

# County Connection

2477 Arnold Industrial Way    Concord, CA 94520-5326    (925) 676-7500    countyconnection.com

## ADMINISTRATION & FINANCE COMMITTEE MEETING AGENDA

Wednesday, July 5, 2023  
2:00 p.m.

County Connection Administration Office  
2477 Arnold Industrial Way  
3<sup>rd</sup> Floor Conference Room  
Concord, CA 94520

The committee may take action on each item on the agenda, even items that are listed as “information only”. The action may consist of the recommended action, a related action or no action. Staff recommendations are subject to action and/or change by the committee.

1. Approval of Agenda
2. Public Communication
3. Approval of Minutes of June 7, 2023\*
4. Public Agency Retirement Services (PARS) Combination 115 Trust \*  
(Representatives from PARS will discuss County Connection’s 115 Trust Performance and any other related issues.) Information Only
5. Amendment to the County Connection Records Retention Policy\*  
(Staff requests that the Committee forward to the Board of Directors for approval of an amended Records Retention Policy.)
6. Fare proposal \*  
(Staff will present proposed fare changes and request authorization to proceed with the public hearing process.)
7. Bishop Ranch agreement\*  
(Staff requests that the Committee forward the new fare reimbursement agreement with Bishop Ranch to the Board for approval.)
8. CCCTA Investment Policy – Quarterly Reporting Requirement\*

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\*Enclosure

\*\*Enclosure for Committee Members

\*\*\*To be mailed under separate cover

\*\*\*\*To be available at the meeting.

FY2022/2023 A&F Committee

Jim Diaz – Clayton, Laura Hoffmeister-Concord, Sue Noack-Pleasant Hill

Clayton • Concord • Contra Costa County • Danville • Lafayette • Martinez  
Moraga • Orinda • Pleasant Hill • San Ramon • Walnut Creek

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY**

9. Income Statements for the Nine Months Ended March 31, 2023\*  
(Staff requests that the A&F Committee accept the report and provide the update to the Board.)
10. Master Funding Agreement with the Metropolitan Transportation Commission (MTC)\*  
(Staff requests that the Committee forward the agreement to the Board for approval.)
11. Review of Vendor Bills, June 2023\*\*
12. Approval of Legal Services Statement, April 2023 General, April 2023 Labor\*\*
13. Next Scheduled Meeting – TBD
14. Adjournment

## General Information

Public Comment: If you wish to address the committee, please follow the directions at the top of the agenda. If you have anything that you wish distributed to the committee and included for the official record, please include it in your email. Comments that require a response may be deferred for staff reply.

Consent Items: All matters listed under the Consent Calendar are considered by the committee to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a committee member or a member of the public prior to when the committee votes on the motion to adopt.

Availability of Public Records: All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body, will be made available for public inspection by posting them to County Connection's website at [www.countyconnection.com](http://www.countyconnection.com). The agenda and enclosures for this meeting are posted also on our website at [www.countyconnection.com](http://www.countyconnection.com).

Accessible Public Meetings: Upon request, County Connection will provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings and provide comments at/related to public meetings. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, auxiliary aid, service, or alternative format requested at least two days before the meeting. Requests should be sent to the Assistant to the General Manager, Lathina Hill, at 2477 Arnold Industrial Way, Concord, CA 94520 or [hill@cccta.org](mailto:hill@cccta.org). Requests made by mail must be received at least two days before the meeting. Requests will be granted whenever possible and resolved in favor of accessibility.

### Currently Scheduled Board and Committee Meetings

|                                    |   |
|------------------------------------|---|
| Board of Directors:                | July 20, 9:00 a.m., County Connection Board Room 2477 Arnold Industrial Way, Concord, CA 94520                      |
| Administration & Finance:          | Wednesday, September 6, 2:00 p.m. County Connection Administrative Offices, 2477 Arnold Industrial Way, Concord, CA |
| Advisory Committee:                | TBA. Location TBD   |
| Marketing, Planning & Legislative: | Thursday, September 7, 8:30 a.m., Supervisor Andersen Office 3338 Mt. Diablo Blvd, Lafayette, CA                    |
| Operations & Scheduling:           | Wednesday, September 6, 8:00 a.m., Supervisor Andersen Office 3338 Mt. Diablo Blvd, Lafayette, CA                   |

**The above meeting schedules are subject to change. Please check the County Connection Website ([www.countyconnection.com](http://www.countyconnection.com)) or contact County Connection staff at 925/676-1976 to verify date, time, and location.**

**This agenda is posted on County Connection's Website ([www.countyconnection.com](http://www.countyconnection.com)) and at the County Connection Administrative Offices, 2477 Arnold Industrial Way, Concord, California**

### Summary Minutes Administration & Finance Committee

County Connection Administration Office  
2477 Arnold Industrial Way  
3rd Floor Conference Room  
Concord, CA 94520

Wednesday, June 7, 2023, 2:00 p.m.

**Directors:** Sue Noack, Jim Diaz  
**Staff:** Bill Churchill, Ruby Horta, Amber Johnson, Melody Reeb, Pranjali Dixit  
**Public:** None

**Call to Order:** Meeting called to order at 2:02 p.m. by Director Noack.

#### 1. Approval of Agenda

The Committee approved the agenda.

#### 2. Public Communication

None.

#### 3. Approval of Minutes of May 3, 2023

The Committee approved the minutes.

#### 4. FY 2023-24 SB1 State of Good Repair Funds

Ms. Reeb proposed that the \$139,859 in State of Good Repair funds allocated to CCCTA be spent on ongoing ITS maintenance costs. The Committee agreed to recommend approval of this item to the Board of Directors.

#### 5. Clipper START and Youth Fare Pilot Extension

Ms. Reeb reported that the pilot Clipper START and Youth Fare programs were launched in January 2021 and previously extended to June 2023, and provide a 20% discount for eligible riders. MTC has been administering the program and providing some funding to offset fare revenue loss due to the discount. MTC has developed recommendations to simplify the discount rates across the region and identified additional funding to continue to offset operators' fare revenue loss incurred by participating in the program. Staff are considering modifying County Connection's discount to 50% to align with the region, which would require a Title VI analysis. Current fare losses in the program are far below original estimates due to COVID impacts. The Committee agreed to recommend approval to the Board a two-year extension of the Clipper START and Youth Fare discount pilot programs through June 30, 2025, with the discount remaining at 20% through December 2023.

Pending future Board approval, the Committee also agreed to support an increase of the discount to 50% in January 2024.

#### **6. Amendment to the Cap and Trade Grant (LCTOP) Resolution – FY 2022-23**

Mr. Dixit reported that the Board of Directors adopted a resolution approving LCTOP funding to be allocated to certain routes that meet funding criteria in March 2023. Following that resolution adoption, Caltrans recommended that MTC be included as a contributing sponsor on the resolution. The Committee agreed to recommend approval to the Board an amended resolution that recognizes MTC as a contributing sponsor.

#### **7. Adjustment to Non-Represented Administrative Employees Compensation**

Ms. Johnson stated that non-represented employees consist of County Connection's administrative employees. The General Manager is requesting a 5% increase for all satisfactorily performing administrative employees effective July 1st which is consistent with the percentage increase in the Memorandum of Understandings for the represented employees. Also, the General Manager is requesting a Merit Pool of \$50,000 to be allocated at his discretion to management employees. The total annual cost of the increases will not exceed \$308,000 and is included in the FY 2024 Budget. The Committee agreed recommend approval of this item to the Board.

#### **8. Adoption of Gann Appropriations Spending Limitation for FY 2023-24**

Ms. Johnson reported that the FY 2024 Gann Limit, which limits the proceeds of taxes that can be appropriated, is \$96,319,521. The budgeted amount for operating and capital that is paid for by nonfederal monies is \$50,300,889 which is \$46,018,632 below this limit. The Committee approved and forwarded the calculation of the Gann appropriations spending limitation of \$96,319,521 for FY 2023-24 to the Board.

#### **9. Review of Updates to Fiscal Year 2024 Draft Budget and Forecast**

Ms. Johnson reported that the FY 2024 Budget has been updated and proposes \$49.7 million in operations and \$6.5 million capital expenses for fixed route and paratransit services with revenues to offset these costs. Several updates were made from the draft budget, including an increase of \$471,340 to Measure J revenue, increase of \$200,000 to diesel fuel expenditure, increase of \$6,000 to gasoline expenditure, shifting certain capital expenditures (\$50,000 in office furniture and \$95,000 in IT equipment) to operating expenditures due to an internal procedure change in capitalization thresholds, decrease of \$120,340 in TDA operating utilization, and decrease of \$145,000 in TDA capital utilization. The committee reviewed and approved the proposed FY 2023 Operations and Capital Budget and forwarded it to the full Board for approval and adoption following a public hearing.

#### **10. Review of Vendor Bills, May 2023**

The Committee reviewed the vendor bills for May 2023.

#### **11. Approval of Legal Services Statement, March 2023 Labor, March 2023 General**

The Committee approved the legal services statements for March 2023 Labor and General.

**12. Next Scheduled Meeting – June 7, 2023**

The next meeting was scheduled for July 5<sup>th</sup> at 2:00 p.m. at the County Connection Offices located at 2477 Arnold Industrial Way, Concord, CA.

**13. Adjournment** – The meeting was adjourned at 2:36 p.m.

Minutes prepared and submitted by: Amber Johnson, Chief Financial Officer

## INTER OFFICE MEMO

**To:** Administration & Finance Committee

**Date:** 06/28/2023

**From:** Amber Johnson, Chief Financial Officer

**Reviewed by:** WC.

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**SUBJECT: Public Agency Retirement Services Combination 115 Trust**

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### **Background:**

Since June 2010, the Authority has participated in an Internal Revenue Code Section 115 trust for Other Post Employment Benefits (OPEB) established by Public Agency Retirement Services (PARS), to set aside funds to pay for future OPEB benefits that will be collected by current employees (the "OPEB 115 Trust"). In February 2023, the Board established a new Combination 115 Trust to replace the OPEB 115 Trust. The Combination 115 Trust has two accounts: the "OPEB Account" for prefunding OPEB liabilities, and the "Pension Account" for prefunding pension liabilities.

### **Combination 115 Trust Update:**

As of May 2023, there was approximately \$4.9 million in the Authority's OPEB 115 Account. Since inception, the OPEB 115 Account has earned 4.36% return on investment utilizing the PARS "moderately conservative (passive)" investment strategy, managed by Highmark Capital. No funds have been withdrawn from the trust to pay benefits to date.

No funds have been transferred to the Pension 115 Account to date. The recently adopted FY24 budget authorized a contribution of \$1 million to the Pension 115 Account to be funded after July 1, 2023.

Representatives from PARS will join the Committee meeting to discuss the investment performance of the trust and share some insights into the future of the markets and trends.

### **Financial Implications:**

None.

### **Recommendation:**

None – Information only.

### **Action Requested:**

None – Information only.

**Attachments:**

Attachment 1: Presentation by PARS: PARS 115 Trust – OPEB Prefunding Program & Pension Rate Stabilization Program Plan Client Review



PUBLIC  
AGENCY  
RETIREMENT  
SERVICES

**PARS**

TRUSTED SOLUTIONS. LASTING RESULTS.



# CENTRAL CONTRA COSTA TRANSIT AUTHORITY

PARS 115 Trust – OPEB Prefunding Program &  
Pension Rate Stabilization Program Plan Client Review

July 5, 2023

# CONTACTS

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**Director, Senior Portfolio Manager**  
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**Ashley Baires**  
**Client Services Coordinator**  
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abaires@pars.org

# PARS 115 TRUST TEAM

## Trust Administrator & Consultant



- Serves as record-keeper, consultant, and central point of contact
- Sub-trust accounting
- Coordinates all agency services
- Monitors plan compliance (IRS/GASB/State Government Code)
- Processes contributions/disbursements
- Hands-on, dedicated support teams

|   |  |   |                                  |                                   |   |
|---|--|---|----------------------------------|-----------------------------------|---|
| <b>39</b><br>Years of Experience<br>(1984-2023) | <b>2,000+</b><br>Plans under<br>Administration | <b>1,000+</b><br>Public Agency<br>Clients | <b>500+</b><br>115 Trust Clients | <b>500K+</b><br>Plan Participants | <b>\$6.6B</b><br>Assets under<br>Administration |
|---|--|---|----------------------------------|-----------------------------------|---|

## Trustee



- 5th largest commercial bank and one of the nation's largest trustees for Section 115 trusts
- Safeguard plan assets
- Oversight protection as plan fiduciary
- Custodian of assets

|  |  |
|--|--|
| <b>160</b><br>Years of Experience<br>(1863-2023) | <b>\$9.0T</b><br>Assets under Trust<br>Custody |
|--|--|

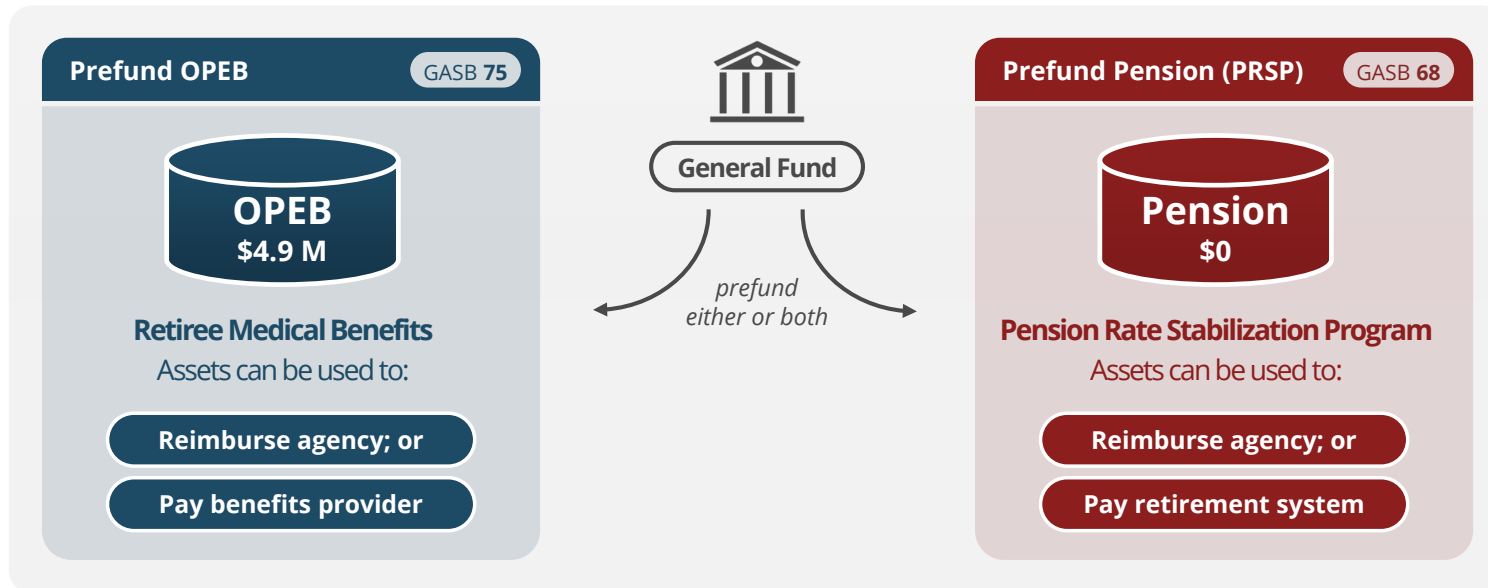
## Investment Manager



- Investment sub-advisor to trustee U.S. Bank
- Investment policy assistance
- Uses open architecture
- Active and passive platform options
- Customized portfolios (with minimum asset level)

|  |  |
|--|--|
| <b>104</b><br>Years of Experience<br>(1919-2023) | <b>\$17.7B</b><br>Assets under<br>Management &<br>Advisement |
|--|--|

# PARS IRS-APPROVED SECTION 115 TRUST



## Subaccounts

OPEB and pension assets are individually sub-accounted, and can be divided by dept., bargaining group, or cost center.



## Financial Stability

Assets in the PARS Section 115 Combination Trust can be used to address unfunded liabilities.



## Flexible Investing

Allows separate investment strategies for OPEB and pension subaccounts.



## Anytime Access

Trust funds are available anytime; OPEB for OPEB and pension for pension.



## Economies-of-Scale

OPEB and pension assets aggregate and reach lower fees on tiered schedule sooner – saving money!



## No Set Up Cost or Minimums

No set-up costs, no minimum annual contribution amounts, and no fees until assets are added.

*The*

# PARS OPEB TRUST PROGRAM

*for prefunding Other Post-Employment Benefits*

# SUMMARY OF AGENCY'S OPEB PLAN

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|                                     |  |
|-------------------------------------|--|
| <b>Plan Type:</b>                   | IRC Section 115 Irrevocable Exclusive Benefit Trust                  |
| <b>Trustee Approach:</b>            | Discretionary  |
| <b>Plan Effective Date:</b>         | March 18, 2010   |
| <b>Plan Administrator:</b>          | General Manager  |
| <b>Current Investment Strategy:</b> | Moderately Conservative Index (Passive) Strategy; Individual Account |

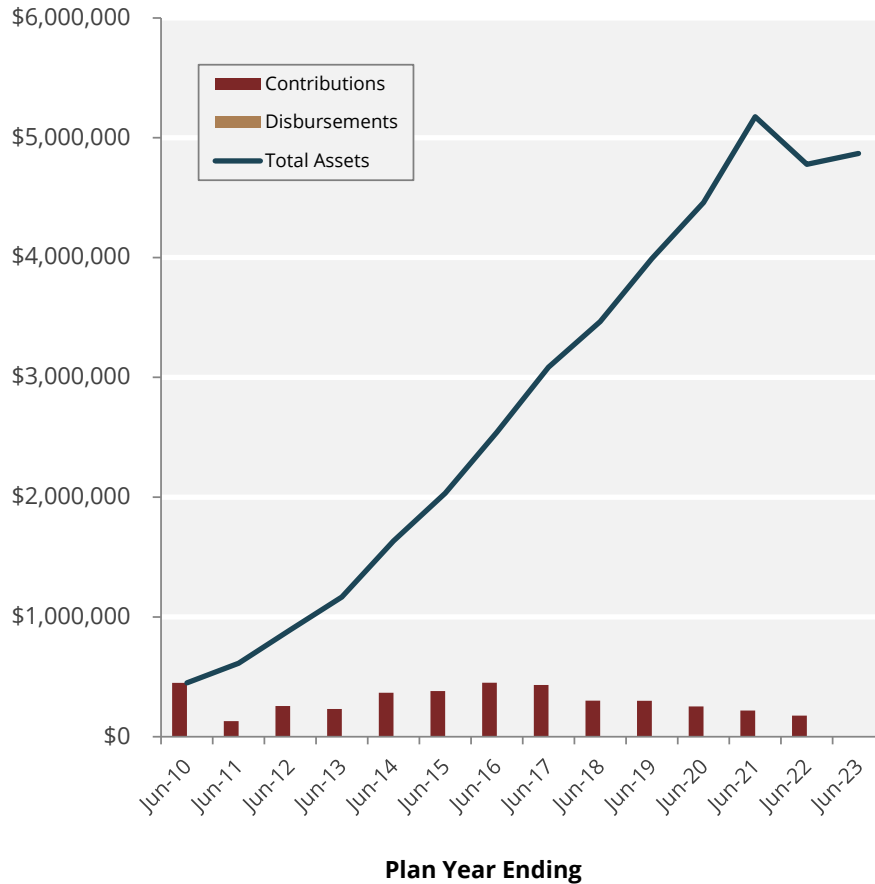
## AS OF MAY 31, 2023:

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|                                   |                      |
|-----------------------------------|----------------------|
| <b>Initial Contribution:</b>      | June 2010: \$450,000 |
| <b>Additional Contributions:</b>  | \$3,501,402          |
| <b>Total Contributions:</b>       | \$3,951,402          |
| <b>Disbursements:</b>             | \$0                  |
| <b>Total Investment Earnings:</b> | \$1,128,869          |
| <b>Account Balance:</b>           | \$4,868,403          |

# SUMMARY OF AGENCY'S OPEB PLAN

## HISTORY OF CONTRIBUTIONS, DISBURSEMENTS, AND TOTAL ASSETS AS OF MAY 31, 2023:



| Year     | Contributions | Disbursements | Total Assets |
|----------|---------------|---------------|--------------|
| Jun-10*  | \$450,000     | \$0           | \$450,004    |
| Jun-11   | \$131,000     | \$0           | \$613,708    |
| Jun-12   | \$257,000     | \$0           | \$891,590    |
| Jun-13   | \$232,000     | \$0           | \$1,165,830  |
| Jun-14   | \$367,000     | \$0           | \$1,634,255  |
| Jun-15   | \$382,000     | \$0           | \$2,032,180  |
| Jun-16   | \$451,052     | \$0           | \$2,541,492  |
| Jun-17   | \$431,650     | \$0           | \$3,084,827  |
| Jun-18   | \$301,612     | \$0           | \$3,465,427  |
| Jun-19   | \$299,946     | \$0           | \$3,990,303  |
| Jun-20   | \$252,754     | \$0           | \$4,458,932  |
| Jun-21   | \$219,367     | \$0           | \$5,174,920  |
| Jun-22   | \$176,021     | \$0           | \$4,777,585  |
| Jun-23** | \$0           | \$0           | \$4,868,403  |

\*Plan Year Ending June 2010 is based on 1 month of activity.

\*\*Plan Year Ending June 2023 is based on 11 months of activity.

# OPEB ACTUARIAL RESULTS

- We have received the actuarial report by MacLeod Watts dated October 7, 2022 with a valuation date as of June 30, 2021. In the table below, we have summarized the results.

| <b>Demographic Study</b>             | <b>Valuation Date:<br/>June 30, 2019</b> | <b>Valuation Date:<br/>June 30, 2021</b> |
|--------------------------------------|--|--|
| <b>Actives</b>                       | 212                                      | 199                                      |
| <b>Retirees</b>                      | 54                                       | 64                                       |
| <b>Total</b>                         | 266                                      | 263                                      |
| <b>Average Active Age</b>            | 52.4                                     | 52.9                                     |
| <b>Average Active Agency Service</b> | 12.9                                     | 14.0                                     |



# OPEB ACTUARIAL RESULTS

|   | Valuation Date: June 30, 2019<br>Discount Rate: 5.10% | Valuation Date: June 30, 2021<br>Discount Rate: 4.75% |
|---|---|---|
| <b>Total OPEB Liability (TOL)</b><br><i>Actuarial Accrued Liability (AAL)</i>         | \$7,072,609   | \$8,108,179   |
| <b>Fiduciary Net Position</b><br><i>Actuarial Value of Assets</i>                     | \$3,990,303   | \$5,174,920   |
| <b>Net OPEB Liability (NOL)</b><br><i>Unfunded Actuarial Accrued Liability (UAAL)</i> | \$3,082,306   | \$2,933,259   |
| <b>Funded Ratio (%)</b>   | 56.4%   | 63.82%  |
| <b>Actuarially Determined Contribution (ADC)</b>                                      | \$529,577<br><i>for FY 2019-20</i>                    | \$561,678<br><i>for FY 2021-22</i>                    |
| <b>Annual Benefit Payments (Pay-as-you-Go)</b>  | \$306,893<br><i>for FY 2019-20</i>                    | \$327,048<br><i>for FY 2021-22</i>                    |

\*As of May 31, 2023, assets at \$4,868,403 (approx. ~60.04% funded).

**Rule of thumb:** For every one percent increase in the discount rate, the unfunded liability is lowered by 10-12%.

*The*  
**PARS PENSION RATE  
STABILIZATION PROGRAM**  
*for prefunding pension obligations*



# SUMMARY OF AGENCY'S PENSION PLAN

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|                                     |  |
|-------------------------------------|--|
| <b>Plan Type:</b>                   | IRC Section 115 Irrevocable Exclusive Benefit Trust                  |
| <b>Trustee Approach:</b>            | Discretionary  |
| <b>Plan Effective Date:</b>         | March 1, 2023  |
| <b>Plan Administrator:</b>          | General Manager  |
| <b>Current Investment Strategy:</b> | Moderately Conservative Index (Passive) Strategy; Individual Account |

## AS OF MAY 31, 2023:

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|                         |        |
|-------------------------|--------|
| <b>Account Balance:</b> | \$0.00 |
|-------------------------|--------|

# Central Contra Costa Transit Authority

**May 31, 2023**

**Presented by  
Andrew Brown, CFA**

## Economic and Market Forecast

June 2023

|                    | <b>2023<br/>Assumptions</b> |
|--------------------|-----------------------------|
| GDP                | - 0.4% - +0.4%              |
| S&P 500 Earnings   | \$195 - \$205               |
| Unemployment       | 4.5% - 5.2%                 |
| Core PCE Inflation | 3.3% - 3.8%                 |
| Fed Funds Target   | 4.50% - 5.25%               |

**Selected Period Performance**  
**PARS/CCCTA PRHCP**  
**Account \*\*\*\*\*5400**  
**Period Ending: 5/31/2023**

|  | 3 Months     | Year<br>to Date<br>(5 Months) | 1 Year        | 3 Years      | 5 Years      | 10 Years     | Inception<br>to Date<br>07/01/2010 |
|--|--------------|-------------------------------|---------------|--------------|--------------|--------------|------------------------------------|
| Cash Equivalents                       | 1.17         | 1.86                          | 3.29          | 1.13         | 1.38         | .86          | .67                                |
| <i>Lipper Money Market Funds Index</i> | <i>1.18</i>  | <i>1.88</i>                   | <i>3.35</i>   | <i>1.13</i>  | <i>1.37</i>  | <i>.82</i>   | <i>.63</i>                         |
| Total Fixed Income                     | 2.07         | 2.64                          | -1.45         | -2.95        | 1.01         | 1.35         | 1.87                               |
| <i>Bloomberg US Aggregate Bd Index</i> | <i>2.04</i>  | <i>2.46</i>                   | <i>-2.14</i>  | <i>-3.65</i> | <i>.81</i>   | <i>1.39</i>  | <i>2.01</i>                        |
| Total Equities                         | 1.31         | 5.65                          | -.39          | 10.48        | 6.99         | 8.72         | 10.76                              |
| Large Cap Funds                        | 5.49         | 9.30                          | 2.76          | 12.94        | 10.80        | 11.76        | 13.54                              |
| <i>S&amp;P 500 Composite Index</i>     | <i>5.75</i>  | <i>9.65</i>                   | <i>2.92</i>   | <i>12.92</i> | <i>11.01</i> | <i>11.99</i> | <i>13.66</i>                       |
| Mid Cap Funds                          | -4.55        | .73                           | -4.27         | 10.00        | 6.71         | 9.18         | 11.72                              |
| <i>Russell Midcap Index</i>            | <i>-4.79</i> | <i>.61</i>                    | <i>-4.51</i>  | <i>10.19</i> | <i>6.88</i>  | <i>9.31</i>  | <i>11.77</i>                       |
| Small Cap Funds                        | -7.28        | .02                           | -4.23         | 9.67         | 2.67         | 7.70         | 10.69                              |
| <i>Russell 2000 Index</i>              | <i>-7.35</i> | <i>-.04</i>                   | <i>-4.68</i>  | <i>9.23</i>  | <i>2.74</i>  | <i>7.36</i>  | <i>9.98</i>                        |
| International Equities                 | .68          | 4.57                          | -.59          | 6.89         | 2.19         | 3.44         | 4.54                               |
| <i>MSCI EAFE Index</i>                 | <i>.91</i>   | <i>6.81</i>                   | <i>3.06</i>   | <i>8.53</i>  | <i>3.21</i>  | <i>4.56</i>  | <i>6.14</i>                        |
| <i>MSCI EM Free Index</i>              | <i>.15</i>   | <i>1.05</i>                   | <i>-8.49</i>  | <i>3.47</i>  | <i>-.67</i>  | <i>1.90</i>  | <i>2.77</i>                        |
| REIT Funds                             | -5.32        | -1.61                         | -15.46        | 5.05         | 4.05         |              |                                    |
| <i>Wilshire REIT Index</i>             | <i>-4.51</i> | <i>1.24</i>                   | <i>-12.91</i> | <i>7.46</i>  | <i>4.20</i>  | <i>5.65</i>  | <i>8.68</i>                        |
| Total Managed Portfolio                | 1.81         | 3.45                          | -.86          | 1.23         | 3.07         | 3.64         | 4.36                               |

**Account Inception: 07/01/2010**

Returns are gross of account level investment advisory fees and net of any fees, including fees to manage mutual fund or exchange traded fund holdings. Returns for periods over one year are annualized. The information presented has been obtained from sources believed to be accurate and reliable. Past performance is not indicative of future returns. Securities are not FDIC insured, have no bank guarantee, and may lose value.

## Asset Allocation – Central Contra Costa Transit Authority As of May 31, 2023

| Current Asset Allocation   |                | Investment Vehicle |  |                    |
|----------------------------|----------------|--------------------|--|--------------------|
| <b>Equity</b>              | <b>28.39%</b>  |                    | <b>Range: 20%-40%</b>                    | <b>1,381,089</b>   |
| Large Cap Core             | 8.06%          | IVV                | iShares Core S&P 500 ETF                 | 392,167            |
| Large Cap Value            | 3.66%          | IVE                | iShares S&P 500 Value ETF                | 178,013            |
| Large Cap Growth           | 3.17%          | IVW                | iShares S&P 500 Growth ETF               | 154,433            |
| Mid Cap Core               | 2.48%          | IWR                | iShares Russell Mid-Cap ETF              | 120,869            |
| Small Cap Value            | 1.99%          | IWN                | iShares Russell 2000 Value ETF           | 96,774             |
| Small Cap Growth           | 2.00%          | IWO                | iShares Russell 2000 Growth ETF          | 97,243             |
| International Core         | 3.85%          | IEFA               | iShares Core MSCI EAFE ETF               | 187,129            |
| Emerging Markets           | 2.25%          | VWO                | Vanguard FTSE Emerging Markets ETF       | 109,262            |
| Real Estate                | 0.93%          | VNQ                | Vanguard Real Estate ETF                 | 45,200             |
| <b>Fixed Income</b>        | <b>67.28%</b>  |                    | <b>Range: 50%-80%</b>                    | <b>3,273,315</b>   |
| Short-Term                 | 6.45%          | VFSUX              | Vanguard Short-Term Investment-Grade Adm | 313,589            |
| Intermediate-Term          | 52.71%         | AGG                | iShares Core US Aggregate Bond ETF       | 2,564,397          |
| Government Bond Fund       | 4.05%          | GOVT               | iShares US Treasury Bond ETF             | 197,110            |
| High Yield                 | 0.00%          | VWEAX              | Vanguard High-Yield Corporate Adm        | 203                |
| Mortgage Backed Securities | 4.07%          | MBB                | iShares MBS ETF                          | 198,016            |
| <b>Cash</b>                | <b>4.34%</b>   |                    | <b>Range: 0%-20%</b>                     | <b>211,111</b>     |
|                            | 4.34%          | FGZXX              | First American Government Oblig Z        | 211,111            |
| <b>TOTAL</b>               | <b>100.00%</b> |                    |  | <b>\$4,865,516</b> |

# CCCTA

## For Period Ending May 31, 2023

| LARGE CAP EQUITY FUNDS                      |                |                |              |               |               |               |                |
|---|----------------|----------------|--------------|---------------|---------------|---------------|----------------|
| Fund Name                                   | 1-Month Return | 3-Month Return | Year-to-Date | 1-Year Return | 3-Year Return | 5-Year Return | 10-Year Return |
| iShares S&P 500 Growth ETF                  | 2.48           | 9.98           | 13.88        | 1.77          | 10.80         | 11.56         | 13.38          |
| iShares S&P 500 Value ETF                   | -1.91          | 1.05           | 4.87         | 2.85          | 13.66         | 9.07          | 9.50           |
| iShares Core S&P 500 ETF                    | 0.43           | 5.74           | 9.64         | 2.89          | 12.89         | 10.98         | 11.95          |
| MID CAP EQUITY FUNDS                        |                |                |              |               |               |               |                |
| iShares Russell Mid-Cap ETF                 | -2.80          | -4.82          | 0.57         | -4.62         | 10.01         | 6.73          | 9.14           |
| SMALL CAP EQUITY FUNDS                      |                |                |              |               |               |               |                |
| iShares Russell 2000 Value ETF              | -1.97          | -11.27         | -5.00        | -11.57        | 13.39         | 1.93          | 6.30           |
| iShares Russell 2000 Growth ETF             | 0.01           | -3.60          | 4.86         | 2.73          | 4.57          | 2.69          | 7.94           |
| INTERNATIONAL EQUITY FUNDS                  |                |                |              |               |               |               |                |
| iShares Core MSCI EAFE ETF                  | -3.90          | 1.42           | 6.73         | 2.55          | 8.45          | 3.09          | 4.90           |
| Vanguard FTSE Emerging Markets ETF          | -2.44          | -0.59          | 0.43         | -7.26         | 4.45          | 0.37          | 2.15           |
| REAL ESTATE FUNDS                           |                |                |              |               |               |               |                |
| Vanguard Real Estate ETF                    | -3.98          | -5.74          | -2.01        | -15.84        | 4.80          | 4.08          | 5.34           |
| BOND FUNDS                                  |                |                |              |               |               |               |                |
| iShares Core US Aggregate Bond ETF          | -1.08          | 2.03           | 2.62         | -2.13         | -3.66         | 0.78          | 1.35           |
| Vanguard Short-Term Investment-Grade Adm    | -0.43          | 1.75           | 2.09         | 0.58          | -0.42         | 1.60          | 1.62           |
| iShares US Treasury Bond ETF                | -1.15          | 2.25           | 2.66         | -2.23         | -4.60         | 0.50          | 0.83           |
| iShares MBS ETF                             | -0.75          | 1.70           | 2.36         | -2.74         | -3.65         | 0.08          | 0.93           |
| <b>Bloomberg US Agg Bond TR USD</b>         | <b>-1.09</b>   | <b>2.04</b>    | <b>2.46</b>  | <b>-2.14</b>  | <b>-3.65</b>  | <b>0.81</b>   | <b>1.39</b>    |
| Vanguard High-Yield Corporate Adm           | -0.83          | 1.28           | 3.03         | 0.32          | 2.10          | 3.21          | 3.79           |
| <b>ICE BofA US High Yield Mstr II Index</b> | <b>-0.95</b>   | <b>1.13</b>    | <b>3.73</b>  | <b>-0.17</b>  | <b>2.99</b>   | <b>2.92</b>   | <b>3.93</b>    |

Source: SEI Investments, Morningstar Investments

Returns less than one year are not annualized. Past performance is no indication of future results. The information presented has been obtained from sources believed to be accurate and reliable. Securities are not FDIC insured, have no bank guarantee and may lose value.





## PARS DIVERSIFIED PORTFOLIOS CONSERVATIVE

Q1 2023

### WHY THE PARS DIVERSIFIED CONSERVATIVE PORTFOLIO?

#### Comprehensive Investment Solution

HighMark® Capital Management, Inc.'s (HighMark) diversified investment portfolios are designed to balance return expectations with risk tolerance. Key features include: sophisticated asset allocation and optimization techniques, four layers of diversification (asset class, style, manager, and security), access to rigorously screened, top tier money managers, flexible investment options, and experienced investment management.

#### Rigorous Manager Due Diligence

Our manager review committee utilizes a rigorous screening process that searches for investment managers and styles that have not only produced above-average returns within acceptable risk parameters, but have the resources and commitment to continue to deliver these results. We have set high standards for our investment managers and funds. This is a highly specialized, time consuming approach dedicated to one goal: competitive and consistent performance.

#### Flexible Investment Options

In order to meet the unique needs of our clients, we offer access to flexible implementation strategies: HighMark Plus utilizes actively managed mutual funds while Index Plus utilizes index-based securities, including exchange-traded funds. Both investment options leverage HighMark's active asset allocation approach.

#### Risk Management

The portfolio is constructed to control risk through four layers of diversification – asset classes (cash, fixed income, equity), investment styles (large cap, small cap, international, value, growth), managers and securities. Disciplined mutual fund selection and monitoring process helps to drive return potential while reducing portfolio risk.

### PORTFOLIO FACTS

#### HighMark Plus (Active)

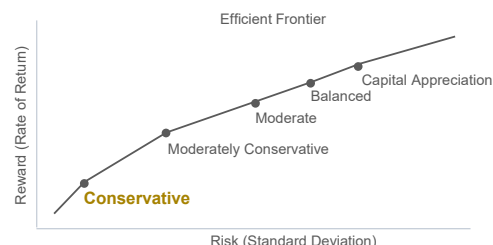
Composite Inception Date 07/2004  
No of Holdings in Portfolio 20

#### Index Plus (Passive)

Composite Inception Date 07/2004  
No of Holdings in Portfolio 13

### INVESTMENT OBJECTIVE

To provide a consistent level of inflation-protected income over the long-term. The major portion of the assets will be fixed income related. Equity securities are utilized to provide inflation protection.



### ASSET ALLOCATION — CONSERVATIVE PORTFOLIO

|              | Strategic Range | Policy | Tactical |
|--------------|-----------------|--------|----------|
| Equity       | 5 – 20%         | 15%    | 14%      |
| Fixed Income | 60 – 95%        | 80%    | 82%      |
| Cash         | 0 – 20%         | 5%     | 4%       |

### ANNUALIZED TOTAL RETURNS

(Gross of Investment Management Fees, but Net of Embedded Fund Fees)

|                         | HighMark Plus Composite (Active) |        | Index Plus Composite (Passive) |        |
|-------------------------|----------------------------------|--------|--------------------------------|--------|
|                         | Gross                            | Net    | Gross                          | Net    |
| Current Quarter*        | 3.37%                            | 3.28%  | 3.26%                          | 3.17%  |
| Blended Benchmark**, ** | 3.01%                            |        | 3.01%                          |        |
| Year To Date*           | 3.37%                            | 3.28%  | 3.26%                          | 3.17%  |
| Blended Benchmark**, ** | 3.01%                            |        | 3.01%                          |        |
| 1 Year                  | -4.69%                           | -5.03% | -4.04%                         | -4.38% |
| Blended Benchmark**     | -3.40%                           |        | -3.40%                         |        |
| 3 Year                  | 1.69%                            | 1.32%  | 0.77%                          | 0.41%  |
| Blended Benchmark**     | 1.16%                            |        | 1.16%                          |        |
| 5 Year                  | 2.18%                            | 1.81%  | 2.12%                          | 1.75%  |
| Blended Benchmark**     | 2.32%                            |        | 2.32%                          |        |
| 10 Year                 | 2.67%                            | 2.30%  | 2.48%                          | 2.11%  |
| Blended Benchmark**     | 2.65%                            |        | 2.65%                          |        |

\* Returns less than one year are not annualized. \*\*Breakdown for Blended Benchmark: From 10/1/2012 - Present: 7.5% S&P 500, 1.5% Russell Mid Cap, 2.5% Russell 2000, 1% MSCI EM (net), 2% MSCI EAFE (net), 52.25% Bloomberg US Agg, 25.75% ICE BofA 1-3 Yr US Corp/Gov't, 2% ICE BofA US High Yield Master II, 0.5% Wilshire REIT, and 5% FTSE 1 Mth US T-Bill. From 4/1/2007 – 9/30/2012, the blended benchmark was 12% S&P 500, 1% Russell 2000, 2% MSCI EAFE (net), 40% ICE BofA 1-3 Year Corp./Gov't, 40% Bloomberg US Agg, 5% FTSE 1 Mth US T-Bill. Prior to April 2007, the blended benchmark was 15% S&P 500, 40% ICE BofA 1-3Yr Corp/Gov, 40% Bloomberg US Agg, and 5% FTSE 1 Mth US T-Bill.

### ANNUAL RETURNS

(Gross of Investment Management Fees, but Net of Embedded Fund Fees)

|      | HighMark Plus Composite (Active) |  | Index Plus Composite (Passive) |  |
|------|----------------------------------|--|--------------------------------|--|
|      |                                  |  |                                |  |
| 2008 | -9.04%                           |  | -6.70%                         |  |
| 2009 | 15.59%                           |  | 10.49%                         |  |
| 2010 | 8.68%                            |  | 7.67%                          |  |
| 2011 | 2.19%                            |  | 3.70%                          |  |
| 2012 | 8.45%                            |  | 6.22%                          |  |
| 2013 | 3.69%                            |  | 3.40%                          |  |
| 2014 | 3.88%                            |  | 4.32%                          |  |
| 2015 | 0.29%                            |  | 0.06%                          |  |
| 2016 | 4.18%                            |  | 3.75%                          |  |
| 2017 | 6.73%                            |  | 5.52%                          |  |
| 2018 | -1.35%                           |  | -1.09%                         |  |
| 2019 | 11.05%                           |  | 10.37%                         |  |
| 2020 | 9.03%                            |  | 8.56%                          |  |
| 2021 | 2.20%                            |  | 1.97%                          |  |
| 2022 | -12.63%                          |  | -12.06%                        |  |

## HOLDINGS

### HighMark Plus (Active)

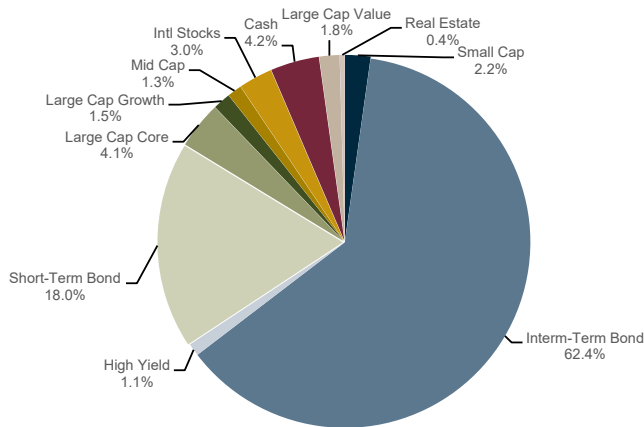
Columbia Contrarian Core I3  
 Vanguard Growth & Income Adm  
 Dodge & Cox Stock Fund  
 iShares S&P 500 Value ETF  
 Harbor Capital Appreciation - Retirement  
 iShares S&P 500 Growth ETF  
 iShares Russell Mid-Cap ETF  
 Vanguard Real Estate ETF  
 Undiscovered Managers Behavioral Value-R6  
 Emerald Growth Fund-I  
 DFA Large Cap International Portfolio  
 Dodge & Cox International Stock  
 MFS International Growth - R6  
 Hartford Schroders Emerging Markets Eq  
 Vanguard Short-Term Invest-Grade Adm  
 PIMCO High Yield Instl  
 Dodge & Cox Income-I  
 PGIM Total Return Bond - R6  
 DoubleLine Core Fixed Income - I  
 First American Government Obligations Z

### Index Plus (Passive)

iShares Core S&P 500 ETF  
 iShares S&P 500 Value ETF  
 iShares S&P 500 Growth ETF  
 iShares Russell Mid-Cap ETF  
 Vanguard Real Estate ETF  
 iShares Russell 2000 Value ETF  
 iShares Russell 2000 Growth ETF  
 iShares Core MSCI EAFE ETF  
 Vanguard FTSE Emerging Markets ETF  
 Vanguard Short-Term Invest-Grade Adm  
 iShares Core U.S. Aggregate  
 Vanguard High-Yield Corp Adm  
 First American Government Obligations Z

*Holdings are subject to change at the discretion of the investment manager.*

## STYLE



The performance records shown represent size-weighted composites of tax exempt accounts that meet the following criteria: Accounts are managed by HighMark with full investment authority according to the PARS Conservative active and passive objectives.

The adviser to the PARS portfolios is U.S. Bank, and HighMark serves as sub-adviser to U.S. Bank to manage these portfolios. U.S. Bank may charge clients as much as 0.60% annual management fee based on a sliding scale. U.S. Bank pays HighMark 60% of the annual management fee for assets sub-advised by HighMark under its sub-advisory agreement with U.S. Bank. The 0.36% paid to HighMark, as well as other expenses that may be incurred in the management of the portfolio, will reduce the portfolio's returns. Assuming an investment for five years, a 5% annual total return, and an annual sub-advisory fee rate of 0.36% deducted from the assets at market at the end of each year, a \$10 million initial value would grow to \$12.53 million after fees (Net-of-Fees) and \$12.76 million before fees (Gross-of-Fees). Gross returns are presented before management and custodial fees but after all trading expenses and reflect the reinvestment of dividends and other income. A client's return will be reduced by the advisory fees and other expenses it may incur as a client. Additional information regarding the firm's policies and procedures for calculating and reporting performance results is available upon request. Performance results are calculated and presented in U.S. dollars and do not reflect the deduction of investment advisory fees, custody fees, or taxes but do reflect the deduction of trading expenses. Returns are calculated based on trade-date accounting.

Blended benchmarks represent HighMark's strategic allocations between equity, fixed income, and cash and are rebalanced monthly. Benchmark returns do not reflect the deduction of advisory fees or other expenses of investing but assumes the reinvestment of dividends and other earnings. An investor cannot invest directly in an index. The unmanaged S&P 500 Index is representative of the performance of large companies in the U.S. stock market. The MSCI EAFE Index is a free float-adjusted market capitalization index designed to measure developed market equity performance, excluding the U.S. and Canada. The MSCI Emerging Markets Index is a free float-adjusted market capitalization index that is designed to measure equity market performance in the global emerging markets. The Russell Midcap Index measures the performance of the mid-cap segment of the U.S. equity universe. The Russell 2000 Index measures the performance of the small-cap segment of the U.S. equity universe. The ICE BofA U.S. High Yield Master II Index tracks the performance of below investment grade U.S. dollar-denominated corporate bonds publicly issued in the U.S. domestic market. Wishire REIT Index measures U.S. publicly traded Real Estate Investment Trusts. The unmanaged Bloomberg U.S. Aggregate Bond Index is generally representative of the U.S. taxable bond market as a whole. The ICE BofA 1-3 Year U.S. Corporate & Government Index tracks the bond performance of the ICE BofA U.S. Corporate & Government Index, with a remaining term to final maturity less than 3 years. The unmanaged FTSE 1-Month U.S. Treasury Bill Index tracks the yield of the 1-month U.S. Treasury Bill.

HighMark Capital Management, Inc. (HighMark), an SEC-registered investment adviser, is a wholly owned subsidiary of MUFG Union Bank, N.A. (MUFG Union Bank). HighMark manages institutional separate account portfolios for a wide variety of for-profit and nonprofit organizations, public agencies, and public and private retirement plans. HighMark and MUFG Union Bank's ultimate parent company is a wholly-owned subsidiary of U.S. Bancorp ("USB"). MUFG Union Bank provides certain services to HighMark and is compensated for these services. Past performance does not guarantee future results. Individual account management and construction will vary depending on each client's investment needs and objectives. **Investments employing HighMark strategies are NOT insured by the FDIC or by any other Federal Government Agency, are NOT Bank deposits, are NOT guaranteed by the Bank or any Bank affiliate, and MAY lose value, including possible loss of principal.**

## HIGHMARK CAPITAL MANAGEMENT

350 California Street  
 Suite 1600  
 San Francisco, CA 94104  
 800-582-4734

### ABOUT THE ADVISER

HighMark® Capital Management, Inc. (HighMark) has over 100 years (including predecessor organizations) of institutional money management experience with \$8.6 billion in assets under management and \$9.6 billion in assets under advisement\*. HighMark has a long term disciplined approach to money management and currently manages assets for a wide array of clients.

### ABOUT THE PORTFOLIO MANAGEMENT TEAM

#### Andrew Brown, CFA®

Senior Portfolio Manager  
 Investment Experience: since 1994  
 HighMark Tenure: since 1997  
 Education: MBA, University of Southern California; BA, University of Southern California

#### Salvatore "Tory" Milazzo III, CFA®

Senior Portfolio Manager  
 Investment Experience: since 2004  
 HighMark Tenure: since 2014  
 Education: BA, Colgate University

#### J. Keith Stribling, CFA®

Senior Portfolio Manager  
 Investment Experience: since 1985  
 HighMark Tenure: since 1995  
 Education: BA, Stetson University

#### Christiane Tsuda

Senior Portfolio Manager  
 Investment Experience: since 1987  
 HighMark Tenure: since 2010  
 Education: BA, International Christian University, Tokyo

#### Anne Wimmer, CFA®

Senior Portfolio Manager  
 Investment Experience: since 1987  
 HighMark Tenure: since 2007  
 Education: BA, University of California, Santa Barbara

### Asset Allocation Committee

Number of Members: 15  
 Average Years of Experience: 28  
 Average Tenure (Years): 16

### Manager Review Group

Number of Members: 6  
 Average Years of Experience: 23  
 Average Tenure (Years): 12

\*Assets under management ("AUM") include assets for which HighMark provides continuous and regular supervisory and management services. Assets under advisement ("AUA") include assets for which HighMark provides certain investment advisory services (including, but not limited to, investment research and strategies) for client assets of its parent company, MUFG Union Bank, N.A.



## PARS DIVERSIFIED PORTFOLIOS MODERATELY CONSERVATIVE

Q1 2023

### WHY THE PARS DIVERSIFIED MODERATELY CONSERVATIVE PORTFOLIO?

#### Comprehensive Investment Solution

HighMark® Capital Management, Inc.'s (HighMark) diversified investment portfolios are designed to balance return expectations with risk tolerance. Key features include: sophisticated asset allocation and optimization techniques, four layers of diversification (asset class, style, manager, and security), access to rigorously screened, top tier money managers, flexible investment options, and experienced investment management.

#### Rigorous Manager Due Diligence

Our manager review committee utilizes a rigorous screening process that searches for investment managers and styles that have not only produced above-average returns within acceptable risk parameters, but have the resources and commitment to continue to deliver these results. We have set high standards for our investment managers and funds. This is a highly specialized, time consuming approach dedicated to one goal: competitive and consistent performance.

#### Flexible Investment Options

In order to meet the unique needs of our clients, we offer access to flexible implementation strategies: HighMark Plus utilizes actively managed mutual funds while Index Plus utilizes index-based securities, including exchange-traded funds. Both investment options leverage HighMark's active asset allocation approach.

#### Risk Management

The portfolio is constructed to control risk through four layers of diversification – asset classes (cash, fixed income, equity), investment styles (large cap, small cap, international, value, growth), managers and securities. Disciplined mutual fund selection and monitoring process helps to drive return potential while reducing portfolio risk.

### PORTFOLIO FACTS

#### HighMark Plus (Active)

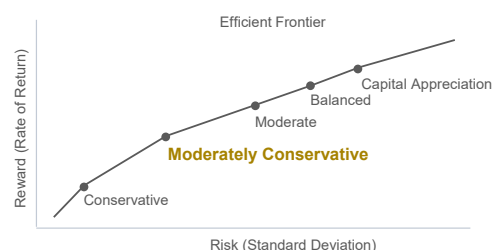
Composite Inception Date 08/2004  
No of Holdings in Portfolio 20

#### Index Plus (Passive)

Composite Inception Date 05/2005  
No of Holdings in Portfolio 13

### INVESTMENT OBJECTIVE

To provide current income, with capital appreciation as a secondary objective. The major portion of the assets is committed to income-producing securities. Market fluctuations should be expected.



### ASSET ALLOCATION — MODERATELY CONSERVATIVE PORTFOLIO

|              | Strategic Range | Policy | Tactical |
|--------------|-----------------|--------|----------|
| Equity       | 20 - 40%        | 30%    | 29%      |
| Fixed Income | 50 - 80%        | 65%    | 67%      |
| Cash         | 0 - 20%         | 5%     | 4%       |

### ANNUALIZED TOTAL RETURNS (Gross of Investment Management Fees, but Net of Embedded Fund Fees)

#### HighMark Plus Composite (Active)

|                       | Gross  | Net    |
|-----------------------|--------|--------|
| Current Quarter*      | 3.76%  | 3.67%  |
| Blended Benchmark*,** | 3.69%  |        |
| Year To Date*         | 3.76%  | 3.67%  |
| Blended Benchmark*,** | 3.69%  |        |
| 1 Year                | -5.33% | -5.67% |
| Blended Benchmark**   | -4.38% |        |
| 3 Year                | 4.38%  | 4.01%  |
| Blended Benchmark**   | 3.78%  |        |
| 5 Year                | 3.17%  | 2.80%  |
| Blended Benchmark**   | 3.45%  |        |
| 10 Year               | 3.82%  | 3.45%  |
| Blended Benchmark**   | 3.99%  |        |

#### Index Plus Composite (Passive)

|                       | Gross  | Net    |
|-----------------------|--------|--------|
| Current Quarter*      | 3.72%  | 3.63%  |
| Blended Benchmark*,** | 3.69%  |        |
| Year To Date*         | 3.72%  | 3.63%  |
| Blended Benchmark*,** | 3.69%  |        |
| 1 Year                | -4.66% | -5.00% |
| Blended Benchmark**   | -4.38% |        |
| 3 Year                | 3.36%  | 2.99%  |
| Blended Benchmark**   | 3.78%  |        |
| 5 Year                | 3.19%  | 2.82%  |
| Blended Benchmark**   | 3.45%  |        |
| 10 Year               | 3.72%  | 3.35%  |
| Blended Benchmark**   | 3.99%  |        |

\* Returns less than one year are not annualized. \*\*Breakdown for Blended Benchmark: From 10/1/2012 - Present: 15.5% S&P500, 3% Russell Mid Cap, 4.5% Russell 2000, 2% MSCI EM (net), 4% MSCI EAFE (net), 49.25% Bloomberg US Agg, 14% ICE BofA 1-3 Yr US Corp/Gov't, 1.75% ICE BofA US High Yield Master II, 1% Wilshire REIT, and 5% FTSE 1 Mth US T-Bill. From 4/1/2007 - 9/30/2012: the blended benchmark was 25% S&P 500; 1.5% Russell 2000, 3.5% MSCI EAFE (net), 25% ICE BofA 1-3 Year Corp./Gov't, 40% Bloomberg US Agg, 5% FTSE 1 Mth US T-Bill. Prior to April 2007, the blended benchmark was 30% S&P 500, 25% ICE BofA 1-3Yr Corp/Gov, 40% Bloomberg US Agg, and 5% FTSE 1 Mth US T-Bill.

### ANNUAL RETURNS (Gross of Investment Management Fees, but Net of Embedded Fund Fees)

#### HighMark Plus Composite (Active)

|      |         |
|------|---------|
| 2008 | -15.37% |
| 2009 | 18.71%  |
| 2010 | 10.46%  |
| 2011 | 1.75%   |
| 2012 | 10.88%  |
| 2013 | 7.30%   |
| 2014 | 4.41%   |
| 2015 | 0.32%   |
| 2016 | 4.94%   |
| 2017 | 9.56%   |
| 2018 | -2.60%  |
| 2019 | 13.73%  |
| 2020 | 10.76%  |
| 2021 | 5.15%   |
| 2022 | -13.46% |

#### Index Plus Composite (Passive)

|      |         |
|------|---------|
| 2008 | -12.40% |
| 2009 | 11.92%  |
| 2010 | 9.72%   |
| 2011 | 3.24%   |
| 2012 | 8.24%   |
| 2013 | 6.78%   |
| 2014 | 5.40%   |
| 2015 | -0.18%  |
| 2016 | 5.42%   |
| 2017 | 8.08%   |
| 2018 | -2.33%  |
| 2019 | 13.53%  |
| 2020 | 9.74%   |
| 2021 | 5.33%   |
| 2022 | -13.00% |

## HOLDINGS

### HighMark Plus (Active)

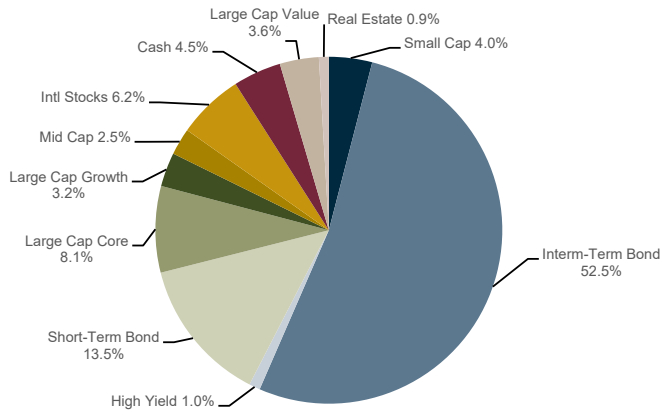
Columbia Contrarian Core I3  
 Vanguard Growth & Income Adm  
 Dodge & Cox Stock Fund  
 iShares S&P 500 Value ETF  
 Harbor Capital Appreciation - Retirement  
 iShares S&P 500 Growth ETF  
 iShares Russell Mid-Cap ETF  
 Vanguard Real Estate ETF  
 Undiscovered Managers Behavioral Value-R6  
 Emerald Growth Fund-I  
 DFA Large Cap International Portfolio  
 Dodge & Cox International Stock  
 MFS International Growth - R6  
 Hartford Schroders Emerging Markets Eq  
 Vanguard Short-Term Invest-Grade Adm  
 PIMCO High Yield Instl  
 Dodge & Cox Income-I  
 PGIM Total Return Bond - R6  
 DoubleLine Core Fixed Income - I  
 First American Government Obligations Z

### Index Plus (Passive)

iShares Core S&P 500 ETF  
 iShares S&P 500 Value ETF  
 iShares S&P 500 Growth ETF  
 iShares Russell Mid-Cap ETF  
 Vanguard Real Estate ETF  
 iShares Russell 2000 Value ETF  
 iShares Russell 2000 Growth ETF  
 iShares Core MSCI EAFE ETF  
 Vanguard FTSE Emerging Markets ETF  
 Vanguard Short-Term Invest-Grade Adm  
 iShares Core U.S. Aggregate  
 Vanguard High-Yield Corp Adm  
 First American Government Obligations Z

*Holdings are subject to change at the discretion of the investment manager.*

## STYLE



The performance records shown represent a size-weighted composite of tax exempt accounts that meet the following criteria: Accounts are managed by HighMark with full investment authority according to the PARS Moderately Conservative active and passive objectives.

The adviser to the PARS portfolios is U.S. Bank, and HighMark serves as sub-adviser to U.S. Bank to manage these portfolios. U.S. Bank may charge clients as much as 0.60% annual management fee based on a sliding scale. U.S. Bank pays HighMark 60% of the annual management fee for assets sub-advised by HighMark under its sub-advisory agreement with U.S. Bank. The 0.36% paid to HighMark, as well as other expenses that may be incurred in the management of the portfolio, will reduce the portfolio's returns. Assuming an investment for five years, a 5% annual total return, and an annual sub-advisory fee rate of 0.36% deducted from the assets at market at the end of each year, a \$10 million initial value would grow to \$12.53 million after fees (Net-of-Fees) and \$12.76 million before fees (Gross-of-Fees). Gross returns are presented before management and custodial fees but after all trading expenses and reflect the reinvestment of dividends and other income. A client's return will be reduced by the advisory fees and other expenses it may incur as a client. Additional information regarding the firm's policies and procedures for calculating and reporting performance results is available upon request. Performance results are calculated and presented in U.S. dollars and do not reflect the deduction of investment advisory fees, custody fees, or taxes but do reflect the deduction of trading expenses. Returns are calculated based on trade-date accounting.

Blended benchmarks represent HighMark's strategic allocations between equity, fixed income, and cash and are rebalanced monthly. Benchmark returns do not reflect the deduction of advisory fees or other expenses of investing but assumes the reinvestment of dividends and other earnings. An investor cannot invest directly in an index. The unmanaged S&P 500 Index is representative of the performance of large companies in the U.S. stock market. The MSCI EAFE Index is a free float-adjusted market capitalization index designed to measure developed market equity performance, excluding the U.S. and Canada. The MSCI Emerging Markets Index is a free float-adjusted market capitalization index that is designed to measure equity market performance in the global emerging markets. The Russell Midcap Index measures the performance of the mid-cap segment of the U.S. equity universe. The Russell 2000 Index measures the performance of the small-cap segment of the U.S. equity universe. The ICE BofA U.S. High Yield Master II Index tracks the performance of below investment grade U.S. dollar-denominated corporate bonds publicly issued in the U.S. domestic market. Wilshire REIT index measures U.S. publicly traded Real Estate Investment Trusts. The unmanaged Bloomberg U.S. Aggregate Bond Index is generally representative of the U.S. taxable bond market as a whole. The ICE BofA 1-3 Year U.S. Corporate & Government Index tracks the bond performance of the ICE BofA U.S. Corporate & Government Index, with a remaining term to final maturity less than 3 years. The unmanaged FTSE 1-Month U.S. Treasury Bill Index tracks the yield of the 1-month U.S. Treasury Bill.

HighMark Capital Management, Inc. (HighMark), an SEC-registered investment adviser, is a wholly owned subsidiary of MUFG Union Bank, N.A. (MUFG Union Bank). HighMark manages institutional separate account portfolios for a wide variety of for-profit and nonprofit organizations, public agencies, and public and private retirement plans. HighMark and MUFG Union Bank's ultimate parent company is a wholly-owned subsidiary of U.S. Bancorp ("USB"). MUFG Union Bank provides certain services to HighMark and is compensated for these services. Past performance does not guarantee future results. Individual account management and construction will vary depending on each client's investment needs and objectives. Investments employing HighMark strategies are NOT insured by the FDIC or by any other Federal Government Agency, are NOT Bank deposits, are NOT guaranteed by the Bank or any Bank affiliate, and MAY lose value, including possible loss of principal.

## HIGHMARK CAPITAL MANAGEMENT

350 California Street  
 Suite 1600  
 San Francisco, CA 94104  
 800-582-4734

### ABOUT THE ADVISER

HighMark® Capital Management, Inc. (HighMark) has over 100 years (including predecessor organizations) of institutional money management experience with \$8.6 billion in assets under management and \$9.6 billion in assets under advisement\*. HighMark has a long term disciplined approach to money management and currently manages assets for a wide array of clients.

### ABOUT THE PORTFOLIO MANAGEMENT TEAM

#### Andrew Brown, CFA®

Senior Portfolio Manager  
 Investment Experience: since 1994  
 HighMark Tenure: since 1997  
 Education: MBA, University of Southern California; BA, University of Southern California

#### Salvatore "Tory" Milazzo III, CFA®

Senior Portfolio Manager  
 Investment Experience: since 2004  
 HighMark Tenure: since 2014  
 Education: BA, Colgate University

#### J. Keith Stribling, CFA®

Senior Portfolio Manager  
 Investment Experience: since 1985  
 HighMark Tenure: since 1995  
 Education: BA, Stetson University

#### Christiane Tsuda

Senior Portfolio Manager  
 Investment Experience: since 1987  
 HighMark Tenure: since 2010  
 Education: BA, International Christian University, Tokyo

#### Anne Wimmer, CFA®

Senior Portfolio Manager  
 Investment Experience: since 1987  
 HighMark Tenure: since 2007  
 Education: BA, University of California, Santa Barbara

### Asset Allocation Committee

Number of Members: 15  
 Average Years of Experience: 28  
 Average Tenure (Years): 16

### Manager Review Group

Number of Members: 6  
 Average Years of Experience: 23  
 Average Tenure (Years): 12

\*Assets under management ("AUM") include assets for which HighMark provides continuous and regular supervisory and management services. Assets under advisement ("AUA") include assets for which HighMark provides certain investment advisory services (including, but not limited to, investment research and strategies) for client assets of its parent company, MUFG Union Bank, N.A.



## PARS DIVERSIFIED PORTFOLIOS MODERATE

Q1 2023

### WHY THE PARS DIVERSIFIED MODERATE PORTFOLIO?

#### Comprehensive Investment Solution

HighMark® Capital Management, Inc.'s (HighMark) diversified investment portfolios are designed to balance return expectations with risk tolerance. Key features include: sophisticated asset allocation and optimization techniques, four layers of diversification (asset class, style, manager, and security), access to rigorously screened, top tier money managers, flexible investment options, and experienced investment management.

#### Rigorous Manager Due Diligence

Our manager review committee utilizes a rigorous screening process that searches for investment managers and styles that have not only produced above-average returns within acceptable risk parameters, but have the resources and commitment to continue to deliver these results. We have set high standards for our investment managers and funds. This is a highly specialized, time consuming approach dedicated to one goal: competitive and consistent performance.

#### Flexible Investment Options

In order to meet the unique needs of our clients, we offer access to flexible implementation strategies: HighMark Plus utilizes actively managed mutual funds while Index Plus utilizes index-based securities, including exchange-traded funds. Both investment options leverage HighMark's active asset allocation approach.

#### Risk Management

The portfolio is constructed to control risk through four layers of diversification – asset classes (cash, fixed income, equity), investment styles (large cap, small cap, international, value, growth), managers and securities. Disciplined mutual fund selection and monitoring process helps to drive return potential while reducing portfolio risk.

### PORTFOLIO FACTS

#### HighMark Plus (Active)

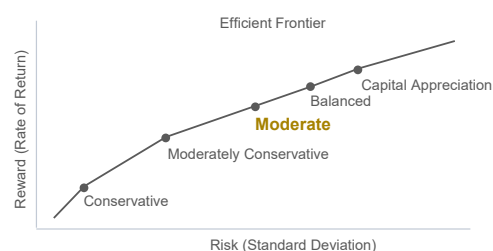
|                             |         |
|-----------------------------|---------|
| Composite Inception Date    | 10/2004 |
| No of Holdings in Portfolio | 20      |

#### Index Plus (Passive)

|                             |         |
|-----------------------------|---------|
| Composite Inception Date    | 05/2006 |
| No of Holdings in Portfolio | 13      |

### INVESTMENT OBJECTIVE

To provide current income and moderate capital appreciation. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important.



### ASSET ALLOCATION — MODERATE PORTFOLIO

|              | Strategic Range | Policy | Tactical |
|--------------|-----------------|--------|----------|
| Equity       | 40 - 60%        | 50%    | 47%      |
| Fixed Income | 40 - 60%        | 45%    | 48%      |
| Cash         | 0 - 20%         | 5%     | 5%       |

### ANNUALIZED TOTAL RETURNS (Gross of Investment Management Fees, but Net of Embedded Fund Fees)

#### HighMark Plus Composite (Active)

|                       | Gross  | Net    |
|-----------------------|--------|--------|
| Current Quarter*      | 4.42%  | 4.33%  |
| Blended Benchmark*,** | 4.39%  |        |
| Year To Date*         | 4.42%  | 4.33%  |
| Blended Benchmark*,** | 4.39%  |        |
| 1 Year                | -6.09% | -6.43% |
| Blended Benchmark**   | -5.25% |        |
| 3 Year                | 7.93%  | 7.54%  |
| Blended Benchmark**   | 7.65%  |        |
| 5 Year                | 4.60%  | 4.23%  |
| Blended Benchmark**   | 4.97%  |        |
| 10 Year               | 5.44%  | 5.06%  |
| Blended Benchmark**   | 5.74%  |        |

#### Index Plus Composite (Passive)

|                       | Gross  | Net    |
|-----------------------|--------|--------|
| Current Quarter*      | 4.29%  | 4.19%  |
| Blended Benchmark*,** | 4.39%  |        |
| Year To Date*         | 4.29%  | 4.19%  |
| Blended Benchmark*,** | 4.39%  |        |
| 1 Year                | -5.45% | -5.79% |
| Blended Benchmark**   | -5.25% |        |
| 3 Year                | 7.08%  | 6.69%  |
| Blended Benchmark**   | 7.65%  |        |
| 5 Year                | 4.55%  | 4.18%  |
| Blended Benchmark**   | 4.97%  |        |
| 10 Year               | 5.31%  | 4.93%  |
| Blended Benchmark**   | 5.74%  |        |

\* Returns less than one year are not annualized. \*\*Breakdown for Blended Benchmark: From 10/1/2012 – Present: 26.5% S&P500, 5% Russell Mid Cap, 7.5% Russell 2000, 3.25% MSCI EM (net), 6% MSCI EAFE (net), 33.50% Bloomberg US Agg, 10% ICE BofA 1-3 Yr US Corp/Govt, 1.50% ICE BofA US High Yield Master II, 1.75% Wilshire REIT, and 5% FTSE 1 Mth US T-Bill. From 4/1/2007 – 9/30/2012: the blended benchmark was 43% S&P 500, 2% Russell 2000, 5% MSCI EAFE (net), 15% ICE BofA 1-3 Year Corp/Govt, 30% Bloomberg US Agg, 5% FTSE 1 Mth US T-Bill. Prior to April 2007: the blended benchmark was 50% S&P 500, 15% ICE BofA 1-3Yr Corp/Govt, 30% Bloomberg US Agg, and 5% FTSE 1 Mth US T-Bill.

### ANNUAL RETURNS

(Gross of Investment Management Fees, but Net of Embedded Fund Fees)

#### HighMark Plus Composite (Active)

|      |         |
|------|---------|
| 2008 | -22.88% |
| 2009 | 21.47%  |
| 2010 | 12.42%  |
| 2011 | 0.55%   |
| 2012 | 12.25%  |
| 2013 | 13.06%  |
| 2014 | 4.84%   |
| 2015 | 0.14%   |
| 2016 | 6.45%   |
| 2017 | 13.19%  |
| 2018 | -4.03%  |
| 2019 | 17.71%  |
| 2020 | 12.92%  |
| 2021 | 9.31%   |
| 2022 | -14.63% |

#### Index Plus Composite (Passive)

|      |         |
|------|---------|
| 2008 | -18.14% |
| 2009 | 16.05%  |
| 2010 | 11.77%  |
| 2011 | 2.29%   |
| 2012 | 10.91%  |
| 2013 | 12.79%  |
| 2014 | 5.72%   |
| 2015 | -0.52%  |
| 2016 | 7.23%   |
| 2017 | 11.59%  |
| 2018 | -4.03%  |
| 2019 | 17.52%  |
| 2020 | 11.23%  |
| 2021 | 10.18%  |
| 2022 | -14.21% |

## HOLDINGS

### HighMark Plus (Active)

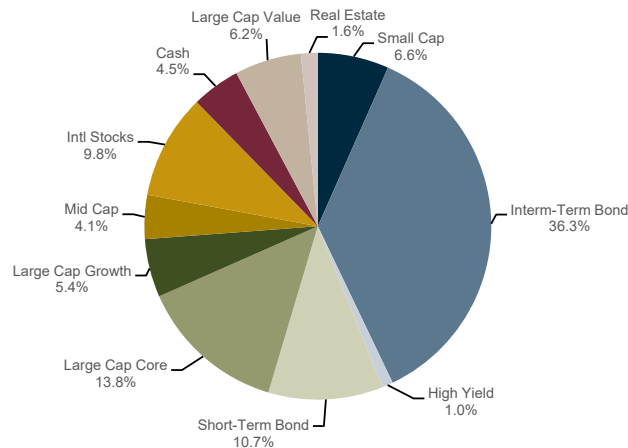
Columbia Contrarian Core I3  
 Vanguard Growth & Income Adm  
 Dodge & Cox Stock Fund  
 iShares S&P 500 Value ETF  
 Harbor Capital Appreciation - Retirement  
 iShares S&P 500 Growth ETF  
 iShares Russell Mid-Cap ETF  
 Vanguard Real Estate ETF  
 Undiscovered Managers Behavioral Value-R6  
 Emerald Growth Fund-I  
 DFA Large Cap International Portfolio  
 Dodge & Cox International Stock  
 MFS International Growth - R6  
 Hartford Schroders Emerging Markets Eq  
 Vanguard Short-Term Invest-Grade Adm  
 PIMCO High Yield Instl  
 Dodge & Cox Income-I  
 PGIM Total Return Bond - R6  
 DoubleLine Core Fixed Income - I  
 First American Government Obligations Z

### Index Plus (Passive)

iShares Core S&P 500 ETF  
 iShares S&P 500 Value ETF  
 iShares S&P 500 Growth ETF  
 iShares Russell Mid-Cap ETF  
 Vanguard Real Estate ETF  
 iShares Russell 2000 Value ETF  
 iShares Russell 2000 Growth ETF  
 iShares Core MSCI EAFE ETF  
 Vanguard FTSE Emerging Markets ETF  
 Vanguard Short-Term Invest-Grade Adm  
 iShares Core U.S. Aggregate  
 Vanguard High-Yield Corp Adm  
 First American Government Obligations Z

*Holdings are subject to change at the discretion of the investment manager.*

## STYLE



The performance records shown represent size-weighted composites of tax exempt accounts that meet the following criteria: Accounts are managed by HighMark with full investment authority according to the PARS Moderate active and passive objectives.

The adviser to the PARS portfolios is U.S. Bank, and HighMark serves as sub-adviser to U.S. Bank to manage these portfolios. U.S. Bank may charge clients as much as 0.60% annual management fee based on a sliding scale. U.S. Bank pays HighMark 60% of the annual management fee for assets sub-advised by HighMark under its sub-advisory agreement with U.S. Bank. The 0.36% paid to HighMark, as well as other expenses that may be incurred in the management of the portfolio, will reduce the portfolio's returns. Assuming an investment for five years, a 5% annual total return, and an annual sub-advisory fee rate of 0.36% deducted from the assets at market at the end of each year, a \$10 million initial value would grow to \$12.53 million after fees (Net-of-Fees) and \$12.76 million before fees (Gross-of-Fees). Gross returns are presented before management and custodial fees but after all trading expenses and reflect the reinvestment of dividends and other income. A client's return will be reduced by the advisory fees and other expenses it may incur as a client. Additional information regarding the firm's policies and procedures for calculating and reporting performance results is available upon request. Performance results are calculated and presented in U.S. dollars and do not reflect the deduction of investment advisory fees, custody fees, or taxes but do reflect the deduction of trading expenses. Returns are calculated based on trade-date accounting.

Blended benchmarks represent HighMark's strategic allocations between equity, fixed income, and cash and are rebalanced monthly. Benchmark returns do not reflect the deduction of advisory fees or other expenses of investing but assumes the reinvestment of dividends and other earnings. An investor cannot invest directly in an index. The unmanaged S&P 500 Index is representative of the performance of large companies in the U.S. stock market. The MSCI EAFE Index is a free float-adjusted market capitalization index designed to measure developed market equity performance, excluding the U.S. and Canada. The MSCI Emerging Markets Index is a free float-adjusted market capitalization index that is designed to measure equity market performance in the global emerging markets. The Russell Midcap Index measures the performance of the mid-cap segment of the U.S. equity universe. The Russell 2000 Index measures the performance of the small-cap segment of the U.S. equity universe. The ICE BofA U.S. High Yield Master II Index tracks the performance of below investment grade U.S. dollar-denominated corporate bonds publicly issued in the U.S. domestic market. Wilshire REIT index measures U.S. publicly traded Real Estate Investment Trusts. The unmanaged Bloomberg U.S. Aggregate Bond Index is generally representative of the U.S. taxable bond market as a whole. The ICE BofA 1-3 Year U.S. Corporate & Government Index tracks the bond performance of the ICE BofA U.S. Corporate & Government Index, with a remaining term to final maturity less than 3 years. The unmanaged FTSE 1-Month U.S. Treasury Bill Index tracks the yield of the 1-month U.S. Treasury Bill.

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## HIGHMARK CAPITAL MANAGEMENT

350 California Street  
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### ABOUT THE ADVISER

HighMark® Capital Management, Inc. (HighMark) has over 100 years (including predecessor organizations) of institutional money management experience with \$8.6 billion in assets under management and \$9.6 billion in assets under advisement\*. HighMark has a long term disciplined approach to money management and currently manages assets for a wide array of clients.

### ABOUT THE PORTFOLIO MANAGEMENT TEAM

#### Andrew Brown, CFA®

Senior Portfolio Manager  
 Investment Experience: since 1994  
 HighMark Tenure: since 1997  
 Education: MBA, University of Southern California; BA, University of Southern California

#### Salvatore "Tory" Milazzo III, CFA®

Senior Portfolio Manager  
 Investment Experience: since 2004  
 HighMark Tenure: since 2014  
 Education: BA, Colgate University

#### J. Keith Stribling, CFA®

Senior Portfolio Manager  
 Investment Experience: since 1985  
 HighMark Tenure: since 1995  
 Education: BA, Stetson University

#### Christiane Tsuda

Senior Portfolio Manager  
 Investment Experience: since 1987  
 HighMark Tenure: since 2010  
 Education: BA, International Christian University, Tokyo

#### Anne Wimmer, CFA®

Senior Portfolio Manager  
 Investment Experience: since 1987  
 HighMark Tenure: since 2007  
 Education: BA, University of California, Santa Barbara

### Asset Allocation Committee

Number of Members: 15  
 Average Years of Experience: 28  
 Average Tenure (Years): 16

### Manager Review Group

Number of Members: 6  
 Average Years of Experience: 23  
 Average Tenure (Years): 12

\*Assets under management ("AUM") include assets for which HighMark provides continuous and regular supervisory and management services. Assets under advisement ("AUA") include assets for which HighMark provides certain investment advisory services (including, but not limited to, investment research and strategies) for client assets of its parent company, MUFG Union Bank, N.A.



## PARS DIVERSIFIED PORTFOLIOS BALANCED

Q1 2023

### WHY THE PARS DIVERSIFIED BALANCED PORTFOLIO?

#### Comprehensive Investment Solution

HighMark® Capital Management, Inc.'s (HighMark) diversified investment portfolios are designed to balance return expectations with risk tolerance. Key features include: sophisticated asset allocation and optimization techniques, four layers of diversification (asset class, style, manager, and security), access to rigorously screened, top tier money managers, flexible investment options, and experienced investment management.

#### Rigorous Manager Due Diligence

Our manager review committee utilizes a rigorous screening process that searches for investment managers and styles that have not only produced above-average returns within acceptable risk parameters, but have the resources and commitment to continue to deliver these results. We have set high standards for our investment managers and funds. This is a highly specialized, time consuming approach dedicated to one goal: competitive and consistent performance.

#### Flexible Investment Options

In order to meet the unique needs of our clients, we offer access to flexible implementation strategies: HighMark Plus utilizes actively managed mutual funds while Index Plus utilizes index-based securities, including exchange-traded funds. Both investment options leverage HighMark's active asset allocation approach.

#### Risk Management

The portfolio is constructed to control risk through four layers of diversification – asset classes (cash, fixed income, equity), investment styles (large cap, small cap, international, value, growth), managers and securities. Disciplined mutual fund selection and monitoring process helps to drive return potential while reducing portfolio risk.

### PORTFOLIO FACTS

#### HighMark Plus (Active)

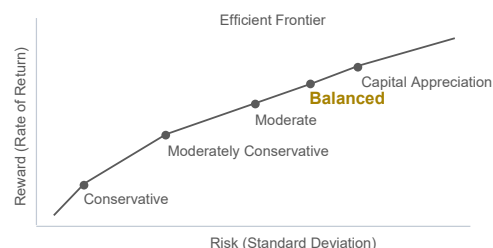
|                             |         |
|-----------------------------|---------|
| Composite Inception Date    | 10/2006 |
| No of Holdings in Portfolio | 20      |

#### Index Plus (Passive)

|                             |         |
|-----------------------------|---------|
| Composite Inception Date    | 10/2007 |
| No of Holdings in Portfolio | 13      |

### INVESTMENT OBJECTIVE

To provide growth of principal and income. While dividend and interest income are an important component of the objective's total return, it is expected that capital appreciation will comprise a larger portion of the total return.



### ASSET ALLOCATION — BALANCED PORTFOLIO

|              | Strategic Range | Policy | Tactical |
|--------------|-----------------|--------|----------|
| Equity       | 50 – 70%        | 60%    | 57%      |
| Fixed Income | 30 – 50%        | 35%    | 38%      |
| Cash         | 0 – 20%         | 5%     | 5%       |

### ANNUALIZED TOTAL RETURNS

(Gross of Investment Management Fees, but Net of Embedded Fund Fees)

|                         | HighMark Plus Composite (Active) |        | Index Plus Composite (Passive) |        |
|-------------------------|----------------------------------|--------|--------------------------------|--------|
|                         | Gross                            | Net    | Gross                          | Net    |
| Current Quarter*        | 4.64%                            | 4.55%  | 4.58%                          | 4.49%  |
| Blended Benchmark**, ** | 4.76%                            |        | 4.76%                          |        |
| Year To Date*           | 4.64%                            | 4.55%  | 4.58%                          | 4.49%  |
| Blended Benchmark**, ** | 4.76%                            |        | 4.76%                          |        |
| 1 Year                  | -6.65%                           | -6.99% | -6.02%                         | -6.36% |
| Blended Benchmark**     | -5.78%                           |        | -5.78%                         |        |
| 3 Year                  | 9.70%                            | 9.31%  | 8.91%                          | 8.52%  |
| Blended Benchmark**     | 9.56%                            |        | 9.56%                          |        |
| 5 Year                  | 5.23%                            | 4.85%  | 5.19%                          | 4.81%  |
| Blended Benchmark**     | 5.67%                            |        | 5.67%                          |        |
| 10 Year                 | 6.22%                            | 5.84%  | 6.08%                          | 5.70%  |
| Blended Benchmark**     | 6.59%                            |        | 6.59%                          |        |

\* Returns less than one year are not annualized. \*\*Breakdown for Blended Benchmark: From 10/1/2012 – Present: 32% S&P500, 6% Russell Mid Cap, 9% Russell 2000, 4% MSCI EM (net), 7% MSCI EAFE (net), 27% Bloomberg US Agg, 6.75% ICE BofA 1-3 Yr US Corp/Gov't, 1.25% ICE BofA US High Yield Master II, 2% Wilshire REIT, and 5% FTSE 1 Mth US T-Bill. From 4/1/2007 – 9/30/2012: the blended benchmark was 51% S&P 500, 3% Russell 2000, 6% MSCI EAFE (net), 5% ICE BofA 1-3 Year Corp./Gov't, 30% Bloomberg US Agg, 5% FTSE 1 Mth US T-Bill. Prior to April 2007: the blended benchmark was 60% S&P 500, 5% ICE BofA 1-3Yr Corp/Gov't, 30% Bloomberg US Agg, and 5% FTSE 1 Mth US T-Bill.

### ANNUAL RETURNS

(Gross of Investment Management Fees, but Net of Embedded Fund Fees)

|      | HighMark Plus Composite (Active) | Index Plus Composite (Passive) |
|------|----------------------------------|--------------------------------|
| 2008 | -25.72%                          | -23.22%                        |
| 2009 | 21.36%                           | 17.62%                         |
| 2010 | 14.11%                           | 12.76%                         |
| 2011 | -0.46%                           | 1.60%                          |
| 2012 | 13.25%                           | 11.93%                         |
| 2013 | 16.61%                           | 15.63%                         |
| 2014 | 4.70%                            | 6.08%                          |
| 2015 | 0.04%                            | -0.81%                         |
| 2016 | 6.81%                            | 8.26%                          |
| 2017 | 15.46%                           | 13.39%                         |
| 2018 | -4.88%                           | -5.05%                         |
| 2019 | 19.85%                           | 19.59%                         |
| 2020 | 13.85%                           | 12.07%                         |
| 2021 | 11.44%                           | 12.63%                         |
| 2022 | -15.28%                          | -14.97%                        |

## HOLDINGS

### HighMark Plus (Active)

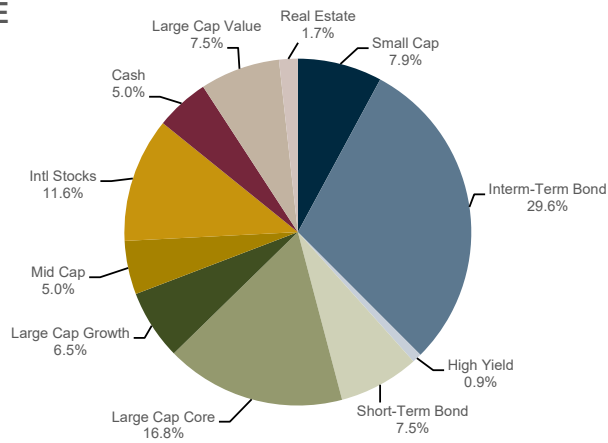
Columbia Contrarian Core I3  
 Vanguard Growth & Income Adm  
 Dodge & Cox Stock Fund  
 iShares S&P 500 Value ETF  
 Harbor Capital Appreciation - Retirement  
 iShares S&P 500 Growth ETF  
 iShares Russell Mid-Cap ETF  
 Vanguard Real Estate ETF  
 Undiscovered Managers Behavioral Value-R6  
 Emerald Growth Fund-I  
 DFA Large Cap International Portfolio  
 Dodge & Cox International Stock  
 MFS International Growth - R6  
 Hartford Schroders Emerging Markets Eq  
 Vanguard Short-Term Invest-Grade Adm  
 PIMCO High Yield Instl  
 Dodge & Cox Income-I  
 PGIM Total Return Bond - R6  
 DoubleLine Core Fixed Income - I  
 First American Government Obligations Z

### Index Plus (Passive)

iShares Core S&P 500 ETF  
 iShares S&P 500 Value ETF  
 iShares S&P 500 Growth ETF  
 iShares Russell Mid-Cap ETF  
 Vanguard Real Estate ETF  
 iShares Russell 2000 Value ETF  
 iShares Russell 2000 Growth ETF  
 iShares Core MSCI EAFE ETF  
 Vanguard FTSE Emerging Markets ETF  
 Vanguard Short-Term Invest-Grade Adm  
 iShares Core U.S. Aggregate  
 Vanguard High-Yield Corp Adm  
 First American Government Obligations Z

*Holdings are subject to change at the discretion of the investment manager.*

## STYLE



The performance records shown represent size-weighted composites of tax exempt accounts that meet the following criteria: Accounts are managed by HighMark with full investment authority according to the PARS Balanced active and passive objectives.

The composite name has been changed from PARS Balanced/Moderately Aggressive to PARS Balanced on 5/1/2013. The adviser to the PARS portfolios is U.S. Bank, and HighMark serves as sub-adviser to U.S. Bank to manage these portfolios. U.S. Bank may charge clients as much as 0.60% annual management fee based on a sliding scale. U.S. Bank pays HighMark 60% of the annual management fee for assets sub-advised by HighMark under its sub-advisory agreement with U.S. Bank. The 0.36% paid to HighMark, as well as other expenses that may be incurred in the management of the portfolio, will reduce the portfolio's returns. Assuming an investment for five years, a 5% annual total return, and an annual sub-advisory fee rate of 0.36% deducted from the assets at market at the end of each year, a \$10 million initial value would grow to \$12.53 million after fees (Net-of-Fees) and \$12.76 million before fees (Gross-of-Fees). Gross returns are presented before management and custodial fees but after all trading expenses and reflect the reinvestment of dividends and other income. A client's return will be reduced by the advisory fees and other expenses it may incur as a client. Additional information regarding the firm's policies and procedures for calculating and reporting performance results is available upon request. Performance results are calculated and presented in U.S. dollars and do not reflect the deduction of investment advisory fees, custody fees, or taxes but do reflect the deduction of trading expenses. Returns are calculated based on trade-date accounting.

Blended benchmarks represent HighMark's strategic allocations between equity, fixed income, and cash and are rebalanced monthly. Benchmark returns do not reflect the deduction of advisory fees or other expenses of investing but assumes the reinvestment of dividends and other earnings. An investor cannot invest directly in an index. The unmanaged S&P 500 Index is representative of the performance of large companies in the U.S. stock market. The MSCI EAFE Index is a free float-adjusted market capitalization index designed to measure developed market equity performance, excluding the U.S. and Canada. The MSCI Emerging Markets Index is a free float-adjusted market capitalization index that is designed to measure equity market performance in the global emerging markets. The Russell Midcap Index measures the performance of the mid-cap segment of the U.S. equity universe. The Russell 2000 Index measures the performance of the small-cap segment of the U.S. equity universe. The ICE BofA U.S. High Yield Master II Index tracks the performance of below investment grade U.S. dollar-denominated corporate bonds publicly issued in the U.S. domestic market. Wilshire REIT index measures U.S. publicly traded Real Estate Investment Trusts. The unmanaged Bloomberg U.S. Aggregate Bond Index is generally representative of the U.S. taxable bond market as a whole. The ICE BofA 1-3 Year U.S. Corporate & Government Index tracks the bond performance of the ICE BofA U.S. Corporate & Government Index, with a remaining term to final maturity less than 3 years. The unmanaged FTSE 1-Month U.S. Treasury Bill Index tracks the yield of the 1-month U.S. Treasury Bill.

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## HIGHMARK CAPITAL MANAGEMENT

350 California Street  
 Suite 1600  
 San Francisco, CA 94104  
 800-582-4734

### ABOUT THE ADVISER

HighMark® Capital Management, Inc. (HighMark) has over 100 years (including predecessor organizations) of institutional money management experience with \$8.6 billion in assets under management and \$9.6 billion in assets under advisement\*. HighMark has a long term disciplined approach to money management and currently manages assets for a wide array of clients.

### ABOUT THE PORTFOLIO MANAGEMENT TEAM

#### Andrew Brown, CFA®

Senior Portfolio Manager  
 Investment Experience: since 1994  
 HighMark Tenure: since 1997  
 Education: MBA, University of Southern California; BA, University of Southern California

#### Salvatore "Tory" Milazzo III, CFA®

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 Education: BA, Colgate University

#### J. Keith Stribling, CFA®

Senior Portfolio Manager  
 Investment Experience: since 1985  
 HighMark Tenure: since 1995  
 Education: BA, Stetson University

#### Christiane Tsuda

Senior Portfolio Manager  
 Investment Experience: since 1987  
 HighMark Tenure: since 2010  
 Education: BA, International Christian University, Tokyo

#### Anne Wimmer, CFA®

Senior Portfolio Manager  
 Investment Experience: since 1987  
 HighMark Tenure: since 2007  
 Education: BA, University of California, Santa Barbara

### Asset Allocation Committee

Number of Members: 15  
 Average Years of Experience: 28  
 Average Tenure (Years): 16

### Manager Review Group

Number of Members: 6  
 Average Years of Experience: 23  
 Average Tenure (Years): 12

\*Assets under management ("AUM") include assets for which HighMark provides continuous and regular supervisory and management services. Assets under advisement ("AUA") include assets for which HighMark provides certain investment advisory services (including, but not limited to, investment research and strategies) for client assets of its parent company, MUFG Union Bank, N.A.





## PARS DIVERSIFIED PORTFOLIOS CAPITAL APPRECIATION

Q1 2023

### WHY THE PARS DIVERSIFIED CAPITAL APPRECIATION PORTFOLIO?

#### Comprehensive Investment Solution

HighMark® Capital Management, Inc.'s (HighMark) diversified investment portfolios are designed to balance return expectations with risk tolerance. Key features include: sophisticated asset allocation and optimization techniques, four layers of diversification (asset class, style, manager, and security), access to rigorously screened, top tier money managers, flexible investment options, and experienced investment management.

#### Rigorous Manager Due Diligence

Our manager review committee utilizes a rigorous screening process that searches for investment managers and styles that have not only produced above-average returns within acceptable risk parameters, but have the resources and commitment to continue to deliver these results. We have set high standards for our investment managers and funds. This is a highly specialized, time consuming approach dedicated to one goal: competitive and consistent performance.

#### Flexible Investment Options

In order to meet the unique needs of our clients, we offer access to flexible implementation strategies: HighMark Plus utilizes actively managed mutual funds while Index Plus utilizes index-based securities, including exchange-traded funds. Both investment options leverage HighMark's active asset allocation approach.

#### Risk Management

The portfolio is constructed to control risk through four layers of diversification – asset classes (cash, fixed income, equity), investment styles (large cap, small cap, international, value, growth), managers and securities. Disciplined mutual fund selection and monitoring process helps to drive return potential while reducing portfolio risk.

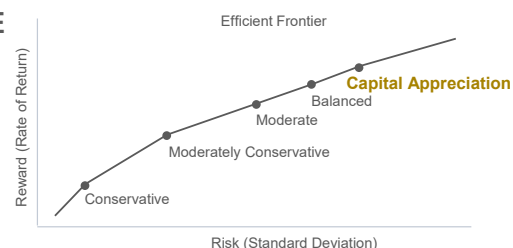
### PORTFOLIO FACTS

#### Consolidated Composite

Composite Inception Date 01/2009  
No of Holdings in Portfolio 20

### INVESTMENT OBJECTIVE

To provide growth of principal. The major portion of the assets are invested in equity securities and market fluctuations are expected.



### ASSET ALLOCATION — CAPITAL APPRECIATION PORTFOLIO

|              | Strategic Range | Policy | Tactical |
|--------------|-----------------|--------|----------|
| Equity       | 65 - 85%        | 75%    | 71%      |
| Fixed Income | 10 - 30%        | 20%    | 23%      |
| Cash         | 0 - 20%         | 5%     | 6%       |

### ANNUALIZED TOTAL RETURNS (Gross of Investment Management Fees, but Net of Embedded Fund Fees)

#### Consolidated Composite

|                       | Gross  | Net    |
|-----------------------|--------|--------|
| Current Quarter*      | 5.18%  | 5.09%  |
| Blended Benchmark*,** | 5.36%  |        |
| Year To Date*         | 5.18%  | 5.09%  |
| Blended Benchmark*,** | 5.36%  |        |
| 1 Year                | -6.90% | -7.23% |
| Blended Benchmark**   | -6.36% |        |
| 3 Year                | 11.99% | 11.59% |
| Blended Benchmark**   | 12.37% |        |
| 5 Year                | 6.14%  | 5.76%  |
| Blended Benchmark**   | 6.59%  |        |
| 10 Year               | 7.45%  | 7.06%  |
| Blended Benchmark**   | 7.74%  |        |

\* Returns less than one year are not annualized. \*\*Breakdown for Blended Benchmark: 39.5% S&P500, 7.5% Russell Mid Cap, 10.5% Russell 2000, 5.25% MSCI EM (net), 10.25% MSCI EAFE (net), 16% Bloomberg US Agg, 3% ICE BofA 1-3 Yr US Corp/Gov't, 1% ICE BofA US High Yield Master II, 2% Wilshire REIT, and 5% FTSE 1 Mth US T-Bill.

### ANNUAL RETURNS

(Gross of Investment Management Fees, but Net of Embedded Fund Fees)

#### Consolidated Composite

|      |         |
|------|---------|
| 2008 | N/A     |
| 2009 | 23.77%  |
| 2010 | 12.95%  |
| 2011 | -1.35%  |
| 2012 | 13.87%  |
| 2013 | 20.33%  |
| 2014 | 6.05%   |
| 2015 | -0.26%  |
| 2016 | 8.79%   |
| 2017 | 16.72%  |
| 2018 | -5.82%  |
| 2019 | 22.62%  |
| 2020 | 14.50%  |
| 2021 | 14.96%  |
| 2022 | -16.08% |

## HOLDINGS

### HighMark Plus (Active)

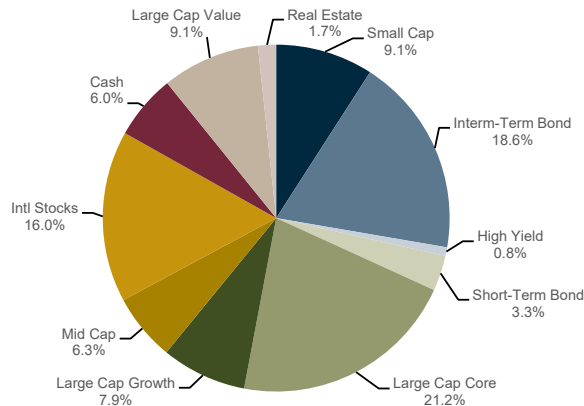
Columbia Contrarian Core I3  
 Vanguard Growth & Income Adm  
 Dodge & Cox Stock Fund  
 iShares S&P 500 Value ETF  
 Harbor Capital Appreciation - Retirement  
 iShares S&P 500 Growth ETF  
 iShares Russell Mid-Cap ETF  
 Vanguard Real Estate ETF  
 Undiscovered Managers Behavioral Value-R6  
 Emerald Growth Fund-I  
 DFA Large Cap International Portfolio  
 Dodge & Cox International Stock  
 MFS International Growth - R6  
 Hartford Schroders Emerging Markets Eq  
 Vanguard Short-Term Invest-Grade Adm  
 PIMCO High Yield Instl  
 Dodge & Cox Income-I  
 PGIM Total Return Bond - R6  
 DoubleLine Core Fixed Income - I  
 First American Government Obligations Z

### Index Plus (Passive)

iShares Core S&P 500 ETF  
 iShares S&P 500 Value ETF  
 iShares S&P 500 Growth ETF  
 iShares Russell Mid-Cap ETF  
 Vanguard Real Estate ETF  
 iShares Russell 2000 Value ETF  
 iShares Russell 2000 Growth ETF  
 iShares Core MSCI EAFE ETF  
 Vanguard FTSE Emerging Markets ETF  
 Vanguard Short-Term Invest-Grade Adm  
 iShares Core U.S. Aggregate  
 Vanguard High-Yield Corp Adm  
 First American Government Obligations Z

*Holdings are subject to change at the discretion of the investment manager.*

## STYLE



The performance records shown represent a size-weighted composite of tax exempt accounts that meet the following criteria: Accounts are managed by HighMark with full investment authority according to the PARS Capital Appreciation active and passive objectives.

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**To:** Administration & Finance Committee

**Date:** 06/26/2023

**From:** Kristina Martinez, Director of Recruitment & EE Development

**Reviewed by:** Ref

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**SUBJECT: Amendment to County Connection Records Retention Policy**

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### **Background:**

The County Connection Board of Directors adopted a Records Retention Policy on September 19, 2002. The policy was subsequently amended on January 16, 2003 (Resolution No. 2003-011) and September 20, 2018 (Resolution No. 2019-06) to include additional records that were required to be retained.

### **Amendment to Records Retention Policy:**

Staff has been in the process of evaluating the Records Retention Policy on a larger scale and working with legal counsel to identify any additions or modifications, based on current federal, state, and local laws and regulations. Thus, the amended policy contains the addition of record categories such as Federal Transit Administration (FTA) Civil Rights Programs, legal holds, emails, debt records, and reimbursements.

### **Summary of Changes:**

The current Records Retention schedule is displayed in a list format. To provide for better organization of the records retention schedule, the amended policy proposes a table format, sorted in alphabetical order by record category. This has also allowed for descriptors to be incorporated, highlighting the types of documents to be retained and includes a legend for reference to the retention column.

The amended Records Retention Policy includes additional language and record categories within the retention schedule. For example, pages one and two of the policy now include information regarding legal holds and email retention, with the identification of designated staff.

The previous amendment to the Records Retention Policy in 2018 included Americans with Disabilities Act (ADA) records in response to an FTA Triennial Review. The proposed retention schedule also incorporates additional FTA Civil Rights Programs, including Disadvantaged Business Enterprise (DBE), Equal Employment Opportunity (EEO), and Title VI. Each program is listed within the retention schedule in order of name, with a description of the types of program documents to be retained. The schedule also includes the Public Transportation Agency Safety Plan (PTASP), which County Connection now maintains as required by the FTA.

Minor modifications were made to category names and/or descriptions for organization and clarification of the schedule where needed. For example, the *Administration – Recorded Meetings* now includes video recordings of Board and Committee meetings as these continue to be held virtually as an option for participation by staff and members of the public. The retention period for all categories, both new or existing, was reviewed by legal counsel.

**Financial Implications:**

None.

**Recommendation:**

Staff recommends approval of the amendment to the County Connection Records Retention Policy.

**Action Requested:**

Staff requests that the A&F Committee forward this item to the Board for approval.

**Attachments:**

1. Current County Connection Records Retention Policy
2. Draft Amended County Connection Records Retention Policy



|   |   |
|---|---|
| * Loss Runs   | Current year end + 7 years  |
| *Worker's Comp Claim Files<br>Open/Closed medical & indemnity   | 5 years from injury date, or from date compensation was last provided, Whichever is latest (See Title 8, CCR § 15400.2) |
| Future medical claims<br>Claim Logs   | Permanent or 5 years after death<br>5 years from end of year covered  |
| <b>Duplicate Records:</b>   | Destroy any time  |
| <b>Board and Committee Meeting Minutes and Packets:</b><br>Taped Proceedings of Boards/Committees   | Retain Indefinitely<br>Destroy after <u>written</u><br>Minutes approved   |
| * <b>Resolutions</b>  | Permanent   |
| * <b>Conflict of Interest Code</b>  | Current + 7 years   |
| * <b>Statement of Economic Interest (FPP Commission Form 700)</b>   | 7 years from filing   |
| <b>Audit Reports and Budget Documents</b><br>Transportation Development Act Claims<br>* State Controller's Report   | Permanent<br>5 years<br>Permanent   |
| <b>Federal and State Reports (Section 5307, 5309, 5303 of The Federal Transit Act (PL 103-272))</b><br>Federal and State grant applications/contracts<br>Quarterly financial and Progress Reports | 3 years<br>3 years after closeout<br>3 years after closeout   |
| <b>Invitations for Bid (IFB), Request for Proposal (RFP)</b><br>For services, rolling stock, etc<br>For construction projects   | 4 years<br>5 years  |
| <b>Contracts and Agreements</b><br>* For Capital Improvements   | 4 years after closeout<br>Permanent   |
| <b>Grant deeds, easements, title insurance, Building plans, plat maps, etc.</b>   | Retain Indefinitely   |
| <b>Routine Video Monitoring:</b>  | 1 year  |
| <b>Recordings of Telephone and Radio Communications</b>   | 100 days  |
| * <b>Correspondence</b>   | 3 years   |

**\* Roster of Public Agency Filing**

Permanent

**Asbestos Contaminated Records**

Destroy immediately

If the amount of exposure is a health and safety threat to whoever is handling the records, by a vote of the Board, if it is determined that the cost of sterilizing the records exceed their value.

**Records stored on Microfilm or Other Electronic Media**

The original record from which the electronic file is derived may be destroyed immediately, if the electronic files are such that they cannot be altered, are accurately and fully reproduced on the electronic media, and are stored in accessible files.

**Accident/Occurrence Reports:**

2 years

In the event that the incident addressed in any accident/occurrence records are subject to claims or litigation involving CCCTA, they shall be preserved for five years following resolution of the claim or litigation.

**Financial Records**

(See Generally Page C-29 of the Guidelines)

Accounts Payable/Receivable

Audit year +4

Bank Reconciliation

Audit year +5

Bank Statements

Audit year +5

Checks

Audit year +5

Budget Adjustments, journal entries

Audit year +2

Deposit Receipts

Audit year +4

Employee Time Sheets

Audit year +6

Investment Transactions

Permanent

Purchase Orders

Audit year +4

Salary Records

Termination +3

General Ledger

Permanent

Invoices

Audit Year +2

PERS Employee deduction reports

Termination +4

\*Signature Authorizations

Audit year + 5

**Legal Advertising**

Current Year

Notices of Public Hearings, DBE program, RFPs, etc

plus 4

**Vehicle Maintenance**

Life of the vehicle

**Insurance**

Insurance Certificates

Permanent

Liability/Property Insurance Policies

Permanent

Worker's Compensation Policies

Permanent

\*Endorsements

Permanent

\*Memoranda of Coverage

Permanent

**Human Resources**

Benefit Plan Claims

Permanent

|   |                                      |
|---|--------------------------------------|
| Denied Benefit Plan Enrollments                 | 4 years after closure                |
| Employee Handbooks                              | 2 years after superceded             |
| Hourly Employees                                | 6 years after termination            |
| Medical Leave                                   | 30 years after closure               |
| Job_Applications                                | 3 years after<br>Recruitment closure |
| <b>Administration</b>                           |                                      |
| Committee and Board Agendas                     | Current Year +2                      |
| Applications – Citizen Committees               |                                      |
| Selected  | Termination +5                       |
| Not selected                                    | Closed + 2                           |
| <b>Americans with Disabilities Act (ADA)</b>    |                                      |
| ADA Complaints                                  | 1 year                               |
| Summaries of ADA Complaints                     | 5 years                              |
| <b>Joint Powers Agreement</b>                   |                                      |
|   | Permanent                            |
| <b>Public Information</b>                       |                                      |
| Brochures, publications, newsletters, schedules | 2 years after superceded             |
| <b>Fixed Assets</b>                             |                                      |
| Inventory                                       | Audit year +4                        |
| Surplus Property Disposal                       | Audit year +4                        |
| <b>Hazardous Materials</b>                      |                                      |
| (See Generally Page 4-4 of the Guidelines)      |                                      |
| Hazardous Waste Disposal                        | Closed + 10                          |
| Hazardous Materials Storage Permits             | Closed +2                            |
| Training Materials                              | Superceded +2                        |
| MSDS  | Superceded +2                        |
| Underground Storage Compliance                  | Permanent                            |
| Underground Storage Ops/Maintenance             | Closed +2                            |
| <b>*Training Records</b>                        |                                      |
| Safety  | Current + 2 years                    |
| Non-Safety                                      | Current +7 years                     |



## CENTRAL CONTRA COSTA TRANSIT AUTHORITY

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### Records Retention Policy

Adopted by the CCCTA Board of Directors September 19, 2002

Resolution No. 2003-003

Amended January 16, 2003 – Resolution No. 2003-011

Amended September 20, 2018 – Resolution No. 2019-06

Amended [REDACTED], 2023 - Resolution No. 2023-[REDACTED]

**PURPOSE:** The purpose of this policy is to provide guidelines consistent with state and Federal law concerning the retention of records, documents, correspondence, applications, reports, notes, tables, forms, and bids by the Central Contra Costa Transit Authority (CCCTA).

**AUTHORITY:** By adopting this policy, the Board of Directors of the CCCTA hereby grants to the General Manager, or their designee, the authority to retain and destroy all records as defined herein, unless retention/destruction authority for specific documents is delegated herein solely to the Board of Directors. Authority regarding retention periods for all types of documents referenced herein is from the California Government Code, Federal Regulations (FTA C 5010.1D), Local Government Records Management Guidelines prepared by the California Secretary of State (Guidelines) (February 2006), and assistance from CCCTA Legal Counsel.

The term “record” as used in this policy is defined as follows: any document, correspondence, notes, tables, budgets, reports, forms, applications, or other written or recorded information of any kind, including photographs, films and audio recordings, prepared, owned, used or retained by CCCTA.

This policy may be amended from time to time as laws and regulations change, and as documents, records, reports and other media not contained herein are added.

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

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

CCCTA Legal Counsel will coordinate with the Director of Information Technology (“IT”) to suspend automatic deletion of email communications for affected CCCTA staff. CCCTA Legal Counsel will disseminate instructions to affected CCCTA personnel to inform them what email communications and other records must be retained. Although automatic email

deletion will be suspended, affected CCCTA staff must nevertheless take care not to manually delete email communications that are subject to the legal hold and must not destroy relevant email communications or other records until CCCTA Legal Counsel or the Director of IT has notified them in writing that the legal hold has been lifted. Every six months, CCCTA Legal Counsel will conduct a periodic review to determine the status of legal holds.

No records may be destroyed—even if to do so would otherwise be compliant with this policy, if they reasonably relate to ongoing or reasonably anticipated litigation, audits, or investigation, regardless of whether CCCTA Legal Counsel has issued a formal legal hold. All questions regarding whether records or writings should be retained for legal or litigation purposes should be directed to CCCTA Legal Counsel. Prompt reporting is critical in order for CCCTA to take appropriate steps to impose a legal hold, to suspend destruction of relevant records (including pertinent emails), and to ensure CCCTA’s compliance with a legal obligation to preserve potential evidence.

**EMAIL RECORD RETENTION REQUIREMENTS:** Email communications in "Deleted Items" and all other folders (including "Inbox" and "Sent Items") are managed by CCCTA IT staff through an automated process.

| <b>Email Category</b>   | <b>Retention Period</b>   | <b>Method of Destruction</b>               |
|---|---|--|
| Emails in "Deleted Items" folder                                | Destroyed 45 days after the email enters the "Deleted Items" folder | Automated destruction by the IT Department |
| Emails in all other folders, including "Inbox" and "Sent Items" | Destroyed 5 years after the receipt or sending of the email         | Automated destruction by the IT Department |

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

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

| <b>LEGEND</b> |                  |              |                       |                |
|---------------|------------------|--------------|-----------------------|----------------|
| A: Audit Year | CY: Current Year | P: Permanent | CL: Closed/Completion | T: Termination |

| <u><b>Record Categories</b></u>                            | <u><b>Descriptor</b></u>  | <u><b>Retention</b></u>                      |
|--|---|--|
| ADA – ADA Complaints                                       |   | CY + 1 year                                  |
| ADA – Summaries of ADA Complaints                          |   | CY + 5 years                                 |
| Administration – Agendas                                   | Includes agendas for Board and Committees’ meetings.  | CY + 2 years                                 |
| Administration – Meeting Minutes and Packets               | Includes meeting minutes and packets for Board and Committees’ meetings.  | P  |
| Administration – Recorded Meetings                         | Includes recordings (e.g., recording device, video recording, etc.) for Board and Committees’ meetings.   | Destroyed after written Minutes are approved |
| Accident/Occurrence Reports                                |   | CY + 2 years                                 |
| Accident/Occurrence Reports – Subject to Claims/Litigation | If the incident in any accident/occurrence reports are subject to a claim or litigation involving CCCTA, the records shall be preserved for five years following resolution of the claim or litigation. | CL + 5 years                                 |
| Applications for Citizen Committees – Selected             |   | T + 5 years                                  |
| Applications for Citizen Committees – Not Selected         |   | CL + 2 years                                 |
| Asbestos Contaminated Records                              | If the amount of exposure is a health and safety threat to whoever is handling the records, by a vote of the Board, if it is determined that the cost of sterilizing the records exceed their value.    | Destroy immediately                          |
| Brochures, Publications, Newsletters, Schedules            |   | CL + 2 years                                 |

|  |  |                     |
|--|--|---------------------|
| Claims and Records – Claims Audits                                   |  | CY + 5 years        |
| Claims and Records – Claims Filed with Third Party Administrator     |  | CL + 5 years        |
| Claims and Records – Relevant to Litigation                          | All records constituting a government tort claim against CCCTA, litigation records in which CCCTA is or was a party, or records containing evidence relevant to such claim or litigation matter. This assumes that the claim or pending litigation is known prior to the end of the regular retention period for the document in question (see GC § 25105.5 and Guidelines p. C-24). | CL + 5 years        |
| Conflict of Interest Code  |  | CY + 7 years        |
| Contracts and Agreements – For Capital Improvements                  |  | P                   |
| Contracts and Agreements – For Goods and Services                    |  | CL + 4 years        |
| Correspondence   |  | CY + 3 years        |
| DBE – Applicant Files  | Application forms and supplemental documents, including but not limited to birth certificates, passports, driver licenses, state identifications, , tribal cards, applicant(s) tax returns, personal financial statements, business documents, business licenses or permits, business tax returns, all affiliated business documents and agency notes, correspondences, and reports. | CL + 3 years        |
| DBE – Program Documents  | DBE program policy and documents, CUCP Memorandum of Agreement (MOA).  | CL + 3 years        |
| DBE – Contract Files (Federal)                                       | DBE evaluation reports, contractor payment reports; all data, documents, reports, records, contracts, and supporting materials relating to a project as the Federal Government may require during the course of the project and for three years thereafter.  | CL + 3 years        |
| DBE – DOT Reports (FTA and FHWA Reports, Goal Setting Methodologies) |  | CL + 3 years        |
| Duplicate Records  | Duplicate records may be destroyed, if no longer needed, at any time, so long as the original record is maintained for two years or a longer duration as required by this Policy.  | Destroy at any time |
| EEO Complaints   | Original record of EEO complaints, interview records, videos, memos, police reports, and all other supporting documents related to the complaints.   | CL + 3 years        |

|   |   |                          |
|---|---|--------------------------|
| EEO Program   | Completed EEO programs; notices to public, complaints, investigations, lawsuits, evidence of board approval, EEO policies and procedures, employee demographics, and all other supporting documents related to the EEO Program. | CL + 3 years             |
| Federal and State Reports – Federal and State Grant Applications/Contracts                | Sections 5303, 5307, and 5309 of the Federal Transit Act (PL 103-272).  | Grant closeout + 3 years |
| Federal and State Reports – Quarterly Financial and Progress Reports                      |   | CL + 3 years             |
| Financial Records – Accounts Payable/Receivable   |   | A + 4 years              |
| Financial Records – Bank Reconciliation, Bank Statements, Checks                          |   | A + 5 years              |
| Financial Records – Budget Adjustments and Journal Entries                                |   | A + 5 years              |
| Financial Records – Debt Records (Debt, Bonds, Warrants, and Loans)                       | Includes records of proceedings for the authorization of and the terms and conditions of debts, bonds, warrants, loans, or the original records of the terms and conditions   | CL + 10 years            |
| Financial Records – Debt Records (Paid Bonds, Warrant Certificates, and Interest Coupons) |   | CY + 10 years            |
| Financial Records – Deposit Receipts  |   | A + 4 years              |
| Financial Records – Employee Time Sheets  |   | A + 6 years              |
| Financial Records – General Ledger  |   | P                        |
| Financial Records – Investment Transactions   |   | P                        |
| Financial Records – Invoices  |   | A + 2 years              |
| Financial Records – PERS Employee Deduction Reports                                       |   | T + 4 years              |
| Financial Records – Purchase Orders   |   | A + 4 years              |
| Financial Records – Reimbursements  | Reimbursements of \$100 or more (GC § 53065.5)  | CY + 2 years             |

|   |  |  |
|---|--|--|
| Financial Records – Salary Records                        |  | T + 3 years  |
| Financial Records – Signature Authorizations              |  | A + 5 years  |
| Fixed Assets Records                                      | Includes inventory and surplus property disposal               | A + 4 years  |
| Hazardous Materials – Hazardous Waste Disposal            |  | CL + 10 years                                      |
| Hazardous Materials – Hazardous Materials Storage Permits |  | CL + 2 years                                       |
| Hazardous Materials – Training Materials                  |  | CL + 2 years                                       |
| Hazardous Materials – MSDS                                |  | CL + 2 years                                       |
| Hazardous Materials – Underground Storage Compliance      |  | P  |
| Hazardous Materials – Underground Storage Ops/Maintenance |  | CL + 2 years                                       |
| Human Resources – Benefit Plan Claims                     |  | P  |
| Human Resources – Denied Benefit Plan Enrollments         |  | CL + 4 years                                       |
| Human Resources – Employee Handbooks                      |  | CY + 2 years                                       |
| Human Resources – Employee Records                        |  | CL/T + 1 years                                     |
| Human Resources – Hourly Employees                        |  | T + 6 years  |
| Human Resources – Job Applications                        |  | CL + 3 years                                       |
| Human Resources – Medical Leave                           |  | CY + 30 years                                      |
| Human Resources – Workers’ Compensation Claim Files       | Open/closed medical and indemnity (see Title 8, CCR § 15400.2) | 5 years from injury date or from date compensation |

|   |   |  |
|---|---|--|
|   | <p>Future medical claims</p> <p>Claim logs</p>  | <p>was last provided,<br/>whichever is later</p> <p>P or 5 years after death</p> <p>CY + 5 years</p> |
| Insurance   | Includes insurance certificates, liability/property insurance policies, workers' compensation policies, endorsements, and memoranda of coverage   | P  |
| Insurance – Loss Runs   |   | CY + 7 years   |
| Joint Powers Agreement  |   | P  |
| Notices of Public Hearings  |   | CY + 4 years   |
| Operations – Agency Safety Plan   | Includes documents that set forth CCCTA's Public Transportation Agency Safety Plan (ASP), including documents related to implementing a Safety Management System (SMS) and results from SMS processes and activities, and documents included in whole, or by reference, that describe the programs, policies, and procedures that CCCTA uses to carry out its ASP (49 CFR § 673.31).                              | CY + 3 years   |
| Property Records  | Includes grant deeds, easements, title insurance, building plans, plat maps, etc.   | P  |
| Records Stored on Microfilm or Other Electronic Media                     | The original record from which the electronic file is derived may be destroyed immediately, if the electronic files are such that they cannot be altered, are accurately and fully reproduced on the electronic media, and are stored in accessible files.  | Destroyed immediately if conditions are met  |
| Reports – Audit and Compliance Review                                     | Reports issued by independent auditors and internal audit reports submitted to the Board of Directors, Federal, State and other entities for compliance with various requirements related to external and internal audits, such as annual external audit, annual Single Audit Act audit, FTA Triennial Audit, MTC annual and triennial performance reviews, annual NTD reports and the State Controller's Report. | P  |
| Resolutions   |   | P  |
| RFQs, RFPs, IFBs, Proposals, and Bids – For Services, Rolling Stock, etc. |   | CL + 4 years   |
| RFQs, RFPs, IFBs, Proposals, and Bids – For Construction Projects         |   | CL + 2 years   |





**To:** Administration & Finance Committee

**Date:** 06/16/2023

**From:** Melody Reeb, Director of Planning, Marketing, & Innovation

**Reviewed by:** *Ref*

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**SUBJECT:** Fare Proposal

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### Background:

In June 2023, the Board approved a two-year extension of the Clipper START and Youth Fare pilot programs. These programs were initially launched in January 2021 and provide a 20% discount off the Clipper single-ride fare for eligible low-income adults as part of the regional Clipper START program, and for youth ages 6-18 when using a Youth Clipper card. The Metropolitan Transportation Commission (MTC), who has been administering the Clipper START program, conducted an evaluation of the first two years of the pilot and identified several strategies to improve the effectiveness of the program and increase participation, one of which is to provide a more consistent discount across operators. To achieve this, MTC is incentivizing all operators to offer a 50% discount by increasing its reimbursement amount.

### Proposed Changes:

Given the interconnected fare structures of the East Bay operators, staff met with the other three small operators (WestCAT, TriDelta, and LAVTA) and agreed to move forward with a 50% discount. This would align the Clipper START and Youth fare discounts with those currently offered to seniors and persons with disabilities. BART has indicated that they plan to increase their discount to 50% as well. Since an increased discount constitutes a fare change, staff will need to conduct a Title VI fare equity analysis and public hearing prior to seeking Board approval.

Given the need to conduct an equity analysis and public hearing for the increased Clipper START and youth fare discounts, staff is proposing some additional fare changes to simplify our fare structure, increase consistency, and better match fare policies to post-pandemic ridership. Currently, riders using Clipper are charged an extra \$0.25 on Express routes. Correspondingly, a 31-day pass that is valid on Express routes costs an extra \$10. These surcharges introduce complexities that can negatively impact the rider experience and potentially cause conflict between drivers and passengers. For example, if an operator is incorrectly logged in to the Clipper system, a passenger could be inadvertently overcharged. Another example is, if a rider has a 31-day pass for Local routes only, they need to have cash value on their card as well to pay the \$0.25 upgrade fee when riding an Express route.

The surcharges for Express routes were initially implemented in recognition that those routes were providing a premium service, which catered to regional commuters who were higher income and often had employers that subsidized their transit fares. As ridership has recovered post-pandemic, travel patterns have shifted. While Local, School, and Weekend routes have almost fully recovered, Express route ridership has remained mostly stagnant as office workers have not—and many may never—return to a five-day commute. This shift to more local travel is reflected in lower average trip lengths, largely driven by the Express routes.

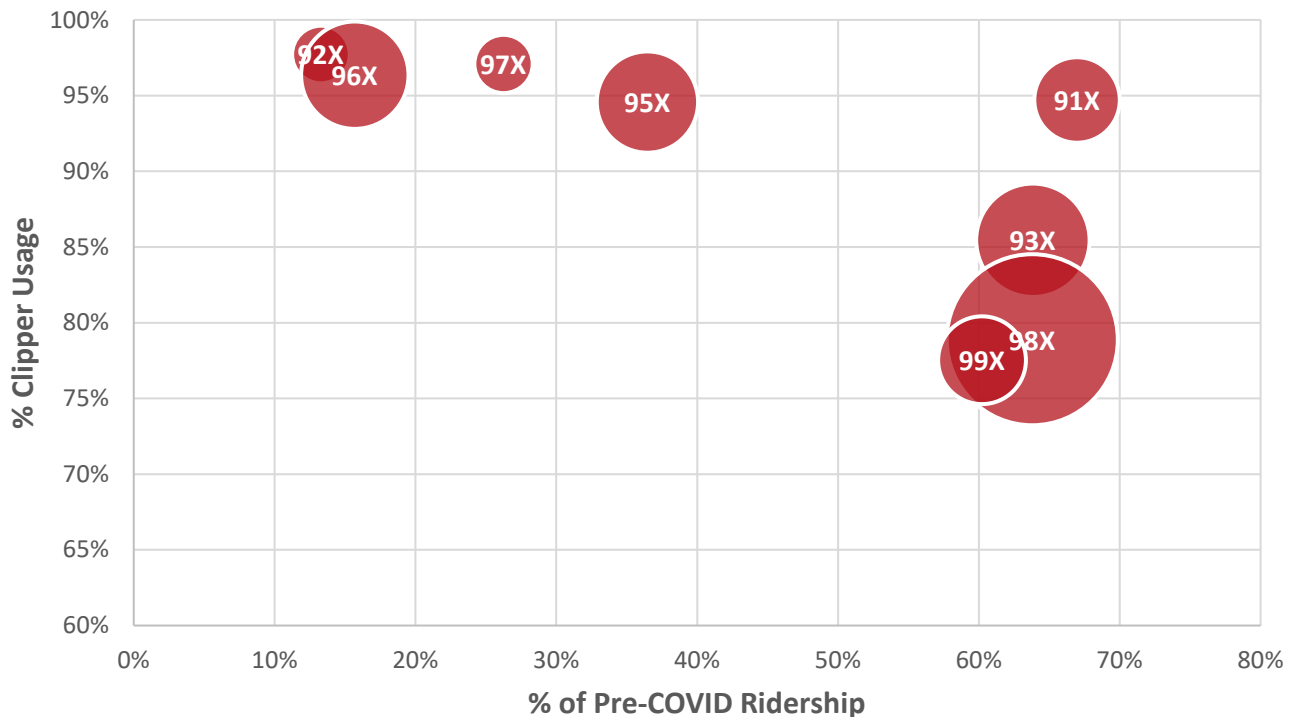
**Table 1: Average Trip Length**

| Route Type   | Feb 2020      | Feb 2023      | % Change     |
|--------------|---------------|---------------|--------------|
| Local        | 3.4 mi        | 3.3 mi        | -2.1%        |
| Express      | 10.7 mi       | 8.8 mi        | -17.3%       |
| School       | 3.7 mi        | 3.7 mi        | 0.0%         |
| Weekend      | 3.4 mi        | 3.4 mi        | -0.7%        |
| <b>Total</b> | <b>4.0 mi</b> | <b>3.6 mi</b> | <b>-9.5%</b> |

The Express routes that have seen the largest ridership recovery also tend to be the ones that serve a more local travel market within our core service area and function a lot like the other routes in the system. These routes also have lower Clipper usage than other Express routes, which usually indicates higher percentages of low-income and minority riders.

**Express Route Ridership Recovery vs. Clipper Usage**

*Size of bubble reflects ridership volume*



Given this shift in ridership on Express routes from regional commuters to those making local trips and the lower Clipper utilization on routes where ridership is returning, staff is proposing to eliminate all Express route surcharges on Clipper. Express route surcharges were eliminated from cash fares back in March 2019, and this proposed change will provide consistency and further increase the differential between cash and Clipper fares on Express routes to incentivize more Clipper usage. In addition, the change would bring County Connection’s fare structure more in line with the recommendations from the regional Fare Coordination and Integration Study (FCIS), which calls for a flat local fare.

Table 2 shows a combined summary of the proposed fare changes, including the increased discount for Clipper START and Youth as well as the elimination of Express route surcharges on Clipper.

**Table 2: Proposed Fare Changes**

| Fare Category                         | Current       |               | Proposed      |
|---------------------------------------|---------------|---------------|---------------|
|                                       | Local         | Express       | All Routes    |
| <i>Single Ride</i>                    |               |               |               |
| <b>Adult</b>                          | \$2.00        | <b>\$2.25</b> | <b>\$2.00</b> |
| <b>Clipper START &amp; Youth</b>      | <b>\$1.60</b> | <b>\$1.80</b> | <b>\$1.00</b> |
| Senior/Disabled (RTC)                 | \$1.00        |               | \$1.00        |
| <i>Day Pass Accumulator</i>           |               |               |               |
| Adult                                 | \$3.75        |               | \$3.75        |
| <b>Clipper START &amp; Youth</b>      | <b>\$3.75</b> |               | <b>\$1.75</b> |
| Senior/Disabled (RTC)                 | \$1.75        |               | \$1.75        |
| <i>31-Day Pass</i>                    |               |               |               |
| <b>All categories</b>                 | \$60          | <b>\$70</b>   | <b>\$60</b>   |
| <i>BART-to-Bus Transfer</i>           |               |               |               |
| Adult                                 | \$1.00        |               | \$1.00        |
| <b>Clipper START &amp; Youth</b>      | <b>\$0.80</b> |               | <b>\$0.50</b> |
| Senior/Disabled (RTC)                 | \$0.50        |               | \$0.50        |
| <i>SolTrans-to-Bus Transfer</i>       |               |               |               |
| <b>Adult</b>                          | Free          | <b>\$0.25</b> | <b>Free</b>   |
| <b>Clipper START &amp; Youth Fare</b> | Free          | <b>\$0.20</b> | <b>Free</b>   |
| Senior/Disabled (RTC)                 | Free          | Free          | Free          |

**Bold** indicates fares that would change.

**Public Outreach and Title VI:**

If authorized by the Board, staff will begin conducting public outreach and a Title VI Fare Equity Analysis. Although a reduction in the Express route Clipper fare could potentially result in an inequity given the demographics of the riders who would benefit, the proposed increase in the Clipper START discount will likely offset any impact to low-income and minority riders. The results of the analysis and comments

received during the outreach process will be presented along with a public hearing at the September 2023 Board meeting. If approved, the proposed fare changes would take effect in January 2024. The Clipper START and Youth fare discounts would remain a pilot program through June 30, 2025. However, the proposed Express route fare changes would be permanent.

**Financial Implications:**

When the Board approved the two-year extension of the Clipper START and Youth Clipper discounts in June, staff estimated a net fare revenue loss of about \$50,000 annually, assuming a continuation of the 20% discount. For the proposed increase to a 50% discount and elimination of Express route surcharges, staff estimates an additional fare revenue loss of about \$37,000 annually (see Table 3 below).

**Table 3: Estimated Annual Fare Revenue Loss**

| Fare Change    | Current         | Proposed        | Change          |
|----------------|-----------------|-----------------|-----------------|
| Clipper START  | \$2,000         | \$4,500         | \$2,500         |
| Youth Clipper  | \$48,000        | \$72,500        | \$24,500        |
| Express routes | --              | \$10,000        | \$10,000        |
| <b>TOTAL</b>   | <b>\$50,000</b> | <b>\$87,000</b> | <b>\$37,000</b> |

The estimated financial impact from the proposal does not take into account additional reimbursement from MTC for the Clipper START program, as those details have not been finalized yet. However, MTC’s current proposal would reimburse half of the 50% discount with a minimum guarantee of \$15,000 for the two-year extension.

**Recommendation:**

Staff recommends proceeding with public outreach, conducting a Title VI Fare Equity Analysis, and holding a public hearing at the September Board meeting.

**Action Requested:**

Staff requests that the A&F Committee forward the proposed fare changes to the Board and authorize staff to proceed with the public hearing process.

**Attachments:**

None

**To:** Administration & Finance Committee

**Date:** 06/22/2023

**From:** Melody Reeb, Director of Planning, Marketing, & Innovation

**Reviewed by:** *Ref*

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**SUBJECT: Bishop Ranch Agreement**

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### **Background:**

County Connection has had a partnership with Sunset Development (Sunset), the owners of Bishop Ranch, since 1994. Under this partnership, Sunset has subsidized service on Route 96X from Walnut Creek BART and Route 97X from Dublin/Pleasanton BART as well as fare passes for Bishop Ranch employees that provide free rides on all County Connection routes. The last agreement, executed in 2009 expired in 2019 but was extended to allow time for staff to work on a service restructure with Sunset and the City of San Ramon. Service changes were implemented in November 2019, but a new agreement was still being developed.

### **Adjustments during the COVID-19 Pandemic**

When COVID-19 began in March 2020, fare collection was temporarily suspended, and significant service cuts were being made in response to operator shortages. The majority of those cuts were on Express routes, including those to Bishop Ranch, as ridership demand was very low, and most commuters were working from home. As a result, staff paused all billing related to service and fare reimbursement agreements. Since then, as emergency orders have been lifted and ridership has slowly recovered, staff has been reviewing the agreements with its various partners to determine whether changes are warranted given post-pandemic conditions.

### **New Agreement:**

The service reductions that were adopted by the Board in March 2021 included about a 30% reduction in service on the Express routes serving Bishop Ranch due to low ridership and many employees working from home. Although overall systemwide ridership is now about 65% recovered, Express route ridership continues to lag significantly, especially on the routes serving Bishop Ranch, which are still only about 25% of pre-pandemic levels. Usage of the Bishop Ranch employee pass is even lower at 10% of pre-pandemic levels, and only about half of the current riders on Routes 96X and 97X use an employee pass, which suggests that those routes are being utilized to a large degree by others who may be going to service or retail jobs in the surrounding area.

Under the 2009 agreement, Sunset Development paid 25% of the marginal cost of operating Routes 96X and 97X, as well as a flat fee for the employee passes. Given the significant changes in ridership and service levels as a result of the pandemic, County Connection and Sunset staff have reached consensus on a new agreement to reimburse fare revenue based on actual employee pass usage and remove the operating subsidy for Routes 96X and 97X. The fare reimbursement will be based on a rate of \$1.60 per trip, which is the average Clipper fare and consistent with other agreements. Although the removal of

the operating subsidy will be a substantial revenue loss, it will provide County Connection with more flexibility to modify service and/or reallocate resources in response to changing travel patterns.

**Financial Implications:**

Under the terms of the 2009 agreement, Sunset was paying about \$450,000 in operating subsidies and \$100,000 for pass reimbursement. Under the new agreement, staff estimates receiving an annual fare reimbursement amount of about \$25,000 based on current pass usage. The recently adopted FY 2024 budget did not include any revenue from Sunset, since the new agreement was still under development at the time.

**Recommendation:**

Staff recommends that County Connection enter into a new agreement with Sunset to provide fare reimbursement for Bishop Ranch employee pass usage.

**Action Requested:**

Staff requests that the A&F Committee forward the proposed new terms of the agreement to the Board for approval.

**Attachments:**

None

**To:** Administration & Finance Committee

**Date:** June 26, 2023

**From:** Bill Churchill, General Manager

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**SUBJECT: CCCTA Investment Policy – Quarterly Reporting Requirement**

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Attached please find CCCTA's Quarterly Investment Policy Reporting Statement for the quarter ending March 31, 2023.

This certifies that the portfolio complies with the CCCTA Investment Policy and that CCCTA has the ability to meet the pool's expenditure requirements (cash flow) for the next six (6) months.

**CCCTA**  
**BANK CASH AND INVESTMENT ACCOUNTS**  
**AS OF MARCH 31, 2023**  
**(ROUNDED OFF TO NEAREST \$)**

| FINANCIAL INST   | ACCT #        | TYPE       | PURPOSE                                     | PER BANK              | PER BANK                | PER BANK             | PER GL*              |
|------------------|---------------|------------|---|-----------------------|-------------------------|----------------------|----------------------|
|                  |               |            |   | SEP 2022              | DEC 2022                | MAR 2023             | MAR 2023             |
| FIXED ROUTE      |               |            |   |                       |                         |                      |                      |
| UNION BANK       | 274-00-26650  | CHECKING   | AP GENERAL                                  | \$ 430,381            | \$ 1,410,345            | \$ 1,214,535         | \$ 1,053,937         |
| UNION BANK       | 274-00-26693  | CHECKING   | PAYROLL                                     | \$ 56,110             | \$ 69,499               | \$ 69,680            | \$ 53,657            |
| UNION BANK       | 274-00-26723  | CHECKING   | CAPITAL PURCHASES                           | \$ 99,561             | \$ 98,351               | \$ 167,403           | \$ 74,057            |
| UNION BANK       | 274-00-26715  | CHECKING   | WORKERS' COMP - CORVEL                      | \$ 57,195             | \$ 62,929               | \$ 58,348            | \$ 43,675            |
| UNION BANK       | 274-00-26685  | CHECKING   | PASS SALES                                  | \$ 11,175             | \$ 5,277                | \$ 5,025             | \$ 5,025             |
| UNION BANK       | 274-00-26707  | CHECKING   | CLIPPER CARDS                               | \$ 5,135              | \$ 5,135                | \$ 5,135             | \$ 5,135             |
| PAYPAL           | 27SAXUUFL9732 | CHECKING   | PAYPAL-PASS SALES                           | \$ 25                 | \$ 25                   | \$ 25                | \$ 25                |
|                  |               |            | <b>TOTAL</b>                                | <b>\$ 771,659,822</b> | <b>\$ 2,171,651,561</b> | <b>\$ 1,620,151</b>  | <b>\$ 1,235,511</b>  |
| PARATRANSIT      |               |            |   |                       |                         |                      |                      |
| UNION BANK       | 274-00-26669  | CHECKING   | AP GENERAL                                  | \$ 148,802            | \$ 115,747              | \$ 119,090           | \$ 110,151           |
|                  |               |            | <b>TOTAL</b>                                | <b>\$ 148,802</b>     | <b>\$ 115,747</b>       | <b>\$ 119,090</b>    | <b>\$ 110,151</b>    |
| LAIF FUND        |               |            |   |                       |                         |                      |                      |
| Effective Yield: |               |            |   | <b>1.35%</b>          | <b>2.07%</b>            | <b>2.74%</b>         |                      |
| LAIF ACCOUNT     | 4007001       | INT-INVEST | OPERATING FUNDS                             | \$ 6,688,410          | \$ 23,868,887           | \$ 19,795,402        | \$ 19,795,402        |
| LAIF ACCOUNT     |               | INT-INVEST | Lifeline Bus Stop Access                    | \$ 53,395             | \$ 53,577               | \$ 53,857            | \$ 53,857            |
| LAIF ACCOUNT     |               | INT-INVEST | Facility Rehab                              | \$ 2,443,038          | \$ 2,062,726            | \$ -                 | \$ -                 |
| LAIF ACCOUNT     |               | INT-INVEST | Rolling Stock II                            | \$ -                  | \$ -                    | \$ 1,853,833         | \$ 1,853,833         |
| LAIF ACCOUNT     |               | INT-INVEST | LCTOP - Electric Trolley II                 | \$ 20,155             | \$ 20,224               | \$ -                 | \$ -                 |
| LAIF ACCOUNT     |               | INT-INVEST | LCTOP - Martinez Amtrak IV                  | \$ 499,237            | \$ 350,453              | \$ 203,328           | \$ 203,328           |
| LAIF ACCOUNT     |               | INT-INVEST | LCTOP - FREE Monument III (Routes 11/14/16) | \$ 933,976            | \$ 695,120              | \$ 461,169           | \$ 461,169           |
| LAIF ACCOUNT     |               | INT-INVEST | Pass-Through CA                             | \$ 896,855            | \$ 899,913              | \$ 863,153           | \$ 863,153           |
| LAIF ACCOUNT     |               | INT-INVEST | Safe Harbor Lease Reserve                   | \$ 1,565,021          | \$ 1,570,351            | \$ 1,578,554         | \$ 1,578,554         |
| LAIF ACCOUNT     |               | FMV ADJ.   | Fair Market Value Adjustment for Year-End   |                       |                         |                      | \$ -                 |
|                  |               |            | <b>TOTAL</b>                                | <b>\$ 13,400,087</b>  | <b>\$ 29,524,251</b>    | <b>\$ 24,809,296</b> | <b>\$ 24,809,296</b> |
| CCCTA EMPLOYEE   |               |            |   |                       |                         |                      |                      |
| UNION BANK       | 274-00-26677  | CHECKING   | EMPLOYEE FITNESS FUND                       | \$ 13,429             | \$ 13,824               | \$ 14,219            | \$ 14,219            |
| UNION BANK       | 274-00-26502  | CHECKING   | EMPLOYEE FUNCTION                           | \$ 508                | \$ 508                  | \$ 508               | \$ 508               |
|                  |               |            | <b>TOTAL</b>                                | <b>\$ 13,937</b>      | <b>\$ 14,332</b>        | <b>\$ 14,727</b>     | <b>\$ 14,727</b>     |
| 6/22/2023        |               |            | <b>GRAND TOTAL</b>                          | <b>\$ 2,022,208</b>   | <b>\$ 2,302,891</b>     | <b>\$ 26,483,264</b> | <b>\$ 26,169,686</b> |

KLM/AJ

\* GL balances reduced by outstanding checks and increased by deposits in transit, if any.

This is to certify that the portfolio above complies with the CCCTA Investment Policy and that CCCTA has the ability to meet its expenditures (cash flow) for the next six months.

\_\_\_\_\_  
**Bill Churchill**  
**General Manager**



# County Connection

## INTER OFFICE MEMO

**To:** Administration & Finance Committee

**Date:** 06/28/2023

**From:** Amber Johnson, Chief Financial Officer

**Reviewed by:** WC.

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**SUBJECT: Income Statements for the Nine Months Ended March 31, 2023**

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### **Background:**

The quarterly income statement report is an opportunity for the Committee to review the Authority's financial status and to provide fiscal and operational accountability.

### **Summary:**

The County Connection Income Statements for the third quarter of Fiscal Year (FY) 2023 are presented for review. Unaudited revenues and expenditures are shown on a full accrual basis consistent with Generally Accepted Accounting Principles (GAAP) as applied to governmental units. All known revenues and expenditures for the period are reported even if they have not been received or are awaiting payment. Revenues and expenses are presented as compared to the adopted budget. The combined expenses of Fixed Route and Paratransit for the period were \$31.6 million (*Schedule 1*), which represents 67% of the budget of \$47.3 million.

### **Fixed Route:**

Overall Fixed Route revenues and expenses are presented on *Schedule 2*. Expenses for the period were \$25.5 million, representing 68% of the total budget. Since Transportation Development Act (TDA) revenue is utilized as needed, revenues are always equivalent to expenses.

Certain revenues are tracking higher than anticipated at this point in the year, namely: fares and special service revenue, non-operating revenue, Measure J, and Dougherty Valley development fees. Special service revenue are payments from our partners such as BART (for bus bridges), the City of Walnut Creek, Saint Mary's, Alamo Creek and 511.org subsidies. Regular fare revenue and special revenues were budgeted conservatively, and the actual usage is much higher than anticipated. Non-operating revenue is primarily interest income (\$308 thousand) and reversal of the FY 2022 negative fair market value adjustment (\$207 thousand). The majority of Measure J funds have been received at this point in the year, but it is not anticipated that these revenues will exceed the budget by a significant amount at year end. Dougherty Valley development fees are being claimed more quickly than budgeted, as Contra Costa County has encouraged County Connection to draw down the remaining development funds and close out the fund.

The primary driver of the expense budget is salaries and wages. Actual expenditures on salaries and wages utilized 67% of the annual budget. *Schedule 4* provides additional details of various components specific to *operator wages* only.

Certain other expenses are tracking higher than anticipated at this point of the year. The COVID reimbursement payments of \$2,500 that were issued to represented and administrative employees (totaling \$500 thousand) are captured in the category “miscellaneous”, causing this category to swing over the budgeted amount. However, the contingency budget is adequate to compensate for this overage. Actual expenditures for taxes are tracking at 85% of the budget, but since this category represents less than 1% of the fixed route budget, this slight overage is not cause for concern. All other categories in the fixed route budget are tracking as expected.

**Paratransit:**

Paratransit revenues and expenses are presented on *Schedule 3*. Expenses for the period were \$6.1 million, representing 64% of the total budget. TDA revenue is also utilized as needed for Paratransit expenses, resulting in revenues that are equivalent to expenses.

Purchased transportation expenses for the Authority’s paratransit service has utilized 60% of the budgeted amount for the year under the new paratransit contract, which is less than the 75% utilization expected at this point in the year. All other paratransit expenditures are tracking as expected.

**Statistics:**

*Schedule 5* provides select statistical information for FY 2023 as compared to this same period in FY 2022 and FY 2021.

Statistics shown for FY 2021 represent the heart of pandemic activities (July 2020-March 2021). At this point in time, the fixed route farebox recovery ratio was 4.3%, and the cost of service per passenger was \$27.61. In FY 2022, the farebox recovery ratio improved to 7.6%, and the cost per passenger decreased to \$16.98, due to improvements in ridership. In FY 2023, we see continued improvements as compared to FY 2022, with a farebox recovery ratio of 9.4% and cost per passenger of \$14.20. However, it should be noted that the cost per revenue hour has worsened this fiscal year (\$179/hour in FY23 to date as compared to \$162/hour in FY22 to date), due to a higher cost of service to operate a similar amount of revenue hours. The primary drivers for this increased cost of service are inflation, volatile fuel costs, and the one-time COVID reimbursement payments.

Paratransit has also experienced recovery at the farebox, and in the cost per passenger. The farebox recovery ratio of 1.8% in FY 2021 improved to 3.3% in FY 2022 and 4.4% in FY 2023. The cost of service per passenger of \$136.32 in FY 2021 decreased to \$124.19 in FY 2022 and has decreased to \$70.10 at this point of the current year.

**Financial Implications:**

There are no financial implications associated with this report.

**Action Requested:**

Staff requests that the A&F Committee accept the report and provide the update to the Board.

**Attachments:**

Attachment 1: CCCTA Income Statements for FY2023 Q3 (Schedules 1 through 5)

## Schedule 1-Combined Fixed Route &amp; Paratransit

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY**  
**Combined Fixed Route and Paratransit Income Statement**  
**FY 2023 Year to Date - Comparison of Actual vs. Budget**  
**For the Nine Months Ended March 31, 2023**

|   | Actual            | Total Budget      | Variance            | % Budget<br>Used |
|---|-------------------|-------------------|---------------------|------------------|
| <b>Revenues</b>                         |                   |                   |                     |                  |
| Passenger fares                         | 1,989,887         | 1,833,181         | 156,706             | 108.5%           |
| Special fares                           | 618,161           | 491,014           | 127,147             | 125.9%           |
| <b>Total Fare Revenue</b>               | <b>2,608,048</b>  | <b>2,324,195</b>  | <b>283,853</b>      | <b>112.2%</b>    |
| Advertising                             | 113,257           | 300,000           | (186,743)           | 37.8%            |
| Other revenue                           | 621,308           | 100,100           | 521,208             | 620.7%           |
| Federal operating                       | 3,943,321         | 7,675,630         | (3,732,309)         | 51.4%            |
| TDA earned revenue                      | 10,371,077        | 20,358,064        | (9,986,987)         | 50.9%            |
| STA revenue                             | 3,413,495         | 5,524,029         | (2,110,534)         | 61.8%            |
| Measure J                               | 7,622,881         | 7,009,369         | 613,512             | 108.8%           |
| Fees from LAVTA and One Seat partners   | 1,377,572         | 1,933,540         | (555,968)           | 71.2%            |
| Other operating assistance              | 1,526,261         | 2,090,567         | (564,306)           | 73.0%            |
| <b>Total Other Revenue</b>              | <b>28,989,170</b> | <b>44,991,299</b> | <b>(16,002,128)</b> | <b>64.4%</b>     |
| <b>Total Revenue</b>                    | <b>31,597,217</b> | <b>47,315,494</b> | <b>(15,718,277)</b> | <b>66.8%</b>     |
| <b>Expenses</b>                         |                   |                   |                     |                  |
| Wages                                   | 10,943,717        | 15,874,426        | (4,930,709)         | 68.9%            |
| Fringe Benefits                         | 8,380,007         | 12,859,148        | (4,479,141)         | 65.2%            |
| <b>Total Wages and benefits</b>         | <b>19,323,724</b> | <b>28,733,574</b> | <b>(9,409,850)</b>  | <b>67.3%</b>     |
| Services                                | 1,803,351         | 2,765,800         | (962,449)           | 65.2%            |
| Materials & Supplies                    | 2,683,344         | 3,916,400         | (1,233,056)         | 68.5%            |
| Utilities                               | 280,394           | 383,500           | (103,106)           | 73.1%            |
| Insurance                               | 813,853           | 1,169,280         | (355,427)           | 69.6%            |
| Taxes                                   | 254,298           | 300,015           | (45,717)            | 84.8%            |
| Leases and Rentals                      | 35,745            | 60,000            | (24,255)            | 59.6%            |
| Miscellaneous                           | 672,731           | 257,500           | 415,231             | 261.3%           |
| Purchased Transportation                | 4,369,417         | 7,277,906         | (2,908,489)         | 60.0%            |
| Purchased Transportation - for partners | 1,360,362         | 1,951,519         | (591,157)           | 69.7%            |
| <b>Operations Expenses</b>              | <b>12,273,494</b> | <b>18,081,920</b> | <b>(5,808,426)</b>  | <b>67.9%</b>     |
| Contingency                             | -                 | 500,000           | (500,000)           | 0.0%             |
| <b>Total Expenses</b>                   | <b>31,597,217</b> | <b>47,315,494</b> | <b>(15,718,277)</b> | <b>66.8%</b>     |
| <b>Net Income (Loss)</b>                | <b>-</b>          | <b>-</b>          |                     |                  |

## Schedule 2-Fixed Route

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY**  
**Fixed Route Income Statement**  
**FY 2023 Year to Date - Comparison of Actual vs. Budget**  
**For the Nine Months Ended March 31, 2023**

|   | Actual            | Total Budget      | Variance            | % Budget<br>Used |
|---|-------------------|-------------------|---------------------|------------------|
| <b>Revenues</b>                         |                   |                   |                     |                  |
| Fare revenue                            | 1,763,835         | 1,735,000         | 28,835              | 101.7%           |
| Special service revenue                 | 618,161           | 491,014           | 127,147             | 125.9%           |
| <b>Total Fare Revenue</b>               | <b>2,381,996</b>  | <b>2,226,014</b>  | <b>155,982</b>      | <b>107.0%</b>    |
| Advertising revenue                     | 113,257           | 300,000           | (186,743)           | 37.8%            |
| Non-Operating rev                       | 621,308           | 100,100           | 521,208             | 620.7%           |
| STA Population and Revenue Measure J    | 2,722,295         | 4,778,335         | (2,056,040)         | 57.0%            |
| TDA 4.0                                 | 5,387,082         | 5,237,111         | 149,971             | 102.9%           |
| Federal Stimulus Funds                  | 10,300,613        | 17,333,307        | (7,032,694)         | 59.4%            |
| Low Carbon Transit Ops Prog             | 2,593,321         | 5,875,630         | (3,282,309)         | 44.1%            |
| BART Express Funds                      | 419,876           | 600,000           | (180,124)           | 70.0%            |
| Other State Grants                      | 432,017           | 864,033           | (432,016)           | 50.0%            |
| Dougherty Valley Dev Fees               | 42,346            | 134,731           | (92,385)            | 31.4%            |
| Other Local Grants/Contributions        | 296,044           | 150,000           | 146,044             | 197.4%           |
| RM 2/Other- Express                     | 90,802            | -                 | 90,802              | --               |
| <b>Total Other Revenue</b>              | <b>23,109,224</b> | <b>35,490,785</b> | <b>(12,381,561)</b> | <b>65.1%</b>     |
| <b>Total Revenue</b>                    | <b>25,491,219</b> | <b>37,716,799</b> | <b>(12,225,579)</b> | <b>67.6%</b>     |
| <b>Expenses</b>                         |                   |                   |                     |                  |
| Wages                                   | 10,700,752        | 15,587,804        | (4,887,052)         | 68.6%            |
| Fringe benefits                         | 8,235,065         | 12,727,405        | (4,492,340)         | 64.7%            |
| <b>Total Wages and benefits</b>         | <b>18,935,816</b> | <b>28,315,209</b> | <b>(9,379,393)</b>  | <b>66.9%</b>     |
| Services                                | 1,719,196         | 2,669,800         | (950,604)           | 64.4%            |
| Materials and supplies                  | 2,683,344         | 3,912,400         | (1,229,056)         | 68.6%            |
| Utilities                               | 252,821           | 344,500           | (91,679)            | 73.4%            |
| Casualty and liability                  | 806,349           | 1,152,375         | (346,026)           | 70.0%            |
| Taxes                                   | 254,298           | 300,015           | (45,717)            | 84.8%            |
| Leases and rentals                      | 35,745            | 60,000            | (24,255)            | 59.6%            |
| Miscellaneous                           | 666,759           | 237,500           | 429,259             | 280.7%           |
| Purchased transportation                | 136,890           | 225,000           | (88,110)            | 60.8%            |
| <b>Total Other Expenses (non-wages)</b> | <b>6,555,403</b>  | <b>8,901,590</b>  | <b>(2,346,187)</b>  | <b>73.6%</b>     |
| Contingency                             | -                 | 500,000           | (500,000)           | 0.0%             |
| <b>Total Expenses</b>                   | <b>25,491,219</b> | <b>37,716,799</b> | <b>(12,225,580)</b> | <b>67.6%</b>     |
| <b>Net Income (Loss)</b>                | <b>-</b>          | <b>-</b>          | <b>-</b>            |                  |

## Schedule 3- Paratransit

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY**  
**Paratransit Income Statement**  
**FY 2023 Year to Date - Comparison of Actual vs. Budget**  
**For the Nine Months Ended March 31, 2023**

|   | Actual           | Total Budget     | Variance           | % Budget<br>Used |
|---|------------------|------------------|--------------------|------------------|
| <b>Revenues</b>                         |                  |                  |                    |                  |
| Fare revenue                            | 207,105          | 98,181           | 108,924            | 210.9%           |
| Fare revenue - LAVTA                    | 18,947           | -                | 18,947             | --               |
| <b>Total Fare Revenue</b>               | <b>226,052</b>   | <b>98,181</b>    | <b>127,871</b>     | <b>230.2%</b>    |
| Special service - One Seat Ride         | 287,910          | 162,906          | 125,004            | 176.7%           |
| LAVTA Fees                              | 1,089,662        | 1,770,634        | (680,972)          | 61.5%            |
| FTA Section 5307                        | 1,350,000        | 1,800,000        | (450,000)          | 75.0%            |
| TDA 4.5                                 | 675,789          | 1,332,243        | (656,454)          | 50.7%            |
| TDA 4.0                                 | (605,326)        | 1,692,514        | (2,297,840)        | -35.8%           |
| Measure J                               | 2,235,799        | 1,772,258        | 463,541            | 126.2%           |
| STA Paratransit & Rev based             | 691,200          | 745,694          | (54,494)           | 92.7%            |
| BART ADA Service/Other                  | 154,913          | 224,265          | (69,352)           | 69.1%            |
| <b>Total Other Revenue</b>              | <b>5,879,947</b> | <b>9,500,514</b> | <b>(3,620,567)</b> | <b>61.9%</b>     |
| <b>Total Revenue</b>                    | <b>6,105,999</b> | <b>9,598,695</b> | <b>(3,492,696)</b> | <b>63.6%</b>     |
| <b>Expenses</b>                         |                  |                  |                    |                  |
| Wages                                   | 242,965          | 286,622          | (43,657)           | 84.8%            |
| Fringe benefits                         | 144,942          | 131,743          | 13,199             | 110.0%           |
| <b>Total Wages and benefits</b>         | <b>387,908</b>   | <b>418,365</b>   | <b>(30,457)</b>    | <b>92.7%</b>     |
| Services                                | 84,154           | 96,000           | (11,846)           | 87.7%            |
| Materials and supplies                  | -                | 4,000            | (4,000)            | 0.0%             |
| Utilities                               | 27,573           | 39,000           | (11,427)           | 70.7%            |
| Liability                               | 7,504            | 16,905           | (9,401)            | 44.4%            |
| Miscellaneous                           | 5,971            | 20,000           | (14,029)           | 29.9%            |
| Purchased transportation                | 4,232,527        | 7,052,906        | (2,820,379)        | 60.0%            |
| Purchased transp - for partners         | 1,360,362        | 1,951,519        | (591,157)          | 69.7%            |
| <b>Total Other Expenses (non-wages)</b> | <b>5,718,091</b> | <b>9,180,330</b> | <b>(3,462,239)</b> | <b>62.3%</b>     |
| <b>Total Expenses</b>                   | <b>6,105,999</b> | <b>9,598,695</b> | <b>(3,492,696)</b> | <b>63.6%</b>     |
| <b>Net Income (Loss)</b>                | <b>-</b>         | <b>-</b>         | <b>-</b>           |                  |

## Schedule 4- Operator Wages

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY**  
**Operator Wages**  
**For the Nine Months Ended March 31, 2023**

|                         | Actual           | Total Budget     | Variance           | % Budget<br>Used |
|-------------------------|------------------|------------------|--------------------|------------------|
| Platform/report/turn in | 4,994,368        | 7,100,307        | (2,105,939)        | 70.3%            |
| Guarantees              | 139,511          | 246,070          | (106,559)          | 56.7%            |
| Overtime                | 291,262          | 405,139          | (113,877)          | 71.9%            |
| Spread                  | 93,856           | 127,540          | (33,683)           | 73.6%            |
| Protection              | 229,091          | 281,874          | (52,783)           | 81.3%            |
| Travel                  | 6,955            | 6,128            | 828                | 113.5%           |
| Training                | 96,244           | 99,426           | (3,182)            | 96.8%            |
| Other Misc              | 26,345           | 22,876           | 3,469              | 115.2%           |
|                         | <b>5,877,632</b> | <b>8,289,360</b> | <b>(2,411,728)</b> | <b>70.9%</b>     |

## Schedule 5 - Statistics

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY**  
**FY 2023 Year to Date - Statistical Comparisons**  
**For the Nine Months Ended March 31, 2023**

|                               | Actual<br>FY 2023<br>through Q3 | Actual<br>FY 2022<br>through Q3 | Variance<br>FY 2023 to<br>FY 2022 | Actual<br>FY 2021<br>through Q3 | Variance<br>FY 2023 to<br>FY 2021 |
|-------------------------------|---------------------------------|---------------------------------|-----------------------------------|---------------------------------|-----------------------------------|
| <b>Fixed Route</b>            |                                 |                                 |                                   |                                 |                                   |
| Fares                         | \$ 1,763,835                    | \$ 1,383,177                    | 27.5%                             | \$ 739,810                      | 138.4%                            |
| Special Fares                 | 618,161                         | 363,678                         | 70.0%                             | 243,241                         | 154.1%                            |
| <b>Total Fares</b>            | <b>\$ 2,381,996</b>             | <b>\$ 1,746,855</b>             | <b>36.4%</b>                      | <b>\$ 983,051</b>               | <b>142.3%</b>                     |
| <b>Farebox recovery ratio</b> | <b>9.4%</b>                     | <b>7.6%</b>                     | <b>23.3%</b>                      | <b>4.3%</b>                     | <b>115.9%</b>                     |
| Operating Exp (Less leases)   | \$ 25,455,474                   | \$ 23,019,223                   | 10.6%                             | \$ 22,680,649                   | 12.2%                             |
| <b>Revenue Hours</b>          | <b>141,925</b>                  | <b>141,765</b>                  | <b>0.1%</b>                       | <b>133,591</b>                  | <b>6.2%</b>                       |
| <b>Cost per Rev Hour</b>      | <b>\$ 179.36</b>                | <b>\$ 162.38</b>                | <b>10.5%</b>                      | <b>\$ 169.78</b>                | <b>5.6%</b>                       |
| <b>Passengers</b>             | <b>1,792,909</b>                | <b>1,355,377</b>                | <b>32.3%</b>                      | <b>821,570</b>                  | <b>118.2%</b>                     |
| <b>Cost per Passenger</b>     | <b>\$ 14.20</b>                 | <b>\$ 16.98</b>                 | <b>-16.4%</b>                     | <b>\$ 27.61</b>                 | <b>-48.6%</b>                     |
| <b>Passengers per Rev Hr</b>  | <b>12.63</b>                    | <b>9.56</b>                     | <b>32.1%</b>                      | <b>6.15</b>                     | <b>105.4%</b>                     |
| <b>Paratransit</b>            |                                 |                                 |                                   |                                 |                                   |
| Fares                         | \$ 207,105                      | \$ 186,115                      | 11.3%                             | \$ 60,649                       | 241.5%                            |
| <b>Farebox recovery ratio</b> | <b>4.4%</b>                     | <b>3.3%</b>                     | <b>31.9%</b>                      | <b>1.8%</b>                     | <b>136.4%</b>                     |
| Operating Exp (Less Partners) | \$ 4,745,637                    | \$ 5,625,767                    | -15.6%                            | \$ 3,285,809                    | 44.4%                             |
| <b>Revenue Hours</b>          | <b>35,281</b>                   | <b>35,162</b>                   | <b>0.3%</b>                       | <b>19,255</b>                   | <b>83.2%</b>                      |
| <b>Cost per Rev Hour</b>      | <b>\$ 134.51</b>                | <b>\$ 160.00</b>                | <b>-15.9%</b>                     | <b>\$ 170.65</b>                | <b>-21.2%</b>                     |
| <b>Passengers</b>             | <b>67,694</b>                   | <b>45,300</b>                   | <b>49.4%</b>                      | <b>24,103</b>                   | <b>180.9%</b>                     |
| <b>Cost per Passenger</b>     | <b>\$ 70.10</b>                 | <b>\$ 124.19</b>                | <b>-43.6%</b>                     | <b>\$ 136.32</b>                | <b>-48.6%</b>                     |
| <b>Passengers per Rev Hr</b>  | <b>1.92</b>                     | <b>1.29</b>                     | <b>32.9%</b>                      | <b>1.25</b>                     | <b>53.3%</b>                      |

## INTER OFFICE MEMO

**To:** Administration & Finance Committee

**Date:** 06/28/2023

**From:** Amber Johnson, Chief Financial Officer

**Reviewed by:** WC.

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**SUBJECT: Master Funding Agreement with the Metropolitan Transportation Commission**

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### **Background:**

Periodically, the Metropolitan Transportation Commission (MTC) provides funds to the Authority for various planning, programming, and other projects. MTC has introduced the Master Funding Agreement (MFA) as a way to simplify the funding agreement process between MTC and its partner agencies by agreeing to boilerplate terms up-front and then adding supplemental agreements that add any additional terms that may be needed as new funding sources become available. This is a standard practice that MTC is implementing regionwide. MTC has enacted these agreements with all congestion management agencies and large operators in the region and is now implementing them with the small operators.

### **Master Funding Agreement:**

The proposed MFA has been reviewed by the Authority's legal counsel, who advised it is appropriate for the Authority to move forward with the document as written.

### **Financial Implications:**

Executing the MFA will result in efficient delivery of funding to the Authority from MTC.

### **Recommendation:**

Staff recommends that the Authority enter into a Master Funding Agreement with the Metropolitan Transportation Commission (MTC) for the purpose of agreeing to standard terms and conditions under which MTC may provide funding to the Authority.

### **Action Requested:**

Staff requests that the A&F Committee forward the proposed Master Funding Agreement to the Board for approval.

### **Attachments:**

Attachment 1: Master Funding Agreement between Metropolitan Transportation Commission and Central Contra Costa Transit Authority



**MASTER FUNDING AGREEMENT**

**BETWEEN THE METROPOLITAN TRANSPORTATION COMMISSION**

**AND**

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY**

**PLANNING, PROGRAMMING,  
TRANSPORTATION, TRANSIT, LAND USE OR OTHER PROJECTS**

**FOR**

**FISCAL YEAR 2022-23 through FISCAL YEAR 2032-33**

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**MASTER FUNDING AGREEMENT**  
**Between METROPOLITAN TRANSPORTATION COMMISSION**  
**And CENTRAL CONTRA COSTA TRANSIT AUTHORITY**  
**For PLANNING, PROGRAMMING,**  
**TRANSPORTATION, TRANSIT, LAND USE OR OTHER PROJECTS**

This Master Funding Agreement, effective as of May 1, 2023 (this “Master Funding Agreement” or “Agreement”), is entered into by and between the Metropolitan Transportation Commission (hereafter “MTC”), a regional transportation planning agency established pursuant to California Government Code § 66500 *et seq.*, and Central Contra Costa Transit Authority (hereafter "AGENCY"). MTC and AGENCY are collectively referred to herein as “the Parties.”

WITNESSETH

WHEREAS, MTC has been designated as the Metropolitan Planning Organization (MPO - federal) and the Regional Transportation Planning Agency (“RTPA” - state) for the San Francisco Bay Region; and

WHEREAS, MTC from time to time expects to provide funds available to it as MPO, RTPA or otherwise to AGENCY; and

WHEREAS, it is expected that these funds will be used for planning, programming, transportation, transit, land use or other projects relevant to MTC or its statutory purposes (the “Project” or “Projects”); and

WHEREAS, the Parties wish to set forth the terms and conditions under which MTC may from time to time provide funding to AGENCY; and

WHEREAS, before MTC will make funds available hereunder, MTC and AGENCY will enter into at least one Supplement to this Master Funding Agreement, which must be in substantially the form attached hereto as Exhibit A (each, a “Supplement”) to establish the terms and conditions applicable to AGENCY when receiving funds for the Project;

NOW, THEREFORE, the Parties hereto agree as follows:

**1.0 GENERAL**

This Master Funding Agreement shall have no force and effect with respect to a Project or any portion thereof unless and until a Supplement has been fully executed by both MTC and AGENCY governing the relevant Project. Exhibit A, Form of Supplement, is attached hereto and incorporated herein. Each Supplement shall include the following information:

- a. A description of the applicable Project scope of work;

- b. A maximum payment amount for the applicable Project scope of work;
  - c. An indication of whether the various clauses attached hereto as Exhibits B-1 through B-7 shall apply to AGENCY's implementation of the applicable Project scope of work;
  - d. Any additional covenants, conditions, restrictions or reporting requirements that apply to the applicable Project scope of work or funding source MTC is providing to AGENCY;
  - e. Identification of the MTC and AGENCY project managers for the applicable Project scope of work;
  - f. The estimated budget and payment milestones for the applicable Project scope of work;
- and
- g. Any MTC or AGENCY resolutions, authorizations or approvals, or any other key documents, relevant to the applicable Project scope of work or funding source MTC is providing to AGENCY.

Upon execution by MTC and AGENCY of such a Supplement, AGENCY shall assume the responsibility for implementing the applicable Project scope of work, and MTC will administer funding to AGENCY in accordance with this Agreement, the applicable Supplement, and any other documents incorporated by reference into such Supplement.

## **2.0 INTERAGENCY AGREEMENT ADMINISTRATION**

The administration of this Agreement will be conducted by MTC staff. Day-to-day management of individual projects required under this Agreement is assigned to the appropriate Project Manager at AGENCY and Project Manager at MTC, as set forth in the applicable Supplement.

## **3.0 FUNDING**

A. The total compensation to be paid to AGENCY under this Agreement shall be the sum of the amounts of compensation payable to AGENCY as set forth in each Supplement.

B. AGENCY and MTC jointly agree to exert their best efforts to manage each component of the Project in such a way that prevents costs from exceeding the estimated budget set forth in the applicable Supplement.

C. Reimbursement of AGENCY travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e. non-representative employees)

## **4.0 TERM**

This Agreement is in effect for the ten years following the Effective Date. This Agreement term may be extended by mutual written agreement.

## **5.0 PAYMENT**

Contingent upon AGENCY's satisfactory completion of work products or milestones, as applicable, required under the applicable Supplement, AGENCY shall submit invoices to MTC for that portion of the funds available to AGENCY that have been expended. This invoice will be in the format and provided no more frequently than prescribed by MTC in the applicable Supplement. In addition, all supporting documentation must accompany expenditures included on AGENCY invoices. Payment shall be made by MTC within thirty (30) days of receipt of an acceptable invoice, which shall be subject to the review and approval of MTC's Project Manager or a designated representative. Approval of an invoice shall not be unreasonably withheld. AGENCY should submit invoices electronically via email to MTC at [acctpay@bayareametro.gov](mailto:acctpay@bayareametro.gov) or deliver or mail invoices to MTC, as follows:

Attention: Accounting Section  
Metropolitan Transportation Commission  
Bay Area Metro Center  
375 Beale Street, Suite 800  
San Francisco, CA, 94105

## **6.0 DELAYS AND FAILURE TO PERFORM**

Whenever AGENCY encounters any difficulty that will delay timely performance of work, AGENCY shall notify MTC in writing. The parties agree to cooperate to work out a mutually satisfactory course of action.

If MTC determines that (a) AGENCY's failure to complete a product on a timely basis is due to causes solely within AGENCY's control; and/or (b) AGENCY has failed to consider MTC recommendations aimed at facilitating progress toward that product, MTC may impose such sanctions as it may determine appropriate. Sanctions may include withholding of commensurate payment due under this Agreement until compliance is achieved.

## **7.0 AMENDMENTS**

This Agreement or any Supplement hereto may be amended by mutual agreement of MTC and AGENCY at any time during the term of the Agreement. All such changes shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the authorized Executive or a designated representative of MTC and AGENCY and specifically identified as amendments to the Agreement. The MTC Project Manager is not a designated representative, for purposes of executing an amendment.

## **8.0 TERMINATION**

Either party may terminate this Agreement, in whole or in part, at any time upon ninety (90) days' written notice. In this event, AGENCY shall submit a requisition to MTC for an amount representing the actual cost of services performed up to the effective date of termination for which AGENCY has not been previously reimbursed. In no event shall the maximum expenditure allowed under this Agreement, as it may be adjusted by a written amendment signed by both parties, be exceeded. Upon payment of the amount found due, MTC shall be under no further obligation to AGENCY, monetarily or otherwise.

## **9.0 USE OF THIRD PARTY CONTRACTS**

AGENCY may subcontract or subvene funds to local agencies, consultants or contractors for performance of portions of the work required under this Agreement, without the prior written consent of MTC, provided AGENCY complies with any other applicable requirements of this Agreement and the applicable Supplement hereto, and applicable federal and state requirements.

## **10.0 INDEMNIFICATION**

AGENCY shall indemnify, defend, and hold harmless MTC, its Commissioners, representatives, agents and employees from and against all claims, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of AGENCY, its officers, employees or agents, or subconsultants or any of them in connection with this Agreement.

## **11.0 LAWS AND REGULATIONS**

AGENCY shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state and/or a local government, and of any agency thereof, including but not limited to the California Department of Transportation (Caltrans) Local Assistance Procedures Manual, as they exist at the time of execution of the Agreement and as they may be amended in the future, which relate to or in any manner affect the performance of this Agreement and any Supplements.

## **12.0 RECORDS**

AGENCY agrees to establish and maintain an accounting system conforming to generally accepted accounting principles (GAAP) that is adequate to accumulate and segregate reasonable, allowable, and allocable project costs. AGENCY further agrees to keep all records pertaining to the Project(s) being funded for audit purposes for a minimum of: (a) three (3) years following final payment

to AGENCY, (b) four (4) years following the fiscal year of last expenditure under the Agreement; or (c) until completion of any litigation, claim or audit, whichever is longest.

### **13.0 AUDITS**

AGENCY shall permit MTC and MTC's authorized representatives to have access to AGENCY's books, records, accounts, and any and all work products, materials, and other data relevant to this Agreement, for the purpose of making an audit, examination, excerpt and transcription during the term of this Agreement and for the period specified in Article 12. AGENCY shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time. Such permission shall extend to books, records, accounts, and any and all work products, materials, and other data relevant to this Agreement of the AGENCY's contractors and subcontractors, if any. If applicable, should MTC request access to the construction site and related field operations, MTC shall provide reasonable notice to AGENCY, and AGENCY shall provide access as it deems reasonable and safe, subject to the rights of the property owner if such owner is not AGENCY.

AGENCY further agrees to include in all its subcontracts hereunder exceeding \$25,000 a provision to the effect that the subconsultant agrees that MTC or any of MTC's duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subconsultant for the term specified above. "Subconsultant" is defined in Article 14.0 Subcontracts, below.

### **14.0 SUBCONTRACTS**

A. For purposes of this Agreement, "subconsultant" shall mean any consultant or contractor under contract with the AGENCY to perform Project work. Any subconsultants must be engaged under written contract with AGENCY with provisions allowing AGENCY to comply with all requirements of this Agreement. Failure of a subconsultant to provide any insurance required under this Agreement shall be at the risk of AGENCY. MTC's Project Manager shall be notified in writing of any substitution or addition of subconsultants.

For any Project funded by the Federal Transit Authority (FTA), Federal Highway Administration (FHWA) or Caltrans, AGENCY shall complete Form 10-C, as may be revised by Caltrans from time to time, within thirty (30) days of executing an agreement with a subconsultant and submit it to MTC's Project Manager. MTC shall not process payment of any invoice under the applicable Supplement relating to work by a subconsultant unless AGENCY shall have submitted to MTC a Form 10-C with respect to its contract with such subconsultant.



B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between MTC and any subconsultants, and no subcontract shall relieve AGENCY of his/her responsibilities and obligations hereunder. AGENCY agrees to be as fully responsible to MTC for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by AGENCY. AGENCY's obligation to pay its subconsultants is an independent obligation from MTC's obligation to make payments to AGENCY.

C. Applicable provisions of this Agreement shall be included in any subcontract or subconsultant agreement in excess of \$25,000 entered into under of this Agreement.

### **15.0 PROHIBITED INTERESTS**

No member, officer, employee or agent of MTC, during his/her tenure shall have any prohibited interest as defined by California Government Code Sections 1090, et seq., direct or indirect, in the Agreement or the proceeds thereof. Prohibited interests include interests of immediate family members, domestic partners, and their employers or prospective employers. Accordingly, AGENCY further covenants that it has made a complete disclosure to MTC of all facts of which AGENCY is aware upon due inquiry bearing upon any possible interest, direct or indirect, that it believes any member, officer, agent or employee of MTC (or an immediate family member, domestic partner or employer or prospective employer of such member, officer, agent or employee) presently has, or will have in the Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute grounds for cancellation and termination hereof by MTC.

### **16.0 ORGANIZATIONAL CONFLICTS OF INTEREST**

AGENCY shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed by subconsultants or subcontractors under this Agreement. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to MTC or AGENCY; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

AGENCY shall not engage the services of any subconsultant or subcontractor on any work related to this Agreement if the subconsultant or subcontractor, or any employee of the subconsultant or subcontractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement AGENCY becomes aware of an organizational conflict of interest in connection with the work performed by a subconsultant or subcontractor hereunder, AGENCY shall immediately provide MTC with written notice of the facts and circumstances giving rise to this organizational conflict of interest. AGENCY's written notice will also describe alternatives for addressing or eliminating the organizational conflict of interest. If at any time during the period of performance of this Agreement, MTC becomes aware of an organizational conflict of interest in connection with performance of any work hereunder by a subconsultant or subcontractor, MTC shall similarly notify AGENCY. In the event a conflict is presented, whether disclosed by AGENCY or its subconsultant or subcontractor, or discovered by MTC, MTC will consider the conflict presented and any alternatives proposed and meet with AGENCY to determine an appropriate course of action. MTC's determination as to the manner in which to address the conflict shall be final.

Failure to comply with this section may subject AGENCY or its subconsultant or subcontractor to damages incurred by MTC in addressing organizational conflicts that arise out of work performed by such subconsultant or subcontractor, or to termination of this Agreement for breach.

#### **17.0 CHOICE OF LAW**

All questions pertaining to the validity and interpretation of the Agreement shall be determined in accordance with the laws of the State of California applicable to agreements made and to be performed within the State.

#### **18.0 PARTIAL INVALIDITY**

If any term or condition of this Agreement is found to be illegal or unenforceable, such term or condition shall be deemed stricken and the remaining terms and conditions shall remain valid and in full force and effect.

#### **19.0 NO THIRD PARTY BENEFICIARIES**

This Agreement is not for the benefit of any person or entity other than the parties.

#### **20.0 ORDER OF PRECEDENCE**

In the event of a conflict in the provisions of this Agreement, any Supplement hereto, or the Exhibits hereto incorporated by reference into such Supplement, the following order of priority shall be used in resolving such conflict: the applicable Supplement shall have first priority, then the Exhibits incorporated into such Supplement, then this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

**METROPOLITAN TRANSPORTATION  
COMMISSION**

**CENTRAL CONTRA COSTA TRANSIT  
AUTHORITY**

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Andrew B. Fremier, Executive Director

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Bill Churchill, General Manager

**EXHIBIT A**  
**FORM OF SUPPLEMENT**

SUPPLEMENT [insert number] TO MASTER FUNDING AGREEMENT

This Supplement No. \_\_\_ to Master Funding Agreement (“Supplement or “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Metropolitan Transportation Commission (hereafter “MTC”) and [AGENCY] (hereafter “AGENCY”) and supplements the Master Funding Agreement, dated \_\_\_\_\_, 20\_\_\_, by and between MTC and AGENCY.

Pursuant to this Supplement, MTC agrees to provide an amount not to exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_) in [describe funding source] to AGENCY to fund the [brief description of Project] (as more fully described in Annex I hereto, the “Supplement Project”). The estimated budget and payment milestones for the Supplement Project scope of work is attached as Annex II hereto.

MTC will reimburse AGENCY for its actual eligible costs incurred for completed Supplement Project milestones or deliverables described in Annex II hereto.

The Supplement Project work will commence [date], and be completed no later than \_\_\_\_\_, 20\_\_.

The clauses selected below and attached as exhibits to the Master Funding Agreement shall apply to AGENCY’s performance of the applicable Supplement Project scope of work hereunder:

- Exhibit B-1, Additional Terms and Conditions (General), Paragraph A
- Exhibit B-1, Additional Terms and Conditions (General), Paragraph B
- Exhibit B-2, Additional Terms and Conditions (Federally Required Clauses)
- Exhibit B-3, Additional Terms and Conditions (State Required Clauses)
- Exhibit B-4, Additional Terms and Conditions (Prevailing Wage Rates, Apprenticeships, and Payroll Records, Non-Federally-Funded Agreements)
- Exhibit B-5, Additional Terms and Conditions (Prevailing Wage Rates, Apprenticeships, and Payroll Records, Federally-Funded Agreements)
- Exhibit B-6, Additional Terms and Conditions (Regional Toll Funds including RM1, RM2, and AB1171)
- Exhibit B-7, Additional Terms and Conditions (Regional Discretionary Federal Funds including STP and CMAQ)

[Insert any additional covenants, conditions, restrictions or reporting requirements that apply to the Supplement Project scope of work or funding source MTC is providing to AGENCY.]

[Describe/attach any MTC or AGENCY resolutions, authorizations or approvals, or any other key documents, relevant to the applicable Project scope of work or funding source MTC is providing to AGENCY.]

The MTC Project Manager for the Supplement Project is [name, telephone, email]. The AGENCY Project Manager for the Supplement Project is [name, telephone, email].

This Supplement is supplemental to the Master Funding Agreement; all terms and conditions of the Master Funding Agreement, as may be amended, remain unchanged hereby.

Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Master Funding Agreement.

**METROPOLITAN TRANSPORTATION  
COMMISSION**

**CENTRAL CONTRA COSTA TRANSIT  
AUTHORITY**

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Andrew B. Fremier, Executive Director

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Bill Churchill, General Manager

**EXHIBIT B-1**  
**ADDITIONAL TERMS AND CONDITIONS (GENERAL)**

**A. INSURANCE REQUIREMENTS**

AGENCY shall, at its own expense, obtain and maintain (and/or cause its subconsultant(s) to obtain and maintain, as applicable) the types of insurance and financial security listed (if any) in the applicable attachment or exhibit to the relevant Supplement against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under such Supplement, and in effect at all times for the duration of such Supplement. All policies will be issued by insurers acceptable to MTC, generally with a Best's Rating of A- or better with a Financial Size Category of VIII or better, or as otherwise specified in the applicable Supplement. Notwithstanding anything to the contrary, AGENCY may satisfy the insurance requirements herein utilizing self-insurance providing equivalent coverage.

**B. CLAIMS OR DISPUTES**

Unless otherwise directed in writing by MTC, AGENCY shall continue performance under this Agreement while any matters in dispute are being resolved. Further, MTC shall pay AGENCY for any undisputed work performed by AGENCY prior to or during the resolution of the matters in dispute. In the event there is a dispute concerning the interpretation of this Agreement or any aspect of the Project that the project managers identified by MTC and AGENCY are unable to resolve, the project manager for either MTC or AGENCY may request that an ad hoc Dispute Resolution Committee ("DRC") be convened to resolve the dispute. The DRC shall consist of two members, one appointed by the MTC Executive Director and the other appointed by the Chief Executive Officer of AGENCY. The responsibility of chairing each ad hoc DRC shall alternate between the agencies, beginning with MTC. Further, disputes between MTC and AGENCY that cannot be resolved by the DRC may be submitted to alternative dispute resolution, as agreed to by the parties. Fees and expenses of the mediator will be borne equally.

**EXHIBIT B-2**  
**ADDITIONAL TERMS AND CONDITIONS**  
**(FEDERALLY REQUIRED CLAUSES)**

1. **EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section VII of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000e); Section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); and, for FTA-funded projects, 49 U.S.C. § 5332 and any implementing requirements that FTA may issue. AGENCY agrees that it will not, on the grounds of race, religious creed, color, national origin, age, physical disability or sex, discriminate or permit discrimination against any employee or applicant for employment.

2. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY**

It is the policy of MTC and the U.S. Department of Transportation to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which disadvantaged business enterprises, as defined in 49 Code of Federal Regulations Part 26, can compete fairly for contracts and subcontracts relating to MTC's procurement and professional services activities.

AGENCY shall not discriminate on the basis of race, color, national origin or sex in the performance of the applicable Supplement. AGENCY shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by AGENCY to carry out these requirements is a material breach of contract, which may result in the termination of the applicable Supplement or this Agreement, or such other remedy as MTC deems appropriate.

3. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

AGENCY agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)) and the regulations of the Department of Transportation issued thereunder (49 CFR Part 21). For FTA-funded projects, AGENCY further agrees to comply with the current FTA Circular 4702.1A, "Nondiscrimination Guidelines for FTA Recipients," the U.S. DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations, and the U.S. DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons.

4. **ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES**

AGENCY agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations.

5. STATE ENERGY CONSERVATION PLAN

AGENCY shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321).

6. ALLOWABILITY OF COSTS

AGENCY shall comply with the cost principles (as applicable) in Office of Management and Budget (OMB) Circulars A-87, or A-122, or 48 Code of Federal Regulations Chapter 1 Part 31, or 49 Code of Federal Regulations Part 18, or in 2 Code of Federal Regulations Parts 200 and 1201, as applicable. In addition, all subcontracts must be in accordance with 2 Code of Federal Regulations Part 200, as applicable, MTC's funding agreement with DOT and any regulations, guidelines and circulars of DOT, applicable as a result of such funding agreement. Further, all subconsultants shall agree to comply with 48 Code of Federal Regulations, Chapter 1, Part 31.

7. LICENSE FOR FEDERAL GOVERNMENT PURPOSES

FTA/FHWA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: (a) the copyright in any work developed under the applicable Supplement; and (b) any rights of copyright to which MTC or AGENCY purchases ownership under the applicable Supplement.

8. IDENTIFICATION OF DOCUMENTS

All reports and other documents completed as part of the applicable Supplement shall carry the following notation on the front cover or title page:

"The preparation of this report has been financed in part by grants from the: **[select appropriate agency]** Federal Transit Administration/Federal Highway Administration, U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."

9. AUDITS

AGENCY agrees to grant MTC, the U.S. DOT, FTA or FHWA, as applicable, the Comptroller General of the United States, the State of California, and their authorized representatives access to AGENCY's books, records, accounts, and any and all work products, materials, and other data relevant to the applicable Supplement, for the purpose of making an audit, examination, excerpt and transcription during the term of the applicable Supplement and for the period specified in Article 14. AGENCY shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials



and data for that period of time. If, as a result of any audit, it is determined by the auditor that reimbursement of any costs including profit or fee under the applicable Supplement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, AGENCY agrees to reimburse MTC for those costs within sixty (60) days of written notification by MTC.

AGENCY further agrees to include in all its subcontracts hereunder exceeding \$25,000 a provision to the effect that the subrecipient agrees that MTC the U.S. DOT, FTA or FHWA, as applicable, the Comptroller General of the United States, the State of California, and their authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subrecipient for the term specified above.

#### 10. FLY AMERICA REQUIREMENTS.

AGENCY agrees to comply with 49 U.S.C. 40118 (the "Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301 - 10, which provide that recipients and subrecipients of Federal funds and their consultants are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property to the extent such service is available, unless travel by foreign air carrier is a matter of necessity as defined by the Fly America Act. AGENCY shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements, if used. AGENCY agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

#### 11. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.

A. AGENCY acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, AGENCY certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Supplement or the FTA assisted project for which work is being performed under the applicable Supplement. In addition to other penalties that may be applicable, AGENCY further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on AGENCY to the extent the Federal Government deems appropriate.

B. AGENCY also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on AGENCY, to the extent the Federal Government deems appropriate.

C. AGENCY agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

#### 12. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

MTC and AGENCY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the applicable Supplement or this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to MTC, AGENCY or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement.

#### 13. DEBARMENT

**This Article is only applicable if the applicable Supplement exceeds \$25,000.** AGENCY certifies that neither it, nor any of its participants, principals or subrecipients is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 2 CFR Parts 180 and 1200, by any Federal agency or department.

#### 14. CLEAN AIR AND WATER POLLUTION ACTS

**This Article is only applicable if the applicable Supplement exceeds \$100,000.** AGENCY agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

#### 15. LOBBYING

**This Article is only applicable if the applicable Supplement exceeds \$100,000.** AGENCY agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 United States Code §1352 and 49 C.F.R. Part 20.

Attachments:

Attachment A – Federally Required Certifications (AGENCY shall either provide these certifications to MTC or shall provide copies of such certifications AGENCY has independently made to the Federal Government.)

**EXHIBIT B-2****ATTACHMENT A****FEDERALLY REQUIRED CERTIFICATIONS****CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS****Instructions for Certification:**

1. **By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.**
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MTC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to MTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MTC for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MTC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MTC may pursue available remedies including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTION**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its “principals” [as defined at 49 C.F.R. Section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_

Date

\_\_\_\_\_

(signature of authorized official)

\_\_\_\_\_

(type/print name and title)

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_ hereby certify on behalf of \_\_\_\_\_ that:  
(name and title of grantee official) (name of grantee)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By:

\_\_\_\_\_  
(signature of authorized official)

\_\_\_\_\_  
(title of authorized official)

**EXHIBIT B-3**  
**ADDITIONAL TERMS AND CONDITIONS**  
**(STATE-REQUIRED CLAUSES)**

- 1) Attachment A – Fair Employment Practices Addendum
- 2) Attachment B – Nondiscrimination Assurances
  - a. Appendix A – Clauses to be inserted in every agreement subject to the ACT, as defined in Attachment B of this Exhibit and REGULATIONS, also as defined in Attachment B.
  - b. Appendix B – To be included as covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein
  - c. Appendix C – To be included for subsequent transfer of real property acquired or improved under federal-aid Program
  - d. Appendix D – To be included for the construction or use of or access to space on, over, or under real property acquired or improved under the federal-aid Program
- 3) Attachment C – State Department of Transportation Requirements



**EXHIBIT B-3****ATTACHMENT A****FAIR EMPLOYMENT PRACTICES ADDENDUM**

1. In the performance of the applicable Supplement, AGENCY shall not discriminate against any employee for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g. cancer), age (over 40), marital status, and denial of family care leave. AGENCY shall take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into the applicable Supplement by reference and made a part hereof as if set forth in full. Each of the AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements as appropriate.

3. AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the applicable Supplement.

4. AGENCY shall permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of the applicable Supplement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate the applicable Supplement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure AGENCY's breach of the applicable Supplement.

**EXHIBIT B-3****ATTACHMENT B****NONDISCRIMINATION ASSURANCES**

AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which AGENCY receives federal financial assistance from the Federal Department of Transportation. AGENCY HEREBY GIVES ASSURANCE THAT AGENCY shall promptly take any measures necessary to effectuate the applicable Supplement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
2. That AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements: AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.
3. That AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.
4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which AGENCY retains ownership or possession of the property.

9. That AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of STATE assisted contracts. The California Department of Transportation Disadvantaged Business Enterprise Program Implementation Agreement for Local Agencies is incorporated by reference in the applicable Supplement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of the applicable Supplement. Upon notification to the recipient of its failure to carry out the Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and

may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

**APPENDIX A TO ATTACHMENT B**

(Clauses to be inserted in every agreement subject to ACT and REGULATIONS)

During the performance of the applicable Supplement, AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as AGENCY) agrees as follows:

(1) **Compliance with Regulations:** AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of the applicable Supplement.

(2) **Nondiscrimination:** AGENCY, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by AGENCY of the AGENCY's obligations under the applicable Supplement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts AGENCY has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of AGENCY's noncompliance with the nondiscrimination provisions of the applicable Supplement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) **Incorporation of Provisions:** AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX B TO ATTACHMENT B**

To be included as covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein)

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

**(GRANTING CLAUSE)**

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that AGENCY shall accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

**(HABENDUM CLAUSE)**

TO HAVE AND TO HOLD said lands and interests therein unto AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on AGENCY, its successors and assigns.

AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) \*

(2) that AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.\*



\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

**APPENDIX C TO ATTACHMENT B**

To be included for subsequent transfer of real property acquired or improved under federal-aid Program)

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by AGENCY, pursuant to the provisions of Assurance 7(a) of Attachment I-2.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add ‘as covenant running with the land’’) that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, AGENCY shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of AGENCY and its assigns.

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

**APPENDIX D TO ATTACHMENT B**

Appendix D – (To be included for the construction or use of or access to space on, over, or under real property acquired or improved under the federal-aid Program)

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by AGENCY, pursuant to the provisions of Assurance 7 (b) of Attachment I-2.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add “as a covenant running with the land”) that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, AGENCY shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of AGENCY, and its assigns.

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

**EXHIBIT B-3****ATTACHMENT C****STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS****Caltrans Non – Discrimination**

A. In the performance of work undertaken pursuant to the applicable Supplement, AGENCY shall not, and shall affirmatively require that its contractors shall not, unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave.

B. AGENCY shall ensure, and shall require that its contractors and all subcontractors and/or subrecipients shall ensure, that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. AGENCY shall comply, and ensure that its contractors and subcontractors and/or subrecipients shall comply, with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (af), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into the applicable Supplement by reference and made a part hereof as if set forth in full.

C. Each of AGENCY's contractors, subcontractors, and/or subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements. AGENCY shall include the non-discrimination and compliance provisions hereof in all contracts and subcontracts to perform work under the applicable Supplement.

D. AGENCY shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR Part 21, and 23 CFR Part 200 are made applicable to the applicable Supplement by this reference. Wherever the term "Contractor" appears therein, it shall mean AGENCY.

E. AGENCY shall permit, and shall require that its contractors, subcontractors, and subrecipients will permit, access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by STATE to investigate compliance with these non-discrimination provisions.

**EXHIBIT B-4**  
**ADDITIONAL TERMS AND CONDITIONS**  
**(PREVAILING WAGE RATES, APPRENTICESHIPS, AND PAYROLL RECORDS**  
**NON FEDERALLY FUNDED AGREEMENTS)**

AGENCY's contractor(s) and all subcontractors shall comply with applicable sections of the California Labor Code and regulations promulgated thereunder (including without limitation, Sections 1720 *et seq.* and Title 8 of the California Code of Regulations Sections 16000 *et seq.*) governing the payment of prevailing wages, as determined by the Director of the California Department of Industrial Relations, in regards to work performed and/or funded under this Agreement. In particular, AGENCY's attention is drawn to Labor Code Sections 1771 (payment of prevailing wage rate), 1775 (penalty for non-payment), 1776 (payroll records), and 1777.5 (use of apprentices). AGENCY's contractor(s) and all subcontractors, to the extent the work of such contractor(s) and subcontractors under this Agreement are subject to California Labor Code Section 1720 *et seq.*, shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and shall furnish electronic certified payroll records directly to the Labor Commissioner through the internet portal of the Division of Labor Standards Enforcement. Per Master Funding Agreement Article 12.0, Records and 13.0 Audits, MTC reserves the right to request copies of the certified payroll records.

**EXHIBIT B-5**  
**ADDITIONAL TERMS AND CONDITIONS**  
**(PREVAILING WAGE RATES, APPRENTICESHIPS, AND PAYROLL RECORDS**  
**FEDERALLY FUNDED AGREEMENTS)**

The Additional Federal Clauses Applicable to Public Works included in Attachment A, attached hereto and incorporated herein by this reference, and the Davis-Bacon prevailing wages apply to work performed and/or funded under the applicable Supplement. AGENCY agrees that AGENCY will require its contractor(s) and all subcontractors will pay the higher of (i) the applicable wage set forth in Federal Wage Determinations, and (ii) the applicable California prevailing rate. Certified payroll records in the form set forth in the Public Works Payroll Reporting Form, as found at <https://www.dol.gov/whd/forms/wh347.pdf>, shall be prepared or collected from its contractor(s) and all subconsultant(s) on a weekly basis by the AGENCY. Per Master Funding Agreement Article 12.0, Records and 13.0 Audits, MTC reserves the right to request copies of the certified payroll records. MTC may withhold payment if the certified payrolls to be submitted by AGENCY pursuant to this Exhibit B-5, Prevailing Wage Rates, Apprenticeships, and Payroll Records, are not current.

**EXHIBIT B-5**

**ATTACHMENT A**

**ADDITIONAL FEDERAL CLAUSES APPLICABLE TO PUBLIC WORKS**

1. Buy America
2. Davis-Bacon Act
3. Contract Work Hours and Safety Standards Act
4. Copeland Anti-Kickback Act
5. Prompt Payment of Funds Withheld to Subcontractors

**1. Buy America Requirements**

**Buy America** – Attention is directed to the “Buy America” requirements of the surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the “Buy America” requirements. A Certificate of Compliance shall be furnished for steel and iron materials. The certificates shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed on AGENCY by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. The AGENCY or its contractor(s) shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporation the materials into the work.

**Certification requirement for procurement of steel, iron, or manufactured products.**

The AGENCY hereby certifies that all manufacturing process for steel and iron materials occurred in the United States, except for the above exceptions.

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Date: \_\_\_\_\_



## 2. **DAVIS-BACON ACT**

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

## 3. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

**Contract Work Hours and Safety Standards Act** - (i) The AGENCY's contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the AGENCY's contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

(ii) **Subcontracts** - The AGENCY's contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

## 4. **COPELAND ANTI-KICKBACK ACT**

**Compliance with Copeland Act requirements** - The AGENCY's contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**5. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS**

The AGENCY shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The AGENCY's prime contractor or subcontractor shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal regulation (49 CFR 26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating AGENCY's prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the prime contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

**EXHIBIT B-6**  
**ADDITIONAL TERMS AND CONDITIONS**  
**(REGIONAL TOLL FUNDS INCLUDING RM1, RM2, AND AB 1171)**

Recitals

WHEREAS, Streets and Highways Code (SHC) Sections 30950 *et seq.* created the Bay Area Toll Authority (“BATA”) which is a public instrumentality governed by the same board as that governing MTC; and

WHEREAS, pursuant to SHC Section 31010(b), funds generated in excess of those needed to meet the toll commitments as specified by paragraph (4) of subdivision (b) of Section 188.5 of the SHC shall be available to BATA for funding projects consistent with SHC Sections 30913 and 30914; and

WHEREAS, MTC adopted Resolution No. 3434, Revised, which establishes commitments of bridge toll funds, including such AB 1171 funds, to specific projects and corridors; and

WHEREAS, on November 8, 1988, voters approved Regional Measure 1 (“RM1”), which authorized a standard auto toll of \$1 on the seven state-owned toll bridges in the San Francisco Bay Area to fund various transportation projects within the region; and

WHEREAS, on March 2, 2004, voters approved Regional Measure 2 (“RM2”), increasing the toll for all vehicles on the seven state-owned toll bridges in the San Francisco Bay Area by \$1.00 to fund various transportation projects within the region that have been determined to reduce congestion or to improve travel in the toll bridge corridors; and

WHEREAS, RM2 established the Regional Traffic Relief Plan and listed specific capital projects and programs and transit operating assistance as eligible to receive RM2 funding as identified in SHC Section 30914(c) and (d). The funding amounts assigned to certain of the programs and projects were subsequently revised by MTC Resolution No. 3801; and

WHEREAS, to the extent the Project is receiving RM2 funding hereunder, SHC Section 30914(c) lists the Project to which this Exhibit B-6 and the applicable Supplement apply as one such eligible transportation project and designates AGENCY as project sponsor; and

WHEREAS, pursuant to MTC Resolution No. 3636, MTC established procedures whereby eligible transportation project sponsors may submit allocation requests for Regional Measure 2 Bridge Toll funding. A copy of MTC Resolution No. 3636 is attached hereto and incorporated herein as Attachment D, MTC Resolution No. 3636; and

WHEREAS, AGENCY submitted one or more allocation requests for RM2, AB 1171, and/or RM1 funding for the Project to which this Exhibit B-6 applies. A copy of the applicable allocation request(s) as well as AGENCY’s resolution(s) approving the allocation request(s) are attached to the applicable Supplement and incorporated herein as Attachment A, Updated Initial Project Report, and Attachment B, AGENCY Resolution(s), respectively; and

WHEREAS, by the resolution(s) attached to the applicable Supplement and incorporated herein as Attachment C, MTC Resolution(s) Approving Project Request, MTC approved AGENCY's request(s) for the applicable funds for the applicable Project.

## **I. AGENCY AGREES**

A. AGENCY agrees to perform or caused to be performed the activities described in Attachment A, Updated Initial Project Report. AGENCY will provide all necessary staffing and support resources to complete the Project as described in Attachment A, AGENCY agrees to meet all conditions listed in Attachment C, MTC Resolution(s) Approving Project Request.

B. AGENCY shall provide MTC with annual progress reports on or before each July 31 throughout the term of this Agreement in accordance with the monitoring and reporting requirements specified in MTC Resolution No. 3636.

C. AGENCY shall submit invoices to MTC no less than annually, but may submit invoices as frequently as monthly. In either case, AGENCY shall submit an invoice to MTC within thirty (30) days after the end of each period for which payment is sought covering costs for the Project activities accomplished through the end of such period, not covered by previously submitted invoices. Each invoice shall be supported by the following information: (i.) A brief narrative progress report of the activities accomplished during the invoice period, including the percentage of the contract complete and the percentage of funding expended; (ii.) the costs requested for reimbursement with RM1, RM2 and/or AB 1171 funds, as applicable; (iii.) the total costs expended for the invoice period broken down by type and source of funding; (iv.) the total RM1, RM2 and/or AB 1171 funds, as applicable received as reimbursement to date; (v.) the total costs expended for project name to date broken down by type and source of funding; and (vi.) any additional supporting data in a form and detail required by MTC.

D. AGENCY agrees to spend RM1, RM2 and/or AB 1171 funds, as applicable, at a rate not exceeding the schedule attached to the applicable Supplement and incorporated herein as Attachment E, Reimbursement Schedule.

E. AGENCY shall comply with and shall assure that any AGENCY contractor performing Project work with RM1, RM2 and/or AB 1171 funds, as applicable, received under this Agreement complies with MTC Resolution No. 3636, Revised, as well as the provisions of MTC's RM2 Policy Guidance contained in Attachment D, MTC Resolution No. 3636, relative to constructing, operating, and maintaining the Project. MTC may update Resolution No. 3636 from time to time. The AGENCY agrees to comply with the most current Resolution that is approved at any given time.

F. AGENCY is responsible for completing the Project within cost, scope and schedule as described in Attachment A, Updated Initial Project Report, as it may be updated from time to time. Any updates must be approved by AGENCY and MTC in writing before being incorporated into this Agreement.

G. AGENCY certifies that:

- The Project is consistent with the Regional Transportation Plan ("RTP").

- All environmental permits or clearances necessary for the Project have been or will be obtained, and the year of Project funding for the construction phase of the Project has taken into consideration the time necessary to obtain permitting approval for the Project as an operable and useable segment.
- The Project or portion thereof to be funded under this Agreement will be fully funded upon the execution of the applicable Supplement.
- AGENCY has reviewed the Project needs and has adequate internal staffing and support resources to deliver and complete the Project within the cost, scope, and schedule set forth in the Initial Project Report, as updated, attached to the applicable Supplement as Attachment A.
- If applicable to the Project, AGENCY is an eligible sponsor of projects in MTC Resolution No. 3434, Revised.
- If applicable, AGENCY is authorized to submit an application for RM2 funds for the Project in accordance with SHC Section 30914(c).
- If applicable, AGENCY is authorized to submit an application for AB 1171 funds for the Project in accordance with SHC Section 31010(b).
- The Project is in compliance with the requirements of the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*), and with the State Environmental Impact Report Guidelines (14 California Code of Regulations Sections 15000 *et seq.*), and if relevant, the National Environmental Policy Act (NEPA) (42 USC 4321 *et seq.*) and the applicable regulations thereunder.
- There is no legal impediment to AGENCY making allocation requests for RM1, RM2 and/or AB 1171 funds, as applicable.
- There is no pending or threatened litigation which might in any way adversely affect the Project or the ability of AGENCY to deliver such Project.

H. In addition to AGENCY's commitment under Article 10, INDEMNIFICATION, of the Master Funding Agreement, AGENCY agrees at its own cost, expense, and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against MTC, its Commissioners, representatives, agents, and employees, or any of them, arising out of such act or omission, and to pay and satisfy any resulting judgments. In addition to any other remedy authorized by law, so much of the funding due under this allocation of RM1, RM2 and/or AB 1171 funds, as applicable, as shall reasonably be considered necessary by MTC may be retained until disposition has been made of any claim for damages.

I. If any revenues or profits from any non-governmental use of the Project are collected by AGENCY, those revenues or profits shall be used exclusively for the public transportation services for which the Project was initially approved, either for capital improvements or maintenance and operational costs, otherwise MTC is entitled to a proportionate share equal to MTC's percentage participation in the Project. MTC's percentage participation shall equal the amount of funds allocated to Project, divided by the total Project budget as shown in Attachment E, Reimbursement Schedule, as updated from time to time, as such amount may be adjusted to reflect total project costs.

J. Project assets purchased by AGENCY with RM1, RM2 and/or AB 1171 funds, as applicable, including facilities and equipment, shall be used for the intended public transportation uses and should said facilities and equipment cease to be operated or maintained for their intended public transportation purposes for their useful life, MTC shall be entitled to a present day value refund or credit (at MTC's

option) based on MTC's share of the fair market value of the facilities and equipment at the time the public transportation uses ceased, which sum shall be paid back to MTC in the same proportion that RM1, RM2 and/or AB 1171 funds, as applicable, were originally used.

K. AGENCY shall post on both ends of the Project construction site(s), unless prohibited by the site owner if such owner is not the AGENCY, at least two signs visible to the public stating that the Project is funded with RM1, RM2 and/or AB 1171 funds, as applicable.

L. AGENCY's City Manager, General Manager, Executive Director, Chief Executive Officer, or equivalent officer, or designee, is delegated the authority to make non-substantive changes or minor amendments to the initial project report as he/she deems appropriate; otherwise, Article 7, AMENDMENTS, of this Agreement applies.

M. AGENCY agrees to comply with the provisions of MTC Resolution No. 3636, Revised, and the MTC Resolutions set forth in Attachment C, MTC Resolution(s) Approving Project Request.

## **II. MTC AGREES**

A. MTC agrees to provide AGENCY with RM1, RM2 and/or AB 1171 funds, as applicable, within the allocation amounts in Attachment C, MTC Resolution(s) Approving Project Request and as restated in the relevant Supplement for the purpose of funding the Project as described in Attachment A.

The entire funding amount is available for reimbursement based on the schedule included in Attachment E, Reimbursement Schedule, to the applicable Supplement. In addition, if applicable, MTC agrees to support AGENCY's allocation request from the State according to the Allocation Request Schedule provided in Attachment F to the applicable Supplement.

In the event AGENCY does not use all RM1, RM2 and/or AB 1171 funds, as applicable, made available in a given fiscal year, those unused amounts will be available for reimbursement in subsequent year(s) for the duration of this Agreement.

## **III. IT IS MUTUALLY AGREED**

A. MTC may terminate the applicable Supplement, in its sole discretion, for any force majeure event, including but not limited to any earthquake, flood or other natural disaster, any epidemic, blockade, rebellion, war, act of sabotage or civil commotion, fire, explosion or strike, or prolonged economic conditions affecting the ability of the Bay Area Toll Authority to make payments to bond holders who shall in all circumstances have priority to payment of funds, if such event (i) irrecoverably disrupts or renders impossible AGENCY's performance hereunder; or (ii) disrupts MTC's ability to make payments hereunder. If MTC so terminates the applicable Supplement, AGENCY will be entitled to payment for non-recoverable Project costs incurred prior to the date of such termination, including but not limited to any amounts AGENCY owes to the owner of the Project construction sites, if such owner is not AGENCY, up to the maximum amount payable under this Agreement.

B. If AGENCY fails to perform as specified in this Agreement and the applicable Supplement, MTC may terminate the applicable Supplement or this Agreement for cause. Termination shall be effected by

servicing a sixty (60) day advance written notice of termination on AGENCY, setting forth the manner in which AGENCY is in default. If AGENCY does not cure the breach or describe to MTC's satisfaction a plan for curing the breach within the sixty (60) day period, MTC may terminate this Agreement or the applicable Supplement for cause. In the event of such termination for cause, AGENCY will be entitled only to those costs incurred for already completed Project work, not to exceed the maximum amount payable under this Agreement for such Project work, however, in no event shall MTC be required to reimburse AGENCY for any costs incurred for work causing or contributing to the default.

C. If the Project is cancelled, suspended indefinitely, or otherwise not completed for any reason, AGENCY shall repay MTC any RM1, RM2 and/or AB 1171 funds, as applicable, expended that exceed MTC's proportionate share of eligible costs for the Project.

D. Upon completion of the Project, AGENCY will properly account for all Project costs incurred.

E. The applicable Supplement shall terminate upon closeout of the PROJECT in accordance with Policies and Procedures in MTC Resolution No. 3636, Revised, or on the termination date, if any, set forth in the Supplement, whichever is sooner.

F. The terms and conditions of this Agreement include the following and each is incorporated by reference herein as if fully set forth herein.

Attachment A – Updated Initial Project Report (Allocation Request)

Attachment B – AGENCY Resolution(s) (and opinion of counsel, if applicable)

Attachment C – MTC Resolution(s) Approving Project Request(s)

Attachment D – MTC Resolution No. 3636, Revised

Attachment E – Reimbursement Schedule

Attachment F – Allocation Request Schedule

**EXHIBIT B-7**  
**ADDITIONAL TERMS AND CONDITIONS**  
**(REGIONAL DISCRETIONARY FEDERAL FUNDS INCLUDING STP AND CMAQ)**

1. **TERMINATION**

Notwithstanding Article 8.0, TERMINATION in the Master Funding Agreement, MTC may terminate this Agreement without cause upon ten (10) days prior written notice. If MTC terminates this Agreement without cause, AGENCY shall be entitled to payment for costs incurred for incomplete deliverables, up to the maximum amount payable for each deliverable. If AGENCY fails to perform as specified in this Agreement, MTC may terminate this Agreement for cause by written notice and AGENCY shall be entitled only to costs incurred for work product acceptable to MTC, not to exceed the maximum amount payable under this Agreement for such work product.

2. **RETENTION OF RECORDS**

AGENCY agrees to establish and maintain an accounting system conforming to GAAP that is adequate to accumulate and segregate reasonable, allowable, and allocable project costs.

AGENCY further agrees to keep all records pertaining to the project being funded for audit purposes for a minimum of three (3) years following final payment to AGENCY or four (4) years following the fiscal year of the last expenditure under this Agreement, whichever is longer, in accordance with generally accepted accounting principles. Copies of AGENCY audits, if any, performed during the course of Project development and at Project completion shall be forwarded to MTC no later than one hundred eighty (180) days after fiscal year end close.

3. **AUDITS**

Notwithstanding Article 13.0, AUDITS in the Master Funding Agreement, AGENCY agrees to grant MTC, or any agency that provides MTC with funds for the Project, including but not limited to, the U.S. Department of Transportation, FHWA, the Comptroller General of the United States, the State, and their authorized representatives access to AGENCY's books and records for the purpose of verifying that funds are properly accounted for and proceeds are expended in accordance with the terms of this Agreement. All documents shall be available for inspection during normal business hours at any time while the Project is underway and for the retention period specified in Article 4.

AGENCY further agrees to include in all its third-party contracts hereunder a provision to the effect that the contractor agrees that MTC, the U.S. Department of Transportation, FHWA, the Comptroller General of the United States, the State, or any of their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, during normal business hours, for the term specified above. The term "contract" as used in this clause excludes agreements not exceeding \$25,000.

4. **LICENSE TO WORK PRODUCTS**

AGENCY hereby grants to MTC an irrevocable, non-exclusive, royalty-free license to use without restriction and share with any person or entity all drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, documentation or system architecture, and any other documents, materials, data, and products ("Work Products") developed, prepared, or assembled by AGENCY or AGENCY's consultant(s) or its subconsultants pursuant to this Agreement. MTC may exercise their licenses to Work Products through sublicenses to a



third party, without the approval of AGENCY or AGENCY's consultant(s) or subconsultants. FHWA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: (a) the copyright in any work developed under this Agreement; and (b) any rights of copyright to which AGENCY or AGENCY's consultant(s) or subconsultants purchase ownership under this Agreement.

5. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); and 49 U.S.C. § 5332 for FTA-funded projects, AGENCY agrees that it shall not, on the grounds of race, religious creed, color, national origin, age, physical disability or sex, discriminate or permit discrimination against any employee or applicant for employment.

6. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

It is the policy of MTC and the U.S. Department of Transportation to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which disadvantaged business enterprises, as defined in 49 Code of Federal Regulations Part 26, can compete fairly for contracts and subcontracts relating to MTC's procurement and professional services activities.

AGENCY shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. AGENCY shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by AGENCY to carry out these requirements is a material breach of contract, which may result in the termination of this agreement or such other remedy as MTC deems appropriate.

7. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

AGENCY agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (47 U.S.C. § 2000(d)) and the regulations of the Department of Transportation issued thereunder (49 CFR Part 21).

8. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

AGENCY agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations.

9. STATE ENERGY CONSERVATION PLAN

AGENCY shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321).

10. DEBARMENT

AGENCY certifies that neither it, nor any of its participants, principals or subcontractors is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 49 CFR Part 29, by any Federal agency or department.

#### 11. CLEAN AIR AND WATER POLLUTION ACTS

AGENCY agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

#### 12. LOBBYING

AGENCY agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 United States Code §1352 and 49 C.F.R. Part 20.

#### 13. INDEMNIFICATION

Notwithstanding Article 10.0, INDEMNIFICATION, in the Master Funding Agreement AGENCY shall indemnify and hold harmless MTC, Caltrans, their Commissioners, Directors, officers, agents and employees from any and all claims, demands, suits, loss, damages, injury and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of AGENCY, its officers, directors, employees, agents and contractors, or any of them, under or in connection with this Agreement; and AGENCY agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against MTC, Caltrans, their Commissioners, Directors, officers, agents, and employees, or any of them, arising out of such act or omission, and to pay and satisfy any resulting judgments.

#### 14. COMPLIANCE WITH LAWS

AGENCY shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state, or local government, and any agency thereof, including, but not limited to MTC, the U.S. DOT, FHWA, the State, and Caltrans, which relate to or in any manner affect the performance of this Agreement. Those laws, statutes, ordinances, rules, regulations, and procedural requirements that are imposed on MTC as an AGENCY of federal or state funds are hereby in turn imposed on AGENCY (including, but not limited to, 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"), and are herein incorporated by this reference and made a part hereof.

AGENCY contractors shall agree to comply with all 48 CFR, Chapter 1, Part 31, Contract Cost Principles and Procedures. In addition, AGENCY certifies that the AGENCY and its contractors shall comply with the requirements of the California Environmental Quality Act (CEQA), California Public Resources Code Section 21,000 *et seq.* and with the State Environmental Impact Report Guidelines (14 California Code of Regulations Section 15000 *et seq.*) and the National Environmental Policy Act (NEPA), 42 U.S.C. Section 4321 *et seq.* and the applicable regulations thereunder.

#### 15. IDENTIFICATION OF DOCUMENTS

AGENCY shall ensure that all reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:

"The preparation of this report has been financed in part by grants from the U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."