		\$ 2,587,450.83	\$ 2,600,116.37

Prior Year Support Funding - Operations		Grant Amt	Received	Prior FY	Received	Balance Due
19	Section 5311 Operating Asst FY22	\$ 568,530.00				\$ 568,530.00
20	Total Prior Year Operating Revenues	\$ 568,530.00	\$ -	\$ -	\$ -	\$ 568,530.00

Current Year Capital Funding - Capital		Grant Amt	Received	Prior FY	Received	Balance Due
21	Operations Support Equip STA FY24	\$ 50,000.00				\$ 50,000.00
22	CERBT / CEPPT Trust LTF FY24	\$ 290,388.00				
23	Vehicle Replacements STA/CMAQ FY24	\$ 823,183.00				\$ 823,183.00
24	Intelligent Transit System (ITS) SGR/LTF FY24	\$ 439,000.00				\$ 439,000.00
25	Facilities LTF FY24	\$ 1,190,708.00				\$ 1,190,708.00
26	Zero Emission Projects LTF FY24	\$ 167,003.00				\$ 167,003.00
27	Bus Stop Improvements STA/LCTOP FY24	\$ 178,407.00				\$ 178,407.00
28	Total Current Capital Funding	\$ 3,138,689.00	\$ -	\$ -	\$ -	\$ 2,848,301.00

Prior Year Capital Funding - Capital		Grant Amt	Received	Prior FY	Received	Balance Due
29	29Palms CNG Station LTF FY18	\$ 130,000.00				\$ 130,000.00
30	AVL/GPS Equipment STA FY17	\$ 6,000.00				\$ 6,000.00
31	AVL/GPS Equipment STA FY19	\$ 85,000.00				\$ 85,000.00
32	Bus Stop Improvements STA FY22	\$ 17,403.00				\$ 17,403.00
33	Bus Stop Improvements STA FY19	\$ 53,526.15				\$ 53,526.15
34	Bus Stop Improvements STA/SGR/LTF/LCTOP FY23	\$ 65,303.86			\$ 21,234.86	\$ 44,069.00
35	Bus Wash System STA FY20	\$ 63,640.00				\$ 63,640.00
36	Bus Wash System STA FY21	\$ 7,500.00				\$ 7,500.00
37	Class H Replacement Vehicles CMAQ FY21	\$ 1,214,400.00				\$ 1,214,400.00
38	CNG Compressor LTF FY23	\$ 650,000.00				\$ 650,000.00
39	Cost Allocation Study STA FY19	\$ 2,519.00				\$ 2,519.00
40	Engine Overhauls LTF FY18	\$ 56,109.80			\$ 44,938.03	\$ 11,171.77
41	Engine Overhauls STA FY20	\$ 24,212.39				\$ 24,212.39
42	Engine Overhauls STA FY23	\$ 25,000.00				\$ 25,000.00
43	Facilities STA/LTF FY23	\$ 72,199.17			\$ 22,897.96	\$ 49,301.21
44	Fare Media Structure STA FY21	\$ 50,000.00				\$ 50,000.00
45	MBTA Branding LTF FY23	\$ 147,716.29			\$ 3,306.93	\$ 144,409.36
46	Operations Support Equip STA FY23	\$ 6,257.16			\$ 1,077.28	\$ 5,179.88
47	REI Equipment LTF FY15 Realloc.	\$ 760.00				\$ 760.00
48	Short Range Transit Plan STA FY19	\$ 19,229.80				\$ 19,229.80
49	Staff Vehicles Replacemen STA FY20	\$ 187.32				\$ 187.32
50	Vehicle Replacements STA FY22 / CMAQ	\$ 287,076.00				\$ 287,076.00
51	Vehicle Replacements LTF FY23	\$ 1,079,970.00				\$ 1,079,970.00
52	Vehicles: 1 Class E STA FY19	\$ 65,982.05				\$ 65,982.05
53	Video Surveillance LTF FY18	\$ 20,000.00				\$ 20,000.00
54	Video Surveillance LTF FY23	\$ 190,000.00				\$ 190,000.00
55	Zero Emission Projects LTF/LCTOP FY23	\$ 263,077.00				\$ 263,077.00
54	Total Prior Capital Funding	\$ 4,603,068.99	\$ 0.00	\$ 0.00	\$ 93,455.06	\$ 4,246,536.93

FY 23/24 Procurement Budget		Grant Amt	Sent	Received	Sent	Received	Balance Due
55	Procurement Bid Income	\$ 280,000.00		\$ 6,339.50		\$ 124,329.67	\$ 155,670.33
56	Procurement Bid Expenses	\$ (163,505.00)	\$ 9,465.20		\$ 90,282.08		\$ (73,222.92)
57	TAG Program	\$ (80,000.00)			\$ 80,000.00		\$ -
58	Total Procurement Budget		\$ 9,465.20	\$ 6,339.50	\$ 170,282.08	\$ 124,329.67	\$ (45,952.41)

FY 23/24 TREP Budget		Grant Amt	Sent	Received	Sent	Received	Balance Due
59	5310 TREP Revenue Balance	\$ 114,526.00					\$ 114,526.00
60	Program Administrator	\$ (4,906.00)	\$ 88.37		\$ 677.47		\$ (4,228.53)
61	Client Relations Clerk	\$ (34,020.00)	\$ 3,478.20		\$ 17,391.00		\$ (16,629.00)
62	Mileage Reimbursements	\$ (75,600.00)	\$ 2,951.73		\$ 12,307.95		\$ (63,292.05)

## **BASIN TRANSIT**

TO: Board of Directors  
FROM: Michal Brock, Office Manager  
DATE: January 25, 2024

RE: Taxi Reports

### **October**

Cab Companies: 2  
Registered Cabs: 3  
Registered Drivers: 4

New Driver Permits: 0  
Permit Renewals: 0  
Denied Applications: 0

### **November**

Cab Companies: 2  
Registered Cabs: 3  
Registered Drivers: 4

New Driver Permits: 0  
Permit Renewals: 0  
Denied Applications: 0

### **Fiscal-Year-to-Date 2023/24 Taxi Administration Financial Summary**

- As of November 30, 2023, expenditures are \$306.34 or 10% under the FYTD budget.
- As of November 30, 2023, revenues are \$130.00 or 7% under the FYTD budget.
- The net FYTD operating gain (loss) after expenses is (\$1,227.83).

**STAFF RECOMMENDATION: RECEIVE AND FILE**

MORONGO BASIN TRANSIT AUTHORITY  
TAXI ADMINISTRATION  
**Statement of Expenditures**  
During Fiscal Year ending 6/30/24  
For Period ending 10/31/23

Line		FY 23/24	MONTH	OCTOBER	Year to Date		Year to Date	
		Budget	Budget	Actual	Budget	Actual	Variance	%
	<b>Administrative Exp.</b>							
1	Legal Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
2	Insurance	\$ 1,200.00	\$ 100.00	\$ 100.00	\$ 400.00	\$ 400.00	\$ -	0%
3	Taxicab Administrator	\$ 1,500.00	\$ 125.00	\$ 110.06	\$ 500.00	\$ 825.45	\$ 325.45	65%
4	Office Clerk	\$ 1,500.00	\$ 125.00	\$ -	\$ 500.00	\$ -	\$ (500.00)	-100%
5	Drug & Alcohol Testing	\$ 420.00	\$ 35.00	\$ -	\$ 140.00	\$ 34.90	\$ (105.10)	-75%
6	Background Checks	\$ 128.00	\$ 10.67	\$ -	\$ 42.67	\$ 32.00	\$ (10.67)	-25%
7	Printing/Office/Meters	\$ 422.00	\$ 35.17	\$ 36.00	\$ 140.67	\$ 144.00	\$ 3.33	2%
8	Rent & Utilities	\$ 2,400.00	\$ 200.00	\$ 200.00	\$ 800.00	\$ 800.00	\$ -	0%
9	<b>Total Administrative Exp.</b>	<b>\$ 7,570.00</b>	<b>\$ 630.83</b>	<b>\$ 446.06</b>	<b>\$ 2,523.33</b>	<b>\$ 2,236.35</b>	<b>\$ (286.98)</b>	<b>-11%</b>

MORONGO BASIN TRANSIT AUTHORITY  
TAXI ADMINISTRATION  
**Statement of Income**

Line		FY 23/24	MONTH	OCTOBER	Year to Date		Variance	%
		Budget	Budget	Actual	Budget	Actual		
	<b>REVENUE</b>							
10	Taxi Business Permit	\$ -	\$ -	\$ -		\$ 20.00	\$ 20.00	100%
11	Driver Permit Fees	\$ 200.00	\$ 16.67	\$ -	\$ 66.67	\$ 100.00	\$ 33.33	50%
12	Vehicles Permit Fees	\$ 3,600.00	\$ 300.00	\$ 300.00	\$ 1,200.00	\$ 1,200.00	\$ -	0%
13	Driver Renewal Fees	\$ 300.00	\$ 25.00	\$ -	\$ 100.00	\$ -	\$ (100.00)	-100%
14	Transfer Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
15	Fines	\$ 100.00	\$ 8.33	\$ -	\$ 33.33	\$ -	\$ (33.33)	-100%
16	<b>TOTAL REVENUE</b>	<b>\$ 4,200.00</b>	<b>\$ 350.00</b>	<b>\$ 300.00</b>	<b>\$ 1,400.00</b>	<b>\$ 1,320.00</b>	<b>\$ (80.00)</b>	<b>-6%</b>

\$ (916.35)



MORONGO BASIN TRANSIT AUTHORITY  
TAXI ADMINISTRATION  
**Statement of Expenditures**  
During Fiscal Year ending 6/30/24  
For Period ending 11/30/23

Line		FY 23/24	MONTH	NOVEMBER	Year to Date		Year to Date	
		Budget	Budget	Actual	Budget	Actual	Variance	%
	<b>Administrative Exp.</b>							
1	Legal Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
2	Insurance	\$ 1,200.00	\$ 100.00	\$ 100.00	\$ 500.00	\$ 500.00	\$ -	0%
3	Taxicab Administrator	\$ 1,500.00	\$ 125.00	\$ 205.48	\$ 625.00	\$ 1,030.93	\$ 405.93	65%
4	Office Clerk	\$ 1,500.00	\$ 125.00	\$ -	\$ 625.00	\$ -	\$ (625.00)	-100%
5	Drug & Alcohol Testing	\$ 420.00	\$ 35.00	\$ -	\$ 175.00	\$ 34.90	\$ (140.10)	-80%
6	Background Checks	\$ 128.00	\$ 10.67	\$ 70.00	\$ 53.33	\$ 102.00	\$ 48.67	91%
7	Printing/Office/Meters	\$ 422.00	\$ 35.17	\$ 36.00	\$ 175.83	\$ 180.00	\$ 4.17	2%
8	Rent & Utilities	\$ 2,400.00	\$ 200.00	\$ 200.00	\$ 1,000.00	\$ 1,000.00	\$ -	0%
9	<b>Total Administrative Exp.</b>	<b>\$ 7,570.00</b>	<b>\$ 630.83</b>	<b>\$ 611.48</b>	<b>\$ 3,154.17</b>	<b>\$ 2,847.83</b>	<b>\$ (306.34)</b>	<b>-10%</b>

MORONGO BASIN TRANSIT AUTHORITY  
TAXI ADMINISTRATION  
**Statement of Income**

Line		FY 23/24	MONTH	NOVEMBER	Year to Date		Variance	%
		Budget	Budget	Actual	Budget	Actual		
	<b>REVENUE</b>							
10	Taxi Business Permit	\$ -	\$ -	\$ -		\$ 20.00	\$ 20.00	100%
11	Driver Permit Fees	\$ 200.00	\$ 16.67	\$ -	\$ 83.33	\$ 100.00	\$ 16.67	20%
12	Vehicles Permit Fees	\$ 3,600.00	\$ 300.00	\$ 300.00	\$ 1,500.00	\$ 1,500.00	\$ -	0%
13	Driver Renewal Fees	\$ 300.00	\$ 25.00	\$ -	\$ 125.00	\$ -	\$ (125.00)	-100%
14	Transfer Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
15	Fines	\$ 100.00	\$ 8.33	\$ -	\$ 41.67	\$ -	\$ (41.67)	-100%
16	<b>TOTAL REVENUE</b>	<b>\$ 4,200.00</b>	<b>\$ 350.00</b>	<b>\$ 300.00</b>	<b>\$ 1,750.00</b>	<b>\$ 1,620.00</b>	<b>\$ (130.00)</b>	<b>-7%</b>

\$ (1,227.83)

## **BASIN TRANSIT**

TO: Board of Directors  
FROM: Cheri Holsclaw, General Manager  
DATE: January 25, 2024  
  
RE: General Manager's Report

**STAFF RECOMMENDATION: RECEIVE AND FILE**





# General Manager's Report

January 2024

## CAPITAL PROJECTS

- Due to a delay with CARB Certification of the CNG System, the two (2) E450s ordered in October 2022 are now estimated to be delivered by the end of May 2024. Additionally, the two (2) E450s and two (2) F550s ordered in April 2023 are now estimated to be delivered by the end of June 2024. The two (2) Gillig's are in production now (*bus 759 pictured*) and should be delivered shortly.



- Engineering firm, Charles Abbott & Associates, has been closely working with Caltrans to get permits to proceed with the bus stop improvement at Star Dune and Twentynine Palms Hwy. The most recent issue addressed was unable to have a hydrant 52' away from the edge of traffic because it would place the hydrant inside Motel 6's parking lot and Motel 6 did not agree to that.

## ACTIVITIES

- Once again Basin Transit partnered with the Boys & Girls Club for the annual "Stuff the Bus" toy drive. Staff and volunteers were in front of Walmart on Saturday, December 2<sup>nd</sup>.
- Staff participated in the Twentynine Palms light parade on December 5<sup>th</sup> and the Yucca Valley light parade on December 9<sup>th</sup>.



- FY June 2023 Financial Audit and FY 2021-2023 Triennial Performance Audit were completed in December. The Single Audit is due March 31, 2024 and is in progress.
- Basin Transit is a member of SBCTA's Multimodal Working Group, which recently initiated a Transit Anti-Harassment & Safety Campaign. During the first phase, consultant AMMA Transit Planning discussed safety concerns with Basin Transit drivers, CMC students, and CMC staff.

## STAFF

- Staff is thrilled to announce that we kicked off our first-ever Weight Loss Challenge! We have eight (8) staff members participating in this exciting journey towards better well-being.



## **PROCUREMENT**

Ordering activity has definitely picked up as of late. Since the last board meeting, the following agencies have ordered using Basin Transit's bid: Mountain Area Regional Transit (Big Bear), Amador County, Sonoma County, City of Azusa, San Joaquin Regional Transit, City of Redding, City of Whittier (2X), City of Santa Clarita, City of Riverside, City of Gardena, Redwood Coast Transit, Plumas County, San Luis Obispo Regional Transit, Sacramento County.

Staff has been busy with the heavy-duty bus bid which was released November 17, 2023. The bid includes options for CNG, diesel, electric, and hydrogen fuel cell buses. Over 90 agencies have signed up and the minimum five-year commitments they have made is for 1,022 units, with a maximum of 4,400 buses to be ordered over a five-year period. Bids are due in March and we hope to bring the first wave of awards to the board for approval shortly after.

## **BASIN TRANSIT**

TO: Board of Directors  
FROM: Matthew Atkins, Operations Manager  
DATE: January 25, 2024  
  
RE: Operations Report

**STAFF RECOMMENDATION: RECEIVE AND FILE**



# Operations Report

January 25, 2024

## PERSONNEL

### Staffing

Total Coach Operators: October - 24, November - 25

Total Dispatchers: October - 4, November - 4

### Overtime

Operators: October – 2.06%, November – 5.11%

Dispatchers: October – 16.86%, November – 16.4%

## OPERATIONS/ SAFETY/ CUSTOMER SERVICE

On-time performance for the reporting period:

Ready Ride: October – 98.7%, November – 98.1%

Fixed Route: October – 94.0%, November – 96.6%

Staff received six (6) customer contacts for October and November. These contacts were recorded as four (4) complaints about drivers, one (1) compliment about a driver, and one (1) service suggestion. All complaints have been addressed with customer follow up.

As of November 30, 2023, staff completed 51 days free of any preventable accidents and /or injuries. A minor, preventable, non-injury traffic collision occurred on October 10<sup>th</sup> that caused the safety board to be reset.

## EMPLOYEE TRAINING/RECRUITMENT

While one trainee is still receiving behind the wheel instruction in preparation for her DMV test, Operations and Training Staff started a new training class on 1/23/24 with four new employees.

## MAINTENANCE

The following is the maintenance mileage, road call and cost per mile information for October and November.



October: 3 road calls with 0 tows

Mileage: 59,457 with a CPM (cost per mile) of \$0.66

November: 2 road calls with 0 tows

Mileage: 54,059 with a CPM (cost per mile) of \$0.60

## **BASIN TRANSIT**

TO: Board of Directors  
FROM: Cheri Holsclaw, General Manager  
DATE: January 25, 2024  
RE: Audited Financial Report for Fiscal Year 2023

The Transportation Development Act (TDA) Public Utilities Code 99245 requires an audit of Basin Transit's financial records to be conducted annually. Basin Transit has received a copy of the Financial Audit Report for the fiscal year ending June 30, 2023.

The Independent Auditors' Report, which is included with the Financial Statements, concludes that, "In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Basin Transit as of June 30, 2023, and the changes in financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America."

Finding 2023-001 stemmed from a change in the presentation approach for the deferred revenue roll-forward schedule recommended by prior-auditors, which led to a misunderstanding among staff regarding the accurate presentation of the roll-forward schedule that arose during this transition. Staff posted an Adjusted Journal Entry to reverse the recommended entry from prior-auditors and will undergo educational initiatives to enhance their understanding of unearned revenues to ensure alignment between the roll-forward schedules and the general ledger balances.

Finding 2022-001 from the Financial Audit Report for the fiscal year ending June 30, 2022, was found to be effectively addressed, apart from the issue related to the recording of prepaid expenses, which was promptly rectified following BCAWR Certified Public Accountants & Advisors recommendation.

**STAFF RECOMMENDATION: RECEIVE AND FILE**

**Independent Auditor's Report on Internal Control over Financial Reporting  
and on Compliance and Other Matters Based on an Audit of Financial Statements  
Performed in Accordance with *Government Auditing Standards*, the Transportation  
Development Act and California Government Code §8879.50**

The Board of Directors  
Morongo Basin Transit Authority  
Joshua Tree, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Morongo Basin Transit Authority (Basin Transit) as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the Basin Transit's basic financial statements and have issued our report thereon dated December 19, 2023.

**Report on Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Basin Transit's internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Basin Transit's internal control. Accordingly, we do not express an opinion on the effectiveness of Basin Transit's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies, and therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified certain deficiencies in internal control, described in the accompanying Schedule of Findings and Questioned Costs as item 2023-001 that we considered to be a material weakness.

## **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Basin Transit's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, including Section 6667 of Title 21 of the California Code of Regulations and the allocation instructions of San Bernardino County Transportation Authority, and California Government Code §8879.50 et. seq., noncompliance with which could have a direct and material effect on the financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*, Section 6667 of Title 21 of the California Code of Regulations, or the California Government Code §8879.50 et. seq.

## **Basin Transit's Response to Finding**

*Government Auditing Standards* require the auditor to perform limited procedures on Basin Transit's response to the finding identified in our audit and described in the accompanying Schedule of Findings and Questioned Costs. Basin Transit's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

## **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Basin Transit's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Basin Transit's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in dark ink that reads "BCA Watson Rice, LLP". The signature is written in a cursive, flowing style.

Torrance, California  
December 19, 2023



**MORONGO BASIN TRANSIT AUTHORITY**  
Schedule of Findings and Questioned Costs  
For the Year Ended June 30, 2023

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**2023-001      Reconciliation of the Deferred Revenue General Ledger Balance(control account)  
with the Deferred Revenue Roll-forward schedule (sub-ledger)**

Criteria

Proper financial statement reporting requires that the balance in the general ledger control account aligns precisely with the balance in its related sub-ledger or roll-forward schedule. This alignment is crucial for ensuring the accuracy and integrity of financial records.

Condition

In reviewing the balances of both the Deferred Revenue and Unearned Revenue accounts, we found a discrepancy: the total balance of these general ledger control accounts does not align with the figures in the supporting deferred revenue roll-forward analysis. This discrepancy appears to be due to the omission of the Unearned Revenue account balance from the roll-forward schedule.

Context

This discrepancy was discovered while preparing the financial statements for the period ended June 30, 2023.

Effect

The supporting roll-forward schedule does not accurately represent the transaction activities within the deferred revenue account. To address this, an adjustment to the roll-forward schedule was made, ensuring that its ending balance aligned accurately with the control balance in the general ledger.

Cause

This issue stemmed from a change in the presentation approach for the deferred revenue roll-forward schedule recommended by prior-auditors leading to a misunderstanding among the staff regarding the accurate presentation of the roll-forward schedule that arose during this transition.

Recommendation

We recommend that Basin Transit establish a comprehensive monitoring system for its Deferred and Unearned Revenue accounts to ensure alignment between the roll-forward schedules and the general ledger balances. This system should facilitate a precise tracking of transaction movements over the fiscal years. Additionally, it is advisable for Basin Transit to provide targeted training to staff members responsible for managing deferred and unearned revenue transactions. This training will enhance their understanding and proficiency in the accurate recording and handling of these accounts, thereby helping to prevent similar discrepancies in future reporting periods.

Views of Responsible Official and Planned Corrective Actions

Management agrees. See the separately issued corrective action plan.

**MORONGO BASIN TRANSIT AUTHORITY**  
Status of Prior Year Findings and Questioned Costs

---

**2022-001      Financial Statement Preparation and Reporting Material Weakness**

Criteria

Management is responsible for the preparation of the basic financial statements and all accompanying information as well as representations contained therein, and the fair presentation in conformity with U.S. generally accepted accounting principles. This requires management to perform a year-end closing process to accumulate, reconcile, and summarize information for inclusion in the annual financial statements.

Condition

We prepared the financial statements for Morongo Basin Transit Authority (MBTA) using the records of MBTA. During the audit, we identified adjustments, which were posted as part of the audit, for the following:

- Gross receipts, related to funding from local sources, were included in the calculation of Eligibility for Funds as required by §6634 of the Transportation Development Act in an amount exceeding what was required to meet the farebox ratio requirement. As a result, an adjustment in the aggregate amount of \$283,307 was required.
- MBTA had not adjusted the Fair Market Value balance for their investments in the Local Agency Investment Fund (LAIF). As a result, an adjustment in the amount of \$16,644 was required.
- MBTA had begun tracking contributions to CERBT and CEPPT as expenses as of the beginning of the fiscal year. An adjustment was required to report the contributions as restricted assets of MBTA in the aggregate amount of \$290,388. Additionally, a correction to properly record the investment losses in each fund in the aggregate amount of \$28,813 was required.
- An adjustment in the amount of \$68,800 was required to properly report prepaid costs that were incorrectly recognized as expenses in the current year.

Context

The condition was noted during the testing of MBTA's various accounts balances and transactions cycles, and during the financial statement preparation process, for the year ended June 30, 2023.

Effect

Journal entries were proposed and posted in order to fairly present the financial statements. Additional entries were required for unearned revenues after audit adjustments were posted to properly state revenues.

**MORONGO BASIN TRANSIT AUTHORITY**  
Status of Prior Year Findings and Questioned Costs

---

Cause

MBTA's procedures did not allow for all balances to be properly reported in accordance with GAAP, and adjustments were required as part of the financial statement preparation process.

Recommendation

We recommend that MBTA review its closing policies and procedures in place to ensure amounts are properly captured, reconciled, classified, and reported. Further, MBTA should review its procedures over the preparation of the Eligibility for Funds calculation as required by §6634 of the Transportation Development Act to ensure there is a documented review and approval, or other appropriate internal control to ensure proper amounts are calculated and reported. MBTA should evaluate its review procedures over the financial statements to ensure balances are properly reflected prior to the audit.

Views of Responsible Official and Planned Corrective Actions

Management agrees. See the separately issued corrective action plan.

Current Year Status

During the fiscal year 2022-2023, apart from the issue related to the accurate recording of prepaid expenses, the other two identified issues were effectively addressed and resolved. Additionally, we observed a similar error in the recording of prepaid insurance expenses for the fiscal year 2022-2023, which was promptly rectified following our recommendations.

# **MORONGO BASIN TRANSIT AUTHORITY**

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(A joint Powers Authority)

## **Financial Statements With Independent Auditor's Report**

**June 30, 2023**



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2355 Crenshaw Blvd. Suite 150 Torrance, CA 90501  
t: (310) 792-4640 f: (310) 792-4140

# MORONGO BASIN TRANSIT AUTHORITY

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2355 Crenshaw Blvd. Suite 150  
Torrance, CA 90501

Telephone: 310.792.4640  
Facsimile: 310.792.4331  
[www.bcawr.com](http://www.bcawr.com)

## **Independent Auditor's Report**

The Board of Directors  
Morongo Basin Transit Authority  
Joshua Tree, California

### **Report on the Audit of the Financial Statements**

#### ***Opinion***

We have audited the financial statements of the Morongo Basin Transit Authority (formerly Basin Transit), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the Basin Transit's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the Basin Transit, as of June 30, 2023, and the changes in the financial position, and cash flows thereof for the year then ended in accordance with the accounting principles generally accepted in the United States of America.

#### ***Basis for Opinion***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Basin Transit and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Basin Transit's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Basin Transit's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Basin Transit's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the schedule of proportionate share of the net pension liability, the schedule of contributions for the cost-sharing retirement plan, and the schedule of changes in total OPEB liability and related ratios, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with

auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Government Accounting Standards Board, who considers it to be an essential part of the financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by the missing information.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 19, 2023, on our consideration of the Basin Transit's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Basin Transit's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Basin Transit's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "BCA Watson Rice, LLP". The signature is written in a cursive, flowing style.

Torrance, California  
December 19, 2023



# MORONGO BASIN TRANSIT AUTHORITY

## Statement of Net Position June 30, 2023

Assets	
Current Assets	
Cash and cash equivalents	\$ 7,172,627
Restricted cash	
Restricted for capital purposes	396,699
Pensions/OPEB trusts	567,825
Receivables	
Grants	1,083,494
Accrued revenue	111,445
Prepaid costs	64,580
Total current assets	<u>9,396,670</u>
Noncurrent Assets	
Capital assets, net	<u>4,808,955</u>
Total assets	<u>14,205,625</u>
Deferred Outflows of Resources	
Deferred amount related to pensions	855,646
Deferred amount related to OPEB	436,264
Total deferred outflows of resources	<u>1,291,910</u>
Liabilities	
Current Liabilities	
Accounts payable	10,140
Compensated absences	68,674
Other accrued liabilities	70,215
Unearned revenue	4,634,237
Total current liabilities	<u>4,783,266</u>
Noncurrent Liabilities	
Net pension liability	1,327,753
Net OPEB liability	1,078,941
Compensated absences	68,674
Total noncurrent liabilities	<u>2,475,368</u>
Total liabilities	<u>7,258,634</u>
Deferred Inflows of Resources	
Deferred amount related to pensions	54,505
Deferred amount related to OPEB	2,197,904
Total deferred inflows of resources	<u>2,252,409</u>
Net Position	
Net investment in capital assets	4,808,955
Unrestricted	1,177,537
Total net position	<u>\$ 5,986,492</u>

See Notes to Financial Statements.

## MORONGO BASIN TRANSIT AUTHORITY

### Statement of Revenues, Expenses, and Changes in Net Position For the Year Ended June 30, 2023

Operating Revenues	
Passenger fares	\$ 307,345
Procurement services	140,361
Taxi licensing services	4,420
Total operating revenues	<u>452,126</u>
Operating Expenses	
Operations	3,044,596
Maintenance	602,902
Administration	1,032,656
Procurement	250,100
Taxi licensing	10,368
Escort program TREP	77,177
Depreciation	1,121,575
Total operating expenses	<u>6,139,374</u>
Operating income (loss)	<u>(5,687,248)</u>
Non-Operating Revenues	
Operating assistance	
Local transportation fund article 4	3,073,754
Measure I	162,127
Federal transit administration section 5311	405,096
Federal transit administration section 5310 TREP	76,383
State and local grants	40,000
Interest income	22,692
Net increase in fair value of investments	16,644
Miscellaneous	420,817
Total non-operating revenue	<u>4,217,513</u>
Loss Before Capital Contributions	(1,469,735)
Capital Contributions	
State transit assistance fund	110,686
Local transportation fund article 4	335,294
Low carbon transit operations program	117,785
State of good repair	33,623
Total capital contributions	<u>597,388</u>
Change in Net Position	(872,347)
Net Position, Beginning of Year	<u>6,858,839</u>
Net Position, End of Year	<u>\$ 5,986,492</u>

See Notes to Financial Statements.

# MORONGO BASIN TRANSIT AUTHORITY

## Statement of Cash Flows For the Year Ended June 30, 2023

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Operating Activities	
Cash received from fares	\$ 307,345
Cash received from taxi and procurement services	144,781
Payments to employees	(2,906,554)
Payments to vendors for services	<u>(2,144,311)</u>
Net Cash Used in Operating Activities	<u>(4,598,739)</u>
Non-Capital Financing Activities	
Operating grants received	<u>6,559,686</u>
Net Cash Provided by Non-Capital Financing Activities	<u>6,559,686</u>
Capital and Related Financing Activities	
Capital grants received	728,158
Purchase of capital assets	<u>(319,243)</u>
Net Cash Provided by Capital and Related Financing Activities	<u>408,915</u>
Investing Activities	
Investment income	<u>39,336</u>
Net Cash Provided by Investing Activities	<u>39,336</u>
Net Increase in Cash and Cash Equivalents	2,409,198
Cash and Cash Equivalents, Beginning of Year	<u>5,727,953</u>
Cash and Cash Equivalents, End of Year	<u><u>\$ 8,137,151</u></u>
Reconciliation of Cash and Cash Equivalents to Statement of Net Position	
Cash and cash equivalents	\$ 7,172,627
Restricted cash for capital purposes	396,699
Restricted cash - pension/OPEB trusts	<u>567,825</u>
Total cash and cash equivalents	<u><u>\$ 8,137,151</u></u>

See Notes to Financial Statements.

## MORONGO BASIN TRANSIT AUTHORITY

### Statement of Cash Flows (Continued) For the Year Ended June 30, 2023

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Reconciliation of Operating Loss to Net Cash used in Operating Activities	
Operating income (loss)	\$ (5,687,248)
Adjustments to Reconcile Operating (Loss) to Net Cash used in Operating Activities	
Depreciation expense	1,121,575
Changes in Assets and Liabilities	
(Increase) decrease in assets	
Prepaid costs	4,220
Increase (decrease) in liabilities	
Accounts payable and accrued liabilities	(49,179)
Compensated absences	28,221
Other accrued liabilities	58,789
Net pension liability	929,916
Total OPEB liability	(1,760,128)
Change in deferred outflows of resources related to pensions	(493,665)
Change in deferred inflows of resources related to pensions	(300,987)
Change in deferred outflows of resources related to OPEB	84,359
Change in deferred inflows of resources related to OPEB	<u>1,465,388</u>
Total adjustments	<u>1,088,509</u>
Net Cash used in Operating Activities	<u><u>\$ (4,598,739)</u></u>
Non-cash investing, capital, and financing activities:	
Net increase in fair value of investments	<u><u>\$ 16,644</u></u>

See Notes to Financial Statements.

# MORONGO BASIN TRANSIT AUTHORITY

Notes to Financial Statements  
June 30, 2023

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## Note 1 – Organization

Morongo Basin Transit Authority (Basin Transit) is a joint powers agency whose members are the County of San Bernardino, the City of Twentynine Palms, California, and the Town of Yucca Valley, California. Basin Transit provides bus services to the City of Twentynine Palms and the Town of Yucca Valley as well as certain surrounding county areas of the Morongo Basin. Transit services provided include fixed routes and certain demand-response services. Basin Transit is governed by a Board of Directors comprised of representatives of the member jurisdictions and a member-at-large.

## Note 2 – Summary of Significant Accounting Policies

*The Financial Reporting Entity* – Basin Transit meets the criteria as a stand-alone government, and accordingly, is accounted for and reported on as though it were a primary government.

*Basis of Accounting* – Basin Transit’s proprietary fund financial statements are reported using the economic resources measurement focus and accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded when the related liability is incurred.

*Cash & Cash Equivalents* include demand deposits and amounts invested in the State treasurer’s investment pool (the State of California Local Agency Investment Fund). For the purpose of the Statement of Cash Flows, cash and cash equivalents are defined as short-term, highly liquid deposits with original maturities of three months or less from the date of acquisition.

*Fair Value Measurement* – Basin Transit applies Governmental Accounting Standards Board (“GASB”) Statement No. 72, *Fair Value Measurement and Application*, which provides guidance for determining a fair value measurement for reporting purposes and applying fair value to certain investments and disclosures related to all fair value measurements. Basin Transit categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset’s fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

*Grants* for operating assistance and capital acquisitions are included in revenue in the period in which the grant was earned. Reimbursable federal capital grants are accrued when the related expenditures are incurred. Capital grant funds advanced but not yet earned are treated as unearned revenues. Also, operating funds advanced from the San Bernardino County Transit Authority (SBCTA) for working capital are treated as unearned revenues until earned. Operating assistance grants are included in non-operating revenues in the year in which the grant is applicable and the related expenses are incurred. Revenue earned under capital grants is recorded as capital contributions. Operating grant activity for the fiscal year is detailed in Note 7.

# MORONGO BASIN TRANSIT AUTHORITY

Notes to Financial Statements  
June 30, 2023

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## Note 2 – Summary of Significant Accounting Policies (Continued)

Capital assets are stated at historical cost and depreciated using the straight-line method over the following estimated useful lives:

Capital assets being depreciated:

Buildings and improvements	7 to 25 years
Office furniture, fixtures, and equipment	5 years
Buses	5 to 12 years
Vehicles	5 years
Information systems	5 years
Data handling equipment	5 years

Basin Transit's capitalization threshold for recognition of property, plant, and equipment assets is \$300.

*Self-Insurance Liabilities* – Basin Transit's self-insured retention and incurred but not reported claims liabilities are covered by the California Transit Insurance Pool Joint Powers Insurance Authority pool in which they participate, detailed in Note 9.

*Compensated Employee Absences* – Compensated employee absences (vacation leave) are accrued as the employees become entitled to use them. The balance is attributable to services already rendered and it is probable that virtually all of these balances will be liquidated by either paid time off or payments upon termination or retirement.

*Net Position* – Net position represents the difference between assets, deferred outflows of resources, liabilities, and deferred inflows or resources and is classified into two categories

- Net investment in capital assets – This balance reflects the net position of Basin Transit invested in capital assets net of accumulated depreciation.
- Unrestricted – This balance represents the amount of net position that does not meet the definition of net investment in capital assets.

*Estimates* – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues, expenses, and disclosure of contingent assets and liabilities. Actual results could differ from those estimates.

*Restricted Cash* – Public Transportation Modernization, Improvement and Service Enhancement Account Program (PTMISEA), State of Good Repair, and Low Carbon Transit Operations Program cash balances are restricted for capital projects. The amount held at June 30, 2023 is \$396,699. Furthermore, \$567,825 is held under the establishment of two Section 115 Trusts funds through CalPERS. Basin Transit participates in the California Employers' Pension Prefunding Trust Program (CERBT) and California Employers' Pension Prefunding Trust Program (CEPPT) which hold \$332,360 and \$235,465, respectively.

# MORONGO BASIN TRANSIT AUTHORITY

Notes to Financial Statements  
June 30, 2023

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## **Note 2 – Summary of Significant Accounting Policies (Continued)**

*Operating and Non-Operating Revenue* – Basin Transit distinguishes operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from directly providing services in connection with Basin Transit's operation of bus transit services, procurement services, and taxi licensing services. These revenues are primarily passenger fares, fees collected from transit agencies for procurement assistance, and taxi licensing fees collected. Operating expenses include the cost of sales and services, administrative expenses, contracted services, and depreciation on capital assets. All other revenues and expenses not meeting this definition are reported as non-operating revenues and expenses. The majority of the miscellaneous revenue balance presented is composed of Compressed Natural Gas (CNG) tax credits and revenue from the sale of CNG.

*Capital Contributions* – Consist of grants that are legally restricted for capital expenses by federal, state, or local law that established those charges.

*Restricted and Unrestricted Resources* – When both restricted and unrestricted resources are available for use, it is Basin Transit's policy to use restricted resources first, and then unrestricted resources as they are needed.

*Deferred Outflows and Inflows of Resources* – Basin Transit reported deferred outflows and inflows of resources related to pensions and OPEB. A deferred outflow of resources is a consumption of net position by the government that is applicable to a future reporting period. A deferred inflow of resources represents an acquisition of net position by the government that is applicable to a future period. Refer to Notes 11 and 13 for items identified as deferred inflows and outflows as of June 30, 2023.

*Pensions* – For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Basin Transit's California Public Employees Retirement System (CalPERS) plans and additions to and deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

*Other Postemployment Benefits (OPEB)* – OPEB expense, deferred outflows/inflows of resources related to OPEB, and an implied subsidy payment were used to measure the total OPEB liability.

### Effect of New Governmental Accounting Standards Board (GASB) Pronouncements

**GASB Statement No. 91** – In May 2019, the GASB issued Statement No. 91, *Conduit Debt Obligations*. The objective of this Statement is to provide a single method of reporting conduit debt obligations by issues and eliminate diversity in practice. The application of this statement was originally effective for the fiscal year ending June 30, 2022. In accordance with GASB 95, this standard was delayed, and the new effective date is for fiscal years ending December 31, 2022, and subsequent (or June 30, 2023 fiscal year). Basin Transit implemented the new reporting requirements in fiscal year 2023 and there is no effect on the financial statements.

## MORONGO BASIN TRANSIT AUTHORITY

Notes to Financial Statements  
June 30, 2023

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### Note 2 – Summary of Significant Accounting Policies (Continued)

#### Effect of New Governmental Accounting Standards Board (GASB) Pronouncements (Continued)

**GASB Statement No. 94** – In March 2020, the GASB issued Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*. The objective of this Statement is to improve financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs). The Statement is effective for reporting periods beginning after June 15, 2022. Basin Transit implemented the new reporting requirements in fiscal year 2023 and there is no effect on the financial statements.

**GASB Statement No. 96** – In May 2020, the GASB issued Statement No. 96, *Subscription-based Information Technology Arrangements*. The objective of this Statement is to provide guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). The Statement is effective for reporting periods beginning after June 15, 2022. Basin Transit implemented the new reporting requirements in fiscal year 2023 and there is no effect on the financial statements.

**GASB Statement No. 99** – In April 2022, the GASB issued Statement No. 99, *Omnibus 2022*. This Statement will enhance comparability in accounting and financial reporting and improve the consistency of authoritative literature by addressing practice issues that have been identified during implementation and application of certain GASB Statements and accounting and financial reporting for financial guarantees. The requirements related to leases, PPPs, and SBITAs are effective for fiscal years beginning after June 15, 2022, and all reporting periods thereafter. The requirements related to financial guarantees and the classification and reporting of derivative instruments within the scope of Statement 53 are effective for fiscal years beginning after June 15, 2023, and all reporting periods thereafter. Basin Transit has not determined the effect of this statement.

**GASB Statement No. 100** – In June 2022, the GASB issued Statement No. 100, *Accounting Changes and Error Corrections*. This Statement defines accounting changes as changes in accounting principles, changes in accounting estimates, and changes to or within the financial reporting entity and describes the transactions or other events that constitute those changes. The requirements of this Statement are effective for accounting changes and error corrections made in fiscal years beginning after June 15, 2023, and all reporting periods thereafter. Basin Transit has not determined the effect of this statement.

**GASB Statement No. 101** – In June 2022, the GASB issued Statement No. 101, *Compensated Absences*. This Statement requires that liabilities for compensated absences be recognized for leave that has not been used and leave that has been used but not yet paid in cash or settled through noncash means. The requirements of this Statement are effective for fiscal years beginning after December 15, 2023, and all reporting periods thereafter. Basin Transit has not determined the effect of this statement.

### Note 3 – Procurement Activity and Taxi Licensing Activity

Procurement activities are for services provided to local agencies assisting with the procurement of buses. The State of California Department of Transportation and the SBCTA have agreed that procurement revenues are available to be retained and expended at management's discretion including TDA-eligible projects. For the year ended June 30, 2023, procurement revenues were expended on bid expenses and transit assistance grant programs to local transit agencies. The remaining procurement expenses were allocated to fund the administrative activities of Basin Transit, based on approved budgeted balances.



## MORONGO BASIN TRANSIT AUTHORITY

### Notes to Financial Statements June 30, 2023

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#### Note 3 – Procurement Activity and Taxi Licensing Activity (Continued)

Taxi licensing activities are for the licensing of taxi service providers of the Morongo Basin and funds are retained to reimburse costs incurred in operation and administration of taxi licensing activity. For the year ended June 30, 2023, these expenses included legal fees, insurance, drug testing, background verification, rent, and utilities.

Basin Transit reports procurement and taxi licensing activities with transit operations. Internally, Basin Transit tracks procurement and taxi licensing activities as follows:

Procurement activities balance form prior year	\$ 1,760,533
Change in balance	(250,100)
Ending balance of procurement activities	<u>\$ 1,510,433</u>
 Taxi licensing activities balance from prior year	 \$ 70,658
Change in balance	(5,948)
Ending balance of taxi licensing activities	<u>\$ 64,710</u>

The balances are included within the unrestricted net position on the statement of net position.

#### Note 4 – Cash and Cash Equivalents

Cash and cash equivalents	\$ 7,172,627
Restricted cash	964,524
Total	<u>\$ 8,137,151</u>

Cash and cash equivalents as of June 30, 2023 consist of the following:

Cash on hand	\$ 305
Demand accounts	6,253,822
Section 115 Trust Funds	567,825
Local Agency Investment Fund (LAIF)	1,315,199
Total	<u>\$ 8,137,151</u>

#### Policies and Practices

Basin Transit is authorized under California Government Code to make direct investments in local agency bonds, notes, or warrants within the State; U.S. Treasury instruments; registered State warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreements; medium-term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security; and collateralized mortgage obligations as specified in Section 53600. Basin Transit does not have a formal policy for investments that is more restrictive than that noted in the government code.

# MORONGO BASIN TRANSIT AUTHORITY

Notes to Financial Statements  
June 30, 2023

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## **Note 4 – Cash and Cash Equivalents (Continued)**

### Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment the greater the sensitivity of its fair value to changes in market interest rates. Basin Transit does not have a formal policy related to investment interest rate risk.

### Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Basin Transit does not have a formal policy related to its credit risk.

### Custodial Credit Risk - Deposits

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, Basin Transit will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. Basin Transit does not have a policy of custodial credit risk for deposits. The California Government Code does not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits, other than the following provision for deposits. The California Government Code requires that a financial institution secure deposits made by state or local government units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110 percent of the total amount deposited by the public agencies. California law also allows financial institutions to secure deposits by pledging first trust deed mortgage notes having a value of 150 percent of the secured public deposits. As of June 30, 2023, the first \$250,000 of deposits were insured under FDIC. Further, up to \$750,000 of deposits were collateralized with securities held by the pledging financial institution's trust department or agent, but not in the name of Basin Transit, leaving \$5,253,821 exposed to credit risk for deposits as of June 30, 2023.

### LAIF Investment Pool

Basin Transit is a voluntary participant in LAIF that is regulated by the California Government Code under the oversight of the Treasurer of the State of California. LAIF is not registered with the Securities and Exchange Commission and is not rated. The fair value of Basin Transit's investment in this pool is reported in the accompanying financial statements at amounts based upon Basin Transit's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal on demand is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis. As of June 30, 2023, Basin Transit's balance in LAIF was \$1,315,199.

# MORONGO BASIN TRANSIT AUTHORITY

Notes to Financial Statements  
June 30, 2023

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## **Note 4 – Cash and Cash Equivalents (Continued)**

### Investments in Section 115 Trusts

Basin Transit participates in CEPPT and CERBT Section 115 trust funds. The agreement entered into by Basin Transit provides that the California Public Employees' Retirement Board of Administration has sole and exclusive control of the administration and investment of Basin Transit's contributions. Basin Transit's contributions may be aggregated with the assets of other participating employers and may be co-invested by the Board in any asset classes appropriate for a Section 115 trust. CalPERS issues publicly available reports that include investment policies for both the CEPPT and CERBT funds that can be found on the CalPERS website.

### Fair Value Measurements

Basin Transit categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets, Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

In instances where inputs used to measure fair value fall into different levels in the above fair value hierarchy, fair value measurements in their entirety are categorized based on the lowest level input that is significant to the valuation. Basin Transit's assessment of the significance of particular inputs to these fair value measurements requires judgment and considers factors specific to each asset or liability.

Deposits and withdrawals in the LAIF Investment Pool are made on the basis of \$1 and not fair value. Accordingly, Basin Transit's investments in LAIF at June 30, 2023 of \$1,315,199 is measured based on uncategorized inputs not defined as a Level 1, Level 2, or Level 3 input.

## **Note 5 – Federal, State, and Local Grants**

### Federal Assistance

Basin Transit receives allocated Federal operating assistance funds. Such funds are apportioned to the local urbanized area by the Federal Transit Authority (FTA). Expenditures of Federal operating assistance funds are subject to final audit and approval by the FTA. Total FTA assistance provided during the fiscal year ended June 30, 2023 was \$481,479.

### Transportation Development Act

Basin Transit is subject to the provisions pursuant to Section 6634 of the California Code of Regulations and Sections 99268.4 and 99313.3 of the Public Utilities Code. Basin Transit receives allocations of local transportation funds pursuant to the Transportation Development Act of 1971. These funds are generated within San Bernardino County and are allocated based on annual claims filed by Basin Transit and approved by SBCTA.

# MORONGO BASIN TRANSIT AUTHORITY

## Notes to Financial Statements June 30, 2023

### Note 5 – Federal, State, and Local Grants (Continued)

#### Transportation Development Act (Continued)

##### A. Section 6634

Pursuant to Section 6634, a transit claimant is precluded from receiving monies from the local transportation fund and the State Transit Assistance Fund in an amount which exceeds the claimant's costs less the sum of fares received, local support required to meet the fare ratio, federal operating assistance, and the amount received during the year from a city or county to which the operator has provided service beyond its boundaries.

The computation of unearned revenue for 2023 is as follows:

	Operating Funds	Capital Funds	Total
Beginning balance, July 1, 2022	\$ 3,381,975	\$ 452,659	\$ 3,834,634
Gross receipts			
Fares	307,345	-	307,345
State transit assistance fund	-	128,516	128,516
Federal transit admin section 5311	405,096	-	405,096
Local transportation fund, article 3	-	287,826	287,826
Local transportation fund, article 4	3,688,070	-	3,688,070
Measure I	162,127	-	162,127
Interest income	-	271	271
Other	-	100,971	100,971
LCTOP	-	203,135	203,135
SB1 State of good repair	-	133,495	133,495
FTA Section 5310	76,383	-	76,383
Total gross receipts	<u>4,639,021</u>	<u>854,214</u>	<u>5,493,235</u>
Operating expenses, less depreciation	3,985,188	389,203	4,374,391
Capital acquisitions	<u>-</u>	<u>319,241</u>	<u>319,241</u>
Receipts over (under) expenses in current period	<u>653,833</u>	<u>145,770</u>	<u>799,603</u>
Deferred revenue at June 30, 2023	<u>\$ 4,035,808</u>	<u>\$ 598,429</u>	<u>\$ 4,634,237</u>

Deferred revenue at June 30, 2023 consists of the following:

	Operating Funds	Capital Funds	Total
LTF Carryover	\$ 4,035,808	\$ -	\$ 4,035,808
LCTOP Capital	-	166,667	166,667
State of Good Repair	-	193,249	193,249
PTMISEA Vehicles	-	238,513	238,513
	<u>\$ 4,035,808</u>	<u>\$ 598,429</u>	<u>\$ 4,634,237</u>

# MORONGO BASIN TRANSIT AUTHORITY

Notes to Financial Statements  
June 30, 2023

## Note 5 – Federal, State, and Local Grants (Continued)

### Transportation Development Act (Continued)

#### B. Section 99268.4

Section 99268.4 indicates that in the case of an operator which is serving a non-urbanized area, the operator shall be eligible for local transportation funds in any fiscal year if it maintains, for the fiscal year, a ratio of fare revenues to operating cost at least equal to 10 percent.

The fare ratio as of June 30, 2023 is calculated as follows:

Operating expenses	\$ 6,139,374
Less Basin Transit reported procurement operations expense	(250,100)
Less Basin Transit reported taxi licensing operations expense	(10,368)
Less reimbursable expenses	(406,177)
Less depreciation	(1,121,575)
Adjusted operating expenses	<u>\$ 4,351,154</u>
Fare revenue	\$ 307,345
Fare ratio	7.06%
Local and federal funds used by the operator to supplement fare box revenues to satisfy the 10% fare ratio as permitted by section 99268.19	<u>135,266</u>
Adjusted fare revenue	<u>442,611</u>
Adjusted fare ratio	<u>10.17%</u>

### Proposition 1B

The Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) Fund is a part of the State of California's Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 (Bond Act), approved by California voters as Proposition 1B on November 7, 2006. A total of \$19.9 billion was deposited into the PTMISEA fund, \$3.6 billion of which was made available to project sponsors in California for allocation to eligible public transportation projects over a 10-year period. Proposition 1B funds can be used for rehabilitation, safety or modernization improvements, capital service enhancements or expansions, new capital projects, bus rapid transit improvements, or for rolling stock procurement, rehabilitation, or replacement. Proposition 1B cash receipts and cash disbursements were as follows:

Unspent PTMISEA funds as of July 1, 2022	\$ 238,465
Interest earning during fiscal year	47
Funds expended during fiscal year	-
Unearned PTMISEA Balance, June 30, 2023	<u>\$ 238,512</u>

## MORONGO BASIN TRANSIT AUTHORITY

### Notes to Financial Statements June 30, 2023

#### Note 5 – Federal, State, and Local Grants (Continued)

##### State of Good Repair

The State of Good Repair (Road Repair and Accountability Act of 2017) provides additional revenues for transit infrastructure repair and service improvements including eligible transit maintenance, rehabilitation, and capital projects. The total held in restricted accounts as of June 30, 2023 was \$80,541.

##### Low Carbon Transit Operations Program

The Low Carbon Transit Operation Program (LCTOP) provides funds for approved projects to support new or expanded bus or rail services, expand intermodal facilities, and may include equipment acquisition, fueling, maintenance, and other costs to operate those services of facilities, which each project reducing greenhouse gas emissions. The total held in restricted accounts as of June 30, 2023 was \$77,645.

#### Note 6 – Capital Assets

Capital asset activity for the fiscal year ended June 30, 2023, is as follows:

	Beginning Balance July 1, 2022	Additions	Retirements	Ending Balance June 30, 2023
Capital assets being depreciated				
Buildings and improvements	\$ 10,873,493	\$ 191,794	\$ 133,049	\$ 10,932,238
Office furniture, fixtures, and equipment	247,253	11,964	11,516	247,701
Buses	5,708,851	77,448	1,302,367	4,483,932
Vehicles	272,367	33,671	-	306,038
Information systems	26,437	4,366	7,932	22,871
Data handling equipment	594	-	594	-
	<u>17,128,995</u>	<u>319,243</u>	<u>1,455,458</u>	<u>15,992,780</u>
Less accumulated depreciation for				
Buildings and improvements	7,308,796	518,522	133,048	7,694,270
Office furniture, fixtures, and equipment	225,172	10,568	11,516	224,224
Buses	3,742,453	562,327	1,302,368	3,002,412
Vehicles	213,078	24,294	-	237,372
Information systems	27,733	3,463	7,932	23,264
Data handling equipment	476	2,401	594	2,283
	<u>11,517,708</u>	<u>1,121,575</u>	<u>1,455,458</u>	<u>11,183,825</u>
Capital assets, net of accumulated depreciation	<u>\$ 5,611,287</u>	<u>\$ (802,332)</u>	<u>\$ -</u>	<u>\$ 4,808,955</u>

#### Note 7 – Grants

Grants receivable at June 30, 2023 were \$1,083,494. This balance was composed of \$973,626 of Federal operating assistance grant funds and \$109,868 from State and local sources.

## MORONGO BASIN TRANSIT AUTHORITY

### Notes to Financial Statements June 30, 2023

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#### **Note 8 – Line of Credit**

Basin Transit has an unsecured line of credit with Pacific Western Bank. As of June 30, 2023, the amount available on the line of credit was \$500,000. The line of credit has a maturity date of May 12, 2023. Upon drawing on loan, Basin Transit will pay regular monthly payments of all accrued interest. The interest rate on the line of credit is variable at 4.75 percent as of June 30, 2023. No amounts were outstanding on the line of credit as of June 30, 2023 and Basin Transit had not made any withdrawals on the line of credit during the fiscal year.

#### **Note 9 – Self Insurance**

Basin Transit is a member of the California Transit Insurance Pool (CalTIP) Joint Powers Insurance Authority (Authority). The Authority is composed of over 30 California public entities and is organized under a joint powers agreement pursuant to California law. The purpose of the Authority is to arrange and administer programs for the pooling of self-insured losses, to purchase excess insurance or reinsurance, and to arrange for group-purchased insurance for property and other lines of coverage. The Authority began covering the claims of its members in 1987.

Each member pays an annual contribution to cover estimated losses for the coverage period. This initial funding is paid at the beginning of the coverage period. After the close of the coverage period, Basin Transit's outstanding claims are valued. A rate offset computation is then conducted annually thereafter, until all claims incurred during the coverage period are closed on a pool-wide basis. This subsequent cost re-allocation among members, based on actual claim development, can result in adjustments of either refunds or additional deposits required. As of June 30, 2023, the retrospective calculation has not resulted in any additional liabilities for the general liability and physical damage policies. Basin Transit paid premiums to CalTIP of \$315,067 for the fiscal year ended June 30, 2023. Basin Transit has had no settled claims resulting from these risks that exceeded its coverage in any of the past three fiscal years.

The total funding requirement for self-insurance programs is estimated using actuarial models and pre-funded through the annual contribution. Costs are allocated to individual agencies based on exposure (payroll) and experience (claims) relative to other members of the risk-sharing pool. Additional information regarding the cost allocation methodology is provided on the next page.

Basin Transit has self-insurance programs for the following risks:

- Vehicle damage program with limits of \$1,500,000 on any one vehicle and \$20,000,000 on any one occurrence is insured through CalTIP.
- Liability to a maximum of \$1,000,000 per incident is insured through CalTIP, over which coverage is provided to \$10,000,000 per incident by a private carrier through CalTIP.
- Special property insurance program through Alliant Insurance Services which covers all perils up to \$25,000,000 per occurrence.
- Crime insurance program through Alliant Insurance Services with policy limits of \$1,000,000.
- Workers' compensation to a maximum of \$125,000 per incident is covered by PRISM Insurance Authority, over which coverage is provided to \$50,000,000 by the excess workers' compensation program of the PRISM Insurance Authority. The excess workers' compensation program has a specific self-insured retention amount of \$125,000.

## MORONGO BASIN TRANSIT AUTHORITY

### Notes to Financial Statements June 30, 2023

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#### Note 9 – Self Insurance (Continued)

- Professional liability (Errors and Omissions) coverage through Alliant Insurance Services with limits  
\$1,000,000 per claim and policy aggregate.
- Difference in conditions coverage through Alliant Insurance Services with limits of \$4,528,404 per occurrence and annual aggregate.

#### Note 10 – Compensated Absences

The balance of \$137,348 is related to accumulated unpaid personal leave which includes vacation and comp pay accrued at June 30, 2023.

Balance			Amount		
July 1, 2022			Due in		
Additions			Beyond		
Deletions			One year		
June 30, 2023			One year		
\$ 109,127	\$ 82,784	\$ (54,563)	\$ 137,348	\$ 68,674	\$ 68,674

#### Note 11 – Employees’ Retirement Plan

##### *(a) General Information about the Pension Plan*

##### Plan Description

Basin Transit contributes to the California Public Employees Retirement System (CalPERS), a cost-sharing multiple-employer defined benefit plan that acts as a common investment and administrative agent for participating entities within the State of California. The CalPERS Plan consists of a miscellaneous pool and a safety pool (referred to as “risk pools”), which are comprised of individual employer miscellaneous and safety rate plans, respectively. The risk pools are included within the Public Employees’ Retirement Fund C (PERF C). CalPERS provides retirement, disability, and death benefits to plan members and beneficiaries. The benefits for the public agencies are established by contract with CalPERS in accordance with the provisions of the Public Employees Retirement Law. CalPERS issues a public Comprehensive Annual Financial Report that includes financial statements and required supplementary information for CalPERS. CalPERS reports include a full description of the pension plans regarding benefit provisions, assumptions, membership information, and related financial information can be found on the CalPERS website.

##### Benefits Provided

CalPERS provides retirement and disability benefits, annual cost of living adjustments, and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost-of-living adjustments for the plan are applied as specified by The Public Employees’ Retirement Law.



# MORONGO BASIN TRANSIT AUTHORITY

Notes to Financial Statements  
June 30, 2023

## Note 11 – Employees’ Retirement Plan (Continued)

### (a) General Information about the Pension Plan (Continued)

#### Benefits Provided (Continued)

The Plans provisions and benefits in effect at June 30, 2023, are summarized as follows:

	Miscellaneous	
	Classic - Prior to January 1, 2013	PEPRA - On or After January 1, 2013
Hire Date		
Formula	2.0% @60	2.0% @62
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	monthly for life	monthly for life
Retirement age	50-60	50-60
Monthly benefits, as a % of annual salary	2.00%	2.00%
Required employee contribution rate	7.00%	6.75%
Required employer contribution rate	8.65%	7.59%
Plus: annual required lump sum payment	\$ 74,863	\$ 5,047

#### Contributions

Section 20814(c) of the California Public Employees’ Retirement law requires that the employer contribution rates for all public employers are determined on an annual basis by the actuary and shall be effective on July 1 following notice of a change in rate. Funding contributions for the plan are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. Basin Transit is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

Employer contributions to the pension plan for the year ended June 30, 2023 were \$258,256.

### (b) Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions

As of June 30, 2023, Basin Transit’s proportionate share of the collective net pension liability of the Plan is \$1,327,753

Basin Transit’s net pension liability was measured as the proportionate share of the collective net pension liability of the cost-sharing plan. The net pension liability of the Plan was measured as of June 30, 2022 and the total pension liability for the Plan was used to calculate the net pension liability determined by an actuarial valuation as of June 30, 2022 rolled forward to June 30, 2023 using standard actuarial procedures. Basin Transit’s proportion of the net pension liability was based on a projection of Basin Transit’s long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. Basin Transit’s proportion of the Plan as of June 30, 2022, and 2023 were as follows:

# MORONGO BASIN TRANSIT AUTHORITY

## Notes to Financial Statements June 30, 2023

### Note 11 – Employees’ Retirement Plan (Continued)

#### (b) Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)

	Miscellaneous
Proportion - June 30, 2022	0.02095%
Proportion - June 30, 2023	0.02838%
Change - Increase (Decrease)	0.00743%

At June 30, 2023, Basin Transit reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes of Assumptions	\$ 136,056	\$ -
Difference between Expected and Actual Experience	26,664	17,858
Difference between Projected and Actual Investment Earnings	243,209	-
Difference between Employer's Contributions and Proportionate Share Contributions	-	36,647
Change in Employer's Proportion	191,461	
Pension Contributions Made Subsequent to Measurement Date	258,256	
Total	<u>855,646</u>	<u>\$ 54,505</u>

The amount of \$258,256 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ended June 30,	
2024	\$ 173,743
2025	142,597
2026	77,791
2027	148,755
Thereafter	-
	<u>\$ 542,886</u>

#### (c) Actuarial Assumptions

The total pension liability in the June 30, 2020 actuarial valuation was determined using the following actuarial assumptions:

## MORONGO BASIN TRANSIT AUTHORITY

### Notes to Financial Statements June 30, 2023

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#### Note 11 – Employees' Retirement Plan (Continued)

##### (c) Actuarial Assumptions (Continued)

		Miscellaneous
Valuation Date		June 30, 2022
Measurement Date		June 30, 2022
Actuarial Cost Method	Entry-Age Normal Cost Method	
Actuarial Assumptions:		
Discount Rate		6.90%
Inflation		2.30%
Payroll Growth		2.30%
Projected Salary Increase	Varies by Entry Age and Service	
Investment Rate of Return		6.90% *
Mortality	Derived using CalPERS' Membership Data for all funds	

\* Net of pension plan investment, includes inflation.

##### (d) Discount Rate

The discount rate used to measure the total pension liability was 6.90 percent for the Plan. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate and that Basin Transit's contributions will be made at rates equal to the difference between actuarially determined contributions rates and the employee rate. Based on those assumptions, each pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of currently active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

##### (e) Long-Term Expected Rate of Return

In determining the long-term expected 6.90 percent rate of return on pension plan investments, CalPERS took into account both short and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all of the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. This is the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses. The expected real rates of return by asset class are as follows:

# MORONGO BASIN TRANSIT AUTHORITY

## Notes to Financial Statements June 30, 2023

### Note 11 – Employees’ Retirement Plan (Continued)

#### (e) Long-Term Expected Rate of Return (Continued)

Asset Class	Assumed Assets Allocation	Real Return (1,2)
Global Equity - Cap-weighted	30.00%	4.54%
Global Equity - Non-Cap-weighted	12.00%	3.84%
Private Equity	13.00%	7.28%
Treasury	5.00%	0.27%
Mortgage-backed securities	5.00%	0.50%
Investment Grade Corporates	10.00%	1.56%
High Yield	5.00%	2.27%
Emerging Market Debt	5.00%	2.48%
Private Debt	5.00%	3.57%
Real Assets	15.00%	3.21%
Leverage	-5.00%	-0.59%
Total	100.00%	

(1) An expected price inflation of 2.30% was used for this period.

(3) Figures are based on the 2021-2022 Asset Liability Management study.

#### (f) Sensitivity of the Net Pension Liability to Changes in the Discounted Rate

The following presents the net pension liability of Basin Transit for the Plan, calculated using the discount rate, as well as what the Basin Transit’s net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	1% Decrease (5.90%)	Discount Rate (6.90%)	1% Increase (7.90%)
MBTA's proportionate share of net pension liability	\$ 2,206,710	\$ 1,327,753	\$ 604,590

#### (g) Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

#### (h) Subsequent Events

The actuarial valuation report reflects fund investment return through June 30, 2022 and statutory/regulatory changes and board actions through January 2023. During the time period between the valuation date and its publication, inflation has been significantly higher than the expected inflation of 2.3% per annum. Since inflation influences cost-of-living increases for retirees and beneficiaries and active member pay increases, higher inflation is likely to put at least some upward pressure on contribution requirements and downward pressure on the funded status in the June 30, 2023 valuation. The actual impact of higher inflation on future valuation results will depend on, among other factors, how long higher inflation persists. Per the valuation report, the Actuaries believe that the long-term inflation assumption of 2.3% is appropriate.

# MORONGO BASIN TRANSIT AUTHORITY

Notes to Financial Statements  
June 30, 2023

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## Note 12 – Health Reimbursement Arrangement

Basin Transit is a member of the California Public Employees Retirement System (PERS). All employees are enrolled in PERS, and are eligible for approved Health Care Coverage. Employees who work more than 40 hours per pay period may participate in Basin Transit’s insurance programs. Basin Transit maintains a Health Reimbursement Arrangement (HRA) qualifying as a tax-favored benefit under IRS Publication 502. Basin Transit pays up to 100% of the lowest single subscriber health premium offered through PERS. Basin Transit pays 100% of the lowest single+1 subscriber health premium for Managers. In the event the premium is higher than the lowest single subscriber rate, the difference would be deducted from the employee’s paycheck.

For eligible employees who opt out of PERS health, Basin Transit will contribute \$5,000 annually towards a Health Reimbursement Arrangement (HRA) to help with healthcare expenses. This contribution would be available at the beginning of each calendar year. An employee does not pay federal income tax or employment taxes on the amounts contributed by Basin Transit. As of June 30, 2023, HRA reimbursements in the amount of \$50,388 were reported as operating expenses in the Statement of Revenues, Expenses, and Changes in Net Position. The total HRA liability as of June 30, 2023 is \$0.

## Note 13 – Other Post-Employment Benefits

Generally accepted accounting principles require that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used:

Valuation Date	June 30, 2022
Measurement Date	June 30, 2022
Measurement Period	July 1, 2021 to June 30, 2022

*Plan Description:* Basin Transit offers a single employer defined benefit plan (the Plan) which provides post-retirement medical benefits to eligible retirees through the California Public Employees Medical and Hospital Care Act (PEMHCA). PEMHCA provides health insurance through a variety of Health Maintenance Organization (HMO) and Preferred Provider Organization (PPO) options. These benefits are available to employees who reached age 62 and completed at least five years of service. Participation in PEMHCA is financed in part by Basin Transit contributions to PEMHCA through the CalPERS health system, with the balance paid by the employee. Basin Transit’s contribution for most active employees was a maximum of \$600 and \$300 per month for retirees. CalPERS issues a public Comprehensive Annual Financial Report that includes financial statements and required supplementary information for PEMHCA which can be found on the CalPERS website. No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75.

*Benefits Provided:* Basin Transit funds retiree healthcare benefits on a pay-as-you-go basis, paying a maximum of \$600 per month for each retirees’ benefits from Basin Transit funds as they become due with no pre-funding for future years. Basin Transit recognizes expenses for its share of the annual premiums as these benefits become due.

## MORONGO BASIN TRANSIT AUTHORITY

### Notes to Financial Statements June 30, 2023

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#### Note 13 – Other Post-Employment Benefits (Continued)

*Employees Covered by Benefit Terms:* At June 30, 2022, the most recent valuation date, the following current and former employees were covered by the benefit terms under the Plan:

Active plan members	37
Inactive employees or beneficiaries currently receiving benefits	7
Total	<u>44</u>

*Contributions:* The contribution requirements for Basin Transit are established and may be amended by Basin Transit's Board of Directors. The contribution required to be made under labor agreement requirements is based on a pay-as-you-go basis (i.e., as monthly PEMHCA contributions for eligible retiree's costs become due). For the fiscal year 2022-2023, the total contributions made to the plan were \$24,963.

*Total OPEB Liability:* Basin Transit's total OPEB liability of \$1,078,941 was measured as of June 30, 2022 and was determined by an actuarial valuation as of June 30, 2022. A summary of principal assumptions and methods used to determine the net pension liability is shown below.

*Actuarial Assumptions and Other Inputs:* The total OPEB liability in the June 30, 2022 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement:

Actuarial Cost Method	Entry-Age, Level Percent of Pay
Actuarial Assumptions:	
Discount Rate	3.69% (1)
Inflation	2.50%
Salary Increases	3.00%
Mortality	(2)
Healthcare Trend Rate	6.50% for 2022, 6% for 2023, 5.50% for 2024, 5.25% for 2025-2029, 5% for 2030-2039, 4.75% for 2040-2049, 4.50% for 2050-2069, and 4% for 2070 and later years; Medical ages: 4.50% for 2020-2029, and 4% for 2020 and later years.

(1) Based on Fidelity GO AA 20 Years Municipal Index

(2) Pre-retirement Mortality Rates for Public Agency Miscellaneous from 2021 CalPERS Experience Study.  
Post-retirement Mortality Rates for Public Agency Miscellaneous from 2021 CalPERS Experience Study

*Changes in Assumptions:* Based on adjustments to the Fidelity GO AA 20 Years Municipal Index the discount rate was changed to 3.69% from 1.92%.

# MORONGO BASIN TRANSIT AUTHORITY

## Notes to Financial Statements June 30, 2023

### Note 13 – Other Post-Employment Benefits (Continued)

#### *Changes in the Total OPEB Liability:*

	Net OPEB Liability
Balance at June 30, 2022	<u>\$ 2,839,069</u>
Changes in the year:	
Service cost	290,754
Interest	59,829
Difference between expected and actual experience	(683,738)
Changes in assumptions	(1,247,797)
Benefit payments, including implicit subsidy	(27,612)
Plan fiduciary net position	<u>(151,564)</u>
Net changes	<u>(1,760,128)</u>
Balance at June 30, 2023	<u>\$ 1,078,941</u>

*Sensitivity of the Total OPEB Liability to Changes in the Discount Rate:* The following presents the total OPEB liability of Basin Transit, as well as what Basin Transit's total OPEB liability would be if it were calculated using a discount rate that is 1 percentage-point lower (4.50 percent) or 1 percentage-point higher (6.50 percent) than the current discount rate:

	1% Decrease (4.50%)	Discount Rate (5.50%)	1% Increase (6.50%)
Net OPEB Liability	\$ 1,248,615	\$ 1,078,941	\$ 938,429

*Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates:* The following presents the total OPEB liability of Basin Transit, as well as what Basin Transit's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

	1% Decrease (a)	Healthcare Cost Trend Rate	1% Increase (b)
Total OPEB Liability	\$ 922,739	\$ 1,078,941	\$ 1,270,704

(a) Trend rate for each future year reduced by 1.00%

(b) Trend rate for each future year increased by 1.00%

# MORONGO BASIN TRANSIT AUTHORITY

## Notes to Financial Statements June 30, 2023

### Note 13 – Other Post-Employment Benefits (Continued)

*OPEB Expense and Deferred Outflows of Resources Related to OPEB:* For the year ended June 30, 2023, Basin Transit recognized a credit to OPEB expenses of \$7,791. At June 30, 2023, Basin Transit reported deferred outflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$ -	\$ (1,130,947)
Difference between assumptions or other inputs	385,608	(1,066,957)
Difference between projected and actual returns on OPEB investments	18,046	-
OPEB benefits paid subsequent to measurement date as they became due	32,610	-
Total	<u>\$ 436,264</u>	<u>\$ (2,197,904)</u>

\$32,610 reported as deferred outflows of resources related to benefits paid subsequent to the measurement date as they become due will be recognized as a reduction of the total OPEB liability in the year ended June 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows related to OPEB will be recognized in OPEB expense as follows:

<u>Year Ending June 30,</u>	Deferred Outflows of Resources	Deferred Inflows of Resources
2024	\$ 111,914	\$ (466,147)
2025	11,914	(466,147)
2026	96,879	(395,246)
2027	63,391	(338,489)
2028	19,556	(279,932)
Thereafter	19,556	(251,943)
	<u>\$ 323,210</u>	<u>\$ (2,197,904)</u>

### Note 14 – Section 115 Trust

In April 2021, the board of directors approved the Basin Transit's participation in the California Employer' Pension Prefunding Trust Program (CEPPT) and the California Employers' Retiree Benefit Trust Program (CERBT). The California Public Employees' Retirement System's (CalPERS) board of administration has sole and exclusive control and power over the administration and investment of the prefunding plan. Contributions are irrevocable, the assets are held to reduce pension and OPEB contributions in the future, and the assets are protected from Basin Transit's creditors. The purpose of Basin Transit's participation in each program was to address Basin Transit's pension and OPEB obligations by accumulating assets. In accordance with generally accepted accounting principles, the assets in the trust funds are considered assets of Basin Transit. Accordingly, the Section 115 Trust assets are recorded as restricted by Basin Transit rather than assets of the pension or OPEB plans during the measurement of the net pension and total OPEB liabilities. The assets held in trust will be considered assets of the pension or OPEB plan at the time they are transferred out of the trust and into the respective pension or OPEB plan. Basin Transit contributes to



## **MORONGO BASIN TRANSIT AUTHORITY**

Notes to Financial Statements  
June 30, 2023

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### **Note 14 – Section 115 Trust (Continued)**

each plan on a monthly basis. For the year ended June 30, 2023, Basin Transit made contributions in the amount of \$332,360 and \$235,465 to CEPPT and CERBT, respectively. As of June 30, 2023, the fair value of assets held in trust is \$567,825.

### **Note 15 – Subsequent Events**

In preparing the financial statements Basin Transit has evaluated events and transactions for potential recognition or disclosure through December 19, 2023, the date the financial statements were available to be issued. No subsequent events occurred that require recognition or additional disclosure in the Financial Statements.

## **REQUIRED SUPPLEMENTARY INFORMATION**

# MORONGO BASIN TRANSIT AUTHORITY

## Cost Sharing Retirement Plan – Schedule of Proportionate Share of Net Pension Liability Last Ten Years\* For the Year Ended June 30, 2023

	2023	2022	2021	2020	2019	2018	2017	2016	2015
Proportion of the collective net pension liability	0.02838%	0.02095%	0.02488%	0.00906%	0.00848%	0.00841%	0.00802%	0.00841%	0.00915%
Proportionate share of the collective net pension liability	\$ 1,327,753	\$ 397,837	\$ 1,049,355	\$ 928,676	\$ 817,011	\$ 834,456	\$ 694,380	\$ 477,834	\$ 568,496
Covered payroll	\$ 1,607,731	\$ 1,892,163	\$ 1,768,347	\$ 1,660,794	\$ 1,478,115	\$ 1,288,112	\$ 1,189,863	\$ 1,167,401	\$ 1,208,367
Proportionate share of the net pension liability as a percentage of covered payroll	82.59%	21.03%	59.34%	55.92%	55.27%	64.78%	58.36%	40.93%	44.18%
Plan fiduciary net position as a percentage of total pension liability	79.41%	90.49%	77.71%	77.73%	75.26%	73.31%	74.06%	78.40%	79.82%
Measurement date	June 30, 2022	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017	June 30, 2016	June 30, 2015	June 30, 2014

\* Fiscal year 2015 was the first year of implementation.

# MORONGO BASIN TRANSIT AUTHORITY

## Cost Sharing Retirement Plan – Schedule of Pension Contributions Last Ten Years\* For the Year Ended June 30, 2023

	2023	2022	2021	2020	2019	2018	2017	2016	2015
Actuarially determined contributions	\$ 258,256	\$ 220,260	\$ 144,126	\$ 132,946	\$ 110,190	\$ 101,940	\$ 89,367	\$ 97,304	\$ 97,728
Contributions in relation to the actuarially determined contribution	\$ (258,256)	\$ (220,260)	\$ (144,126)	\$ (132,946)	\$ (110,190)	\$ (101,940)	\$ (89,367)	\$ (97,304)	\$ (97,728)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered payroll	\$ 1,607,731	\$ 1,725,338	\$ 1,892,163	\$ 1,768,347	\$ 1,660,794	\$ 1,478,115	\$ 1,288,112	\$ 1,189,863	\$ 1,167,401
Contributions as a percentage of covered payroll	16.06%	12.77%	7.62%	7.52%	6.63%	6.90%	6.94%	8.18%	8.37%

\* Fiscal year 2015 was the first year of implementation.

# MORONGO BASIN TRANSIT AUTHORITY

## Other Post Employment Benefits – Schedule of Changes in Total OPEB Liability and Related Ratios Last Ten Years\*

For the Year Ended June 30, 2023

	2023	2022	2021	2020	2019	2018
Net OPEB Liability						
Service cost	\$ 290,754	\$ 279,570	\$ 228,652	\$ 241,469	\$ 243,107	\$ 307,069
Interest	59,829	63,097	81,370	78,383	88,680	74,734
Difference between actual and expected experience	(683,738)	-	(644,109)	-	(638,083)	-
Changes in assumptions	(1,247,797)	215,090	289,197	161,055	47,476	-
Benefit payments, including refunds of employee contributions	(27,612)	(28,832)	(31,753)	(35,552)	(33,163)	(33,163)
Plan fiduciary net position	(151,564)	-	-	-	-	-
Net change in total OPEB liability	(1,760,128)	528,925	(76,643)	445,355	(291,983)	348,640
Net OPEB liability - beginning	2,839,069	2,310,144	2,386,787	1,941,432	2,233,415	1,884,775
Net OPEB liability - ending	<u>\$ 1,078,941</u>	<u>\$ 2,839,069</u>	<u>\$ 2,310,144</u>	<u>\$ 2,386,787</u>	<u>\$ 1,941,432</u>	<u>\$ 2,233,415</u>
Covered employee payroll	\$ 1,892,163	\$ 1,435,207	\$ 1,753,417	\$ 1,631,908	\$ 1,478,115	\$ 1,288,112
Net OPEB liability as a percentage of covered employee payroll	57%	198%	132%	146%	131%	173%

### **Notes to Schedule:**

Funding Policy: Basin Transit funds the benefits on a pay-as-you-go basis.

\* Fiscal year 2018 was the first year of implementation.

### **Change of Assumptions**

For the measurement date June 30, 2019 the discount rate was changed to 3.13% from 3.62% . For the measurement date June 30, 2020, the discount rate changed to 2.45% . For the measurement date June 30, 2021, the discount rate was changed to 1.92% .

For the measurement date June 30, 2022, the discount rate was changed to 5.50% .

## **BASIN TRANSIT**

TO: Board of Directors  
FROM: Cheri Holsclaw, General Manager  
DATE: January 25, 2024  
  
RE: 2024 Board Calendar

The Board is asked to review the Calendar for 2024 and approve or modify it as needed.

**STAFF RECOMMENDATION: ADOPT BASIN TRANSIT'S 2024 BOARD CALENDAR**

**BASIN TRANSIT BOARD OF DIRECTORS'**  
**SCHEDULE OF REGULAR MEETINGS OF 2024**

<b>January 25, 2024</b>	<b>5:00 PM</b>	<i>4th Thursday</i>	BASIN TRANSIT 62405 VERBENA ROAD JOSHUA TREE, CA 92252
<b>March 28, 2024</b>	<b>5:00 PM</b>	<i>4th Thursday</i>	BASIN TRANSIT 62405 VERBENA ROAD JOSHUA TREE, CA 92252
<b>May 23, 2024</b>	<b>5:00 PM</b>	<i>4th Thursday</i>	BASIN TRANSIT 62405 VERBENA ROAD JOSHUA TREE, CA 92252
<b>July 25, 2024</b>	<b>5:00 PM</b>	<i>4th Thursday</i>	BASIN TRANSIT 62405 VERBENA ROAD JOSHUA TREE, CA 92252
<b>September 26, 2024</b>	<b>5:00 PM</b>	<i>4th Thursday</i>	BASIN TRANSIT 62405 VERBENA ROAD JOSHUA TREE, CA 92252
<b>November 21, 2024</b>	<b>5:00 PM</b>	<i>3rd Thursday *</i>	BASIN TRANSIT 62405 VERBENA ROAD JOSHUA TREE, CA 92252

*\* The 4th Thursday in November is Thanksgiving; therefore each November meeting will be held on the 3rd Thursday.*

## **BASIN TRANSIT**

TO: Board of Directors  
FROM: Cheri Holsclaw, General Manager  
DATE: January 25, 2024  
RE: Election of Board Officers for Calendar Year 2024

Nominations and elections are to be conducted for the offices of Chair and Vice-Chair for Calendar Year 2024.

The secretary's position may be a Board Member, or the Board may re-appoint the General Manager to continue to be the Board Secretary and the Office Manager as Assistant Board Secretary.

Although not a bylaw requirement, the Chair and Vice-Chair positions have historically alternated between the elected representatives from Twentynine Palms and Yucca Valley. In 2023, the position of Chair was held by a member from Twentynine Palms. If Basin Transit were to follow past precedent, an elected official from Yucca Valley would be the Chair and a representative from Twentynine Palms, Vice-Chair for the 2024 calendar year.

**STAFF RECOMMENDATION: ELECT CHAIR, VICE-CHAIR AND SECRETARY WITH TERMS TO EXPIRE JANUARY 2025**



## **BASIN TRANSIT**

TO: Board of Directors  
FROM: Cheri Holsclaw, General Manager  
DATE: January 25, 2024  
RE: Election of Member "At-Large" for Calendar Year 2024 and 2025

According to the Basin Transit Bylaws, the term of office for the Board Member "At-Large" is two years. As such, the Board must appoint a Member-At-Large for Calendar Years 2024 and 2025. The Board Member "At-Large" is appointed by the other six (6) standing Board Members; employees of the Authority are not eligible for this appointment.

Basin Transit advertised the Member "At-Large" position in the local newspapers during the month of December and received one (1) response indicating interest. The letter of interest from Ben Sasnett follows the staff report. Ben Sasnett has served as Member "At-Large" since 2007 and sits on the TREP committee.

**STAFF RECOMMENDATION: ELECT BASIN TRANSIT MEMBER "AT-LARGE" FOR TWO-YEAR TERM**

**William B. Sasnett, Jr.**  
7460 Del Monte Avenue  
Yucca Valley, California 92284-8000  
Telephone: (760) 362-3411  
[wbsasnett@verizon.net](mailto:wbsasnett@verizon.net)

January 4, 2024

Chairman and  
Board of Directors  
Basin Transit  
62405 Verbena Road  
Joshua Tree, California 92252

Re: Letter of Interest for Reappointment  
as Board Member at Large

Dear Mr. Chairman and Members of the Board of Directors:

Please consider me for reappointment to the Basin Transit Board of Directors as the Board Member at Large.

I am a retired San Bernardino County employee, now working part time with the San Bernardino County conflict panel, which provides legal services to indigent criminal defendants when the Public Defenders Office has a conflict. I also do occasional special appearances for non-local attorneys at the Joshua Tree Courthouse

I have been a resident of Yucca Valley since 1983, and have often been involved in educational, cultural, and other activities in the Morongo Basin.

I bring multiple years of experience with this Board, initially as the Alternate to the Board Member at Large, and currently as the Board Member at Large. I offer continuity, seniority, and a committed interest in our community, including effective public transportation.

I look forward to meeting with you to further discuss my background, qualifications, and suitability for reappointment, and to answer any questions you may have.

Thank you for the consideration you are giving my application.

Respectfully,

A handwritten signature in blue ink that reads "William B. Sasnett, Jr." The signature is written in a cursive, flowing style.

William B. Sasnett, Jr.

## **BASIN TRANSIT**

TO: Board of Directors  
FROM: Cheri Holsclaw, General Manager  
DATE: January 25, 2024  
RE: Basin Transit Sub-Committee Assignments

Staff requests that Board Members discuss and assign or reassign members.  
Basin Transit has the following standing subcommittees:

***Technical Advisory/Budgets***

City/Town Managers, Danielle Harrington

***Facilities & Real Estate Advisory (Ad Hoc)***

Merl Abel, McArthur Wright

***Marketing***

Jeff Drozd, *Vacant*

***Personnel***

Chair, City/Town Managers

***Taxicab***

Ben Sasnett, Dan Mintz

***Transportation Assistance Grant (TAG) Program***

McArthur Wright, *Vacant*

***Management Oversight Committee***

Chair, Vice-Chair

**STAFF RECOMMENDATION: DISCUSS AND ASSIGN BOARD MEMBERS AS APPROPRIATE**

## **BASIN TRANSIT**

TO: Board of Directors  
FROM: Cheri Holsclaw, General Manager  
DATE: January 25, 2024  
RE: Auto-Pay for Bill Payments

Staff requests authorization to set up auto-pay for bill payments. There are several compelling reasons for Basin Transit to use auto-pay for paying bills:

**Efficiency and Time Savings:** Auto-pay eliminates the need for manual processing of payments, saving valuable time for employees. This allows staff to focus on more strategic and value-added tasks rather than routine administrative work.

**Reduced Human Error:** Automation significantly reduces the chances of human error associated with manual payment processing. Mistakes such as late payments, incorrect amounts, or missed invoices are minimized, contributing to better financial management.

**Cost Savings:** In addition to saving the cost of manual checks, stamps, and staff time, Auto-pay ensures that payments are made on time, even during staff vacations, helping Basin Transit avoid late fees and penalties.

**Enhanced Security:** Auto-pay systems often come with robust security features, reducing the risk of fraudulent activities or unauthorized access. Integrating auto-pay systems with robust security features can contribute significantly to enhancing the ease of our internal controls process.

**Flexibility and Control:** While auto-pay automates the process, Basin Transit can retain control over our payment schedule. We can set specific parameters, modify payment amounts, or cancel auto payments, if needed.

**STAFF RECOMMENDATION: APPROVE USE OF AUTO-PAY FOR PAYING BILLS**

## **BASIN TRANSIT**

TO: Board of Directors  
FROM: Cheri Holsclaw, General Manager  
DATE: January 25, 2024  
RE: Revisions to Employee Handbook

Recent updates to the Employee Handbook were made collaboratively by staff and legal counsel to ensure that our procedures align with the latest laws and regulations.

- Page 5: Employers are required to include a link to the Civil Rights Department (CRD) training page (2 CCR sec. 11023(b)(11)).
- Page 10: New language reflects the upcoming implementation of the electronic timekeeping system, instead of the soon-to-be obsolete timecards.
- Page 48: Notice of Sickness increased to two (2) hours to provide enough time for dispatchers to cover the route, and added a 4:00pm call-in deadline for those that anticipate being unable to work on the next scheduled day or are calling in sick in excess of one (1) day.
- Page 49: California SB 848 added leave for reproductive loss effective January 1, 2024 for employers with 5 or more employees.

**STAFF RECOMMENDATION: APPROVE 2024 EMPLOYEE HANDBOOK REVISIONS**

## CHAPTER 1

### INTRODUCTORY POLICIES

#### A. INTRODUCTORY STATEMENT

Welcome! As an employee of the Basin Transit, you are an important member of a team effort. We hope that you will find your position with Basin Transit rewarding, challenging, and productive.

Because our success depends upon the dedication of our employees, we are highly selective in choosing new members of our team. We look to you and the other employees to contribute to the success of Basin Transit.

This employee handbook (Handbook) is intended to explain the terms and conditions of employment for all employees. Written employment contracts between Basin Transit and certain individuals may supersede some of the provisions of this Handbook.

Your supervisor or manager will be happy to answer any questions you may have.

#### B. STATEMENT OF AT-WILL EMPLOYMENT STATUS

Basin Transit personnel are employed on an AT-WILL basis. Employment at-will may be terminated with or without cause and with or without advance notice at any time by the employee or Basin Transit. Nothing in this Handbook shall limit the right to terminate at-will employment. No one other than Basin Transit Board of Directors is authorized to enter into an agreement contrary to this at-will policy. Any such agreement made by the Board of Directors and the employee must be in writing and signed by the Board of Directors and the employee as part of a fully integrated individual employment agreement that specifically references an express intention to modify the at-will employment policy of Basin Transit.

#### C. INTEGRATION CLAUSE AND THE RIGHT TO REVISE

This Handbook expresses guidelines regarding the employment policies and practices of Basin Transit in effect at the time of publication. All previously issued handbooks and any inconsistent policy statements or memoranda are superseded.

Basin Transit reserves the right to revise, modify, delete or add to any and all policies, procedures, work rules or benefits stated in this Handbook or in any other document at any time, except for the policy of at-will employment. However, any such changes must be in writing and must be signed by the General Manager of Basin Transit. Basin Transit reserves full discretion to exercise all managerial rights in the operation of its business.

Any written changes to this Handbook will be distributed to all employees so that employees will be aware of the new policies or procedures and all employees will be required to sign a statement acknowledging receipt of any Handbook revisions. No oral statements or representations can in any way change or alter the provisions of this Handbook. Nothing in this employee Handbook, or any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

If any section, subsection, sentence, clause, phrase or portion of this Handbook is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Handbook. Basin Transit hereby declares that it would have adopted this Handbook and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions may be declared invalid or unconstitutional.

#### **D. DEFINITIONS OF TERMS**

All words and terms used in this Handbook shall be defined as they are normally and generally understood in the field of personnel administration. For the purpose of convenience, the following words and terms most commonly used are defined as follows:

- 1) *Controlled Substance*: Any substance which could potentially impair the employee's ability to effectively and safely perform the functions of their duties, including, but not limited to: alcohol, coca leaves, cocaine, marijuana, opium and opiates, amphetamines, methamphetamine, lysergic acid (L.S.D.), etc.
- 2) *Days*: Calendar days unless otherwise stated.
- 3) *Demotion*: The voluntary or involuntary transfer of an employee from one position to another position with a lower salary grade.
- 4) *Disciplinary Action*: The discharge, demotion, reduction of pay, suspension, placing on probation, or the issuance of a written reprimand or formal warning or any other action for punitive, corrective or disciplinary reasons.
- 5) *Employee*: An elected, appointed or hired person occupying a position in Basin Transit employment. This excludes independent and outside contractors, commissioners, members of advisory boards, and volunteers.
- 6) *Fair Labor Standards Act (FLSA)*: The Federal Law which guarantees employees certain minimum wages and time and one-half overtime standards.

- 7) *General Manager*: The General Manager serves at the pleasure of the Board of Directors. The General Manager has the overall responsibility for recommending policy to the Board, and upon Board authorization of such policies, shall effectively implement those policies in addition to all other policies of Basin Transit. In addition, the General Manager oversees all areas of operation for the agency and is primarily responsible for training and supervising all management personnel.
- 8) *General Non-Exempt Employee*: An employee who is not exempt from the pay and overtime provisions of FLSA.
- 9) *Introductory Period*: An employee's initial six (6) month period of employment with Basin Transit is considered an integral part of the examination process during which an employee is required to demonstrate fitness for the position to which the employee is appointed by actual performance of the duties of the position. The Introductory Period does not change the AT-WILL status of any employee.
- 10) *Leave of Absence Without Pay*: A period of time during which an employee may take time off without receiving compensation or benefits, unless otherwise stated in this Handbook.
- 11) *Misconduct*: Any act or unsatisfactory conduct or job performance which may be subject to disciplinary action.
- 12) *New Hire*: An employee who is serving an introductory period for the position and/or class in which the employee is currently employed. As with all Basin Transit employees, a New Hire is still an AT-WILL employee and may be terminated at any time.
- 13) *Overtime*: The time which a non-exempt employee is required or permitted to work beyond the number of hours prescribed for an employee in that position in excess of forty (40) hours in one work week. Overtime compensation shall be authorized as provided in Chapter 2, Section E.
- 14) *Pay Period Workweek*: A regularly reoccurring period of seven (7) consecutive twenty-four (24) hour days beginning at 12:01 a.m. on Wednesday and concluding at 12:00 (Midnight) the following Wednesday morning. This shall not be construed to constitute a guarantee of hours of work per day or per workweek or of days of work per workweek. Basin Transit may change the starting or stopping times of the Workweek with notice to employees.
- 15) *Position*: A specific job assignment within a specific work group.



- 16) *Promotion*: The advancement of an employee from one position to another position having a higher salary range.
- 17) *Punctuality and Attendance*: See Chapter 3, Sections D and E.
- 18) *Reductions in Force*: A layoff in Basin Transit work force due to lack of work, lack of funds, position reclassification, or other non-disciplinary factors.
- 19) *Resignation*: The voluntary separation by an employee from Basin Transit employment, or abandonment of the job by an employee.
- 20) *Salaried Employee*: An employee who is generally exempt from overtime pay and FLSA requirements who receives a regular salary for any week in which work is performed, except as otherwise provided in Chapter 2, Section L.
- 21) *Supervisor*: An employee with the responsibility of evaluating and/or directing other employees and for organizing and assigning their work.
- 22) *Termination*: The separation of an employee from Basin Transit service because of retirement, resignation, permanent disability, death or termination.
- 23) *Temporary Employees*: Temporary employees are those employed for short-term assignments. Short-term assignments will generally be periods of less than three (3) months, however, such assignments may be extended.
- 24) *Transfer*: The change of an employee from one department, division, position or employment duty to another department, division, position or employment duty without changing the employee's salary grade.
- 25) *Weapons*: Firearms of any type; knives with folding blades in excess of 3-1/2 inches; sheath knives; any knives prohibited by State Law; personal defense chemical weapons, including: (a) mace (tear gas) or (b) oleoresin capsicum (pepper spray); any martial arts weapons; electric stun guns (tasers); clubs, bats, other impact weapons, or other objects used in a dangerous or threatening manner.

## **E. EQUAL EMPLOYMENT OPPORTUNITY**

Basin Transit is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available person in every job. Basin Transit policy prohibits discrimination against qualified applicants or employees with respect to

any terms or conditions of employment based on gender, pregnancy, childbirth or related medical conditions, race, religion, creed, color, national origin, ancestry, physical or mental disability, veteran status, other medical condition including genetic predisposition, marital status, age, sexual orientation, reproductive health decision-making, or any other basis protected by federal, state, or local law or ordinance or regulation. It also prohibits discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. All such discrimination is unlawful and prohibited in all operations of Basin Transit.

Basin Transit is committed to complying with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of Basin Transit and prohibits discrimination by any employee of Basin Transit, including supervisors and co-workers. **As part of its commitment to a workplace that is free of unlawful discrimination and harassment, the Company requires all employees to participate in anti-harassment training and employees may access additional training information by visiting: <https://calcivilrights.ca.gov/shpt/>.**

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, Basin Transit will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result to Basin Transit.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a Basin Transit representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. The requested accommodations will be evaluated on a case-by-case basis. Basin Transit will engage in a good-faith interactive process to identify the barriers that make it difficult for the applicant or employee to have an equal opportunity to perform his or her essential job functions. Basin Transit will identify possible accommodations, if any, that will help eliminate the limitations. If an accommodation is reasonable and will not impose an undue hardship on Basin Transit, Basin Transit will make the accommodation.

If you believe you have been subjected to any form of unlawful discrimination report such conduct immediately to your supervisor or the individual with day-to-day personnel responsibilities. Your complaint should be specific, and you should provide the supervisor or individual with day-to-day personnel responsibilities with the names of the individual(s) involved and any witnesses to such conduct. Basin Transit will immediately undertake a thorough and objective investigation and attempt to resolve the situation.

If Basin Transit determines that prohibited discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action will also be taken to deter any future discrimination. You will be notified when and if action is taken. Basin Transit will not retaliate against you for filing a complaint and will not knowingly permit retaliation by management, employees or your co-workers for such complaint. However, knowingly filing a false discrimination claim is cause for discipline, up to and including termination.

## F. PROHIBITED HARASSMENT

Basin Transit is committed to providing a work environment free of all harassment. Basin Transit policy prohibits sexual harassment and harassment based on pregnancy, childbirth or related medical conditions, race, religion, creed, color, national origin, sex, gender, ancestry, physical or mental disability, veteran status, other medical condition, including genetic predisposition, marital status, age, sexual orientation, reproductive health decision-making, or any other basis protected by federal, state, or local law or ordinance or regulation. *All such harassment is unlawful.* Basin Transit's anti-harassment policy applies to all persons involved in the operation of Basin Transit and prohibits harassment by any employee of Basin Transit, including supervisors and co-workers, as well as by non-employees with whom Basin Transit employees deal during work. It also prohibits harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

Prohibited harassment includes, but is not limited to, the following unwanted behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs, unwanted sexual advances, invitations or comments, or suggestive or insulting sounds;
- Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, leering or obscene gestures;
- Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with a person's normal work movements because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, or offers of employment benefits in return for sexual favors; or
- Retaliation for having reported or threatened to report harassment.

If you believe that you have been harassed, or if you have observed or been informed of harassing conduct toward anyone else that may violate this policy, report such conduct immediately to your supervisor or the individual with day-to-day personnel responsibilities. Your complaint should be specific, and you should provide the supervisor or individual with day-to-day personnel responsibilities with the names of the individual(s) involved and any witnesses to such conduct. Supervisors will refer all harassment complaints to the General Manager or the Board of Directors of Basin Transit. Basin Transit will immediately undertake a thorough and objective investigation of the harassment allegations.

If Basin Transit determines that prohibited harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee

determined by Basin Transit to be responsible for prohibited harassment will be subject to disciplinary action, up to and including termination. The complaining employee will be notified when and if action is taken against the harasser. Basin Transit will not retaliate against you for filing a complaint, or participating in an investigation, and will not tolerate or permit retaliation by management, employees or co-workers for such complaint or participation. All reports of harassment will be kept confidential to the greatest extent possible, but some disclosure will be necessary to conduct a proper investigation.

Basin Transit encourages all employees to report any incidents of harassment forbidden by this policy *immediately* so that complaints can be quickly and fairly resolved. You should also be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency. The nearest offices for these agencies are located at:

Equal Employment Opportunity  
Commission  
255 E. Temple, 4th Floor  
Los Angeles, CA 90012  
Phone: 213-894-1000  
Toll Free: 1-800-669-4000  
TTY: 213-894-1121

California Department of Fair Employment &  
Housing  
1055 West 7 Street, Suite 1400  
Los Angeles, CA 90017  
Phone: 213-439-6799  
Toll Free: 1-800-884-1684  
TTY: 1-800-700-2320

## CHAPTER 2

### EMPLOYMENT POLICIES AND PRACTICES

#### A. NEW HIRES

The first six months of continuous employment is considered an Introductory Period. During this time, you will learn your responsibilities, get acquainted with fellow employees and determine whether you are happy with your job. During this time, your supervisor will closely monitor your performance. Employment is not guaranteed for the entire six months of the introductory period.

Upon completion of the Introductory Period, Basin Transit will review your performance. If Basin Transit finds your performance satisfactory and decides to continue your employment, it will advise you of any improvements expected from you. At this time, you may express suggestions to improve Basin Transit's efficiency and operations.

Satisfactory completion of the Introductory Period does not alter the AT-WILL nature of the employment relationship with Basin Transit, and does not entitle you to remain employed by Basin Transit for any definite period of time, but rather allows both you and Basin Transit to evaluate whether or not you are right for the position. After completion of the Introductory Period, eligible employees will qualify to receive many of the benefits described in this Handbook.

#### B. TEMPORARY TRANSFERS

Employees who request a temporary transfer for medical and/or family medical reasons will be considered for that transfer if a position exists at the time of the request and if the employee is qualified to perform the job. The employee will be paid in accordance with the responsibilities and duties of the temporary job.

#### C. JOB DUTIES

During the Introductory Period, your supervisor will explain your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time you may be asked to work on special projects or to assist with other work necessary or important to the operation of Basin Transit. Your cooperation and assistance in performing such additional work is expected.

Basin Transit reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

Basin Transit employees may be required to attend safety and training meetings as determined by their manager.

#### **D. WORK SCHEDULES**

Basin Transit has a wide range of operating hours, Monday through Saturday, with limited operations on Sundays. Business hours may change as needs of Basin Transit dictate. Although regular employees will be assigned distinct work schedules, they will probably change from time to time.

Nothing contained in this Handbook shall be construed to constitute a guarantee of minimum hours of work per day or per workweek or of days of work per workweek. When economic conditions dictate, management may direct a reduction of hours, a furlough, or a Reduction in Force.

Exchanging work schedules with other employees is discouraged. However, if it is necessary to request to exchange schedules, notify your supervisor, who may authorize an exchange if possible. Work schedule exchanges will not be approved for mere convenience or if the exchange will result in disruption of or interference with normal operations or will result in excessive overtime.

#### **E. OVERTIME**

Employees may be required to work overtime as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime. Basin Transit will attempt to distribute overtime evenly and accommodate individual schedules. No overtime shall be worked without the express prior approval from a supervisor or manager. The following information is used for the purpose of calculating overtime for employees working standard workweeks:

- A workday begins at 12:01 a.m. and ends at midnight 24 hours later. Workweeks for payroll purposes begin each Wednesday at 12:01 a.m.;
- Compensation for hours in excess of 40 for the workweek shall be paid at a rate of one and one-half times the employee's regular rate of pay; and
- For nonexempt, full-time, salaried employees, compensation for overtime shall be computed by using the employee's regular hourly salary as one-fortieth (1/40) of the employee's weekly salary. Exempt salaried employees may be required to work hours beyond their usual schedules as work demands required, but no overtime compensation will be paid to such employees unless otherwise required by applicable law.

As permitted by law, Basin Transit may offer a group of employees an alternative workweek schedule.

## **F. MEAL AND REST PERIODS**

Meals and rest periods will be observed in compliance with the Industrial Welfare Commission Order No. 9, a copy of which is available in the employee lounge at Basin Transit Joshua Tree Operations Center. You are expected to observe your assigned working hours and the time allowed for meal and rest periods.

## **G. TIMEKEEPING REQUIREMENTS**

Basin Transit pays its non-exempt employees for all hours worked. In order to assure accurate payment of wages, all non-exempt employees are required to record all working time and meal periods using Basin Transit's timekeeping system.

The following rules apply to recording working time:

- Employees must accurately record the time they begin and end work, as well as the beginning and end time of each applicable meal period, [and any departures from work for any non-work-related reasons].
- Employees must accurately record all hours they spend on the job performing work duties. Under no circumstances are employees permitted or required to work off the clock (i.e., without recording the time worked). This means that employees may not work before recording the start of their shift, during a recorded meal period, or after recording the end of their shift. If employees are ever asked to work off-the-clock or feel compelled to do so, they must immediately notify their supervisor or the Office Manager so that appropriate action may be taken. No employee will be retaliated against for raising a concern regarding off-the-clock work or similar timekeeping issues.
- Falsifying any time records or recording time for another employee is not permitted.
- Violations of these timekeeping requirements will result in disciplinary action, up to and including termination.

Salaried employees may also be required to record their time on either a timecard or a timesheet.

In the event you fail to submit a leave request form by the close of business on Tuesday preceding the payroll Friday, the leave request will be processed and, if approved, included in the next regular paycheck.

## **H. PAYMENT OF WAGES**

All employees of Basin Transit are paid every other Friday for work performed during the previous two-week pay period. The pay period ends at Tuesday midnight preceding the payroll Friday and includes the prior two weeks of hours worked. If a payday falls on a holiday, you will be paid on the preceding workday. Paychecks are normally available by 3:00 p.m. on payday at Basin Transit office. If there is an error on your paycheck, please report it immediately to your supervisor.

In the event there is a shortage in pay on a regular paycheck due to a data entry error, such shortage may be made up in accordance with the following procedure (tax is the same as the rate on file):

- A shortage of less than twenty-five dollars (\$25) will be included in the next regular paycheck.
- Shortages of twenty-five dollars (\$25) or more will require the issuance of a special check no later than the next scheduled Payroll workday.

Basin Transit does not permit advances against paychecks or against unaccrued vacation.

## **I. AUTOMATIC DEPOSIT**

Basin Transit offers automatic payroll deposit for employees. You may begin and stop automatic payroll deposit at any time. To begin automatic payroll deposit, you must complete a form (available from the Office Manager) and return it to the Office Manager at least 10 days before the pay period for which you would like the service to begin. You should carefully monitor your payroll deposit statements for accuracy the first two pay periods after the service begins.

To stop automatic payroll deposit, submit written notification to the Office Manager at least 10 days before the pay period for which you would like the service to end. You will receive a regular payroll check on the first pay period after the receipt of the form, provided it is received no later than 10 days before the end of the pay period.

## **J. CALL-IN PAY**

Basin Transit will pay a minimum of two hours of pay to employees who are required to report to work on a day other than their normally scheduled workday, or who were required to return to work after completing their workday, whether or not the employee actually worked during the full two-hour period.



## **K. REPORTING TO WORK PAY**

Basin Transit will pay employees for half of the regularly scheduled workday if employees report to work as scheduled but no work is available. Reporting time hours will not be considered hours worked for purposes of determining overtime unless work is actually performed during those hours.

Basin Transit will not pay employees for reporting under the following circumstances:

- Interruption of work because of the failure of any or all public utilities; or
- Interruption of work because of natural causes or other circumstances beyond Basin Transit's power to control.

## **L. SALARIED EMPLOYEE PAY REDUCTIONS**

Salaried employees will receive their full salary for any week in which they perform any work. For purposes of this salary pay policy, a week is Wednesday 12:01 a.m. and concluding at 12:00 a.m. (midnight) the following Wednesday morning. An employee will receive his or her full salary for any week in which an employee does any work, subject to the following rules:

- Deductions from pay are permissible: when a salaried, exempt employee is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness; to offset amounts employees receive as jury or witness fees, or for military pay; or for unpaid disciplinary suspensions of one or more full days imposed in good faith.
- Basin Transit is not required to pay the full salary in the initial or terminal week of employment of salaried, exempt employees.
- In any of the above circumstances, either partial day or full day deductions may be made.

This salary pay policy is intended to comply with the salary pay requirements of the FLSA and shall be construed in accordance with the FLSA. Employees are encouraged to direct any questions concerning their salary pay to the General Manager so that any inadvertent error can be corrected. Basin Transit does not allow deductions that violate the FLSA.

## **M. PERSONNEL RECORDS**

You have a right to inspect documents in your personnel file, as provided by law, in the presence of a Basin Transit representative at a mutually convenient time during normal

business hours. You also have the right to request copies of all employment-related documents that you have signed. Personnel files are the property of Basin Transit and may not be removed from Basin Transit without prior written authorization from the General Manager.

The information contained in an employee's personnel file is permanent and confidential and must be current and up-to-date. Employees must inform Basin Transit immediately whenever there are changes in personal data such as address, telephone number, marital status, number of dependents, and person(s) to notify in case of an emergency.

Basin Transit will exert reasonable efforts to restrict disclosure of your personnel file to authorized individuals within Basin Transit. Any request or subpoena for information from personnel files must be directed to the General Manager. Only the General Manager is authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited in accordance with law. However, Basin Transit will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations, properly issued subpoenas, or court orders. Personnel records shall be destroyed in accordance with Basin Transit's system for destruction of records, or in accordance with other applicable laws.

## **N. EMPLOYEE REFERENCES**

All requests for references must be directed to the General Manager. No other manager, supervisor or employee is authorized to provide references for current or former employees. Basin Transit's policy as to references for employees who are no longer employed by Basin Transit is to disclose only the dates of employment and the title of the last position held. If you authorize disclosure in writing, Basin Transit will also inform the prospective employers of the amount of salary or wage you earned.

## **O. PERFORMANCE EVALUATIONS**

Each employee will receive periodic performance evaluations conducted by his or her supervisor. Your first performance evaluation will take place after completion of your Introductory Period. Generally, subsequent performance evaluations may be conducted on an approximately annual basis, on or about the anniversary date of your employee employment with Basin Transit. The frequency of performance evaluations may vary depending upon the length of service, job position, past performance, changes in job duties, or recurring performance problems.

Performance evaluations may review factors such as the quality of and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are not required at any time, are solely

within the discretion of Basin Transit, and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its contents. You may submit a written response to your evaluation within ten (10) days after you receive a copy, and it will be attached to your evaluation.

## **P. OPEN-DOOR POLICY**

Suggestions for improving Basin Transit are always welcome. At some time, you may have a complaint, suggestion or question about your job, your working conditions or the treatment you are receiving. Your good-faith complaints, questions and suggestions are of concern to Basin Transit, and we suggest that you bring them to the attention of your supervisor and /or the General Manager, who will then make every effort to address them as appropriate.

## **Q. EMPLOYMENT OF RELATIVES**

Basin Transit may refuse to hire relatives of present employees if it is found by the General Manager that doing so would result in actual or potential problems in supervision, security, safety, or morale, or if doing so could create potential conflicts of interest. For the purposes of this section, the term “relative” includes a spouse, child, sibling, parent, grandparent, in-law, registered domestic partner or step-relative. An actual or potential problematic relationship or conflict of interest between employees may include, but not be limited to, the following circumstances:

- One employee would have a supervisor-subordinate relationship with a relative.
- Two relatives would be under the jurisdiction of the same immediate supervisor.
- One employee would have access to confidential or financial information concerning their relative.
- One employee would have the power or authority to make recommendations or decisions about their relative which could or would have a financial or other impact upon the employee’s relative.
- One employee would have the authority to discipline a relative.

Employees who marry or become related will be permitted to continue employment only if they do not work in a direct supervisory relationship with one another, or otherwise pose difficulties for supervision, security, safety, or morale. If two employees marry or become related, causing actual or potential problems such as those described in the previous paragraph, only one of the employees will be retained with Basin Transit, unless reasonable accommodations can be made to eliminate the actual or potential problems.

The employees will have 30 days to decide which relative will stay with Basin Transit. If this decision is not made within the time allowed, if this decision is not made within the time allowed, Basin Transit will terminate the employment of both employees.

## **R. CONFLICTS OF INTEREST**

Employees are not allowed to have any personal, business, or financial interest outside Basin Transit which in any way conflicts with or appears to conflict with the interests of Basin Transit or places the employee in a position in which the employee can use his or her association with Basin Transit for direct or indirect gain to the possible detriment to or embarrassment of Basin Transit. A conflict of interest may arise in a variety of circumstances and may be direct or indirect. A conflict of interest arises whenever an employee's outside interests might affect or might reasonably be thought by others to affect an employee's judgment or conduct in matters which involve Basin Transit. Employees are to avoid personal or organizational conflicts of interest whether real or potential.

No employee may accept a gift or gratuity from any vendor, supplier or other person doing business with Basin Transit because doing so may give the appearance of influencing business decision, transactions, or service. Basin Transit employees are prohibited from receiving a gift or gratuity that would influence the quality of service rendered to the customer. Please discuss with the General Manager expenses paid by such persons for business meals or trips in advance. Disciplinary action up to and including termination may apply to the employee for violation of this policy.

Personal or romantic involvement with a competitor, supplier or subordinate employee of Basin Transit, which impairs an employee's ability to exercise good judgment on behalf of Basin Transit, creates an actual or potential conflict of interest. supervisor-subordinate romantic or personal relationships also can lead to supervisory problems, possible claims of sexual harassment and morale problems.

An employee involved in any of the types of relationships or situations described in this section should immediately and fully disclose the relevant circumstances to the General Manager, for a determination as to whether a potential or actual conflict exists. If an actual or potential conflict is found, Basin Transit may take whatever corrective action appears appropriate according to the circumstances. Each case will be evaluated on an individual basis. Failure to disclose relevant facts shall constitute grounds for disciplinary action, up to and including termination.

## **S. REDUCTIONS IN FORCE**

Under some circumstances, Basin Transit may need to reduce its workforce due to lack of work, lack of funds, or restructuring. If it becomes necessary to restructure our operations or reduce the number of employees, Basin Transit will attempt to provide advance notice, if possible, so as to minimize the impact on those affected. If possible,

employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

In determining which employees will be subject to layoff, Basin Transit may take into account, among other things, operational requirements, the skill, productivity, ability and past performance of those involved and also, where feasible, the employee's length of service. However, Basin Transit retains the sole and absolute discretion to determine which employees are subject to layoff.

#### **T. DISCIPLINE AND INVOLUNTARY TERMINATIONS.**

Violation of Basin Transit policies and rules may warrant disciplinary action. The disciplinary system is not formal and Basin Transit may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, without going through progressive discipline, up to, and including, termination of employment. Forms of discipline may include, without limitation, verbal counseling, written counseling or reprimands, suspension from duty, transfer, or termination. Basin Transit reserves the right to place any employee on paid administrative leave with full benefits while investigating any potential violation of these rules. Paid administrative leave is not disciplinary in nature. Basin Transit's policy of discipline in no way limits or alters the AT-WILL employment relationship. All Basin Transit-owned property (vehicles, keys, uniforms, identification badges, other Basin Transit-issued equipment, etc.) must be returned immediately upon termination of employment.

#### **U. VOLUNTARY TERMINATION**

Voluntary termination results when an employee voluntarily resigns his or her employment or fails to report to work for three consecutive scheduled workdays without notice to, or approval by, his or her supervisor. All Basin Transit-owned property (vehicles, keys, uniforms, identification badges, other Basin Transit-issued equipment, etc.) must be returned immediately upon termination of employment.

## CHAPTER 3 STANDARDS OF CONDUCT

### A. PROHIBITED CONDUCT

The following conduct is prohibited and will not be tolerated by Basin Transit. This list is not intended to be exclusive and is illustrative only; other types of conduct injurious to security, personal safety, employee welfare, and Basin Transit's operations are prohibited as well. Any one of these violations may result in discipline up to and including termination.

- Falsification of employment records, employment information or other Basin Transit records.
- General inefficiency or incompetence.
- Dishonesty
- Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time record, either your own or another employee's, or adding time to your work day by failing to proceed immediately to Basin Transit yard after your last passenger is dropped off.
- Theft of any Basin Transit property or the property of any employee or customer.
- Deliberate or careless destruction, damage or defacing of any Basin Transit property or the property of any employee or customer.
- Removing or borrowing Basin Transit property without prior authorization.
- Unauthorized use of Basin Transit equipment, time, materials, or facilities.
- Consumption of, possession of, selling or providing Controlled Substances during working time, or at a time or in a manner affecting work performance.
- Provoking a fight or fighting during working hours or on Basin Transit property, including vehicles.
- Participating in horseplay or practical jokes on Basin Transit time or on Basin Transit premises or vehicles.
- Carrying Weapons or other unauthorized dangerous objects on Basin Transit premises or vehicles at any time.
- Engaging in criminal conduct, whether or not related to job performance.

- Causing, creating or participating in a disruption of any kind during working hours on Basin Transit property, including vehicles.
- Insubordination, including but not limited to failure or refusal to obey the reasonable orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management.
- Using profane or abusive language at any time on Basin Transit property including vehicles.
- Excessive unexcused absenteeism, tardiness, or abuse of break and lunch periods including failure to notify supervisors of break time or other absences from work, and failure to take required breaks and meal periods.
- Failure to notify a supervisor at least 1 hour in advance of shift time when unable to report to work.
- Unreported absences to scheduled work shifts.
- Failure to obtain permission to leave work for any reason during normal working hours.
- Failure to observe working schedules, including rest and lunch periods.
- Abuse of paid sick leave.
- Failure to provide a physician's certificate with regard to absences from work when requested or required to do so.
- Sleeping or malingering on the job.
- Making or accepting personal telephone calls of more than three minutes in duration during working hours, except in cases of emergency or extreme circumstances.
- Working overtime without prior authorization or refusing to work assigned overtime.
- Wearing extreme, unprofessional or inappropriate styles of dress or hair (or refusal to wear Basin Transit uniform) while working.
- Violation of any safety, health, security or Basin Transit policies, rules or procedures.
- Committing a fraudulent act or a breach of trust under any circumstances.

- Prohibited harassment of any kind.
- Engaging in unauthorized secondary employment.
- Engaging in political activity while in uniform or on duty.
- Unauthorized cell phone, phone, or computer usage during work hours.
- Defamatory or derogatory comments about Basin Transit, its employees, or appointed officials.

This statement of prohibited conduct is not intended to alter or conflict with Basin Transit's policy of AT-WILL employment. Furthermore, the decision of Basin Transit to employ any disciplinary action less severe than termination does not waive Basin Transit's AT-WILL policy. Either you or Basin Transit remain free to terminate the employment relationship at any time, with or without reason or advance notice.

## **B. OUTSIDE EMPLOYMENT**

While Basin Transit does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with Basin Transit's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect Basin Transit's or their own integrity, reputation, or credibility. Illegal or immoral off-duty conduct on the part of an employee that may adversely affects Basin Transit's legitimate business interests or the employee's ability to perform his or her job will not be tolerated.

While employed by Basin Transit, employees are expected to devote their energies to their jobs with Basin Transit. For this reason, second jobs are strongly discouraged and must be approved in writing and in advance. The following types of additional employment are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties and responsibilities;
- Additional employment that creates a real or potential conflict of interest or is incompatible with the employee's employment with Basin Transit;
- Additional employment that impairs or has a detrimental effect on the employee's work performance with Basin Transit;
- Additional employment that requires the employee to conduct non-Basin Transit work or related activities on Basin Transit's property during Basin Transit's working hours or using Basin Transit's facilities, uniforms and/or equipment;



- Additional employment that directly or indirectly competes with the business or the interests of Basin Transit.

Employees who wish to engage in outside employment must submit a written request to the General Manager explaining the details of the outside employment. If the outside employment is authorized, Basin Transit assumes no responsibility for the outside employment. Basin Transit shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of outside employment. Authorization to engage in outside employment can be revoked at any time.

### **C. DRUG AND ALCOHOL ABUSE**

Basin Transit is concerned about the use of alcohol, illegal drugs or Controlled Substances or abuse of prescription drugs as it affects the workplace. Use of these substances whether on or off the job can adversely affect an employee's work performance, efficiency, safety and health and therefore seriously impair the employee's value to Basin Transit. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of the public as well as other employees and exposes Basin Transit to the risks of property loss or damage, or injury to other persons. While on paid duty time or on Basin Transit property, including Basin Transit vehicles or while operating Basin Transit equipment, employees shall not consume, possess, be under the influence of, sell, purchase, transfer, distribute or provide for free any Controlled Substances.

Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect an employee's job performance and thereby endanger the public, and seriously impair the employee's value to Basin Transit. The use of prescription drugs, that would not alter an employee's work performance is acceptable, if prescribed in writing by a qualified physician. Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or may affect the safety or well-being of others, must notify a supervisor of such use immediately before starting or resuming work. In the event there is a question regarding an employee's ability to perform assigned duties safely and effectively while using such drugs, a written clearance from a qualified physician shall be required before the employee is allowed to resume the employee's regular duties.

The following rules and standards of conduct apply to all employees either on Basin Transit property, including vehicles, or during the workday (including meals and rest periods).

Behavior that violates Basin Transit policy includes:

- The unlawful manufacture, distribution, dispensing, possession, or consumption of any Controlled Substance on the job, in Basin Transit workplace (including Basin Transit vehicles) or while subject to duty.

- Reporting to work or being subject to duty while their ability to perform job duties is impaired due to on or off-duty alcohol or drug use.
- Driving a Basin Transit vehicle while under the influence of a Controlled Substance, or a legally prescribed medication carrying a warning label that the medication may cause drowsiness or other impairment of motor skills.
- Distribution, sale or purchase of an illegal or Controlled Substance while on the job.

Violation of the above rules and standards of conduct will not be tolerated and may subject an employee to discipline, up to and including termination. An employee who is convicted under a criminal drug statute for a violation occurring in the workplace or during any Basin Transit-related activity or event will be deemed to have violated this policy. Basin Transit also may bring the matter to the attention of appropriate law enforcement authorities.

#### *Inspections and Testing to Administer and Enforce Policy*

In order to enforce the policies, set forth in this section, Basin Transit reserves the right to inspect employees, as well as any articles and property in their possession, to detect inappropriate materials. All Basin Transit lockers, desks, cabinets, vehicles, computer files, and computer diskettes are the property of Basin Transit and are subject to search without the employee's consent by Basin Transit management at any time, with or without notice. Refusal to cooperate with a search may result in disciplinary action, up to and including termination.

Basin Transit may conduct pre-employment drug testing on applicants. Any applicant for employment to whom an offer of employment has been made may be required to pass a test for Controlled Substances. In such cases, Basin Transit's offer of employment is conditioned on a negative test result. Any applicant who tests positive shall be disqualified from consideration for employment with Basin Transit for a period of one year.

In addition, Basin Transit also reserves the right to require that an existing employee undergo testing if Basin Transit determines that reasonable suspicion exists to believe that the employee is under the influence of any illegal drug or Controlled Substance, as defined in this Handbook, or has abused a prescription or over-the-counter medication. Reasonable suspicion shall, whenever possible, be evaluated based on personal observations by a trained member of management who is familiar with the employee's normal behavior. Information that is obtained from a reliable person with personal knowledge of the employee may also be utilized in appropriate circumstances.

An employee's conviction on a charge of illegal sale or possession of any Controlled Substance while off Basin Transit property will not be tolerated because such conduct, even though off duty, reflects adversely on Basin Transit. In addition, Basin Transit must keep people who sell or possess Controlled Substances off Basin Transit's premises in order to keep the Controlled Substances themselves off the premises.

Basin Transit will encourage and assist employees with chemical dependencies (alcohol or drug) to seek treatment and/or rehabilitation. Basin Transit is not obligated, however, to continue to employ any person whose job performance is impaired because of drug or alcohol use. This policy on treatment and rehabilitation is not intended to affect Basin Transit's treatment of employees who violate the regulations described above. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency. In accordance with state and federal law, Basin Transit will make every effort to provide reasonable accommodation to any employee who chooses to voluntarily participate in a rehabilitation program.

In addition to the abovementioned policies regarding drug and alcohol abuse, Basin Transit employees who drive a Class B or Class A vehicle, or who are required to dispatch or maintain such vehicles are required to comply with the following rules and regulations:

- Drug-Free Workplace Act of 1988
- California Drug-Free Workplace Act of 1990 (Cal. Govt. Code Sections 8350 et seq.)
- FTA Prevention of Prohibited Drug Use and Alcohol Misuse in Transit Operations (49 CFR Part 655)
- Procedures for Transportation Workplace Drug and Alcohol Testing Program (49 CFR Part 40)

The specifics of the abovementioned rules and regulations of Basin Transit's Drug and Alcohol Abuse Policy are provided in a separate handbook to employees. All applicable employees are required to familiarize themselves with these rules and regulations. If any applicable employee has any questions regarding these rules and regulations, he/she should immediately discuss with the Designated Employee Representative (Operations Manager or General Manager).

#### **D. ATTENDANCE**

As an employee of Basin Transit, you are expected to be regular in attendance. Any absence causes problems for the public, your fellow employees, and your supervisor. When you are absent, your assigned work must be performed by others.

Employees are expected to report to work as scheduled, on time, fit and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized Basin Transit business. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided.

If you are unable to report for work on any particular day, you must call your supervisor at least one hour before the time you are scheduled to begin working for that day. If you

call less than one hour before your scheduled time to begin work, you may be subject to discipline up to and including termination. In all cases of absence, employees must provide their supervisor with an honest reason or explanation. Employees also must inform their supervisors of the expected duration of any absence. Absent extenuating circumstances, you must call in on any day you are scheduled to work and will not report to work. Falsification of sickness is grounds for discipline up to and including termination.

Absenteeism (whether excused or not) will be recorded. Excessive absenteeism may be grounds for discipline up to and including termination of employment. Each situation of excessive absenteeism shall be evaluated on a case-by-case basis. However, even one unexcused absence may be considered excessive, depending on the circumstances.

If you fail to report for work without any notification to your supervisor and your absence continues for a period of three days, Basin Transit will consider that you have voluntarily terminated your employment.

## **E. PUNCTUALITY**

As an employee of Basin Transit, you are expected to be punctual. Any tardiness causes problems for the public, your fellow employees, and your supervisor. In all cases of tardiness, employees must provide their supervisor with an honest reason or explanation. All tardiness will be recorded. Excessive tardiness may be grounds for discipline up to and including termination of employment. Each situation of excessive tardiness shall be evaluated on a case-by-case basis. However, even one tardy may be considered excessive, depending on the circumstances.

If a coach operator arrives within 15 minutes after his or her scheduled shift report time, he or she may be placed on the extra board and be given a late arrival. If an employee arrives after 15 minutes, the employee may voluntarily remain on site while waiting for the next available work and the waiting period is not subject to compensation. If two or more coach operators are late, assignments will be given first to the employee who arrived first. Coach operators voluntarily staying shall notify dispatch of availability by signing in and shall sign out when they leave and are no longer available.

Any employee arriving late and voluntarily remain on site while waiting for the next available work will be paid only for time actually worked. Once another employee, including an extra is assigned the run or shift, the employee arriving late will forfeit all privileges to that run or shift for the day.

## **F. DRESS AND GROOMING STANDARDS**

Employees are expected to dress conservatively, in good taste and according to the requirements of their position, as set forth below. Exceptions may be made for employees observing established religious dress and grooming practices. If there are any questions as to what constitutes proper attire within a given department, the Supervisor or General Manager should be consulted.

Any employee who is inappropriately dressed when he or she arrives for work will be considered unsuitable to commence work and will be sent home. The employee may be asked to return to work later in the same day in proper attire that conforms to Basin Transit standards. Employees who are asked to leave because of inappropriate dress or attire will not be compensated for any time expended in going home or returning to work.

Those employees provided with uniforms shall wear their uniforms when at work. Uniforms shall not be worn when off duty, except for traveling to and from work. It is recognized that employees may have to make brief stops on the way to and from work to take care of personal business; however, uniforms shall not be worn in businesses or locations that would create a negative impression, such as bars or nightclubs. Uniforms shall be neat, clean and in good condition at the start of the work shift. They shall not be altered inappropriately and shall be worn as they are designed to be worn.

You will receive summary plan descriptions (SPDs) describing the uniform policy in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to speak to the Operations Manager if you have any questions.

### *Tattoos and Piercings*

Basin Transit employees are expected to project a professional appearance while at work. These requirements apply to tattoos and piercings:

- No tattoos, branding or intentional scarification are allowed anywhere on the head or face (this does not include permanent makeup).
- Visible tattoos, branding, or intentional scarification shall not be obscene, sexually explicit, extremist, gang related or discriminatory to gender, race, religion, or national origin, and/or any protected class.
- Any non-conforming tattoos as categorized above, branding or intentional scarification must be covered with clothing or a bandage while at work.
- Employees should wear jewelry that is tasteful and appropriate considering their job duties. Employees should not wear jewelry that presents a safety hazard.

If an employee has a question about a tattoo or piercing, that matter should be promptly raised with their supervisor for consideration and determination.

#### *a. Enforcement.*

If, in the opinion of a manager, an employee is not adhering to the intent of this policy, the person will be informed that they must dress in accordance with the policy. In severe cases, the Manager shall send the person home to change. The time away from work shall not be considered hours worked.

## **G. REPORTING ACCIDENTS OR INCIDENTS**

For purposes of this section, the term “accident” shall mean any injury or damage to person or property. The term “incident” shall mean any unusual occurrence on or about the job site to which the employee has knowledge.

Every employee shall make a written report for each accident or incident occurring during their run or shift and such written report shall be made at the scene of the incident, accident or at the immediate completion of the employee’s run or shift, at the option of the employee’s supervisor. In any case, no matter how minor, accidents or incidents shall be orally reported immediately to the dispatcher and to the employee’s supervisor. Failure to report accidents or incidents can result in a violation of legal requirements and can lead to difficulties in processing insurance and benefit claims. Failing to report an accident or incident may result in disciplinary action up to and including termination.

Accident prevention is necessary to the operation of Basin Transit’s transportation system and is mutually beneficial to the public, Basin Transit and its employees. Employees are required to cooperate with Basin Transit and to take an active part and interest in accident prevention work.

## **H. CUSTOMER RELATIONS**

Employees are expected to be polite, courteous, prompt, and attentive to every customer. When an employee encounters an uncomfortable situation that he or she does not feel capable of handling, or a matter that exceeds the employee’s authority, a supervisor should be called immediately.

Customers are to be treated with courtesy and given proper attention at all times. Never regard a customer’s question or concern as an interruption or an annoyance. You must respond to inquiries from customers, whether in person or by telephone, promptly and professionally.

Never place a telephone caller on hold for an extended period. Direct incoming calls to the appropriate person and make sure the call is received.

Through your conduct, show your desire to assist the customer in obtaining the help he or she needs. If you are unable to help a customer, find someone who can.

All correspondence and documents, whether to customers or others, must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates your commitment to those with whom we do business.

Never argue with a customer. If a problem develops or if a customer remains dissatisfied, ask your Supervisor or another member of management to intervene.

## **I. CONFIDENTIALITY**

Each employee is responsible for safeguarding confidential information obtained in connection with his or her employment. In the course of your work, you may have access to confidential information regarding Basin Transit, its suppliers, its customers, or perhaps even fellow employees. It is your responsibility to not reveal or divulge any such information unless it is necessary for you to do so in the performance of your duties. Access to confidential information should be on a “need-to-know” basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated, and legal action may be taken by Basin Transit.

## **J. MEDIA CONTACTS**

Employees may be approached for interviews or comments by the news media. Only people designated by the General Manager as media contacts may comment on Basin Transit policy or events that have an impact on Basin Transit.

## CHAPTER 4 OPERATIONAL CONSIDERATIONS

### **A. EMPLOYER PROPERTY**

Storage units, lockers, desks, vehicles, uniforms, keys and ID cards are Basin Transit property and must be maintained according to Basin Transit rules and regulations. They must be kept clean and tidy and are to be used only for work-related purposes. Basin Transit reserves the right to inspect all Basin Transit property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence.

No personal locks may be used on Basin Transit-provided lockers unless the employee furnishes a copy of the key or the combination to the lock to Basin Transit management. Unauthorized use of a personal lock by an employee may result in a loss of the privilege to use a Basin Transit locker. Basin Transit shall not be responsible for lost or stolen personal property as the result of an employee's use of a Basin Transit-provided locker.

Prior authorization must be obtained before Basin Transit property may be removed from the premises.

For security reasons, employees should not leave personal belongings of value in the workplace

Terminated employees should remove any personal items at the time they leave Basin Transit. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

### **B. USE OF BASIN TRANSIT TECHNOLOGY**

Basin Transit provides computers, internet access, telephones, electronic mail, voicemail, and other electronic communication devices to some employees to assist them in performing their jobs. Each employee is required to use these resources in a productive and respectful manner and for business purposes only. Failure to do so may result in discipline up to and including termination.

Electronic communication and media may not be used in any manner that would be discriminatory, harassing, or obscene, or for any other purpose that is illegal, against Basin Transit policy, or not in the best interest of Basin Transit.

Basin Transit voice mail and/or electronic mail (e-mail) are to be used for business purposes only. Basin Transit reserves the right to monitor voice mail and e-mail messages to ensure compliance with this rule, without notice to the employee and at any time, not necessarily in the employee's presence.



Basin Transit may periodically need to assign and/or change “passwords” and personal codes for voice mail, e-mail, computers, etc. These communication technologies and related storage media and databases are to be used only for Basin Transit business and they remain the property of Basin Transit. Basin Transit reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system.

Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment, or related actions will be subject to discipline and/or immediate termination.

Employees may not install personal software on Basin Transit computer systems.

All electronic information created by any employee using any means of electronic communication is the property of Basin Transit and remains the property of Basin Transit. Personal passwords may be used for purposes of security, but the use of a personal password does not affect Basin Transit’s ownership of electronic information.

Basin Transit will override all personal passwords if necessary for any reason.

Basin Transit reserves the right to access and review electronic files, messages, e-mail, voice mail and other digital archives, and to monitor the use of electronic communications and internet usage as necessary to ensure that no misuse or violation of Basin Transit policy or any law occurs. Basin Transit reserves the right to restrict or terminate an employee’s use of the internet due to misuse or abuse by the employee. Employees should understand that they have no right of privacy with respect to any messages, data, or information that is sent, received, or stored on Basin Transit’s electronic, voicemail, or computer systems. Under some circumstances, communications sent via email or text message may be subject to disclosure under the Public Records Act or Freedom of Information Act, or in cooperation with law enforcement, or as a result of litigation. If disclosure of email messages (or other data files) should be required (despite the designation of any communication as “private” or “confidential”), Basin Transit shall not be liable for any such disclosure. In short, Basin Transit’s information system does not provide any guarantee of personal privacy protection, and employees should use the system with this in mind.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by Basin Transit management.

No employee may install or use anonymous e-mail transmission programs or encryption of e-mail communications, except as specifically authorized by the General Manager.

Employees who use devices on which information may be received and/or stored, including but not limited to cell phones, cordless phones, portable computers, fax machines, and voice mail communications are required to use these methods in strict compliance with the trade secrets and confidential communication policy established by

Basin Transit. Except for such uses, these communication tools should not be used for communicating confidential or sensitive information or any trade secrets.

Any information about Basin Transit, its products or services, or other types of information that will appear in the electronic media about Basin Transit must be approved by the General Manager before the information is placed on an electronic information resource that is accessible to others.

Questions about access to electronic communications or issues relating to security should be addressed to the General Manager.

### **C. OFF-DUTY USE OF FACILITIES AND VEHICLES**

Employees are prohibited from being on Basin Transit premises or making use of Basin Transit facilities while not on duty. An exception to this rule would be an employee waiting in the driver lounge during a split shift, lunch or other authorized break period. Employees are expressly prohibited from using Basin Transit facilities, Basin Transit property, Basin Transit vehicles or Basin Transit equipment for personal use. Property belonging to Basin Transit must be returned to its appropriate location when it is no longer used for Basin Transit business.

Drivers of Basin Transit vehicles are expected to return such vehicles to Basin Transit site immediately when the employee's shift ends or when the vehicle is no longer in use for Basin Transit business. Drivers are expected to return Basin Transit vehicles by direct route, without any unnecessary or personal detours. An employee may remove a Basin Transit vehicle or other Basin Transit property from Basin Transit site for non-business reasons only with the prior written consent of the General Manager.

### **D. SECURITY**

Basin Transit has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to security personnel. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable and/or personal articles in or around your workstation that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness, and sensitivity of every individual to potential security risks. You should immediately notify your supervisor when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

## **E. HEALTH AND SAFETY**

Basin Transit is committed to the safety of its employees and property. Every employee is responsible for their own safety as well as the safety of others in the workplace, and all employees are obligated to be aware of, and comply with, all applicable safety rules and policies. To achieve our goal of maintaining a safe workplace, everyone must be safety conscious at all times. Employees must immediately report any unsafe or hazardous condition directly to their supervisor. Basin Transit asks you to cooperate in helping to promote safety and to prevent accidents by observing the following common-sense rules:

- Learn Basin Transit's posted fire rules, the location of fire alarm boxes, and your own duties in case of fire.
- Promptly report all unsafe or potentially hazardous conditions, such as the following, to your supervisor:
  - a. Wet or slippery floors,
  - b. Equipment left in halls or walkways,
  - c. Exposed wiring,
  - d. Careless handling of equipment,
  - e. Defective equipment.
- Help to avoid all accidents by eliminating fire hazards.
- Always be on the alert for safety hazards.
- Do not operate electrical equipment in wet conditions

In compliance with California law, and to promote its commitment to safety in the workplace, Basin Transit maintains an Injury and Illness Prevention Program, which is managed by the General Manager. The Injury and Illness Prevention Program is available for review by employees and/or employee representatives. In compliance with Proposition 65, Basin Transit will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

All employees are required to comply with Basin Transit's safety and health policies and practices. This includes employees at every level and in all positions within Basin Transit. Performance evaluations take into consideration all aspects of an employee's performance, including the employee's compliance with safety standards. Consequently, strict adherence to the safety standards and legal obligations concerning safety will be viewed positively in an evaluation. In the same manner, employees who fail to promote the interests of safety and health in the workplace may be viewed negatively in an evaluation. In addition, violations of safety standards or conduct that show either a

disregard for safety concerns or negligent or reckless conduct may result in disciplinary action up to and including termination. In this regard, it should be remembered that the employment relationship is at the mutual consent of the employee and Basin Transit and can be terminated at will, at any time, either by the employee or by Basin Transit.

## **F. WORKPLACE VIOLENCE**

Basin Transit recognizes that workplace violence is a growing concern among employers and employees across the country. Basin Transit is, therefore, committed to providing a safe, violence-free workplace. In this regard, Basin Transit strictly prohibits employees, consultants, guests, visitors, or anyone else on Basin Transit premises or engaging in a Basin Transit-related activity from behaving in a violent or threatening manner. Moreover, as a part of this policy, Basin Transit seeks to prevent workplace violence before it begins and reserves the right to deal with behavior that suggests a propensity towards violence even prior to any violent behavior occurring.

Basin Transit believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs and has established procedures for responding to any situation that presents the possibility of violence.

Workplace violence includes, but is not limited to, the following:

- Threats of any kind;
- Threatening, physically aggressive or violent behavior, such as intimidation of or attempts to instill fear in others;
- Other behavior that suggests a propensity toward violence, which can include belligerent speech, excessive arguing or swearing, sabotage, or threats of sabotage of Basin Transit property, or a demonstrated pattern of refusal to follow Basin Transit policies and procedures;
- Defacing Basin Transit property or causing physical damage to its facilities and/or vehicles; or
- With the exception of security personnel and as otherwise allowed in this Handbook, bringing Weapons of any kind on Basin Transit premises, in Basin Transit parking lots, or while conducting Basin Transit business.

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, guest, consultant, visitor, or anyone else, he or she should notify any supervisor or manager immediately. Further, employees should notify their supervisors or managers if any restraining order is in effect, or if a potentially violent non work-related situation exists that could result in violence in the workplace.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, Basin Transit will inform the reporting

individual of the results of the investigation. To the extent possible, Basin Transit will maintain the confidentiality of the reporting employee and of the investigation but may need to disclose results in appropriate circumstances, for example, in order to protect individual safety. Basin Transit will not tolerate retaliation against any employee who reports workplace violence. Basin Transit may take action under California Code of Civil Procedure Section 527.8 to obtain a temporary restraining order or injunction against any person who threatens workplace violence against an employee.

If Basin Transit determines that workplace violence has occurred, Basin Transit will take appropriate corrective action and will impose discipline on offending employees. The appropriate discipline will depend on the particular facts, but may include written or oral warnings, probation, reassignment of responsibilities, suspension, or termination. If the violent behavior is that of a non-employee, Basin Transit will take appropriate corrective action in an attempt to ensure that such behavior is not repeated. Under certain circumstances, Basin Transit may forego disciplinary action on the condition that the employee takes a medical leave of absence. In addition, Basin Transit may request that the employee participate in counseling or training, either voluntarily or as a condition of continued employment.

## **G. PHYSICAL EXAMINATIONS**

To the extent permitted by law, Basin Transit reserves the right to require an employee to submit to a fitness for duty physical examination if Basin Transit believes or suspects that the employee may not be able to perform the essential duties of the job without risk of harm to him/herself or others. The examining physician may be selected by Basin Transit and the cost of such examinations shall be paid by Basin Transit. Any employee, when required by Basin Transit to be relieved from duty for the purpose of taking a physical examination, shall be paid for time lost in taking such physical examination.

As a condition of continued employment with Basin Transit, any physical examination must reveal the physical and mental fitness of the employee involved to perform their duties with or without accommodation.

## **H. PERSONAL SAFETY**

No employee, other than those required by their position, shall bring a Weapon (exclusive of personal defense chemical spray) of any type to a Basin Transit facility, including parking lots and public streets outside or immediately adjacent to a Basin Transit building, or place in a Basin Transit vehicle or equipment. Violation of this “zero tolerance” policy will lead to discipline, up to and including termination. An employee may bring a personal defense chemical spray to a Basin Transit facility, including parking lots and public streets outside or immediately adjacent to a Basin Transit building, or place in a Basin Transit vehicle or equipment if approved by his or her supervisor after (1) having demonstrated a legitimate need for such spray and (2) having obtained any necessary certification for the same.

## **I. ERGONOMICS**

Basin Transit encourages and continuously strives to maintain a safe and healthful workplace by furnishing equipment which is necessary to enable employees to carry out assigned duties in a safe and healthful manner. Basin Transit is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. Basin Transit will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. Basin Transit encourages safe and proper work procedures and requires all employees to follow safety laws, rules, instructions and guidelines and shall use all safety equipment specified for the work they are performing.

Basin Transit believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being, and is essential to our business. We intend to provide appropriate resources to create a risk-free environment.

If you have any questions about ergonomics, please contact the General Manager.

## **J. SMOKING POLICIES**

Basin Transit is committed to a healthy and safe working environment. Accordingly, smoking is prohibited in all Basin Transit facilities and vehicles, including remote facilities utilized by Basin Transit, with the exception of those areas specifically designated by Basin Transit as a smoking area.

## **K. TELEPHONES CALLS AND MOBILE DEVICES**

Employees are requested to keep all personal phone calls and text messages to a minimum. Friends and relatives should be discouraged from calling or sending text messages during working hours unless there is an emergency. Under no circumstances should an employee make or charge a long-distance phone call to Basin Transit unless it is work-related and approved in advance by the employee's supervisor. Employees should make every effort to keep any necessary, personal phone calls to less than three minutes in duration.

No Basin Transit employee shall use any mobile device or smartphone while operating any Basin Transit vehicle. This includes, but is not limited to, sending, or reading text messages. Employees who violate this policy are subject to immediate termination.

## **L. HOUSEKEEPING**

All employees are expected to keep their work areas clean and organized. People using common areas such as lunch rooms, locker rooms, and restrooms are expected to keep them sanitary. Please clean up after meals and dispose of trash properly.

## **M. PARKING**

Employees may park their vehicles in designated areas of Basin Transit property, if space permits. If space is unavailable, employees must park in permissible public areas in the vicinity of Basin Transit property. Employees may not use parking areas specifically designated for customers, vendors, or Basin Transit vehicles. For purposes of this policy, the parking spaces in front of Basin Transit Operations Center (north side) in Joshua Tree are considered reserved for customers, vendors, and disabled /handicapped drivers. The parking of personal vehicles along the red painted curb or areas designated for bus parking is prohibited.

Basin Transit is not responsible for any loss or damage to employee vehicles or vehicle contents while parked on Basin Transit property.

## **N. CONDUCTING PERSONAL BUSINESS**

Employees are to conduct only Basin Transit business while at work. Employees may not conduct personal business or business for another employer or organization during their scheduled working hours or while on Basin Transit premises.

## **O. POLICIES FOR BASIN TRANSIT DRIVERS**

Employees who are required to drive a Basin Transit vehicle or their own vehicle on Basin Transit business will be required to show proof of a current valid driver license and current appropriate insurance coverage before the first day of employment.

Basin Transit participates in a system that regularly checks state Department of Motor Vehicles records of all employees who drive as part of their job.

Basin Transit retains the right to terminate an employee whose license is revoked, who fails to maintain personal automobile insurance coverage or who is uninsurable under Basin Transit's policy for failure to meet the minimum qualifications of their job.

Employees who drive their own vehicles on Basin Transit business will be reimbursed at the federal reimbursement rate.

## **P. BULLETIN BOARDS**

Basin Transit maintains bulletin boards located in the driver lounge of Basin Transit Operations Center.

Bulletin boards are used to provide information to employees concerning federal, state, and local laws, as well company policies, upcoming Basin Transit events, news, and other pertinent information of concern to all employees.

Employees may not post items on Basin Transit bulletin boards unless the following conditions are met:

- Posting may be made by Basin Transit employees only;
- The information to be posted must be approved by management prior to posting;
- Postings are limited to letter or legal size paper, except for required federal and state information; and
- Posted items will be dated and will be removed after 90 days, or when an event has concluded, whichever comes first.



## CHAPTER 5 EMPLOYEE BENEFITS

### A. HOLIDAYS

Basin Transit observes the following paid holidays:

- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas
- New Year's Day
- Martin Luther King Day\*
- President's Day\*
- Juneteenth\*
- Veteran's Day\*
- Day After Thanksgiving\*

\* Basin Transit operates a normal schedule on these days.

When a holiday falls on a Saturday it may be observed either on the preceding Friday or the following Monday. When a holiday falls on a Sunday, it may be observed on the following Monday. However, Basin Transit may close on a different day or grant compensating time off instead of closing. Holiday observance will be announced in advance. Holidays falling within a vacation period shall not be considered as part of an employee's vacation.

Holiday pay is the equivalent of an employee's straight-time pay. Eligibility for holiday pay begins after completion of the introductory period. If you are required to work on a scheduled paid holiday you will be compensated straight time pay plus holiday pay. If an employee is not scheduled to work on the paid holiday, the employee will receive 8 hours of Holiday Pay for that holiday. Holiday pay will not be granted to an employee if he/she incurs an absence the day before or after an observed paid holiday that was not approved in advance by their supervisor.

*Example One:*

Mark, who has completed his introductory period, is scheduled to work his normal ten (10) hour shift on President's Day. His pay for President's Day is calculated as follows:

10 hours	X	\$18.00 (straight time wage)	=	\$180.00 Gross Pay
10 hours	X	\$18.00 (holiday pay)	=	\$180.00 Holiday Pay
Total Pay = \$360.00				

Basin Transit may have other reduced-hour operating days during which some regular employees will have unpaid holiday leave and some employees may be working, at the discretion of your supervisor. Those days might occur during the week between Christmas and New Year's Day.

## **B. VACATIONS**

### *General Policy*

Vacation is a benefit earned as a condition of employment for all employees who work 40 or more hours in a pay period. Eligible employees accrue benefits on a prorated basis (see section titled *Rate of Accrual* for accrual rates per hour worked and maximum number of hours that can accrue in a given year). Employees working fewer than 40 hours in a pay period do not accrue vacation.

Vacation will accrue while an employee is on vacation. Temporary Employees are not entitled to vacation benefits.

### *Usage*

New hires accrue vacation as do other Basin Transit employees. However, earned vacation can be used only after the completion of six (6) months on the job, when the introductory period is over.

### *Approval*

Earned vacation periods shall be taken with the prior approval of the employee's supervisor and at such time as will not impair the work schedule or efficiency of Basin Transit, except that no employee shall lose earned vacation time because of the urgency of the work.

### *Minimum Charge*

The minimum charge against accumulated vacation time shall be one-half (1/2) hour or multiples thereof.

### *Maximum Accrual*

In order to encourage employees to use their accrued vacation time, vacation is allowed to accrue up to a maximum of 35 work days (280 hours). Once an employee has reached the maximum vacation accrual, the employee will cease to accrue more vacation until the accrued vacation time falls below the thirty-five work day (280 hours) level.

Basin Transit wishes to encourage the taking of vacation time off for the well-being of its employees. Vacation should be scheduled at least one week in advance. Your supervisor will grant vacation leave provided it does not create a hardship for Basin Transit.

Employees may apply to management for a "buy out" to be paid in lieu of vacation time, at the regular rate of pay, paid in one-week vacation time increments per pay period, up

to a maximum of 3 vacation weeks in any one calendar year. This buyout will not be granted by management in 2 consecutive years, as vacation time off is encouraged.

However, if an employee's job is terminated, either voluntarily or involuntarily, the employee will receive compensation for any accrued but unused vacation time. Vacation leave shall not count as time worked under FLSA or for overtime purposes.

#### *Rate of Accrual*

Employees shall accrue vacation on a prorated basis according to the following policy:

<i>Years of Service</i>	<i>Rate Per Hour Worked</i>	<i>Maximum # of Days Per Year Allowable</i>
First thru Third Years (1-3)	.0385	10
Fourth thru Fifth Years (4-5)	.0462	12
Sixth thru Tenth Years (6-10)	.0577	15
After Ten Years (11+)	.0770	20

#### Example One (1):

John is in his second year with Basin Transit. He has worked two (2) forty (40) hour workweeks in the last pay period. His paycheck will show 3.08 hours of accrued vacation for the last pay period.

80 hours in pay period X .0385 rate = 3.08 hours of vacation accrued

#### Example Two (2):

Jane is in her second year with Basin Transit. She is scheduled to work a thirty-four (34) hour workweek, and has just completed two (2) thirty-four (34) hour workweeks in the last payroll period. Her paycheck will show 2.62 hours of accrued vacation for the last pay period.

68 hours in pay period X .0385 rate = 2.62 hours of vacation accrued

### **C. BENEFIT PLANS**

Basin Transit is a member of the California Public Employees Retirement System (PERS). All employees are enrolled in PERS and are eligible for approved Health Care Coverage. Eligible employees will receive comprehensive health, retirement, and other insurance coverage for themselves and their families, as well as other benefits. You will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to speak to the Office Manager if you have any questions.

## **D. DISABILITY INSURANCE**

California State Disability Insurance (“SDI”) is a partial wage-replacement insurance plan for California workers. The SDI program is State-mandated and funded through employee payroll deductions. Disability insurance is payable when you cannot work because of illness or injury not caused by employment at Basin Transit or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. Specific rules and regulations governing disability are available from Basin Transit office staff. See the Office Manager for assistance in applying for SDI.

## **E. WORKERS COMPENSATION**

You are protected by Basin Transit's workers' compensation insurance policy while employed by Basin Transit, at no cost to you. The policy covers you in case of occupational injury or illness. See Chapter 5.S for more detailed information about Workers Compensation and how/when you should notify Basin Transit about an on-the-job injury.

## **F. UNEMPLOYMENT COMPENSATION**

Basin Transit contributes each year to the California Unemployment Insurance Fund on behalf of its employees.

## **G. MEDICARE**

All employees pay Medicare deductions, as does Basin Transit, which contributes an equal amount.

## **H. TRANSPORTATION PRIVILEGES**

Employees are provided fixed route transportation privileges during employment. A spouse or registered domestic partner and dependent children of an employee are provided transportation privileges only while accompanying a Basin Transit employee.

## **I. REIMBURSEMENTS**

Basin Transit will reimburse employees for authorized business expenses, including but not limited to, business-related mileage where required. In addition, employees who work more than 40 hours per pay period may participate in other reimbursement programs. You will receive summary plan descriptions (SPDs) describing these Basin Transit's reimbursement programs in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to speak to the Office Manager if you have any questions.

## **J. LEAVES OF ABSENCE WITHOUT PAY**

Basin Transit may grant leaves of absence without pay to employees in certain circumstances in which it is not otherwise required by law. In order to be considered for a leave of absence under this section, the employee must have successfully completed the six-month introductory period.

Leave of absence without pay, and for reasons other than those for which other leaves of absence may be taken, shall be approved in advance and in writing by the employee's supervisor or the General Manager. Any employee requesting a leave of absence without pay pursuant to this section may be required to utilize all of their accrued vacation time, and sick leave, if appropriate, prior to the start of the leave without pay. It is important to clearly state the reason for requesting any leave in writing as far in advance as possible, to keep in touch with your supervisor during your leave, and to give prompt notice if there is any change in your return date. If your leave expires and you have not contacted your supervisor, it will be assumed that you do not plan to return and that you have terminated your employment.

Upon return from a leave of absence under this section, the employee will be returned to employment status. However, it is possible that a bid on employment hours will have taken place in the employee's employment category, and that the returning employee will need to remain in an on-call status until a subsequent bid occurs.

Time accumulated during the leave will not count as time worked for any purpose.

Basin Transit does not continue to pay premiums for health insurance coverage, or contribute towards employees' cafeteria plan, for employees on leaves of absence under this section. However, you may self-pay the premiums under the provisions of COBRA of 1985. Basin Transit Office Manager can give you additional information on this subject.

## **K. CALIFORNIA FAMILY RIGHTS ACT LEAVE**

Basin Transit provides family and medical leave to eligible employees under the California Family Rights Act (CFRA). Basin Transit refers to this leave as "CFRA Leave." The function of this policy is to provide employees with a general description of their CFRA rights. In the event of any conflict between this policy and applicable law, employees will be afforded all rights as required by law. When an employee takes CFRA Leave for a reason that also qualifies for FMLA Leave, the leave will run concurrently under CFRA and FMLA for a combined total of up to 12 weeks of leave.

### *Eligibility*

To be eligible to take CFRA Leave, employees must meet all of the following conditions:

- Have worked at least 12 months for Basin Transit;

- Have worked at least 1,250 hours for Basin Transit over the preceding 12 months; and
- Work at a worksite in California.

#### *Permissible Purposes of CFRA Leave*

CFRA Leave may be taken for any of the following reasons:

- Birth of a child or to care for a newly-born child (“bonding leave”);
- Placement of a child for adoption or foster care (“bonding leave”);
- To care for a child, parent, grandparent, grandchild, sibling, spouse, domestic partner, parents-in-law, or employee designated person (collectively, referred to as a “family member” in this policy) with a serious health condition (“family care leave”). For purposes of this policy, “employee designated person” is defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship. An employee may identify their employee designated person at the time the employee requests CFRA Leave, and is limited to identifying one employee designated person per 12-month period;;
- Because of an employee’s own serious health condition, which makes the employee unable to perform the functions of the employee’s job, except for leave taken for disability on account of the employee’s pregnancy, childbirth, or related medical conditions (“serious health condition leave”); or
- Because of a qualifying exigency related to the covered active duty or call to covered active duty of an employee’s spouse, domestic partner, child, or parent in the Armed Forces of the United States.

#### *Length of Leave*

An eligible employee is entitled to take up to 12 weeks of CFRA Leave during a 12-month period. The 12-month period in which the CFRA Leave occurs will be calculated on a “rolling” 12-month period measured backward from the date an employee uses any CFRA Leave. Bonding leave must be concluded within 12 months of the birth or placement of the child.

If eligible for CFRA Leave, an employee may take CFRA Leave intermittently, by reducing the employee’s normal weekly or daily work schedule, when medically necessary for the employee’s own or immediate family member’s serious health condition. Intermittent bonding leave may be available, but may be subject to additional restrictions. Leave taken intermittently may be taken in increments of no less than 1 hour. If an employee requires intermittent leave or reduced-schedule leave for a planned medical treatment, the employee must try to schedule the leave in a manner that will least disrupt Basin Transit’s operations.

### *Pregnancy-Related Disabilities*

Pregnancy-related disabilities are not counted against an employee's CFRA Leave entitlement. Instead, they are covered by California's Pregnancy Disability Leave Law, which is explained below in Basin Transit's Pregnancy Disability Leave Policy.

### *Health Benefits During CFRA Leave*

During CFRA Leave, Basin Transit will continue making contributions for the employee's group health benefits on the same terms as if the employee had continued to work. This means that if the employee wants benefits coverage to continue during CFRA Leave, the employee must continue to pay the employee's portion of any premium payments during CFRA Leave. In some instances, Basin Transit may recover premiums it paid to maintain health coverage if the employee fails to return to work following a CFRA Leave. If the employee has exhausted all available CFRA Leave, continuation coverage will be available at the employee's expense under COBRA.

### *Pay During CFRA Leave*

CFRA Leave is unpaid unless the employee qualifies for state-provided disability/family leave benefits. Employees may substitute accrued paid sick time and accrued vacation for all unpaid CFRA Leave.

Employees do not accrue seniority or benefits, including vacation and paid sick leave during unpaid CFRA Leave.

### *Employment Status After CFRA Leave*

Employees granted CFRA Leave are guaranteed reinstatement to the same or an equivalent job position at the end of the leave unless the job ceased to exist for legitimate business reasons and subject to any other defense allowed under the law.

### *Notice and Certification Procedures*

When seeking CFRA Leave, employees must provide all of the following to the General Manager, where applicable:

- 1) 30 days' advance notice of the need to take CFRA Leave, if the need is foreseeable, or notice as soon as practicable in the case of unforeseeable leave. When leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt Basin Transit's operation;
- 2) Medical certification supporting the need for leave due to a serious health condition affecting the employee or the employee's family member must be provided before the leave begins, or if not possible, within 15 days of Basin Transit's request to provide the certification;
- 3) Periodic updates as permitted by law during the leave regarding the employee's status and intent to return to work; and
- 4) Medical certification of fitness for duty before returning to work if the leave was due to the employee's own serious health condition.

At Basin Transit's expense, Basin Transit may also require a second or third medical opinion regarding an employee's own serious health condition. Employees are expected to cooperate with Basin Transit in obtaining additional medical opinions that Basin Transit may require.

#### *Failure to Provide Certification and to Return from Leave*

Failure to comply with the notice and certification requirements may result in a delay or denial of the CFRA Leave. If an employee fails to return to work at the end of the CFRA Leave's expiration and has not obtained an extension of the leave, Basin Transit may presume that the employee does not plan to return to work and has resigned from employment.

## **L. FAMILY/MEDICAL LEAVE (FMLA)**

Basin Transit provides family and medical leave to eligible employees under both the federal Family and Medical Leave Act (FMLA). The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and applicable law, employees will be afforded all rights as required by law. When an employee takes FMLA Leave for a reason that also qualifies for CFRA Leave, the leave will run concurrently under CFRA and FMLA for a combined total of up to 12 weeks of leave.

#### *Eligibility*

To be eligible to take FMLA Leave, employees must meet all of the following conditions:

- 1) Have worked at least 12 months for Basin Transit;
- 2) Have worked at least 1,250 hours for Basin Transit over the preceding 12 months; and
- 3) Work at a location where there are at least 50 employees within 75 miles.

#### *Permissible Purposes for Leave*

FMLA Leave may be taken for any of the following reasons:

- 1) Birth of a child or to care for a newly-born child ("bonding leave");
- 2) Placement of a child for adoption or foster care ("bonding leave");
- 3) To care for an immediate family member (spouse, registered domestic partner, child, or employee's parent) with a serious health condition ("family care leave");
- 4) Because of an employee's own serious health condition, which makes the employee unable to perform the functions of the employee's job ("serious health condition leave");



- 5) Because of a “qualifying exigency” arising out of the fact that an employee’s spouse, son, daughter, or parent is on active duty or ordered to active duty in the armed forces (“military emergency leave”); or
- 6) To care for an injured service member if the employee is the spouse, son, daughter, parent or next of kin of the injured or ill service member (“military caregiver leave”).

### *Length of Leave*

An eligible employee can take up to 12 workweeks of unpaid leave during any “rolling” 12-month period, measured backward from the date an employee uses any leave under this policy. If both spouses work for Basin Transit and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them for bonding leave and family care leave for a parent. Bonding leave must be concluded within 12 months of the birth or placement of the child.

If eligible for FMLA Leave, an employee may take FMLA Leave intermittently, by reducing the employee’s normal weekly or daily work schedule, when medically necessary for the employee’s own or immediate family member’s serious health condition. Intermittent bonding leave may be available, but may be subject to additional restrictions. Leave taken intermittently may be taken in increments of no less than 1 hour. If an employee requires intermittent leave or reduced-schedule leave, the employee must try to schedule the leave in a manner that will least disrupt Basin Transit’s operations.

For military caregiver leave, an eligible employee can take a combined total of 26 workweeks of leave for military caregiver leave and leave for any other FMLA-qualifying reason during the same “single 12-month period.” Of this 26-week period, the eligible employee may not exceed 12 workweeks of leave for any reason other than military caregiver leave. For purposes of military caregiver leave, a “single 12-month period” begins on the first day the eligible employee takes military caregiver leave and ends 12 months after that date. If the employee takes less than 26 weeks of leave during that 12-month period, the unused weeks are forfeited. If both spouses work for Basin Transit and are eligible for leave under this policy, the spouses may be limited to a total of 26 workweeks off between the two of them depending on the reasons for the leave.

### *Health Benefits During Leave*

During FMLA Leave, Basin Transit will continue making contributions for the employee’s group health benefits on the same terms as if the employee had continued to work. This means that if the employee wants benefits coverage to continue during the FMLA Leave, the employee must continue to pay his or her portion of any premium payments during the FMLA Leave. In some instances, Basin Transit may recover premiums it paid to maintain health coverage if the employee fails to return to work following a FMLA Leave. If the employee has exhausted all available FMLA Leave, continuation coverage will be available at the employee’s expense under COBRA.

### *Pay During FMLA Leave*

FMLA Leave is unpaid except to the extent the employee qualifies for paid leave benefits through a state-provided program or Basin Transit-provided program. Employees are required to substitute accrued vacation time for unpaid FMLA Leave. Employees are required to substitute accrued sick leave for unpaid FMLA Leave for their own serious health condition, and may substitute accrued sick leave for any other type of FMLA Leave.

Employees do not accrue seniority or benefits, including vacation and sick leave during unpaid FMLA Leave.

### *Employment Status After FMLA Leave*

Employees granted FMLA Leave are guaranteed reinstatement to the same or an equivalent job position at the end of the leave unless the job ceased to exist for legitimate business reasons and subject to any other defense allowed under the law. "Key employees," as defined by law, may be subject to reinstatement limitations in some circumstances. If an employee is a "key employee," the employee will be notified of the possible limitations at the time the employee requests a leave.

### *Notice and Certification Procedures*

When seeking FMLA Leave, employees must provide all of the following to the Human Resources Director, where applicable:

- 1) 30 days' advance notice of the need to take FMLA Leave, if the need is foreseeable, or notice as soon as practicable in the case of unforeseeable leave. When leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt Basin Transit's operation;
- 2) Medical certification supporting the need for leave due to a serious health condition affecting the employee or the employee's immediate family member must be provided before the leave begins, or if not possible, within 15 days of Basin Transit's request to provide the certification;
- 3) Certification of the family member's active duty status or call to active duty for emergency military leave;
- 4) Periodic updates as permitted by law during the leave regarding the employee's status and intent to return to work; and
- 5) Medical certification of fitness for duty before returning to work, if the leave was due to the employee's own serious health condition.

At Basin Transit's expense, Basin Transit may also require a second or third medical opinion regarding an employee's own serious health condition. Employees are expected to cooperate with Basin Transit in obtaining additional medical opinions that Basin Transit may require.

### *Failure to Provide Certification and to Return from Leave*

Failure to comply with the notice and certification requirements may result in a delay or denial of the leave. If an employee fails to return to work at the end of the leave's expiration and has not obtained an extension of the leave, Basin Transit may presume that the employee does not plan to return to work and has resigned from employment.

### *Pregnancy-Related Disabilities*

Under FMLA, a disability due to pregnancy, childbirth or related medical condition is a "serious health condition" but under the California Family Rights Act it is not. Under California law, pregnancy-related disabilities are not counted against an employee's leave entitlement under the California Family Rights Act. Instead, they are covered by California's Pregnancy Disability Leave Law, which is explained below in Basin Transit's Pregnancy Disability Leave Policy

## **M. PREGNANCY DISABILITY LEAVE**

### *Eligibility for Pregnancy Disability Leave*

An employee who is disabled by pregnancy, childbirth or related medical conditions is eligible to take a pregnancy disability leave ("PDL"). An employee affected by pregnancy or a related medical condition is also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, provided the employee is qualified and such position is available. In addition, if it is medically advisable for the employee to take intermittent leave or work a reduced leave schedule, MCSD may require the employee to transfer temporarily to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of leave.

The PDL is for any period(s) of actual disability caused by an employee's pregnancy, childbirth, or related medical condition up to 4 months (or 17 1/3 workweeks for a full-time employee) per pregnancy.

The PDL does not need to be taken in one continuous period of time, but can be taken on an as-needed basis. Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth is covered by PDL.

### *Requesting PDL*

Employees are required to obtain a certification from their health care provider of their pregnancy disability or the medical advisability of a transfer. The certification should include: (1) the date on which the employee became disabled due to pregnancy or the date of the medical advisability of a transfer; (2) the probable duration of the period(s) of disability or the period(s) for the advisability of a transfer; and, (3) a statement that, due to the disability, the employee is either unable to work at all or to perform any one or more of the essential functions of the employee's position without undue risk to the employee, the pregnancy's successful completion, or to other persons; or (4) a statement that, due

to the pregnancy, a transfer to a less strenuous or hazardous position or duties is medically advisable.

#### *Pay While on PDL*

PDL Leave is unpaid except to the extent the employee qualifies for paid leave benefits through a state-provided program or MCSD-provided program. Employees are required to substitute accrued sick leave for all unpaid PDL. Employees may substitute accrued vacation for any unpaid PDL. The use of any accrued sick leave or vacation will not extend the duration of available PDL.

MCSD encourages employees to contact the California Employment Development Department regarding an employee's eligibility for state disability insurance for the unpaid portion of the employee's leave.

Employees will not be eligible to accrue seniority or benefits, including sick leave or vacation during any period of unpaid leave.

#### *Health Benefits While On PDL*

During the PDL, MCSD will maintain the employee's health insurance coverage under any group health plan as if the employee had remained actively employed. During PDL, the employee must continue to pay any employee contribution to the health coverage. After the PDL is exhausted, the employee will be eligible for continuation coverage under COBRA, except as otherwise required by law.

#### *Returning From PDL*

Upon return from PDL, the employee will be reinstated to the same position unless the job ceases to exist because of legitimate business reasons unrelated to the PDL, or to a comparable position for which the employee is qualified. As a condition of the employee's return from PDL, or transfer, MCSD requires the employee to obtain a release to return to work from the employee's health care provider stating that the employee is able to resume her original job duties.

PDL will run concurrently with leave under the federal Family Medical and Leave Act. Any request for leave after the employee's pregnancy disability has ended will be treated as a request for leave under the California Family Rights Act, if the employee is eligible for such leave. Please contact the Human Resource Director for additional information.

## **N. SICK LEAVE**

#### *General Policy*

Sick leave is a form of insurance that employees accumulate in order to provide a cushion for incapacitation. It is not for "personal" absences.

Earned sick leave shall be available for use the first day following the payroll period in which it is earned. Sick leave accrues at the rate of .0462 hours per hour worked, with the maximum number of sick days allowable set at 12 per year. Sick leave will accrue while an employee is taking sick leave.

Accrued sick leave does carry over from year to year. Basin Transit does not pay employees in lieu of unused sick leave, nor does Basin Transit pay unused sick leave upon termination of employment with Basin Transit.

**Example of Sick Leave Calculation:**

Mary is in her 6th year with Basin Transit. She is scheduled to work thirty (30) hours per week and has worked two (2) thirty (30) hour workweeks in the last pay period. Her paycheck will show 2.77 hours of accrued sick leave for the last pay period.

60 hours in pay period X .0462 rate = 2.77 hours of sick leave accumulated

***Notice of Sickness***

All employees must orally notify their supervisor, or if unavailable, a member of management, on the first day of absence at least 2 hours prior to their scheduled shift. Notice of subsequent days of absence should be communicated at the earliest possible convenience to one's supervisor or a member of management, but in all cases at least 2 hours prior to the employee's scheduled shift.

If you anticipate being unable to work on the next scheduled day, please proactively call in before 4:00 pm to inform dispatch of your situation.

***Investigation***

It is the option of the supervisor or management to investigate each request for sick leave and allow sick leave with pay only in accordance with these rules. A health care provider's certificate or other adequate proof of illness may be required.

***Improper Use***

Evidence substantiating the use of sick leave for purposes other than allowed in these rules shall be considered as grounds for disciplinary action up to and including termination.

***Minimum Charge***

The minimum charge against accumulated sick leave shall be one-half (1/2) hour or multiples thereof.

***Use***

Basin Transit shall provide paid sick leave for (i) the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family

member (as defined in Labor Code § 245.5); or (ii) to obtain relief or service related to being a victim of domestic violence, sexual assault, or stalking.

## **O. BEREAVEMENT LEAVE**

Basin Transit will grant a request by an employee to take up to 5 days of bereavement leave upon the death of a covered family member. To be eligible for bereavement leave, the employee must have been employed with Basin Transit for at least 30 days prior to taking leave and the leave must be completed within 3 months of the date of the covered family member's death. "Covered family member" for purposes of this policy is defined as spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law.

Bereavement leave is unpaid, but employees may elect to apply any available vacation, paid sick leave or other paid leave to any unpaid leave under this policy.

## **P. REPRODUCTIVE LOSS LEAVE**

Basin Transit will provide employees who have been employed by Basin Transit for at least 30 days with up to 5 days of reproductive loss leave for a "reproductive loss event," as defined in this policy. Reproductive loss leave does not need to be taken consecutively but the leave must be completed within 3 months of the date of the reproductive loss event. If prior to or immediately following a reproductive loss event the employee is on or chooses to go on Pregnancy Disability Leave, California Family Rights Act leave, or any other protected leave under state or federal law, the reproductive loss leave must be completed within 3 months of the end date of the employee's other leave.

A "reproductive loss event" for purposes of this policy is defined as the day or final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. If an employee suffers more than one reproductive loss event within a 12-month period, Basin Transit will provide the employee with a maximum of 20 days of reproductive loss leave per rolling 12-month period. The 12-month period in which the reproductive loss leave occurs will be calculated on a "rolling" 12-month period measured backward from the date an employee uses any reproductive loss leave.

Reproductive loss leave is unpaid and employees may elect to apply any accrued and available vacation, paid sick leave or other paid leave to any otherwise unpaid leave time under this policy.

Employees must inform General Manager about taking reproductive loss leave. Basin Transit will make reasonable efforts to maintain confidentiality relating to an employee's request to use reproductive loss leave.

## **Q. MILITARY LEAVE**

Employees who wish to serve in the military and take military leave should contact the General Manager for information about their rights before and after such leave. Basin

Transit provides unpaid leave to employees for military service in accordance with the provisions of the Uniform Services Employment and Re-Employment Rights Act of 1994. You are entitled to reinstatement upon completion of military service, provided you return or apply for reinstatement within the time allowed by law.

## **R. JURY DUTY / WITNESS LEAVE**

Basin Transit encourages employees to serve on a jury or as a witness when called. Employees who have completed their introductory periods will receive full pay while serving up to five (5) days of jury duty. You should notify your supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. You may be requested to provide written verification from the court clerk of having served as a juror or witness. If work time remains after any day of jury selection or jury duty you must contact your supervisor to find out if you will be expected to return to work for the remainder of your work schedule.

You may retain any mileage allowance or other fee paid by the court for jury services.

## **S. TIME OFF FOR VOTING**

If an employee does not have sufficient time outside of working hours to vote in an official state election, the employee may take off enough working time, but no more than two (2) hours, to vote. Such time off shall be taken at the beginning or the end of the employee's regular working shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two hours combined. Under these circumstances, an employee will be allowed a maximum of two hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give his or her supervisor at least two days' notice.

An employee who is permitted such leave must present a voter's receipt upon return to work.

## **T. WORKING WHILE ON LEAVE**

Any employee who accepts gainful employment while on leave terminates their employment with Basin Transit, unless such employment is approved by the General Manager in writing prior to such employment. Authorization to engage in such employment while on leave may be revoked by Basin Transit at any time.

## **U. VOLUNTEER FIREFIGHTERS**

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter. You are also eligible for unpaid leave to attend required training for

such duties. If you are an official volunteer firefighter, please alert your supervisor that you may have to take time off for emergency duty. When taking time off for emergency duty, please alert your supervisor before doing so when possible.

## **V. LEAVE RELATED TO DOMESTIC VIOLENCE, SEXUAL ASSAULT, AND VICTIMS OF CRIME**

Basin Transit will provide unpaid time off to an employee who has been the victim of domestic violence, or whose child has been a victim of domestic violence, to obtain any relief to help ensure the health, safety, or welfare of the domestic violence victim.

Basin Transit will also provide unpaid time off to an employee who has been the victim of sexual assault or whose child has been a victim of sexual assault for taking time off work to obtain any relief to help ensure the health, safety, or welfare of the sexual assault victim.

Basin Transit will also provide unpaid time off to an employee who has been the victim of domestic violence or sexual assault or whose child has been a victim of domestic violence or sexual assault to seek medical attention for injuries caused by domestic violence or sexual assault, to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence or sexual assault, to participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation, or to obtain psychological counseling related to an experience of domestic violence or sexual assault.

Basin Transit will also permit an employee who is a victim, the immediate family member of a victim, the registered domestic partner of a victim, or the child of a registered domestic partner of a victim, of a serious or violent felony to be absent to attend judicial proceedings related to the crime.

Basin Transit requires reasonable advance notice of the leave when feasible. If time off is taken due to an emergency, the employee must, within 15 days of the absence, provide Basin Transit with certification of the need for the leave such as a police report, court order, or documentation from a healthcare provider, domestic violence advocate, or counselor, or in the case of victim of serious or violent felonies and their relatives, a copy of the notice of each scheduled proceeding that is provided to the crime victim unless advance notice is not feasible.

Basin Transit will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

An employee taking leave under this provision may use vacation, sick, or any other compensatory time off that is otherwise available to him or her, unless otherwise prohibited.



## **W. CHILD-RELATED ACTIVITIES LEAVE**

Employees are encouraged to participate in the child-related activities of their child(ren). The absence is subject to all of the following conditions:

- Parents, guardians, stepparents, foster parents, grandparents, or a person who stands in loco parentis of one or more children in kindergarten or grades one (1) to twelve (12) or at a licensed child care provider may take time off for the following child-related activities: to enroll or reenroll a child in a school or with a licensed child care provider, to participate in the activities of the school or licensed child care provider, and to address a child care provider or school emergency if the employee gives notice to the employer.
- A child care provider or school emergency means that an employee's child cannot remain in a school or with a child care provider because: the school or child care provider has requested that the child be picked up, or has an attendance policy, excluding holidays, that prohibits the child from attending or requires the child to be picked up; behavioral or discipline problems; closure or unexpected unavailability of the school or child care provider, excluding holidays; or a natural disaster.
- The time off for child-related activity participation cannot exceed eight (8) hours in any calendar month, or a total of 40 hours each school year.
- Employees planning to take time off for a child related activity must provide as much advance notice as possible to their supervisor.
- If both parents are employed by Basin Transit, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by his or her supervisor.
- Employees must use vacation or personal leave in order to receive compensation for participating in child-related activities.
- Employees who do not have paid time off available will take the time off without pay.
- Employees must provide their supervisor with documentation from the school or child care provider verifying that the employee participated in a child-related activity on the day of the absence for that purpose.

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert his or her supervisor as soon as possible before leaving work. In accordance with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

## **X. EMPLOYEE EDUCATION, TRAINING AND MEETINGS**

Basin Transit views employee participation in educational opportunities, training and meetings as a benefit to the employee, Basin Transit, and the community. Thus, Basin Transit has developed the following education, training, and meeting policies:

### *Mandatory Attendance*

Basin Transit will pay employees for their attendance at meetings, lectures, training programs and other educational opportunities where attendance is required by Basin Transit. An employee who is required to attend such meetings, lectures, training programs or other educational opportunities will be notified of the necessity for such attendance by his or her supervisor. Employees will be compensated at their regular rate of pay for attendance at mandatory meetings, lectures, training programs, or other educational opportunities. Any hours in excess of eight in a day or 40 in a week will be paid at the appropriate overtime rate to non-exempt employees, at the hourly rate in effect at the time the overtime is being performed. In addition, customary and reasonable expenses will be reimbursed for mandatory attendance at meetings, lectures, training programs or other educational opportunities upon submission of proper receipts. Acceptable expenses generally include registration fees, materials, meals, transportation, and parking. Reimbursement policies regarding these expenses should be discussed with the General Manager in advance.

### *Optional Attendance*

Voluntary attendance at any meeting, lecture, training program or other educational opportunity during the employee's work schedule will be compensated only with the prior written approval of the General Manager. To obtain approval, the employee wishing to attend an activity must submit a written request detailing all relevant information, including date, hours, location, cost, expenses, and the nature, purpose, and justification for attendance.

This policy does not apply to an employee's voluntary attendance, outside of normal working hours, at formal or informal educational sessions, even if such sessions generally may lead to improved job performance. While Basin Transit generally encourages all employees to improve their knowledge, job skills, and promotional qualifications, such activities do not qualify for reimbursement or compensation under this policy unless prior written approval is obtained as described previously.

## **Y. LITERACY EDUCATION**

The law requires employers to reasonably accommodate and assist any employee who reveals a problem with illiteracy. Consistent with this obligation, if an employee reveals such a problem and requests Basin Transit's assistance in enrolling in an adult literacy education program, Basin Transit will attempt to assist the employee if the accommodation requested would not result in an undue hardship. The type of assistance available from Basin Transit will include, as examples, providing the employee with the locations of local literacy education programs or arranging for a literacy education

provider to visit the jobsite. Basin Transit does not provide paid time off, however, for participation in an adult literacy education program.

## **Z. WORKERS' COMPENSATION**

Basin Transit, in accordance with state law, provides insurance coverage for employees in case of work-related injuries, including even minor first-aid injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care
- Cash benefits, tax free, to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure that you receive workers' compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to your supervisor;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to management; and
- Provide Basin Transit with a certification from your health care provider regarding the need for workers' compensation disability leave, as well as your eventual ability to return to work from leave.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to his or her same position held at the time the leave began, or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on workers' compensation leave would have been laid off had he or she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining Basin Transit's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

An employee's return depends on his or her qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of his or her job because of physical or mental disability Basin Transit's obligations to the employee may include reasonable accommodation, as governed by the Americans with Disabilities Act.

Basin Transit provides medical treatment for work-related injuries through State Fund Insurance to provide medical care to injured employees because of their experience in treating work-related injuries.

Employees who are injured in a work-related incident will be referred to a physician selected by Basin Transit for medical treatment for up to 30 days, unless prior to a work-related injury, Basin Transit has received from the employee a written notice that the employee wishes to be treated by his or her own physician. In all cases, employees may seek treatment from their own physician after 30 days, should they so desire.

The law requires Basin Transit to notify the workers' compensation insurance company of any concerns of false or fraudulent claims.

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony. A violation of this law is punishable by imprisonment for one to five years, or by a fine not exceeding \$50,000 or double the value of the fraud, whichever is greater, or both. Additional civil penalties may also apply.

Basin Transit or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties. This includes Basin Transit rodeos, recognition dinners, etc.

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## **BASIN TRANSIT**

TO: Board of Directors  
FROM: Cheri Holsclaw, General Manager  
DATE: January 25, 2024  
RE: RFP 24-01 Onboard Passenger Information System

Staff requests authorization to proceed with Request for Proposal (RFP) 24-01 for the design, installation, and maintenance of an Onboard Passenger Information System (OPIS). Implementing an Onboard Passenger Information System can:

- Improve communications between drivers and dispatchers by moving to cellular service or Voice over Internet Protocol (VoIP) with a push-to-talk walkie-talkie, microphone, or similar hands-free technology.
- Reduce paperwork by providing for the count of passengers, either through equipment installed onboard buses that automatically count passengers or a manual process where drivers enter the information onto their tablets.
- Increase safety and security of Basin Transit's public transit system through identification of vehicle location, improved video/camera connectivity and monitoring.
- Allow drivers to receive speed alerts, route and schedule adherence alerts, and dispatch messaging; and send emergency alerts and messages to dispatch.
- Provide real-time transit information to customers.

**STAFF RECOMMENDATION: APPROVE RFP 24-01 ONBOARD PASSENGER INFORMATION SYSTEM**





**MORONGO BASIN TRANSIT AUTHORITY  
(BASIN TRANSIT)**

**REQUEST FOR PROPOSAL (RFP) NO. 24-01**

***Notice to Contractors, Instructions to Bidders,  
Special Provisions, Proposal & Contract to:***

**DESIGN, INSTALL AND MAINTAIN**

**Onboard Passenger Information System (OPIS)**

**TRANSMIT PROPOSALS TO:**

Cheri Holsclaw, General Manager  
Basin Transit  
62405 Verbena Road  
Joshua Tree CA 92252

Questions regarding the solicitation process and the scope of work should be directed to Cheri Holsclaw at [cheri@basin-transit.com](mailto:cheri@basin-transit.com) or 760.366.2986. All questions should be submitted in writing by mail, or e-mail no later than no later than Monday, March 25, 2024, by 3:00pm These questions, along with their answers, will be forwarded to all firms that have notified Basin Transit of their interest in submitting a proposal.

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## SECTION I - RFP KEY DATES

Friday, March 1, 2024	RFP Issue Date
Thursday, March 14, 2024 at 10:00am	Pre-Proposal via online/zoom meeting - see Section III.C
Monday, March 25, 2024 by 3:00pm	Question Submittal and Deadline to notify Basin Transit of Interest to Submit a Proposal
Friday, April 5, 2024 by 3:00pm	Basin Transit Responses to Questions
Wednesday, May 1, 2024 by 3:00pm	Proposal Due Date
To Be Determined	Vendor Interviews (If Needed)
To Be Determined	Recommendation to Basin Transit Board for Contract Approval
To Be Determined	Notice to Proceed

Note that all times referenced in this Request for Proposal are based on Basin Transit's local time which is Pacific Standard Time (PST).

**SECTION II - NOTICE OF REQUEST FOR PROPOSALS (RFP) No. 24-01**  
**Onboard Passenger Information System (OPIS)", (hereinafter referred to as "Project")**

Morongo Basin Transit Authority (branded and operated as Basin Transit) invites proposals from qualified firms to provide services to design, install and maintain an Onboard Passenger Information System ("OPIS") for Basin Transit's services. A detailed Scope of Work is identified in this RFP in Section V.

Firms intending to submit proposals should note the "Key RFP Dates" on page 3 of this RFP. The RFP updates and addenda, together with other important information are available on Basin Transit's website at [www.basin-transit.com/procurement/](http://www.basin-transit.com/procurement/). Firms are requested to check the website periodically, and no less frequently than weekly, for RFP updates, addenda and other information. All proposers will be held accountable for compliance with all updates, addenda and other information posted on the website. Please note that Basin Transit will not be responsible for mailing any addenda, schedule updates or other information to any firm. Firms submitting proposals will be evaluated based on qualifications, prior experience with the same or similar type of services identified in the attached Scope of Work, proposed staffing, the firm's understanding of the needs and requirements of the Project as identified in this RFP, and overall best value to Basin Transit.

Proposals are due on or before **3:00pm, Wednesday, May 1, 2024**. A Pre-Proposal Conference is scheduled for 10:00am, Thursday, March 14, 2024 via an online meeting/zoom (refer to Section III.C for connectivity instructions). Although participation in this conference is not mandatory, Basin Transit strongly encourages potential proposers to participate.

All firms interested in proposing, as well as all questions related to this RFP must be put in writing and emailed to Basin Transit by no later than Monday, March 25, 2024 by 3:00pm. The Subject of the email should be Titled "Intent to propose and Questions for RFP #24-01" and submitted electronically to: [cheri@basin-transit.com](mailto:cheri@basin-transit.com). Questions received after the deadline may or may not be responded to at the Basin Transits' sole discretion.

Should a contract be awarded, the awarded firm will be required to comply with all applicable laws and regulations including but not limited to, equal opportunity laws and regulations. Firms using subcontractors are encouraged to subcontract with small and disadvantaged business enterprises (DBEs) to the maximum extent possible.

Basin Transit intends to utilize State and/or local revenue to fund this project. The award of this contract is subject to the availability, appropriation and receipt of State and/or local funds sufficient to carry out the work identified in this RFP. This contract will not be subject to Federal requirements.

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Cheri Holsclaw, General Manager

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Date

## **SECTION III - PROPOSAL SCHEDULE**

### **A. SCHEDULE**

The RFP will follow the schedule outlined on page 3 of the RFP. It is the responsibility of proposers to check the website periodically, for RFP updates, addenda and information that may change or be added post RFP release. Note that Basin Transit will not be responsible for mailing addenda, schedule updates or other information to any firm.

### **B. ADDENDA**

Any changes to this RFP will be made by written addendum. Basin Transit will not be bound to any modifications to or deviations from the requirements set forth in this RFP as a result of any oral discussions and/or instructions. Proposers shall acknowledge receipt of any addenda in their proposal and will be held accountable for compliance with all updates, addenda and other information posted on the website.

### **C. PRE-PROPOSAL CONFERENCE**

An online/zoom Pre-Proposal Conference is scheduled for 10:00am, Thursday, March 14, 2024. The Conference is online only, as Basin Transit will not host proposers at their offices. To register for the Pre-Proposal meeting, email [cheri@basin-transit.com](mailto:cheri@basin-transit.com) by 12:00pm (PST), March 13, 2024.

Be aware that all proposers will be held accountable for compliance with all information and instructions given at the Pre-Proposal Conference.

### **D. QUESTIONS, NOTIFICATION AND RESPONSES**

Proposers are encouraged to submit questions regarding the RFP and the Scope of Work ("SOW") via email, prior to 3:00pm on Monday March 25, 2024. This is also the deadline to notify Basin Transit, in writing, of your firm's interest in submitting a proposal. This notification does not bind your firm in submitting a proposal, it merely allows Basin Transit the ability to track and if needed, communicate with all interested proposers in a timely manner. Questions submitted by the deadline, along with questions and answers from the Pre-Proposal Conference, and Basin Transit's responses to all questions, will be forwarded to all prospective proposers via email by no later than Friday, April 5, 2024 by 3:00pm **Forward questions and notify Basin Transit of your interest to propose, to: Cheri Holsclaw, General Manager at [cheri@basin-transit.com](mailto:cheri@basin-transit.com).**

Proposers, nor anyone representing a proposer, shall not discuss the RFP with any Basin Transit Board Member, or any other officer or employee or contractor of Basin Transit or its member agencies and their appointed or elected officials, other than the staff identified herein. Any party attempting to influence any part of the proposal submittal or evaluation process through ex parte contact with any Basin Transit officials may result in Basin Transit rejecting their proposal and disqualification of the proposer.

### **E. CONTRACT TYPE**

Basin Transit anticipates a firm-fixed price contract will be used as the approach for the Project and the resulting contract. Any work provided by the consultant that is not specifically covered by the contract will not be reimbursed. Please refer to the professional services agreement template in Attachment E, for detailed information.

### **F. INFORMED PROPOSER**

Proposers shall review the Scope of Work, (Section V) and other attachments for a

complete understanding of the RFP terms and conditions. Proposers are expected to be fully aware of the conditions, requirements, and SOW before submitting any proposal. Failure to do so will be at the proposer's own risk. By submitting a proposal, the proposer represents that it is legally qualified and fully capable of performing quality work to achieve Basin Transit's objectives and comply with all requirements identified in this RFP.

#### **G. CONFLICT OF INTEREST**

Any person or firm that has assisted Basin Transit in preparing any aspect of this RFP or any cost estimate associated with this project is prohibited from submitting a proposal in response to this RFP. Firms that received assistance from any such person or entity, or who will use the services of such person or entity in performing the work will be disqualified. A firm that is prohibited from submitting a proposal in response to this RFP will not be prevented from participating in future projects to the extent that no direct conflict of interest exists at the time.

By submitting a proposal in response to this RFP, the prospective consultant warrants that he/she/they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement; that no appointed or elected official, member or other officer or employee of Basin Transit or its member agencies is interested directly or indirectly, in any manner whatsoever in or in the performance of the agreement or in the supplies, work or business to which it relates or in any portion of the profits thereof; or has been or will be offered or given any tangible consideration in connection with this proposal and/or agreement. Prospective consultant covenants that neither prospective consultant nor, to the best of the prospective consultant's knowledge after diligent inquiry, any director, officer, owner or employee of the firm has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the faithful performance of the agreement. In the event that the prospective consultant has no prior knowledge of a conflict of interest as set forth above and hereafter acquires information which indicates that there may be an actual or apparent violation of any of the above, prospective consultant shall promptly bring such information to the attention of General Manager as soon as it is known, prospective consultant shall thereafter cooperate with Basin Transit's review and investigation of such information, and comply with any instruction it receives from the General Manager in regard to remedying the situation.

## **SECTION IV - INTRODUCTION & BACKGROUND**

### **A. INTRODUCTION**

Morongo Basin Transit Authority (branded and operated as Basin Transit or "Basin Transit") seeks proposals from qualified firms to establish a contract to supply Basin Transit with the following services: design, provide, and install the specified Onboard Passenger Information System at hosted locations, and on-board Basin Transit vehicles. The specific work requirements are detailed in Scope of Work - Section V.

### **B. BACKGROUND**

Basin Transit is a joint powers agency and operates public transit services in 10 desert communities including Yucca Valley, Twentynine Palms, Joshua Tree, and unincorporated areas within San Bernardino County, extending south to Palm Springs in neighboring Riverside County. Much of the Morongo Basin's residential and commercial development is along the State Route 62 corridor between Yucca Valley in the west and Twentynine Palms in the east. This development parallels the northern border of Joshua Tree National Park and is largely the service area for Basin Transit routes. Two regional, long-distance routes, 12 and 15, connect the Morongo Basin to Palm Springs.

Basin Transit runs three types of routes: neighborhood shuttles, intercity service, and longer-distance service to Palm Springs. The majority of Basin Transit's neighborhood shuttle routes run between 18 and 24 miles in length; Route 21 runs on a 48-mile loop; the intercity route runs between 27 and 43 miles; and the longer-distance routes run between 39 and 79 miles, depending on point of origin relative to Palm Springs.

While most bus routes have designated fixed stops, in some areas there are no posted bus stops, and passengers may flag the driver to board. Deviations to the fixed route are also available to passengers who are unable to get to regular fixed stops by reserving at least one hour in advance. All routes will deviate up to ¾-mile, except for Route 21, which will deviate up to 1.5 miles. These deviations add slight variability and unpredictability both to the length of runs and blocks, and to the terrain over which the buses operate.

There are eight light-duty vehicles (non-revenue) that are used to assist in daily operations, maintenance, supervision and dispatch.

Dispatching of vehicles and communication with the drivers is conducted from the Joshua Tree facility. Basin Transit does not currently utilize changeable message signs nor electronic message boards at any bus stops or transit centers. Basin Transit does not anticipate the project to integrate with any other public agency's systems or networks. The only integration requirement is to upload data/provide a handshake to TransTrack software platform, which provides integrated analytics and data management tools (discussed further in Section V).

Basin Transit allows riders to purchase passes ahead of time using their phone with the Token Transit app, or paying with cash when boarding the bus. Free fares are eligible for small children (age 5 or under) and students K-12 during FY2023/24 and FY2024/25. Fare discounts are available to senior citizens (age 60 and over) and people with disabilities. More details can be found at <http://basin-transit.com/fares/>.

<b>FARE TYPES</b>	<b>COST</b>	
<b>Intercity Highway Routes (1A, 1B &amp; 1X)</b>		
Adults	\$2.50	
Seniors/Disabled	\$1.25	
<b>Neighborhood Shuttle (3A, 3B, 7A, 7B &amp; 21)</b>		
Adults	\$1.25	
Seniors/Disabled	\$1.00	
<b>Route 12</b>	<b>1-Way</b>	<b>Round Trip</b>
Originating: 29 Palms	\$10.00	\$15.00
Originating: Joshua Tree or Yucca Valley	\$7.00	\$11.00
Originating: Morongo Valley	\$5.00	\$9.00
All Locations (Seniors/Disabled)	\$4.50	\$9.00
10-Ride Punch Pass (route 12 only)	\$42.00	
<b>Route 15</b>	<b>1-Way</b>	<b>Round Trip</b>
Originating: 29 Palms	\$20.00	\$25.00
Originating: Joshua Tree or Yucca Valley	\$17.00	\$21.00
Originating: Morongo Valley	\$15.00	\$19.00
All Locations (Seniors/Disabled)	\$14.50	\$19.00
<b>Bus Passes (Valid on routes 1, 3A, 3B, 7A, 7B &amp; 21)</b>		
Day Pass (Standard)	\$3.75	
Day Pass (Senior/Disabled)	\$3.00	
31-Day Go Pass (Standard)	\$40.00	
31-Day Go Pass (Senior/Disabled)	\$25.00	
<b>Ready Ride Services</b>		
Adult	\$5.00	
Seniors/Disabled	\$2.00	
10-Punch Discount Pass	\$12.50	
20-Punch Discount Pass	\$25.00	



### **C. BASIN TRANSIT'S RIGHTS**

Basin Transit reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in a proposal. Basin Transit reserves the right to withdraw or cancel this RFP at any time without prior notice and Basin Transit makes no representation that any contract will be awarded to any firm responding to this RFP. Basin Transit reserves the right to reject all proposals and to re-issue (or not re-issue) a new RFP for the same or similar Work. Basin Transit reserves the right to postpone proposal openings for its own convenience. Proposers may withdraw their proposals before the proposal submittal date by submitting a written request signed by an authorized representative of the firm and delivered to Basin Transit's General Manager.

Basin Transit makes no representation that any contract will be awarded to any firm responding to or as a result of this RFP. No Proposer shall have the right to make a claim against Basin Transit in the event Basin Transit accepts a proposal or does not accept any or all proposals.

### **D. PRE-CONTRACTUAL EXPENSES**

Basin Transit shall not be liable for any pre-contractual expenses incurred by Proposer and its team, in preparation or submittal of their proposal. The proposer shall not include any such expenses in their proposal. Prohibited pre-contractual expenses include any and all expenses incurred by the Proposer and its team prior to executing a contract and Basin Transit issuing a Notice to Proceed (NTP).

## SECTION V - SCOPE OF WORK

Basin Transit seeks to contract with a Consultant (referred throughout as Consultant Proposer, Firm, Team or Contractor) to design, install and maintain an Onboard Passenger Information System (referred throughout as Project, Program or System) for all of Basin Transit's routes. Activities include development, testing and implementation, as well as post-implementation support including, but not limited to, ongoing maintenance, product warranty and program enhancements (if requested) during the contract term. The services and goods to be provided shall be developed according to the RFP Scope of Work (SOW) and shall conform to the following concepts and requirements. Proposers will provide a written narrative explaining the methodology for completing the SOW.

### A. PROJECT GOALS

Basin Transit seeks a Consultant to develop and implement a System that achieves the following goals:

1. Accountability: ensure that Basin Transit is providing timely delivery of transit services in accordance with its published timetables, which will result in improved schedule adherence and timed transfers.
2. Real Time Passenger Information: provide real-time transit information to customers via in-vehicle passenger information systems, the Internet, Quick Response Codes (QR Codes), as well as mobile "apps" for iOS and Android smart phones.
3. Safety: Increase safety and security of Basin Transit's public transit system, through identification of vehicle location, improved video/camera connectivity and monitoring all resulting in expeditious response time during incidents and emergencies.
4. Communication: Reduce paperwork and improve/expedite communication between dispatch, drivers, mechanics, supervisorial and administrative staff.
5. Transit Management: Increase the availability of data for Basin Transit's operations for the purposes of enhanced transit management, service planning and reporting.
6. Productivity: As a result of improved schedule adherence and easier passenger access to information, increase Basin Transit's ridership and improve customer satisfaction.

### B. CONCEPT OF OPERATIONS

In general, Basin Transit prefers an "out-of-the-box" system that is hosted and served from a central data center and provides password-protected accessibility from any Internet capable desktop, laptop, tablet or smart phone. Basin Transit intends to utilize the system for all of its public transit services, for tracking, scheduling, dispatching, passenger information and all other proposed purposes. By use of both digital map-based and tabular displays, Basin Transit's dispatchers will track and be able to identify locations of all revenue vehicles and be able to in real-time, observe onboard bus activity (in addition to storing video data). The capability to exchange status and command information between drivers and dispatch will result in a reduction of paperwork, reduce the need for voice traffic and result in clearer/documented instructions. From a customer service perspective, riders and staff will be able to monitor all bus locations and status in real time. The System shall be able to count all passengers by fare type as they board and disembark the buses.

The system will have the ability to track bus location versus schedule for each bus in service and inform the driver and dispatch when a variance exists (whether the bus is early or late, based on Basin Transit parameters which may vary from route to route). The system shall generate logs and data that record the operations and have the capability to generate ridership and operating reports. The System will simultaneously broadcast to customers and the public,

vehicle location and arrival times via Internet-connected devices. Basin Transit would also like to explore providing wi-fi onboard routes 12 & 15 and potentially all fixed route buses.

Since the System will track/report on vehicle locations, Basin Transit will have a greater understanding of where service issues impact on-time performance. Data from system operations shall be transmitted while the vehicle is in service and if necessary, at the end of the shift/workday through Basin Transit's wireless network at its facility. This will result in a wealth of data for Basin Transit to plan for new service and tailor existing service to best meet its mission and goals. The core system will be hosted in the "cloud" with assurances that Basin Transit receives the benefits of timely upgrades and enhancements, and information is available in a timely manner across all platforms.

### **C. GENERAL SCOPE**

In response to the RFP and SOW, the Proposer shall include all labor, freight, taxes, software, hardware, spare parts, warranty and any miscellaneous components necessary to implement a fully functioning Project to be maintained and supported by the Contractor for a period of not less than five (5) years, commencing from the date of final testing and acceptance of the system by Basin Transit. Although specific components were identified as the most beneficial technologies to realize Basin Transit's Project objectives, Basin Transit welcomes proposer recommendations that could improve the system (in addition to those components identified as optional, or, alternatives to components/hardware Basin Transit already owns/in use). The System shall meet Basin Transit's expectations and requirements to address Basin Transit's data needs in real-time and on demand, addressing:

1. system architecture;
2. hardware, software and functionality;
3. mobile capabilities;
4. querying, reporting and mapping;
5. security;
6. performance;
7. communications needs and availability;
8. training; and
9. maintenance.

### **D. CURRENT HARDWARE AND EQUIPMENT**

Basin Transit prefers that the services provided as a result of this RFP, utilize mounted tablets with cellular service or Voice over Internet Protocol (VoIP) and GPS. A summary of the current revenue fleet, current cameras and equipment installed, is provided in Attachment F - Summary of Revenue Vehicles, Onboard Equipment and Technology.

Basin Transit will have the option to contract with the cellular provider directly for those services. However, each proposer should incorporate into their proposal a monthly estimate for cellular services that would result from proposer's system implementation.

### **E. TECHNICAL REQUIREMENTS**

The technical requirements for implementing the proposed Project includes the following:

1. Vendor-hosted, "cloud-based" web portal System, with 24/7 customer support.
2. In vehicle device integration to include:
  - a. On-board GPS Verizon cellular or Voice over Internet Protocol (VoIP) enabled tablets to serve as mobile data terminals, contained in ruggedized cases and mounted near the driver seat, with onboard charging and additional interfaces for future peripheral connections.
  - b. Capable of gathering operating data. All data from the tablets must integrate to

- upload data/provide a handshake to TransTrack software platform.
- c. The tablets are able to connect while driver is holding the tablet, either inside or outside the vehicle.
  - d. Either the tablets or the buses should enable Global Positioning System (GPS)- based Automatic Vehicle Location (AVL) and position transmission technologies.
  - e. Provide for the counting of passengers by fare type (see Section IV.) as they board and disembark from buses, either through equipment installed onboard buses that automatically counts passengers as they board or disembark, or, a manual process where Drivers enter the information onto their tablet.
  - f. Allows a timekeeping app to be installed, such as ADP, to allow drivers to clock in and out for meal breaks.
  - g. Push-to-talk walkie-talkie, microphone or similar hands-free technology to allow drivers to communicate with dispatchers while meeting Federal Motor Carrier Safety Administration (FMCSA) requirements.
  - h. Ability to communicate with dispatchers using the same push-to-talk walkie-talkie, microphone or similar hands-free technology on all eight non-revenue vehicles.
3. Drivers will be able to:
- a. Login and navigate through the System through a clear, concise user interface.
  - b. Receive speed alerts, route and schedule adherence alerts, and dispatch messaging; and send emergency alerts and messages to dispatch.
4. Administrative and reporting capabilities shall include:
- a. GPS/AVL will provide vehicle tracking, mapping and reporting capabilities, as well as determine entry and exit from stops with software or interface allowing the creation of routes of travel and geo-coding or location identification software for the purpose of identifying stops and waypoints.
  - b. Web-based, real-time customizable alerts/features, incident management monitoring, performance alerts, messaging between supervisors/dispatch and drivers, routing information, as well as real-time updates to driver manifests for Basin Transit's services via desktop, laptop and mobile applications.
  - c. Trip planner interface allowing export of data into format used by Google Transit Feed System (GTFS).
  - d. Basin Transit utilizes a software platform called TransTrack, which is a business analytics and data management system specific to transit agencies, which aggregates data from multiple sources for performance monitoring and reporting. The web-based system acts as a system consolidator or data warehouse focused on key transit agency information for display using business analytics and is able to draw data from multiple sources. Basin Transit exports the data collected by TransTrack for Board reports, reports to funding agencies, and for annual State and Federal compliance with National Transportation Database (NTD) reporting. Basin Transit requires the selected System provide an upload/interface/handshake of all data gathered to TransTrack, on a daily basis either live/while on route, or at the end of a driver's shift. Data to upload will include, but not be limited to, System performance statistics, monitoring/management of on-time performance, passenger reporting, etc.
  - e. Customizable, executive dashboards.
5. Real-time Traveler Information System to include:
- a. Real time arrival (RTA) predictive information.
  - b. Mobile "apps" for iOS and Android smart phones for public and for management/supervisors/dispatchers.

- c. Ability to push text/SMS messages to users.
- d. Mobile friendly browser, QR Codes, and website portal for 24/7 access.
- e. End-user customization services for public real-time schedule and route information including public access to information via major bus stop information signs.
- f. Automated on-board audio-visual announcement system to announce upcoming stops and other information TBD (date time, route info and direction, etc.).
- 6. The Project shall comply with system engineering requirements and applicable Regional and Federal ITS standards.
- 7. Optional features (to price separately), include, but are not limited to:
  - a. Password protected Wi-Fi availability to riders.
  - b. Integrated HD Video Security Camera System, where Basin Transit can monitor buses in real time and the resulting video is stored in the cloud. All video is currently captured on removable hard drives and available for up to three (3) weeks, at which time current video records over the old video. Basin Transit uses different software to access the feeds and when extracting video.

## **F. TASKS AND DELIVERABLES**

1. **Project Management:** The Contractor will designate a single point of contact (Project Manager) for the duration of the Contract. Identify all tasks in sufficient detail to permit task-by-task assessment of progress based on milestones, deliverable accountability, resource identification and allocation, as well as the following subtasks:
  - a. Basin Transit requires the Contractor's Project Manager to be in frequent contact with Basin Transit during development, providing weekly emails of work to be conducted, if there are any issues or delays, coordination, etc. Basin Transit expects frequent, but brief communication during the development phase.
  - b. Contractor shall provide a monthly progress report that summarizes staff allocations and assignments as required to meet the contract scope, work to be accomplished in the upcoming month period and if any changes to the implementation schedule.
  - c. Each month along with the Contractor's invoice, Contractor shall summarize the work completed by task, percentage of work completed by task, work to be completed within the next month period, adherence to project budget, and a summary of any problems encountered and if any, timeline for Contractor resolution.
  - d. Upon Basin Transit's acceptance of System (once project is in maintenance phase), Contractor reporting shall be monthly along with monthly invoices (unless an incident or additional work is assigned, then that reporting shall be weekly until implemented).

### **Deliverables:**

1. Kick-off meeting Agenda, status of completing the scope and timeline, and summary and action items of meeting;
  2. Monthly invoices with progress report;
  3. Project Manager weekly email providing a brief "status report" of activities conducted and to be conducted during development and implementation; and
  4. As required updates and reports.
2. **System Design:**
  - a. Translate the system requirements into a technical design to be used as a guide for the development of the System.
  - b. Define the approach for system implementation and required components.
  - c. Describe specific component specifications, including, but not limited to all hardware, software, platform, and communications solutions that will be used.

- i. Identify useful life of all hardware products.
  - ii. Define Basin Transit hardware and software required for use of Contractor's software, local area network connection, internet connections, passenger counting, internal message display signs, tablets and computer infrastructure.
- d. Define any additional issues Basin Transit has with Verizon cellular coverage and possible liabilities or "dead areas" due to communication interruptions; if an impact to Contractor's system, provide solutions to these issues;
- e. Detail a training and implementation plan specific to Basin Transit.
- f. Detail a disaster recovery and system stability plan.

**Deliverables:**

- 1. Technical design documentation;
- 2. Training and implementation approach; and
- 3. Disaster recovery and system stability plan.

### **3. System Installation**

- a. Provide installation schematics, by bus type, for equipment installation.
- b. Provide factory acceptance test documentation for each component to be installed.
- c. Furnish and install required on-site components and configure remote/hosted devices to communicate with Basin Transit systems.
- d. General Basin Transit hardware requirements will include:
  - i. Vehicle installed devices: ruggedized cases for tablet devices, capable of reliable and continuous operation in service environment of transit buses, including temperature and humidity variations, shocks, electrical supply variations and vibration.
  - ii. Tablet mobile devices: Capable of sustained operation for up to 18 hours at a time under both vehicle and auxiliary power sources.
  - iii. Desktop/laptop services: capable of being operated on computers used for other general office purposes without significant degradation in performance and capability.
  - iv. Back-end devices: Back-end devices are expected to be in a vendor-hosted environment and are expected to be provided by and maintained by the vendor. Basin Transit is not expecting to maintain or provide a server environment.
- e. General Basin Transit software requirements will include:
  - i. User-friendly, responsive, graphically based interface.
  - ii. Administrative tools including user report customization, the ability to set security levels and user access rights, and diagnostic functions to measure system health and detect defects.
  - iii. Data archiving tools including automatic archiving of daily data, online storage of at least 12 months of data, accessible at any time by Basin Transit staff, and offline storage of all data for the previous five years. Online and offline data will be based on Basin Transit's fiscal year of July 1 through June 30 of each year, and not on a calendar year basis. Offline storage data shall be made available to Basin Transit at no cost to Basin Transit within 48 hours of request.
  - iv. On-bus devices shall use the simplest possible interfaces required to perform necessary tasks so as to minimize driver attention requirements.

**Deliverables:**

- 1. Memorandum summarizing installation approach, components, hardware software requirements;
- 2. Vehicle installation drawings and diagrams;



3. Factory acceptance test documentation; and
4. Hardware and software components, and peripherals.

#### **4. System Testing**

- a. Prepare system-testing plan that details testing methods to include pass/fail criteria.
- b. Verify all system components and total system functions according to technical requirements and specifications.
- c. Coordinate with Basin Transit staff on scheduling of tests, performance of acceptance tests and review of testing results.
- d. Conduct availability testing to confirm that all components operate correctly on an individual basis and communicate correctly within the entire system.
- e. Conduct seven-day availability test to confirm correct operation of the entire system.
- f. Conduct 30-day reliability test to verify continuous reliable and correct operation of the entire system. This will include the vendor conducting two full consecutive weekdays of manually recording passenger boarding and alighting activity to confirm that the APC system is 95% correct; the recording sheets tallied by the surveyors will be provided to Basin Transit for verification.

##### **Deliverables:**

1. System testing plan, that includes a schedule, staff resources required, as well as pass/fail criteria;
2. Memorandum summarizing seven-day test results; and
3. Memorandum summarizing 30-day test results, as well as corrective action plan (if needed).

#### **5. Training and Documentation**

- a. Prepare and deliver training plan, training activities, training materials and system documentation. Training plan shall describe the resources provided and a preferred training path for drivers, maintenance staff, dispatchers, supervisors and administrative staff;
- b. Training plan shall include training sessions (prefer at least one on-site), written tutorials, web-based learning, and train-the-trainer resources. Training plan shall include an estimated number of hours to complete a competent level of system understanding by Basin Transit staff as it applies to the different roles but not limited to drivers, maintenance staff, dispatchers, supervisors and administrative staff; and
- c. Deliver system documentation, to include, but not be limited to "as-built" system and component design documents, records of all required testing and acceptance procedures, warranty certificates for all components, training materials, and user and administration reference manuals.

##### **Deliverables:**

1. Training Plan, materials and system documentation;
2. Written tutorials, web-based learning and train-the-trainer resources; and
3. System documentation that includes a user manual and an administrative reference manual.

#### **6. Warranty, Maintenance and Spare Parts (Includes Deliverables):**

- a. Provide three-year warranty for all system components (hardware and software), and total system that includes a warranty certificate for three years following completion of vendor reliability testing and acceptance by Basin Transit.
- b. Documentation and support, to include telephone, e-mail and remote support for

three-hour and 24-hour response incident levels during normal business hours and after-hours incident reporting.

- c. Provide two (2) years of maintenance support following the warranty period.
- d. Provide an operations and maintenance agreement detailing how the Contractor will service system or component defects and failures for the two-year period starting at the end of the warranty period.
- e. Provide spare parts to ensure functioning of the system. Spare parts inventory sufficient to cover likely failures over the first five years of service. Spare parts may also be used to perform or configure test environment.

**7. Optional Task(s) - If Proposed by Proposer and to be accepted by Basin Transit.**



## **SECTION VI - GENERAL INFORMATION**

### **1. GENERAL INSTRUCTIONS**

1. In submitting a proposal, proposers must comply with the performance criteria as set forth in the following instructions. All proposals will be reviewed thoroughly prior to any selection to determine if proposers have met all proposal condition criteria as set forth in this RFP.
2. The words "Basin Transit" and/or "Morongo Basin Transit Authority" are used in these instructions interchangeably, to reference the funding and operating Agency. The words "offer", "contract proposal", and "proposal" are synonymous, and it is understood that once Basin Transit accepts the same, the document may be incorporated as part of the contract contemplated by these instructions.
3. The award of a contract or contracts under this RFP will be based on competitive negotiated procurement procedures, and proposals submitted in response to this RFP will be subject to negotiation. A Basin Transit Evaluation Committee will review and screen proposals. Proposers submitting responsive proposals may be considered for a subsequent interview and contract negotiation at their own expense. Proposals will be evaluated based upon criteria presented in Sections VII and VIII of this RFP.
4. Basin Transit may consider proposals for any and/or all elements of the requested items. The quantities and items requested are only estimates and are subject to change.
5. Basin Transit reserves the right to award a contract to a firm solely on the basis of the initial proposal submitted.
6. Required information to be submitted in the proposal must be current, complete and accurate. Please complete the forms referenced in other sections of this RFP. Basin Transit reserves the right to require more information and clarification of information submitted in the proposal in order to complete the evaluation.
7. Note that where two or more firms, persons or entities wish to submit one proposal in response to this RFP, they should do so on a prime/subcontractor basis rather than as a joint venture. Basin Transit will contract with a single firm, person or entity only and not with a joint venture.

### **B. LIMITATIONS**

This RFP does not commit Basin Transit to award a contract, pay any cost incurred in the preparation of a proposal responsive to this RFP, or procure or contract for services. Basin Transit reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with qualified sources, or to cancel in part or in its entirety this RFP if it is in the best interests of Basin Transit. The contents of the proposal submitted by a proposer may become a contractual obligation if a contract ensues.

### **C. PROTESTS**

Basin Transit has the authority to resolve protested solicitations and awards. In the event a proposer desires to protest the proposal or an award, the following procedure shall be used.

1. Any protest must be submitted in writing within ten calendar days after the notice of intent to contract to:  
Basin Transit: Cheri Holsclaw, General Manager  
Mailing Address: 62405 Verbena Road, Joshua Tree CA 92252
2. To be considered valid, the bid protest shall:
  - a. be submitted within ten calendar days after Basin Transit issues a notice of intent

- to contract;
  - b. contain a complete, detailed statement of the basis for the protest;
  - c. include all relevant, supporting documentation; and
  - d. identify the name, address, and telephone number of the person representing the protesting party.
3. In addition, the party filing the protest shall transmit a copy of the protest and any supporting documentation to all other parties with a direct financial interest in the award of the contract and/or the outcome of the contract protest. Such parties shall include all other proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
  4. Basin Transit shall issue a decision within ten calendar days of receiving the bid protest, should that protest meet all criteria included in Section C.2 above.
  5. If Basin Transit determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and thus ineligible for future contract awards by Basin Transit.
  6. The procedure and time limits set forth in this paragraph are mandatory and are the proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest or other legal proceedings.

#### **D. DEBRIEFING**

Any proposer who wishes a debriefing shall submit a written request no later than ten calendar days after award by the Basin Transit Board, to the attention of:

Basin Transit: Cheri Holsclaw, General Manager

Mailing Address: 62405 Verbena Road, Joshua Tree CA 92252

#### **E. PUBLIC RECORDS ACT**

Proposals may be subject to public disclosure under the California Public Records Act and other public records laws. Proposals become the property of Basin Transit when submitted and, by submitting a proposal, the proposer agrees that Basin Transit may use any information, documentation or writing contained in the proposal for any Basin Transit purpose. All Basin Transit public records, as such, may be subject to public review. Documents protected by law from public disclosure will not be disclosed by Basin Transit if clearly marked with the word "CONFIDENTIAL" on each applicable page. Trade secrets may be marked as "CONFIDENTIAL" only to the extent they meet the requirements of California Government Code Section 6254.7. Only information claimed to be a trade secret at the time of submittal to Basin Transit and clearly identified as "CONFIDENTIAL" will be treated as a trade secret. Entire Proposals in which every page is marked "CONFIDENTIAL" may be rejected by Basin Transit if each and every page does not meet the California Government Code Section 6254.7. Consistent with 49 U.S.C. 5325(b)(3)(D), before requesting or using indirect cost rate data, Basin Transit shall first notify and obtain written permission from any Proposer or firm subject to an indirect cost rates audit. If Basin Transit receives a Public Records Act request for a Proposer's or firm's indirect cost rates, pursuant to Government Code Section 6250 et seq., Basin Transit shall also take the above-described precautionary steps.

**F. DISADVANTAGED BUSINESS ENTERPRISES (DBE).** Basin Transit encourages the use of small and disadvantaged firms in its contracting purposes. Basin Transit's annual DBE goal is 6.3%. Refer to information contained in Agreement Attachment 2.

## **G. FURNISHED MATERIALS**

All software, data, reports, and other documents furnished to the awarded firm, or generated during the course of the Project, or for the firm's use in the performance of work or services under this contract shall be made available only for the use in performing this assignment and shall remain the sole property of Basin Transit. All such materials shall be returned to Basin Transit upon completion of the work, termination of the contract, or at any such time that Basin Transit determines. Contractor shall not utilize in print, in its materials or in the media, any Basin Transit data, reports, documents or information without prior written consent of Basin Transit.

## **H. REGULATION CONFORMANCE**

Contractor is bound by the same terms and conditions of applicable federal, state and local regulations that are imposed on Basin Transit for proper administration of this project. All applicable provisions, whether identified herein or not, shall pertain to the project.

## **I. PROPOSER RESPONSIBILITY**

1. Should Proposer find discrepancies in or omissions from these instructions or any of the attachments, or should it be in doubt as to their meaning, it shall at once notify the Project Manager in writing. Written instructions will be sent notifying all known potential Proposers of such discrepancy, if any, and of any changes.
2. The Proposer is required to complete and submit its proposal in the specified format. In addition, the proposal must include the completed information requested in all appendices. Failure to answer all questions fully and correctly may result in the proposal being judged non-responsive. Basin Transit reserves the right to examine all factors bearing on a Proposer's ability to perform the services under the Agreement.
3. The proposal and all other accompanying documents or materials submitted by a Proposer will be deemed to constitute part of the proposal. Proposals may be withdrawn prior to the proposal due date listed in Section III. No proposal may be withdrawn for a period of 120 days after the proposal due date listed in Section III.

## **J. THE AGREEMENT**

The Agreement (refer to Attachment E), along with the Insurance Requirements (Agreement Attachment One) and the proposer's Scope of Services, and other relevant components of the proposal shall constitute the entire agreement for the performance of services described herein. The successful proposer will be required to comply with all terms, conditions, and provisions of the Agreement during the entire contract period. Insurance requirements as specified in Attachment One are mandatory and non-negotiable. Failure or inability to comply with insurance requirements will result in disqualification for non-responsiveness.

## **K. DEBARMENT CERTIFICATION**

The Proposer shall certify that it is not included in the U.S. General Service Administration's list of ineligible contractors.

## **SECTION VII - FORMAT OF PROPOSALS**

Proposer shall submit an original along with three reproductions (four printed copies in total) and one digital copy on a flash drive (including, but not limited to the entire proposal in an Adobe Acrobat PDF format, and the Cost Proposal **Attachment B** in a Microsoft Excel format), of its proposal in the format outlined below. This format will assist Basin Transit in evaluating the proposals. Each proposal shall be presented to Basin Transit in a sealed package, clearly marked with the RFP number and title, and marked with the proposer's name and address. Submit to the following:

BASIN TRANSIT  
Cheri Holsclaw, General Manager  
Proposal in Response to RFP No. 24-01  
62405 Verbena Road, Joshua Tree CA 92252

The contents of the package will be formatted and presented to Basin Transit in the following order:

### **A. PROPOSAL FORMAT/CONTENT**

All proposals shall be typed and single-spaced, with no font smaller than 11-point font size, on 8.5" x 11" paper. The proposal shall be consecutively numbered and shall not exceed 30 pages (excluding the cover page, cover letter, table of contents and other Basin Transit-required forms). Proposals shall be prepared simply and economically, providing a straightforward, concise and clear description of proposer's qualifications to the requirements in the RFP. Special bindings, colored displays, exhibits, promotional, and similar materials are not required, nor desired and will be removed prior to evaluation. Proposals that do not contain the required information will be deemed non-responsive and will not be considered.

A Checklist has been provided in Attachment A, which contains the minimum submittal requirements. This form must be filled out and submitted with the proposal.

If at any time during the RFP process, a firm makes any changes to proposed key personnel or subcontractors, the firm must notify Basin Transit in writing of those proposed changes as soon as they are known. Basin Transit reserves the right to accept or reject such proposed changes or to revise the evaluation scoring to reflect the proposed staffing changes.

### **B. COVER LETTER**

1. Indicate the location of the office from which the work will be performed.
2. Identify the name, email and phone number of the key personnel that will be responsible on behalf of the proposer and team, for all products and services that are proposed.
3. Acknowledgement of all addenda.
4. A statement that the proposal is valid for 120 calendar days from the date of submission.
5. A signature of an authorized person within the prime firm who can bind the firm to the terms and conditions of the RFP and attesting that all information in the proposal is true and correct.

## **C. TABLE OF CONTENTS**

The Table of Contents should include a clear identification of the material, by section and by page number.

## **D. PROFILE OF THE FIRM AND TEAM**

1. Provide a brief profile and history of the prime firm, including, but not limited to:
  - a. the types of services offered,
  - b. how long the proposer has provided the kinds of services requested in this RFP,
  - c. the year founded,
  - d. form of the organization (such as corporation, partnership, sole proprietorship, etc.),
  - e. number, size and location of offices, and if the firm is local, regional, national, or international and
  - f. number of employees.
2. Identify if within the past five years the proposer has ever been terminated from a contract, and if so, describe the facts and circumstances in detail surrounding the termination.
3. Provide a project organizational chart, identifying key personnel and including the role of any subcontractors.
4. Provide the location of the office that would be responsible for servicing this project. Indicate how long this specific office has been in existence and the number of employees in this office.
5. To evaluate the proposer's financial and legal capacity, provide a general description of the firm's current financial and legal condition. Provide a statement as to whether or not the proposer has filed bankruptcy in the last ten years, and any other relevant information within the last ten years documenting the proposer's financial capability to complete this Project, including, but not limited to pending litigation, planned office closures, impending merger or acquisitions that may impact the Project in any which way (positive or negative).
6. Note that references shall be provided in Attachment C, and information to provide includes a description of the work of a similar nature that's identified in this RFP, agency name and location, contract amount, agency contact name, title, telephone number and e-mail address, project length (from notice to proceed to completion, in months) and date the project was completed or estimated project completion date.
7. Identification of all proposed subcontractors including a description of the work to be performed by the firm and each subcontractor proposed and an estimate of the percentage of work to be performed by each subcontractor.
8. A memorandum from a principal of each subcontractor indicating the specific portion of the scope of work the subcontractor will be performing.

## **E. STAFFING AND PROJECT ORGANIZATION**

This section of the proposal should establish the method that will be used to manage the project as well as identify key personnel assigned and their qualifications. Specifically, the proposal shall include:

1. Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this Project, current assignment, level of commitment to that assignment, availability for this assignment, and how long each person has been with the

firm.

2. Provide education, experience and applicable professional credentials of proposed project staff. Furnish brief (1 page each) resumes for the proposed key personnel.
3. Include a project organization chart that clearly delineates communication and reporting relationships among the project staff, including subcontractors.
4. Include a statement that key personnel will be available to the extent proposed, or designated by Basin Transit, for the duration of the project, acknowledging that no person designated as "key" to the Project shall be removed or replaced without the prior written concurrence of Basin Transit.

#### **F. PROJECT APPROACH**

This section of the proposal shall provide a narrative that addresses the Scope of Work and shows a clear understanding of the Project needs and requirements ("work plan").

1. Provide a summary of the approach and methodologies the firm will follow to complete the Scope of Work described in this RFP.
2. Include a project timeline.
3. The work plan shall be of such detail to demonstrate the firm's ability to accomplish the project objectives and to meet the project schedule.
4. Address the firm's staffing resources to complete the project, as well as estimated staffing requirements of Basin Transit.
5. Identify anticipated deliverables that will be provided by the Proposer, by task.
6. Identify any special issues or problems that are likely to be encountered during this project and how they will be addressed.

#### **G. COST PROPOSAL**

1. All Proposals submitted in response to this RFP shall include a "cost proposal" of what the proposer would charge to provide the services requested. Each proposer shall fill out Attachment B - Cost Proposal and provide any additional backup/support to this form.
2. Pricing shall include all travel time and expenses, including airfare and transportation, hotels and meals.
3. All proposals must note that all costs within the scope of the proposal will be performed on a billed as incurred, "not to exceed" basis.
4. Where possible, cost proposal shall include unit costs, total labor hours and/or average hourly rates by task.
5. The number of on-site visits and their lengths of time for each shall also be included in the cost proposal with appropriate costs detailed by hourly rate and number of hours required. All expenses presented for payment shall have invoices and/or proper documentation and shall correspond to the cost proposal.
6. The cost for hosting the system shall be detailed as a separate identifiable item covering a period of five years.
7. Additional ongoing costs such as data transmission devices (Verizon cellular or VoIP service fees) shall also be detailed as separate items. Note that cellular or VoIP service fees will be contracted directly between Basin Transit and Verizon or VoIP provider.
8. The cost proposal should be completed on the form provided per Attachment B and provided to Basin Transit in an Excel comparable format upon proposal submission. Additional documentation providing greater detail may be provided by the proposer.



## **H. CONFORMITY WITH BASIN TRANSIT AGREEMENT AND PROVISIONS**

1. Basin Transit does not anticipate making substantive changes to the Professional Services Agreement template (Attachment E). In such, proposers are asked to include in their proposal any written exceptions to or deviations to the Agreement template.
2. Proposers are to also include in their proposal any written exceptions to or deviations to Basin Transit's Scope of Work (Section V).
3. Proposers are to include in their proposal that they are able to conform with the insurance provisions (Agreement Attachment One) and if not, identify any written exceptions to or deviations to the insurance requirements provisions identified herein.
4. If no exceptions are noted in the submitted proposal, proposers will be deemed to have accepted all Agreement terms and conditions, Scope of Work conditions and Federal contract provisions.
5. Note that Basin Transit reserves the right to reject any proposal where identified exceptions or deviations are considered non-negotiable by Basin Transit.

## **I. INSURANCE PROVISIONS**

1. Proposer shall affirm they have read and they understand the insurance requirements as outlined in Attachment One Insurance Requirements for Professional Services.
2. The proposer shall affirm they have read and agree to Indemnity language in the template professional service Agreement Attachment E, Indemnity, unmodified.
3. Proposer agrees to furnish Basin Transit with original insurance certificates and endorsements immediately following award of contract. Certificates and endorsements shall refer to policy numbers. All certificates and endorsements are to be received and approved by Basin Transit before work commences and must be in effect for the duration of the contract and Basin Transit reserves the right to require completed copies of all required policies and endorsements.

## SECTION VIII - EVALUATION PROCESS

The primary objective of Basin Transit is to select a qualified firm to perform the Work identified in this RFP and more specifically, in the Scope of Work (SOW). In addition, the following criteria will be used in the selection process: the selection process shall be fair, open, and competitive; the selection of the firm will be based on clearly stated objectives identified in this RFP; the selection of the firm shall be based upon demonstrated competence, professional qualifications, experience, and capabilities to perform the required work identified in this RFP and in the SOW.

### A. SUBMITTAL DEADLINE

Only those proposals received by the submittal deadline on or before the date identified in Section I – RFP Key Dates, and as outlined in Section III - Proposal Schedule, will be evaluated by Basin Transit's Evaluation Committee. Postmarks will be accepted in lieu of receiving the proposals by the date and time specified. Proposals received after the date and time specified may be returned to the firm without further consideration or evaluation.

### B. RESPONSIVENESS CRITERIA

All proposals will then be evaluated based on their responsiveness to the criteria as outlined in this RFP, including, but not limited to:

1. Submittal meets Basin Transit deadline;
2. Organization of proposal, in that the Proposals must be submitted as required in the "Format of Proposals", Section VII; and
3. Completeness of proposal, in that all required forms and information are contained, completed, signed and dated.

### C. EVALUATION CRITERIA

Basin Transit intends to use a Best Value method to determine which proposal is most advantageous to the agency's goals. Technical and Financial merit will be evaluated simultaneously, and scores will be combined on the following criteria, noting that scores may be fractions and that ratings will be scaled so that the best proposal in each element will receive the maximum points for that element.

Category	Evaluation Criteria	Maximum Points
<b>Experience &amp; Qualifications of the Firm/Team</b>	<ol style="list-style-type: none"><li>1. Specialized experience or knowledge of firm in developing &amp; implementing comparable projects;</li><li>2. Demonstrated competence of the firm, including sub- contractor(s) to perform SOW requirements;</li><li>3. Knowledge of SOW applications in fixed route, paratransit, information services in a transit setting (rural preferred);</li><li>4. Evidence of satisfaction of current clients with firm's experience and work demonstration; and</li><li>5. Integrity and reputation of project Team.</li></ol>	15



<b>Experience &amp; Qualification of Key Staff</b>	<ol style="list-style-type: none"> <li>1. Professional qualifications and experience of key project personnel, as demonstrated by key personnel resumes in the Proposal;</li> <li>2. Relevant experience of the project Team in developing and implementing comparable projects;</li> <li>3. Proposed Team/personnel's experience appropriate for technical and management requirements of the Project;</li> <li>4. Staff with knowledge of public fixed route, DAR, and information systems requirements in a rural transit setting; and</li> <li>5. Time commitment of key personnel and Team members.</li> </ol>	20 -
<b>Work Plan &amp; Technical Approach</b>	<ol style="list-style-type: none"> <li>1. Demonstrates a depth of understanding of the project, as outlined in RFP and <b>SOW</b>;</li> <li>2. Approach, methodology and technology reflects the ability to provide the work requested, a responsive implementation plan and schedule;</li> <li>3. Fully addressed warranty, technical support, training, and documentation; and</li> <li>4. Is responsive to the functional and technical requirements and needs of the agency and service area.</li> </ol>	40
<b>Price &amp; Cost Effectiveness</b>	<ol style="list-style-type: none"> <li>1. Capital cost for system meets the RFP and SOW required elements;</li> <li>2. Overall capital cost for system providing all desired and any optional elements (as provided in proposers response);</li> <li>3. Cost effective ongoing operating &amp; maintenance costs (contractor and Basin Transit staff), as well as annual support/maintenance fees;</li> <li>4. Points will be awarded based on the reasonableness of total costs based on anticipated requirements; adequacy of data in support of figures quoted and basis on which prices are quoted.</li> </ol>	25
<b>Total Maximum Points to be Awarded</b>		<b>100</b>

## **B. INTERVIEWS**

Upon review of the proposals, a shortlist of firms within the competitive range may be invited to an interview scheduled, at Basin Transit's office between the hours of 9:00 am and 5:00 pm. The exact time of the interviews by proposer will be determined by the Evaluation Committee and communicated to the shortlisted proposers by no later than 5:00 pm on Friday, May 10, 2024. The determination of the competitive range is at the sole discretion of the Evaluation Committee. Proposers who are invited to the interview will be asked a series of questions that pertain to the RFP and correspond to the above Evaluation Criteria. The shortlisted proposers will be scored based on the Evaluation Criteria during the interview. Basin Transit may choose, at its sole discretion, to not interview all or any proposers.

## **C. AWARD**

Basin Transit will receive a recommendation from the Evaluation Committee based on the results of the proposal evaluation scores, reference checks, best and final offer negotiations (if conducted), and of the short-listed proposers (if conducted), their interview scores. Basin Transit reserves the right to withdraw this RFP at any time without prior notice. Basin Transit also makes no representations that any agreement will be awarded to any proposer responding to this RFP. Basin Transit expressly reserves the right to reject any and all proposals or to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered.

## ATTACHMENT A - RFP CHECKLIST FORM

Below is a list of documents that are required to be submitted as part of the proposer's response to this RFP. This list may or may not be all-inclusive; therefore it is the responsibility of the proposer to ensure that his/her proposal is complete.

Write "yes" on the blank space if you have included those items for submittal of your RFP and incorporate this form into your proposal.

\_\_\_\_\_ One original proposal (with original signatures and marked "Original") and three copies of the entire proposal, which includes technical information

\_\_\_\_\_ A thumb drive which contains the entire proposal in PDF format, as well as the Cost Proposal (Attachment B) saved in Microsoft Excel format

\_\_\_\_\_ Checklist (this form) - Attachment A

\_\_\_\_\_ Cost Proposal - Attachment B

\_\_\_\_\_ Proposer's Reference Form - Attachment C

\_\_\_\_\_ Proposer's Designated Contact List - Attachment D

\_\_\_\_\_ Written exceptions or deviations (if any) to the Scope of Work Section V - if any, to be incorporated into the proposal

\_\_\_\_\_ Acknowledgement that proposer has received issuance of RFP Addenda (if issued)- acknowledgement to be incorporated into Cover Letter

\_\_\_\_\_ Written exceptions or deviations (if any) to the Agreement Template Attachment E - if any, to be incorporated into the proposal

\_\_\_\_\_ Written exceptions or deviations (if any) to the insurance provisions Agreement Attachment One - if any, to be incorporated into the proposal

## ATTACHMENT B - RFP 24-01 COST PROPOSAL FORM

## Attachment B - RFP No. 24-001 Cost Proposal Form

<b>A. Software - Describe your Product Licensing user requirements</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Cost</b>
TransTrack Software integration			
<b>A. Subtotal Software/Licensing</b>			\$0
<b>B. Hardware - Describe Each Product Category and Useful Life</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Cost</b>
<b>B. Subtotal Hardware</b>			\$0
<b>C. Implementation Professional Services &amp; Other</b>	<b>Hours</b>	<b>Ave. Hrly Rate</b>	<b>Cost</b>
1. Project Management			\$0
2. System Design			\$0
3. System Installation			\$0
4. System Testing			\$0
5. Training and Documentation			\$0
6. Warranty			\$0
6. Yr. 1 Maintenance/hosting			\$0
6. Spare Parts			\$0
<b>C. Subtotal Implementation Professional Services &amp; Other</b>	-		\$0
<b>D. Travel &amp; Miscellaneous (identify number of trips, number of staff per trip, and which tasks)</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Cost</b>
Airfare, mileage, train, transportation			
Hotels			
Meals			
Misc - describe:			
<b>D. Subtotal Travel &amp; Misc Costs</b>			\$0
<b>Subtotal Not-to-Exceed Year 1 Costs - Firm Fixed Price</b>			\$0
<b>Years 2 through 5 Support</b>	<b>Quantity</b>	<b>Cost/Rates</b>	<b>Cost</b>
Year 2 Support/maintenance, hosting and other services			
Year 3 Support/maintenance, hosting and other services			
Year 4 Support/maintenance, hosting and other services			
Year 5 Support/maintenance, hosting and other services			
<b>Subtotal Not-to-Exceed Year 2 through 5 Support</b>			\$0
<b>Total Not-To-Exceed Project Costs Years 1 through 5</b>			\$0

**Optional Services/Software/Products** (include RFP optional features in Section E.7 or features suggested by Proposer). Describe each and cost out.

Options	Quantity	Unit Cost	Cost
Incremental cost to add a setup/system to an expansion bus			
Incremental cost to transition a setup/system from a revenue bus to a			
<b>Total Not-to-Exceed Options</b>			\$0

I certify that the above costs will be fixed during the contract term and include fully burdened labor rates, overhead, insurance, freight, taxes and profit. I further certify that the pricing and information contained are complete and correct, and will be billed absent mark up.

Signature of Authorized Person

Name of Proposer/Firm

## ATTACHMENT C - REFERENCES

Provide a minimum of four similar completed projects; and/or projects that are under contract that are 51% or more completed, where your Firm is the Prime Contractor. Provide example projects that best illustrates current qualifications relevant to the services requested in this RFP.

**NOTE:** It is required that this sheet be completed and submitted with your proposal. Failure to provide the information in complete detail may result in your proposal being considered non-responsive.

Project Description	Agency Name & location	Contract amount	Contact Name, Title, Email, Phone	Project length in Months	End Date
1.					
2.					
3.					
4.					

## ATTACHMENT D - DESIGNATED CONTACTSLIST

Proposers are required to complete this form and return with Proposal. It is required that this form be completed and submitted with your proposal. Failure to provide the information in complete detail may result in your bid being considered non-responsive.

Requested Information					Comments & Instructions
Company Name:					
Mailing Address:					Address, City, State & Zip
Physical Address:					Address, City, State & Zip
Company Type:	Sole Proprietorship <input type="checkbox"/>	Partnership <input type="checkbox"/>	Corporation <input type="checkbox"/>	Other <input type="checkbox"/>	Select One &/Or Describe Other
Federal Tax ID:					
Name of Authorized Representative					
Title					
Contact	Phone:		Fax:		
Email					
Is your firm a Certified DBE?	No <input type="checkbox"/>	Yes <input type="checkbox"/>	If yes, provide your CUCP Certification #		
Will you use Certified DBE's as subcontractors?	No <input type="checkbox"/>	Yes <input type="checkbox"/>	If yes, which Sub(s) & their CUCP Certification #:		

## **ATTACHMENT E - CONTRACTOR AGREEMENT**

Comment: items highlighted in gray will be filled in when Contractor is selected and terms are final.

### **MORONGO BASIN TRANSIT AUTHORITY TEMPLATE PROFESSIONAL SERVICES AGREEMENT NO. 24-01**

**BY AND BETWEEN**

**MORONGO BASIN TRANSIT AUTHORITY**

**AND**

**PROPOSER FIRM NAME**

**FOR**

**ONBOARD PASSENGER INFORMATION SYSTEM (OPIS)**

This "Agreement" is made as of this day of \_\_\_\_\_, by and between Morongo Basin Transit Authority, hereinafter referred to as "Basin Transit" or "Basin Transit", located at 62405 Verbena Road, Joshua Tree CA 92252, and Proposer Name, hereinafter referred to as "Contractor", located at Address. Basin Transit and Contractor are each a "Party" and collectively the "Parties" herein.

### **RECITALS**

**WHEREAS**, Basin Transit desires to procure a vehicle locating, data gathering, communications, reporting and passenger information system for Basin Transit's fleet. This system will include hardware and software installed on Basin Transit vehicles for the purpose of GPS location and vehicle diagnostics, as well as passenger counting by fare type and current systems integration. The system responsible for collecting and managing the data is to be hosted and maintained by Contractor; and

**WHEREAS**, Basin Transit desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement; and

**WHEREAS**, Contractor represents to Basin Transit that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to Basin Transit in connection with said services; and

**WHEREAS**, the Parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

**NOW, THEREFORE**, the Parties agree as follows:

**1. Scope of Services.** Contractor shall provide to Basin Transit the services described in Exhibit A - Scope of Services, hereto and incorporated herein by this reference. Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto solely for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Exhibit A and the Agreement, the terms of this Agreement shall control and prevail. The Parties agree that any term contained in Exhibit A that adds to, varies or conflicts with the terms of this Agreement is null and void.

## **2. Compensation**

- a. Basin Transit shall pay Contractor for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B - Cost Proposal (Note: Contractor's Cost Proposal was incorporated in the proposal Contractor submitted in response to the Request For Proposals and has been approved by Basin Transit). Contractor shall submit monthly statements to Basin Transit, which shall itemize the services, performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.
- b. The payments prescribed herein shall constitute all compensation to Contractor for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Contractor, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Contractor, its agents, and employees. In no event shall Basin Transit be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.
- c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of \$XXX,YYY.00 (x dollars and no cents).

## **3. Documentation and Retention of Materials**

- a. Contractor shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.
- b. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of Basin Transit for inspection at any reasonable time, including but not limited to the U.S. Department of Transportation, Federal Transit Administration or the State of California.
- c. Contractor shall maintain the records and any other records related to the performance of this Agreement and shall allow Basin Transit access to records during the performance of this Agreement and for a period of three years after completion of all services hereunder.

**4. Indemnity.** Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless Basin Transit, and its employees, officials and agents, hereinafter referred to as "Indemnified Parties", for all claims, demands, damages, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, agents, in said performance of this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of Basin Transit.

**5. Insurance.** Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with the Agreement's Attachment One, hereinafter referred to as "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment



One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for Basin Transit's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide Basin Transit notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by Basin Transit as a material breach of this Agreement by Contractor, whereupon Basin Transit shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of Basin Transit pursuant to Section 6 below, retains or utilizes any subcontractors in the provision of any services to Basin Transit under this Agreement, Contractor shall assure that any such subcontractor has first obtained and shall maintain, all insurance coverage requirements set forth in Attachment One.

**6. Assignment.** Contractor shall not assign any rights or duties under this Agreement to a third party without the expressed prior written consent of Basin Transit, in Basin Transit's sole and absolute discretion. Contractor agrees that Basin Transit shall have the right to approve any and all subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

**7. Termination.**

a. Termination for Convenience.

- i. Basin Transit shall have the right at any time, with or without cause, to terminate further performance of work at any time by giving 30 days written notice to the Contractor of its intent to terminate the Agreement.
- ii. Upon such termination, Contractor shall submit to Basin Transit an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. If the System/Project has been installed, Contractor shall provide a working installation and configuration of the System/Project system to Basin Transit within 30 days of the termination date. Basin Transit shall pay Contractor for any services for which compensation is owed. Contractor shall promptly deliver to Basin Transit all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of Basin Transit without additional compensation to Contractor.

b. Termination for Cause.

- i. In the event Contractor files a petition in bankruptcy court, or makes a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against Contractor, or a receiver shall be appointed on account of its solvency, or if Contractor shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten calendar days following written notice, Basin Transit may, without prejudice to any other rights or remedies Basin Transit may have, (a) hold in abeyance further payments to Contractor; (b) stop any Work of Contractor or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to Contractor specifying the date of termination. In the event of such termination by Basin Transit, Basin Transit may take possession of the

deliverables and finish Work by whatever method Basin Transit may deem expedient. A waiver by Basin Transit of one default of Contractor shall not be considered to be a waiver of any subsequent default of Contractor, nor be deemed to waive, amend, or modify any term of this Contract.

- ii. Contractor shall deliver to Basin Transit all finished and unfinished Products prepared under this Contract by Contractor or its subcontractors or furnished to Contractor by Basin Transit within ten working days of said notice.
- c. All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to Basin Transit, satisfactory in form and content to the Basin Transit and verified by Basin Transit. In no event shall Contractor be entitled to any prospective profits or any damages because of such termination.

**8. Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be affected by delivery of said notice(s) in person or by depositing said notice(s) in the U.S. Mail, registered or certified mail with a return receipt requested, postage prepaid and addressed as follows:

<b>Basin Transit Representative</b>	<b>Contractor Representative</b>
<b>Name:</b> Cheri Holsclaw	<b>Name:</b>
<b>Title:</b> General Manager	<b>Title:</b>
<b>Mailing Address:</b> 62405 Verbena Road, Joshua Tree, CA 92252	<b>Mailing Address:</b>
<b>Physical Address:</b> 62405 Verbena Road, Joshua Tree, CA 92252	<b>Physical Address:</b>
<b>Phone:</b> 760.366.2986	<b>Phone:</b>
<b>Email:</b> cheri@basin-transit.com	<b>Email:</b>

**9. Independent Contractor.** The Parties intend that Contractor, in performing the services specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Contractor, including Contractor's employees, shall not be considered agents or employees of Basin Transit. Neither Contractor nor Contractor's employees shall be entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by Basin Transit for its employees.

**10. Additional Services.** Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on the percentage of work completed by task, as set forth in Exhibit B, or paid as otherwise agreed upon by the Parties in writing prior to the provision of any such additional services.

**11. Successors and Assigns.** Basin Transit and Contractor each bind itself, its partners, successors, legal representatives and assigns to the other Party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

**12. Time of Performance.** The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A- Scope of Services.

**13. Miscellaneous.**

- a. Entire Agreement. This Agreement contains the entire agreement between the Parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.
- b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that Party.
- c. Compliance with Laws. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, circulars, and ordinances, including but not limited to (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at [www.dir.ca.gov](http://www.dir.ca.gov)) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Contractor shall pay to Basin Transit when due all business taxes payable by Contractor.
- d. Delinquent Taxes. Basin Transit may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.
- e. Governing Law and Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in San Bernardino County in the State of California, and the Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.
- f. Conflict of Interest. Basin Transit's Conflict of Interest Code requires that individuals who qualify as "Contractors" under the Political Reform Act, California Government Code sections 87200 et seq., comply with the conflict of interest provisions of the Political Reform Act and Basin Transit's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "Contractor" generally includes individuals who make governmental decisions or who serve in a staff capacity. In the event that Basin Transit determines, in its discretion, that Contractor is a "Contractor" under the Political Reform Act, Contractor shall cause the following to occur within 30 days after execution of this Agreement: (1) Identify the individuals who will provide services or perform work under this Agreement as "Contractors," and (2) cause these individuals to file with Basin Transit's Representative the "assuming office" statements of economic interests required by Basin Transit's Conflict of Interest Code. Thereafter, throughout the term of the Agreement, Contractor shall cause these individuals to file with Basin Transit Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by Basin Transit's Conflict of Interest Code. The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. Basin Transit may withhold all, or a portion of, any payment due under this agreement until all required statements are filed.
- g. Waiver of Rights. Neither Basin Transit acceptance of, or payment for, any service or performed by Contractor, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right

hereunder.

- h. Ownership and Use of Property Rights. Unless otherwise expressly provide herein, all original works created by Contractor for Basin Transit hereunder shall be and remain the property of Basin Transit. Contractor agrees that any patentable or copyrightable property rights, to the extent created for Basin Transit as part of the services provided hereunder, shall be in the public domain and may be used by anyone for any lawful purpose.
- i. Ownership of Materials/Hardware. Unless otherwise expressly provided herein, all materials, hardware, software, tangible products, drawings, designs, purchased by Contractor for Basin Transit hereunder shall be and remain the property of Basin Transit. Contractor agrees that any patentable or copyrightable property rights, to the extent created for Basin Transit as part of the services provided hereunder, shall be in the public domain and may be used by anyone for any lawful purpose.
- j. Incorporation of Attachments. The Attachments to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.
- k. Dispute Resolution. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by Basin Transit's Assistant Secretary of the Board, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Assistant Secretary of the Board shall be final and conclusive unless within ten working days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to Basin Transit's General Manager, with a copy to the Assistant Secretary of the Board. The determination of such appeal by the General Manager of Basin Transit shall be final and conclusive unless within ten working days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to Basin Transit's Board of Directors. The decision of Basin Transit's Board of Directors shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal preceding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with the Assistant Secretary of the Board's decision.
- l. The duties and obligations imposed by the Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**14. Accessibility Requirements.** In addition to those requirements set forth in Subsection 13(C), Basin Transit requires that all Basin Transit telecommunication services, websites and web-based applications and services are accessible to, and usable by, persons with disabilities. Contractor shall provide all electronic, telecommunication, and information technology products and services to be provided under this Agreement in conformance with title 28, Part 35 of the Code of Federal Regulations, 28 C.F.R. §§ 35.130, et seq., and the accessibility standards set forth in Section 508 of the Rehabilitation Act of 1973, as amended. Section 508 standards are viewable at <http://access-board.gov/sec508/standards.htm>.

**15. Authority, Signatures Required for Corporations.**

- a. Contractor hereby represents and warrants to Basin Transit that it is (a) a duly

organized and validly existing Corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

- b. If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

#### **16. Indemnification for Patient and Intellectual Property Violations**

- a. Warranty. Licenser warrants that the Licensed Software, as specified in Licenser's proposal, was developed by the Licenser as its original work and does not infringe any copyright or patent.
- b. Indemnification. In the event of any United States copyright or patent infringement claim brought against Basin Transit arising out of use of the Licensed Software provided pursuant to this Contract, Licenser will defend, at its expense, and pay any direct costs, including attorneys' fees and damages, made in settlement or finally awarded as a result of such infringement action brought against Basin Transit, provided (1) Licenser is promptly notified in writing by Basin Transit that such action is threatened or has been brought; (2) Licenser shall have sole control of the defense of any such action and all negotiations for its settlement or compromise; and, (3) Licenser receives the cooperation and assistance of Basin Transit.

**IN WITNESS WHEREOF**, the Parties hereto have executed the within Agreement on the date first written above.

**MORONGO BASIN  
TRANSIT AUTHORITY**

**FIRM NAME**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Chairman, Board of Directors

Title: \_\_\_\_\_

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

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

**Approved As To Form:**

By: \_\_\_\_\_, Rutan & Tucker Legal Counsel

**Agreement Attachments** (to include, but may not be limited to):

1. Exhibit A - Scope of Services
2. Exhibit B - Cost Proposal Form
3. Agreement Attachment One: Insurance Requirements for Professional Services Agreements
4. Agreement Attachment Two: Disadvantaged Business Enterprise Participation



## ATTACHMENT F – SUMMARY OF BASIN TRANSIT’S REVENUE VEHICLES

### Summary of Basin Transit-Owned Revenue Vehicles and the Onboard Equipment and Technology

Note that Basin Transit is in the process of procuring new vehicles and that the vehicle and equipment list below is subject to change.

#### REVENUE VEHICLES

ID	Year	Manufacturer	Seats	Camera Make	Equipment	Service Type
29	2018	Senator Startrans II	14	Four (4) REI Cameras	Zonar	All Routes
30	2018	Senator Startrans II	14	Four (4) REI Cameras	Zonar	All Routes
31	2018	Senator Startrans II	14	Four (4) REI Cameras	Zonar	All Routes
32	2018	Senator Startrans II	14	Four (4) REI Cameras	Zonar	All Routes
33	2018	Senator Startrans II	14	Four (4) REI Cameras	Zonar	All Routes
34	2018	Senator Startrans II	14	Four (4) REI Cameras	Zonar	All Routes
35	2019	ARBOC	13	Four (4) REI Cameras	Zonar	All Routes
36	2019	Senator Startrans II	16	Four (4) REI Cameras	Zonar	All Routes
88	2022	Ford eTransit	Van	Five (5) REI Cameras	Zonar	All Routes
313	2016	El Dorado Aero Elite	24	Four (4) REI Cameras	Zonar	All Routes
315	2016	Glaval	26	Four (4) REI Cameras	Zonar	All Routes
316	2017	Startrans 550	24	Four (4) REI Cameras	Zonar	All Routes
317	2018	Glaval Entourage	26	Four (4) REI Cameras	Zonar	All Routes
318	2018	Glaval Entourage	26	Four (4) REI Cameras	Zonar	All Routes
319	2018	2018 Glaval Entourage	26	Four (4) REI Cameras	Zonar	All Routes
320	2018	2018 Glaval Entourage	26	Four (4) REI Cameras	Zonar	All Routes
321	2019	2019 Glaval Entourage	26	Four (4) REI Cameras	Zonar	All Routes
322	2019	2019 Glaval Entourage	26	Four (4) REI Cameras	Zonar	All Routes
323	2020	El Dorado Aero Elite	24	Four (4) REI Cameras	Zonar	All Routes
754	2012	EL Dorado	27	Six (6) REI Cameras	Zonar	Highway Routes
757	2020	GILLIG	33	Six (6) REI Cameras	Zonar	Highway Routes
758	2021	GILLIG	33	Six (6) REI Cameras	Zonar	Highway Routes

#### NON-REVENUE VEHICLES

ID	Year	Manufacturer	Seats	Camera Make	Equipment	Service Type
78	2004	Ranger	N/A	None		Maintenance
83	2011	Entervan	N/A	None		29 Transfer Relief
75	2011	F250 Truck	N/A	None		Maintenance
84	2013	CMAX	N/A	None		Administration
85	2020	Prius	N/A	None	Samsung Galaxy Tab S7	Lunch Relief
86	2020	Prius	N/A	None	Samsung Galaxy Tab S7	Lunch Relief
87	2021	RAV4 Hybrid	N/A	None		Maintenance
89	2022	Tacoma	N/A	None		Maintenance

## AGREEMENT ATTACHMENT 1 – INSURANCE REQUIREMENTS

### INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES AGREEMENTS

**A. Insurance Policies:** Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with Best ratings of no less than A-VI or otherwise acceptable to Basin Transit.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
Commercial General Liability	\$1 million per occurrence; \$2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
Business auto coverage	\$1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1 million per accident for bodily injury and property damage.
Professional Liability E&O	\$1 million per claim; \$3 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
Workers compensation and employers liability	\$1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Basin Transit for all work performed by the Consultant, its employees agents and subcontractors



**B. Endorsements:**

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to Basin Transit in accordance with the policy provisions.
2. Liability policies shall provide or be endorsed to provide the following:
  - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by Basin Transit shall be excess of the Consultant's insurance and shall not contribute with it; and,
  - b. Morongo Basin Transit Authority, its officers, agents, employees and volunteers are to be covered as additional insured on the CGL policy. General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 2010 11 85 or if not available, through the addition of both CG 20 10 and CG 2037 if a later edition is used.

**C. Verification of Coverage and Certificates of Insurance:** Consultant shall furnish Basin Transit with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall refer to policy numbers. All certificates and endorsements are to be received and approved by Basin Transit before work commences and must be in effect for the duration of the contract. Basin Transit reserves the right to require complete copies of all required policies and endorsements.

**D. Other Insurance Provisions:**

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnities.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Self-insured retentions above \$10,000 must be approved by Basin Transit. At Basin Transit's option, Consultant may be required to provide financial guarantees
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. Basin Transit reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## AGREEMENT ATTACHMENT 2 – DISADVANTAGED BUSINESS ENTERPRISE

### DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Although this Agreement is not subject to Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.". Basin Transit does participate in DBE tracking and reporting to the State of California and the Federal Government. In order to ensure the California Department of Transportation (Caltrans) achieves its federally mandated statewide overall Disadvantaged Business Enterprise (DBE) goal, the Agency encourages the participation of DBE's, as defined in 49 CFR 26, in the performance of Agreements financed in whole or in part with federal funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

As required by federal law, Caltrans has established a statewide overall DBE goal. In order to ascertain whether that statewide overall DBE goal is being achieved, Caltrans is tracking DBE participation on all federally assisted contracts. **Basin Transit's annual DBE goal is 6.3%.** To assist Contractors in ascertaining DBE availability for specific items of work, the Agency advises that it has determined that DBE's could reasonably be expected to compete for subcontracting opportunities on this project and the likely DBE Availability Advisory Percentage is 4 percent, consistent with Caltrans' objective. The Agency also advises that participation of DBE's in the specified percentage is not a condition of award. The Contractor has agreed to carry out applicable requirements of Title 49 CFR 26, in the award and administration of federally assisted Agreements. The regulations in their entirety are incorporated herein and by reference. The Contractor should notify the Basin Transit's General Manager in writing, of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

DBE as defined in Title 49 CFR 26 and other small businesses are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of 49 CFR. Part 26 in the award and administration of U.S. Department of Transportation assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate. Any subcontract entered into as a result of the Agreement shall contain all the provisions of this section.

## **BASIN TRANSIT ACRONYM LIST**

5309	Federal Transit Administration Capital Projects Grant Program
5310	Federal Transit Administration Grant Program for Elderly and Disabled
5311	Federal Transit Administration Rural Grant Program
5316	Job Access and Reverse Commute Grant Program
5339	Rural Discretionary Grant Program
5311f	Federal Transit Administration Intercity Bus Grant Program
CALACT	California Association for Coordinated Transportation
CALPERS	California Public Employees Retirement System
CALTIP	California Transit Insurance Pool
CALTRANS	California Department of Transportation'
CMAQ	Congestion Mitigation and Air Quality
CNG	Compressed Natural Gas
CTA	California Transit Association
DOT	Department of Transportation
FTA	Federal Transit Administration
IFB	Invitation for Bid
LAIF	Local Agency Investment Fund
LCTOP	Low Carbon Transit Operations Program
LTF	Local Transportation Funding
MBTA	Morongo Basin Transit Authority
PTIMSEA	Passenger Transportation Improvement Modernization & Service Acct.
RFP	Request for Proposal
SBCTA	San Bernardino County Transportation Authority
SGR	State of Good Repair
SRTP	Short Range Transit Plan
STA	State Transit Assistance
STIP	State Transportation Improvement Program
TAG	Transportation Assistance Grant Program
TREP	Transportation Reimbursement Escort Program
TSSDRA	Transit System Safety and Disaster Response Account

## **BASIN TRANSIT ROUTES**

ROUTE 1	Highway Route Yucca Valley-Twenty-nine Palms
ROUTE 3A	Twenty-nine Palms-Base
ROUTE 3B	Twenty-nine Palms-Neighborhood
ROUTE 7A	North Yucca Valley
ROUTE 7B	South Yucca Valley
ROUTE 12	Palm Springs
ROUTE 15	Palm Springs Weekend
ROUTE 21	Landers
ROUTE 30 & 31	Yucca Valley Ready Ride
ROUTE 34	Twenty-nine Palms Ready Ride
ROUTE 36	Morongo Valley
ROUTE 50	Joshua Tree Ready Ride
ROUTE 1X	Highway Route Sunday Service